



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Agenda - Final County Council - Regular Session

*Rick Reiss, Council Chair; Susan O'Leary, Council Vice Chair;
James Chrobocinski, Steven Girrens, Kristin Henderson, David
Izraelevitz, and Pete Sheehey, Councilors*

Tuesday, October 25, 2016

6:00 PM

White Rock, Fire Station #3
TELEvised

1. OPENING/ROLL CALL
2. PUBLIC COMMENT
3. APPROVAL OF AGENDA
4. CONSENT AGENDA

October 25, 2016 Consent Motion:

Consent Motion -

- A. [AGR0461-16](#) Approval of Task Order No. 1 Under Services Agreement No. AGR16-055 with AUI, Inc. in the amount of \$498,088.00, plus Applicable Gross Receipts Tax, for the Purpose of Wastewater Collection System's Trenchless Repair Replacement and Rehabilitation
- Presenters:** James Alarid, Deputy Utilities Manager - Engineering
- Attachments:** [A - Task Order No 1 to AGR16-055](#)
- B. [AGR0468-16](#) Approval of Services Agreement No. AGR17-10 with Siemens Industry, Inc. in the amount of \$332,100.00, plus Applicable Gross Receipts Tax, for the Purpose of Developing an Integrated Resource Plan and Approval of Related Budget Revision 2017-08
- Presenters:** Steve Cummins, Deputy Utilities Manager - Power Supply
- Attachments:** [A - AGR17-10](#)
[B - Budget Revision 2017-08](#)
[C - Strategic Policies for Energy Resources](#)
- C. [RE0324-16](#) Consolidated Proposed Action on Incorporated County of Los Alamos Resolutions No. 16-21, 16-22, and 16-23, Resolutions of

Support for County Participation in the 2016-17 New Mexico Department of Transportation Local Government Road Fund for Reconstruction and Pavement Rehabilitation/Improvements of Various County Roads in Los Alamos, New Mexico Under the Cooperative Agreement Program, School Bus Route Program, and the County Arterial Program.

Presenters: Philo Shelton, Public Works Director and Eric Martinez, County Engineer

Attachments: [A - Local Government Road Fund Grant Detail](#)
[B - Resolution 16-21 - SP-5-117\(181\)](#)
[C - Resolution 16-22 - SB-7803\(100\)17](#)
[D - Resolution 16-23 - CAP-5-17](#)
[E - Notices of Legal Publication](#)

- D. [RE0328-16](#) Incorporated County of Los Alamos Resolution No. 16-20, A Resolution of the Incorporated County of Los Alamos Council Authorizing Application to the New Mexico Department of Transportation (NMDOT) for Federal Fiscal Year 2018/2019 Transportation Alternatives Program (TAP) Funds for the Canyon Rim Trail Underpass Project.

Presenters: Philo Shelton, Public Works Director and Eric Martinez, County Engineer

Attachments: [A - Incorporated County of Los Alamos Resolution 16-20](#)
[B - Publication Notice for Resolution 16-20](#)
[C - Grant Analysis and Financial Matrix Form](#)

- E. [8711-16](#) Approval of County Council Minutes for September 20, 2016, September 27, 2016, and October 4, 2016.

Presenters: County Clerk and Sharon Stover

Attachments: [A - Draft County Council Minutes for September 20, 2016](#)
[B - Draft County Council Minutes for September 27, 2016](#)
[C - Draft County Council Minutes for October 4, 2016](#)

- F. [8670-16](#) Approval of Authorized Signers for County Bank and Investment Accounts.

Presenters: Joe D'Anna, Chief Financial Officer

Attachments: [A - Authorized Signers on Bank and Investment Accounts - October 2016](#)

5. BUSINESS

- A. [8631-16](#) Consider Creating Pilot Project of Mountain Bike Trails on County Land
- Presenters:** David Izraelevitz, Councilor
- B. [8666-16](#) Consideration of Budget Revision No. 2017-09 Increasing the Airport Budget by \$325,000 for Construction of a New Row of Four Hangars
- Presenters:** Philo Shelton, Public Works Director and David Ploeger, Airport Manager
- Attachments:** [Attachment A - Site Map for Hangar and Building Layout](#)
[Attachment B - Terminal Area Layout Plan from Airport Master Plan](#)
[Attachment C - Budget Revision 2017-09 Airport Hangars](#)

6. COUNCIL BUSINESS

- A. [8716-16](#) Consider 2017 State Legislative Agenda Item to Address the Taxable Status of a New Managing Entity at LANL
- Presenters:** County Council - Regular Session
- Attachments:** [A - 2016 Los Alamos County \(FY17\) Federal Agenda](#)
[B - FY 16 State Legislative Agenda](#)
- B. [8736-16](#) Consider Approval of Employment Agreement for County Attorney (Joseph Alvin Leaphart) to be effective January 1, 2017
- Presenters:** County Council - Regular Session
- Attachments:** [A - County Attorney Employment AGR.1.1.17](#)

A. Appointments**B. Board, Commission and Committee Liaison Reports****C. County Manager's Report**

- 1) [8727-16](#) County Manager's Report for October 2016
- Presenters:** Harry Burgess, County Manager
- Attachments:** [A - County Manager's Update.pdf](#)

- D. Council Chair Report***
- E. General Council Business***
- F. Approval of Councilor Expenses***
- G. Preview of Upcoming Agenda Items***
- 7. COUNCILOR COMMENTS**
- 8. PUBLIC COMMENT**
- 9. ADJOURNMENT**

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Human Resources Division at 662-8040 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the personnel in the Office of the County Administrator at 663-1750 if a summary or other type of accessible format is needed.



County of Los Alamos

Staff Report

October 25, 2016

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:

Index (Council Goals):

Presenters:

Title

October 25, 2016 Consent Motion:

Recommended Action

I move that Council approve the items on the Consent Agenda as presented and that the motions in the staff reports be included for the record; or,

I move that Council approve the items on the Consent Agenda and that the motions contained in the staff reports, as amended be included for the record.



County of Los Alamos

Staff Report

October 25, 2016

Los Alamos, NM 87544
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Agenda No.: A.

Index (Council Goals): * 2016 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Legislative File: AGR0461-16

Title

Approval of Task Order No. 1 Under Services Agreement No. AGR16-055 with AUI, Inc. in the amount of \$498,088.00, plus Applicable Gross Receipts Tax, for the Purpose of Wastewater Collection System's Trenchless Repair Replacement and Rehabilitation

Recommended Action

I move that Council approve Task Order No. 1 Under Services Agreement No. AGR16-055 with AUI Inc., in the amount of \$498,088.00 and a contingency in the amount of \$76,000.00, for a total of \$574,088.00, plus applicable gross receipts tax, for the purpose of Wastewater Collection System's Trenchless Repair Replacement and Rehabilitation.

..Utilities Manager's Recommendation

The Utilities Manager recommends that Council approve the motion as requested.

Board, Commission or Committee Recommendation

The Board of Public Utilities recommends that Council approve the motion as requested.

Body

This constitutes the first task order under the On-call Agreement executed earlier this calendar year with AUI, Inc., for the trenchless rehabilitation of sanitary sewers in the County. This first task order will include work on several segments of sanitary sewer in White Rock; more specifically, on Jemez, Cayenta and Mimbres roads. The sewer lines in this area have experienced a number of back-ups and blockages in recent years, despite of increased preventative maintenance efforts. Based on video inspection of the lines and assessment of the sewer collection system, the problem areas will be replaced with trenchless methods by this project.

Alternatives

Postponing the execution of these replacement items would allow for further deterioration of the sanitary sewers. The cost of repairs and rehabilitation would only increase in the future.

Fiscal and Staff Impact/Planned Item

\$425,000 has been carried forward from FY2016 and \$150,000 budgeted in FY2017. The total approved budget is \$575,000. Project management and administration will be performed by DPU engineering staff.

Attachments

A - Task Order No 1 to AGR16-055

TASK ORDER #01

**COUNTY OF LOS ALAMOS UTILITIES DEPARTMENT
PRICE AGREEMENT AGR 16-055**

**AUI Inc.
October 3, 2016**

PROJECT TITLE: Wastewater Collection System's Trenchless Repair Replacement and Rehabilitation

Description: The contractor shall provide services for complete or partial replacement and rehabilitation of sanitary wastewater collection system's ("SAS") segments, identified by the county, using approved trenchless technologies.

Estimated Project Term: 60 Calendar Days

1. Bid Item 01: Mobilization 1 LS @ \$25,000.00 / LS = \$25,000.00
2. Bid Item 02: Demobilization..... 1 LS @ \$7,500.00 / LS = \$7,500.00
3. Bid Item 04: Clean Water Act Compliance as Applicable,
Including Best Practices per Site..... 4 EA @ \$555.00 / EA = \$ 2,220.00
4. Bid Item 07: Traffic Control..... 42 Days @ \$684.00 / Day = \$28,728.00
5. Bid Item 08: Furnish and Install 8" Diameter SAS
using owner approved Spiral Wound
Trenchless Technologies..... 1,432 LF @ \$120.00 / LF = \$ 171,840.00
6. Bid Item 22: 4" Dia. SAS Service Line Installation
and Reconnection by Trenchless Technology, Up to 40 ft Long,
Clean-out, Regardless of Depth..... 1,300 FT @ \$103.00 / LF = \$ 133,900.00
7. Bid Item 23: Supply and Install 4" Clean-out in Existing SAS Service Line,
Including Fittings, Up to 8' in Depth..... 85 EA @ \$1,340.00 / EA = \$113,900.00
8. Bid Item 27: Landscape Restoration..... 1-Allowance @ \$10,000.00 / ALL = \$10,000.00
9. Bid Item 28: Specification Compliance Testing..... 1-Allowance @ \$5,000.00 / ALL = \$5,000.00

Estimated Construction Cost: \$ 498,088.00 (less GRT)

Charge Code Number _____

Acceptance of Conditions and Items of Work

Department of Public Utilities: _____

Timothy A. Glasco, PE

Date

AUI Inc.:



Michael Roeco, CPE

10/18/16

Date



County of Los Alamos

Staff Report

October 25, 2016

Los Alamos, NM 87544
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Agenda No.:	B.
Index (Council Goals):	BCC - N/A
Presenters:	Steve Cummins, Deputy Utilities Manager - Power Supply
Legislative File:	AGR0468-16

Title

Approval of Services Agreement No. AGR17-10 with Siemens Industry, Inc. in the amount of \$332,100.00, plus Applicable Gross Receipts Tax, for the Purpose of Developing an Integrated Resource Plan and Approval of Related Budget Revision 2017-08

Recommended Action

I move that Council approve Services Agreement No. AGR17-10 with Siemens Industry, Inc., in the amount of \$332,100.00, plus applicable gross receipts tax, for the purpose of Development of an Integrated Resource Plan. I further move that Council approve the related Budget Revision No. 2017-08 in the amount of \$132,100.00.

Utilities Manager Recommendation

The Utilities Manager recommends that Council approve the motion as presented.

Board, Commission or Committee Recommendation

The Board of Public Utilities recommends approval of the motion as presented.

Body

The County has partnered with DOE-LANL through the Electric Coordination Agreement (ECA) since 1985 to meet the electrical power needs of both parties. The current ECA expires June 30, 2025. This partnership is often referred to as the Los Alamos Power Pool (LAPP). Since 1985 the LAPP has developed and maintained a Power Supply Study, commonly referred to as an integrated resource plan, for planning purposes.

An integrated resource plan, or IRP, is a utility plan for meeting forecasted annual peak and energy demand, plus some established reserve margin, through a combination of supply-side and demand-side resources over a specified future period. IRPs compare the Levelized Cost of Electricity (LCOE) for generation resource options while also considering utility specific goals and objectives in the planning process.

While both Los Alamos County and Los Alamos National Laboratory believe it is beneficial to continue the ECA post 2025, a change in philosophy on generating assets will likely affect future agreements. Today, LANL and the County have different goals and objective to meet their current and forecasted energy demands. Each party is considering different replacement resources, either through owning generation assets or through power purchase agreements. In addition the County and DOE-LANL have different targets for reducing greenhouse gas emissions, particularly carbon dioxide emissions.

During the first quarter of 2016 the Board of Public Utilities adopted a Strategic Policy for

Electrical Energy Resources and Distributed Energy Resources (DER) to meet our goal of being carbon neutral electrical energy provider by 2040. See Attachment C.

Because of the change in philosophy, DPU staff is recommending that the County have a new IRP developed with two primary objectives;

First, help guide near-term decisions under the requirements of the current ECA between LAC and DOE-LANL, while also recommending various options for a post 2025 ECA that may be beneficial to both parties.

Second, help guide near-term and long-term decisions in multiple areas as DPU implements the policies adopted by the Board of Public Utilities. The IRP will evaluate a comprehensive range of demand-side and supply-side resources over the period 2017-2036.

Currently DPU is evaluating our further participation through the Utah Association of Municipal Power Systems (UAMPS) in the Carbon Free Power Project (CFPP) developing a 600 megawatt capacity small modular reactor nuclear power plant. DPU is also faced with a decision on continued participation in the San Juan Generating Station post 2022. The IRP will assist DPU staff, Board and Council in making these decisions by looking at all of the options available to the County for meeting our electric demands while considering DPU's strategic initiatives. The IRP will compare options based on cost, stability and environmental stewardship.

A draft of the IRP is scheduled to be completed by March 1, 2017. DPU staff also plans on making a recommendation to the Utilities Board in March or April of 2017 on participation in Phase 2, Site Characterization, of the CFPP.

This contract will allow staff at their discretion to have the contractor provide an update of the IRP 18 to 24 months after its completion in 2017. The update will coincide with two critical decision points related to the San Juan Generating Station and further development of the CFPP using the most current information available at that time (i.e. cost of fuel, changes in environmental regulation and changes in technology options available). Should staff request this update, the cost is already included in the overall contract amount of \$332,100.00 and will not exceed \$100,000.

The development of the IRP will greatly assist staff in navigating the multitude of options available to the County for meeting their electrical energy resource needs while considering BPU's strategic initiatives.

Alternatives

If Council chooses not to approve this contract, DPU staff will need to rely on other methods of comparing generation resource options while considering the Strategic policies adopted by the board. The information used may be current but staff will not have the ability to change the variables to see what the cost of the alternatives may be over the planning period.

Fiscal and Staff Impact

This study was budgeted at \$200,000 in the FY2017 budget. A budget adjustment of \$132,100.00 is required.

Attachments

A - AGR17-10

B - Budget Revision 2017-08

C - Strategic Policies for Energy Resources



AGR17-10

INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Siemens Industry, Inc., (for its Pace Global business)**, a Delaware corporation ("Contractor"), to be effective for all purposes October 31, 2016.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 17-10 (the "RFP") on August 28, 2016, requesting proposals for Development of an Integrated Resource Plan ("IRP") to guide the Department of Public Utilities in its decision making process in the acquisition of new power generation resources, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated September 27, 2016 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the Los Alamos County Board of Public Utilities approved this Agreement at a public meeting held on October 19, 2016; and

WHEREAS, the County Council approved this Agreement at a public meeting held on October 25, 2016; and

WHEREAS, Contractor will provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

1. **SECTION A. SERVICES:** Contractor shall provide an IRP that will help guide near-term decisions under the requirements of the current Electric Coordination Agreement between County and Department of Energy-Los Alamos National Laboratory ("DOE-LANL") and will help guide near-term and long-term decisions in multiple areas as County implements the policies adopted by the Board of Public Utilities ("BPU"). Contractor shall format the IRP so it can be easily updated over time to reflect changing circumstances. The IRP will evaluate a comprehensive range of demand-side and supply-side resources over the period 2017-2036. Contractor shall address the following key questions in this IRP:
 - a. How can County and DOE-DOE-LANL best share resources for the benefit of both parties with a post 2025 Energy Coordinating Agreement ("ECA")?
 - b. What is the best portfolio of resources to meet County's goal of being carbon neutral by 2040?

- c. When should County terminate its current ownership in the coal-fired San Juan Power Project in New Mexico? The current project participation agreement expires in 2022.
- d. Is there any opportunity to sell the County's share of Unit 4 at the San Juan Generating Station and if so when and how this best would be solicited?
- e. Should County continue its participation in the Utah Association of Municipal Power Systems ("UAMPS") Carbon Free Power Project ("CFPP") using a series of small modular reactors, currently in phase I (fatal flaw analysis)?
- f. How can County secure transmission for the CFPP with all of the movement and discussions around a combined Independent System Operator ("ISO")?
- g. What are the possible options for County to meet the policies established by the adopted County's Future Energy Resource ("FER") committee recommendations?
- h. What additional opportunities exist for cost-effective demand-side programs, including energy efficiency, demand response, and distributed energy storage?
- i. How should County cost-effectively meet the requirements for reliable and economic operations inside the Balancing Area of the Public Service Company of New Mexico ("PNM")?
- j. If possible, when is the most economical time to exit the Laramie River Station Power Purchase Agreement ("PPA")?

Phase I: Initiation of the IRP Process

In this first phase of work, conducted in a Kick-Off Meeting, Contractor shall accomplish the following:

1. Gather information and data. Before the Kick-Off Meeting, Contractor will prepare a data request and gather input data to include, but not limited to, load forecasts, existing resource characteristics, take or pay gas and coal supply contracts, power purchase agreements, and fuel forecasts. Contractor will use its own market forecasts for the purpose of this study. Contractor will use these inputs to develop a spreadsheet that will summarize all of the key assumptions that will drive these forecasts. For these analyses, Contractor will model the Los Alamos area in sufficient detail to account for the likelihood of changes to the current economic conditions, and potential coal retirements on the County's generation needs, as well as on the surrounding regions at a high level.
2. Set protocols and Project Management meetings. At the Kick-Off Meeting, Contractor will establish coordination protocols throughout the IRP planning process and set a bi-weekly schedule for reporting progress to County and getting County's feedback at every step of the process. Contractor will ensure that County is well informed throughout the process and has input into every decision.
3. Establish Objectives and Metrics. Contractor will discuss the primary goals and objectives and key metrics that will be used to evaluate the recommended portfolio(s). Contractor shall consider County's primary objectives which include identifying a portfolio that is lowest cost, minimizes risks or stable rates, ensures reliability, meets environmental stewardship standards and provides for needed diversity or flexibility as markets evolve but must also consider the County's goal of being carbon neutral by 2040. Hence, Contractor will establish metrics for each objective at the beginning of the process so it can properly evaluate all reasonable alternatives against these sometimes competing metrics. There can be multiple metrics for each objective as County determines is appropriate.

Phase II: Post 2025 Assessment

During Phase II Contractor shall review the ECA between DOE-LANL and County that expires in 2025. Contractor will address the options of flexibility between DOE-LANL and County to select different assets to meet each of their respective objectives.

To address the post 2025 extension of the existing ECA, Contractor will select a limited number of options, and conduct an analysis of the implications of those contractual options in the post 2025 period on the portfolios selected to assess the costs of optimizing County's and DOE-LANL's requirements separately rather than jointly.

To fully vet this process, Contractor will review with County the ECA and the alternatives and objectives of both parties. As 80% or more of County's load, DOE-LANL is a key participant and has many common objectives with County. However, as a national lab, not all objectives are likely to be totally aligned and both DOE-LANL and County are considering adding flexibility to allow both parties to meet their objectives somewhat independently.

Contractor will reach an agreement with County on which options are most relevant and then evaluate the impact of one or more of these options and compare it to the existing ECA framework (business as usual). Included in the Core Initial Study, Contractor shall meet with County and DOE-LANL at a mutually agreeable time to discuss the goals and objectives of both parties. With this information, Contractor will analyze the implications of the options on the ultimate cost under selected portfolios.

Contractor will select portfolios that would (i) meet both group's objectives and constraints as if they continued to operate under the existing ECA structure; (ii) what might change if they both operated independently (and compare the cost implications); and (iii) select one of the options that gave DOE-LANL somewhat more flexibility than the first but less than the second.

The Contractor will set up two sets of objectives (one for DOE-LANL and one for County) – then select portfolios based upon maximizing value under different contractual assumptions and then test to see the cost implications of each over different future market outcomes.

Phase III: Conducting the IRP

Contractor will draft the IRP in a way that focuses on two (2) distinct periods, with the first focused on decisions between 2016 and 2025 and the second focused on the 2026-2036 period, to guide near-term and long-term decisions. In the first period, the assessment will be based on the joint interests of the current contract with DOE-LANL under a current set of objectives. In the second period, Contractor will consider evaluating resources based upon the most likely construction of the contractual arrangement with DOE-LANL in the post-2025 period from the analysis conducted in Phase II. The County will make a decision after considering DOE-LANL's input on the best approach for contracting with DOE-LANL in the post-2025 period, Contractor will follow the task methodology, described below, for completing the IRP:

Task 1: Develop Baseline and Scenario-based Screening Forecasts

For screening technologies and selecting portfolios, Contractor will provide a baseline forecast of plant operating data, PPA performance and baseline forecasts of coal, gas, power and emission forecasts. In addition, Contractor will select a couple of boundary scenarios to test technology options against, to ensure that options are not eliminated without proper consideration of their merits under different market conditions as described below.

Baseline Load Forecast Modeling and Analysis Overview

Contractor will develop County load forecasts as outlined below:

- Step 1:** Contractor shall collect updated historical load, weather, and economic data (Gross Domestic Product (“GDP”), personal income, population, and other relevant information in a separate Excel file)
- Step 2:** Contractor shall update the regression model comparing more recent weather and economic factors to load
- Step 3:** Contractor shall project future weather conditions and economic variables based largely on updated historical indicators
- Step 4:** Contractor shall model load based on weather and economic projections in Step 3 to develop the “base case” load forecast
- Step 5:** Contractor shall develop scenarios that will alter the macro load growth parameters and the economic variables from Step 3 that could impact the forecast.

Baseline and Alternative Scenarios for Coal, Gas, Emissions, Technologies and Power

Contractor will provide its baseline, high and low forecasts for the following key variables over the planning horizon:

1. Natural gas markets (demand and prices at both Henry Hub and basis to select points);
2. Coal markets and prices, including coal transportation;
3. Oil prices for specified products at major shipping points if needed;
4. Emission prices (Carbon, SO₂, NO_x) and emissions;
5. Technology capital costs for a specified group of technologies;
6. Power prices (peak and off-peak);
7. Plant retirements and builds; and
8. Electricity demand by class.

Contractor shall remain flexible on the development of some or all of these variables for its Baseline forecast values. Contractor will construct the sensitivities around the Baseline forecast.

Contractor will in its analysis, assess at a high level what, if any, impacts the Regional Transmission Operator (RTO) options in the region have on potential investments in the UAMPs proposal on modular nuclear or other transmission needs for new generation outside New Mexico. To the extent that costs may differ, Contractor will suggest the most likely treatment of transmission for purposes of this study and note any concerns that would impact whether to continue to invest in that project.

Task 2: Technology Option Screening and Portfolio Development

To define the options for additional resource additions, Contractor will deploy a screening analysis to rank different technologies and combinations of these technologies in the short, medium and long term to meet a number of key requirements, such as reserve margins or required environmental restrictions (such as Carbon free by 2040). This task will provide guidance to the County on the preferred timing and feasible technology choices before performing the full portfolio analysis.

Next, using the technology specifications (such as capital costs, heat rate and capacity adjusted for local characteristics including elevation, etc.) identified, Contractor will work with County to identify portfolio specifications that will include technology choice, size, and timing of the resource addition. These portfolio specifications will be diverse enough to evaluate all of the key questions identified above, but focused enough to represent a full range of plausible

options. Contractor shall evaluate, at minimum, the following portfolio options alone or in combination:

1. A reference case resource plan, which will assume no new builds or retirements; this plan will provide a frame of reference for each of the other portfolio options
2. Continuation of Laramie River (terminate PPA soon, keep for intermediate term, or keep indefinitely)
3. Continuation of the UAMPs nuclear option
4. A new combined-cycle power plant (on or after 2022)
5. The purchase of certain ownership shares an existing combined cycle power plant
6. Extension of Participation Agreement in the San Juan coal plant to 2027 or 2035
7. The purchase of capacity and energy from the market
8. Long-term Power Purchase Agreement of renewables (wind or solar)
9. Build renewables (solar or wind – utility scale – community solar)
10. DER penetration, energy efficiency and DSM options
11. A combination of small reciprocating engines
12. Battery storage
13. Combinations of the above options

Contractor will collaborate with County to screen and rank the technology options at different points in time under a limited number of screening scenarios (described in the previous task) to construct a total of six (6) portfolios for further evaluation of the overall risks and tradeoffs to sufficiently address County's primary objectives in managing rate and system stability, costs, market exposure, as well as environmental compliance and stewardship. The existing take-or-pay gas and coal contracts, and the PPA will be considered and modeled in the portfolio analysis.

