



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Agenda - Final County Council - Regular Session

*David Izraelevitz, Council Chair; Christine Chandler, Council
Vice-Chair, Antonio Maggiore, Susan O'Leary, Morris Pongratz,
Rick Reiss, and Pete Sheehey, Councilors*

Tuesday, July 31, 2018

6:00 PM

Council Chambers - 1000 Central Avenue
TELEvised

1. **OPENING/ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **STATEMENT REGARDING CLOSED SESSION**

July 31, 2018 Closed Session Motion

4. **PUBLIC COMMENT**

5. **APPROVAL OF AGENDA**

6. **PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

- A. [11021-18](#) Proclamation declaring the Month of August as "Bear Month" in Los Alamos County (accepted by James Robinson)

Presenters: County Council - Regular Session

7. **PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA**

8. **CONSENT AGENDA**

July 31, 2018 Consent Motion:

Consent Motion -

- A. [10698-18](#) Approval of the June 30, 2018 Quarterly Report as Required by the State of New Mexico Department of Finance and Administration's Local Government Division

Presenters: Karen Kendall, Budget and Performance Manager
and Helen Perraglio, Chief Financial Officer

Attachments: [A - June 30, 2018 Quarterly Report to NM DFA Local Government Division](#)

- B. [11018-18](#) Consideration of Establishment of Equine Livestock Advisory Subcommittee
- Presenters:** Stephanie Nakhleh, Chair of the Parks and Recreation Board
- Attachments:** [A - ELAS proposed guidelines](#)
[B - Feb 2018 PRB Minutes](#)
[C - Direction by Council in PRB Workplan Review regarding ELAS](#)

9. INTRODUCTION OF ORDINANCE(S)

- A. [OR0830-18](#) Ordinance No. 686 Authorization the Sale of Certain County-Owned Real Property Located in the Incorporated County of Los Alamos Generally Described as Lot 5C 20th Street to Verdad Real Estate, Inc.
- Presenters:** Joanie Ahlers, Economic Development Administrator
- Attachments:** [A - Ordinance No. 686](#)

10. PUBLIC HEARING(S)

- A. [OR0817-18b](#) Incorporated County Of Los Alamos Ordinance No.682; an Ordinance authorizing the sale of certain County-owned real property within Tract MM to Los Alamos RE, LLC.
- Presenters:** Joanie Ahlers
- Attachments:** [A - Publication Notice for Ordinance No. 682.pdf](#)
[B - Incorporated County of Los Alamos Ordinance No.682](#)
- B. [OR0821-18b](#) Incorporated County of Los Alamos Ordinance No. 684, an Ordinance Amending the Delayed Repeal of the County Regional Transit Gross Receipts Tax and Reauthorizing the Tax.
- Presenters:** Steven Lynne, Deputy County Manager
- Attachments:** [A - Publication Notice for Ordinance No. 684.pdf](#)
[B - Ordinance No. 684](#)
- C. [OR0822-18b](#) Incorporated County of Los Alamos Ordinance No. 685 County Regional Transit Gross Receipts Tax Reauthorization Election.
- Presenters:** Naomi Maestas, County Clerk and Steven Lynne, Deputy County Manager
- Attachments:** [A - Publication Notice for Ordinance No. 685.pdf](#)
[B - Ordinance No. 685](#)

- D. [OR0823-18b](#) Incorporated County of Los Alamos Code Ordinance No. 683, An Ordinance to Authorize the Refinance and Reissuance of Amended Loan and Promissory Note Agreements with the New Mexico Environment Department to Reflect a Reduction of the Prior Loan Principal Balance, Lowered Interest Rate and Extension of the Payment Term

Presenters: Bob Westervelt, Deputy Utilities Manager - Finance/Admin

Attachments: [A - Incorporated County of Los Alamos Ordinance No. 683](#)
[B - LAC Amended Refinance Loan Agreement 1438143R](#)
[C - LAC Amended Refinanced Promissory Note 1438143R](#)
[D - Original Final Promissory Note, dated February 28, 2011](#)
[E - Revised Ten -Year Financial Forecast](#)
[F - Summary analysis of net cash effect of refinancing alternatives considered](#)
[G - Publication Notice for Ordinance No. 683.pdf](#)

11. BUSINESS

- A. [10999-18](#) Discussion to Consider Charter for the Animal Shelter Ad Hoc Advisory Committee (ASAC).

Presenters: Christine Chandler, Council Vice-Chair

Attachments: [A - AD HOC ANIMAL SHELTER ADVISORY COMMITTEE CHARTER draft](#)

- B. [11042-18](#) Homebuyer Assistance Program Policies & Procedures Amendments

Presenters: Paul Andrus

Attachments: [A - HAP Policies Procedures draft 072718](#)

12. COUNCIL BUSINESS

A. *Appointments*

- 1) [10989-18](#) Board/Commission Appointment(s) - Valuation Protests Board

Presenters: Steven Lynne, Deputy County Manager

Attachments: [A - VP Board Ordinance and Statute](#)
[B - VPB Applications 7 31 2018](#)

- 2) [10988-18](#) Board/Commission Appointment for the Planning and Zoning Commission
- Presenters:** Paul Andrus, Community Development Director and Tamara Baer, Planning Manager
- Attachments:** [A - P&Z Member List](#)
[B - Application Packet for Ralph Chapman.pdf](#)
[C - Application Packet for Jacqueline Shen.pdf](#)
[D - Application Packet for Richard Thompson.pdf](#)
[E - Interview Panel Recommendation Feb 2018.pdf](#)

B. Board, Commission and Committee Liaison Reports

C. County Manager's Report

- 1) [10959-18](#) County Manager's Report for July 2018
- Presenters:** Harry Burgess, County Manager
- Attachments:** [A - July County Manager's Update.pdf](#)
[B - June 2018 Financial Overview](#)

D. Council Chair Report

E. General Council Business

F. Approval of Councilor Expenses

G. Preview of Upcoming Agenda Items

13. COUNCILOR COMMENTS

14. PUBLIC COMMENT

15. 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 Manager at 663-1750 if a summary or other type of accessible format is needed.



County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:

Index (Council Goals):

Presenters:

Title

July 31, 2018 Closed Session Motion

Recommended Action

"I move that Council approve the following statement for inclusion in the minutes:

"The matters discussed in the closed session held on July 31, 2018 that began at 5:00 p.m. were limited only to those topics specified in the notice of the closed session, and no action was taken on any matter in that closed session."

This motion is fairly characterized as procedural, therefore only a hand vote is required rather than a full roll call vote.



County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals):

Presenters: County Council - Regular Session

Legislative File: 11021-18

Title

Proclamation declaring the Month of August as "Bear Month" in Los Alamos County (accepted by James Robinson)

Body

WHEREAS: Los Alamos is blessed with an abundance of wildlife, and healthy wildlife populations have a positive impact on the Los Alamos community - our community is notably home to the American Black Bear; and

WHEREAS: Five key bear-safety practices should be added to our daily routines and recreational activities. When out in the wilderness, make noise to that a bear is not surprised by human presence, stay alert and actively look for signs of bears; never approach or crowd bears; keep food, garbage, and other attractants out of reach of bears; and stay calm during a bear encounter, and do not run; and

WHEREAS: Humans can also reduce the likelihood of bear encounters around the home by removing bird feeders, securing garbage in bear-resistant containers, not feeding bears, planting gardens away from game trails, and frequently turning compost; and

WHEREAS: The Los Alamos Nature Center, the Pajarito Environmental Education Center, Land of Enchantment Wildlife Foundation, and many other local and state agencies will present many different bear education events throughout the month of August, including hosting New Mexico's only Bear Festival on August 25th;

NOW, THEREFORE, on behalf of the Council of the Incorporated County of Los Alamos, I do hereby designate August 2018 as:

"BEAR MONTH"

and urge our citizens to participate in this event by learning about bear safety and responsibility for peaceful coexistence with these remarkable animals so that they can continue to thrive across our county and state for generations to come.

DATED this 31st day of July, 2018.



County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:

Index (Council Goals):

Presenters:

Title

July 31, 2018 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

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals):

Presenters: Karen Kendall, Budget and Performance Manager and Helen Perraglio, Chief Financial Officer

Legislative File: 10698-18

Title

Approval of the June 30, 2018 Quarterly Report as Required by the State of New Mexico Department of Finance and Administration's Local Government Division

Recommended Action

I move that Council approve the June 30, 2018 Quarterly Report to be submitted as required to the State of New Mexico Department of Finance and Administration's Local Government Division.

County Manager's Recommendation

The County Manager recommends that Council approve the June 30, 2018 Quarterly Report to be submitted as required to the State of New Mexico Department of Finance and Administration's Local Government Division.

Body

NMSA 1978, Section 6-6-2 defined the powers and duties of the Local Government Division (LGD) of the New Mexico Department of Finance and Administration. One of those powers is the authority to require periodic financial reports, at least quarterly, of local public bodies.

In order to comply with LGD requirements, this quarterly report (in a format prescribed by LGD), including the accompanying unaudited financial statements, is being presented for Council's approval. It is important to note that the financial data presented is not complete, nor fully adjusted for the fiscal year end. The County will be closing and adjusting its FY2018 books over the next couple of months as the annual financial audit is conducted. At the conclusion of the audit, complete financial statements will be presented to the Council in the form of the Comprehensive Annual Financial Report (CAFR).

Alternatives

If the Council chooses not to approve the June 30, 2018 Quarterly Report, the LGD could withhold approval of the FY2019 budget, as well as future budget submittals. The County would also risk audit comments for failure to comply with NMSA 1978, Section 6-6-2 which grants the Local Government Division the authority to require periodic financial reports of local public bodies and prescribe their form.

Fiscal and Staff Impact/Planned Item

There is no fiscal impact. The quarterly report is a planned activity for the Financial Division staff.

Attachments

A - June 30, 2018 Quarterly Report to NM DFA Local Government Division

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

SUBMIT TO LOCAL GOVERNMENT DIVISION NO LATER
THAN 30 DAYS AFTER THE CLOSE OF EACH QUARTER.

COUNTY: Incorporated County of Los Alamos

Period Ending 06/30/2018

Prepared By: Karen Kendall, Budget & Performance Manager

I HEREBY CERTIFY THAT THE CONTENTS IN THIS
REPORT ARE TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE. THIS REPORT DEPICTS ALL FUNDS.

Karen Kendall, Budget & Performance Manager
Signature

| Fund # | FUND NAME | BEGINNING CASH CURRENT FY (1) | YEAR-TO-DATE TRANSACTIONS | | | | QTR ENDING CASH BALANCE (1)+(2)+(3)-(4)+(5) (6) | INVESTMENTS (7) | CASH + INVESTMENTS (8) | REQUIRED RESERVES (9) | AVAILABLE CASH (8) - (9) |
|-------------|----------------------------|-------------------------------------|----------------------------|-----------------------------|--------------------------------|--------------------|--|--------------------|------------------------------|-----------------------------|--------------------------------|
| | | | REVENUES TO DATE (2) | TRANSFERS TO DATE (3) | EXPENDITURES TO DATE (4) | ADJUSTMENTS (5) | | | | | |
| 101 | GENERAL FUND (GF) | \$12,899,184 | 55,257,093 | (6,892,008) | 48,018,841 | (5,445,135) | \$ 7,800,292 | 925,226 | \$ 8,725,518 | 4,001,570 | \$ 4,723,948 |
| 201 | CORRECTION | | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| 202 | ENVIRONMENTAL GRT | | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| 203 | County Property Valuation | \$601,854 | 0 | 0 | 179,523 | 196,148 | \$618,479 | 0 | \$618,479 | | \$618,479 |
| 204 | COUNTY ROAD | \$0 | 448,342 | 0 | 0 | 129,248 | \$577,590 | 0 | \$577,590 | 48,333 | \$529,256 |
| 206 | EMS | \$3 | 4,346 | 0 | 9,675 | 5,723 | \$397 | 0 | \$397 | | \$397 |
| 207 | ENHANCED 911 | | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| 208 | Farm & Range Improvement | | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| 209 | FIRE PROTECTION FUND | \$492,737 | 468,634 | 0 | 895,661 | (17,202) | \$48,508 | 0 | \$48,508 | | \$48,508 |
| 211 | LAW ENFORCEMENT PROTECTION | \$187 | 9,127 | 0 | 38,814 | 30,073 | \$573 | 0 | \$573 | | \$573 |
| 214 | LODGERS' TAX | \$305,229 | 453,004 | 0 | 180,841 | (231,457) | \$345,935 | 0 | \$345,935 | | \$345,935 |
| 217 | RECREATION | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| 218 | INTERGOVERNMENTAL GRANTS | | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| 219 | SENIOR CITIZEN | | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| 220 | COUNTY INDIGENT FUND | \$107,767 | 1,829,850 | 317,000 | 2,150,198 | (43,424) | \$60,996 | 0 | \$60,996 | | \$60,996 |
| 221 | COUNTY HOSPITAL FUND | | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| 222 | COUNTY FIRE PROTECTION | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| 223 | DWI PROGRAM | \$9,979 | 39,200 | 0 | 83,876 | 49,969 | \$15,272 | 0 | \$15,272 | | \$15,272 |
| 225 | Clerk Recording & Filing | \$62,852 | 186,318 | 0 | 15,128 | (151,538) | \$82,503 | 0 | \$82,503 | | \$82,503 |
| 226 | JAIL - DETENTION FUND | | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| 299 | OTHER | \$7,695,233 | 574,086 | 87,833 | 1,263,717 | (528,508) | \$6,564,927 | 12,300 | \$6,577,227 | | \$6,577,227 |
| 300 | CAPITAL PROJECT FUNDS | \$27,666,747 | 805,247 | 0 | 7,389,073 | 2,750,399 | \$23,833,320 | 25,285,694 | \$49,119,014 | | \$49,119,014 |
| 401 | G. O. BONDS | | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| 402 | REVENUE BONDS | \$253,858 | 33,788 | 6,268,596 | 6,268,596 | (271,493) | \$16,153 | 556,012 | \$572,165 | | \$572,165 |
| 403 | DEBT SERVICE OTHER | | 0 | 0 | 0 | 0 | | 0 | \$0 | | \$0 |
| 500 | ENTERPRISE FUNDS | | | | | | | | | | |
| | Joint Utilities Fund | \$15,089,015 | 57,496,161 | (781,421) | 68,557,123 | 3,818,038 | \$7,064,670 | 24,884,313 | \$31,948,983 | | \$31,948,983 |
| | Solid Waste | \$1,763,451 | 4,257,105 | 0 | 5,044,558 | (528,603) | \$447,396 | 1,696,520 | \$2,143,916 | | \$2,143,916 |
| | Airport | \$1,108,362 | 139,449 | 200,000 | 620,544 | 58,785 | \$886,051 | 0 | \$886,051 | | \$886,051 |
| | Ambulance | | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| | Cemetery | | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| | Housing | | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 |
| | Transit | \$1,310,426 | 1,873,453 | 800,000 | 4,269,115 | 1,773,298 | \$1,488,062 | 0 | \$1,488,062 | | \$1,488,062 |
| | Fire | \$41,300 | 26,454,386 | 0 | 23,296,156 | (1,963,118) | \$1,236,412 | 0 | \$1,236,412 | | \$1,236,412 |
| 600 | INTERNAL SERVICE FUNDS | \$16,489,432 | 15,660,682 | 0 | 13,884,236 | (184,047) | \$18,081,831 | 8,776 | \$18,090,607 | | \$18,090,607 |
| 700 | TRUST AND AGENCY FUNDS | \$178,289 | 3,870 | 0 | 0 | (5,625) | \$176,534 | 193,234 | \$369,768 | | \$369,768 |
| | | | | | | | | | | | |
| GRAND TOTAL | | \$86,075,905 | \$165,994,140 | \$0 | \$182,165,676 | (\$558,469) | \$ 69,345,900 | \$53,562,076 | \$ 122,907,976 | \$4,049,903 | \$ 118,858,073 |

Identify detail on all adjustments listed on budget recap page. Please identify each transaction separately.

County QUARTERLY REPORT ADJUSTMENT SCHEDULE

| FUND | TOTAL Adjustment AMOUNT | Detailed adjustment | Explanation |
|-------------------------------|-------------------------------|------------------------|---|
| GENERAL FUND - Operating (GF) | (5,445,135) | | |
| | | (3,518,383) | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | (1,926,752) | Other Adjustments |
| CORRECTION | | | |
| ENVIRONMENTAL GRT | | | |
| County Property Valuation | 196,148 | | |
| | | 6,419 | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | 189,729 | Other Adjustments |
| COUNTY ROAD | 129,248 | 129,248 | Other Adjustments |
| EMS | 5,723 | | |
| | | (0) | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | 5,723 | Other Adjustments |
| ENHANCED 911 | | | |
| Farm & Range Improvement | | | |
| FIRE PROTECTION FUND | (17,202) | | |
| | | 493,668 | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | (510,870) | Other Adjustments |
| LEPF | 30,073 | | |
| | | 9,189 | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | 20,884 | Other Adjustments |
| LODGERS' TAX | (231,457) | | |
| | | (72,625) | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | (158,832) | Other Adjustments |
| RECREATION | | | |
| INTERGOVERNMENTAL GRANTS | | | |
| SENIOR CITIZEN | | | |
| COUNTY INDIGENT FUND | (43,424) | | |
| | | (76,919) | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | 33,495 | Other Adjustments |
| COUNTY HOSPITAL FUND | | | |
| COUNTY FIRE PROTECTION | | | |
| DWI PROGRAM | 49,969 | | |
| | | 631 | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | 49,338 | Other Adjustments |
| Clerk Recording & Filing | (151,538) | (233) | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| JAIL - DETENTION FUND | | | |
| OTHER | (528,508) | | |
| | | (447,497) | Other Adjustments |
| | | (81,011) | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| CAPITAL PROJECT FUNDS | 2,750,399 | | |
| | | (25,533) | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | 2,775,932 | Other Adjustments |
| G. O. BONDS | | | |
| REVENUE BONDS | (271,493) | | |

| | | | |
|------------------------|-------------|-------------|---|
| | | (253,858) | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | (17,635) | Other Adjustments |
| DEBT SERVICE OTHER | | | |
| ENTERPRISE FUNDS | | | |
| Joint Utilities Fund | 3,818,038 | | |
| | | (1,099,616) | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | 4,917,654 | Other Adjustments |
| Solid Waste | (528,603) | | |
| | | 151,024 | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | (679,626) | Other Adjustments |
| Waste Water | | | |
| Airport | 58,785 | | |
| | | 5,558 | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | 53,226 | Other Adjustments |
| Ambulance | | | |
| Cemetery | | | |
| Housing | | | |
| Parking | | | |
| Transit | 1,773,298 | | |
| | | 12,957 | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | 1,760,342 | Other Adjustments |
| Fire | (1,963,118) | | |
| | | (41,300) | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | (1,921,818) | Other Adjustments |
| Other Enterprise | | | |
| Other Enterprise | | | |
| INTERNAL SERVICE FUNDS | (184,047) | | |
| | | (235,656) | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | 51,609 | Other Adjustments |
| TRUST AND AGENCY FUNDS | | | |
| | (5,625) | | |
| | | (58,492) | CAFR cash adjustment - reconciliation provided and reviewed by auditors |
| | | 52,867 | Other Adjustments |
| total | (558,469) | | |