Task 3: Portfolio Resource Plan Analysis

Contractor and County will collaborate to determine the risk factors that will be evaluated for the purpose of the IRP. Contractor will then propose that stochastic distributions, based on both historic volatility and expected impacts of specific anticipated events, be developed to capture uncertainty of the market drivers including:

1. The expected trajectories and distributions of peak and average loads for Western Electricity Coordinating Council (WECC), New Mexico, and DOE-LANL, taking into consideration different plausible scenarios of energy efficiency penetration and transportation electrification.
2. The expected trajectory and distribution of natural gas prices at delivery points throughout WECC, considering expected evolution of the natural gas transportation infrastructure, and non-power industry factors driving supply and demand such as Liquefied Natural Gas (LNG) exports.
3. Coal Prices, considering fundamental economics of mining, and effect of commodity prices on transportation cost of coal from mine mouth to plant sites
4. Generation Technology Capital costs, reflecting expectation of prices of commodity utilized in the manufacture and installation of the technology, the decline curves for each technology associated with benefit of R&D and technological maturity, and uncertainties around the speed of technological change and the costs of building plants.
5. CO2 prices, considering differing scenarios of environmental legislation as well market design and market forces affecting cost of compliance.

Contractor will use these stochastic drivers to create up to two hundred (200) iterations representing plausible market condition that captures range of variability and the serial

correlation within each one of these market drivers, as well as the cross correlation between different market drivers.

Next, using AURORA_{xmp}, Contractor will run these 200 iterations over time and determine how each plant in each portfolio dispatches to meet load, the costs associated with meeting load and will track emissions to ensure that they meet regulatory requirements. Contractor will summarize how well each portfolio performs against the selected metrics.

County's selection of the "recommended" portfolio will balance County's needs for the least amount of expected costs and the most stable portfolio among other competing objectives, among other objectives.

Using this approach, Contractor will more rigorously assess tradeoffs between:

1. Least cost and rate stability;
2. Least cost and environmental stewardship; and
3. Least cost and most diversity.

Phase IV: Provide Presentation-Style Reports at Public Board Meeting

Contractor will present its findings to County in Los Alamos as described below in PowerPoint format (i) at 60 percent completion within 120 days of the Effective Date of this Agreement and (ii) upon completion of the IRP (described below in Phase V). The 60% submittal shall include a preliminary review of the County's resource options considering the adopted policies by the BPU and the current market conditions.

Contractor will present at least two (2) presentations to the BPU. At County's request, Contractor will present at additional public stakeholder meeting(s). This presentation-style report will show the process used, key assumptions, findings, sensitivities and interpretation of results.

Contractor will also develop presentation material with detailed supplementary notes, including charts, graphs, and tables to be submitted to the County for review and comment at least two (2) weeks prior to Contractor's presentations. Contractor will provide the County with the draft information necessary for Contractor to present preliminary results to the BPU to ensure compliance with the adopted strategic objectives.

Phase V: Provide Final Report including Implementation Plans

Contractor along with County staff will consider the Board and Council feedback in the final analysis to prepare a comprehensive IRP report. This final report will address both short-term focusing on the ECA and long-term portfolio combinations that would cover a post 2025 ECA that meets the needs of both parties over a 20-year period (2016-2035). The report will break out the analysis into two (2) distinct periods, the existing contract period through 2025 and the post contract period. Contractor will also specifically address each of the ten (10) Key Issues described in Section A Services, above.

This final report will reflect the approach and the selection process for the recommended portfolio in each period along with full documentation of the steps along the way.

Project Schedule. Contractor shall adhere to the following Project Schedule in the development of the IRP:

November 8 Kick- Off Meeting

November 22 Finalize operating parameters of existing fleet, objectives, metrics and portfolio options

December 7	Complete load forecast and define screening scenarios
January 23	Select Final Portfolios and Develop Stochastic Inputs
February 17	Complete Risk Analyses
February 27	Present preliminary findings (60% within 120 days) and results of initial portfolio analysis for the portfolios, including supporting analysis
March 15	Deliver updated findings and detailed presentation to management or to the BPU
March 21	Deliver final presentation and written IRP report to County for acceptance

Upon mutual agreement, the Project Schedule may be slightly modified, however the final written IRP report shall be delivered to County for acceptance no later than April 1, 2017.

SECTION B. TERM: The term of this Agreement shall commence October 31, 2016 and shall continue through November 1, 2018, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED THIRTY-TWO THOUSAND ONE HUNDRED DOLLARS (\$332,100.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. All disputes related to performance and payment shall be governed by the County's Procurement Code, Chapter 31.
- 3. Deemed Acceptance.** If due to reasons beyond Contractor's control, acceptance does not take place within 60 (sixty) days from the date the final written IRP report is due to County, acceptance shall be deemed to take place upon expiry of said period of time.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: County shall own all right, title and interest in the tangible deliverables provided by Contractor under this Agreement. Ownership of any existing or developed intellectual property, including that embedded in the deliverables, shall remain at all times with Contractor. Contractor grants County a non-exclusive, governmental, irrevocable, world-wide, license to use Contractor's intellectual property embedded in the deliverables solely for the purposes provided under the Agreement and as required by law. Except as expressly granted herein, nothing contained in this Agreement shall be deemed to grant any license under any intellectual property right other than those expressly granted herein.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the

services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. 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 the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all third party liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, arising from Contractor's willful misconduct or negligent performance hereunder or breach hereof and the willful misconduct or negligent performance of Contractor's employees, agents, representatives and subcontractors.

County shall provide the Contractor with prompt written notice of any third party claims covered by this Article.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees 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 its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Jordan Garcia, Project Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544

Contractor:

Todd Thurlow, Vice President
Siemens Industry, Inc.
4401 Fair Lakes Court
Fairfax, Virginia 22033

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

SECTION V. LIMITATIONS OF LIABILITY: County agrees that Contractor's total liability, and County's sole and exclusive remedy, for damages in any way related to or arising from the performance of Contractor's duties and obligations under this Agreement, whether on claims for breach of contract, warranty, negligence, tort (including strict liability) or otherwise, shall not exceed the amount identified in Section C(1) above. It is agreed by the parties that this sum is reasonable under all the circumstances.

SECTION W. Confidentiality. Confidential Information Disclosure Statement. The Confidential Information Disclosure Statement in Exhibit "B," attached hereto and incorporated herein by reference for all purposes, must be completed by Contractor as a condition precedent and submitted as part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

SHARON STOVER
COUNTY CLERK

BY: _____
TIMOTHY GLASCO **DATE**
UTILITIES MANAGER

Approved as to form:

KATHRYN S. THWAITS
ACTING COUNTY ATTORNEY

SIEMENS INDUSTRY, INC. A DELAWARE CORPORATION

BY: _____
ADRIAN ROUSE **DATE**
HEAD ENERGY BUSINESS ADVISORY

SIEMENS INDUSTRY, INC. A DELAWARE CORPORATION

BY: _____
MARTIN WEISS **DATE**
FINANCIAL CONTROLLER, PTI SEGMENT

EXHIBIT A
AGR17-10

Rate Schedule

Contractor shall charge a fixed price of \$175,000 for the Core Initial Study, which entails stochastic analysis of six portfolios across two CPP cases as defined in Section A above. This fixed-price, includes the presentation of the preliminary report to County and its results to the Board of Public Utilities by two Contractor team members. If additional trips are requested for the stakeholder meeting or the staff meetings, the travel for each would be capped at a cost of \$3250 per person and will be billed at cost. The team will request approval from the DPU prior to making any travel plans.

If requested by County to analyze more than six portfolio options as indicated in the Section A above, Contractor shall bill based upon the rate schedule defined below:

Core Initial Study \$175,000 Fixed Price (6 portfolios – 2 CPP options)

- Short Term IRP – Hours by Task and Key Team:

Project Team Member	Project Management	Assumptions Metrics	Portfolio Definition	Portfolio Screening	Stochastic Risk Analysis	Report	Total Hours	Cost
Gary Vicinus	6	2	2	3	3	1	16	\$8,600
Fengrong Li	16	0	3	0	0	3	22	\$8,822
Chuck Fan	7	1	0	2	4	1	15	\$6,212
Melissa Haugh	0	1	0	0	0	0	2	\$720
Halt Bradshaw	0	1	0	0	0	0	2	\$630
Karthik Viswanathan	0	10	0	0	10	0	19	\$7,103
Brian Kwak	5	0	6	6	6	0	24	\$7,695
Peter Hubbard	0	3	0	0	0	0	3	\$1,226
Kwang Kim	0	2	5	10	14	2	33	\$10,618
Paul Sharpe	0	2	5	10	14	5	36	\$10,572
Olivia Valentine	0	3	3	10	14	5	35	\$7,802
Total	34	25	25	42	65	17	208	\$70,000

- Long Term IRP – Hours by Task and Key Team:

Project Team Member	Project Management	Assumptions, Metrics	Portfolio Definition	Portfolio Screening	Stochastic Risk Analysis	Report	Total	Cost
Gary Vicinus	10	3	3	4	4	1	26	\$13,788
Fengrong Li	26	0	5	0	0	4	35	\$14,145
Chuck Fan	11	2	0	4	6	2	25	\$9,959
Melissa Haugh	0	2	0	1	0	0	3	\$1,155
Halt Bradshaw	0	2	0	0	0	0	2	\$1,010
Karthik Viswanathan	0	10	0	0	10	0	21	\$7,536
Brian Kwak	5	0	7	7	7	0	26	\$8,165
Peter Hubbard	0	3	0	0	0	0	4	\$1,310
Kwang Kim	0	4	9	20	23	3	58	\$18,475
Paul Sharp	0	3	9	16	23	9	58	\$16,949
Olivia Valentine	0	4	4	16	23	9	56	\$12,509
Total	52	34	36	68	95	28	312	\$105,000

Additional travel	\$3,250	per trip (optional at County's request)
Additional Portfolios	\$5,000	per portfolio (beyond 6)
Additional post 2025 options	\$5,000	per option (beyond extend as is and one additional)
Value of Selling Unit 4	\$8,000	optional assessment – fixed price

IRP Update \$100,000 Based on scope in accordance with rates below:

Project Team Member	Project Management	Assumptions Metrics	Portfolio Definition	Portfolio Screening	Stochastic Risk Analysis	Report	Total	Cost
Gary Vicinus	10	3	3	4	4	1	27	\$14,130
Fengrong Li	11	0	5	0	0	4	21	\$8,312
Chuck Fan	11	2	0	4	6	2	25	\$10,206
Melissa Haugh	0	2	0	1	0	0	3	\$1,183
Halt Bradshaw	0	2	0	0	0	0	3	\$1,035
Karthik Viswanathan	0	17	0	0	0	0	17	\$6,038
Brian Kwak	17	2	2	2	2	2	26	\$8,235
Peter Hubbard	0	5	0	0	0	0	5	\$1,739
Kwang Kim	0	4	9	20	23	3	59	\$18,932
Paul Sharp	0	3	9	16	23	9	60	\$17,369
Olivia Valentine	0	4	4	16	23	9	57	\$12,819
Total	49	43	32	64	82	30	301	\$100,000

EXHIBIT B
AGR17-10

Confidential Information Disclosure Statement

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor: _____

County: _____

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates will protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the confidential information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the

request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

4. **Termination** - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is in the possession of subcontractors, agents, or associates of Recipient. (ii) If Recipient determines that returning or destroying Confidential Information is not feasible, Recipient shall provide to Discloser written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Confidential Information is not feasible, Recipient shall extend the protections of this Confidential Information Disclosure Statement to such Confidential Information and shall limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Confidential Information. (iii) The respective rights and obligations of Recipient under this paragraph shall survive the termination of the Agreement of the parties to which this Confidential Information Disclosure Statement attaches.
5. **Choice of Law** – Without regard to conflict of law provisions, this Statement is governed by and shall be construed in accordance with the laws of the State of New Mexico.
6. **Miscellaneous** – Except as otherwise provided in the above-referenced agreement Between County and Contractor, all Confidential Information provided under the above referenced Agreement is proprietary in nature and belongs to and shall inure to the benefit of the Discloser. Recipient shall not acquire any patent, copyright, mask work, or trademark rights under this Statement. This Statement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, service, or product; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties, supersedes all oral or implied agreements concerning Confidential Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.
7. **Indemnity** – Contractor shall indemnify, hold harmless, and defend County, its Council Members employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal and equitable), and costs and expenses, including without limitation attorney's fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof or the performance of Contractor's employees, agents, representatives, and subcontractors.

Signed this ___ day of _____, 20__

Contractor

County

By

By

Title

Title

BUDGET REVISION FORM

DATE to be submitted to Board: October 19, 2016
DATE to be submitted to Council: **October 25, 2016**

REVISION NO: 2017-08

DEPARTMENT: Utilities - Electric Production

PREPARED BY: Finance

BATCH NUMBER:

DATE POSTED:

**FUND BALANCES OR
RETAINED EARNINGS:**

Fund Account / Code/ (ss# - internal use only)	Account Title	From (-)	To (+)
511-2989	Electric Production Fund Balance	132,100	

REVENUES OR
TRANSFERS IN:

Fund Account / Code/ (ss# - internal use only)	Account Title	From (+)	To (-)

**EXPENDITURES/EXPENSES OR
TRANSFERS OUT:**

Fund Account / Code/ (ss# - internal use only)	Account Title	From (-)	To (+)
EP3209 8369	Electric Production Contract Admin		132,100
	TOTALS	132,100	132,100

JUSTIFICATION AND FISCAL IMPACT:

Justification: This budget revision increases the budget in the Electric Production subfund by \$132,100 for an updated Integrated Resource Plan (IRP). The county partners with DOE-LANL through the Electric Coordination Agreement (known as the Los Alamos Power Pool). An IRP is a power supply study is a utility plan for meeting forecasted annual peak and energy demand, please established reserve margin through a combination of supply-side and demand-side resources.

Fiscal Impact: The impact of this revision to the Electric Production Fund is an increase in expenses and a decrease in fund balance of \$132,100.

DATE APPROVED:	January 20, 2016
TITLE:	Strategic Policy for Electrical Energy Resources

The Board of Public Utilities adopted, as part of a strategic policy, the following resource recommendations adapted from the 7 July 2015 "Future Electrical Energy Resources" report:

1. The definition of "carbon-neutral electrical energy provider" adopted by the Board of Public Utilities on January 20, 2016 should accompany or be included in board's "carbon neutrality" goal.
2. Incorporate "environmental impact, specifically greenhouse gas production," as a factor to be considered in all resource decisions.
3. Encourage more efficient use (conservation) of electrical energy by Los Alamos County consumers.
4. Support replacement of petroleum-fueled motor vehicles with all-electric vehicles. Consider locating more electric vehicle charging stations around the County or at LANL.
5. Maintain and operate the Abiquiu and El Vado hydroelectric plants as the backbone of the Los Alamos County long-term future electrical supply.
6. Plan to exit San Juan Generating Station share ownership in the mid-2020's, under the most opportune circumstances.
7. Explore sale of the Laramie River Station purchased power agreement. Sell if and when economically feasible and consistent with the needs of the Electric Coordination Agreement Pool, considering the continued carbon production and increasing regulatory risks associated with that plant.
8. Continue to explore participation in the UAMPS nuclear power project as a replacement source of base power, carefully considering plant safety, realistic life-cycle costs, and potential for a cooperative power-sharing arrangement with DOE/LANL after 2025.
9. Pursue access (transfer or long-term lease) to suitable utility-scale photo-voltaic generation sites presently owned by DOE/LANL.
10. Monitor feasibility and costs for battery storage, including at least Li-ion and Vd-flow batteries.
11. Explore feasibility (including access to present DOE/LANL lands) and estimate costs of pumped hydro storage somewhere within Los Alamos County.
12. Evaluate feasibility, including market interest, for a community solar garden if bandwidth or other limits are not being approached by individual installations.
13. Explore current interest in a hydroelectric project at Cochiti Dam with the Pueblo.

DATE APPROVED:	March 16, 2016
TITLE:	Strategic Policy for Distributed Energy Resources (DER) and Rate Structure

The Board of Public Utilities adopted, as part of a strategic policy, the following recommendations from the 7 July 2015 "Future Electrical Energy Resources" report:

1. Complete smart meter implementation for all customers.
2. Develop an engineering model of the distribution system that will indicate how much DER generation can safely be absorbed.
3. Complete studies to determine how much DER generation can be tolerated before causing an unacceptable number of bandwidth exceedances.
4. Establish limits, based on DER generation absorption and bandwidth exceedance considerations, on how much DER generation can be tolerated in the system. Update these limits as necessary. Make it clear that permit issuance will be suspended once those limits have been reached pending expansion of system tolerance of increased DER generation.
5. Require smart inverters (at least "Phase 1") on new DER systems as they become available. After smart inverters are available, all DER system inverter replacements should be of the smart type.
6. It clear in DER installation permits that rates and rate structures are not guaranteed to any point in the future.
7. Determine whether utility-scale, circuit, or neighborhood scale DER storage, or combination(s) of these approaches make the most sense technically and economically for firming DER generation. Take that determination into account in any rate structure.
8. large customers, require or encourage (via rates) that at least large loads be dispatchable. County government and the Department of Public Utilities can and should lead by example.
9. For large DER producers, require or encourage (via rates) dispatchable storage and generation and Phase 2 or 3 inverters as they become available. The County government and the Department of Public Utilities can and should lead by example.
10. All DPU customers (DER and non-DER) should be charged the same appropriate rate(s) for all services and energy (not just net energy) supplied by the utility.
11. Implement Time-of-Use pricing for both consumption and generation once smart meters are available to do so.
12. DER producers should be paid for the power they supply to the utility based on at least the average estimated avoided cost for the time period in which it is supplied. The rate(s) should reflect whether the power is firm and whether it is dispatchable.
13. Consider whether or not a non-economic Value-of-Solar Tariff should be a part of the reimbursement rate structure for DER generation and how it should be phased out as solar benefits relative to other non-carbon sources decline.



County of Los Alamos

Staff Report

October 25, 2016

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: C.

Index (Council Goals): * 2016 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure

Presenters: Philo Shelton, Public Works Director and Eric Martinez, County Engineer

Legislative File: RE0324-16

Title

Consolidated Proposed Action on Incorporated County of Los Alamos Resolutions No. 16-21, 16-22, and 16-23, Resolutions of Support for County Participation in the 2016-17 New Mexico Department of Transportation Local Government Road Fund for Reconstruction and Pavement Rehabilitation/Improvements of Various County Roads in Los Alamos, New Mexico Under the Cooperative Agreement Program, School Bus Route Program, and the County Arterial Program.

Recommended Action

I move that Council approve Incorporated County of Los Alamos Resolutions No. 16-21, 16-22, and 16-23, Resolutions of Support for County Participation in the 2015-16 New Mexico Department of Transportation Local Government Road Fund for Reconstruction and Pavement Rehabilitation/Improvements of Various County Roads in Los Alamos, New Mexico Under the Cooperative Agreement Program, School Bus Route Program, and the County Arterial Program.

..Manager's Recommendation

The County Manager recommends that Council approve this motion as presented.

Body

Annually, Engineering Staff submits grant applications to the New Mexico Department of Transportation (NMDOT) to help fund County roadway improvements through the Local Government Road Fund which is comprised of the Cooperative Agreement, School Bus Route, and County Arterial Programs.

For Fiscal Year 2016-17, the NMDOT awarded Los Alamos County a combined amount of \$243,835, comprised of a 75% State Share (\$182,876) and 25% County Match (\$60,959). These funds will be utilized in the 2017 construction season to offset road construction costs. Specifically, the grant funding will be utilized for reconstruction and pavement rehabilitation in the Cumbres del Sol Subdivision on North Mesa programmed for FY17 funding in the amount of \$1,747,080 in accordance with the 10 Year Road Reconstruction CIP which is based upon pavement condition ratings.

NMDOT requires that a resolution for each Local Government Road Fund Program be submitted before the grant agreements are prepared and submitted. The Attorney's Office has reviewed the attached resolutions and they have been published as required by County Code. Copies of the Resolutions and Notices of Legal Publication are attached for reference

(Attachments B, C, D, and E).

Fiscal and Staff Impact/Planned Item

The total funding amount of \$243,835 consists of \$182,876 (75% State Share) and \$60,959 (25% County match). A detailed breakdown of funding amounts by Program is attached for reference (Attachment A). Funds for the County's share are available from the FY 2017 Roadway Capital Improvement Program.

The Public Works Department will oversee the contract work and administer the grants in cooperation with the County's Finance Division.

Attachments

- A - Local Government Road Fund Grant Detail;
- B - Resolution 16-21 - SP-5-117(181);
- C - Resolution 16-22 - SB-7803(100)17;
- D - Resolution 16-23 - CAP-5-17(467); and
- E - Notices of Legal Publication

Local Government Road Funding Detail

Resolution No.	County Match	NMDOT Funding	Total
16-21	\$23,274	\$69,823	\$ 93,097
16-22	\$30,000	\$90,000	\$120,000
16-23	\$7,684	\$23,054	\$ 30,738
Total	\$60,958	\$182,877	\$243,835

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 16-21

**A RESOLUTION OF SUPPORT FOR COUNTY PARTICIPATION
IN THE 2016-17 NEW MEXICO DEPARTMENT OF
TRANSPORTATION LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT FOR RECONSTRUCTION AND
PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS
COUNTY ROADS IN LOS ALAMOS, NEW MEXICO, UNDER THE
COOPERATIVE AGREEMENT PROJECT NO. SP-5-17(181)**

WHEREAS, pursuant to Section 67-3-28.2, NMSA 1978, assistance for local road construction and repair is available through the New Mexico Department of Transportation from the Local Government Road Fund; and

WHEREAS, the Incorporated County of Los Alamos (County) applied for funding from the Cooperative Agreement Program for reconstruction and pavement rehabilitation/improvements of various County roads in Los Alamos, New Mexico (the Project). The total Project cost (including the 25% County participation) is \$93,097.00; and

WHEREAS, the County has agreed with the State of New Mexico to utilize the funds from the Cooperative Agreement for reconstruction and pavement rehabilitation/improvements of various County roads; and

WHEREAS, to obtain funds from the Local Government Road Fund, a local government must agree to provide matching funds pursuant to Section 67-3-32, NMSA 1978; and

WHEREAS, the Council of the Incorporated County of Los Alamos supports the Project and will provide 25% of the funds for the Project as required under the Cooperative Agreement Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Incorporated County of Los Alamos that:

Section 1. The County Manager of the Incorporated County of Los Alamos is authorized to execute the County Cooperative Agreement to obtain funds for reconstruction and pavement rehabilitation/improvements of various County roads in Los Alamos, New Mexico.

Section 2. The Council of the Incorporated County of Los Alamos supports reconstruction and pavement rehabilitation/improvements of various County roads in Los Alamos, New Mexico, and will provide matching funds for this Project in the amount of \$23,274.00.

PASSED AND ADOPTED this 25th day of October, 2016.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS, NEW MEXICO**

**Rick Reiss
Council Chair**

ATTEST: (Seal)

**Sharon Stover
Los Alamos County Clerk**

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 16-22

**A RESOLUTION OF SUPPORT FOR COUNTY PARTICIPATION
IN THE 2016-17 NEW MEXICO DEPARTMENT OF
TRANSPORTATION LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT FOR RECONSTRUCTION AND
PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS
COUNTY ROADS IN LOS ALAMOS, NEW MEXICO, UNDER THE
SCHOOL BUS ROUTE PROGRAM PROJECT NO. SB-
7803(100)17**

WHEREAS, pursuant to Section 67-3-28.2, NMSA 1978, assistance for local road construction and repair is available through the New Mexico Department of Transportation from the Local Government Road Fund; and

WHEREAS, the Incorporated County of Los Alamos (County) applied for funding from the School Bus Route Program for reconstruction and pavement rehabilitation/improvements of various County roads in Los Alamos, New Mexico (the Project). The total Project cost (including the 25% County participation) is \$120,000.00; and

WHEREAS, the County has agreed with the State of New Mexico to utilize awarded funds from the School Bus Route Program for reconstruction and pavement rehabilitation/improvements of various County roads; and

WHEREAS, to obtain funds from the Local Government Road Fund, a local government must agree to provide matching funds pursuant to Section 67-3-32, NMSA 1978; and

WHEREAS, the Council of the Incorporated County of Los Alamos supports the Project and will provide 25% of the funds for the Project as required under the School Bus Route Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Incorporated County of Los Alamos that:

Section 1. The County Manager of the Incorporated County of Los Alamos is authorized to execute the School Bus Route Cooperative Agreement to obtain funds for reconstruction and pavement rehabilitation/improvements of various County roads in Los Alamos, New Mexico.