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES | BUDGETED AMOUNTS | | | ACTUALS Y-T-D | ENCUMBRANCES Y-T-D | Variance With Adjusted Budget Positive (Negative) | |
|---|--------------------|-----------------------|--------------------|------------------|-----------------------|--|---------|
| | Approved Budget | Budget Adjustments | Adjusted Budget | | | \$ | % |
| REVENUES | | | | | | | |
| Taxes: | | | | | | | |
| Property Tax - Current Year | \$7,046,531 | \$0 | \$7,046,531 | \$7,070,310 | | \$23,779 | 100.34% |
| Property Tax - Delinquent | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Property Tax - Penalty & Interest | \$0 | \$0 | \$0 | \$663,622 | | \$663,622 | n/a |
| Oil and Gas - Equipment | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Franchise Fees | \$560,000 | \$0 | \$560,000 | \$486,834 | | (\$73,166) | 86.93% |
| Gross receipts - Local Option | \$18,462,000 | \$0 | \$18,462,000 | \$20,165,197 | | \$1,703,197 | 109.23% |
| Gross Receipts - Infrastructure | \$1,659,000 | \$0 | \$1,659,000 | \$1,812,059 | | \$153,059 | 109.23% |
| Gross Receipts - Environment | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Gross Receipts - Other Dedication | \$3,318,000 | \$0 | \$3,318,000 | \$3,624,118 | | \$306,118 | 109.23% |
| PILT | \$75,000 | \$0 | \$75,000 | \$50,582 | | (\$24,418) | 67.44% |
| Intergovernmental:-State Shared | | | | | | | |
| Gross receipts - County Equalization | \$16,769,000 | \$0 | \$16,769,000 | \$18,319,244 | | \$1,550,244 | 109.24% |
| Cigarette Tax | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Gas Tax | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Motor Vehicle | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Other | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - Federal | \$323,000 | \$185,883 | \$508,883 | \$273,278 | | (\$235,605) | 53.70% |
| Grants - State | \$228,179 | \$0 | \$228,179 | \$300,173 | | \$71,994 | 131.55% |
| Grants - Local | | \$0 | \$0 | | | \$0 | n/a |
| Legislative Appropriations | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Small Counties Assistance | \$180,000 | \$0 | \$180,000 | \$172,000 | | (\$8,000) | 95.56% |
| Licenses and Permits | \$274,500 | \$0 | \$274,500 | \$0 | | (\$274,500) | 0.00% |
| Charges for Services | \$1,817,420 | \$0 | \$1,817,420 | \$1,267,863 | | (\$549,557) | 69.76% |
| Fines and Forfeits | \$189,600 | \$0 | \$189,600 | \$987,339 | | \$797,739 | 520.75% |
| Interest on Investments | \$1,338,000 | \$0 | \$1,338,000 | \$64,474 | | (\$1,273,526) | 4.82% |
| Miscellaneous | \$7,626,374 | \$0 | \$7,626,374 | \$0 | | (\$7,626,374) | 0.00% |
| TOTAL GENERAL FUND REVENUES | \$59,866,604 | \$185,883 | \$60,052,487 | \$55,257,093 | | (\$4,795,394) | 92.01% |
| EXPENDITURES | | | | | | | |
| Executive-Legislative | \$3,822,339 | \$251,729 | \$4,074,068 | \$3,726,028 | \$94,141 | \$253,899 | 91.46% |
| Judicial | \$569,181 | \$11,386 | \$580,567 | \$471,316 | \$27,080 | \$82,171 | 81.18% |
| Elections | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Finance & Administration | \$8,021,518 | \$212,698 | \$8,234,216 | \$7,602,828 | \$282,025 | \$349,363 | 92.33% |
| Public Safety | \$13,833,196 | \$875,988 | \$14,709,184 | \$14,989,360 | \$184,472 | (\$464,649) | 101.90% |
| Highways & Streets | \$5,750,376 | \$57,843 | \$5,808,219 | \$5,049,456 | \$110,823 | \$647,940 | 86.94% |
| Senior Citizens | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Sanitation | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Health and Welfare | | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Culture and Recreation | \$10,661,132 | \$1,322,325 | \$11,983,457 | \$9,776,606 | \$48,094 | \$2,158,757 | 81.58% |
| Economic Development & Housing | | \$0 | \$0 | | | \$0 | n/a |
| Other - Miscellaneous | \$9,116,952 | \$1,551,232 | \$10,668,184 | \$6,403,247 | \$182,267 | \$4,082,670 | 60.02% |
| TOTAL GENERAL FUND EXPENDITURES | \$51,774,694 | \$4,283,201 | \$56,057,895 | \$48,018,841 | \$928,902 | \$7,110,152 | 85.66% |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$2,613,140 | \$0 | \$2,613,140 | \$781,421 | | (\$1,831,719) | 29.90% |
| Transfers (Out) | (\$8,926,130) | \$0 | (\$8,926,130) | (\$7,673,429) | | \$1,252,701 | 85.97% |
| TOTAL - OTHER FINANCING SOURCES | (\$6,312,990) | \$0 | (\$6,312,990) | (\$6,892,008) | | (\$579,018) | 109.17% |
| Excess (deficiency) of revenues over expenditures | | | | \$346,243 | | | |

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| SPECIAL REVENUES - RESOURCES | Fund | BUDGET | | | ACTUALS | | Encumbrances (expenditure line only) | Budget Balance | Budget Variance % |
|---|------------|--------------------|----------------------------|--------------------|-----------------------|--|---|-------------------|----------------------|
| | | Approved Budget | Resolutions Adj. Budget | Adjusted Budget | Year to Date Total | | | | |
| CORRECTIONS | 201 | | | | | | | | |
| REVENUES | | | | | | | | | |
| Correction Fees | 201 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Miscellaneous | 201 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| EXPENDITURES | 201 | 0 | 0 | 0 | 0 | | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 201 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Transfers (Out) | 201 | 0 | 0 | 0 | 0 | | | | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | | | n/a |
| Excess (deficiency) of revenues over expenditures | 201 | | | | 0 | | | | |
| ENVIRONMENTAL | 202 | | | | | | | | |
| REVENUES | | | | | | | | | |
| GRT - Environmental | 202 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Miscellaneous | 202 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| EXPENDITURES | 202 | 0 | 0 | 0 | 0 | | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 202 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Transfers (Out) | 202 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 202 | | | | 0 | | | | |
| PROPERTY VALUATION | 203 | | | | | | | | |
| REVENUES | | | | | | | | | |
| Administrative Fee | 203 | 175,000 | 0 | 175,000 | 0 | | | (175,000) | 0.00% |
| Miscellaneous | 203 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL Revenues | | 175,000 | 0 | 175,000 | 0 | | | (175,000) | 0.00% |
| EXPENDITURES | 203 | 203,221 | 0 | 203,221 | 179,523 | | 0 | 23,698 | 88.34% |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 203 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Transfers (Out) | 203 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 203 | | | | (179,523) | | | | |
| EMS | 206 | | | | | | | | |
| REVENUES | | | | | | | | | |
| State EMS Grant | 206 | 11,200 | (1,131) | 10,069 | 4,346 | | | (5,723) | 43.16% |
| Miscellaneous | 206 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL Revenues | | 11,200 | (1,131) | 10,069 | 4,346 | | | (5,723) | 43.16% |
| EXPENDITURES | 206 | 11,200 | (1,128) | 10,072 | 9,675 | | 0 | 842 | 96.06% |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 206 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Transfers (Out) | 206 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 206 | | | | (5,329) | | | | |
| E911 | 207 | | | | | | | | |

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| SPECIAL REVENUES - RESOURCES | Fund | BUDGET | | | ACTUALS | | Encumbrances (expenditure line only) | Budget Balance | Budget Variance % |
|---|------------|--------------------|----------------------------|--------------------|-----------------------|--|---|-------------------|----------------------|
| | | Approved Budget | Resolutions Adj. Budget | Adjusted Budget | Year to Date Total | | | | |
| REVENUES | | | | | | | | | |
| State-E-911 Enhancement | 207 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Network & Data Base Grant | 207 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Miscellaneous | 207 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| EXPENDITURES | 207 | 0 | 0 | 0 | 0 | | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 207 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Transfers (Out) | 207 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 207 | | | | 0 | | | | |
| FARM & RANGE | 208 | | | | | | | | |
| REVENUES | | | | | | | | | |
| Federal - Taylor Grazing | 208 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Miscellaneous | 208 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| EXPENDITURES | 208 | 0 | 0 | 0 | 0 | | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 208 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Transfers (Out) | 208 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 208 | | | | 0 | | | | |
| COUNTY FIRE PROTECTION | 209 | | | | | | | | |
| REVENUES | | | | | | | | | |
| State - Fire Marshall Allotment | 209 | 500,000 | (31,720) | 468,280 | 468,634 | | | 354 | 100.08% |
| Miscellaneous | 209 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL Revenues | | 500,000 | (31,720) | 468,280 | 468,634 | | | 354 | 100.08% |
| EXPENDITURES | 209 | 500,000 | 426,803 | 926,803 | 895,661 | | 30,680 | 461 | 96.64% |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 209 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Transfers (Out) | 209 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 209 | | | | (427,027) | | | | |
| LAW ENFORCEMENT PROTECTION | 211 | | | | | | | | |
| REVENUES | | | | | | | | | |
| State-Law Enforcement Protection | 211 | 39,200 | 0 | 39,200 | 9,127 | | | (30,073) | 23.28% |
| Miscellaneous | 211 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL Revenues | | 39,200 | 0 | 39,200 | 9,127 | | | (30,073) | 23.28% |
| EXPENDITURES | 211 | 39,574 | 0 | 39,574 | 38,814 | | 0 | 760 | 98.08% |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 211 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Transfers (Out) | 211 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 211 | | | | (29,687) | | | | |
| LODGERS' TAX | 214 | | | | | | | | |

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| SPECIAL REVENUES - RESOURCES | Fund | BUDGET | | | ACTUALS | Encumbrances (expenditure line only) | Budget Balance | Budget Variance % |
|---|------------|--------------------|----------------------------|--------------------|-----------------------|---|-------------------|----------------------|
| | | Approved Budget | Resolutions Adj. Budget | Adjusted Budget | Year to Date Total | | | |
| REVENUES | | | | | | | | |
| Lodgers' Tax | 214 | 290,000 | 3,000 | 293,000 | 453,004 | | 160,004 | 154.61% |
| Miscellaneous | 214 | 3,000 | (3,000) | 0 | 0 | | 0 | n/a |
| TOTAL Revenues | | 293,000 | 0 | 293,000 | 453,004 | | 160,004 | 154.61% |
| EXPENDITURES | 214 | 225,918 | 0 | 225,918 | 180,841 | 11 | 45,066 | 80.05% |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 214 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Transfers (Out) | 214 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 214 | | | | 272,163 | | | |
| RECREATION | 217 | | | | | | | |
| REVENUES | | | | | | | | |
| Cigarette Tax - (1 cent) | 217 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Miscellaneous | 217 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | 0 | n/a |
| EXPENDITURES | 217 | 0 | 0 | 0 | 0 | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 217 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Transfers (Out) | 217 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 217 | | | | 0 | | | |
| INTERGOVERNMENTAL GRANTS | 218 | | | | | | | |
| REVENUES | | | | | | | | |
| State Grants | 218 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Federal Grants | 218 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Miscellaneous | 218 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | 0 | n/a |
| EXPENDITURES | 218 | 0 | 0 | 0 | 0 | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 218 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Transfers (Out) | 218 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 218 | | | | 0 | | | |
| SENIOR CITIZENS | 219 | | | | | | | |
| REVENUES | | | | | | | | |
| State Grants | 219 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Federal Grants | 219 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Miscellaneous | 219 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | 0 | n/a |
| EXPENDITURES | 219 | 0 | 0 | 0 | 0 | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 219 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Transfers (Out) | 219 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 219 | | | | 0 | | | |

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| SPECIAL REVENUES - RESOURCES | Fund | BUDGET | | | ACTUALS | | Encumbrances (expenditure line only) | Budget Balance | Budget Variance % |
|---|------------|--------------------|----------------------------|--------------------|-----------------------|-------|---|-------------------|----------------------|
| | | Approved Budget | Resolutions Adj. Budget | Adjusted Budget | Year to Date Total | | | | |
| INDIGENT | 220 | | | | | | | | |
| REVENUES | | | | | | | | | |
| GRT - County Indigent | 220 | 1,659,000 | 0 | 1,659,000 | 10,069 | | | (1,648,931) | 0.61% |
| Miscellaneous | 220 | 51,000 | 0 | 51,000 | 1,819,781 | | | 1,768,781 | 3568.20% |
| TOTAL Revenues | | 1,710,000 | 0 | 1,710,000 | 1,829,850 | | | 119,850 | 107.01% |
| EXPENDITURES | 220 | 2,134,676 | 191,999 | 2,326,675 | 2,150,198 | 552 | | 175,925 | 92.42% |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 220 | 317,000 | 0 | 317,000 | 317,000 | | | 0 | 100.00% |
| Transfers (Out) | 200 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 317,000 | 0 | 317,000 | 317,000 | | | 0 | 100.00% |
| Excess (deficiency) of revenues over expenditures | 220 | | | | (3,348) | | | | |
| HOSPITAL | 221 | | | | | | | | |
| REVENUES | | | | | | | | | |
| GRT - Special/Local Hospital | 221 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| GRT - Hospital Emergency | 221 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| GRT - County Health Care | 221 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Miscellaneous | 221 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| EXPENDITURES | 221 | 0 | 0 | 0 | 0 | 0 | | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 221 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Transfers (Out) | 221 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 221 | | | | 0 | | | | |
| COUNTY FIRE PROTECTION | 222 | | | | | | | | |
| REVENUES | | | | | | | | | |
| GRT - Fire Excise Tax (1/4 or 1/8 cent) | 222 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Miscellaneous | 222 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| EXPENDITURES | 222 | 0 | 0 | 0 | 0 | 0 | | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 222 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Transfers (Out) | 222 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 222 | | | | 0 | | | | |
| DWI | 223 | | | | | | | | |
| REVENUES | | | | | | | | | |
| State - Formula Distribution (DFA) | 223 | 69,000 | 15,000 | 84,000 | 39,200 | | | (44,800) | 46.67% |
| State - Local Grant (DFA) | 223 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| State Other | 223 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Federal Grants | 223 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| Miscellaneous | 223 | 0 | 0 | 0 | 0 | | | 0 | n/a |
| TOTAL Revenues | | 69,000 | 15,000 | 84,000 | 39,200 | | | (44,800) | 46.67% |
| EXPENDITURES | 223 | 93,500 | 15,100 | 108,600 | 83,876 | 8,105 | | 16,619 | 77.23% |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 223 | 24,500 | 0 | 24,500 | 0 | | | (24,500) | 0.00% |
| Transfers (Out) | 223 | 0 | 0 | 0 | 0 | | | 0 | n/a |

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| SPECIAL REVENUES - RESOURCES | Fund | BUDGET | | | ACTUALS | Encumbrances (expenditure line only) | Budget Balance | Budget Variance % |
|---|------------|--------------------|----------------------------|--------------------|-----------------------|---|-------------------|----------------------|
| | | Approved Budget | Resolutions Adj. Budget | Adjusted Budget | Year to Date Total | | | |
| TOTAL - OTHER FINANCING SOURCES | | 24,500 | 0 | 24,500 | 0 | | (24,500) | 0.00% |
| Excess (deficiency) of revenues over expenditures | 223 | | | | (44,676) | | | |
| CLERKS RECORDING AND FILING FUND | 225 | | | | | | | |
| REVENUES | | | | | | | | |
| Clerk Equipment Fees | 225 | 21,000 | 0 | 21,000 | 186,318 | | 165,318 | 887.23% |
| Miscellaneous | 225 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL Revenues | | 21,000 | 0 | 21,000 | 186,318 | | 165,318 | 887.23% |
| EXPENDITURES | 225 | 28,550 | 0 | 28,550 | 15,128 | 692 | 12,729 | 52.99% |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 225 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Transfers (Out) | 225 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 225 | | | | 171,190 | | | |
| JAIL - DETENTION | 226 | | | | | | | |
| REVENUES | | | | | | | | |
| GRT - County Correctional Dedication | 226 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Care of Prisoners | 226 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Work Release | 226 | 0 | 0 | 0 | 0 | | 0 | n/a |
| State - Care of Prisoners | 226 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Federal - Care of Prisoners | 226 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Miscellaneous | 226 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | 0 | n/a |
| EXPENDITURES | 226 | 0 | 0 | 0 | 0 | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 226 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Transfers (Out) | 226 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | 226 | | | | 0 | | | |
| OTHER - SPECIAL | 299 | | | | | | | |
| REVENUES | 299 | 141,557 | 0 | 141,307 | 574,086 | | 432,779 | 406.27% |
| EXPENDITURES | 299 | 2,951,257 | 2,443,585 | 5,394,842 | 1,263,717 | 214,622 | 3,916,504 | 23.42% |
| TOTAL - OTHER FINANCING SOURCES | 299 | (1,660,500) | 90,786 | (1,521,381) | 87,833 | | 1,609,214 | (5.77%) |
| Excess (deficiency) of revenues over expenditures | 299 | | | | (601,798) | | | |

OTHER-MISC [FUND 299]

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| | BUDGET | | | | ACTUALS | | | |
|---|-----------------|-------------------------|-----------------|--|--------------------|--------------------------------------|----------------|-------------------|
| SPECIAL REVENUES | Approved Budget | Resolutions Adj. Budget | Adjusted Budget | | Year to Date Total | Encumbrances (expenditure line only) | Budget Balance | Budget Variance % |
| Economic Development Fund | | | | | | | | |
| REVENUES | 132,000 | 0 | 132,000 | | 252,608 | | 120,608 | 191.37% |
| EXPENDITURES | 2,924,500 | 2,034,142 | 4,958,642 | | 1,010,581 | 173,864 | 3,774,197 | 20.38% |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 0 | 0 | 48,333 | | 48,333 | | 0 | 100.00% |
| Transfers (Out) | (2,000,000) | 0 | (2,000,000) | | (600,000) | | 1,400,000 | 30.00% |
| TOTAL - OTHER FINANCING SOURCES | (2,000,000) | 0 | (1,951,667) | | (551,667) | | 1,400,000 | 28.27% |
| Excess (deficiency) of revenues over expenditures | | | | | (1,309,640) | | | |
| REVENUES | 0 | 0 | 0 | | 0 | | 0 | n/a |
| EXPENDITURES | 0 | 0 | 0 | | 0 | | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 0 | 0 | 0 | | 0 | | 0 | n/a |
| Transfers (Out) | 0 | 0 | 0 | | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | 0 | 0 | 0 | | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | | | | | 0 | | | |
| REVENUES | 0 | 0 | 0 | | 0 | | 0 | n/a |
| EXPENDITURES | 0 | 0 | 0 | | 0 | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 0 | 0 | 0 | | 0 | | 0 | n/a |
| Transfers (Out) | 0 | 0 | 0 | | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | 0 | 0 | 0 | | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | | | | | 0 | | | |
| REVENUES | 0 | 0 | 0 | | 0 | | 0 | n/a |
| EXPENDITURES | 0 | 0 | 0 | | 0 | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 0 | 0 | 0 | | 0 | | 0 | n/a |
| Transfers (Out) | 0 | 0 | 0 | | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | 0 | 0 | 0 | | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | | | | | 0 | | | |
| Bench Warrant | | | | | | | | |
| REVENUES | 5,557 | 0 | 5,557 | | 34,780 | | 29,223 | 625.88% |
| EXPENDITURES | 20,557 | 0 | 20,557 | | 25,899 | 0 | (5,342) | 125.99% |
| OTHER FINANCING SOURCES | | 0 | | | | | | |
| Transfers In | 15,000 | 0 | 15,000 | | 15,000 | | 0 | 100.00% |
| Transfers (Out) | 0 | 0 | 0 | | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | 15,000 | 0 | 15,000 | | 15,000 | | 0 | 100.00% |
| Excess (deficiency) of revenues over expenditures | | | | | 23,881 | | | |
| Community Service | | | | | | | | |
| REVENUES | 0 | 0 | 0 | | 731 | | 731 | n/a |
| EXPENDITURES | 0 | 0 | 0 | | 0 | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | 0 | | | | | | |
| Transfers In | 24,500 | 0 | 24,500 | | 24,500 | | 0 | 100.00% |
| Transfers (Out) | 0 | 0 | 0 | | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | 24,500 | 0 | 24,500 | | 24,500 | | 0 | 100.00% |
| Excess (deficiency) of revenues over expenditures | | | | | 25,231 | | | |
| Alternative Sentencing | | | | | | | | |
| REVENUES | 0 | 0 | 0 | | 0 | | 0 | n/a |
| EXPENDITURES | 0 | 0 | 0 | | 0 | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | 0 | | | | | | |
| Transfers In | 300,000 | 0 | 300,000 | | 0 | | (300,000) | 0.00% |
| Transfers (Out) | 0 | 0 | 0 | | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | 300,000 | 0 | 300,000 | | 0 | | (300,000) | 0.00% |

OTHER-MISC [FUND 299]

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| SPECIAL REVENUES | BUDGET | | | | ACTUALS | Encumbrances (expenditure line only) | Budget Balance | Budget Variance % |
|---|--------------------|----------------------------|--------------------|--|-----------------------|---|-------------------|----------------------|
| | Approved Budget | Resolutions Adj. Budget | Adjusted Budget | | Year to Date Total | | | |
| Excess (deficiency) of revenues over expenditures | | | | | 0 | | | |
| Aquatic Center Fund | | | | | | | | |
| REVENUES | 1,500 | 0 | 1,250 | | 4,376 | | 3,126 | 350.05% |
| EXPENDITURES | 3,000 | 0 | 3,000 | | 1,578 | 0 | 1,422 | 52.61% |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 0 | 0 | 0 | | 0 | | 0 | n/a |
| Transfers (Out) | 0 | 0 | 0 | | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | 0 | 0 | 0 | | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | | | | | 2,797 | | | |
| Library Gift Fund | | | | | | | | |
| REVENUES | 2,500 | 0 | 2,500 | | 118 | | (2,382) | 4.70% |
| EXPENDITURES | 3,200 | 0 | 3,200 | | 0 | 0 | 3,200 | 0.00% |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 0 | 0 | 0 | | 0 | | 0 | n/a |
| Transfers (Out) | 0 | 0 | 0 | | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | 0 | 0 | 0 | | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | | | | | 118 | | | |
| Forfeitures & Seizures | | | | | | | | |
| REVENUES | 0 | 0 | 0 | | 66,130 | | 66,130 | n/a |
| EXPENDITURES | 0 | 0 | 0 | | 0 | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 0 | 0 | 0 | | 0 | | 0 | n/a |
| Transfers (Out) | 0 | 0 | 0 | | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | 0 | 0 | 0 | | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | | | | | 66,130 | | | |
| Emergency Declarations Fund | | | | | | | | |
| REVENUES | 0 | 0 | 0 | | 215,344 | | 215,344 | n/a |
| EXPENDITURES | 0 | 409,443 | 409,443 | | 225,659 | 40,758 | 143,027 | 55.11% |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 0 | 90,786 | 90,786 | | 600,000 | | 509,214 | 660.89% |
| Transfers (Out) | 0 | 0 | 0 | | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | 0 | 90,786 | 90,786 | | 600,000 | | 509,214 | 660.89% |
| Excess (deficiency) of revenues over expenditures | | | | | 589,685 | | | |

OTHER-MISC [FUND 299]

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| SPECIAL REVENUES | BUDGET | | | | ACTUALS | | Encumbrances (expenditure line only) | Budget Balance | Budget Variance % |
|---|--------------------|----------------------------|--------------------|--|-----------------------|--|---|-------------------|----------------------|
| | Approved Budget | Resolutions Adj. Budget | Adjusted Budget | | Year to Date Total | | | | |
| (enter fund name here) | | | | | | | | | |
| REVENUES | 0 | 0 | 0 | | 0 | | | 0 | n/a |
| EXPENDITURES | 0 | 0 | 0 | | 0 | | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 0 | 0 | 0 | | 0 | | | 0 | n/a |
| Transfers (Out) | 0 | 0 | 0 | | 0 | | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | 0 | 0 | 0 | | 0 | | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | | | | | 0 | | | | |
| (enter fund name here) | | | | | | | | | |
| REVENUES | 0 | 0 | 0 | | 0 | | | 0 | n/a |
| EXPENDITURES | 0 | 0 | 0 | | 0 | | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 0 | 0 | 0 | | 0 | | | 0 | n/a |
| Transfers (Out) | 0 | 0 | 0 | | 0 | | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | 0 | 0 | 0 | | 0 | | | 0 | n/a |
| Excess (deficiency) of revenues over expenditures | | | | | 0 | | | | |
| FUND 299 SUMMARY | | | | | | | | | |
| Revenue - TOTAL | \$141,557 | \$0 | \$141,307 | | \$574,086 | | | 432,779 | 406.27% |
| Expenditures - TOTAL | \$2,951,257 | \$2,443,585 | \$5,394,842 | | \$1,263,717 | | \$214,622 | 3,916,504 | 23.42% |
| TOTAL - OTHER FINANCING SOURCES | (\$1,660,500) | \$90,786 | (\$1,521,381) | | \$87,833 | | | \$1,609,214 | (5.77%) |

ROAD FUND - COUNTY

COUNTY: Incorporated County of Los Alamos

Period Ending 06/30/2018

| COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES | BUDGETED AMOUNTS | | | ACTUALS Y-T-D | ENCUMBRANCES Y-T-D | Variance With Adjusted Budget | |
|---|--------------------|--------|--------------------|------------------|-----------------------|-------------------------------|-------|
| | Approved Budget | Budget | Adjusted Budget | | | Positive (Negative) | |
| | | | | | | \$ | % |
| REVENUES | | | | | | | |
| Taxes: | | | | | | | |
| Gross receipts County | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Gross Receipts - Infrastructure | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Gross Receipts - Other Dedication | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Intergovernmental-State Shared | | | | | | | |
| Gas Tax | \$330,000 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Motor Vehicle Registration | \$250,000 | \$0 | \$0 | \$448,342 | | \$448,342 | n/a |
| Grants - Federal | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - State | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - Local | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Federal - Bankhead Jones | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Federal - Forest Reserve | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Legislative Appropriations | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Interest Income | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Investment Income | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Miscellaneous | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL ROAD FUND REVENUES | \$580,000 | \$0 | \$0 | \$448,342 | | \$448,342 | n/a |
| EXPENDITURES | | | | | | | |
| Current: | | | | | | | |
| General Government | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Public Works | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Capital Outlay | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Debt Service: | | | | | | | |
| Principal | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Interest | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| TOTAL ROAD FUND EXPENDITURES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Transfers (Out) | (\$483,334) | \$0 | (\$483,334) | \$0 | | \$483,334 | 0.00% |
| TOTAL - OTHER FINANCING SOURCES | (\$483,334) | \$0 | (\$483,334) | \$0 | | \$483,334 | 0.00% |
| | | | | | | | |
| Excess (deficiency) of revenues over expenditures | | | | \$448,342 | | | |

DEBT SERVICE

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES | BUDGETED AMOUNTS | | | ACTUALS Y-T-D | ENCUMBRANCES Y-T-D | Variance With Adjusted Budget | |
|---|--------------------|--------|--------------------|------------------|-----------------------|-------------------------------|---------|
| | Approved Budget | Budget | Adjusted Budget | | | Positive (Negative) | |
| | | | | | | \$ | % |
| GENERAL OBLIGATION BONDS [FUND 401] | | | | | | | |
| REVENUES: | | | | | | | |
| General Obligation - (Property tax) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Investment Income | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Other - Misc | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL REVENUES | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| EXPENDITURES | | | | | | | |
| General Obligation - Principal | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| General Obligation - Interest | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Other Costs (Fiscal Agent Fees/Other Fees/Misc) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| TOTAL EXPENDITURES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Transfers (Out) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| | | | | | | | |
| Excess (deficiency) of revenues over expenditures [401] | | | | \$0 | | | |
| REVENUE BONDS [FUND 402] ORD 529 | | | | | | | |
| REVENUES: | | | | | | | |
| Bond Proceeds | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Revenue Bonds - GRT | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Investment Income | \$7,000 | \$0 | \$7,000 | \$33,788 | | (\$26,788) | 482.69% |
| Revenue Bonds - Other | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| REVENUE BOND REVENUE - TOTAL | \$7,000 | \$0 | \$7,000 | \$33,788 | | (\$26,788) | 482.69% |
| EXPENDITURES | | | | | | | |
| Revenue Bonds - Principal | \$4,395,000 | \$0 | \$4,074,588 | \$4,074,588 | - | \$0 | 100.00% |
| Revenue Bonds - Interest | \$1,873,597 | \$0 | \$2,194,009 | \$2,194,009 | - | \$0 | 100.00% |
| Other Revenue Bond Payments | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Other Costs (Fiscal Agent Fees/Other Fees/Misc) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| TOTAL DEBT SERVICE FUND EXPENDITURES | \$6,268,597 | \$0 | \$6,268,597 | \$6,268,596 | \$0 | \$1 | 100.00% |
| OTHER FINANCING SOURCES | | | | | | | |

DEBT SERVICE

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES | BUDGETED AMOUNTS | | | ACTUALS Y-T-D | ENCUMBRANCES Y-T-D | Variance With Adjusted Budget | |
|---|--------------------|--------|--------------------|------------------|-----------------------|-------------------------------|---------|
| | Approved Budget | Budget | Adjusted Budget | | | Positive (Negative) | |
| | | | | | | \$ | % |
| Transfers In | \$6,268,597 | \$0 | \$6,268,597 | \$6,268,596 | | (\$1) | 100.00% |
| Transfers (Out) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | \$6,268,597 | \$0 | \$6,268,597 | \$6,268,596 | | (\$1) | 100.00% |
| | | | | | | | |
| Excess (deficiency) of revenues over expenditures [402] | | | | \$33,788 | | | |
| | | | | | | | |
| OTHER DEBT SERVICE [FUND 403] | | | | | | | |
| STATE LOAN FUND | | | | | | | |
| REVENUES: | | | | | | | |
| Investment Income | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Loan Revenue | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| OTHER DEBT SERVICE REVENUE - TOTAL | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| | | | | | | | |
| EXPENDITURES | | | | | | | |
| NMFA Loan Payments | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Board of Finance Loan Payments | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Other Debt Service - Misc | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| TOTAL DEBT SERVICE FUND EXPENDITURES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| | | | | | | | |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Transfers (Out) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| | | | | | | | |
| Excess (deficiency) of revenues over expenditures [403] | | | | \$0 | | | |
| | | | | | | | |

ENTERPRISE FUNDS

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES | BUDGETED AMOUNTS | | | ACTUALS Y-T-D | ENCUMBRANCES Y-T-D | Variance With Adjusted Budget | |
|---|--------------------|-----------------------|--------------------|------------------|-----------------------|-------------------------------|----------|
| | Approved Budget | Budget Adjustments | Adjusted Budget | | | Positive (Negative) | |
| | | | | | | \$ | % |
| REVENUES | | | | | | | |
| Utilities Fund | | | | | | | |
| Charges for Services | \$65,684,002 | \$396,450 | \$66,080,452 | \$0 | | (\$66,080,452) | 0.00% |
| Interest on Investments | \$348,479 | \$0 | \$348,479 | \$0 | | (\$348,479) | 0.00% |
| Gross Receipts - dedicated | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - Federal | \$1,271,000 | \$57,470,679 | \$58,741,679 | \$57,496,161 | | (\$1,245,518) | 97.88% |
| Grants - State | \$0 | \$484,560 | \$484,560 | \$0 | | (\$484,560) | 0.00% |
| Legislative Appropriation | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Other | \$2,545,952 | (\$218,874) | \$2,327,078 | \$0 | | (\$2,327,078) | 0.00% |
| TOTAL REVENUES - Water Fund | \$69,849,433 | \$58,132,815 | \$127,982,248 | \$57,496,161 | | (\$70,486,087) | 44.93% |
| EXPENDITURES | | | | | | | |
| Utilities Fund | \$71,462,741 | \$12,017,244 | \$83,479,985 | \$68,557,123 | \$2,353,657 | \$12,569,205 | 82.12% |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$2,000,000 | \$2,500,000 | \$4,500,000 | \$2,500,000 | | (\$2,000,000) | 55.56% |
| Transfers (Out) | (\$913,140) | (\$2,506,846) | (\$3,419,986) | (\$3,281,421) | | \$138,565 | 95.95% |
| TOTAL - OTHER FINANCING SOURCES | \$1,086,860 | (\$6,846) | \$1,080,014 | (\$781,421) | | (\$1,861,435) | (72.35%) |
| | | | | | | | |
| Excess (deficiency) of revenues over expenditures | | | | (\$11,842,383) | | | |
| REVENUES | | | | | | | |
| Environmental Services | | | | | | | |
| Charges for Services | \$3,508,400 | \$82,000 | \$3,590,400 | \$910,542 | | (\$2,679,858) | 25.36% |
| Interest on Investments | \$43,000 | \$3,000 | \$46,000 | \$53,052 | | \$7,052 | 115.33% |
| Gross Receipts - dedicated | \$834,000 | \$0 | \$834,000 | \$0 | | (\$834,000) | 0.00% |
| Grants - Federal | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - State | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Legislative Appropriation | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Other | \$100,000 | \$50,000 | \$150,000 | \$3,293,511 | | \$3,143,511 | 2195.67% |
| TOTAL REVENUES - Solid Waste Fund | \$4,485,400 | \$135,000 | \$4,620,400 | \$4,257,105 | | (\$363,295) | 92.14% |
| EXPENDITURES | | | | | | | |
| Environmental Services | \$5,233,588 | \$524,755 | \$5,758,343 | \$5,044,558 | \$310,324 | \$403,461 | 87.60% |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Transfers (Out) | (\$300,000) | \$0 | (\$300,000) | \$0 | | \$300,000 | 0.00% |
| TOTAL - OTHER FINANCING SOURCES | (\$300,000) | \$0 | (\$300,000) | \$0 | | \$300,000 | 0.00% |
| | | | | | | | |
| Excess (deficiency) of revenues over expenditures | | | | (\$787,453) | | | |
| | | | | | | | |

ENTERPRISE FUNDS

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES | BUDGETED AMOUNTS | | | ACTUALS Y-T-D | ENCUMBRANCES Y-T-D | Variance With Adjusted Budget | |
|---|--------------------|-----------------------|--------------------|------------------|-----------------------|-------------------------------|---------|
| | Approved Budget | Budget Adjustments | Adjusted Budget | | | Positive (Negative) | |
| | | | | | | \$ | % |
| REVENUES | | | | | | | |
| Airport | | | | | | | |
| Charges for Services | \$125,300 | \$0 | \$125,300 | \$33,100 | | (\$92,200) | 26.42% |
| Interest on Investments | \$15,000 | \$0 | \$15,000 | \$47,692 | | \$32,692 | 317.94% |
| Gross Receipts - dedicated | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - Federal | \$536,000 | \$0 | \$536,000 | \$0 | | (\$536,000) | 0.00% |
| Grants - State | \$73,000 | \$0 | \$73,000 | \$53,384 | | (\$19,616) | 73.13% |
| Legislative Appropriation | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Other | \$0 | \$0 | \$0 | \$5,273 | | \$5,273 | n/a |
| TOTAL REVENUES - Airport Fund | \$749,300 | \$0 | \$749,300 | \$139,449 | | (\$609,851) | 18.61% |
| EXPENDITURES | | | | | | | |
| Airport | \$1,144,425 | \$410,178 | \$1,554,603 | \$620,544 | \$25,565 | \$908,494 | 39.92% |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$260,000 | \$0 | \$260,000 | \$200,000 | | (\$60,000) | 76.92% |
| Transfers (Out) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | \$260,000 | \$0 | \$260,000 | \$200,000 | | (\$60,000) | 76.92% |
| | | | | | | | |
| Excess (deficiency) of revenues over expenditures | | | | (\$281,095) | | | |
| REVENUES | | | | | | | |
| Ambulance | | | | | | | |
| Charges for Services | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Interest on Investments | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Gross Receipts - dedicated | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - Federal | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - State | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Legislative Appropriation | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Other | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL REVENUES - Ambulance Fund | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| EXPENDITURES | | | | | | | |
| Ambulance | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Transfers (Out) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| | | | | | | | |
| Excess (deficiency) of revenues over expenditures | | | | \$0 | | | |

ENTERPRISE FUNDS

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES | BUDGETED AMOUNTS | | | ACTUALS Y-T-D | ENCUMBRANCES Y-T-D | Variance With Adjusted Budget | |
|---|--------------------|-----------------------|--------------------|------------------|-----------------------|-------------------------------|-----|
| | Approved Budget | Budget Adjustments | Adjusted Budget | | | Positive (Negative) | |
| | | | | | | \$ | % |
| REVENUES | | | | | | | |
| Cemetery | | | | | | | |
| Charges for Services | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Interest on Investments | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Gross Receipts - dedicated | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - Federal | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - State | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Legislative Appropriation | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Other | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL REVENUES - Cemetery Fund | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| EXPENDITURES | | | | | | | |
| Cemetery | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Transfers (Out) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Excess (deficiency) of revenues over expenditures | | | | \$0 | | | |
| REVENUES | | | | | | | |
| Housing | | | | | | | |
| Charges for Services | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Interest on Investments | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Gross Receipts - dedicated | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - Federal | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - State | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Legislative Appropriation | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Other | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL REVENUES - Housing Fund | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| EXPENDITURES | | | | | | | |
| Housing | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Transfers (Out) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Excess (deficiency) of revenues over expenditures | | | | \$0 | | | |

ENTERPRISE FUNDS

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES | BUDGETED AMOUNTS | | | ACTUALS Y-T-D | ENCUMBRANCES Y-T-D | Variance With Adjusted Budget | |
|---|--------------------|-----------------------|--------------------|------------------|-----------------------|-------------------------------|---------|
| | Approved Budget | Budget Adjustments | Adjusted Budget | | | Positive (Negative) | |
| | | | | | | \$ | % |
| REVENUES | | | | | | | |
| Transit | | | | | | | |
| Charges for Services | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Interest on Investments | \$46,000 | \$0 | \$46,000 | \$0 | | (\$46,000) | 0.00% |
| Gross Receipts - dedicated | \$0 | \$1,419,000 | \$1,419,000 | \$0 | | (\$1,419,000) | 0.00% |
| Grants - Federal | \$2,237,618 | \$174,976 | \$2,412,594 | \$92,336 | | (\$2,320,258) | 3.83% |
| Grants - State | \$0 | \$0 | \$0 | \$1,781,117 | | \$1,781,117 | n/a |
| Legislative Appropriation | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Other | \$1,593,976 | (\$1,593,976) | \$0 | \$0 | | \$0 | n/a |
| TOTAL REVENUES - Transit Fund | \$3,877,594 | \$0 | \$3,877,594 | \$1,873,453 | | (\$2,004,141) | 48.31% |
| EXPENDITURES | | | | | | | |
| Transit Fund | \$4,567,427 | \$583,263 | \$5,150,690 | \$4,269,115 | \$133,278 | \$748,297 | 82.88% |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$800,000 | \$0 | \$800,000 | \$800,000 | | \$0 | 100.00% |
| Transfers (Out) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | \$800,000 | \$0 | \$800,000 | \$800,000 | | \$0 | 100.00% |
| Excess (deficiency) of revenues over expenditures | | | | (\$1,595,662) | | | |
| REVENUES | | | | | | | |
| Fire | | | | | | | |
| Charges for Services | \$400,000 | \$0 | \$400,000 | \$1,812,059 | | \$1,412,059 | 453.01% |
| Interest on Investments | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Gross Receipts - dedicated | \$1,659,000 | \$0 | \$1,659,000 | \$0 | | (\$1,659,000) | 0.00% |
| Grants - Federal | \$19,034,976 | \$0 | \$19,034,976 | \$0 | | (\$19,034,976) | 0.00% |
| Grants - State | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Legislative Appropriation | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Other | \$5,207,149 | \$0 | \$5,207,149 | \$24,642,326 | | \$19,435,177 | 473.24% |
| TOTAL REVENUES - Other Enterprise Fund | \$26,301,125 | \$0 | \$26,301,125 | \$26,454,386 | | \$153,261 | 100.58% |
| EXPENDITURES | | | | | | | |
| Fire | \$24,642,125 | \$321,159 | \$24,963,284 | \$23,296,156 | \$251,927 | \$1,415,201 | 93.32% |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Transfers (Out) | (\$1,700,000) | \$0 | (\$1,700,000) | \$0 | | \$1,700,000 | 0.00% |
| TOTAL - OTHER FINANCING SOURCES | (\$1,700,000) | \$0 | (\$1,700,000) | \$0 | | \$1,700,000 | 0.00% |
| Excess (deficiency) of revenues over expenditures | | | | \$3,158,230 | | | |

INTERNAL SERVICE / TRUST AGENCY FUNDS

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES | BUDGETED AMOUNTS | | | ACTUALS Y-T-D | ENCUMBRANCES Y-T-D | Variance With Adjusted Budget Positive (Negative) | |
|---|---------------------|-----------------------|---------------------|---------------------|-----------------------|--|----------------|
| | Approved Budget | Budget Adjustments | Adjusted Budget | | | \$ | % |
| INTERNAL SERVICE FUNDS [600] | | | | | | | |
| REVENUES | | | | | | | |
| Charges for Services | \$14,386,430 | \$0 | \$14,386,430 | \$11,205,424 | | (\$3,181,006) | 77.89% |
| Interest on Investments | \$330,000 | \$0 | \$330,000 | \$4,296,018 | | \$3,966,018 | 1301.82% |
| Miscellaneous revenues | \$242,000 | \$0 | \$242,000 | \$159,241 | | (\$82,759) | 65.80% |
| TOTAL REVENUES | \$14,958,430 | \$0 | \$14,958,430 | \$15,660,682 | | \$702,252 | 104.69% |
| EXPENDITURES | | | | | | | |
| Operating Expenditures | \$13,632,351 | \$0 | \$13,632,351 | \$13,884,236 | \$1,185,926 | (\$1,437,812) | 101.85% |
| Miscellaneous | \$1,552,799 | \$0 | \$1,552,799 | \$0 | \$0 | \$1,552,799 | 0.00% |
| TOTAL EXPENDITURES | \$15,185,150 | \$0 | \$15,185,150 | \$13,884,236 | \$1,185,926 | \$114,987 | n/a |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$300,000 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Transfers (Out) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | \$300,000 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Excess (deficiency) of revenues over expenditures | | | | \$1,776,446 | | | |
| TRUST AND AGENCY FUNDS [700] | | | | | | | |
| REVENUES | | | | | | | |
| Investments | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Interest on Investments | \$0 | \$0 | \$0 | \$3,870 | | \$3,870 | n/a |
| Tax Revenues | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Miscellaneous revenues | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL REVENUES | \$0 | \$0 | \$0 | \$3,870 | | \$3,870 | n/a |
| EXPENDITURES | | | | | | | |
| General Government/Benefits | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Capital Outlay | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Debt Service | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Miscellaneous | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| TOTAL EXPENDITURES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Transfers (Out) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Excess (deficiency) of revenues over expenditures | | | | \$3,870 | | | |