Section 2. The Council of the Incorporated County of Los Alamos supports reconstruction and pavement rehabilitation/improvements of various County roads in Los Alamos, New Mexico, and will provide matching funds for this Project in the amount of \$30,000.00.

PASSED AND ADOPTED this 25th day of October, 2016.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS, NEW MEXICO**

**Rick Reiss
Council Chair**

ATTEST: (Seal)

**Sharon Stover
Los Alamos County Clerk**

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 16-23

**A RESOLUTION OF SUPPORT FOR COUNTY PARTICIPATION
IN THE 2016-17 NEW MEXICO DEPARTMENT OF
TRANSPORTATION LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT FOR RECONSTRUCTION AND
PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS
COUNTY ROADS IN LOS ALAMOS, NEW MEXICO, UNDER THE
COUNTY ARTERIAL PROGRAM PROJECT NO. CAP-5-17(467)**

WHEREAS, pursuant to Section 67-3-28.2, NMSA 1978, assistance for local road construction and repair is available through the New Mexico Department of Transportation from the Local Government Road Fund; and

WHEREAS, the Incorporated County of Los Alamos (County) applied for funding from the County Arterial Program for the reconstruction and pavement rehabilitation/improvements of various County roads in Los Alamos, New Mexico (the Project). The total Project cost (including the 25% County participation) is \$30,738.00; and

WHEREAS, the County has agreed with the State of New Mexico to utilize the funds from the County Arterial Program for reconstruction and pavement rehabilitation/improvements of various County roads; and

WHEREAS, to obtain funds from the Local Government Road Fund, a local government must agree to provide matching funds pursuant to Section 67-3-32, NMSA 1978; and

WHEREAS, the Council of the Incorporated County of Los Alamos supports the Project and will provide 25% of the funds for the Project as required under the County Arterial Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Incorporated County of Los Alamos that:

Section 1. The County Manager of the Incorporated County of Los Alamos is authorized to execute the County Arterial Program Cooperative Agreement to obtain funds for reconstruction and pavement rehabilitation/improvements of various County roads in Los Alamos, New Mexico.

Section 2. The Council of the Incorporated County of Los Alamos supports the reconstruction and pavement rehabilitation/improvements of various County roads in Los Alamos, New Mexico, and will provide matching funds for this Project in the amount of \$7,684.00.

PASSED AND ADOPTED this 25th day of October, 2016.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS, NEW MEXICO**

**Rick Reiss
Council Chair**

ATTEST: (Seal)

**Sharon Stover
Los Alamos County Clerk**

NOTICE OF RESOLUTION NO. 16-21

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council, Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County **Resolution No. 16-21**. This will be considered by the County Council at an open meeting on Tuesday, October 25, 2016 at 6:00 PM, at the at the White Rock Fire Station 3: 129 State Road 4. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Ave, Suite 240.

Council of the Incorporated County of Los Alamos

By: /s/ Rick Reiss, Council Chair

Attest: /s/ Sharon Stover, County Clerk

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 16-21

A RESOLUTION OF SUPPORT FOR COUNTY PARTICIPATION IN THE 2016-17 NEW MEXICO DEPARTMENT OF TRANSPORTATION LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT FOR RECONSTRUCTION AND PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS IN LOS ALAMOS, NEW MEXICO, UNDER THE COOPERATIVE AGREEMENT PROJECT NO. SP-5-17(181)

NOTICE OF RESOLUTION NO. 16-22

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council, Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County **Resolution No. 16-22**. This will be considered by the County Council at an open meeting on Tuesday, October 25, 2016 at 6:00 PM, at the at the White Rock Fire Station 3: 129 State Road 4. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Ave, Suite 240.

Council of the Incorporated County of Los Alamos

By: /s/ Rick Reiss, Council Chair

Attest: /s/ Sharon Stover, County Clerk

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 16-22

A RESOLUTION OF SUPPORT FOR COUNTY PARTICIPATION IN THE 2016-17 NEW MEXICO DEPARTMENT OF TRANSPORTATION LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT FOR RECONSTRUCTION AND PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS IN LOS ALAMOS, NEW MEXICO, UNDER THE SCHOOL BUS ROUTE PROGRAM PROJECT NO. SB-7803(100)17

NOTICE OF RESOLUTION NO. 16-23

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council, Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County **Resolution No. 16-23**. This will be considered by the County Council at an open meeting on Tuesday, October 25, 2016 at 6:00 PM, at the at the White Rock Fire Station 3: 129 State Road 4. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Ave, Suite 240.

Council of the Incorporated County of Los Alamos

By: /s/ Rick Reiss, Council Chair

Attest: /s/ Sharon Stover, County Clerk

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 16-23

A RESOLUTION OF SUPPORT FOR COUNTY PARTICIPATION IN THE 2016-17 NEW MEXICO DEPARTMENT OF TRANSPORTATION LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT FOR RECONSTRUCTION AND PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS IN LOS ALAMOS, NEW MEXICO, UNDER THE COUNTY ARTERIAL PROGRAM PROJECT NO. CAP-5-17(467)



County of Los Alamos

Staff Report

October 25, 2016

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	D.
Index (Council Goals):	* 2016 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure
Presenters:	Philo Shelton, Public Works Director and Eric Martinez, County Engineer
Legislative File:	RE0328-16

Title

Incorporated County of Los Alamos Resolution No. 16-20, A Resolution of the Incorporated County of Los Alamos Council Authorizing Application to the New Mexico Department of Transportation (NMDOT) for Federal Fiscal Year 2018/2019 Transportation Alternatives Program (TAP) Funds for the Canyon Rim Trail Underpass Project.

Recommended Action

I move that Council approve Incorporated County of Los Alamos Resolution No. 16-20, A Resolution of the Incorporated County of Los Alamos Council Authorizing Application to the New Mexico Department of Transportation (NMDOT) for Federal Fiscal Year 2018/2019 Transportation Alternatives Program (TAP) Funds for the Canyon Rim Trail Underpass Project.

..County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Resolution No. 16-20.

Body

NMDOT announced a call for projects under the TAP program and established an application deadline of November 28, 2016. Applications under this program require a resolution of sponsorship as part of the application process. Acquisition of right of way or easements are not eligible activities under this program. However, design development and construction activities are eligible within this two year funding cycle with design funding available for federal FY18, and construction funding for federal FY19.

The Canyon Rim Trail Underpass Project contemplates a grade separated structure beginning near the western terminus of Entrada Drive and extending beneath NM 502 to the beginning of the Canyon Rim Trail near the existing trailhead. This is only segment of the Canyon Rim Trail capable of being constructed within existing public rights of way which is not yet completed.

The Canyon Rim Trail has become a popular destination for residents and visitors alike. With the construction of the segment between Fire Station 6 and Smith's Marketplace nearing completion, completion of the Knecht Street connection, and pending installation of additional crossing improvements proposed with NMDOT's NM502 Reconstruction Project in 2017, pedestrian and bicycle use is expected to increase. Development of the Entrada Drive and Camino Entrada area - including the Coop Market, Hotel, and Consortium offices - and

nearby Los Alamos Mesa and Pueblo Canyon recreation trails to East Park have attracted increased trail use. The proposed underpass would provide a connection to the Canyon Rim Trail which is free of vehicular conflicts. Completion of this project would also help bolster the County's resumé to become a nationally recognized bicycle friendly community by the League of American Bicyclists.

Given the operating traffic speeds in this area are 50 MPH and greater, an at-grade crossing is not a viable or safe alternative. After a pre-application project feasibility review with NMDOT and the Regional Transportation Planning Organization, the project was determined to be viable and eligible to proceed to the final application process and grant request under the TAP Program.

The County anticipates a project award of FFY18 TAP funding for project study and design in the amount of \$320,000 and FFY19 TAP funding for project construction in the amount of \$2,020,000 for a total award of \$2,340,000. If funding is awarded, it would be comprised of \$1,999,296 (85.44%) in federal funds and a County match of \$340,704 (14.56%). During a CIP budget meeting on March 1, 2016, County Council appropriated \$1 Million for easement acquisition to extend the Canyon Rim Trail west of Smith's. At this meeting, Council asked staff to pursue all trail grant opportunities to leverage the \$1 million set aside to continue the Canyon Rim Trail. Staff proposes the minimum match amount of 14.56% come from these funds. If the County's application is successful and upon providing the local match as indicated, estimates indicate that the remaining funds available remain sufficient to continue with Council's original intent of easement acquisition and conceptual layout of the Canyon Rim Trail west of Smith's to 20th Street.

Staff has advertised an on call engineering RFP and is scheduled to request Council approval of that contract award in November 2016, which can be used to further Council's direction regarding the trail.

Prior to formal grant award, the County must provide a resolution affirming its commitment to fund, build, and maintain the project. Resolution No. 16-20 has been prepared to meet these requirements. The Resolution has been advertised as required. A copy of Resolution No. 16-20 and the Notice of Legal Publication and is attached for reference (Attachments A and B).

Alternatives

Failure to approve the resolution will result in the County being ineligible to apply or receive TAP funds for FFY2018/2019.

Fiscal and Staff Impact/Unplanned Item

On March 1, 2016, Council appropriated \$1 Million for the Canyon Rim Trail. The proposed funding application in the amount of \$2,340,000 is comprised of a federal contribution of \$1,999,296 and would require a County match of \$340,704.

Should the County receive the grant award, staff will return to Council with a Budget Revision to establish the formal project budget.

Attachments

A - Resolution No. 16-20

B - Notice of Legal Publication

C - Grant Analysis and Financial Matrix Form

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 16-20

**A RESOLUTION OF THE INCORPORATED COUNTY OF LOS ALAMOS COUNCIL
AUTHORIZING APPLICATION TO THE NEW MEXICO DEPARTMENT OF
TRANSPORTATION FOR FEDERAL FISCAL YEAR 2018/2019
TRANSPORTATION ALTERNATIVES PROGRAM FUNDS FOR
THE CANYON RIM TRAIL UNDERPASS PROJECT**

WHEREAS, the Incorporated County of Los Alamos (County), New Mexico, has the legal authority to apply for, receive and administer federal funds; and

WHEREAS, the County wishes to submit a grant application for Federal Fiscal Year 2018/2019 (FFY18/19) New Mexico Transportation Alternatives Program (TAP) funds in the amount of \$2,340,000.00, as set forth by the Federal legislation, Fixing America's Surface Transportation (FAST) Act, and as outlined in the FFY18/19 Active Transportation and Recreational Programs Guide; and

WHEREAS, the Canyon Rim Trail Underpass named in the TAP application is an eligible project under New Mexico TAP and the FAST Act; and

WHEREAS, the County acknowledges availability of the required local match of 14.56% and the availability of funds to pay all costs upfront, as TAP is a cost reimbursement program; and

WHEREAS, the County agrees, to the extent permitted by New Mexico law and subject to a budget approved by the Los Alamos County Council, to pay any costs that exceed the project amount if the application is selected for funding; and

WHEREAS, the County agrees to maintain the project constructed with TAP funding for the useable life of the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Incorporated County of Los Alamos that:

Section 1. The Los Alamos County Council, by adopting this Resolution, does hereby authorize the County Engineer to submit an application for FFY18/19 New Mexico TAP funds in the amount of \$2,340,000.00 from the New Mexico Department of Transportation (NMDOT) on behalf of the citizens of the County.

Section 2. The County assures the NMDOT that if TAP funds are awarded, sufficient funding for the local match and for upfront project costs are available, since TAP is a reimbursement program, and that any costs exceeding the award amount will be paid for by the County, to the extent permitted by New Mexico law and subject to a budget approved by the Los Alamos County Council.

Section 3. The County assures the NMDOT that if awarded TAP funds, sufficient funding for the operation and maintenance of the TAP project will be available for the life of the project, to the extent permitted by New Mexico law and subject to a budget approved by the Los Alamos County Council.

Section 4. The County Manager is authorized to enter into a Cooperative Project Agreement with the NMDOT for design and construction of the TAP project using these funds as set forth by the FAST Act on behalf of the citizens of the County. The County Engineer is also authorized to submit additional information as may be required and act as the official representative of the County in this and subsequent related activities.

Section 5. The County assures the NMDOT that the County is willing and able to administer all activities associated with the proposed project.

PASSED AND ADOPTED this 25th day of October, 2016.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS, NEW MEXICO**

**Rick Reiss
Council Chair**

ATTEST:

**Sharon Stover
Los Alamos County Clerk**

NOTICE OF RESOLUTION NO. 16-20

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council, Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County **Resolution No. 16-20**. This will be considered by the County Council at an open meeting on Tuesday, October 25, 2016 at 6:00 PM, at the at the White Rock Fire Station 3: 129 State Road 4. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Ave, Suite 240.

Council of the Incorporated County of Los Alamos

By: /s/ Rick Reiss, Council Chair

Attest: /s/ Sharon Stover, County Clerk

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 16-20

A RESOLUTION OF THE INCORPORATED COUNTY OF LOS ALAMOS COUNCIL AUTHORIZING APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR FEDERAL FISCAL YEAR 2018/2019 TRANSPORTATION ALTERNATIVES PROGRAM FUNDS FOR THE CANYON RIM TRAIL UNDERPASS PROJECT

County of Los Alamos
GRANT ANALYSIS AND FINANCIAL MATRIX FORM

This form is to be completed and submitted for review and approval prior to applying for any grant on behalf of the County of Los Alamos.

GRANT APPLICANT:

Matrix Form Submission Status: X Initial ____ Revised ____
Name of Department: Public Works Department
Name of Department Head: Philo S. Shelton
Contact Information: Email philo.shelton@lacnm.us Phone # 505-662-8106
Person Completing This Form: Desirae Lujan
Contact Information: Email desirae.lujan@lacnm.us Phone # 505-662-8212

GRANT INFORMATION:

TAP - Transportation

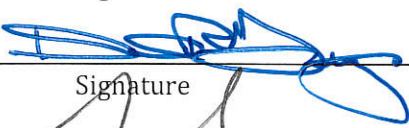
Grant Agency/Source NMDOT Name of Grant Program Alternatives Program
Application Submission Deadline: November 14th, 2016
Federal Grantor/Program Title: Federal Highway Administration/TAP and RTP - Recreational Trails Program
Federal CFDA Number: 20.205
Check Only One: Federal Direct ____ OR Federal Indirect X ____
State Grantor/Program Title: NMDOT (TAP and RTP)
Private Organization: N/A
Grant **Application**: \$ 2,067,648 Match: \$ 352,352 Total: \$ 2,420,000
Estimated Date for Notice of Award (if awarded): March 2017
Does Grant include loan component? Yes ____ No X
Loan Terms (interest rate, years to repay) _____

Review and Approvals

Department Head:  8362 10-5-16
Signature Employee # Date

Other Department Head: _____
Signature Employee # Date

Budget Manager:  10-4-16
Signature Employee # Date

Finance Grants Mgr:  10.07.16
Signature Employee # Date

County Manager:  10/8/16
Signature Employee # Date

Date to Council for Approval to Apply for Grant: October 25, 2016

A. Describe the purpose of the grant and what will be accomplished: Design and construct an underpass for the Canyon Rim Trail beneath NM502 from the terminus of Entrada Drive to the trailhead.

B.

C. Grant Budget

Expense Type	Grant	Match/In Kind Requirement	Budget Authority (Yes or No)
Operational	\$	\$	
Outside Services	\$	\$	
Capital Outlay	\$ 2,067,645	\$ 352,352	Yes
TOTAL	\$	\$	

D. Source of Match/In Kind: FY16 CIP Funds

E. Will a budget revision be required if grant awarded? Yes X No

F. Do the resources exist in your department to accomplish the goals of the grant? Yes

G. Will resources (\$ or people) from another department be required? Yes No X
If yes, describe:

H. Frequency of reporting requirement Monthly X Quarterly Annually

I. Frequency of pay requests for reimbursement Monthly X Quarterly Annually

J. What, if anything, is the County's obligation (personnel or \$) beyond the life of the grant? Maintenance of Improvements

K. Is the County the final recipient of the grant proceeds or will there be a sub-recipient?
Yes, no subrecipient.

L. Who within the department will have responsibility for this grant?
Programmatic Reporting? Desirae Lujan
Financial Reporting? Desirae Lujan/Louise Romero



County of Los Alamos

Staff Report

October 25, 2016

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	E.
Index (Council Goals):	* 2016 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure
Presenters:	County Clerk and Sharon Stover
Legislative File:	8711-16

Title

Approval of County Council Minutes for September 20, 2016, September 27, 2016, and October 4, 2016.

Recommended Action

I move that Council approve the County Council Minutes for September 20, 2016, September 27, 2016, and October 4, 2016.

Clerk's Recommendation

The County Clerk recommends that Council approve the minutes as presented.

Attachments

- A - Draft County Council Minutes for September 20, 2016.
- B - Draft County Council Minutes for September 27, 2016.
- C - Draft County Council Minutes for October 4, 2016.



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Minutes

County Council – Work Session

*Rick Reiss, Council Chair; Susan O'Leary, Vice Chair;
James T. Chrobocinski, Steven Girrens, Kristin Henderson,
David Izraelevitz and Pete Sheehey, Councilors*

Tuesday, September 20, 2016

6:00 PM

Fire Station No. 3
129 State Road 4-White Rock
TELEvised

1. OPENING/ROLL CALL

The Chair, Rick Reiss, called the meeting to order at 6:00 PM.

The following Councilors were in attendance:

**Present: 7 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens,
Councilor Henderson, Councilor Izraelevitz and Councilor Sheehey**

Councilor Henderson arrived during Item 3.A.

Councilor Chrobocinski participated via telephone until Item 3.B.

Councilor Reiss announced public comment will be heard after the bond projects presentations.

2. APPROVAL OF AGENDA

A motion was made by Councilor Girrens, seconded by Councilor Izraelevitz, that the Agenda be approved, as presented.

The motion passed by acclamation with the following vote:

**Yes: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens,
Councilor Izraelevitz and Councilor Sheehey**

Absent: 1 - Councilor Henderson

3. BUSINESS

A. Briefing by Jeff Johnson, Chair of the Board of Public Utilities.

Councilor Henderson arrived during this item, at 6:07 PM.

Mr. Jeff Johnson, Chair of the Board of Public Utilities, spoke.

Mr. Steve Cummins, Power Supply Deputy Utilities Manager, spoke.

Mr. Steven Lynne, Deputy County Manager, spoke.

Public Comment:

None.

B. 2017 Bond Projects presentation by Dekker/Perich/Sabatini.

Mr. Steven Lynne, Deputy County Manager, spoke.
Mr. Philo Shelton, Public Works Director, spoke.

Mr. Will Gleason, Project Manager - DPS AICP, LEED AP, Principal / Urban Planner, spoke.
Mr. Craig Bouck, Barker Rinker Seacat Architecture, spoke.
Mr. Ken Romig, ASLA Associate / Landscape Architect, spoke.

RECESS

Councilor Reiss called for a recess at 8:09 PM. The meeting reconvened at 8:23 PM.

Public Comment:

The following citizens provided feedback and/or suggestions on the bond projects discussed.

Mr. David Jolly, 115 Azure Avenue, spoke.
Mr. Ed Birnbaum, 926 Circle Drive, spoke.
Mr. Dave Fox, spoke as a business owner near Deacon Street, spoke.
Mr. Darren Meadows, 4940 Hermosura, spoke.
Mr. Chris Jeffery, 1627 Camino Uva, spoke.
Mr. Mike Steinzig, 299 La Cueva, spoke.
Mr. Rob Maes, 2046 45th Street, spoke.
Mr. Antonio Maggiore, 4102 Fairway Drive, spoke.
Mr. Ted Ball, 152 Maple Drive, spoke.
Mr. Tom Fairbanks, 767 42nd Street, spoke.

4. PUBLIC COMMENT

None.

5. ADJOURNMENT

The meeting adjourned at 10:15 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Rick Reiss, Council Chair

Attest:

Sharon Stover, County Clerk

Meeting Transcribed by: Naomi D. Maestas, Senior Deputy Clerk



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Minutes

County Council – Regular Session

*Rick Reiss, Council Chair; Susan O'Leary, Vice Chair;
James T. Chrobocinski, Steven Girrens, Kristin Henderson,
David Izraelevitz and Pete Sheehey, Councilors*

Tuesday, September 27, 2016

6:00 PM

Council Chambers-1000 Central Avenue
TELEvised

1. OPENING/ROLL CALL

The Chair, Rick Reiss, called the meeting to order at 6:01 p.m.

The following Councilors were in attendance:

Present: 7 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens,
Councilor Henderson, Councilor Izraelevitz and Councilor Sheehey

2. PUBLIC COMMENT

Mr. Tai Bixby, 130 Lincoln Suite K, Santa Fe, offered his services as a realtor to the County, marketing properties the County currently has for sale.

Ms. Sylvan Argo, 2059 G 41st and Mr. George Marsten, 992 Nambe Place, provided statistics on attendance for the Los Alamos Teen Center and extended an invitation to Council and the Public to attend the one year anniversary open house on November 3rd from 5 pm to 7pm.

3. APPROVAL OF AGENDA

A motion was made by Councilor Izraelevitz, seconded by Councilor Chrobocinski, that the agenda be approved as presented.

The motion passed by acclamation with the following vote:

Yes: 7 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens,
Councilor Henderson, Councilor Izraelevitz and Councilor Sheehey

4. CONSENT AGENDA

Consent Motion:

A motion was made by Councilor Izraelevitz, seconded by Councilor Chrobocinski, that Council approve the items on the Consent Agenda as presented and that the motions in the staff reports be included for the record.

- A. Approval of Amendment No. 1 to Services Agreement No. AGR16-056 with AESI-US, Inc. in the amount of \$219,750.00, plus Applicable Gross Receipts Tax, for the Purpose of Support Services for North American Electric Reliability Corporation (NERC) / Western Electricity Coordinating Council (WECC) Cyber Security Standards

I move that Council approve Amendment No. 1 to Services Agreement No. AGR16-056 with AESI-US, Inc. in the amount of \$219,750.00, plus Applicable Gross Receipts Tax, for the Purpose of Support Services for North American Electric Reliability Corporation (NERC) / Western Electricity Coordinating Council (WECC) Cyber Security Standards.

- B. Incorporated County of Los Alamos Resolution No.16-19; A Resolution Authorizing the County Council Chair or Los Alamos County Utilities Manager to Approve Submission of Completed Applications and Necessary Documents for 2017 Applications to the Water Trust Board for Funding for Non-Potable Water System Projects

I move that Council adopt Incorporated County of Los Alamos Resolution No. 16-19; A Resolution Authorizing the County Council Chair or Los Alamos County Utilities Manager to Approve Submission of Completed Applications and Necessary Documents for 2017 Applications to the Water Trust Board for Funding for Non-Potable Water System Projects

- C. County Council Minutes for August 23, August 30, and September 6, 2016.

I move Council approve the County Council Minutes for August 23, August 30, and September 6, 2016.

- D. Board/Commission Appointment(s) - Labor Management Relations Board.

I move that Council approve the appointment of the following individuals to the Labor Management Relations Board with terms ending August 31, 2017; Nathan "Trey" Frazier as the Labor Representative, Felicia Orth as the Management Representative, and Epifano "Eppie" Trujillo as the representative jointly selected by the Management and Labor nominees.

- E. Award of Bid No. 2017-08 for the Purpose of the East Road Gas and Electric Replacement Project to Paul Parker Construction, in the Amount of \$580,500.00, plus Applicable Gross Receipts Tax

I move that Council approve the Award of Bid No. 2017-08 for the Purpose of East Road Gas and Electric Replacement Project, to Paul Parker Construction, in the Amount of \$580,500.00 and a contingency in the amount of \$58,050.00, for a total of \$638,550.00, plus Applicable Gross Receipts Tax

- F. Approval of Change Order No. 2 to Bid No. 16-052 for the Purpose of Kwage Mesa Non-potable Water Line Replacement Project with Paul Parker Construction, for an Increase in the Contract Amount of \$31,000.00, for a new total of \$329,218.50, plus Applicable Gross Receipts Tax.

I move that Council approve Change Order No. 2 to Bid No. 16-052 for the Purpose of the Kwage Mesa Non-potable Water Line Replacement Project with Paul Parker Construction for an increase in the contract amount of \$31,000.00, for a total contract amount of \$329,218.50, plus Applicable Gross Receipts Tax

- G. Contract for General Services, Agreement No. AGR17-05 with Sculpture Smart, LLC in an Amount Not To Exceed Seventy-Five Thousand Dollars (\$75,000) for Five Years, plus Applicable Gross Receipts Tax, for the Purpose of Outdoor Sculpture Cleaning and Maintenance.