CAPITAL PROJECTS

COUNTY: Incorporated County of Los Alamos
Period Ending 06/30/2018

| COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES | BUDGETED AMOUNTS | | | ACTUALS Y-T-D | ENCUMBRANCES Y-T-D | Variance With Adjusted Budget | |
|---|--------------------|----------------------------|--------------------|------------------|-----------------------|-------------------------------|--------|
| | Approved Budget | Resolutions Adj. Budget | Adjusted Budget | | | Positive (Negative) | |
| | | | | | | \$ | % |
| REVENUES | | | | | | | |
| GRT- Dedication | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| GRT- Infrastructure | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| GRT- Hold Harmless | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Bond Proceeds | \$20,000,000 | \$20,000,000 | \$0 | \$0 | | \$0 | n/a |
| State Grants | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| CDBG funding | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| State Grants | \$179,300 | \$0 | \$179,300 | \$17,127 | | (\$162,173) | 9.55% |
| Federal Grants (other) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Legislative Appropriations | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Investment Income | \$1,840,000 | \$0 | \$1,840,000 | \$605,243 | | (\$1,234,757) | 32.89% |
| Miscellaneous | \$2,493,750 | \$0 | \$2,493,750 | \$182,877 | | (\$2,310,873) | 7.33% |
| TOTAL CAPITAL PROJECTS REVENUES | \$24,513,050 | \$20,000,000 | \$4,513,050 | \$805,247 | | (\$3,707,803) | 17.84% |
| EXPENDITURES | | | | | | | |
| Parks/Recreation | \$9,055,000 | (\$8,560,948) | \$494,052 | \$31,146 | \$0 | \$462,906 | 6.30% |
| Housing | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Equipment & Buildings | \$0 | \$908,534 | \$908,534 | \$391,305 | \$0 | \$517,229 | 43.07% |
| Facilities | \$0 | \$384,588 | \$384,588 | \$117,973 | \$0 | \$266,615 | 30.68% |
| Transit | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Utilities | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Airports | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Infrastructure | \$5,045,000 | \$3,812,655 | \$8,857,655 | \$3,468,898 | \$0 | \$5,388,757 | 39.16% |
| Debt Service Payments (P&I) - GO Bonds | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Debt Service Payments (P&I) - Revenue Bonds | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Other | \$350,000 | \$15,400,774 | \$15,750,774 | \$3,379,751 | \$0 | \$12,371,023 | 21.46% |
| TOTAL CAPITAL PROJECTS EXPENDITURES | \$14,450,000 | \$11,945,603 | \$26,395,603 | \$7,389,073 | \$0 | \$19,006,530 | 27.99% |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$3,028,700 | \$139,437 | \$3,168,137 | \$1,256,000 | | (\$1,912,137) | 39.64% |
| Transfers (Out) | (\$1,256,000) | (\$1,052,080) | (\$2,308,080) | (\$1,256,000) | | \$1,052,080 | 54.42% |
| TOTAL - OTHER FINANCING SOURCES | \$1,772,700 | (\$912,643) | \$860,057 | \$0 | | (\$860,057) | 0.00% |
| | | | | | | | |
| Excess (deficiency) of revenues over expenditures | | | | (\$6,583,826) | | | |

| DEPARTMENT OF FINANCE AND ADMINISTRATION LOCAL GOVERNMENT DIVISION MUNICIPAL PERIODIC REPORT | | | | Entity Name: <u>Los Alamos County</u> | | |
|--|-------------|-----------------|---------------|--|--------------|--------------|
| | | | | Period Reporting mm/dd/yy: <u>06-30-2018</u> | | |
| Schedule of Investments: | | | | | | |
| Type of Investment | Fund Number | Investment Date | Maturity Date | Source (Bank or Fiscal Agent) | Book Value | Market Value |
| CASH EQUIVALENTS | 101 | | | Los Alamos National Bank | \$8,214 | \$8,214 |
| CASH EQUIVALENTS | 101 | | | Los Alamos National Bank | \$4,792 | \$4,792 |
| Mutual Funds | 101 | | | State Investment Council | \$912,220 | \$912,220 |
| Certificate of Deposit | 299 | 11/21/2012 | 11/21/2013 | Los Alamos National Bank | \$7,300 | \$7,300 |
| Certificate of Deposit | 299 | 8/24/2012 | 8/24/2013 | Los Alamos National Bank | \$5,000 | \$5,000 |
| Certificate of Deposit | 700 | 8/24/2012 | 8/24/2013 | Los Alamos National Bank | \$9,670 | \$9,670 |
| Certificate of Deposit | 700 | 8/24/2012 | 8/24/2013 | Los Alamos National Bank | \$7,030 | \$7,030 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Restricted Savings | 500 | | | Los Alamos National Bank | \$358,133 | \$358,133 |
| Restricted Savings | 500 | | | Bank of Albuquerque | \$507,841 | \$507,841 |
| | | | | | | |
| | | | | | | |
| Restricted Savings | 500 | 8/25/2010 | | Los Alamos National Bank | \$0 | \$0 |
| Restricted Savings | 500 | 8/25/2010 | | Los Alamos National Bank | \$0 | \$0 |
| Restricted Savings | 500 | 8/25/2010 | | Los Alamos National Bank | \$0 | \$0 |
| Restricted Savings | 500 | 8/25/2010 | | Los Alamos National Bank | \$0 | \$0 |
| CASH EQUIVALENTS | 500 | | | Bank of Albuquerque | \$4,380,305 | \$4,380,305 |
| BOND PROCEEDS | 500 | | | Bank of Albuquerque | \$1,533,423 | \$1,533,423 |
| BOND PROCEEDS | 500 | | | Bank of Albuquerque | \$4,928,996 | \$4,928,996 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$0 | \$0 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$0 | \$0 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$0 | \$0 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$0 | \$0 |
| REPURCHASE AGREEMENT | 500 | 7/8/2004 | 7/1/2024 | Wells Fargo Bank | \$0 | \$0 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$48,188 | \$48,188 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$364,742 | \$364,742 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$7,030 | \$7,030 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$147,920 | \$147,920 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$18,514 | \$18,514 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$354,623 | \$354,623 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$30,236 | \$30,236 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$393,651 | \$393,651 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$80,329 | \$80,329 |
| CASH EQUIVALENTS | 500 | | | Wells Fargo Bank | \$141,962 | \$141,962 |
| CASH EQUIVALENTS | 600 | | | Los Alamos National Bank | \$8,776 | \$8,776 |
| 2008 Revenue Bond Debt Service | 402 | | | Los Alamos National Bank | \$556,012 | \$556,012 |
| Mutual Funds | 300 | | | State Investment Council | \$25,285,694 | \$25,285,694 |
| BOND PROCEEDS | 500 | | | NMFA/ BK OF AMERICA | | |
| RESTRICTED ASSETS | 500 | | | Pooled Cash | \$13,461,475 | \$13,461,475 |
| GRAND TOTAL | | | | | \$53,562,076 | \$53,562,076 |

INCORPORATED COUNTY OF LOS ALAMOS

Governmental Funds

Balance Sheet (UNAUDITED)

June 30, 2018

| SPECIAL REVENUE | | | | | | | | | | | | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | TOTAL GOVERNMENTAL FUND TYPES |
|--|-------------------------|--------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------------------------|---------------------------------------|------------------------------------|----------------------------------|------------|--------------|------------------|-----------|-------------------------------------|
| GENERAL | STATE SHARED REVENUE | LODGERS' TAX | STATE AND OTHER GRANTS | INDIGENT HEALTH CARE | ECONOMIC DEVELOPMENT | OTHER SPECIAL REVENUE | EMERGENCY DECALARATION S FUND | GROSS RECEIPTS TAX REVENUE BOND | CAPITAL IMPROVEMENT PROJECTS | CAPITAL PROJECTS PERMANENT | | | | | |
| ASSETS | | | | | | | | | | | | | | | |
| Cash | \$ 13,109,743 | 625,923 | 345,935 | 72,610 | 58,652 | 6,469,235 | 745,861 | 1 | 16,153 | 19,484,194 | 29,634,850 | 70,563,157 | | | |
| Investments | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Receivables | 14,057,628 | 124,387 | 28,567 | 0 | 557,303 | 161,094 | 17 | 0 | 0 | 0 | 0 | 14,928,996 | | | |
| Inventories/Prepayments | 645,645 | 0 | 0 | 0 | 15,450 | 0 | 0 | 0 | 0 | 0 | 0 | 661,095 | | | |
| Cash/Investments Restricted | 912,220 | 0 | 0 | 0 | 0 | 0 | 12,300 | 0 | 556,012 | 0 | 0 | 1,480,532 | | | |
| Asset Held for Resale | 0 | 0 | 0 | 0 | 0 | 597,402 | 0 | 0 | 0 | 0 | 0 | 597,402 | | | |
| Deferred Charges | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Long-term Assets | 146,799 | 0 | 0 | 0 | 0 | 359,852 | 0 | 0 | 0 | 0 | 0 | 506,651 | | | |
| TOTAL ASSETS | \$ 28,872,035 | 750,310 | 374,502 | 72,610 | 631,405 | 7,587,583 | 758,178 | 1 | 572,165 | 19,484,194 | 29,634,850 | 88,737,833 | | | |
| | | | | | | | | | | | | | | | |
| LIABILITIES | | | | | | | | | | | | | | | |
| Current Liabilities | \$ 497,226 | 0 | 1,735 | 17,926 | 0 | 3,797 | 9,678 | 0 | 0 | 206,822 | 0 | 737,184 | | | |
| Salaries/Benefits Payable | 3,877,071 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 55,249 | 0 | 3,932,320 | | | |
| Other Current Liabilities | 154,467 | 0 | 0 | 2,712 | 0 | 125,000 | 0 | 677,890 | 0 | 0 | 0 | 960,069 | | | |
| Current Portion of LT Debt / Deferred Revenues | 87,380 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 87,380 | | | |
| Liabilities Payable from Restricted | 45,178 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 45,178 | | | |
| Long-term Liabilities | 0 | 0 | 0 | 0 | 0 | 395,946 | 0 | 0 | 0 | 0 | 0 | 395,946 | | | |
| Contrib Cap/Invest in FA | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Retained Earnings | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| TOTAL LIABILITIES | 4,661,322 | 0 | 1,735 | 20,638 | 0 | 524,743 | 9,678 | 677,890 | 0 | 262,071 | 0 | 6,158,077 | | | |
| | | | | | | | | | | | | | | | |
| FUND BALANCE | | | | | | | | | | | | | | | |
| Beginning Fund Balance | 17,876,263 | 98,278 | 246,835 | 467,111 | 592,990 | 8,135,854 | 711,964 | (701,362) | 555,038 | 24,550,135 | 28,173,144 | 80,706,250 | | | |
| Current Year Surplus (Deficit) | 6,334,450 | 652,032 | 125,932 | (415,139) | 38,415 | (1,073,014) | 36,536 | 23,473 | 17,127 | (5,328,012) | 1,461,706 | 1,873,506 | | | |
| TOTAL FUND BALANCE | 24,210,713 | 750,310 | 372,767 | 51,972 | 631,405 | 7,062,840 | 748,500 | (677,889) | 572,165 | 19,222,123 | 29,634,850 | 82,579,756 | | | |
| TOTAL LIABILITIES AND FUND BALANCE | \$ 28,872,035 | 750,310 | 374,502 | 72,610 | 631,405 | 7,587,583 | 758,178 | 1 | 572,165 | 19,484,194 | 29,634,850 | 88,737,833 | | | |

INCORPORATED COUNTY OF LOS ALAMOS

Statement of Revenues, Expenditures, and Changes in Fund Balance (UNAUDITED)

Year Ended June 30, 2018

| | SPECIAL REVENUE | | | | | | | | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | TOTAL GOVERNMENTAL FUND TYPES |
|--|----------------------|-------------------------|----------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------------------------|---------------------------------------|------------------------------------|----------------------------------|-------------------------------------|
| | GENERAL | STATE SHARED REVENUE | LODGERS' TAX | STATE AND OTHER GRANTS | INDIGENT HEALTH CARE | ECONOMIC DEVELOPMENT | OTHER SPECIAL REVENUE | EMERGENCY DECALARATION S FUND | GROSS RECEIPTS TAX REVENUE BOND | CAPITAL IMPROVEMENT PROJECTS | CAPITAL PROJECTS PERMANENT | |
| REVENUES | | | | | | | | | | | | |
| Taxes | \$ 33,624,033 | 0 | 297,647 | 0 | 1,812,059 | 0 | 0 | 0 | 0 | 0 | 0 | 35,733,739 |
| Licenses and Permits | 292,869 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 292,869 |
| Intergovernmental - Federal | 521,968 | 0 | 0 | 0 | 0 | 0 | 0 | 214,563 | 0 | 66,345 | 0 | 802,876 |
| Intergovernmental - State | 18,803,279 | 603,699 | 0 | 584,033 | 0 | 5,000 | 0 | 34,569 | 0 | 182,877 | 0 | 20,213,457 |
| Fines and Forfeits | 187,610 | 0 | 0 | 0 | 0 | 0 | 3,300 | 0 | 0 | 0 | 0 | 190,910 |
| Charges for Services - Gen Gov't | 313,613 | 0 | 0 | 0 | 0 | 0 | 221,098 | 0 | 0 | 0 | 0 | 534,711 |
| Charges for Services - Public Safety | 30,873 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30,873 |
| Utility Operating Revenue | 775 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 775 |
| Charges for Services - Environmental | 70,075 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 70,075 |
| Charges for Services - Transportation | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Charges for Services - Health | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Charges for Services - Culture and Recreation | 637,539 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 637,539 |
| Interdepartmental Charges | 7,039,996 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7,039,996 |
| Internal Service Funds - Charges for Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Internal Service Funds - Insurance Contributions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Interfund Revenue | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Investment Income | 1,050,071 | 0 | 9,127 | 4,353 | 7,722 | 200,787 | 1,193 | 0 | 17,127 | 0 | 2,717,706 | 4,008,086 |
| Rentals | 694,470 | 0 | 0 | 0 | 51,832 | 31,908 | 0 | 0 | 0 | 0 | 0 | 778,210 |
| Insurance Forfeitures | (92,583) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (92,583) |
| Pension Plan Contributions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Internal Service Funds - External Sources | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Donations | 54,279 | 0 | 0 | 0 | 0 | 0 | 731 | 0 | 0 | 9,500 | 0 | 64,510 |
| Loan Repayment | 0 | 0 | 0 | 0 | 0 | 24,872 | 0 | 0 | 0 | 0 | 0 | 24,872 |
| Miscellaneous Revenue | 48,543 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 48,543 |
| TOTAL REVENUES | 63,277,410 | 603,699 | 306,774 | 588,386 | 1,871,613 | 262,567 | 226,322 | 249,132 | 17,127 | 258,722 | 2,717,706 | 70,379,458 |
| EXPENDITURES | | | | | | | | | | | | |
| County Council | 405,200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 405,200 |
| Municipal Court | 466,730 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 466,730 |
| County Administrator | 3,320,828 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3,320,828 |
| County Assessor | 426,085 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 426,085 |
| County Attorney | 644,682 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 644,682 |
| County Clerk | 521,184 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 521,184 |
| County Sheriff | 16,512 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16,512 |
| Administrative Services | 7,204,203 | 0 | 0 | 0 | 2,150,198 | 0 | 204,504 | 225,659 | 6,268,596 | 21,208 | 0 | 16,074,368 |
| Fire Department | 4,887,192 | 0 | 0 | 1,028,025 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5,915,217 |
| Community Services | 10,344,256 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10,344,256 |
| Police | 8,569,618 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8,569,618 |
| Public Works | 9,449,793 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9,449,793 |
| Community and Economic Development | 1,780,181 | 0 | 180,842 | 0 | 0 | 629,857 | 0 | 0 | 0 | 0 | 0 | 2,590,880 |
| Capital Projects | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7,367,865 | 0 | 7,367,865 |
| EXCESS REVENUES OVER (UNDER) EXPENDITURES | 48,036,464 | 0 | 180,842 | 1,028,025 | 2,150,198 | 629,857 | 204,504 | 225,659 | 6,268,596 | 7,389,073 | 0 | 66,113,218 |
| OTHER FINANCING SOURCES (USES) | | | | | | | | | | | | |
| Transfers in | 781,421 | 48,333 | 0 | 24,500 | 317,000 | 600,000 | 15,000 | 0 | 6,268,596 | 1,256,000 | 0 | 9,310,850 |
| Transfers out | (7,673,429) | 0 | 0 | 0 | 0 | (600,000) | 0 | 0 | 0 | 0 | (1,256,000) | (9,529,429) |
| Gain/Loss on Disposition of Capital Assets | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 605,243 | 0 | 605,243 |
| Non-budgeted Items | (2,014,488) | 0 | 0 | 0 | 0 | (705,724) | (282) | 0 | 0 | (58,904) | 0 | (2,779,398) |
| | (8,906,496) | 48,333 | 0 | 24,500 | 317,000 | (705,724) | 14,718 | 0 | 6,268,596 | 1,802,339 | (1,256,000) | (2,392,734) |
| EXCESS (DEFICIT) REVENUES AND OTHER SOURCES OVER NET CHANGE IN FUND BALAN | 6,334,450 | 652,032 | 125,932 | (415,139) | 38,415 | (1,073,014) | 36,536 | 23,473 | 17,127 | (5,328,012) | 1,461,706 | 1,873,506 |
| FUND BALANCE | | | | | | | | | | | | |
| Beginning of fiscal year | 17,876,263 | 98,278 | 246,835 | 467,111 | 592,990 | 8,135,854 | 711,964 | (701,362) | 555,038 | 24,550,135 | 28,173,144 | 80,706,250 |
| FUND BALANCE - END OF FISCAL YEAR | \$ 24,210,713 | 750,310 | 372,767 | 51,972 | 631,405 | 7,062,840 | 748,500 | (677,889) | 572,165 | 19,222,123 | 29,634,850 | 82,579,756 |

INCORPORATED COUNTY OF LOS ALAMOS**Joint Utility System Sub-funds****Balance Sheet (UNAUDITED)**

June 30, 2018

| | | ELECTRIC | GAS | WATER | WASTEWATER | TOTAL JOINT UTILITY SYSTEM |
|--|----|-------------------|-------------------|-------------------|-------------------|-------------------------------|
| ASSETS | | | | | | |
| Cash | \$ | (4,682,449) | 3,523,183 | 7,879,104 | 344,833 | 7,064,671 |
| Receivables | | 4,880,171 | 237,891 | 819,739 | 562,435 | 6,500,236 |
| Inventories/Prepayments | | 1,279,618 | 35,403 | 296,552 | 2,515 | 1,614,088 |
| Cash/Investments Restricted | | 18,133,864 | 0 | 167,907 | 1,682,644 | 19,984,415 |
| Capital Assets (net of depreciation) | | 77,102,601 | 11,830,934 | 61,427,950 | 34,651,117 | 185,012,602 |
| Deferred Charges | | 678,839 | 0 | 0 | 0 | 678,839 |
| Long-term Assets | | 0 | 0 | 937,553 | 0 | 937,553 |
| TOTAL ASSETS | | 97,392,644 | 15,627,411 | 71,528,805 | 37,243,544 | 221,792,404 |
| DEFERRED OUTFLOWS OF RESOURCES | | | | | | |
| | | 2,170,517 | 546,759 | 303,443 | 271,335 | 3,292,054 |
| LIABILITIES | | | | | | |
| Current Liabilities | | 4,247,392 | 58,262 | 175,395 | 9,147 | 4,490,196 |
| Salaries/Benefits Payable | | 1,180,884 | 237,454 | 95,858 | 68,986 | 1,583,182 |
| Other Current Liabilities | | 118,980 | 54,390 | 77,885 | 21,050 | 272,305 |
| Current Portion of LT Debt / Deferred Revenues | | 0 | 0 | 99,419 | 680,020 | 779,439 |
| Liabilities Payable from Restricted | | 2,940,655 | 0 | 56,724 | 66,316 | 3,063,695 |
| Long-term Liabilities | | 37,549,739 | 1,940,889 | 3,894,200 | 8,319,405 | 51,704,233 |
| TOTAL LIABILITIES | | 46,037,650 | 2,290,995 | 4,399,481 | 9,164,924 | 61,893,050 |
| DEFERRED INFLOWS OF RESOURCES | | | | | | |
| | | (214,647) | (55,052) | (21,642) | (36,014) | (327,355) |
| TOTAL NET POSITION | \$ | 53,740,158 | 13,938,227 | 67,454,409 | 28,385,969 | 163,518,763 |

INCORPORATED COUNTY OF LOS ALAMOS

Joint Utility System Sub-funds

Combining Schedule of Revenues, Expenses and Changes in Net Position (UNAUDITED)

Year Ended June 30, 2018

| | ELECTRIC | GAS | WATER | WASTEWATER | TOTAL JOINT UTILITY SYSTEM |
|--|----------------------|--------------------|--------------------|-------------------|-------------------------------|
| REVENUES | | | | | |
| Intergovernmental - Federal | 95,199 | 0 | 25,756 | 0 | 120,955 |
| Intergovernmental - State | 0 | 0 | 92,380 | 0 | 92,380 |
| Utility Operating Revenue | 40,508,215 | 4,228,104 | 6,141,576 | 5,318,900 | 56,196,795 |
| Interfund Revenue | 0 | 0 | 28,393 | 0 | 28,393 |
| Investment Income | 184,400 | 181,737 | 311,021 | 60,030 | 737,188 |
| Miscellaneous Revenue | 9,424 | 0 | 10,460 | 0 | 19,884 |
| TOTAL REVENUES | 40,797,238 | 4,409,841 | 6,609,586 | 5,378,930 | 57,195,595 |
| EXPENDITURES | | | | | |
| Utilities | 44,105,566 | 3,788,727 | 8,299,132 | 4,227,342 | 60,420,767 |
| | 44,105,566 | 3,788,727 | 8,299,132 | 4,227,342 | 60,420,767 |
| INCOME(LOSS) BEFORE OTHER FINANCING | (3,308,328) | 621,114 | (1,689,546) | 1,151,588 | (3,225,172) |
| OTHER FINANCING SOURCES (USES) | | | | | |
| Transfers in | 0 | 0 | 0 | 2,500,000 | 2,500,000 |
| Transfers out | (574,246) | (2,707,175) | 0 | 0 | (3,281,421) |
| Debt Proceeds | 0 | 0 | 159,176 | 0 | 159,176 |
| Non-budgeted Items | 652,129 | (106,034) | (37,311) | 874,061 | 1,382,845 |
| | 77,883 | (2,813,209) | 121,865 | 3,374,061 | 760,600 |
| NET INCOME (LOSS) | (3,230,445) | (2,192,095) | (1,567,681) | 4,525,649 | (2,464,572) |
| NET POSITION | | | | | |
| Beginning of fiscal year | 56,970,603 | 16,130,322 | 69,022,090 | 23,860,320 | 165,983,335 |
| NET POSITION | \$ 53,740,158 | 13,938,227 | 67,454,409 | 28,385,969 | 163,518,763 |

INCORPORATED COUNTY OF LOS ALAMOS

Proprietary Funds

Balance Sheet (UNAUDITED)

June 30, 2018

| | JOINT UTILITY SYSTEM | ENVIRONMENTAL SERVICES | TRANSIT | FIRE | AIRPORT | TOTAL PROPRIETARY FUNDS | TOTAL INTERNAL SERVICE FUNDS |
|--|-------------------------|---------------------------|------------------|---------------------|-------------------|-------------------------------|------------------------------------|
| ASSETS | | | | | | | |
| Cash | \$ 7,064,671 | 447,396 | 1,488,062 | 1,236,412 | 886,051 | 11,122,592 | 18,060,163 |
| Investments | 0 | 0 | 0 | 0 | 0 | 0 | 21,668 |
| Receivables | 6,500,236 | 518,788 | 0 | 5,897,085 | 0 | 12,916,109 | 594 |
| Inventories/Prepayments | 1,614,088 | 0 | 0 | 0 | 0 | 1,614,088 | 0 |
| Cash/Investments Restricted | 19,984,415 | 1,696,560 | 0 | 0 | 0 | 21,680,975 | 0 |
| Capital Assets (net of depreciation) | 185,012,602 | 6,175,087 | 1,234,843 | 14,083,545 | 13,476,493 | 219,982,570 | 11,915,997 |
| Deferred Charges | 678,839 | 0 | 0 | 0 | 0 | 678,839 | 0 |
| Long-term Assets | 937,553 | 0 | 0 | 0 | 0 | 937,553 | 0 |
| TOTAL ASSETS | 221,792,404 | 8,837,831 | 2,722,905 | 21,217,042 | 14,362,544 | 268,932,726 | 29,998,422 |
| DEFERRED OUTFLOWS OF RESOURCES | 3,292,054 | 373,028 | 754,409 | 13,427,005 | 57,819 | 17,904,315 | 394,976 |
| LIABILITIES | | | | | | | |
| Current Liabilities | 4,490,196 | 140,551 | 0 | 70,404 | 8,390 | 4,709,541 | 1,964,087 |
| Salaries/Benefits Payable | 1,583,182 | 135,000 | 0 | 2,727,993 | 16,330 | 4,462,505 | 198,870 |
| Other Current Liabilities | 272,305 | 14,378 | 0 | 1,920,576 | 0 | 2,207,259 | 0 |
| Current Portion of LT Debt / Deferred Revenues | 779,439 | 1,194,822 | 0 | 0 | 0 | 1,974,261 | 0 |
| Liabilities Payable from Restricted | 3,063,695 | 14,120 | 0 | 0 | 0 | 3,077,815 | 0 |
| Long-term Liabilities | 51,704,233 | 5,580,628 | 2,653,297 | 52,073,830 | 358,651 | 112,370,639 | 2,481,162 |
| TOTAL LIABILITIES | 61,893,050 | 7,079,499 | 2,653,297 | 56,792,803 | 383,371 | 128,802,020 | 4,644,119 |
| DEFERRED INFLOWS OF RESOURCES | (327,355) | (31,960) | (62,403) | 2,783,289 | 2,960 | 2,364,531 | (43,662) |
| TOTAL NET POSITION | \$ 163,518,763 | 2,163,320 | 886,420 | (24,932,045) | 14,034,032 | 155,670,490 | 25,792,941 |

INCORPORATED COUNTY OF LOS ALAMOS

Proprietary Funds

Combining Schedule of Revenues, Expenses and Changes in Net Position (UNAUDITED)

Year Ended June 30, 2018

| | JOINT UTILITY SYSTEM | ENVIRONMENTAL SERVICES | TRANSIT | FIRE | AIRPORT | TOTAL PROPRIETARY FUNDS | TOTAL INTERNAL SERVICE FUNDS |
|--|-------------------------|---------------------------|--------------------|---------------------|-------------------|-------------------------------|------------------------------------|
| REVENUES | | | | | | | |
| Taxes | \$ 0 | 906,045 | 0 | 1,812,059 | 0 | 2,718,104 | 0 |
| Intergovernmental - Federal | 120,955 | 0 | 1,781,117 | 19,971,122 | 53,384 | 21,926,578 | 0 |
| Intergovernmental - State | 92,380 | 9,881 | 0 | 128,425 | 7,714 | 238,400 | 0 |
| Charges for Services - Gen Gov't | 0 | 4,497 | 0 | 0 | 0 | 4,497 | 850 |
| Utility Operating Revenue | 56,196,795 | 3,221,620 | 0 | 0 | 0 | 59,418,415 | 0 |
| Charges for Services - Transportation | 0 | 0 | 1,078,782 | 0 | 47,692 | 1,126,474 | 0 |
| Interdepartmental Charges | 0 | 0 | 0 | 4,671,204 | 0 | 4,671,204 | 0 |
| Internal Service Funds - Charges for Services | 0 | 0 | 0 | 0 | 0 | 0 | 4,052,296 |
| Internal Service Funds - Insurance Contributions | 0 | 0 | 0 | 0 | 0 | 0 | 9,006,244 |
| Interfund Revenue | 28,393 | 53,052 | 18,830 | 0 | 0 | 100,275 | 0 |
| Investment Income | 737,188 | 71,891 | 16,353 | 0 | 25,386 | 850,818 | 489,351 |
| Rentals | 0 | 0 | 0 | 0 | 48,800 | 48,800 | 0 |
| Insurance Contributions - External | 0 | 0 | 0 | 0 | 0 | 0 | 1,818,715 |
| Miscellaneous Revenue | 19,884 | 92,336 | 0 | 5,273 | 0 | 117,493 | 110,179 |
| TOTAL REVENUES | 57,195,595 | 4,359,322 | 2,895,082 | 26,588,083 | 182,976 | 91,221,058 | 15,477,635 |
| EXPENDITURES | | | | | | | |
| County Administrator | 0 | 0 | 0 | 0 | 0 | 0 | 9,863,660 |
| Fire Department | 0 | 0 | 0 | 23,775,379 | 0 | 23,775,379 | 0 |
| Public Works | 0 | 4,949,729 | 4,269,115 | 0 | 620,544 | 9,839,388 | 3,609,195 |
| Utilities | 60,420,767 | 0 | (344,834) | 0 | (2,796) | 60,073,137 | 0 |
| | 60,420,767 | 4,949,729 | 3,924,281 | 23,775,379 | 617,748 | 93,687,904 | 13,472,855 |
| INCOME(LOSS) BEFORE OTHER FINANCING | (3,225,172) | (590,407) | (1,029,199) | 2,812,704 | (434,772) | (2,466,846) | 2,004,780 |
| OTHER FINANCING SOURCES (USES) | | | | | | | |
| Transfers in | 2,500,000 | 0 | 800,000 | 0 | 200,000 | 3,500,000 | 0 |
| Transfers out | (3,281,421) | 0 | 0 | 0 | 0 | (3,281,421) | 0 |
| Debt Proceeds | 159,176 | 0 | 0 | 0 | 0 | 159,176 | 0 |
| Non-budgeted Items | 1,382,845 | 30,485 | 68,399 | (1,163,745) | (10,999) | 306,985 | 1,095,227 |
| | 760,600 | 30,485 | 868,399 | (1,163,745) | 189,001 | 684,740 | 1,233,345 |
| NET INCOME (LOSS) | (2,464,572) | (559,922) | (160,800) | 1,648,959 | (245,771) | (1,782,106) | 3,238,125 |
| NET POSITION | | | | | | | |
| Beginning of fiscal year | 165,983,335 | 2,723,242 | 1,047,220 | (26,581,004) | 14,279,803 | 157,452,596 | 22,554,816 |
| NET POSITION | \$ 163,518,763 | 2,163,320 | 886,420 | (24,932,045) | 14,034,032 | 155,670,490 | 25,792,941 |

INCORPORATED COUNTY OF LOS ALAMOS**Internal Service Funds****Balance Sheet (UNAUDITED)**

June 30, 2018

| | EQUIPMENT | RISK MANAGEMENT | TOTAL INTERNAL SERVICE FUNDS |
|---------------------------------------|----------------------|----------------------------|---|
| ASSETS | | | |
| Cash | \$ 6,963,879 | 11,096,284 | 18,060,163 |
| Investments | 0 | 21,668 | 21,668 |
| Receivables | (2) | 596 | 594 |
| Capital Assets (net of depreciation) | 11,915,997 | 0 | 11,915,997 |
| TOTAL ASSETS | 18,879,874 | 11,118,548 | 29,998,422 |
| DEFERRED OUTFLOWS OF RESOURCES | 303,341 | 91,635 | 394,976 |
| LIABILITIES | | | |
| Current Liabilities | 26,977 | 1,937,110 | 1,964,087 |
| Salaries/Benefits Payable | 143,160 | 55,710 | 198,870 |
| Long-term Liabilities | 1,062,610 | 1,418,552 | 2,481,162 |
| TOTAL LIABILITIES | 1,232,747 | 3,411,372 | 4,644,119 |
| DEFERRED INFLOWS OF RESOURCES | (34,435) | (9,227) | (43,662) |
| TOTAL NET POSITION | \$ 17,984,903 | 7,808,038 | 25,792,941 |

INCORPORATED COUNTY OF LOS ALAMOS**Internal Service Funds****Combining Schedule of Revenues, Expenses and Changes in Net Position (UNAUDITED)**

Year Ended June 30, 2018

| | EQUIPMENT | RISK MANAGEMENT | TOTAL INTERNAL SERVICE FUNDS |
|--|----------------------|----------------------------|---|
| REVENUES | | | |
| Charges for Services - Gen Gov't | 756 | 94 | 850 |
| Internal Service Funds - Charges for Services | 4,052,296 | 0 | 4,052,296 |
| Internal Service Funds - Insurance Contributions | 0 | 9,006,244 | 9,006,244 |
| Investment Income | 198,158 | 291,193 | 489,351 |
| Insurance Contributions - External | 0 | 1,818,715 | 1,818,715 |
| Miscellaneous Revenue | 106,309 | 3,870 | 110,179 |
| TOTAL REVENUES | 4,357,519 | 11,120,116 | 15,477,635 |
| EXPENDITURES | | | |
| County Administrator | 0 | 9,863,660 | 9,863,660 |
| Public Works | 3,609,195 | 0 | 3,609,195 |
| | 3,609,195 | 9,863,660 | 13,472,855 |
| INCOME(LOSS) BEFORE OTHER FINANCING | 748,324 | 1,256,456 | 2,004,780 |
| OTHER FINANCING SOURCES (USES) | | | |
| Gain/Loss on Disposition of Capital Assets | 138,118 | 0 | 138,118 |
| Non-budgeted Items | 1,106,900 | (11,673) | 1,095,227 |
| | 1,245,018 | (11,673) | 1,233,345 |
| NET INCOME (LOSS) | 1,993,342 | 1,244,783 | 3,238,125 |
| NET POSITION | | | |
| Beginning of fiscal year | 15,991,561 | 6,563,255 | 22,554,816 |
| NET POSITION | \$ 17,984,903 | 7,808,038 | 25,792,941 |



County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals):

Presenters: Stephanie Nakhleh, Chair of the Parks and Recreation Board

Legislative File: 11018-18

Title

Consideration of Establishment of Equine Livestock Advisory Subcommittee

Recommended Action

I move that Council approve the establishment of the Equine Livestock Advisory Subcommittee (ELAS) under the Parks & Recreation Board and direct staff to fill the roles of the subcommittee.

Body

During the February 8, 2018 Parks & Recreation (PRB) Meeting, the Board approved the formation of the Equine Livestock Advisory Subcommittee with a 4-0 vote, and the Equine Livestock Advisory Subcommittee guidelines were included as part of their FY19 workplan. Under the direction of Council, the workplan subcommittee recommended the Parks & Recreation Board to "assess it". At the July 12, 2018 PRB meeting, Brian Brogan, Community Services Department Director, advised the Board to bring the consideration of this request to Council as the next step.

Attachments

- A - ELAS Proposed Guidelines
- B - Feb 2018 PRB Minutes
- C - Direction by Council in PRB Workplan Review regarding ELAS

Los Alamos County
PARKS AND RECREATION BOARD

Equine & Livestock Advisory Subcommittee (ELAS)

GUIDELINES

PURPOSE

The purpose of the Equine & Livestock Advisory Subcommittee (ELAS) is to gather public input and advise the Parks and Recreation Board (the Board) on policy issues relating to Los Alamos County equine facilities, trails, resources and education. The ELAS shall be established on a year-to-year basis upon affirmative action of the Board and approval by Council.

The duties and responsibilities of ELAS are:

1. Provide a forum for discussion of equine and livestock issues and serve as an advisory body to the Board and a resource to staff.
2. When asked, review current policies relating to equine and/or livestock programs, facilities, trails, and resource usage to determine additional needs and submit recommendations to the Board.
3. Review and comment on the operation and development of equine and/or livestock facilities, trails, resources and education programs and serve in an advisory capacity to staff and the Board by recommending improvements to and maintenance of facilities, trails, programs and equipment.
4. With the cooperation and collaboration persons involved in equine and livestock pursuits via the ELAS, develop and prioritize a list of capital improvements for consideration by the Board.
5. When requested, and using the Board's criteria from Los Alamos County Code Section 8-143, sub-paragraph (5), assist staff in the annual review of equine/livestock facilities usage and fees. Inform the Board of the subcommittee's recommendations.
6. Provide and/or gather public input on any fees associated with equine and/or livestock facilities located in Los Alamos County.
7. Ensure that all findings, recommendations, or action items identified by ELAS are submitted to the Board for consideration and/or approval.

MEMBERSHIP

ELAS will consist of five (5) official voting members: one (1) appointed by the Los Alamos Stable Owners Board; three (3) appointed by the Parks and Recreation Board; and the fifth member being a current member of the Parks and Recreation Board. The non-voting member will be the Parks Superintendent. The Chairperson of ELAS shall be elected annually by the voting members of the subcommittee.

TERMS

Terms for voting members can be up to two (2) years from the date approved by the Board. No voting member shall serve more than two terms ~~years~~ in succession. After serving two terms ~~years~~, a former ELAS member must wait one full year before serving again on the ELAS.

Upon expiration of the term of any regular voting member of ELAS, the Board shall appoint or re-appoint a member for a full term; provided that no member shall be re- appointed to more than two (2) successive full terms. When any vacancy shall occur on ELAS for any cause whatsoever, a member shall be appointed by the Board to fill the unexpired term caused by such vacancy.

All vacancies shall be advertised as determined by the Board and the CSD Director or designee with applications submitted to the Parks, Recreation and Open Space Department Office, 2760 Canyon Road, Los Alamos, New Mexico 87544.

MEETINGS

Meetings will be conducted monthly. The frequency of the ELAS meetings will be reviewed annually by the Board. Additional ELAS meetings may be called as required and approved by the Chair of the Board.

RECORDS

All ELAS records shall be retained by the Parks, Recreation and Open Space Division in accordance with the current Los Alamos County records retention policies.

STAFFLIAISON

Parks, Recreation and Open Space Division Manager — 662-8170



County of Los Alamos

BCC Meeting Minutes

Parks and Recreation Board

1000 Central Avenue
Los Alamos, NM 87544

*Stephanie Nakhleh, Chair; Dana Dattalbaum, Vice-Chair; Robbie Harris; and Dina Pesenson,
Members*

Thursday, February 8, 2018

5:30 PM

1000 Central Avenue
Room 110

1. CALL TO ORDER

- A. [10363-18](#) Approval of Minutes from the January 11, 2018 meeting

Presenters: Stephanie Nakhleh

Attachments: [A - January 11, 2018 Minutes](#)

A motion was made by Member Dattelbaum and seconded by Member Pesenson that the Minutes be approved as presented. The motion was passed by a unanimous vote of 4-0.

2. STAFF AND OTHER ATTENDEES:

Staff and other attendees:

Chris Wilson, Parks, Recreation and Open Space
Linda Lindstrom, Board Secretary

Other attendees:

June Wall
Lisa Reader

3. PUBLIC COMMENT

No Public Comment was made at this time.

4. BUSINESS

- [10407-18](#) FY19 Subcommittees

Presenters: Parks, Recreation and Open Space Division Manager Christopher Wilson

Attachments: [A - Equine & Livestock Advisory Subcommittee \(ELAS\)](#)

Board Members reviewed and discussed the establishment of an Equine and Livestock Advisory Subcommittee.

Public comment:

Lisa Reader, 3217 Woodland Road, spoke.
June Wall, spoke.

Member Dattelbaum made a motion to approve the establishment of the Equine and Livestock Advisory Subcommittee, with the guidelines as drafted and edited by Chris. Member Harris seconded the motion. Motion passed by a unanimous vote of 4-0.

B. [10371-18](#) FY19 Draft Work Plan

Presenters: Parks, Recreation and Open Space Division Manager Christopher Wilson

Attachments: [A - Draft FY19 Work Plan](#)
 [B - Draft FY19 Work Plan Additions](#)

Board Members reviewed and discussed the additions and changes to the FY2019 Draft Work Plan.

Chair Nakhleh moved that the Board approve the FY19 Draft Work Plan as amended, and further authorized the Chair and Division Manager to make subsequent changes directed by Council: As amended includes the Golf Course.

Member Dattelbaum seconded the motion. The motion passed by unanimous vote of 4-0.

[10408-18](#) Subcommittees Liasions

Presenters: Parks, Recreation and Open Space Division Manager Christopher Wilson

The Board chose to defer (re)assigning subcommittees to current members until they have a full board.

5. STAFF COMMUNICATIONS**A. [10364-18](#) Chairman's Report**

Presenters: Stephanie Nakhleh

No report was given.

B. [10365-18](#) Parks, Recreation, Open Space Program Report

Presenters: Parks, Recreation and Open Space Division Manager Christopher Wilson

Attachments: [A - PROS Program Report](#)

Chris Wilson gave the PROS Program Report.

C. [10369-18](#) Open Space Advisory Subcommittee Report

Presenters: Stephanie Nakhleh

Member Nakhleh and Chris Wilson updated the Board on Open Space activities.

D. [10368-18](#) Golf Course Advisory Subcommittee Report

Presenters: Dana Dattelbaum

Member Dattelbaum gave the Golf Course Advisory Subcommittee Report.

E. [10367-18](#) Ice Rink & Recreation Advisory Subcommittee Report

Presenters: Dina Pesenson

Member Pesenson mentioned they did not have a meeting last month. No report was given.

F. [10366-18](#) Aquatic Center Advisory Subcommittee Report

Presenters: Parks, Recreation and Open Space Division Manager Christopher Wilson

Chris Wilson gave the Aquatic Center Advisory Subcommittee Report.

6. **PUBLIC COMMENT**

No Public Comment was made.

7. **INFORMATIONAL ITEMS**

A. [10370-18](#) Council Liaison Report

Presenters: Pete Sheehey

Councilor Sheehey gave the Council Liaison Report.

8. **PREVIEW OF NEXT MEETING - March 8, 2018**

Ballfield Assessment Update
Board Members & Liaisons
Budget Process Update

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 505-662-8040 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 Recreation Division at 505-663-1781 if a summary or other type of accessible format is needed.