I move that Council approve the expenditure of Art in Public Places funds for a multi-year agreement, AGR17-05, with Sculpture Smart, LLC in a total amount not to exceed \$75,000, plus applicable gross receipts tax, for the purpose of outdoor sculpture cleaning and maintenance of the Los Alamos County Public Art Collection.

Approval of the Consent Agenda:

The motion passed with the following vote:

Yes: 7 – Councilor Reiss, Councilor O’Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson, Councilor Izraelevitz and Councilor Sheehey

5. PUBLIC HEARING(S)

- A. Incorporated County of Los Alamos Code Ordinance No. 02-268; An Ordinance Amending Chapter 40, Article III, Sections 40-151, 40-152 and 40-154 of the Code of Ordinances of the Incorporated County of Los Alamos Relating to Gas Rates

Mr. Bob Westervelt, Deputy Utilities Manager, spoke.

Ms. Katie Thwaites, Acting County Attorney, spoke.

Mr. Tim Glasco, Utilities Manager, spoke.

Public Comment:

Ms. Chris Chandler, 1208 9th Street, expressed concern with the proposed ordinance.

Mr. Norm Wilson, 676 47th Street, provided feedback on the proposed ordinance and sought clarification on the establishment of variable gas rates.

A motion was made by Councilor Chrobocinski, seconded by Councilor Girrens, that Council adopt Incorporated County of Los Alamos Code Ordinance No. 02-268; An Ordinance Amending Chapter 40, Article III, Sections 40-151, 40-152 and 40-154 of the Code of Ordinances of the Incorporated County of Los Alamos Relating to Gas Rates; I further move that, upon passage, the Ordinance be published in summary form.

The motion passed with the following vote:

Yes: 7 – Councilor Reiss, Councilor O’Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson, Councilor Izraelevitz and Councilor Sheehey

- B. Incorporated County of Los Alamos Code Ordinance No. 02-267; An Ordinance Amending Chapter 40, Article III, Sections 40-171 and 40-175 of the Code of Ordinances of the Incorporated County of Los Alamos Pertaining to Potable Water Rates and Bulk Delivery Rates

Mr. Bob Westervelt, Deputy Utilities Manager, spoke.

Mr. Tim Glasco, Utilities Manager, spoke.

Public Comment:

Mr. Brady Burke, 2474 32nd Street, suggested a plan be put in place for the additional money received from increases before the increase is done.

Ms. Sherry Evans-Carmichael, 4007 Sycamore Street, comments on the County's use of its San Juan Chama water allocation.

A motion was made by Councilor Girrens, seconded by Councilor Chrobocinski, that Council adopt Incorporated County of Los Alamos Code Ordinance No. 02-267; an Ordinance Amending Chapter 40, Article III, Sections 40-171 and 40-175 of the Code of Ordinances of the Incorporated County of Los Alamos Pertaining to Potable Water Rates and Bulk Delivery Rates; I further move that, upon passage, the Ordinance be published in summary form.

The motion passed with the following vote:

Yes: 7 – Councilor Reiss, Councilor O’Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson, Councilor Izraelevitz and Councilor Sheehey

RECESS

Councilor Reiss called for a recess at 8:25 p.m. The meeting reconvened at 8:41 p.m.

- C.** Incorporated County Of Los Alamos Code Ordinance No. 02-269 An Ordinance Amending Chapter 34, Article I, Of The Los Alamos County Code Of Ordinances By Adding Sections 34-20 Through 34-23 To Require Property Owners And Occupants To Remove And Properly Dispose Of All Snow Accumulated On, Adjacent, And Abutting Sidewalks.

Mr. Paul Andrus, Community Development Director, spoke.

Mr. Philo Shelton, Public Works Director, spoke.

Mr. Dan Erickson, Traffic and Streets Coordinator, spoke.

Mr. Harry Burgess, County Manager, spoke.

Public Comment:

Mr. Norm Wilson, 676 47th Street, spoke in opposition of the ordinance.

Mr. Brady Burke, 2474 36th Street, spoke in opposition of the ordinance.

Mr. Travis Peery, 2291 48th Street, spoke in opposition of the ordinance.

Mr. Antonio Maggiore, 4102 Fairway Drive, spoke in opposition of the ordinance.

A motion was made by Councilor Izraelevitz, seconded by Councilor Henderson, that Council adopt Incorporated County of Los Alamos Code Ordinance No. 02-269 and ask the staff to ensure that it is published as provided in the County Charter.

The motion failed with the following vote:

Yes: 2 – Councilor Henderson, Councilor Izraelevitz

No: 5 – Councilor Reiss, Councilor O’Leary, Councilor Chrobocinski, Councilor Girrens, and Councilor Sheehey

7. COUNCIL BUSINESS

A. Appointments

1) Board/Commission Appointment(s) - Fuller Lodge Historic Districts Advisory Board.

A motion was made by Councilor Sheehey, seconded by Councilor O'Leary, to nominate Leslie Linke, and Anna Marie Solomon to fill one vacancy on the Fuller Lodge Historic Districts Advisory Board and move that Council appoint one nominee to the vacant position as follows:

By roll call vote, Councilors vote for one nominee and the one nominee with the highest vote total of four or more will be appointed to fill the vacant position which terms begins on October 1, 2016 and ends on September 30, 2020.

Councilor Reiss called for a roll call vote:

Councilor's Reiss, O'Leary, Chrobocinski, Girrens, Henderson, Izraelevitz and Sheehey voted for: Ms. Leslie Linke.

Ms. Leslie Link was appointed to fill the term ending September 30, 2020 on the Fuller Lodge Historic Districts Advisory Board.

2) Board/Commission Appointment(s) - Personnel Board.

A motion was made by Councilor Izraelevitz, seconded by Councilor Sheehey, to nominate William Cooper and Suzanne Frary to fill one vacancy on the Personnel Board and move that Council appoint one nominee to the vacant position as follows:

By roll call vote, Councilors vote for one nominee and the one nominee with the highest vote total of four or more will be appointed to fill the vacant position which term began on April 1, 2015 and ends on March 31, 2018.

Councilor Reiss called for a roll call vote:

Councilor's Reiss, O'Leary, Chrobocinski, Girrens, Henderson, Izraelevitz and Sheehey voted for: Mr. William Cooper.

Mr. William Cooper has been appointed to fill the term ending March 31, 2018 on the Personnel Board.

B. Board, Commission and Committee Liaison Reports

Councilor Henderson Reported: She recently attended a Regional Coalition of LANL Communities, where a Legacy Waste Cleanup was presented to Los Alamos National Laboratory.

C. County Manager's Report

1) County Managers Report for September 2016

Mr. Harry Burgess, County Manager, reported.

D. Council Chair Report

None.

E. General Council Business

None.

F. Approval of Councilor Expenses

None.

G. Preview of Upcoming Agenda Items

None.

8. COUNCILOR COMMENTS

None.

9. PUBLIC COMMENT

None.

10. ADJOURNMENT

The meeting adjourned at 10:24 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Rick Reiss, Council Chair

Attest:

Sharon Stover, County Clerk

Meeting Transcribed by: Victoria L. Martinez, Deputy Clerk



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Minutes-DRAFT

County Council – Regular Session

*Rick Reiss, Council Chair; Susan O'Leary, Vice Chair;
James T. Chrobocinski, Steven Girrens, Kristin Henderson,
David Izraelevitz and Pete Sheehey, Councilors*

Tuesday, October 4, 2016

6:00 PM

Council Chambers - 1000 Central Avenue
TELEVISED

1. OPENING/ROLL CALL

The Chair, Rick Reiss, called the meeting to order at 6:03 p.m.

The following Councilors were in attendance:

Present: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski,
Councilor Girrens, Councilor Henderson and Councilor Sheehey

Absent: 1 - Councilor Izraelevitz

2. PUBLIC COMMENT

None.

Councilor Reiss announced that Council met in closed session earlier, and no action was taken.

3. APPROVAL OF AGENDA

A motion was made by Councilor Girrens, seconded by Councilor Henderson, that the agenda be approved as presented.

The motion passed by acclamation with the following vote:

Yes: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens,
Councilor Henderson and Councilor Sheehey

Absent: 1 - Councilor Izraelevitz

5. CONSENT AGENDA *(Agenda order revised at meeting)*

Consent Motion:

A motion was made by Councilor Girrens, seconded by Councilor O'Leary, that Council approve the items on the Consent Agenda as presented and that the motions in the staff reports be included for the record.

A. Appointment of Canvassing Committee for the 2016 General Election.

I move that Council appoint Shelby L. Redondo, Joseph A. D'Anna, and Jane Gordon as members of the Canvass Committee for the 2016 General Election and that Kelly Benner be appointed to act as an alternate if necessary. I further move that the County Clerk's Office coordinate the canvassing in accordance with state law.

B. Appointment of Members to the Los Alamos County DWI Planning Council

I move that the Council appoint Juanita McNiel, Municipal Court Administrator; Sgt. Monica Salazar-Casias, Los Alamos Police Department; and Abe Gordon, Inside Out Recovery, to serve 2-year terms on the Los Alamos County DWI Planning Council as outlined in the staff report

Approval of the Consent Agenda:

The motion passed with the following vote:

Yes: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson and Councilor Sheehey

Absent: 1 - Councilor Izraelevitz

4. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

A. Proclamation declaring the Week of October 3-7, 2016 as "Customer Service Week" in Los Alamos County

Councilor O'Leary read and presented the proclamation to Ms. Lisa Romero, Customer Care Center Manager.

Ms. Lisa Romero, Customer Care Center Manager, spoke.

B. Proclamation declaring the Week of October 9-15, 2016 as "Fire Prevention Week" in Los Alamos County

Councilor Girrens read and presented the proclamation to Mr. Ramon Garcia, LAFD Wildland Division Chief.

Mr. Ramon Garcia, LAFD Wildland Division Chief, spoke.

Mr. Joseph Baca, Fire Captain, spoke

C. Proclamation declaring the week of Oct. 15 - 22, 2016 as "White Cane Awareness Week" in Los Alamos County

Councilor Chrobocinski read and presented the proclamation to Mr. Vernon Kerr and Ms. Janet Morgan of the Los Alamos Low Vision Group.

Mr. Vernon Kerr, spoke.

Ms. Janet Morgan, spoke.

D. Proclamation declaring the Month of October as "Drug Free Month" in Los Alamos County

Councilor Henderson read and presented the proclamation to Mr. Dino Sgambellone, LAPD Chief.

Mr. Dino Sgambellone, LAPD Chief, spoke.

- E. Proclamation declaring the Month of October as "Domestic Violence Awareness Month" in Los Alamos County

Councilor Sheehey read and presented the proclamation to Mr. Dino Sgambellone, LAPD Chief.

Mr. Dino Sgambellone, LAPD Chief, spoke.

6. BUSINESS

- A. Scope Revisions to the Dekker/Perich/Sabatini Appendix A (Council's Direction for the 2017 Bond Projects: 1. Ice Rink Improvements; 2. Tennis Courts Addition; 3. Golf Course Improvements; 4. Recreation Center; 5. Multi-Generational Pool; 6. Existing Softball Field Improvements and Multi-Use Field; 7. Indoor Ice Rink; 8. Splash Pads/Water Feature; 9. 20th Street Extension; 10. Deacon Street; and 11. DP Road Improvements/Parcel A-8)

Mr. Philo Shelton, Public Works Director, spoke.

Mr. Harry Burgess, County Manger, spoke.

Public Comment:

Mr. Joel Williams, 51 Zuni, spoke on the Tennis Courts Addition item.

Mr. Tim Walker-Foster, 785 Aster, spoke on the Existing Softball Field Improvements and Multi-Use Field item.

Council's Direction for the 2017 Bond Projects:

8. Splash Pads/Water Feature

Consensus to move forward with Item 8 – Splash Pads/Water Feature, as presented, with a project budget of up to \$700K, passed by acclamation with the following vote:

Yes: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson and Councilor Sheehey

Absent: 1 - Councilor Izraelvitz

9. 20th Street Extension, 10. Deacon Street and 11. DP Road Improvements/Parcel A-8

Consensus to move forward with: Item 9 - 20th Street Extension; Item 10 - Deacon Street; and Item 11 - DP Road Improvements/Parcel A-8, as presented, with a combined budget of up to \$4 Million, and with design costs for Parcel A-8 further detailed, passed by acclamation with the following vote:

Yes: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson and Councilor Sheehey

Absent: 1 - Councilor Izraelvitz

1. Ice Rink Improvements

Consensus to move forward with Item 1 - Ice Rink Improvements, as presented, passed by acclamation with the following vote:

Yes: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson and Councilor Sheehey

Absent: 1 - Councilor Izraelvitz

2. Tennis Courts Addition

Consensus to move forward with Item 2 – Tennis Court Addition, as presented, with a project budget of up to \$500K passed by acclamation with the following vote:

Yes: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson and Councilor Sheehey

Absent: 1 - Councilor Izraelevitz

3. Golf Course Improvements

Consensus to move forward with Item 3 - Golf Course Improvements, as presented, with costs for each improvement further detailed, and with a project budget of up to \$5 Million, passed by acclamation with the following vote:

Yes: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson and Councilor Sheehey

Absent: 1 - Councilor Izraelevitz

4. Recreation Center

Consensus to move forward with Item 4 - Recreation Center, as presented, and to include: a field house and ice rink, be in a location with the appropriate number of courts, include lockers and administrative space, with the site limited to Pueblo Complex or Parcel A-8, and with a project budget of up to \$14 Million, passed by acclamation with the following vote:

Yes: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson and Councilor Sheehey

Absent: 1 - Councilor Izraelevitz

5. Multi-Generational Pool

Consensus to move forward with Item 5 - Multi-Generational Pool, as presented, with a project budget of up to \$6 Million, passed by acclamation with the following vote:

Yes: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson and Councilor Sheehey

Absent: 1 - Councilor Izraelevitz

6. Existing Softball Field Improvements and Multi-Use Field

Consensus to move forward with Item 6 - Existing Softball Field Improvements and Multi-Use Field, as presented, to include: bleachers, concession and bathroom improvements on North Side, and lighting for an existing softball field, with a project budget up to \$1 Million, and any budget savings to be earmarked for the pool project, passed by acclamation with the following vote:

Yes: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson and Councilor Sheehey

Absent: 1 - Councilor Izraelevitz

7. Indoor Ice Rink

Consensus to move forward with Item 7 - Indoor Ice Rink, as presented, with the site and budget limitations set forth in Item 4 - Recreation Center, passed by acclamation with the following vote:

Yes: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson and Councilor Sheehey

Absent: 1 - Councilor Izraelevitz

A motion was made by Councilor Girrens, seconded by Councilor Chrobocinski, that Council approve the scope revisions, identified in Appendix A, and as amended, for Dekker/Perich/Sabatini (DPS) to perform on the 2017 Los Alamos Bond Projects.

Councilor Henderson offered a Friendly Amendment to increase the project budget for Item 5 - Multi-Generational Pool, from up to \$6 Million to up to \$8 Million. It was accepted.

The motion, as amended, passed with the following vote:

Yes: 6 - Councilor Reiss, Councilor O'Leary, Councilor Chrobocinski, Councilor Girrens, Councilor Henderson and Councilor Sheehey

Absent: 1 - Councilor Izraelevitz

7. COUNCIL BUSINESS

A. Appointments

None.

B. Board, Commission and Committee Liaison Reports

None.

C. County Manager's Report

None.

D. Council Chair Report

None.

E. General Council Business

None.

F. Approval of Councilor Expenses

None.

G. Preview of Upcoming Agenda Items

None.

8. COUNCILOR COMMENTS

None.

9. PUBLIC COMMENT

None.

10. ADJOURNMENT

The meeting adjourned at 8:18 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Rick Reiss, Council Chair

Attest:

Sharon Stover, County Clerk

Meeting Transcribed by: Victoria L. Martinez, Deputy Clerk



County of Los Alamos

Staff Report

October 25, 2016

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: F.

Index (Council Goals): * 2016 Council Goal - N/A

Presenters: Joe D'Anna, Chief Financial Officer

Legislative File: 8670-16

Title

Approval of Authorized Signers for County Bank and Investment Accounts.

Recommended Action

I move that Council approve the individuals authorized to sign on all County of Los Alamos bank and investment accounts as presented in the attachment, to be effective on October 26, 2016.

County Manager's Recommendation

The County Manager recommends that Council approve the motion as presented.

Body

Article IV of the County Charter requires formal Council action to approve all individuals authorized to sign on County bank and investment accounts. The list of accounts and authorized signers is updated periodically to keep it current and to avoid potential audit findings. The following changes are proposed to update the listing that was approved in July 2016.

This action removes Amanda Salazar as a signer on the Employee Fund Account due to her departure from the County. All banking access has already been removed upon her departure.

This action adds Bernadette Martinez, Senior Human Resources Technician to the Employee Fund Account.

Further, this action adds Juanita McNeil, Court Administrator as a signer on the Municipal Bond Account. Juanita recently filled the position vacated by Monica Thompson.

Finally, this action formalizes the changes in signature authority.

Alternatives

If this is not approved there could be a negative impact on internal customer service and the County's ability to invest public funds and perform routine banking operations.

Fiscal and Staff Impact/Planned Item

There is no fiscal impact related to this action. There is minimal impact to accomplish the changes to signature cards on the various accounts.

Attachments

A - Authorized Signers on Bank and Investment Accounts - October 2016

Incorporated County of Los Alamos
Authorized Signers on Bank and Investment Accounts
October 2016

- A.** The following individuals are authorized signers for the accounts listed below, with two signatures required for most (see notes below) check disbursement transactions.

Arthur H. (Harry) Burgess III, County Manager
Steven S. Lynne, Deputy County Manager
Joseph A. D'Anna III, Chief Financial Officer
Helen M. Perraglio, Deputy Chief Financial Officer
Karen Kendall, Budget and Performance Manager
Margot Liberty, Accounting Operations Manager

	Institution	Account Name/Purpose	Account # For Finance Use Only
1.	Los Alamos National Bank	General Checking, Savings and CD Accounts	
2.	Los Alamos National Bank	Landfill Closure Reserve	
3.	Los Alamos National Bank	Employee Flexible Spending Account	
4.	Los Alamos National Bank	GRT Revenue Bond Debt Service Account	
5.	Los Alamos National Bank	Utility Resource Pool Checking	
6.	Los Alamos National Bank	Library Gift Funds	
7.	Los Alamos National Bank	County Manual Checks	
8.	Los Alamos National Bank	LA County Ambulance Billing	
9.	First National Bank of Santa Fe	Savings and CD Accounts	
10.	NM Bank and Trust	Savings and CD Accounts	
11.	Wells Fargo Bank	Debt Service Accounts	
12.	Wells Fargo Bank	Debt Service Bond Reserve	
13.	Wells Fargo Bank	Debt Service Rate Stabilization	
14.	Wells Fargo Bank	Purchasing Card Clearing Account	
15.	Bank of Albuquerque, N.A.	Loan Reserve – NMFA Loan	
16.	Bank of Albuquerque, N.A.	Trustee Account for Certain Investments	
17.	Bank of Albuquerque, N.A.	LA County Reclamation Trust	
18.	State Treasurer's Pool (LGIP)	General County Pooled Equity Accounts	
19.	State Investment Council	Permanent Fund	
20.	State Investment Council	Cemetery Fund	
21.	State Investment Council	General County Pooled Equity	
22.	Public Trust Advisors, LLC	Authorized Investments	
23.	New Mexico Finance Authority	Trustee Account – NMFA Loan	

- B.** The following individuals are authorized signers for the account listed below with a maximum transaction amount of \$250.00. Checks are issued to individuals authorized by the departments, and used to expedite the purchase of services and small items not stocked in the warehouse.

Steven S. Lynne, Deputy County Manager
Joseph A. D'Anna III, Chief Financial Officer
Helen M. Perraglio, Deputy Chief Financial Officer

Incorporated County of Los Alamos
Authorized Signers on Bank and Investment Accounts
October 2016

Karen Kendall, Budget and Performance Manager
Margot Liberty, Accounting Operations Manager
Thomas Vigil, Accounting Operations Manager
Annalisa Miranda, Chief Purchasing Officer
Carmela Salazar, Senior Buyer
Lillie Martinez, Buyer
Billy Baum, Buyer

	Institution	Account Name/Purpose	Account # For Finance Use Only
1.	Los Alamos National Bank	Small Purchase Checking	

- C. The following individuals are authorized signers for the Municipal Bond Account, which is used to account for bonds posted and then refunded or forfeited.

Alan S. Kirk, Municipal Judge
Daniella Gallegos, Chief Court Clerk
Juanita McNeil, Court Administrator
Steven S. Lynne, Deputy County Manager
Joseph A. D'Anna III, Chief Financial Officer
Helen M. Perraglio, Deputy Chief Financial Officer
Margot Liberty, Accounting Operations Manager

	Institution	Account Name/Purpose	Account # For Finance Use Only
1.	Los Alamos National Bank	Municipal Court Bond Account	

- D. The following individuals are authorized signers for the Employee Fund Account.

Shirley Huber, Office Specialist
Bernadette Martinez, Senior Human Resources Technician
Margot Liberty, Accounting Operations Manager

	Institution	Account Name/Purpose	Account # For Finance Use Only
1.	Los Alamos National Bank	Employee Fund Account	

- E. The following Individuals are authorized signers for the Police Operations Savings, which is used for discretionary purposes by the Los Alamos Police Department.

Authorized Signers on Bank and Investment Accounts - October 2016

X:\Margot\Bank Account Signature Letters\County Council Signature Resolution for Banking 10-2016.docx

**Incorporated County of Los Alamos
Authorized Signers on Bank and Investment Accounts
October 2016**

Oliver Morris, Police Commander
James S. Rodriguez Jr., Police Sergeant
Margot Liberty, Accounting Operations Manager

	Institution	Account Name/Purpose	Account # For Finance Use Only
1.	Los Alamos National Bank	Police Operations Savings	

- F.** The following individuals are authorized signers for the LA Crimestoppers Account, which is used for discretionary purposes by the Los Alamos Police Department.

Oliver Morris, Police Commander
Preston Ballew, Police Commander
James S. Rodriguez, Police Sergeant
Margot Liberty, Accounting Operations Manager

	Institution	Account Name/Purpose	Account # For Finance Use Only
1.	Los Alamos National Bank	LA Crimestoppers	

This list of Authorized Signers was approved by County Council on _____

Rick Reiss, Council Chair

Incorporated County of Los Alamos
Authorized Signers on Bank and Investment Accounts
October 2016

- G.** The following is some additional information concerning certain County bank accounts. The numbering schema below corresponds with the numbered account from table **A** on page 1 of this document;

	Institution	Account Name/Purpose	Notes to Account
1.	Los Alamos National Bank	General Checking, Savings and CD Accounts	Two signatures are required on checks.
4.	Los Alamos National Bank	GRT Revenue Bond Debt Service Account	Account required by bond covenants.
5.	Los Alamos National Bank	Utility Resource Pool	Account required by DOE
8.	Los Alamos National Bank	LA County Ambulance Billing	To segregate incoming ambulance receipts from the third-party ambulance billing company.
11.	Wells Fargo Bank	Debt Service Clearing Accounts	Account required by bond covenants.
12.	Wells Fargo Bank	Debt Service Bond Reserve	Account required by bond covenants.
13.	Wells Fargo Bank	Debt Service Rate Stabilization	Account required by bond covenants.
14.	Wells Fargo Bank	Purchasing Card Clearing Account	Was established for clearing payments made through the Wells one Purchasing Card Program.
15.	Bank of Albuquerque, N.A.	Loan Reserve – NMFA Loan	Was established pursuant to the NMFA loan agreements.
16.	Bank of Albuquerque, N.A.	Trustee Account for Certain Investments	Was established as a general trustee account for holding County investments.
17.	Bank of Albuquerque, N.A.	LA County Reclamation Trust	To account for the Department of Public Utilities' share of decommissioning costs for the coal mine supplying the San Juan Power Plant.
18.	State Treasurer's Pool (LGIP)	General County Pooled Equity Accounts	Account is maintained with the State Treasurer's Local Government Investment Pool for short-term investments depending on yield (used similar to checking or savings account)
19.	State Investment Council	Permanent Fund	Maintained within the State Investment Council's Long-term Investment Pool to facilitate accounting of long-term funds.
20.	State Investment Council	Cemetery Fund	Maintained within the State Investment Council's Long-term Investment Pool to facilitate accounting of long-term funds.
21.	State Investment Council	General County Pooled Equity	Maintained within the State Investment Council's Long-term Investment Pool to facilitate accounting of long-term funds.
22.	Public Trust Advisors, LLC	Authorized Investments	Acknowledges that the County has contracted with Public Trust Advisors to purchase securities from qualified brokers on the County's behalf – all purchased securities are then held with a third-party trustee – Bank of Albuquerque
23.	New Mexico Finance Authority	Trustee Account – NMFA Loan	Was established pursuant to the NMFA loan agreements.