2.3 Other projects/assignments proposed by the Board or Commission: (Any projects or activities proposed in this section should be discussed with the Council Liaison prior to listing it in this work plan.)

- Support the Open Space Management Plan and the Community Wildfire Protection Plan next steps.
- Support the Manhattan Project National Historic Park, other national park activities and past recommendations to the Board that would be used by visitors, including camping improvements to Main Gate Park and Camp May.
- Support continued Canyon Restoration Projects that will serve as demonstration sites for ongoing rehabilitation work.
- Support Council and the Historical Society Board in the continuation of a way finding program and signage plan for the campus area and associated parks.
- Visit Los Alamos Reservoir and make recommendations regarding public use once the road improvement/stabilization project concludes.
- Work with subcommittees and receive reports and updates on assigned tasks and projects.
- Support the long-term success of Pajarito Mountain for year-round use and activities including its sustainable management and bike trail improvements.
- Meet in the field with and invite more groups and individuals to the Parks and Recreation Board meetings to outline their programs, interests, current challenges and suggested solutions to strengthen the Board's connections with the community that uses the parks, recreation programs and facilities.
- Assess/evaluate the need for an Equine and Livestock Advisory Subcommittee

3.0 Identify any interfaces for the goals/tasks in this work plan with County Departments and other Boards and Commissions. Specify the coordination required.

To effectively address the goals and tasks outlined the Board will incorporate input from the listed Boards and Commissions. The integration of these diverse perspectives will produce collaborative project outcomes. The Museum Campus Wayfinding Projects and the Site Improvements for Ashley Pond are good examples of the type of interfaces needed between the listed Boards and Commissions.

Community Development Department
Library Board
Art in Public Places Board
Lodgers' Tax Advisory Board
Public Works Department
Fire Department
Police Department
Parks, Recreation and Open Space Division
Library Division

Environmental Sustainability Board
Transportation Board
Historic Preservation Advisory Board
Historical Society Board
Planning & Zoning Commission
Board of Public Utilities
Department of Public Utilities
Tourism Implementation Task Force



County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

| | |
|-------------------------------|--|
| Agenda No.: | A. |
| Index (Council Goals): | * 2018 Council Goal – Economic Vitality – Promote a Strong and Diverse Economic Base By Encouraging New Business Growth; * 2018 Council Goal – Economic Vitality – Promote vitality in our neighborhood and downtown areas and eliminate blight in Los Alamos and White Rock as part of an overall property maintenance and beautification effort. |
| Presenters: | Joanie Ahlers, Economic Development Administrator |
| Legislative File: | OR0830-18 |

Title

Ordinance No. 686 Authorization the Sale of Certain County-Owned Real Property Located in the Incorporated County of Los Alamos Generally Described as Lot 5C 20th Street to Verdad Real Estate, Inc.

Recommended Action

I introduce, without prejudice, Incorporated County Of Los Alamos Ordinance No. 686; AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN COUNTY-OWNED REAL PROPERTY LOCATED IN THE INCORPORATED COUNTY OF LOS ALAMOS GENERALLY DESCRIBED AS LOT 5C 20TH STREET TO VERDAD REAL ESTATE, INC. and ask staff to assure it is published as provided in the County Charter.

County Manager's Recommendation

The County Manager recommends introduction of this Ordinance as presented.

Body

This Ordinance authorizes the sale of County-owned property identified as Lot 5C located on the southern extension of 20th Street. The parcel sit just west of the Century Link tower building, south of Ashley Pond Park and was the site location of Public Works trailers while LAC was constructing the new Municipal Building.

Lot 5C is approximately 20,000 sqft.

The buyer for this site is Verdad Real Estate, Inc., which is a Texas corporation, Jason Keen is the Principal. Verdad Real Estate, Inc. will enter into a Purchase, Sale and Development Agreement with Los Alamos County.

The Purchase, Sale and Development Agreement (attached to the Ordinance) outlines the details of the development of Lot 5C, which will consist of a freestanding Starbucks coffee franchise store with a drive-thru.

Council is authorized to sell county-owned real property and interests in real property through Chapter 14 of the Los Alamos County, New Mexico - Code of Ordinances. An appraisal dated

June 29, 2017 estimated the market value of parcel consisting of Lot 5C to be \$355,000. The proposed purchase price for the site is \$500,000 and the proposed terms of the sale are outlined within the Purchase, Sale and Development Agreement attached to the Ordinance. The key terms are:

Effective Date: The Effective Date of the Agreement shall be the date the Agreement is fully executed by both the Purchaser and the Seller.

Purchase Price: FIVE HUNDERED THOUSAND AND NO 00/100 DOLLARS (\$500,000.00), to be paid in cash at closing, subject to the closing cost allocations and proration set forth herein.

Earnest Money: FIFTY THOUSAND AND NO 00/100 DOLLARS (\$50,000.00) to be delivered to the Escrow Agent within five (5) business days from the Effective Date.

Due Diligence Period: The Due Diligence Period shall begin on the Effective Date, and continue for no more than ninety (90) days from the Effective Date.

Closing Date: The Closing Date shall be a date within thirty (30) days after the end of the Due Diligence Period.

Fiscal and Staff Impact/Planned Item

There should be minimal staff impact as a result of the sale of these parcels. The fiscal impact to LAC will be in the form of possibly intersection signal improvements. The current estimate for a signalized intersection will be approximately \$300,000-400,000. The cost of the signal will be covered by the revenue generated by the sale of the land and the additional lots yet to be sold. This intersection has long been requested by residents and businesses that occupy the south side of Trinity especially for pedestrian access to Ashley Pond park

Alternatives

Council could choose to not introduce the Ordinance and the sale and development would not proceed, or Council could direct staff to amend the proposed ordinance and related agreement.

Attachments

A - Ordinance No. 686

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 686

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN COUNTY-OWNED
REAL PROPERTY LOCATED IN THE INCORPORATED COUNTY OF LOS
ALAMOS GENERALLY DESCRIBED AS LOT 5C 20TH STREET TO VERDAD
REAL ESTATE, INC.**

WHEREAS, the Incorporated County of Los Alamos, New Mexico ("County") is the holder and owner of certain real property ("Property") generally described as Lot 5C, 20th Street, in Los Alamos, New Mexico, and more particularly described in the attached Purchase, Sale and Development Agreement; and

WHEREAS, the Property was obtained by County from the United States as a "land transfer parcel" and is intended to be utilized by County for economic development of the community and to enhance County's self-sufficiency by reducing economic dependence on Los Alamos National Laboratory related revenues; and

WHEREAS, County previously advertised the availability of the Property for development via RFP18-25 and selected Verdad Real Estate, Inc. (hereafter "Buyer"), for the development of undeveloped County land; and

WHEREAS, County and Council finds that the sale of the Property meets County's development goals and current zoning for the parcel that has been subdivided and as outlined in County's Comprehensive Plan, comports with general principles of law and is fair and equitable; and

WHEREAS, the current appraised fair market value of the Property has been determined by a qualified appraiser to be Three Hundred Fifty-Five Thousand Dollars (\$355,000.00); and

WHEREAS, County agrees to sell the Property to Buyer for Five Hundred Thousand Dollars (\$500,000.00) in cash at the closing which shall occur on or before January 15, 2019, in accordance with the terms and conditions contained in the Purchase, Sale and Development Agreement; and

WHEREAS, under the conditions expressed herein, the Council of the Incorporated County of Los Alamos wishes to enter into a private sale of the land in accordance with NMSA 1978, Section 3-54-1 (B), and this Ordinance is subject to referendum as provided in such Section; and

WHEREAS, this Ordinance was published prior to its adoption pursuant to the provisions of Subsection J of Section 3-1-2, NMSA 1978 and Section 3-17-3, NMSA 1978.

BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS as follows:

Section 1. Appraisal. Pursuant to State law, an appraisal was obtained by the County on June 22, 2017. The appraisal was conducted by an independent qualified appraiser. As provided in the appraisal, the Final Value of Lot 5C was estimated at \$355,000.00.

Section 2. As authorized by NMSA 1978, Section 3-54-1, the County Council hereby authorizes the County Manager, following the required publication and referendum periods, to finalize negotiations with Buyer and enter into a Purchase, Sale and Development Agreement with Buyer whereby County will receive a total of Five Hundred Thousand Dollars (\$500,000.00 US) for the Property, as outlined in the Purchase, Sale and Development Agreement, attached hereto as Exhibit A.

Section 3. The County Manager is further authorized to finalize and execute the Purchase, Sale and Development Agreement, Quitclaim Deed, and such other closing documents as may be reasonably necessary to complete the transaction authorized herein provided that the closing documents shall be substantially in the form attached hereto and in form acceptable to the County Attorney.

Section 4. The County Manager is directed to publish this Ordinance at least once within one (1) week after adoption of this Ordinance pursuant to Subsection J of Section 3-1-2, NMSA 1978, Subsection A of Section 3-17-3 NMSA 1978, and in accordance with NMSA 1978, Section 3-54-1 (D).

Section 5. This Ordinance shall be effective forty-five (45) days after adoption unless the referendum process is commenced in accordance with the requirements of NMSA 1978, Section 3-54-1.

Section 6. Severability. Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 7. Repealer. All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this 28th day of August, 2018.

**COUNCIL OF THE INCORPORATED COUNTY
OF LOS ALAMOS**

David Izraelevitz, Council Chair

ATTEST:

**Naomi D. Maestas
Los Alamos County Clerk**

Exhibit A

PURCHASE, SALE AND DEVELOPMENT AGREEMENT FOR REAL PROPERTY LOCATED IN THE INCORPORATED COUNTY OF LOS ALAMOS LOT 5C 20TH STREET

This Purchase, Sale and Development Agreement (“Agreement”), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, is entered into by and between **Verdad Real Estate, Inc.**, (“Purchaser”) and the **Incorporated County of Los Alamos**, a New Mexico County (“Seller” or “County”), effective the date the Agreement is last date signed by Purchaser or Seller.

ARTICLE I BASIC INFORMATION

Purchaser and Seller have set out the terms and conditions of their agreement in the body of the Agreement below. For convenience, they provide in this Article I certain terms that reappear throughout the Agreement.

1.1 Certain Basic Terms:

a. Effective Date: The Effective Date of the Agreement shall be the date the Agreement is fully executed by both the Purchaser and the Seller.

b. Purchaser and Notice Address: Verdad Real Estate, Inc.
Jason Keen, Principal
1211 South White Chapel Boulevard
Southlake, Texas 76092
E-Mail: jkeen@verdadrealestate.com

with a copy to: Baker Monroe, PLLC
Attn: Justin P. Huston
1612 Summit Ave., Ste. 100
Fort Worth, Texas 76102
Telephone: (817) 632-6301
E-Mail: jhuston@bamolaw.com

c. Seller and Notice Address: Incorporated County of Los Alamos
Attn: Harry Burgess, County Manager
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544
Telephone: (505)663-1750
Facsimile: (505)662-8079
E-Mail: harry.burgess@lacnm.us

d. Purchase Price: FIVE HUNDRED THOUSAND AND NO 00/100 DOLLARS (\$500,000.00), to be paid in cash at closing, subject to the closing cost allocations and proration set forth herein.

ATTACHMENT A

Exhibit A

e. Earnest Money: FIFTY THOUSAND AND NO 00/100 DOLLARS (\$50,000.00) to be delivered to the Escrow Agent within five (5) business days from the Effective Date.

f. Due Diligence Period: The Due Diligence Period shall begin on the Effective Date, and continue for no more than ninety (90) days from the Effective Date.

g. Closing Date: The Closing Date shall be a date within thirty (30) days after the end of the Due Diligence Period.

h. Title Company/Escrow Agent: Any funds escrowed pursuant to this Agreement shall be escrowed with the following Escrow Officer upon Title Guaranty, LLC executing an *Acknowledgement by Title Guaranty, LLC* for all escrowed funds received as shown in **Exhibit "B"** to this Agreement.

Title Guaranty, LLC
1200 Trinity Drive
Los Alamos, New Mexico 87544
Phone: (505) 662-2241
Fax: (505) 662-6891
Escrow Officer: Denise G. Terrazas
E-mail: denisgt@titleguarantynm.com

1.2 Property: Subject to the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, certain real property within a parcel commonly known as Lot 5C located on 20th Street in the Los Alamos Townsite as more particularly described on **Exhibit "A"** attached hereto, owned by Seller but none other:

The real property is described in **Exhibit "A"**, together with easements or rights-of-way relating thereto, and all appurtenances thereunto belonging, and, without warranty utilizing a Quit Claim Deed transferring ownership, all rights, title, and interest, if any, of Seller in and to the land lying within any street or roadway adjoining the real property described in **Exhibit A** or any vacated or hereafter vacated street or alley adjoining said real property; including any and all oil, gas and other mineral interests in and under said land, and all rights incidents thereto, not previously reserved or conveyed of record (collectively "Property"). It is understood and agreed that upon completion of a survey of the Property, the plat of survey shall become a part of **Exhibit A** and incorporated by reference therein.

1.3 Purchaser Cash Payment: The Purchase Price, subject to the proration of costs and closing cost allocations as provided in Sections 6.1 and Sections 1.5 respectively, shall be paid in cash at Closing by Purchaser to Seller. The Earnest Money shall be applied to the Purchase Price as stated in this Agreement.

1.4 Earnest Money: The Earnest Money, in immediately available federal funds, shall be deposited by Purchaser with the Escrow Agent as provided in Section 1.1. In the event that

Exhibit A

Purchaser fails to timely deposit the Earnest Money with the Escrow Agent, Seller shall have the right to terminate this Agreement; provided such right to terminate shall expire upon Purchaser's deposit of the Earnest Money. Upon request of Purchaser, the Earnest Money shall be held in an interest bearing account by the Escrow Agent, interest to accrue for the benefit of Seller or Purchaser as the case may be and all amounts deposited pursuant to the terms hereof and interest earned thereon shall be the "Earnest Money". If this Agreement is terminated by Purchaser during the Due Diligence Period, the Earnest Money shall be returned to Purchaser and the parties are relieved of any further duties, obligations, or responsibilities under this Agreement. In the event this Agreement is not terminated within the Due Diligence Period as permitted under Section 2.7 hereof or as otherwise provided for in this Agreement, the Earnest Money shall be non-refundable except in the event of a Seller default or Seller's failure or refusal to close as provided in Section 8.2 of this Agreement.

1.5 Closing Costs: Closing costs shall be allocated and paid as follows at Closing:

| <u>Cost/Obligation</u> | <u>Responsible Party</u> |
|---|--------------------------|
| Title Commitment required to be delivered pursuant to <u>Section 3.1</u> | Seller |
| Premium for standard form Title Policy required to be delivered pursuant to <u>Section 3.1</u> in the amount of Purchase Price | Purchaser |
| Premium for any upgrade of Title Policy for extended or additional coverage and any endorsements desired by Purchaser, any inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates | Purchaser |
| Costs of Survey and/or any revisions, modifications or re-certifications thereto (if any) | Seller |
| Costs for Uniform Commercial Code Searches (if any) | Seller |
| Recording Fees | Purchaser |
| Any deed taxes, documentary stamps, transfer taxes, intangible taxes, mortgage taxes or other similar taxes, fees or assessments | Purchaser |
| Any escrow fee charged by Escrow Agent for holding the Earnest Money or Settlement/Closing Fee | Purchaser ½ Seller ½ |
| Any and all fees associated with Purchaser's lender (if any) | Purchaser |

1.6. Time Limit of Offer: The offer set forth in this Agreement to the Purchaser shall expire at 6:00 p.m., on the tenth (10th) day after the Purchaser receives written notice from the County Attorney that an ordinance has been adopted by the County Council authorizing the sale of Property is effective. The Purchaser shall, within ten (10) days of receipt of said notice, execute two (2) originals of this Agreement, in the form approved by Purchaser and Seller not changed in

Exhibit A

form or substance, and return same to Seller. In the event the Purchaser fails to execute the Agreement as prescribed here and return same to Seller, the Offer set forth in this Agreement shall be rescinded, and the Agreement shall be of no force and effect. The date the Agreement is fully executed by both parties shall be the Effective Date as defined in Paragraph 1.1, Subpart a.

ARTICLE II INSPECTIONS AND DUE DILIGENCE

2.1 Property Information: Seller shall deliver to Purchaser within five (5) business days after the Effective Date, any environmental site assessments, preliminary plat and site plan(s), any cross access and easement documents in connection with the Property, any development agreements affecting the Property and any other documents Purchaser may reasonably request that is within the possession and control of Seller. If the documents enjoy a legal privilege, or the Purchaser is required by law to maintain the confidentiality of any requested additional documents, the Seller shall provide a written response to Purchaser stating that the Seller has the requested documents citing legal privilege, if any, and/or the legal authority that requires the Seller to maintain the confidentiality of the documents. If the Seller does not have any of the foregoing documents in its possession and control, the Seller shall provide a written timely response to Purchaser stating same.

2.2 Inspections, Insurance Requirements, and Indemnity:

a. During the Due Diligence Period, the Purchaser, its agents, and employees shall have the right to enter upon the Property for the purpose of making all such inspections of the Property as Purchaser deems appropriate and such inspections shall be at Purchaser's sole risk, costs, and expense. If any inspection or test disturbs the Property, Purchaser will restore the Property to substantially the same condition as existed prior to the inspection or test. All such entries upon the Property shall be at reasonable times and days and Purchaser shall comply and obtain any and all necessary permits, authorizations, or licenses for access to and inspection of the Property and/or surrounding areas.

b. Purchaser, or its agents, shall provide to Seller a certificate of insurance prior to any entry onto the Property showing Seller as an additional insured with a national insurance company acceptable to Seller in the minimum amount of ONE MILLION AND NO 00/100 DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION AND NO 00/100 DOLLARS (\$2,000,000.00) in the aggregate, insuring Seller against any and all liability which may arise from Purchaser's entry on the property during the Due Diligence Period, and Purchaser's activity on the Property during the Due Diligence Period.

c. Purchaser shall defend and indemnify Seller and hold Seller, agents, members, and employees and the Property harmless from and against such losses, costs, damages, claims, or liabilities, if any, for which Purchaser is responsible for physical damage to persons or property lawfully upon the Property, save and except any such losses, costs, damages, claims, or liabilities arising out of the gross negligence of Seller or out of the mere discovery of a preexisting condition on the Property, and claims for nonpayment for services and materials ordered by Purchaser, but none other, including but not limited to, mechanic's and materialmen's liens arising out of or in connection with Purchaser's inspection of the Property as allowed herein. The Purchaser's

Exhibit A

indemnity herein shall survive Closing, and shall not be limited by the default provisions contained in Section 8.1 hereof, or the termination provisions contained in Section 2.7 herein.

d. Purchaser acknowledges and agrees that it is relying on its inspections and investigations in acquiring the Property, and that the Due Diligence period allows the Purchaser an adequate opportunity to inspect the Property and perform any other investigation and analysis to determine whether Purchaser wants to purchase the Property per the terms of this Agreement including purchasing the Property **“AS IS, WHERE IS, WITH ALL FAULTS”** as specifically provided in Section 10.16 of this Agreement, subject to the representations in Section 5.2, Subpart e and Section 7.1.

e. Purchaser further acknowledges and agrees that the Due Diligence Period allows the Purchaser an adequate opportunity to determine whether obtaining financing to construct the Project as provided for in Article IX of this Agreement is a reasonable likelihood, it being understood and agreed that Purchaser shall have the right to terminate this Agreement in the event the Purchaser is unable to obtain financing upon terms and conditions satisfactory to Purchaser.

2.3 Termination During Due Diligence Period: Purchaser may elect, in its sole unfettered discretion, for any reason or no reason, to terminate this Agreement prior to the end of the Due Diligence Period by giving Seller written notice thereof. In the event Purchaser exercises this right of termination, Escrow Agent is hereby irrevocably instructed to refund the Earnest Money to Purchaser without the necessity of Seller's consent, and neither party shall have any further rights, duties, obligations, or liabilities hereunder except for those provisions which survive the termination of this Agreement provided that Purchaser, upon such termination, shall deliver to Seller (or destroy, in the case of electronic files) all information and documentation regarding the Property Purchaser obtained from Seller during the Due Diligence Period.

ARTICLE III TITLE/SURVEY/ENVIRONMENTAL REVIEW

3.1 Timing of Title/Survey: Within fifteen (15) days after the Escrow Agent's receipt of the Earnest Money, Seller, at Seller's cost, shall provide Purchaser, a current American Land Title Association ("ALTA") owner's title commitment for the Property from the Title Company and copies of all documents referenced in exceptions to title shown thereon ("Title Report"). Within thirty (30) days after the Escrow Agent's receipt of the Earnest Money, Seller shall provide Purchaser a current ALTA Survey ("Survey") at Seller's cost and expense. As used in this Paragraph 3.1 "current" shall mean dated no earlier than thirty (30) days from the Effective Date.

3.2 Title/Survey/Environmental Review and Cure:

a. Purchaser shall review the Title Report and Survey obtained pursuant to Section 3.1 hereof, and Purchaser shall review the environmental status of the Property during the Due Diligence Period. Purchaser shall notify Seller in writing of any title, survey and/or environmental objections prior to expiration of the Due Diligence Period. Seller shall have no obligation to cure any title or survey or environmental objections and Purchaser shall have no obligation to purchase the Property in the event Seller elects not to cure a defect identified by Purchaser.

Exhibit A

b. In the event the Purchaser waives objections raised pursuant to Paragraph 3.2, Subpart a., and elects to proceed to Closing, the Closing shall occur as contemplated herein and Purchaser shall accept the Property subject to such condition without reduction of Purchase Price.

c. In the event Purchaser does not object to the condition of the title to the Property as shown on the Title Report or Survey within the Due Diligence Period, the condition of the title as shown therein shall be deemed approved and any exceptions to title shown in the Title Report which are approved or deemed approved shall constitute "Permitted Exceptions" for purposes of the Title Policy and the Quit Claim Deed.

d. If the Title Company or surveyor revises the Title Report or Survey after the expiration of the Due Diligence Period and prior to Closing to add or modify exceptions or requirements that adversely and materially affect title to the Property, Purchaser may object to such matter by notice to Seller within ten (10) days after such revised Title Report or Survey is delivered to Purchaser. Seller may, but shall not be obligated to, attempt to cure any title or survey objection by the Closing Date.

e. If Seller elects not to cure any such title or survey objection raised pursuant to Paragraph 3.2, Subpart d., or fails to cure any such objection raised pursuant to Paragraph 3.2, Subpart d., within fifteen (15) days following Purchaser's notice of objections, then Purchaser may either terminate this Agreement by written notice to Seller given on or before fifteen (15) days after receipt of any notice by Seller that it elects not to cure or cannot cure the required objections. In this event, the Earnest Money shall be refunded immediately to the Purchaser unless the Purchaser waives objections and elects to proceed to closing.

f. In the event the Purchaser waives objections raised pursuant to Paragraph 3.2, Subpart d., and elects to proceed to Closing, the Closing shall occur as contemplated herein and Purchaser shall accept the Property subject to such condition without reduction of Purchase Price.

3.3 Title Policy: As soon as possible after the Closing, at Purchaser's cost and expense, the Title Company shall deliver to Purchaser a standard Owner's Title Insurance Policy (the "Title Policy"), issued by the Title Company dated the date of recording of the Quit Claim Deed in the amount of the Purchase Price, insuring Purchaser as owner of fee simple title to the Property subject only to the Permitted Exceptions. Any endorsements or extended and special coverages to the Title Policy shall be obtained by Purchaser at Purchaser's sole cost and expense.

ARTICLE IV CONDEMNATION

4.0 Condemnation: Risk of loss resulting from any condemnation or eminent domain proceeding which is commenced or has been threatened prior to the Closing, shall remain with Seller. If prior to the Closing, the Property or any portion of the Property shall be subject to a bona fide threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, Seller shall immediately notify Purchaser thereof after receipt of actual notice thereof by Seller, but in any

Exhibit A

event prior to Closing. If the Property or any portion of the Property is subject to eminent domain or condemnation, Purchaser may elect within fifteen (15) days after receipt of such notice, to terminate this Agreement ("Election Period") and receive an immediate refund of the Earnest Money or to proceed to Closing. If the Closing Date is within the Election Period, then Closing shall be extended to the next business day following the end of the Election Period. If Purchaser does not elect to terminate this Agreement, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected and Purchaser shall accept an assignment from Seller of the condemnation proceeds.

ARTICLE V CLOSING

5.1 Closing: The consummation of the transaction contemplated herein ("Closing") shall occur on or before the Closing Date as defined in Paragraph 1.1, Subpart g., or such other time no later than seven (7) days after the Closing Date, as the parties, through their respective agents who are executing this Agreement, may mutually specify in writing for the Closing.

5.2 Conditions to Purchaser's Obligations to Close: In addition to such other conditions to Closing as are specified throughout this Agreement, the obligation of Purchaser to consummate the transaction contemplated hereunder is contingent upon the following:

a. The representations of Seller contained herein shall be true and correct in all material respects as of the Closing Date.

b. Seller shall have performed all obligations required to be performed prior to Closing per the terms of this Agreement.

c. There shall exist no pending or threatened legal action, suit or proceeding with respect to the Property or this Agreement.

d. No moratoria shall have been imposed, and no moratoria shall be known to be under consideration by a governmental entity or utility provider that would materially and adversely impact the development of the Property or future economic viability of the Project. If such a moratoria shall have been imposed, or it is known that such a moratoria is under consideration by a governmental entity or utility provider the Purchaser may, its sole discretion, terminate this Agreement and receive the Earnest Money Deposit, with interest, or delay Closing for the shorter time period of the following: (i) until the moratoria is lifted; (ii) until the moratoria is dismissed from consideration by the governmental entity or utility provider, or (iii) one hundred eighty (180) days. For a moratoria to be deemed under consideration by a governmental entity or utility provider, the moratoria must appear as a potential item for action on an agenda for a meeting of the governing body of the governmental entity or utility provider, or competent evidence must be produced showing that an agent of the governmental entity or utility provider with legal authority to impose such a moratoria, is in fact, likely to impose such a moratoria.

Exhibit A

e. The Seller represents that it has provided to the Purchaser all documentation, notices, reports, and records concerning the Property.

f. Purchaser shall not be obligated to perform under this Agreement if (a) there is a material adverse change in the condition or operation of the Property prior to the Closing; or (b) the physical condition of the Property on the day of Closing shall be substantially different from the condition existing on the Effective Date.

If any of the foregoing conditions to Purchaser's obligation to proceed with the Closing have not been satisfied as of the Closing Date, Purchaser may, in its sole discretion, terminate this Agreement by delivering written notice to Seller on or before the Closing Date, in which event the Earnest Money shall be immediately returned to Purchaser, or Purchaser may elect to seek specific performance as provided in paragraph 8.2., or the Purchaser may elect to close, notwithstanding the non-satisfaction of such condition, in which event Purchaser shall be deemed to have waived any such condition.

5.3 Conditions to Seller's Obligations to Close: In addition to such other conditions to Closing as are specified throughout this Agreement, the obligation of Seller to consummate the transaction contemplated hereunder is contingent upon the following:

a. The representations of Purchaser contained herein shall be true and correct in all material respects as of the Closing Date.

b. Purchaser shall have performed all obligations required to be performed prior Closing per the terms of this Agreement.

c. There shall exist no pending or threatened legal action, suit or proceeding with respect to the Property.

d. Purchaser shall provide proof of financial readiness sufficient to complete the Project.

If any of the foregoing conditions to Seller's obligation to proceed with the Closing have not been satisfied as of the Closing Date, Seller may, in its sole discretion, terminate this Agreement by delivering written notice to Purchaser on or before the Closing Date, in which event the Earnest Money shall be retained by the Seller, or the Seller may elect to close, notwithstanding the non-satisfaction of such condition, in which event Seller shall be deemed to have waived any such condition.

5.4 Seller's Deliveries in Escrow: Ten (10) days before the Closing Date, Seller shall deliver in escrow to the Escrow Agent with copies of same delivered to in escrow to the Escrow Agent the purchaser the following Transfer Documents:

a. Deed: A Quit Claim Deed ("Deed") for review and approval by Purchaser whereby Seller conveys to Purchaser the Property. If the Deed is approved, Purchaser shall deliver it to Escrow Agent for execution by Seller.

Exhibit A

b. FIRPTA: A Foreign Investment in Real Property Tax Act affidavit executed by Seller reciting under penalty of perjury that Seller is not a foreign person;

c. Authority: Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to Purchaser, the Escrow Agent and the Title Company;

d. Additional Documents: Any additional documents that Escrow Agent or the Title Company or Purchaser may reasonably require for the proper consummation of the transaction contemplated by this Agreement including the Title Company's standard lien and possession affidavit;

e. Closing Statement: A Closing Statement prepared by the Escrow Agent accurately reflecting the Purchase Price, cost allocations and proration as herein provided for;

f. Appurtenances: An assignment in recordable form of Seller's right, title, and interests, if any such rights, title and interests are vested in the Seller, to all appurtenances, plans, property contracts, entitlements, intangibles and all other portions of the Property not constituting real property to Purchaser; provided, however, that by accepting such assignment, Purchaser shall not assume any obligations under any instrument or right assigned, unless Purchaser has expressly assumed such obligations in writing. Seller will not amend or modify any of the above items included in the Property without Purchaser's prior written consent; and

g. Service Contracts: Evidence of termination of all service contracts affecting the Property.

5.5 Purchaser's Deliveries in Escrow: On or before the Closing Date, Purchaser shall deliver in escrow to the Escrow Agent the following:

a. Purchase Price: The Purchase Price, less the Earnest Money, that is applied to the Purchase Price, which shall be delivered to Seller by Escrow Agent, plus or minus applicable proration. The Purchase Price shall be deposited by Purchaser with the Escrow Agent in immediate, same-day federal funds wired for credit into the Escrow Agent's escrow account;

b. Additional Documents: Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement; and

c. Authority: Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to Seller, the Escrow Agent and the Title Company.

5.6 Title Policy: The Title Policy (as described in Section 3.1 hereof) shall be delivered to Purchaser as soon as possible after the Closing as provided in Section 3.3 hereof.

Exhibit A

5.7 Possession: Seller shall deliver possession of the Property to Purchaser at the Closing, subject only to the Permitted Exceptions.

5.8 Close of Escrow: Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Escrow Agent to immediately record and deliver the documents described above to the appropriate parties and make disbursements according to the closing statement executed by Seller and Purchaser.

ARTICLE VI PRORATION

6.1 Proration: The items in this Paragraph 6.1 shall be prorated between Seller and Purchaser as of the Closing Date with Seller receiving credit for all Closing Date income on the Escrow Account and Seller paying the following Property related expenses through the Closing Date.

a. Taxes and Assessments: General real estate taxes imposed by governmental authority ("Taxes") not yet due and payable shall be prorated. If the Closing occurs prior to the receipt by Seller of the tax bill for the calendar year or other applicable tax period in which the Closing occurs, Purchaser and Seller shall prorate Taxes for such calendar year or other applicable tax period based upon the most recent ascertainable assessed values and tax rates. Upon receipt of the tax bill for the year of Closing, the Escrow Agent shall make any adjustments to the Closing proration, based upon the actual tax bill.

6.2 Commissions: Seller and Purchaser represent to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.1 Seller's Representations and Warranties: As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser that:

a. Organization and Authority: Seller has been duly organized and validly exists as an Incorporated County in good standing in the State of New Mexico. Seller has the full right and authority and will have obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby prior to Closing. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

b. Conflicts and Pending Action: There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller or the Property, including condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

Exhibit A

c. Litigation: There is no litigation or arbitration or other legal or administrative suit, action, proceeding of any kind pending, or to the best of Seller's knowledge, threatened or under investigation against or involving the Property, or any part thereof that affects the transfer, sale, and conveyance of the Property by Seller to Purchaser.

d. Environmental, Historical, and the Archeological: The Seller has searched its records for records containing information regarding the generation, location, transportation, storage, treatment, discharge, disposal, or release of any toxic or hazardous waste or any pollutant upon or under the Property subject to regulation under the Resource Conservation and Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), the Comprehensive Environmental Response, Compensation and Liability Act (as amended by the Superfund amendments and Reauthorization Act of 1986), or any other applicable State or Federal environmental protection law or regulation, as well as for records containing information regarding human burial sites or historical and/or archeological artifacts that may interfere with the use of the Property and have furnished any record found containing such information to the Purchaser. Nothing in this provision relieves the Purchaser of its duty to perform its own investigations and inspections of the Property during the Due Diligence period for purpose of the Purchaser determining whether Purchaser desires to purchase the Property **"AS IS, WHERE IS, WITH ALL FAULTS"** as specifically provided in Section 10.16 of this Agreement, subject to the representations in Section 5.2, Subpart e and this Section.

e. Bills: Seller has paid or will pay in full all bills and invoices for labor and material of any kind arising from the Seller's ownership, operation, management, repair, maintenance or leasing of the Property, and there are no actual or potential mechanic's liens, if applicable, outstanding or available to any party in connection with the Seller's ownership, operation, management, repair, maintenance or leasing of the Property.

f. Possessory Rights: There are no purchase contracts, options or any other agreements of any kind, oral or written, by which any person or entity other than Seller will have acquired or will have any basis to assert any right, title or interest in, or right to possession, use, enjoyment or proceeds of, any part or all of the Property, except as to rights created under the Leases or Service Contracts or as otherwise disclosed in this Agreement, the Commitments, or in the deliveries made by Seller pursuant to this Agreement. It is understood and agreed that if such leases or contracts or rights do not meet with Purchaser's approval, their existence shall entitle Purchaser to terminate this Agreement and receive back the Earnest Deposit and interest.

g. Violations of Law: Seller has received no notice of violation of any applicable Federal, state or local law, statute, ordinance, order, requirement, rule or regulation, or of any covenant, condition, restriction or easement affecting the Property, or this Agreement and Seller does not have any actual notice of any such violation.

h. Ownership: Seller is the owner of the Property and as of Closing Seller will own all such Property free and clear of all liens, financial encumbrances, leases, covenants, conditions, restrictions, rights-of-way, easements, encroachments and other matters affecting title, excepting only the Permitted Exceptions. Seller further represents and warrants to Purchaser that no other party has any rights in and to the Property.

Exhibit A

i. Parties in Possession: To the best of Seller's knowledge, there are no parties other than Seller in possession of any portion of the Property.

In the event of any material adverse change in any of Seller's representations and warranties in this Article or elsewhere in this Agreement, Seller shall promptly notify Purchaser of such change.

7.2 Purchaser's Representations and Warranties: As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

a. Organization and Authority: Purchaser has been a duly organized and is a valid existing entity in good standing in the state of Texas, and, if required, registered to transact business in New Mexico as of Closing. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

b. Conflicts and Pending Action: There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

c. Purchaser warrants that it is relying solely on its inspections and its investigations of to determine whether Purchaser desires to purchase "**AS IS, WHERE IS, WITH ALL FAULTS**" as specifically provided in Section 10.16 of this Agreement, subject to the representations in Section 5.2, Subpart e and Section 7.1.

d. In the event of any material adverse change in any of Purchaser's representations and warranties in this Article or elsewhere in this Agreement, Purchaser shall promptly notify Seller of such change.

e. In the event Purchaser terminates this Agreement, Purchaser shall provide Seller, upon request, the reason or reasons – if any- for such termination. If the reason or reasons provided in the notice derive from adverse information regarding the Property discovered by the Purchaser during the Due Diligence period, Purchaser agrees to provide that adverse information to the Seller.

ARTICLE VIII **REMEMDIES FOR FAILURE TO CLOSE ONLY**

8.1 Default By Purchaser For Failure to Close: In the event that Purchaser fails or refuses to Close the purchase of the Property except as allowed by this Agreement, Purchaser agrees that Seller shall have the right to have the Escrow Agent deliver the Earnest Money to Seller as

Exhibit A

liquidated damages to compensate Seller for time spent, labor and services performed, and the loss of its bargain as a result of Purchaser's failure or refusal to Close. Purchaser and Seller agree that it would be impracticable or extremely difficult to affix damages in the event of Purchaser's failure or refusal to Close, and that the Earnest Money, together with the interest thereon, represents a reasonable estimate of Seller's damages for Purchaser's failure or refusal to Close, except as allowed in this Agreement. Under such circumstances, Seller agrees to accept the Earnest Money as Seller's total damages and relief for Purchaser's failure or refusal to Close, except when such failure or refusal to close is expressly allowed by this Agreement. In the event that Purchaser shall fail or refuse to Close, Seller expressly waives the right to sue for damages for Purchaser's failure or refusal to Close or to seek specific performance. In the event that Purchaser does so default by failing or refusing to Close, this Agreement shall be terminated and Purchaser shall have no further right, title, or interest in the Property.

8.2 Default By Seller for Failure to Close: Purchaser and Seller agree that it would be impracticable or extremely difficult to affix damages in the event Seller fails or refuses to Close, and that the remedies herein are sufficient remedies to redress and compensate the Purchaser for Seller's failure or refusal to Close under conditions not allowed by this Agreement. In the event Seller shall fail or refuse to Close the purchase of the Property, except when such failure or refusal to close is expressly allowed by this Agreement. Purchaser shall be entitled to seek any and all remedies at law and equity, however damages shall be limited to actual costs incurred. In the event Purchaser elects to bring an action, it shall commence such action, if at all, within ninety (90) days after the scheduled Closing date hereunder.

8.3 The above default and damages provisions only apply to claims and damages that arise and result from a default for the failure of the Seller or Purchaser to Close. Unless otherwise specifically limited elsewhere in the Agreement, Seller and Purchaser shall retain all rights and remedies provided in law and equity to seek redress of any other default or breach of this Agreement.

ARTICLE IX **DEVELOPMENT AGREEMENT**

9.1 In the event the Purchaser purchases the Property, but only in that event, the Purchaser shall develop the Property pursuant to the terms and conditions prescribed in this Article.

9.2 The Purchaser shall build a free-standing Starbucks® franchise store, hereinafter referred to as "Project" and that comply with ordinances and codes of the County in effect at the time of start of construction, as well as all applicable state and federal laws and regulations.

9.3 The Project shall be constructed in material and substantial accordance with the Proposal Submitted by Purchaser in response to RFP 18-25, incorporated herein by reference, as may be amended or revised by Seller and Purchaser during the permit process.

9.4 Purchaser acknowledges and agrees that a condition precedent to the Seller issuing any building permit for the Project is that the plans, specifications and documentation submitted by Purchaser to Seller in support of Purchaser's application for any building permit for the Project

Exhibit A

shall show that the construction to occur under the requested building permit will materially and substantially meet the specifications, design, character and quality of the Project. Seller's issuance of any requested building permit for the Project shall not be unreasonably withheld or delayed, and when issued, shall serve as Seller's affirmation that the Project substantially meets the specifications, design, character, and quality called for in this Article IX.

9.5 Development Details:

a. The Purchaser shall complete the Project no later than Thirty (30) months from the Closing Date, hereinafter referred to as the "Project Completion Date."

b. If the Purchaser fails to complete the Project by the Project Completion Date, the Purchaser shall continue to diligently work to complete the Project, and Purchaser shall complete the Project.

c. Repurchase Option: If Purchaser fails to timely complete the Project by the Project Completion Date, Purchaser shall be in default of this Agreement and Purchaser agrees, that Seller, its successors, assigns and designees shall have the first option to repurchase the Property for the Purchase Price of Purchaser under this Agreement (\$500,000.00) (the "Repurchase Option"). The Repurchase Option may be exercised by the Seller, its successor, assign, or designee by giving written notice of the exercise of the Option to Purchaser within ninety (90) days after the Project Completion Date ("Option Notice") or the same shall be deemed waived. In the event that Seller, its successor, assign or designee shall exercise the Repurchase Option, the repurchase of the Property pursuant to this Section shall be closed on the sixtieth (60th) day after Purchaser receives written notice from Seller, its successor, assign or designee, of the exercise of the Repurchase Option (the "Option Period"). Title to the Property and all improvements located thereto shall be conveyed by Purchaser to Seller by Quitclaim Deed free and clear of any exceptions to title not in existence prior to the Closing Date or not placed or imposed on title to the Property by Seller. The Property shall be free from mechanic's and materialmen's liens for work performed in the development by Purchaser of the Property. In the event that Purchaser shall fail or refuse to close the resale of the Property pursuant to or in accordance with this Section, Seller, its successor, assign or designee shall have the right to enforce specific performance and any other rights and remedies at law or in equity.

d. The Project Completion Date shall be extended by the number of days any delay is caused by force majeure that delay completion of the project. It shall be the duty of the Purchaser to demonstrate that such delay is caused by an action outside the control or ability of Purchaser.

e. Completion of the Project shall occur when Certificate of Occupancy is issued by the Seller for the Project. Seller's issuance of these Certificates of Occupancy shall not be unreasonably withheld or delayed.

Exhibit A

ARTICLE X MISCELLANEOUS

10.1 Parties Bound: This Agreement may only be assigned with the written consent of Parties to this Agreement. Notwithstanding the foregoing, Purchaser has the right to assign its rights hereunder to an affiliate of Purchaser fully owned or under the same management or control as Purchaser without the prior consent of Seller. In the event of such an assignment, Purchaser shall not be released from any obligations under this Agreement. The Seller may not assign this Agreement without the prior written consent of the Purchaser. Any prohibited assignment shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties. Purchaser shall provide written notice to Seller no less than ten (10) days prior to Closing of any permitted assignment hereunder.

10.2 Headings: The article and paragraph headings of this Agreement are of convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

10.3 Invalidity And Waiver: If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible and so long as each party obtains the principal benefits for which it bargained, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

10.4 Governing Law: This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the laws of the State of New Mexico, and the Parties agree and consent that the venue for any cause of action arising from this Agreement shall only be the First Judicial District Court of Los Alamos.