Authorized Signers on Bank and Investment Accounts - October 2016



County of Los Alamos

Staff Report

October 25, 2016

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): * 2016 Council Goal – Economic Vitality – Financial Sustainability – Attract New Tourism Related Business; * 2016 Council Goal – Economic Vitality – Market and Brand Los Alamos as a Scenic Destination Featuring Recreation, Science and History

Presenters: David Izraelevitz, Councilor

Legislative File: 8631-16

Title

Consider Creating Pilot Project of Mountain Bike Trails on County Land

Recommended Action

I move that the County utilize up to \$50,000 of the \$500,000 previously earmarked for Mountain Bike Trails on Pajarito Mountain, and contained within the CIP Fund, to pursue a pilot project focused on demonstrating the construction and maintenance of a Mountain Bike Flow Trail on County property.

County Manager's Recommendation

The County Manager recommends that Council approve the reassignment of funds as requested.

Body

The Council has an established line item within the CIP Fund of \$500,000 for the creation of mountain bike trails on Pajarito Mountain. This funding was intended to be a mechanism to incentivize the new Ski Hill operator to develop trails on Pajarito Mountain that would increase the number of athletes attracted to that facility, thereby enhancing the County's overall economic activity. The motion that set aside these funds was specific to their use at Pajarito Mountain.

With the delays experienced regarding the transfer of land on Pajarito Mountain to both the operator and the County, the County has been unable to utilize these funds. Interested parties within Los Alamos, including both the local mountain bike club and retail biking business, have suggested that in order to create an environment that will attract a significant population of mountain bikers to visit, the available opportunities must include not only lift-served trails but also connections to trails on the Forest Service and County-owned lands. In addition to these connections, it is also believed that a new design for such trails - known as "flow trails" - is important as such trails are the new standard for the expanding mountain biking industry and these designs incorporate many features that will minimize the need for periodic maintenance.

The County has a strategic focus on expanding its high altitude sporting opportunities, specifically including biking, and therefore the request is to utilize some of the available funds to enhance trails on County-owned land while the land transfer at the ski hill is progressing. Representatives of the user groups will be present in order to provide additional information

and answer any questions regarding the request.

Alternatives

The Council could choose to not change the intended use of these funds, in which case all of the funds would continue to sit unused while land transfer issues are worked out.

Fiscal and Staff Impact/Planned Item

The contemplated action would not alter the total overall budget, but would instead allow for an additional use of already appropriated funds.



County of Los Alamos

Staff Report

October 25, 2016

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals): 2014 Council Goal – Quality of Life - Improve Transportation and Mobility

Presenters: Philo Shelton, Public Works Director and David Ploeger, Airport Manager

Legislative File: 8666-16

Title

Consideration of Budget Revision No. 2017-09 Increasing the Airport Budget by \$325,000 for Construction of a New Row of Four Hangars

..Suggested Motion

I move that Council approve Budget Revision No. 2017-09 as summarized on the attached budget revision form and that the attachment be made a part of the minutes of this meeting.

..Recommendation

The County Manager recommends that Council approve the budget revision as requested.

Body

The Department of Energy has completed the construction of a new concrete pad on the old landfill at the airport for the future construction of a row of hangars (Attachment A.) The pad construction has been approved by the County building inspectors. The hangars will consist of a 60 foot by 60 foot box hangar on the north end of the pad and three T-hangars connected to the box hangar. The box hangar will be capable of holding one large aircraft or helicopter, or multiple smaller aircraft and the T-hangars will each hold one smaller aircraft.

Our preliminary estimate of construction costs for the new hangars is \$325,000. It should be noted that this is significantly less than what would normally be expected due to the Department of Energy paying for the concrete hangar pad and the asphalt taxilanes around the hangar pad. The cost to DOE for this construction was \$447,000.

The advantages to the County constructing and owning the hangars as opposed to private individuals owning the hangars include the following:

1. The County will maintain control over the hangars and could establish a long term source of revenue for the airport in the form of lease/rental fees to leverage the substantial investment by DOE in the construction of the hangar row foundation.
2. The County would be in a position to negotiate arrangements with some of the owners of the old hangars along Airport Road to acquire their hangars and move them temporarily into the County owned hangars in a transition toward development of the west end of the airport (see detailed explanation below).
3. The hangar plans call for two storage areas of approximately 500 square feet each in the hangar row that could either be leased by the County to hangar tenants or retained by the County for the storage of airport equipment.

The Airport Master Plan, which was adopted by County Council on May 10, 2013, depicts the future development of the west end of the airport. The hangars that are presently located at the west end of the airport, along Airport Road, were built in the 1960s, prior to the airport becoming a public use airport and falling under FAA regulations and design specifications. Under FAA specifications these hangars are currently located too close to the runway and therefore penetrate the safety areas delineated by the FAA. The future development plan calls for the removal of these hangars and construction of new hangars located further to the north from the runway. These hangars are labeled 10-17 on Attachment B. It should be noted that, due to the geographic layout of the airport, the northwestern area is the only remaining area of the airport that can support future infrastructure improvements. Due to the funding situations the FAA is currently facing, this development will most likely take up to 10 years to accomplish. However, regardless of the time frame, when development begins it will be necessary to relocate the aircraft that are currently occupying the existing hangars in phases. Without the County having hangars available for this relocation, the aircraft owners would be forced to find hangar space at other airports. This would both adversely affect airport revenues and upset the aircraft owners. The availability of County-owned hangars would make for a much smoother transition to the new development layout.

Based on the lease rates others are currently charging for privately owned hangars at our airport and the hangar lease rates of other airports in our area, staff proposes the County could charge \$1,250 per month for the box hangar, \$400 per month for each of the three T-hangars, and \$200 per month for each of the two storage areas. Based on these lease rates and considering only the County's construction costs for the row of hangars, this investment could be recouped in lease fees in approximately 9.5 years.

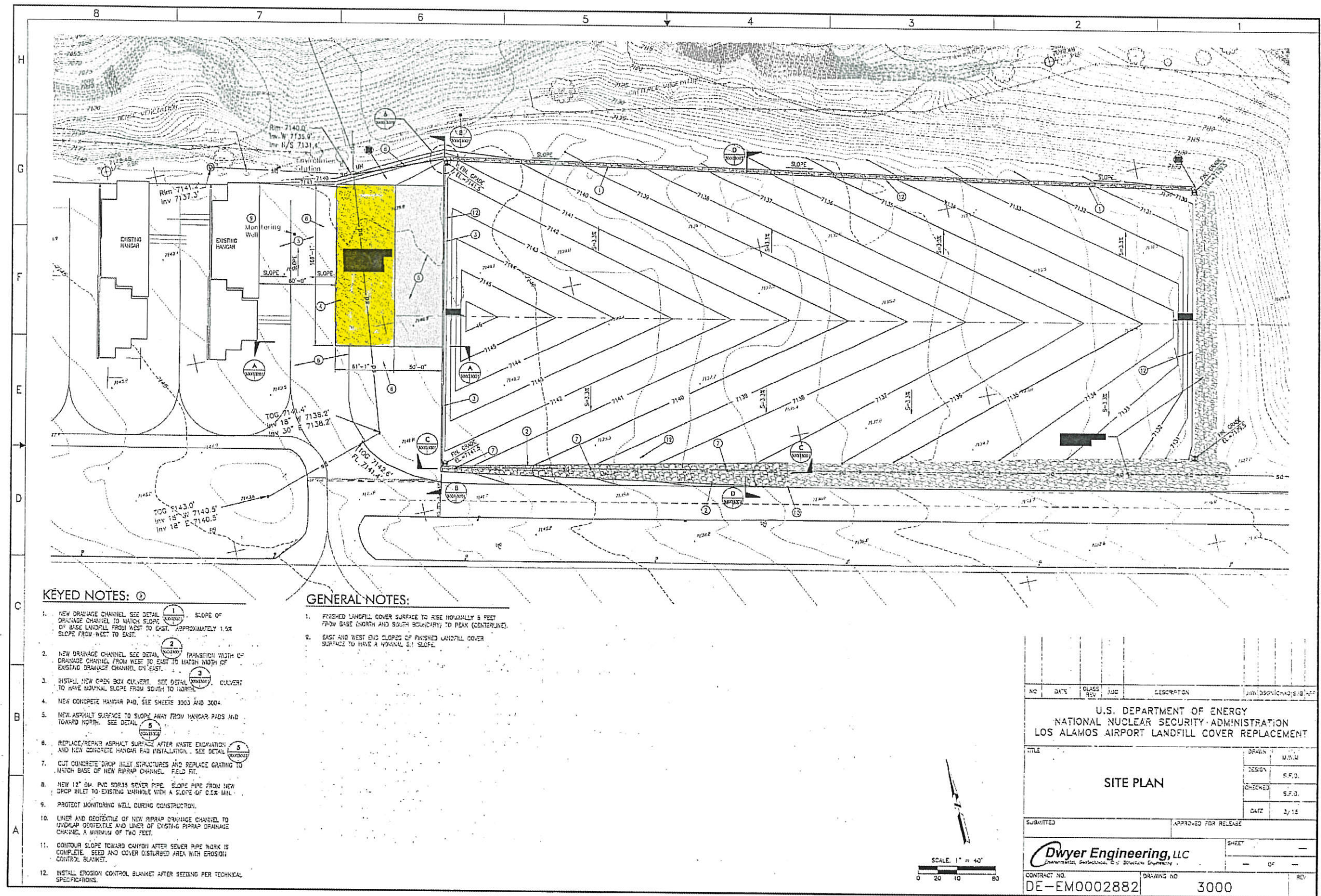
The airport has received a written expression of interest from Classic Air Medical in either leasing or purchasing the large box hangar for the use of the medical evacuation helicopter located at LAMC. In addition, we have received a written expression of interest from a member of the local chapter of the Experimental Aircraft Association (EAA) in one of the T-hangars for use by the EAA, written interest from the Civil Air Patrol in a T-hangar, and multiple verbal expressions of interest in the other T-hangars from pilots whose aircraft are presently located at the airport but who do not presently have a hangar for their aircraft.

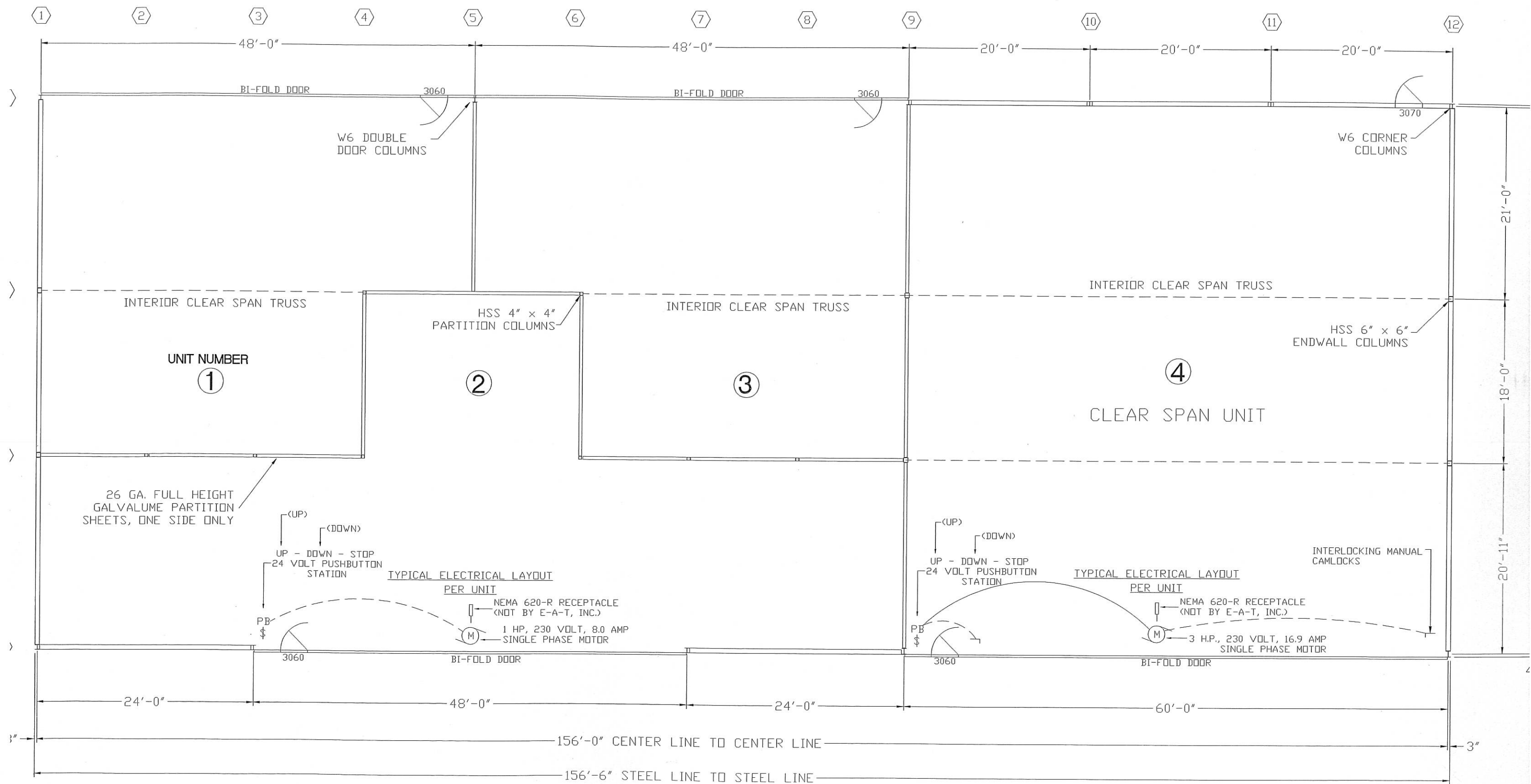
Fiscal and Staff Impact/Planned Item

Fiscal and staff impact is described on the attached budget revision form.

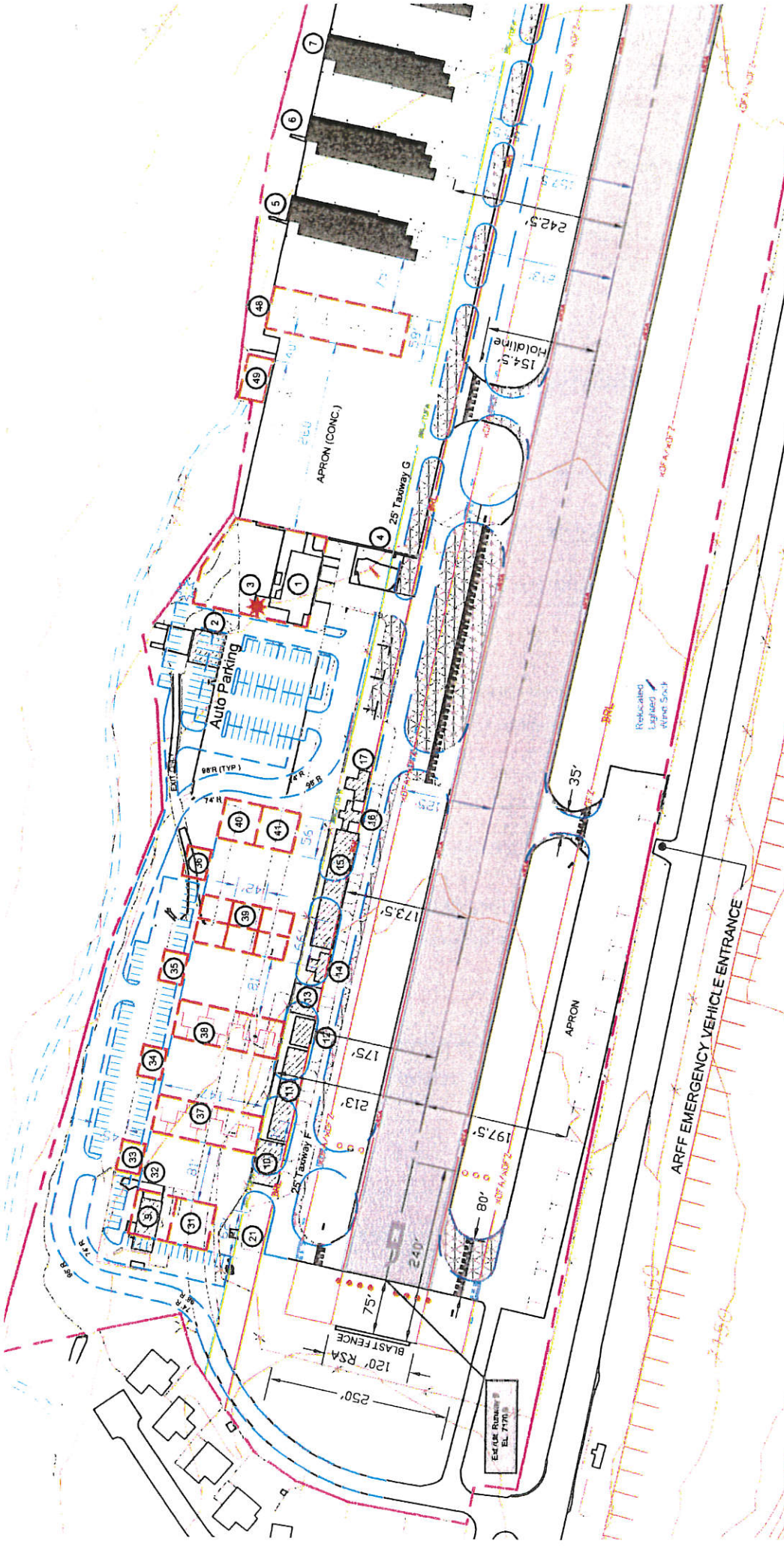
Attachments

- A - Site Map for Hangar and Building Layout
- B - Terminal Area Layout Plan from Airport Master Plan
- C - Budget Revision 2017-09 Airport Hangars





FLOOR PLAN



TRICTED AREA R-5101 (GROUND TO 12,000' MSL - CONTINL)

EXISTING	ULTIMATE	DESCRIPTION
	ABANDONED PAVEMENT (To Be Removed)	
	AIRPORT PROPERTY LINE/FENCE	
	AIRPORT REFERENCE POINT (ARP)	
	AIRPORT ROTATING BEACON	
	BUILDING ABANDONMENT (To Be Removed)	
	BUILDING	
	DRAINAGE	
	PAVEMENT	
	FENCING	
	RUNWAY THRESHOLD LIGHTS AND REIL	
	SECTION CORNER	
	SEGMENTED CIRCLE/WIND INDICATOR	
	TOPOGRAPHY (NAVD 88)	
	HOLDING POSITION MARKING	
	OBJECT FREE AREA	
	RUNWAY SAFETY AREA	
	OBJECT FREE AREA/OBSTACLE FREE ZONE	
	SURVEY MONUMENT (PACS/SACS)	
	RUNWAY PROTECTION ZONE (RPZ)	
	BUILDING RESTRICTION LINE (BRL)	
	TE-DOWNS	

EXISTING BUILDING/FACILITIES	ELEVATION
1. TERMINAL BUILDING (To Be Replaced)	-
2. STORAGE BUILDING (To Be Removed)	-
3. AIRPORT BEACON (To Be Relocated)	7172
4. WINDSOCK (Relocate)	7176
5. T-HANGAR	-
6. T-HANGAR	-
7. T-HANGAR	-
8. T-HANGAR	-
9. MOBILE HOME (To Be Relocated)	-
10. T-HANGAR (To Be Removed)	-
11. T-HANGAR (To Be Removed)	-
12. T-HANGAR (To Be Removed)	-
13. T-HANGAR (To Be Removed)	-
14. T-HANGAR (To Be Removed)	-
15. T-HANGAR (To Be Removed)	-
16. T-HANGAR (To Be Removed)	-
17. T-HANGAR (To Be Removed)	-
18. SEGMENTED CIRCLE/WINDSOCK	7120
19. ANVOS-3	-
20. ANEMOMETER	7110
21. FUEL PUMP (Relocate)	N/A

ULTIMATE BUILDINGS/FACILITIES	DESCRIPTION	Elevation
30	TERMINAL BUILDING	30' AGL
31	HANGAR (62' x 56')	25' AGL
32	HANGAR (62' x 56')	25' AGL
33	HANGARS (42' x 32')	25' AGL
34	HANGARS (42' x 33')	25' AGL
35	HANGARS (42' x 33')	35' AGL
36	HANGARS (42' x 33')	35' AGL
37	T-HANGAR (6 units 147' x 51')	35' AGL
38	T-HANGAR (6 units 147' x 51')	35' AGL
39	HANGARS (6 @ 42' x 35')	35' AGL
40	HANGAR (56' x 52')	20' AGL
41	HANGAR (56' x 52')	20' AGL
42	T-HANGAR (6 units 158' x 59')	27' AGL
43	T-HANGAR (6 units 158' x 59')	27' AGL
44	T-HANGAR (8 units 155' x 58')	27' AGL
45	BOX HANGAR (3 @ 65' x 50')	27' AGL
46	BOX HANGAR (3 @ 65' x 50')	27' AGL
47	SHED HANGAR (190' x 56')	20' AGL
48	SHED HANGAR (190' x 56')	20' AGL
49	FUEL FARM	N/A
50	SIRE BUILDING	18' AGL

BUDGET REVISION FORM

DATE to be submitted to Council: October 25, 2016

REVISION NO: 2017-09

DEPARTMENT: Public Works - Airport

PREPARED BY: Finance

BATCH NUMBER:

DATE POSTED:

**FUND BALANCES OR
RETAINED EARNINGS:**

Fund Account / Code/ (ss# - internal use only)	Account Title	From (-)	To (+)
681-2989	Airport Fund Balance	325,000	

**REVENUES OR
TRANSFERS IN:**

Fund Account / Code/ (ss# - internal use only)	Account Title	From (+)	To (-)

**EXPENDITURES/EXPENSES OR
TRANSFERS OUT:**

Fund Account / Code/ (ss# - internal use only)	Account Title	From (-)	To (+)
681-678xxx-xxxx	Airport Fund - Capital Expenditure		325,000
TOTALS		325,000	325,000

JUSTIFICATION AND FISCAL IMPACT:

Justification: This budget revision increases the budget in the Airport Fund for the purpose of constructing a new row of four hangars. See staff report for a detailed explanation of the associated project.

Fiscal Impact: The impact of this revision to the Airport Fund is an increase in expenses and a decrease in fund balance of \$325,000. The Public Works Department will provide oversight of the hangar construction and the Airport Manager will manage the leasing of the hangars as part of his normal duties. Revenues associated with the hangars will be budgeted in the FY2018 budget.



County of Los Alamos

Staff Report

October 25, 2016

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): * 2016 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure

Presenters: County Council - Regular Session

Legislative File: 8716-16

Title

Consider 2017 State Legislative Agenda Item to Address the Taxable Status of a New Managing Entity at LANL

Recommended Action

I Move That Council Direct the Regional & State Legislative Committee to Include an Item That Addresses the Taxable Status of a New Managing Entity at LANL Within the 2017 State Legislative Agenda.

Body

At the February 2, 2016 Regular Session meeting, County Council unanimously approved the 2016 (FY17) Federal Agenda. The Agenda is used as a guide for our intergovernmental efforts at the federal level. The Agenda is developed by Council's Federal Legislative Committee that meets to produce the message and recommended priority topics. The Council-approved 2016 Federal Agenda, as amended, is attached.

The first priority listed on the 2016 Agenda states LANL Contract Rebid: Select For-Profit Company. The request being made within this priority states Maintain Tax Base: A for profit institution must be given priority for managing LANL. This priority and request was a main talking point for the contingent of County Councilors that traveled to Washington D.C. in February 2016 to meet with the New Mexico congressional delegation and staff in the Department of Energy - National Nuclear Security Administration (DOE/NNSA).

DOE/NNSA indicated that they have no preference with respect to the taxable status of any new institution selected to manage LANL. They also acknowledged that GRT is a qualified expense for the laboratory's operations. Congressional delegation staff have shared in subsequent conversations that the taxable status of the institution managing LANL is a State rather than Federal issue. The purpose of this agenda item is to provide direction to Council's Regional & State Committee on this priority as it relates to the development of the 2017 State Legislative Agenda.

The justification for this priority outlined within the 2016 Federal Agenda also applies to Council's State Agenda. The County's ability to continue current service levels in support of our core missions and partners requires stable ongoing revenues. As the federal government begins to draft a new LANL contract, the structure of LANL's new management in the next rebid will be critical in ensuring the economic security of the County and State and the

provision of services to LANL.

LANL is an economic driver for the state of New Mexico with a history of almost over 70 years in the community as the largest employer in the County and the region. Currently, LANL under its for-profit management consortium pays upwards of \$34 million annually in taxes locally and \$70-80 million in State taxes. These revenues are necessary to support public services in the County and State, such as funding for public safety, including fire and police services, schools, transportation and infrastructure.

In comparison to these figures, when the University of California, under a non-profit tax status, managed the lab prior to 2006, tax collections averaged \$14 million a year for the County and \$30-35 million for the State. A nonprofit tax structure for LANL would negatively impact county tax revenues by approximately \$17 million per year, representing 36% of the County's General Fund budget.

The Council has a wide array of priorities we hope to address in the near term - Manhattan Project National Historical Park implementation, recreation bond projects, new housing development, continued downtown revitalization efforts, economic development opportunities, etc. We cannot stand silent while the LANL contract is rebid and the potential taxable status of that managing entity changes if we want to have any chance of achieving these and other identified priorities.

It is imperative that the County is proactive in working with the State Legislature to address the future taxable status of any new contractor selected to manage LANL in order to mitigate the negative consequences created by the selection of a non-profit entity. The State Legislative Finance Committee has already held hearings to discuss the potential impact on the State's budget, and will continue to do so. Individual state legislators are voicing their concerns as well. The County must be part of these discussions given the profound impact this selection could have on our ability to deliver services and meet the needs of the community into the future. The Regional & State Committee must include a 2017 State Legislative Agenda priority that addresses the taxable status of a new managing entity at LANL.

Attachments

A - 2016 Los Alamos County (FY17) Federal Agenda

B - Los Alamos County FY16 State Legislative Agenda



2016 LOS ALAMOS COUNTY (FY17) FEDERAL AGENDA PRIORITY ISSUES

The following are the top priorities for the Incorporated County of Los Alamos, New Mexico (the “County”) for fiscal year 2017:

- I. Maintain Tax Base: A for-profit institution must be given priority for managing LANL
- II. Funding for National Security and Science at LANL
- III. \$255 Million Per Year in Environmental Cleanup Funding
- IV. Funding for Regional Coalition of LANL Communities Advocacy
- V. Funding for Manhattan Project National Historical Park Implementation
- VI. NNSA Contracting: County Contract with NNSA for Municipal Services Saves NNSA Funds

I. LANL Contract Rebid: Select For-Profit Company

Request:

- Maintain Tax Base: A for-profit institution must be given priority for managing LANL

Together, Los Alamos County, Los Alamos National Laboratory and the Department of Energy have cultivated and enjoyed a deep and positive relationship and active partnership through the years. From our recent coordination with respect to the new National Park, the Fire Cooperative Agreement and the provision of utilities to LANL, we have each worked together in creating a place where people want to work and call home. It is the County’s goal to work together in the creation of a community that will attract new residents and employees in the furtherance of the lab’s mission and overall success.

The County’s ability to continue current service levels in support of our core missions and partners requires stable ongoing revenues. Recently, federal officials announced that the contract for management of LANL will rebid after 2017. As the federal government begins to draft a new LANL contract, the structure of LANL’s new management in the next rebid will be critical in ensuring the economic security of the County and State and the provision of services to LANL.

A for-profit institution must be given priority for managing LANL. LANL is an economic driver for the state of New Mexico with a history of almost over 70 years in the community as the largest employer in the County and the region. Currently, LANL under its for-profit management consortium pays upwards of \$34 million annually in taxes locally and \$70-80

million in State taxes. These revenues are necessary to support public services in the County and State, such as funding for public safety, including fire and police services, schools, transportation and infrastructure.

In comparison to these figures, when the University of California, under a non-profit tax status, managed the lab prior to 2006, tax collections averaged \$14 million a year for the County and \$30-35 million for the State. A nonprofit tax structure for LANL would negatively impact county tax revenues by approximately \$17 million per year, representing 36% of the County's General Fund budget. Total State tax revenues, including the County, would be negatively impacted by approximately \$34 million dollars per year. Subsequently, this would lead to large layoffs in the County and State, compounding the adverse effects that both State and local governments would experience in the region.

II. Funding for National Security and Science at LANL

Request:

- Stable funding for LANL – reverse the downward trend in LANL funding
- Fully fund national defense and modernization at LANL

LANL is the top national laboratory in the country. As a key piece of our nation's scientific and defense infrastructure, LANL is under significant budgetary pressure. LANL must be funded at a level that will continue to support its scientific vitality, long-term sustainability, and safe operation. LANL's scientific expertise is a common foundation for both its traditional nuclear security missions and its contributions to other crucial and complex national technical challenges.

The current \$2.2 billion dollar contract for the lab will be up for rebid after 2017. As federal officials draw up a new contract for the lab, Congress must recognize that ensuring funding for the lab will have a profound impact on the important work that comes out of LANL in meeting our nation's national security mission. Congress must also recognize that investing in the modernization of LANL means numerous new jobs for northern New Mexico.

The National Nuclear Security Administration ("NNSA") recently approved the CD-0 modular approach to plutonium manufacturing according to the Department of Energy. A recent memorandum from Deputy Secretary of Energy Elizabeth Sherwood-Randall to NNSA Administrator Frank Klotz revealed that the plutonium modular approach (PMA) project has been approved to replace the suspended CMRR program. The PMA will provide NNSA with "high-hazard, high-security laboratory space" for LANL's plutonium operations with separate, less expensive facilities. The project is expected to be completed between 2025 and 2027 with costs estimating between \$1.3 billion and \$3 billion.

The Administration must request funds for continuing LANL's modernization project for FY17 and create a path forward for the PMA project. Congress should appropriate funds to successfully support the project.

Nuclear Weapons Council Chairman Frank Kendall and NNSA Administrator Frank Klotz identified that the NNSA’s modular approach would “meet the requirements for maintaining the nuclear weapons stockpile over a 30-year period” and “meet the requirements for implementation of a responsive infrastructure, including meeting plutonium pit production requirements.” NNSA spokeswoman Shelley Laver has stated that the CD-0 will next undergo an analysis of alternatives, including planning activities such as design and requirements analysis, according to DOE regulations. Authorization to move forward with CD-1, the next phase of planning, will depend upon the approval.

LANL modernization must continue and should be fully funded.

III. \$255 Million Per Year in Environmental Cleanup Funding

Requests:

- The Administration should request and Congress should **appropriate \$255,000,000 per year for environmental cleanup at LANL** – the annual level of cleanup funding required to address human health and the environment and State legal agreements.
- DOE EM must include local and regional priorities – consistent with the current cleanup contract – in the new cleanup contract

\$255 Annual Cleanup Funding Level

For too long the LANL environmental cleanup funding has been underfunded by both DOE and Congress. This underfunding has led to huge negative impacts that are well documented.

The County’s goal is for DOE/NNSA/LANL to return to the successes that the program enjoyed for several years – when adequate cleanup funding was available.

New Mexico Congressional Delegation and NMED have clearly identified that DOE needs to provide at least \$255,000,000 per year in cleanup funding for LANL. This amount would continue to facilitate cleanup that is protective of human health and the environment. The goal of the County is that all funding go into cleanup and not fines. The Administration should request and Congress should appropriate sufficient funding in FY17 for DOE to meet its legal requirements for cleanup at LANL.

DOE’s current cleanup funding is insufficient to meet the cleanup needs of the site and the legal requirements of NMED. Cleanup is not an optional activity at LANL. Instead, cleanup is based on the legal requirement to protect human health and the environment and to remediate environmental contamination.

Cleanup Contract

As DOE-EM takes over cleanup from NNSA, DOE-EM must include community input in the transition. The County will continue to highlight key issues which include priority for local

small business contracting, a strong communication role with the Regional Coalition of LANL Communities, and others.

IV. Funding for Regional Coalition of LANL Communities Advocacy

Request: Support funding for the Regional Coalition of LANL Communities and its activities.

The Regional Coalition of LANL Communities (“Regional Coalition”) was established to serve as a focal point for communication and education regarding activities involving LANL. Accordingly, the communities surrounding LANL initiated a dialogue with each other to form the Regional Coalition. The current members of the Regional Coalition include:

- Pueblo of Ohkay Owingeh
- Pueblo of Jemez
- Los Alamos County
- Rio Arriba County
- Santa Fe County
- County of Taos
- City of Española
- City of Santa Fe
- Town of Taos
- Additional Pueblo leaders participate and have been invited to join

The Regional Coalition is rooted in the idea that by coming together to proactively address issues, governments are better poised to define public interest and to, in turn, work with DOE, LANL, and Congress to ensure national policies protect local interests. Due to the efforts of the Coalition, member governments have a much better understanding of the mission and focus of LANL and the profound impact it has not only on northern New Mexico but the entire State as well.

Each member government provides a funding contribution to the Coalition. The Regional Coalition requests additional funding for 2016 (FY17) in the amount of \$100,000 in order to support the organization’s educational activities related to environmental, health and safety, and regional government issues connected to LANL. The organization is modeled on other similar local government organizations at other sites that have been supported by DOE in the past.

V. Funding for Manhattan Project National Historical Park Implementation

Request: Funding for the Department of Interior (“DOI”) and DOE for implementation of the Manhattan Project National Historical Park.

The Manhattan Project National Historical Park was formally established in November of 2015. DOE and the Department of the Interior (DOI) must now work together to develop and implement an agreement governing the roles of DOE and DOI in administering the facilities and land to be included in the Park, as well as develop a general management plan in collaboration with the Oak Ridge, Los Alamos, and Richland site offices.

Sufficient funding does not exist to implement the Park. The County is requesting that Congress fund both DOI and DOE to implement this unique Park where both Federal agencies have key role.

VI. NNSA Contracting: County Contract with NNSA for Municipal Services Saves NNSA Funds

Request: Explore options for additional cooperative partnerships between the County and NNSA for municipal services.

The County provides significant municipal services to NNSA at LANL. The County supports NNSA's mission at LANL and wants to ensure that NNSA can use its appropriations for core missions at the site. The working relationship has grown over the years and benefits to NNSA and the County are clear. NNSA receives outstanding service, increased investment and management with lower costs. The County and NNSA continue to look for other ways both can enter into beneficial relationships that save NNSA money while providing NNSA with as good as, or better, services than if NNSA provided the service.

For example, currently, both the County and NNSA undertake regular municipal services such as providing street striping, road signs, and road maintenance -- which all adhere to state and federal standards. Instead of NNSA duplicating these services, the County is able to provide them to NNSA at a lower cost, saving NNSA money in the long-term that can be used to further its mission.

The County continues to discuss options with management. The one area that would improve services to NNSA and cut costs is NNSA contract management. Right now decisions are made at another site by contracting officers that do not seem to work for the site management. Adding to the complications has been that the County provides services to NNSA pursuant to a cooperative agreement (to ensure benefits to both NNSA and the County), but the contracting officers are not used to operating under such contracting processes. One solution that has been proposed by NNSA is to move the contracting officer that oversees County cooperative agreements to the Los Alamos Site Office. The County supports such a move and believes that it will cut overhead costs for the services and improve the working relationship between the County and NNSA.



**Los Alamos County
FY 16 State Legislative Agenda**

Support

- a. Legislation supporting Los Alamos County's application for capital outlay funding to develop middle mile infrastructure.
- b. Legislation allowing cities under 25,000 in population to utilize local LEDA (Local Economic Development Act) funds for incentivizing retail development.
- c. Legislation supporting increased salaries for elected offices of H-class counties who are designated as full time.
- d. Funding for MainStreet/Arts and Cultural District programming and other statewide economic development initiatives.
- e. Legislation that provides sufficient funding for New Mexico public schools.
- f. Legislative priorities of NMAC and NMML.

Monitor

- a. Any changes to municipal revenue legislation, such as proposals for local governments to "swap" GRT distribution for State income tax distribution.
- b. Other legislation directly affecting Los Alamos County and/or its ability to serve its citizens.
- c. Legislation in support of Community Health Council funding.

Oppose

- a. Changes to the state school funding formula that would adversely impact Los Alamos Public School District.
- b. Proposals that would reduce the County's receipt of general GRT revenue.
- c. Legislation that imposes further financial burden on Counties with respect to the Safety Net Care pool.
- d. Legislation that alters the authority of H-class counties.



County of Los Alamos

Staff Report

October 25, 2016

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals):

Presenters: County Council - Regular Session

Legislative File: 8736-16

Title

Consider Approval of Employment Agreement for County Attorney (Joseph Alvin Leaphart) to be effective January 1, 2017

Recommended Action

I move that Council approve the Employment Agreement for County Attorney, with Joseph Alvin Leaphart, to be effective January 1, 2017.

Body

The County Council recently conducted interviews with several applicants for the position of County Attorney. As part of this process, three separate panels interviewed the selected applicants. Each panel's composition varied according to its members, with one panel representing each of the County Council, the County's Senior Managers, and members of the public.

Following the interview process, the Council considered the information received and initiated negotiations for employment with their preferred applicant. The result of such negotiations is represented by the attached document. As indicated by his signature, Mr. Leaphart has already agreed to the terms as presented, and the purpose of this agenda item is for Council to consider approval of this same agreement.

Alternatives

The Council could choose to alter the proposed agreement (which would require reconsideration by Mr. Leaphart) or to reject the agreement as presented.

Fiscal and Staff Impact/Planned Item

The position of County Attorney is currently budgeted and the funds are available for this purpose.

Attachments

A - County Attorney Employment AGR.1.1.17

EMPLOYMENT AGREEMENT For COUNTY ATTORNEY

This EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the **INCORPORATED COUNTY OF LOS ALAMOS** (“Employer” or “County”) and **JOSEPH “ALVIN” LEAPHART** (“Employee”); (Employee and Employer collectively being referred to as the “parties”) to be effective for all purposes January 1, 2017.

Section 1. Duties and Responsibilities

1.1 Employee shall serve and perform the duties of the County Attorney upon the terms and conditions of this Agreement. As such, he shall be responsible for all County legal matters placed in his charge by Council of the Incorporated County of Los Alamos (“Council”), state statute, the Charter of the Incorporated County of Los Alamos, the County Code, County Ordinance(s) and other duties and functions Council shall from time to time assign to him.

Section 2. Performance Goals

2.1 Council shall be the supervisor of Employee.

2.2 Council and Employee shall, within 90 days of the effective date of this Agreement, define Employee’s goals and performance objectives. Those goals and performance objectives shall be updated annually at the time of the Employee’s performance evaluation.

Section 3. Annual Performance and Compensation Review

3.1 Council shall review and evaluate the performance of Employee at or around the beginning of each fiscal year and at least once annually. Said review and evaluation shall reflect Employee’s attainment of the goals and performance objectives established under 2.2, above, or the attainment of goals and objectives set for the office in the preceding year if new goals and objectives were not developed. The evaluation shall take into consideration the relative priorities among those goals and objectives. At the time of the performance evaluation, the Council Chair shall provide Employee with a written summary of the evaluation findings of Council and provide an adequate opportunity for Employee to discuss his performance evaluation with Council.

3.2 Concurrent with the performance evaluation at or around the beginning of Fiscal Year 2018 and annually thereafter, if Council determines that Employee’s work performance is satisfactory, it shall review Employee’s compensation and increase the base salary in accordance with the then-current County pay plan without Amendment to this Employment Agreement. Any increase in the base salary or other benefits which exceeds the increase otherwise applicable to other similarly situated employees under the County’s pay plan then in effect shall be approved only by Amendment to this Employment Agreement. However, Employer is not required to increase Employee’s compensation at any time or for any reason. Employer shall not

reduce the base salary, compensation or other benefits of Employee under this Agreement except to the degree such a reduction is applied generally to the department heads of Employer.

Section 4. Compensation, Leave and Benefits

4.1 Employee shall be paid an annual base salary of One Hundred Fifty Thousand Dollars (\$150,000.00), payable in the same installments as other employees of Employer are paid. The salary payments shall be subject to federal and state income tax withholding, and all withholding authorized by Employee or required by law. Employee shall be an employee of Employer and entitled to all benefits, at his option, as are available to other employees of Employer, as well as the benefits specified herein, but this shall not entitle Employee to duplication of any benefit.

4.2 Employee shall accrue annual leave at the highest rate provided to any other non-public safety employee of Employer. Such leave shall be governed by the Employer's Personnel Rules and Regulations. However, during the first year of employment, Employee will be allowed to use un-accrued annual leave not to exceed the accrued leave he would obtain within the first year.

4.3 Employee shall accrue sick leave at the rate provided to any other non-public safety employee of Employer. Such leave shall be governed by the Employer's Personnel Rules and Regulations.

4.4 Employee's position is a professional position requiring time commitments beyond a regular forty-hour work week. To fulfill the needs of the position, Employee may work more than eight hours in a day and more than five days in a week. Employee acknowledges that the position may require such time commitments. Employer, in recognition of the time demands of the position, agrees that Employee may set his own working hours, so long as he is reasonably available to fulfill his job requirements. As Employee is responsible for setting his own working hours, he may be absent during regular working hours from time to time. Such absences shall not require Employee to use annual leave. Such absences shall not exceed eight hours in any week unless prior notice is given to the Council Chair. Employee shall not be required to give notice to the Chair of absence of less than eight hours per week. During such absences, Employee shall remain in pay status and entitled to all pay and benefits as well as accrual of annual leave and sick leave.

4.5 Employee shall not accrue compensatory time and shall not be entitled to compensation or benefits by reason thereof.

4.6 Employer shall provide for health, vision, dental and comprehensive medical insurance and other benefits for Employee and his dependents equal to and to the extent that such benefits are provided to all other employees of Employer. Employer and Employee shall share payment of all premiums for Employee and Employee's dependents in the same proportion premiums are shared between Employer and other employees.

4.7 Employee shall continue to be eligible for all other benefits not specifically stated in this Agreement but which are afforded to other full-time County employees. If applicable, Employer agrees that the payment of all benefits shall be made to Employee or his heirs according to the provisions of existing plan documents or benefit contracts in effect for all other full time County employees.

4.8 Employee shall be entitled to use of an Employer-furnished vehicle in accordance with Employer's policies or if Employee's personal vehicle is used for business use, Employee shall be entitled to mileage reimbursement in accordance with Employer's Travel Rules and Regulations.

Section 5. Retirement

5.1 Employee is eligible to participate in Employer's retirement and pension plans, including the Public Employee Retirement Association ("PERA") plan. Employer shall pay contributions into such plans on Employee's behalf, in accordance with the provisions of the plans and the policies of Employer.

5.2 In addition to Employer's contributions to PERA described above, Employer agrees to contribute an additional amount equal to five percent (5%) of Employee's annual base salary on Employee's behalf to PERA, for a total Employer contribution of 14.15% of Employee's annual base salary. Employee's required contribution to PERA shall be reduced by an amount equal to five percent (5%) for a total Employee contribution of 8.15% of Employee's annual base salary. The provisions of this paragraph are subject to the rules governing PERA and are subject to change to assure conformance with PERA rules or in the event the contributions required by PERA change.

5.3 The ownership of all contributions made by the Employee to any of the Employer's retirement or pension plans, such additional amounts made by Employer to PERA on Employee's behalf under paragraph 5.2 shall immediately vest in Employee subject to the rules and regulations of that plan.

Section 6. Termination of Employment

6.1 The parties may mutually terminate this Agreement in writing at any time and on any terms as they shall agree. In the event that the employee terminates his employment prior to twelve months after the effective date, he shall reimburse the County for the additional 5% PERA contribution referenced in paragraph 5.2.

6.2 Employee may terminate this Agreement at any time by providing at least sixty (60) calendar days notice, in writing to the Council Chair. Should Employee terminate this Agreement in this manner, he shall not be entitled to any compensation or payment other than the base salary (subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee), retirement or pension plan contributions, and all other benefits accrued through date of termination. The date of termination shall be sixty (60) calendar days from the date notice is received, or such other date as the parties agree.

6.3 Council may terminate this Agreement unilaterally, without cause, at any time and for any reason. Such termination must be approved by a majority of Council. The date of termination shall be the date of the vote of Council or such date set by Council, whichever is later. If Council terminates this Agreement under this paragraph 6.3, Employee shall be entitled to the base salary, retirement and pension plan contributions and benefits earned through the date of termination and severance pay of an amount equal to four (4) months of base salary then in effect, which shall be subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee. In addition, at any time Council terminates this agreement pursuant to this paragraph, Employee shall be paid an amount equal to the premiums required to maintain the Employer provided insurances under COBRA for a period of three (3) months. Employer shall not be required to make any retirement contributions or payments on any severance paid under this paragraph 6.3. Acceptance of this payment by Employee shall be deemed acceptance of liquidated damages and a release, indemnification and a promise to hold harmless the Employer, Council and its employees from any claim by Employee arising under this Agreement or arising from or during his employment with Employer.

6.4 Council may terminate this Agreement for cause. The date of termination shall be the date of delivery of the written termination notice. For purposes of this Agreement, "cause" shall include but not be limited to (a) embezzlement, theft, larceny, material fraud, or other acts of dishonesty; (b) material violation by Employee of any of his obligations under this Agreement, after notice and opportunity to cure given at least once in any 12-month period; (c) conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse affect on Employee's ability to carry out his duties under this Agreement or upon the reputation of the Employer; (d) conduct involving moral turpitude; (e) gross insubordination or repeated insubordination after written warning by Council through its Chair; or (f) material and continuing failure by Employee to perform the duties described in 1.1 above, in a quality and professional manner for at least sixty (60) calendar days after receipt of written warning from Council. Upon termination for cause, Employer's sole and exclusive obligation shall be to pay to or on behalf of Employee his base salary (subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee), retirement and pension plan contributions and benefits earned through the date of termination and Employee shall not be entitled to any further compensation after the date of termination.

6.5 Death of Employee shall terminate this Agreement. The date of termination is the date of Employee's death. Upon the death of Employee, his estate and/or beneficiaries shall be entitled to all benefits accrued and payments due to an employee of Employer as well as Employee's base salary (subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee), retirement and pension plan contributions and benefits earned through date of death, but this Agreement shall not require Employer to pay any additional sums and no other obligation to Employee, his heirs, representatives or assigns is created by this Agreement. This paragraph is not intended, and shall not be construed, to limit Employer's liability, if any, under the New Mexico Workers' Compensation Act.

6.6 If Employee is incapacitated for more than thirty (30) calendar days so that he cannot fulfill his responsibilities hereunder, Employer may terminate this Agreement with written notice to Employee. Employee shall be entitled to all benefits available to an employee of Employer under current law or Employer's then current policies or rules and regulations concerning disability. Upon such termination Employer shall pay to Employee all accrued base salary (subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee), retirement and pension plan contributions and benefits earned through date of termination. This paragraph is not intended, and shall not be construed, to limit Employer's responsibility and liability, if any, under the New Mexico Workers' Compensation Act or American with Disabilities Act.

For purposes of Section 6.6, Employee shall be incapacitated so that he cannot fulfill his responsibilities hereunder if he (1) has been declared legally incompetent by a Final Court Decree (the date of such decree being deemed to be that date on which the disability occurred), (2) has received disability insurance benefits from any disability income insurance policy maintained by the Employer for a period of three consecutive months (the date of disability being deemed to be that date on which the third consecutive payment is received), or (3) has been found by a licensed New Mexico physician to be disabled pursuant to a Disability Determination. A "Disability Determination" means a finding that Employee, because of a medically determinable disease, injury, or other mental or physical disability, is unable to perform substantially all of his regular duties for the Employer and that such disability is determined or reasonably expected to last at least ninety (90) calendar days. The date of any physician's written opinion conclusively finding Employee to be disabled is the date on which Employee shall be deemed to be incapacitated.

6.7 Employee may treat this Agreement as terminated under paragraph 6.3, above, if (1) Employer reduces Employee's base salary or other benefits in a greater percentage than is generally reduced for Employer's department heads at that time or (2) Employer is in violation of any term of this Agreement. Provided, however, that Employee must first give written notice to Employer of his intention to treat his employment as terminated, state with specificity the basis on which he deems his employment terminated and gives the Employer thirty (30) calendar days in which to cure the action or inaction upon which he bases his termination. If the action or inaction is not cured within thirty (30) calendar days of receipt of the notice then Employee's termination shall be deemed made 30 days after the receipt of notice by Employer and Employee shall be entitled to all payments specified under paragraph 6.3 above. If the action or inaction is one which cannot be reasonably cured within thirty (30) calendar days of receipt of the notice and Employer provides such notice to Employee, then this Agreement shall be terminated and the Employee shall be entitled to all payments specified under paragraph 6.3 above. The effective date of such termination (when a reasonable cure cannot be made within the time limit) shall be the date of Employee's receipt of such notice of Employer. If the action or inaction is cured, Employee shall not be entitled to treat his employment as terminated.

6.8 Before Employer terminates this Agreement for any reason other than death or disability of Employee, the Council Chair shall request Employee's resignation. If Employee does not provide a signed, written resignation to the Chair within five (5) days of the request (not counting the day of the request) then Employer may proceed to terminate Employee's

employment hereunder. If the Employee presents his signed, written resignation statement to the Chair within five (5) days of the request (not counting the day of the request) then the employment of Employee shall be deemed terminated under paragraph 6.3 above and Employee shall be entitled to all payments specified therein as well as bound by the restrictions contained therein. The effective date of termination shall be the date the written resignation statement is delivered to the Chair.

Section 7. Suspension from Employment

7.1 Employer may suspend Employee with full pay and benefits for cause, as cause is defined by New Mexico law, and for such length of time as Council deems appropriate if a majority of all of the members of Council approves the suspension and length of suspension after a Council meeting at which the suspension is considered; provided that Employee is given written notice at least ten (10) calendar days prior to the meeting which notice must set forth the basis for the suspension as well as the length of suspension. Additionally, prior to the vote of Council, Employee shall be afforded an opportunity to present to Council all information he deems relevant to its decision. The presentation by Employee, if any, shall be made at a closed meeting of Council to protect Employee's liberty and property interests arising from his employment hereunder.

Section 8. Business Expenses and Professional Development

8.1 Employee shall be reimbursed for travel and out-of-pocket business expenses in accordance with the Employer's policies on such reimbursement.

8.2 Employee shall obtain a Public Employee Limited License to Practice Law from the Supreme Court of New Mexico pursuant to Rule 15-301 of the Rules Governing Admission to the Bar within 90 days of the effective date of this agreement, and shall obtain and thereafter maintain full membership in the State Bar of New Mexico prior to the expiration of the Public Employee Limited License to Practice Law. Employer agrees to reimburse Employee for costs reasonably related to obtaining a Public Employee Limited License to Practice Law from the Supreme Court of New Mexico pursuant to Rule 15-301, all costs reasonably related to obtaining full membership in the State Bar of New Mexico, and all costs reasonably related to obtaining admission to practice in the state and federal courts in New Mexico. In the event that the employee terminates his employment prior to thirty-six months after the effective date, employee shall reimburse the County for the above referenced reimbursed costs.

8.3 Employee, as part of his duties as County Attorney, shall annually present a budget for the County Attorney's Office, consistent with budget policy and guidelines developed for other departments of the County. Employer understands that the proposed budget shall include funds to pay for the New Mexico State Bar fees and travel and business expenses of Employee for professional and official travel, meetings and social occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions. These shall include but not be limited to national, regional, state and local groups and committees on which Employee serves as a member.

8.4 Employee shall also include in the County Attorney's Office budget proposal an amount to pay for travel and attendance and related business expenses for Employee's attendance at short courses, institutes and seminars that are necessary or desirable for his professional development.

8.5 Although Employer recognizes that the submitted budget of the County Attorney's Office shall include funds sufficient to pay for such professional development, business travel and related expenses, Employer is not obligated to approve the budget as submitted or to approve any such travel or expense except as set forth in the policy of the Employer.

Section 9. Reimbursement of Relocation Expenses

9.1 Employee shall be reimbursed for moving expenses incurred in relocating to the County in accordance with the Los Alamos County Administrative Procedures Guideline "Reimbursement of Relocation Expenses for Designated County Employees."

Section 10. Outside Employment

10.1 This position of County Attorney is a full-time position. Employee shall provide his best efforts and dedicate himself full time to the completion of job responsibilities. To this end, Employee shall not accept any other contemporaneous employment involving more than ten (10) hours per week without the prior consent of Council. Occasional teaching, writing, consulting performed on Employee's time off shall not violate the terms of this paragraph, and shall not require the prior consent of Council. Employee shall promptly disclose to Employer any outside employment for which he is paid.

10.2 Employee shall not spend more than ten (10) hours per week in teaching, writing, consulting, or other non-employer connected business without the prior approval of Council, which consent shall not be unreasonably withheld.

Section 11. Residency Requirement

11.1 Employee shall establish residence within the Incorporated County of Los Alamos within ninety (90) days after the effective date of this Agreement and shall maintain residence in County so long as this Agreement remains in force and effect.

Section 12. Insurance Coverage

12.1 Employee shall be entitled to all rights of coverage and defense as Employer's employee under the New Mexico Tort Claims Act 41-4-1 *et. seq.* NMSA 1978 and by liability insurance or self-insurance maintained by the Employer for the benefit of its employees.

Section 13. Bonding

13.1 Employer shall bear the full cost of any fidelity or other bond(s) required of Employee under any law or ordinance. Employee knows of no reason why he might not qualify for any such bond.

Section 14. Notices

14.1 Notice under this Agreement shall be deemed given on the day personally delivered or three (3) days after deposit in the United States Mail, first class postage pre-paid, to a party at the address set forth below:

EMPLOYER: Chairman, Los Alamos County Council
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544

EMPLOYEE: Joseph "Alvin" Leaphart, County Attorney
P.O. Box 446
Statesboro, GA 30459

An address may be changed by notification to the other party in writing delivered as specified for notices hereunder. Unless such notice is made, a party is entitled to rely on the address stated above.

Section 15. General Provisions

15.1 Integration. This agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.

15.2 Severability. The invalidity or partial invalidity of any provision, paragraph, sentence or clause in this Agreement shall not affect the validity of the remainder of the Agreement. In the event that any part of this Agreement is held to be invalid, the remaining provisions shall continue in full force and effect.

15.3 To the extent that the terms and conditions of this Agreement conflict with the personnel policies and procedures of Employer, the terms and conditions of this Agreement shall control.

15.4 Each party hereto has been advised of its right to representation by counsel of its own choosing.

15.5 All references to "days" herein shall be business days unless otherwise specified.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed in its behalf by its Council Chair, and duly attested to by its County Clerk, and Employee has signed and executed this Agreement to be effective the day and year first above written.

**INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO**

Attest:

Sharon Stover
Los Alamos County Clerk

By: _____
Rick Reiss
Council Chair

Date: _____

EMPLOYEE



Joseph "Alvin" Leaphart

Date: 10/19/16



County of Los Alamos

Staff Report

October 25, 2016

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 1)

Index (Council Goals):

Presenters: Harry Burgess, County Manager

Legislative File: 8727-16

Title

County Manager's Report for October 2016

Body

The County Manager's Office compiles a monthly report of activities conducted by County staff and publishes this report for the benefit of our citizens. Highlights of this report will be emphasized for Council as a means to increase the distribution of this information.

Attachments

A - County Manager's Update

County Manager's Monthly Update

LOS ALAMOS COUNTY

OCTOBER - 2016

This update contains information about Los Alamos County, and is intended to keep you informed regarding key issues, the status of various capital projects, employee recognitions and significant events that have occurred during the past several weeks. This update is distributed on a monthly basis; however the County maintains a website at www.losalamosnm.us where you can also check for periodic updates on the issues outlined below as well as other current topics. In the event that you have questions concerning the information in this update, or any other questions about Los Alamos County activities, please feel free to contact the County Manager at (505) 663-1750, or via lacmanager@lacnm.us.

COMMUNITY DEVELOPMENT DEPARTMENT

Building Safety Division



McDonald's restaurant continues with site work and interior and exterior construction. The Restaurant is located at the intersection of Trinity and Knecht Street.

CDD's Monthly Contractor's Meeting was held on September 20th at Fuller Lodge. A "House Wrap and Flashing" demonstration was conducted by Jose Gastelum, Dupont/Tyvek Specialist. Approximately 24 individuals attended the meeting.

The total number of commercial permits issued in September was six, with a total valuation of \$93,156.00.

The total number of residential permits issued in September was 57, with a total valuation of \$1,019,606.00.

Code Enforcement:

For the month of September, Code Enforcement was assigned 48 new cases. These represented a mix of nuisance and signage violations, including one which was referred to Municipal Court.

Housing and Special Projects Division

Housing Rehabilitation Program (Home Renewal Program):

Several bid packages have been received for the first six homes. We expect to begin rehabilitation work on six homes by mid-October. In addition, we expect to receive bids on the next five homes.

Homebuyer Assistance Program:

An ordinance for this proposed new program is expected to be brought to Council for consideration by December 2016.

Vacant Homes Project:

The vacant homes project will focus on a 'clean & lien' strategy. It is anticipated that an ordinance outlining such a program will be brought to Council for consideration by the first quarter of 2017. CDD has hired a student intern from Los Alamos High School, to assist with data collection and analysis.

Housing Market Analysis:

Staff is preparing a profile report to provide a general estimate of housing demand and potential price points and rent levels for new housing stock, to be completed in October for distribution to County Council for their information. Staff has been collecting data on salary ranges for common occupations, and are now adding population and market data to the analysis.

A-19 Development:

Staff continued to coordinate with the Site A-19-A-1 Acquisition Group, LLC as they continue with their due diligence.

Planning Division

Comprehensive Plan:

Planning Division staff and Architectural Research Consultants (ARC) met with the Planning and Zoning Commission on September 14 and September 28 to discuss the draft Comprehensive Plan, the Draft Future Land Use Maps, and the results of the second Statistically Valid Survey that was mailed on August 24th to 3,000 Los Alamos businesses and households. Staff was given feedback and direction on the next draft to be presented to Council at their study session on October 18th.

Planning & Zoning Commission Activities:

P&Z heard 3 applications on September 28th. A Site Plan for eight units in Quemazon was denied. The applicant will reapply with additional information requested by the Commission. A Preliminary Subdivision Plat creating fee simple lots on existing construction in Quemazon, and a Special Use Permit for an overnight dog kennel on East Gate were both unanimously approved.

Three (3) applications for Waivers were received by the Planning Division for public hearing in October.

Business License and Building Permit Review:

Planning Division staff reviewed and approved 8 Business License applications and 19 Building Permits.

COMMUNITY SERVICES DEPARTMENT

Library Division

- The Library made its annual appearance at the Los Alamos Heart Council's Health Fair on September 24. We featured the assistive services that are available in the Library through the handouts and giveaways we brought to the Fair. The Heart Council counted more than 2,500 visitors to the Fair.



- Conversation Circles are back. The Conversation Circles are held weekly during the school year on the ground floor of Mesa Public Library. They are designed to support people who are looking to improve their English-speaking skills. Our specific target audience for this program is people who are caregivers and work at home, so they may not have many connections in the community and may have few opportunities to attend classes in a more formal setting. This is also a casual, drop-in environment, so the participants don't need to register. To date, we have had participants from Chile, China, Japan, Honduras, Mexico, Vietnam, and Bulgaria.



Parks, Recreation and Open Space Division

Golf Course:

Once again, monthly tournaments were a focus at the Los Alamos Golf Course:

- The Labor Day “Slug Fest”, (a successful three-day event with several ideas for next year)
- Young Life, a Charity event
- The Class of 1976 reunion
- The LAWGA, Los Alamos Women’s Golf Association, had their end of the year “Last Blast”

The “BIG” activity of September was the fall aerification of the greens on the Golf Course.

This is a bi-annual activity, each spring and fall, and once we get a dependable irrigation system, we will be able to do aerification on the tees, fairways and greens. This is important for healthy turf conditions.

“Aerification is a mechanical process that creates more air space in the soil and promotes deeper rooting, thus [helping the grass](#) plants stay healthy. In most cases, it's done by removing half-inch cores (those plugs you sometimes see near a green or in [fairways](#)) from the compacted soil, allowing for an infusion of air and water that brings a resurgence of growth. The spaces are then filled with sand "topdressing" that helps the soil retain air space and makes it easier for roots to grow downward.” Therefore the first picture is during the aerification, those are the plugs of soil over all the green, and the second photo is two weeks after aerification as the grass is healing.



During



Afterwards

The “Nexus” sculpture reinstallation is getting closer to 100% complete. Natural and native areas surround the sculpture and the plaque dedicating the statue will be installed next month. The LAWGA donated the flowers surrounding the sculpture.



The LAWGA also donated the flowers behind the Tee Box of Hole #10.



DEPARTMENT OF PUBLIC WORKS

Administration Division

Transportation Board:

On Thursday, September 15th, Jon Bulthuis provided attendees at the Boards & Commissions Luncheon with a status update on the 2017 Bond Project initiative by sharing the project schedule and providing an overview of the 11 proposed Capital Improvement Projects presently being considered for inclusion in the upcoming bond issue. A handout detailed each project and included key questions specific to site alternatives, as well co-location possibilities, for the facilities currently being discussed and further refined. County Councilors present at the meeting expressed strong interest in the initiative, asked for continued community participation in the scoping and decision making effort, and communicated that they

looked forward to the September 20th County Council Study Session at which staff, and representatives of the consulting firm Dekker/Perich/Sabatini, would be present to further describe the projects and take direction from the County Council regarding next steps in moving the project forward.

Airport Division

Runway Maintenance Project:



The Federal Aviation Administration has issued a grant to the County to fund 90% of the cost to crack fill, seal coat and remark the runway and two aircraft parking areas at the airport. Another 5% of the funding is being provided through a grant from the NMDOT – Aviation Division and the final 5% will be the responsibility of the County. The total cost of the project should be \$593,684 of which only \$29,684 will be funded by the County. Maxwell Asphalt has been awarded the contract. The schedule for the project will be established after the contractor executes the contract.

United Way Dinner



The Los Alamos High School held their Taste the Sky dinner at the airport again this year to raise funds for the United Way Campaign. The dinner was held on September 24th from 4:00 pm to 8:00 pm. Several local pilots had their aircraft on display during the dinner and there appeared to be a good turnout of patrons.

Young Eagles Flights



Also on September 24th the Experimental Aircraft Association held a Young Eagles event to offer free flights to youth from 8 to 17 years old. The event was held from 8:00 am to 11:00 am and approximately 25 youth and several adults were given introductory flights in aircraft owned by a number of local pilots.

Secretary of Defense Visit:



On the morning of September 28th the Secretary of Defense, Ashton Carter, along with approximately 30 other VIPs, flew in to the Los Alamos Airport in an Air Force C-130 aircraft for a visit to LANL. The C-130 is the largest aircraft to ever land at the airport and this is the second time this type of aircraft has used the airport. The first time was when President Bill Clinton visited LANL during his presidency.

Hazmat Exercise:



At the same time that Secretary Carter was visiting LANL the lab was conducting a hazmat exercise that involved a Cessna Citation X aircraft flying from Tampa, Florida to Los Alamos to deliver simulated hazardous material for disposal by the lab. Both events were well coordinated with the airport and were successfully completed.

Custodial Division

The Custodial Division supported 148 events during the month of September which included 3 United Way events and a Bandelier event.

The Cottonwood on the Greens restaurant at the Golf Course received a new projector for use during events.

Engineering & Project Management Division

Fire Station 3:

Architectural design work is nearing completion and includes a more substantial reroofing, as well as a new wall system, window replacement and HVAC system modifications to better insulate and control the temperature in the bunkrooms. Construction is contemplated for late 2016 through early 2017.

Fuller Lodge Phases 2-4 and Historical Museum:

R&M Construction continues to make steady progress on both facilities.



Fuller Lodge:

- The elevator equipment has been installed.
- Work to replace the steps and retaining wall to the basement near the kitchen continues.

- The contractor has completed the painting of the North and South Wing exteriors on the east side of the building and is progressing to the West Wing. The new storm/screen windows are in production.
- The contractor is looking into alternative doors for the Reservation Office.
- Work is underway on the west side entry to replace the stairs, ramp and flagstone area and install a snow melt system. Signs have been placed to route Fuller Lodge patrons to the east side.



Museum:

- The final lighting package will begin to be installed the week of September 26th.
- New flagstone has been placed in the front area. New Railings are in production.
- Painting of the interior walls is in process.
- The new restroom is about 90% complete.
- Interior display wall construction is ongoing which allow placement of artifacts such as the '109 Palace Gate', the initial reporting location for Manhattan era lab workers.



LAPD Dispatch Lighting Improvements:

Design is complete and a Purchase Order to the contractor is in progress. Work should begin in late September or early October once the equipment arrives and will take about a month to complete. Changes to the system will include removing the existing fluorescent lighting system and installing dimmable LED fixtures to customize lighting levels.

Mesa Library HVAC Improvements:

The current system is an evaporative cool system, while a less expensive system to install and operate however, it does not provide adequate cooling during times of high (30% plus) humidity. The system itself is limited in its cooling capacity due to its initial design. The design consultant evaluated several system options which included an initial and life-cycle cost analysis. This evaluation resulted in a system selection to proceed to the design phase.

The work is scheduled to occur in August 2017. Staff is evaluating options to reduce impacts and disruption of services.

White Rock Complex & Senior Center Renovations:



Senior Center - Meal Center/Kitchen

The walk-in freezer unit has been installed. Wall panels are being installed, and exterior stucco is complete.



Site concrete with snow melt system work is underway. Drywall, tape and texture is nearly complete, crews have started painting in different areas. Ceiling grid is being installed.

Town Hall



Ceiling grid, drywall and painting has been completed. Placement of floor tile has begun. Roof top units have been delivered.

Site



The contractor has begun installing sidewalk with snow melt system, curb and gutter, storm drain system and site lighting. The site utilities have been completed.

Youth Activity Center Remodel:

Design of interior improvements is underway for the Youth Activity Center, located in the basement of the Community Building. Work includes improvements to interior flooring, entry ways and cabinetry. Design is scheduled for completion early October with construction beginning in January 2017.



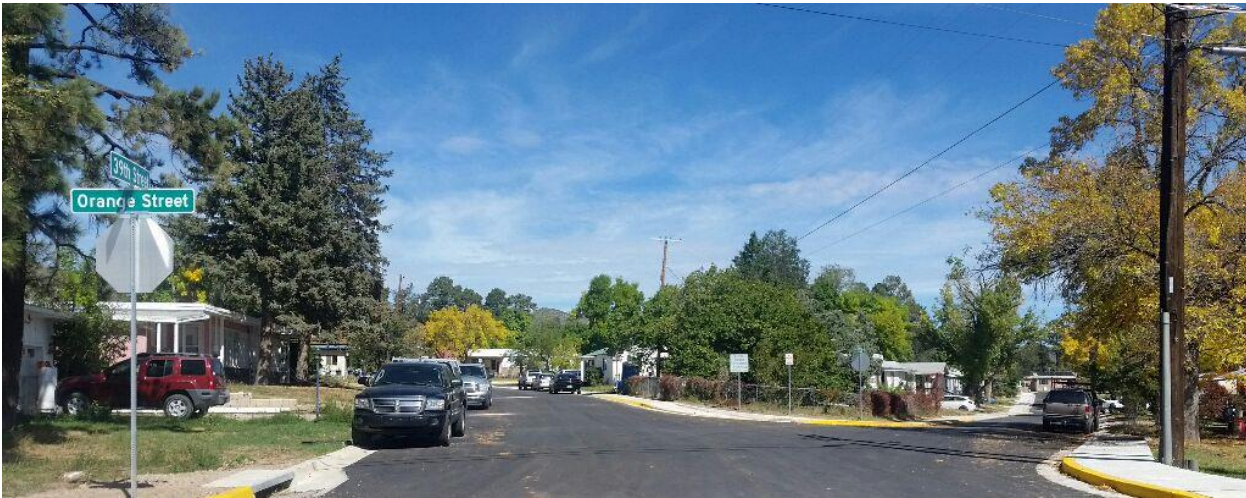
Western Area Improvements Phase 4

Crews with TLC Plumbing & Utility are making steady progress on improvements.

All work on 40th Street south of Sandia Drive and in the Denver Steel Area (37th Street, 38th Street, 39th Street and Ridgeway) is complete with minor punch list items remaining. Currently TLC crews are installing new 36" meter cans and connecting services to residents on the 40th/41st Street Loop. Curb and gutter, sidewalk to the parks, drive pads and fillets at the intersections are currently being installed on the 40th/41st Street Loop. Installation of a new 8" water line on 45th Street has been completed with installation of the new 36" meter cans to follow.

Construction is scheduled to be completed October 31st, weather permitting.





Central Avenue Improvements – Phase 2:



Crews with Century Club Construction began groundbreaking work on July 20th with the installation of an 8" sewer line and manholes on the south side of Central at 15th Street. Sewer line installation from 15th Street to behind the Shannon Corp. building has been completed. Crews re-opened the Central/15th Street intersection to traffic, completed sidewalk installation on the north side of Central Avenue from 15th to Knecht Street and completed installation of pedestrian and street light conduit and bases to Knecht Street. Asphalt paving for the westbound lane from 15th to Knecht is scheduled for the first week of October and will be followed by completing the remaining south side portion from the midblock crossing to Knecht. To stay on track with project completion, work on the final project

segment from Knecht St. to 9th Street has begun with sewer line placement and concrete work. This work will progress towards 9th Street and includes sewer manholes and storm drain system installation.



Canyon Rim Trail Project:



On September 16th, 2016, crews with Star Paving and Mountain States Crane completed a huge milestone with the installation of a 180 ft. long bridge across DP Canyon. The bridge was brought in three 60 foot sections and assembled on site. Three cranes were utilized to assemble and hoist the bridge into place. Crews are progressing with subgrade prep and base course placement in preparation of paving the trail scheduled to begin the first week of October.

The trail will consist of a 10 foot wide paved multiuse trail from Fire Station #6 to the Smith's Marketplace. The project is scheduled for completion by late December 2016/early 2017, weather permitting.



Environmental Services Division

Employee Service Anniversary – Big 30!



Leonard Martinez celebrated 30 years working with Los Alamos County. Leonard has climbed the ranks and is now a Lead Equipment Operator. Leonard always has a fantastic attitude and is a valuable asset to Los Alamos County.

Harry Burgess, Philo Shelton, Leonard Martinez, and Angelica Gurule

Feeding Dr. Ramsay's Bears:

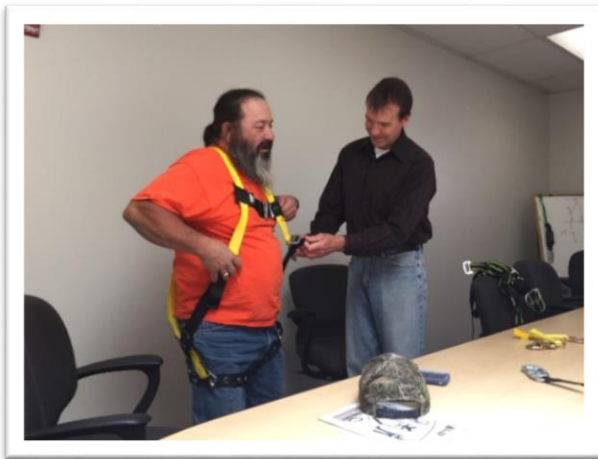


The Eco Station is collecting fruit for Dr. Ramsay's bear cubs. ESB member, James Robinson and community members have worked cooperatively to make the collection a success. The Eco Station collected hundreds of pounds of fruit that would have otherwise gone to waste and helped feed the bear cubs.

Environmental Sustainability Board:

The Environmental Sustainability Board would like to welcome two new members, Erik Loechell and Sue Barnes. All ESB positions are filled at this time.

Fall Protection Equipment Installed in Transfer Station:



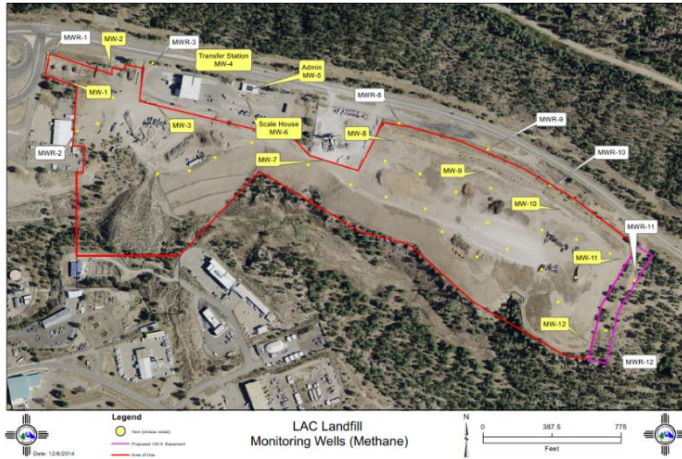
Fall protection equipment was installed inside the transfer station in effort to enrich the safety of the transfer station operators while they tarp the transfer trailers. Operators received fall protection training to accompany the new equipment. Below you will see a photograph of Eric Edmonds (right) and Joe Casias (left), Senior Equipment Operator, demonstrating how to properly wear the new harness.

Home Efficiency Expo:



Los Alamos Department of Public Utilities' James Alarid and Environmental Services Manager Angelica Gurule show off energy saving goodies at their booth at the Home Efficiency Expo Saturday, September 24 at UNM-Los Alamos. DPU sponsored the event, which showcased ways to be more energy efficient at home.

Landfill Gas Update



In general, the majority of the Landfill Gas (LFG) vents and interior methane gas probes are decreasing in concentration. The gas probes along the landfill boundary or perimeter probes are all below the Lower Explosive Limit, with the exception of MP-11R. However, MP-11R continues to decline in LFG concentration.

Fall 2016 Brush and Bulk Item Collection Schedule:

The curbside collection occurs four times a year (spring, summer, fall and winter) in effort to assist residents with the disposal of bulk items and yard waste. The next brush and bulk item collection will begin on October 3.

Area	Set out no sooner than	Collection starts
Barranca Mesa, Ponderosa Estates, Loma Linda & Hawks Landing	Sept. 23 rd	Oct. 3 rd
Quemazon, Sandia, Trinity, Orange & Nickel	Sept. 30 th	Oct. 11 th
North Mesa	Oct. 7 th	Oct. 17 th
Walnut, Yucca, Urban, Arizona, Town Site	Oct. 14 th	Oct. 24 th
Rover, Old Town, Meadow Lane, Aragon, Bryce Avenue	Oct. 21 st	Oct. 31 st
La Vista, Canada Way, Canada Circle, Barcelona, Canyon Vista, Sierra Vista, Monte Vista, La Paloma	Oct. 28 th	Nov. 7 th
La Senda & Piedra Loop	Nov. 4 th	Nov. 14 th
Pajarito Acres, Monte Rey, Rio Bravo, Potrillo, Estante Way	Nov. 11 th	Nov. 21 st

REMINDER:

- Do not set out materials sooner than ten days before the first day of your scheduled collection date.
- Do not set out materials that are not accepted.
- One pickup per household, piles can be no larger than 8 cubic yards
- Set items close to the curb - avoid placing items under power lines or near cars or utility boxes

- All leaves and pine needles should be placed in paper yard waste bags
- Items that will be picked up: brush, Christmas trees, mattresses, and large appliances (excluding refrigerators), and large furniture
- Place trash in your trash roll cart

Items that WILL NOT be collected: Refrigerators, freezers, televisions, glass, construction material, lumber, tires, concrete, railroad ties, fencing materials, or paints/chemicals.

Per Code Enforcement:

Residents will be in violation of Los Alamos County Code Chapter 18 if any of the conditions below are demonstrated:

- Pile is set out when your area is not scheduled to perform collection.
- Pile contains non-accepted material.
- Pile is obstructed by obstacles.
- Pile is set out after designated pickup date

Residents may receive a citation into Municipal Court where they can face fines and charges up to \$ 500.00 or 90 days in Jail. For each day there is a violation a new citation may be issued.

Facilities Division

- Fire and security systems have been moved to a new monitoring company.
- New access controls have been installed at the restrooms at Ashley Pond, Animal Shelter, and LAPD.
- Electrical at Fire Station 3 is 95% complete.
- Procurement and Facilities are working on an RFP for a new fire inspection and maintenance contract.

Fleet Division

A new ACT-Assist van was received for the Transit Division.



Traffic and Streets Division

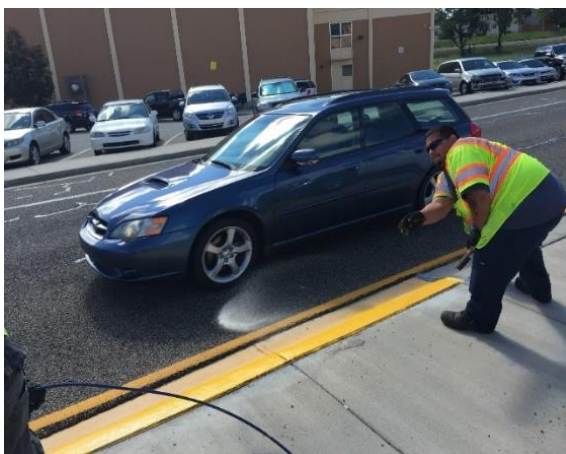
Traffic Division:

Traffic Manager, Alipio Mondragon and Signs and Markings Crew Lead Anthony Lucero attended the IMSA Convention in Atlanta Georgia the week of August 25th. There they learned about the new products available for signs, traffic equipment, lighting products and they learned about new techniques being used

around the country. Alipio serves as the Vice President of the New Mexico IMSA section and received an award on behalf of the New Mexico section for the most improved chapter.



Signs and markings crew have been painting island tips around Los Alamos for better visibility of the islands in the center of the roadway.





Crews install the new service club sign on NM 502 road.



Traffic electricians picked up 28 light poles and associated hardware from a powder coating vendor in Albuquerque for the Central Avenue Phase 2 Project. Crews will reinstall the poles upon contractor completion of conduit installation and wiring.



Traffic electric crews installed new lighting for the Nexus at the golf course. This art piece was recently moved from the intersection of Trinity and Central to its new location at the golf course. Take some time in the evening to see the new lighted piece.



On September 7th, 2016 traffic electric crews responded to Trinity Drive to an early morning traffic signal that was knocked down. The pole was rebuilt and the signal fully operational by 11:00 AM.

Contractor and Traffic and Streets work in coordination putting the “finishing touches” on the pedestal that supports the San Ildefonso plate replica at the White Rock Visitor Center.



Crews removed a large pine tree on Maple Drive near the County Extension office that was determined to be a hazard. The tree was leaning more than 12% and it was only a matter of time before it fell and damaged buildings, vehicles, infrastructure or a member of the public. See the Kudos section to read the email from the owner, Mr. Trottier, thanking the crews for their hard work.

The crack sealing project on Diamond Drive has been completed by GM Emulsions

Streets Division

Streets crews have been working on street and sidewalk maintenance county wide. See the Kudos section to read the thank you that was posted on Facebook.



The crack sealing project on Diamon Drive has been completed by GM Emulsions



Crews have started work on the new bus turn-around on Range Road to better serve transit customers in the Ponderosa Estates subdivision.



Street crews removed and replaced a drive pad at a 25% slope to a 7% slope.



Crews repaved the eastern segmented circle at the Airport.



Crews work on manhole repairs for the Department of Public Utilities.



Transit Division



The Transit Division hosted the New Mexico Department of Transportation's Biennial Site Visit of Atomic City Transit (ATC) on Monday, September 12th. Although the final report has yet to be received, by all preliminary accounts the review of the transit system was positive as the review team examined and discussed all aspects of the operation including management structures, administrative functions, system policies and protocols, training plans and practices, vehicle maintenance procedures, and several other aspects related to the delivery of transit service in Los Alamos. The final report, from the NMDOT, is expected next month and will be shared with the Transportation Board at the November 3rd meeting.



Annette Granillo has been hired as the new Transit Division Manager. Ms. Granillo has decades of public transit experience beginning as an administrative manager at Santa Fe Trails, and concluding her career there as Operation Manager for both the Fixed-Route and Paratransit systems that serve the City of Santa Fe. Most recently, she served the North Central Regional Transit District as the Operations and Maintenance Director, responsible for all system operation and maintenance functions. We welcome Ms. Granillo to the ACT team and look

forward to working with her to guide and support our transit system in delivering a high level of transit service throughout the community.



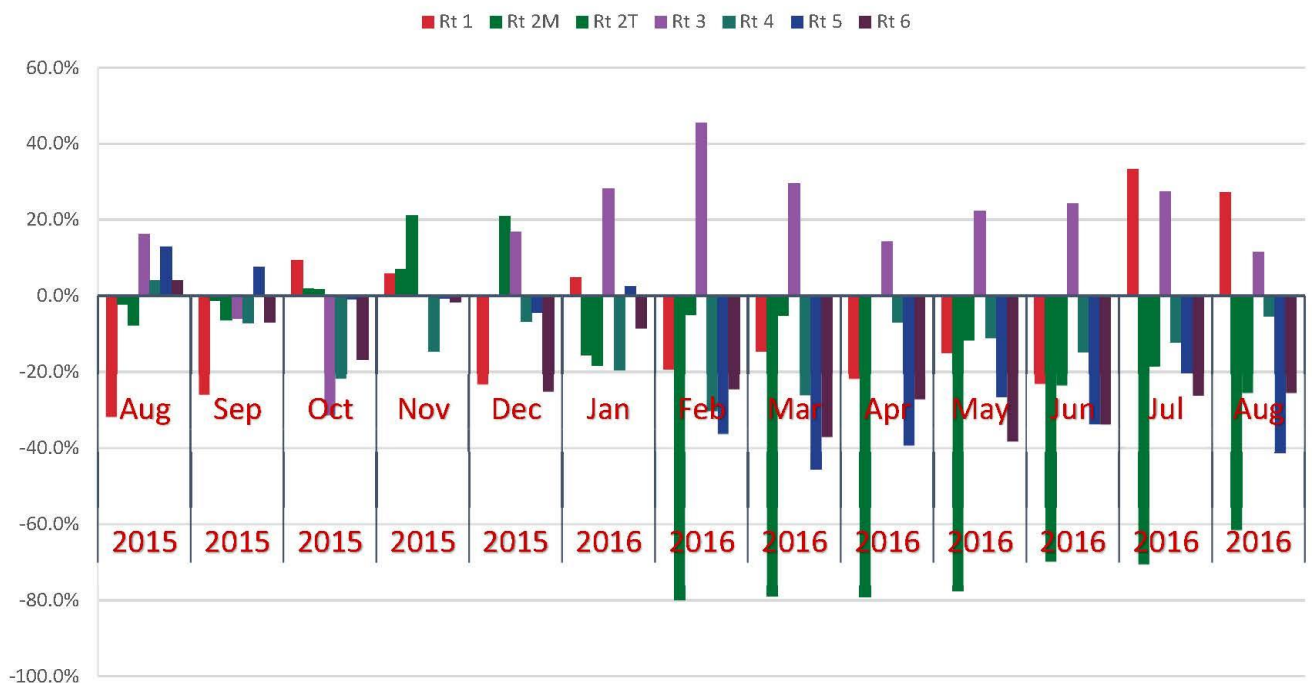
In terms of ongoing operations, on September 24th, ACT provided special service to Bandelier in support of Opera on the Rocks, and was a key player in making it a successful community event again this year. Ridership numbers on regularly scheduled routes are seeing some growth, following recent service changes, and have been accompanied by positive comments from riders. A final set of minor service changes are planned to go into effect in early November.

August 2016 Ridership Report



Route	Current Month Trips			Year-to-date Trips			Average Daily Trips		
	Last Yr	Curr Yr	% Chg	Last Yr	Curr Yr	% Chg	Last Yr	Curr Yr	% Chg
1 Downtown	6745	9394	39.3%	70619	67123	-5.0%	321.2	408.4	27.2%
2M White Rock - Main Hill	5650	2377	-57.9%	46187	15058	-67.4%	269.0	103.3	-61.6%
2T White Rock - Truck Route	3055	2490	-18.5%	24105	20836	-13.6%	145.5	108.3	-25.6%
2 White Rock Total (2M & 2T)	8705	4867	-44.1%	70292	35894	-48.9%	414.52	211.6	-49.0%
3 Central / Canyon	1804	2201	22.0%	12740	15975	25.4%	85.9	95.7	11.4%
4 North Community	3230	3348	3.7%	25173	21434	-14.9%	153.8	145.6	-5.4%
5 Barranca Mesa	3213	2066	-35.7%	23798	16575	-30.4%	153.0	89.8	-41.3%
6 North Mesa	8845	7207	-18.5%	63036	46077	-26.9%	421.2	313.3	-25.6%
<i>Fixed-route total</i>	32542	29083	-10.6%	265658	203078	-23.6%	1549.6	1264.5	-18.4%
7 North Mesa Expr	806	651	-19.2%	7074	6474	-8.5%	38.4	28.3	-26.3%
8 North Community Expr	455	412	-9.5%	4076	3359	-17.6%	21.7	17.9	-17.3%
9 Aspen Expr	409	389	-4.9%	3584	3084	-14.0%	19.5	16.9	-13.2%
10 Barranca Expr	489	471	-3.7%	3890	4223	8.6%	23.3	20.5	-12.1%
11 White Rock Expr	488	384	-21.3%	3543	3979	12.3%	23.2	16.7	-28.2%
<i>Express route total</i>	2647	2307	-12.8%	22167	21119	-4.7%	126.0	100.3	-20.4%
12 Bandelier	18986	18538	-2.4%	73238	79413	8.4%	612.5	598.0	-2.4%
Dial-a-Ride (Evening Service)		126			682			5.5	
ACT Assist (Previously DAR)	823	545	-33.8%	5833	4094	-29.8%	39.2	23.7	-39.5%
Special Services	134	105	-21.6%	3705	3543	-4.4%	134.0	105.0	-21.6%
<i>System total</i>	55132	50704	-8.0%	370601	311929	-15.8%	2461.3	2097.0	-14.8%

% Growth Over Previous Year: Fixed-route Trips per Service Day



DEPARTMENT OF PUBLIC UTILITIES

New hires and promotions:

The Department of Public utilities is pleased to welcome Joshua Silva and Terry Martinez to our team. Joshua will join the staff at the wastewater treatment plant (WWTP). Certified as a wastewater level two operator, the staff looks forward to working with Joshua and helping him advance to a level three operator then ultimately to a level four senior operator over the next few years. Terry will join the Gas, Water, Sewer (GWS) division. He will play a large part in the DPU push to change out all older water meters with newer more accurate water meters in order to facilitate the transition to advanced automatic metering.

Congratulations to WWTP employee Jeremy Martinez. He recently passed his wastewater level three certification and has been promoted to the position of WWTP operator. We look forward to helping Jeremy advance into the level four senior operator position also. Additionally, congratulations to GWS division's Andres Manzanares who was recently promoted to apprentice one, and Stephen Abeyta who was promoted to GWS service worker.

Electric Outages Greatly Reduced:

DPU is pleased to report that it has achieved a System Average Interruption Duration Index (SAIDI) of 19 minutes, well below the Department's goal to reduce outages to below 60 minutes. The SAIDI is commonly used as a reliability indicator by electric utilities. It measures the average outage duration a customer can expect to be without electricity over a 12 month period. While no utility provider can ever guarantee that all customers will have power 100% of the time (lightning, third-party damages, etc., are beyond the control of a utility provider), DPU set out to improve electric reliability service to its customers. In 2011, DPU's SAIDI was at 3.5 hours. The Department developed an Electric Reliability Plan, implemented various measures, and continually updated the reliability Plan. Currently, DPU's SAIDI is at 19 minutes. This is the lowest it has been since the Department began measuring the SAIDI in 2001. As a point of reference, the American Public Power Association's July 2015 edition of the "Public Power" magazine stated that the average SAIDI for municipal utilities was 83 minutes. DPU continues to update the Electric Reliability Plan and implement the identified measures while keeping electric rates competitive with its neighbors.

Strategic Planning Sessions:

On August 29th and 30th, the DPU senior staff met in a work session to assess its priorities, goals, and strategies to ensure that the Department is meeting its mission, looking toward its vision while remaining true to its values.

DPU's All-Hands Meeting:

DPU employees convened at Pajarito Cliffs, the conference room in Building 1 for an all-hands meeting on September 28th. Utilities Manager Tim Glasco updated staff on the recently held strategic planning meeting, reviewed DPU's mission, vision, values and strategic goals. Additionally, he discussed upcoming changes in the electric and natural gas industries and the direction for the Department. New employees, as well as safety employees for the quarter were also recognized. Each Deputy Utility Manager discussed

upcoming projects for each division and the Public Relations Manager shared the results of an employee engagement survey, recently conducted.

Home Efficiency Expo:

Approximately 200 home owners and renters attended the second annual **Home Efficiency Expo** on Saturday, September 24. The event was hosted by the Los Alamos Department of Public Utilities, and organized by the Pajarito Environmental Education Center. The free event brought several local exhibitors together to highlight water- and energy-efficient tips, retrofits, and upgrades to improve the efficiency of one's home and landscaping. DPU extends its thanks to Pajarito Environmental Education Center, UNM-Los Alamos, Los Alamos Environmental Services, Finishing Touch, Los Alamos Cooperative Extension Service, Energy Concepts, Sun Power by Positive Energy, Renewal by Anderson, and SolarLogic.

Customer Service Week:

DPU's Management Analyst Lisa Romero accepted on October 4th a Proclamation from the Los Alamos County Council declaring October 3 – 7 as Customer Service Week. The Customer Care Center organized a special event at the Municipal building on October 5th in recognition of the County's hard working customer service professionals. The community was invited to join a variety of county departments in the Municipal lobby to enjoy cake and learn about the numerous services provided by Los Alamos County.



Sept. 24, 2016 Home Energy Expo - Citizens at the Department of Public Utilities and Environmental Services table



October 5, 2016 Customer Service Week Citizens and County employees mingle in the Municipal Building lobby.

ECONOMIC DEVELOPMENT

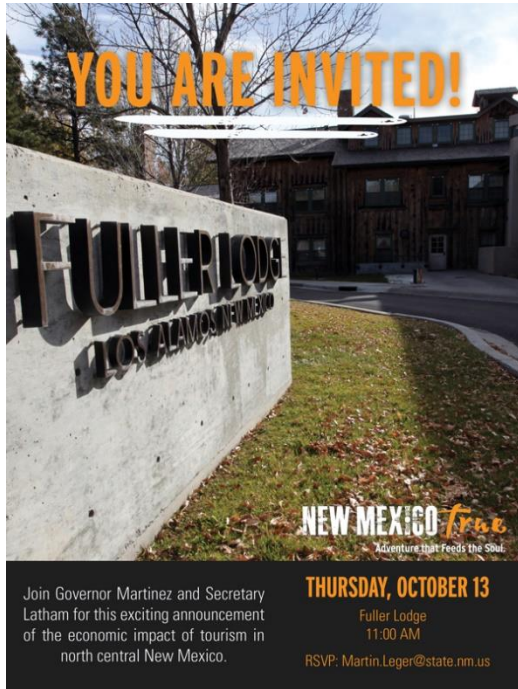
Developer Interest Continues:

Economic Development, Community Development and Public Works staff have been working with the Los Alamos Commerce and Development Corporation to respond to requests from commercial, retail and housing developers.

Tourism Secretary Names Los Alamos As One of Tourism Growth Leaders in the State!

Secretary Rebecca Latham announced that Los Alamos visitor spending grew 10.6 % or \$34.2 million in 2015! The news was announced at a press conference at Fuller Lodge Lawn on Thursday, October 13. This data is included in The Economic Impact of Tourism in New Mexico 2015 Analysis conducted by Tourism Economics. Secretary Latham stepped in for Governor Susana Martinez who was delayed in the capital to complete budget bill negotiations. One of just four press conferences held throughout the state, Los Alamos was selected for its "Cinderella story" double digit growth, and the Fuller Lodge venue was selected to promote the County's commitment to preserving and improving public access to one of

the most prominent tourism and community assets in the County. Council Chair Rick Reiss provided welcoming remarks and provided a branding “swag bag” to deliver to the governor.



Los Alamos County at the State Fair on “Gathering of Counties”/“New Mexico True Day
The Economic Development Marketing Specialist and the County’s tourism marketing contractor promoted Los Alamos County to fair goers on September 15.



**#LOSALAMOS IS
#NEWMEXICOTRUE**

Tourism partners from across the state gathered in Albuquerque last week for **New Mexico True Day** at the state fair. Secretary Latham and Kelly Stewart, Tourism & Marketing Specialist for Los Alamos County, took a few moments to catch up and talk about tourism in the Atomic City and happenings in the north central region. #NewMexicoTRUE

Contests Generate Increase in Visit Los Alamos Facebook Page Followers?

The County’s tourism marketing services contractor, Griffin and Associates, conducted a contest via the Visit Los Alamos Facebook page, reposting the extended version of the Los Alamos **tourism video**

“What Can You Say,” that debuted in August, along with an “unscrubbed” version of the same spot, challenging followers to find the difference between the two videos (a tattoo “No Half Measures” on the actor’s forearm at the end of the spot) and the New Mexico association of the tattoo (a phrase used in “Breaking Bad” by the main character Walter White played by Bryan Cranston for whom the actor was a stand-in). Two Visit Los Alamos Facebook page followers provided the information within a minute of each other and were awarded a Starbucks gift card and promotional items (t-shirt, lip balm, knapsack) from “Breaking Bad” provided by New Mexico’s film union, IATSE Local 480).

In July, Los Alamos launched a **Los Alamos Gateway to 3 National Parks Facebook contest**, pointing all Visit Los Alamos Facebook followers to submit their photos of Bandelier National Historical Park, Valles Caldera National Preserve and the Manhattan Project National Historical Park as part of the New Mexico Tourism Department’s “Find Your New Mexico True Park” Facebook contest. After the contest closed on Labor Day, the Los Alamos Economic Development Marketing Specialist worked with the New Mexico Tourism Department to collect all Los Alamos gateway park photo entries and coordinated with Griffin and Associates to select and award a winner, Bettina France. Her photo (below) is titled “Fields of Gold” and showcases the lovely Valles Caldera.



Los Alamos Film Office Update:

Los Alamos County is getting a reputation...for delivering exceptional customer service to the film.

“Godless” filmed at Camp May during the week of October 3-8. This six-episode period drama is set in the expansive landscape of the great western frontier and stars Emmy Award Winner® Jeff Daniels, Emmy® and Golden Globe® nominated Michelle Dockery (“Downton Abbey”) and Jack O’Connell (“Unbroken”). This large scale production will employ approximately 280 New Mexico crew members, 30 New Mexico principal actors and 2,350 New Mexico background talent. “Godless” is set to premiere worldwide on Netflix in 2017.

“Untitled Prison Break,” a Sony feature film is scheduled to film at various locations throughout Los Alamos during the week of October 24-28, 2016.

CALENDAR OF UPCOMING MEETINGS AND EVENTS

Oct 20 – Manhattan Project National Historical Park – Committee Meeting, 12:00 p.m. – 1:30 p.m., Room 330 Municipal Bldg.

Oct 25 – Council Meeting, 6:00 p.m., Council Chamber, Fire Station No. 3 – White Rock

Oct 28 – Annual Employee Fall Luncheon & Food Drive, Three Shifts – 11:00 a.m., 12:00 p.m, & 1:00 p.m., Fuller Lodge

KUDOS & FYI

On Sep 25, 2016 7:45 PM, Andre Trottier <trottier@newmexico.com> wrote:

Dear Mr. Erickson,

Over the past 2 weeks we have discussed the removal of a tree in a county easement by our house with members of your staff.

The tree was recommended for removal by County Extension Agent Carlos Valdez, because it was leaning north and could fall across Maple St.

I contacted Darby Martinez who was very helpful and she quickly dispatched Scott Halder to inspect the tree. Scott identified that the tree was on county property and that it had a high probability of falling across Maple St. by our house.

Scott advised he was going to have the tree removed.

About 2 weeks passed but on Tuesday, September 20 work crews supervised by Daniel Blea and I believe Elipio Mondragon arrived with equipment consisting of a bucket truck, backhoe, bobcat loader and two large flatbed trucks and about a dozen workers and rer one hour. The cooperation between the different departments represented was very organized.

My wife Cherie and I enjoyed watching the workers quickly go about their task of cutting the tree and removing the debris. The workers were well supervised and professional in their work. We spoke with Daniel and Elipio and complemented them on how efficient

We would like to thank you and members of your department for the excellent service in the removal of the tree. Please extend to the men involved our appreciation of a job well done.

Andy & Cherie Trottier



Mary Langworthy ▶ **KEEP IT LOCAL-
Los Alamos**

29 mins • 🌐

Huge shout out to Richard Marquez and his L.A. County Street Maintenance crew. They ripped out our steep and awkward driveway cut-out that scraped the bottom of our cars coming and going, and replaced it with a beautiful cut-out that has a lyrically gentle slope. The crew was hard working and thoughtful, and their work product, a thing of beauty. In fact, if you look up "A thing of beauty is a joy forever" (John Keats), there's probably a picture of our new driveway cut-out next to it. Thank you LA County Street Maintenance crew!