10.5 Mediation: The parties agree that in the event a dispute arises regarding any of the duties, rights or obligations of any of the parties or regarding any provision in the Agreement, except default for failure to close as provided for in Article VIII of the Agreement, the parties shall first attend a mediation before a mutually agreed upon mediator, to attempt to resolve any disputes prior to filing any cause of action in law or equity. The party seeking mediation shall notify the other party, in writing, of its request to mediate, and said mediation shall occur within thirty (30) days of said notice unless mutually agreed otherwise by the parties in writing and the costs thereof shall be split equally by the parties.

10.6 Contractual Liability: The parties agree that this is a valid written contract for purposes of NMSA 1978, Section 37-1-23.

10.7 No Third Party Beneficiary: This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

Exhibit A

10.8 Entirety and Amendments: This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by both Parties.

10.9 Time: Time is of the essence in the performance of this Agreement.

10.10 Attorney's Fees: Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered, including but not limited to, judgment on appeal to the New Mexico Supreme Court, shall pay, to the extent allowed by law, the prevailing party's reasonable costs, charges, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

10.11 Notices: All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Paragraph 1.1. Any such notices shall be either (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon actual date of receipt, or, (ii) sent by overnight delivery for next business day delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered upon actual date of receipt, or, (iii) sent by facsimile, in which case notice shall be deemed delivered upon transmission of such notice and evidence of receipt of said transmission, with a hard copy mailed the same business day, or (iv) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. As regards notice by email transmission, the parties agree that an email transmission shall be a proper form of notice under this agreement, provided, the sender require that the email recipient acknowledge receipt of the email and upon such acknowledgment the notice shall be deemed to have been delivered; if acknowledgment of receipt of email is not forthcoming on the day the email was sent, the attempt to give notice via email shall nevertheless be regarded as having been received so long as the party seeking to give notice shall do so the following day by one of the methods enumerated above in this Article 10.11.

10.12 Construction: The parties acknowledge that both parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.13 Calculation Of Time Periods: Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

Exhibit A

10.14 Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange telephonic facsimile or electronic counterparts of the signature pages.

10.15 Section 1031 Exchange: At either party's request (with notice thereof and copies of all documents for execution by either party to be given to the other party not less than five (5) business days prior to Closing), either party will execute such documents and perform such other acts as the other party reasonably requests in cooperation with such party's effort to have the sale of the Property to Purchaser considered to be part of a so-called "like-kind exchange" under applicable provisions of the Internal Revenue Code of 1986, as amended ("IRS Code"), provided:

- a. All such documents shall be prepared by or at the direction and expense of the party making such request;
- b. Neither Party shall incur any expense or be required to assume any obligations in connection with the performance of this Section; and
- c. Any such requested conduct will not delay the closing of the transaction beyond the specified Closing Date.

By this Agreement or acquiescence to the exchange, neither party shall (i) have its rights under this Agreement affected or diminished in any manner, or (ii) be responsible for compliance with or be deemed to have warranted to the other that the exchange in fact complies with the IRS Code.

10.16 Disclaimer: EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE DOCUMENTS EXECUTED AT CLOSING, IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING SOLD AND CONVEYED HEREUNDER "**AS IS, WHERE IS, WITH ALL FAULTS**", WITH NO RIGHT OF SETOFF OR REDUCTION IN THE PURCHASE PRICE AND WITHOUT ANY REPRESENTATION OR WARRANTY BY SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. SELLER HAS NOT MADE AND IS NOT MAKING, EXCEPT AS HEREIN MADE IN WRITING, ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY, FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY, ACCURACY OF DIMENSIONS, AND RELATING IN ANY WAY TO HAZARDOUS MATERIALS OR ANY ENVIRONMENTAL MATTERS, SUITABILITY OF SOIL OR GEOLOGY, OR ABSENCE OF DEFECTS OR HAZARDOUS OR TOXIC MATERIALS OR WASTES; AND PURCHASER ACKNOWLEDGES AND REPRESENTS THAT PURCHASER IS ENTERING INTO THIS AGREEMENT WITHOUT RELYING UPON ANY SUCH STATEMENT, REPRESENTATION OR WARRANTY MADE BY SELLER OR BY SELLER'S AGENT OR BY ANY OTHER PERSON AND, EXCEPT AS HEREIN EXPRESSLY SET FORTH IN WRITING, IS ACQUIRING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INSPECTIONS, INVESTIGATIONS AND FINANCIAL ANALYSIS. PURCHASER ACKNOWLEDGES IT HAS HAD AN ADEQUATE OPPORTUNITY TO

Exhibit A

INSPECT THE PROPERTY AND PROPERTY INFORMATION AND HAS CONSULTED WITH SUCH EXPERTS AND PROFESSIONALS AS IT DEEMS APPROPRIATE.

IN WITNESS WHEREOF, the parties have entered into this Purchase and Sale Agreement effective as of the date first written above.

**VERDAD REAL ESTATE, INC.,
A TEXAS CORPORATION**

BY: _____
JASON KEEN, PRESIDENT
DATED THIS ____ DAY OF _____, 2018

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

**NAOMI D. MAESTAS,
COUNTY CLERK**

By: _____
**HARRY BURGESS, IN HIS CAPACITY AS COUNTY
MANAGER AND AS AN AUTHORIZED AGENT OF THE
INCORPORATED COUNTY OF LOS ALAMOS**
DATED THIS ____ DAY OF _____, 2018

Approved as to form:

**J. ALVIN LEAPHART
COUNTY ATTORNEY**

Exhibit A

EXHIBIT B

ACKNOWLEDGMENT BY ESCROW HOLDER

The Escrow Holder hereby agrees to perform its obligations under this Agreement and acknowledges receipt of the Earnest Money of _____ DOLLARS (\$_____.00), and a fully executed counterpart of this Agreement.

Escrow Agent shall hold and dispose of the Earnest Money in accordance with the terms of this Agreement. Seller and Purchaser agree that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Earnest Money in accordance with this Agreement. Escrow Agent shall incur no liability in connection with the safekeeping or disposition of the Earnest Money for any reason other than Escrow Agent's tortious acts or omissions. In the event that Escrow Agent shall be in doubt as to its duties or obligations with regard to the Earnest Money, or in the event that Escrow Agent receives conflicting instructions from Purchaser and Seller with respect to the Earnest Money, Escrow Agent shall not be required to disburse the Earnest Money and may, at its option, continue to hold the Earnest Money until both Purchaser and Seller agree as to its disposition or until a final judgment is entered by a court of competent jurisdiction directing its disposition, or Escrow Agent may interplead the Earnest Money in accordance with the laws of the state of New Mexico.

Escrow Agent shall not be responsible for any interest on the Earnest Money except as is actually earned, or for the loss of any interest resulting from the withdrawal of the Earnest Money prior to the date interest is posted thereon if such withdrawal is upon instruction of either the Seller or Purchaser.

By: _____

Name: _____

Title: _____

DATE: _____, 2018



County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals):

Presenters: Joanie Ahlers

Legislative File: OR0817-18b

Title

Incorporated County Of Los Alamos Ordinance No.682; an Ordinance authorizing the sale of certain County-owned real property within Tract MM to Los Alamos RE, LLC.

Recommended Action

I move that Council adopt Incorporated County Of Los Alamos Ordinance No. 682; an ordinance authorizing the sale of certain county-owned real property within Tract MM to Los Alamos RE, LLC and ask staff to assure it is published as provided in the County Charter.

County Manager's Recommendation

The County Manager recommends adoption of this Ordinance as presented.

Body

This Ordinance authorizes the sale of County-owned property identified as a portion of the Fire Station 6 parcel whose physical address is 457 East Road, Los Alamos, NM. The proposed parcel sites just west of Los Alamos County Fire Station 6, east of 195 East Road (the TRK Building) and south of the Los Alamos Animal Shelter.

The result of this lot split will result in a standalone parcel that is 32,212 sqft and will carry a deed restriction on its use for parking only. The portion of the parcel is currently owned by Los Alamos County, which is zoned PL- Public Land. The buyer will be petitioning Planning and Zoning for a zoning change to C-1, which will match the zoning of the eastern adjacent parcel of 195 East Road.

The benefit to Los Alamos County is that the additional sqft of land will enable the new owner of 195 East Road to be able to fully lease the property at 195 East Road with the ability to provide adequate parking. The current parking situation for 195 East Road is the property is significantly under parked by 25-35 spaces (depending upon occupancy use) and the parking on the west side of 195 East Road is currently on land that is lease from East Park Pool.

The Purchase and Sale Agreement outlines the details of the sale and deed restrictions as well as a commitment from Los Alamos RE to landscape the Right of Way at the time that they complete the parking lot development.

Council is authorized to sell county-owned real property and interests in real property through Chapter 14 of the Los Alamos County, New Mexico - Code of Ordinances. An appraisal dated

January 3, 2018 estimated the market value of parcel consisting of 32,000 Square Feet with a deed restriction of parking only at \$170,000 (\$5.31 per sqft). The County will be selling a slightly larger parcel consisting of 32,212 sqft, therefore the final purchase price will be \$171,045.00.

The key terms are:

Buyer agrees that the Property will be developed as parking only, to serve the adjacent property of 195 East Road.

Buyer agrees to landscape the Right of Way for the East Road (NM 502) frontage, provided that such landscaping shall include trees (minimum of 4) and shrubs (minimum of 6) to be completed at the time of construction of the parking lot.

Buyer agrees that the deed shall carry a restriction that limits the use of the Property to "parking only" in perpetuity.

Fiscal and Staff Impact/Planned Item

There should be minimal staff impact as a result of the sale of this parcel.

Alternatives

Council could choose to not adopt the Ordinance and the sale and development would not proceed, or Council could direct staff to amend the proposed ordinance and related agreement.

Attachments

A - Notice of Publication

B - Ordinance No.682

NOTICE OF ORDINANCE NO. 682

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Ordinance No. 682. This will be considered by the County Council at an open meeting on Tuesday, July 31, 2018 at 6:00 PM, at the Los Alamos County Municipal Building: 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 682

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN COUNTY-OWNED REAL PROPERTY WITHIN TRACT MM TO LOS ALAMOS RE, LLC

Council of the Incorporated County of Los Alamos

By: /s/ David Izraelevitz, Council Chair

Attest: /s/Naomi D. Maestas, County Clerk

TO BE PUBLISHED IN THE LA DAILY POST on Thursday, July 12, 2018

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 682

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN
COUNTY-OWNED REAL PROPERTY WITHIN
TRACT MM TO LOS ALAMOS RE, LLC**

WHEREAS, the Incorporated County of Los Alamos, New Mexico (the "County") is the holder and owner of certain real properties (the "Property") within parcels generally known as Fire Station 6 Parcel, in Los Alamos, New Mexico, and more particularly described in the attached Purchase, Sale and Development Agreement; and

WHEREAS, the Property is intended to be utilized by County for economic development of the community and to enhance County's self-sufficiency by reducing economic dependence on Los Alamos National Laboratory related revenues; and

WHEREAS, County finds that the sale of certain real property within Tract MM (Fire Station 6 Parcel) to Los Alamos RE, LLC, will be developed as a parking only to serve the adjacent property of 195 East Road and the deed shall carry a restriction that limits the use of the Property to "parking only" in perpetuity; and

WHEREAS, the current appraised fair market value of the Property has been determined by a qualified appraiser to be ONE HUNDRED SEVENTY-ONE THOUSAND FORTY-FIVE DOLLARS (\$171,045.00); and

WHEREAS, County agrees to sell the Property to Los Alamos RE, LLC, for ONE HUNDRED SEVENTY-ONE THOUSAND FORTY-FIVE DOLLARS (\$171,045.00) in cash at the closing which shall occur on or about October 1, 2018, in accordance with the terms and conditions contained in the Purchase and Sale Agreement; and

WHEREAS, under the conditions expressed herein, the Council of the Incorporated County of Los Alamos wishes to enter into a private sale of the land in accordance with NMSA 1978, Section 3-54-1B, and this Ordinance is subject to referendum as provided in such Section; and

WHEREAS, this Ordinance was published prior to its adoption pursuant to the provisions of Subsection J of Section 3-1-2, NMSA 1978 and Section 3-17-3, NMSA 1978.

BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS as follows:

Section 1. That the County Manager is authorized to negotiate and enter into a Purchase and Sale Agreement with Los Alamos RE, LLC, whereby County will receive a total of ONE HUNDRED SEVENTY-ONE THOUSAND FORTY-FIVE DOLLARS (\$171,045.00) for the Property, as outlined in the Purchase, Sale and Development Agreement, attached hereto as Attachment A.

Section 2. The County Manager is hereby authorized to finalize and execute the Purchase Agreement, Deed, and such other closing documents as may be reasonably necessary

to close the transaction authorized herein provided that the closing documents shall be substantially in a form acceptable to the County Attorney.

Section 3. The County Manager is directed to publish this Ordinance at least once within one (1) week after adoption of this Ordinance pursuant to Subsection J of Section 3-1-2, NMSA 1978, Subsection A of Section 3-17-3 NMSA 1978 and in accordance with NMSA 1978, Section 3-54-1D.

Section 4. This Ordinance shall be effective forty-five (45) days after publication of notice of its adoption.

Section 5. Severability. Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 6. Repealer. All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this 31st day of July, 2018.

**COUNCIL OF THE INCORPORATED COUNTY
OF LOS ALAMOS**

**David Izraelevitz,
Council Chair**

ATTEST:

**Naomi D. Maestas,
Los Alamos County Clerk**

Attachment A

PURCHASE AND SALE AGREEMENT FOR A PORTION OF TRACT MM, 457 EAST ROAD, LOS ALAMOS, NEW MEXICO 87544, TO LOS ALAMOS RE, LLC

1. PARTIES/PURCHASE. This Purchase and Sale Agreement ("**Agreement**"), effective as of the last date a party hereto executes the Agreement (the "**Effective Date**"), is made by and between the Incorporated County of Los Alamos ("**Seller**") who agrees to sell and convey to Los Alamos RE, LLC, a Colorado limited liability company ("**Buyer**") who agrees to buy from Seller the Property described in Paragraph 2 below, on the terms and conditions contained herein. Buyer and Seller are sometimes collectively referred to herein as the "**Parties**."

2. PROPERTY. Seller owns that certain real property in Los Alamos County, New Mexico located at 457 East Road, Los Alamos, New Mexico and described as Parcel 2 Eastern Area No 1 (the "**Fire Station 6 Parcel**") on that plat of survey recorded in Los Alamos County Clerk's office as document 132574 in Book 7, Page 24. A copy of such plat is attached hereto as Exhibit 1. Parcel MM, also known as the Fire Station 6 Parcel consists of approximately 84,000 sq. ft. The property ("**Property**") which is the subject of this Agreement consists of approximately 32,212 sq. ft. (0.739 acres) of land in the western portion of the Fire Station 6 Parcel as shown on Exhibit 2, along with all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances that belong or appertain to the Property and are owned by Seller, including, without limitation, all development and air rights, to the extent consistent with paragraph 3.C of this Agreement, but excluding any minerals, oil, gas and other hydrocarbon substances on and under the land. Seller at its sole cost and expense, shall cause the Property to be surveyed by a licensed surveyor in the state of New Mexico and certified to Buyer ("**Subdivision Survey**") and subdivided (Buyer shall have the right to approve the form of subdivision plat and any conditions included on said plat), and, upon completion of such subdivision and surveying, the legal description of the Property herein shall be conformed to the Subdivision Survey. The Subdivision Survey shall conform to all standards as may be required for subdivision purposes and for the deletion of Standard Exception No. 3 to Schedule B of the Owner's Policy of Title Insurance [NM Form 1 (eff. 3-1-16)/ATLA Owner's Policy (6-17-06)].

3. CONDITIONS OF SALE.

A. Buyer agrees that the Property will be developed as parking only, to serve the adjacent property of 195 East Road.

B. Buyer agrees to landscape the Right of Way for the East Road (NM 502) frontage, provided that such landscaping shall include trees (minimum of 4) and shrubs (minimum of 6) to be completed at the time of construction of the parking lot.

C. Buyer agrees that the deed shall carry a restriction that limits the use of the Property to "parking only" in perpetuity.

4. PURCHASE PRICE AND EARNEST MONEY. The purchase price ("**Purchase Price**") for the Property (subject to adjustment as described below) shall be calculated by multiplying the Net Square Footage (as defined below) by \$5.31. "**Net Square Footage**" shall mean the total gross square footage of the land, less any (i) land dedicated or required to be dedicated for public streets, sidewalks or any other public improvements, and (ii) areas that are subject to easements or public street rights of way that prohibit the construction of any

improvements (such as parking areas) other than landscaping. Notwithstanding anything to the contrary in the preceding sentence, areas required to be landscaped by Buyer pursuant to paragraph 3.B of this Agreement shall be included in the Net Square Footage regardless of topography or slope. The Net Square Footage shall be determined by the surveyor preparing the Survey. The Purchase Price shall be paid as follows:

| | |
|-------------------------------|--------------|
| A. Purchase Price: | \$171,045.00 |
| B. Earnest Money Deposit: | \$ 5,000.00 |
| C. Balance of Purchase Price: | \$166,045.00 |

The Earnest Money Deposit shall be paid to and deposited with Title Guaranty, LLC (the "**Title Company**") within three (3) business days of the **Effective Date**. The Earnest Money Deposit shall be credited to the Purchase Price at Closing (as hereafter defined), unless otherwise applied in accordance with the terms of this Agreement. The balance of the Purchase Price shall be paid by wire transfer or other immediately available certified funds acceptable to the Title Company at Closing. The Parties acknowledge and agree that Seller has not conditioned this Agreement on the use of any particular title company. Instead, the Parties have mutually agreed to designate Title Guaranty, LLC as the "Title Company" for purposes of this Agreement.

5. PRE-CLOSING AND DUE DILIGENCE COSTS. Buyer shall bear the cost of any inspections, tests, appraisals, and other activities related to Buyer's due diligence or financing. Each party shall bear the cost of its own attorneys and consultants.

6. CLOSING DATE AND CLOSING COSTS. The closing of the purchase and sale transaction contemplated under this Agreement ("**Closing**") shall take place in escrow at the offices of the Title Company within thirty (30) days of the satisfaction of all contingencies contained in this Agreement, or on such other date as the parties may mutually agree to in writing (the "**Closing Date**"). At Closing, the Parties shall deliver and execute the necessary documents to complete this transaction and submit the funds necessary to complete this transaction by wire transfer or other certified funds acceptable to the Title Company (and Seller agrees to deliver any reasonable and customary certificates and affidavits that may be required in the normal course by the Title Company, including, but not limited to affidavits stating that Seller has sole and exclusive possession of the Property, subject only to the Permitted Exceptions and stating that there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property during the twelve (12) months immediately preceding Closing). The Parties shall share equally in all costs of Closing, except as provided otherwise by this Agreement. Buyer shall pay all Closing costs which are incurred as a result of the recordation of the deed conveying the Property to Buyer, all costs of Buyer obtaining financing and all costs incurred as a result of requirement of the Buyer's lender, including but not limited to, appraisals, credit reports, mortgage recording fees, mortgagee's title commitment and policy, and loan transfer fees. Property-specific fees, including real estate taxes and assessments, shall be prorated between the Parties as of the Closing Date.

7. POST CLOSING. Following the satisfaction or waiver of all Contingencies set forth in paragraph 16 hereof, and the receipt of the Purchase Price and other items specified in paragraph 6 hereof, the Title Company shall (i) file the Deed of record, (ii) deliver the Deed and title insurance policy to Buyer, (iii) deliver such other documents as applicable to the proper party and (iv) disburse the funds as shown on the closing settlement statements. If the Contingencies are not satisfied or waived and the transaction does not close, the Title Company shall hold the

unrecorded documents and funds thereafter as agent for the parties. The documents and funds shall be delivered as provided in paragraph 16, below.

8. TITLE INSURANCE AND CONVEYANCE.

A. Buyer is responsible for all costs of title insurance, including the removal of any preprinted exclusions to the title insurance policy and the addition of any endorsements to such policy.

B. Seller shall convey the Property to Buyer by special warranty deed ("**Deed**") at Closing subject to the deed restrictions set forth in paragraph 3, *ad valorem* real estate taxes for 2018 subsequent years and any restrictions, and Permitted Exceptions (as defined in paragraph 16.A hereof).

C. Buyer will receive title under the name set forth above and the address for property tax notices shall be Buyer's address set forth in paragraph 13 below.

9. LEGAL DESCRIPTION. Seller shall provide an updated legal description of the Property at the time of Closing, consistent with the Subdivision Survey.

10. POSSESSION. Seller agrees that vacant and physical possession of the Property shall be delivered to Buyer at Closing. The Property shall be delivered in its present condition, unless otherwise required by this Agreement.

11. CASUALTY PROVISIONS. Prior to Closing, risk of loss or damage to the Property or any improvements located thereon, whether by fire, windstorm or other peril (including water damage) shall be on Seller, and in the event of loss, Buyer shall have the option (to be exercised by written notice to Seller within five (5) days after receipt of notice of loss) of canceling this Agreement and receiving back the earnest money or closing with the Property "as is" and receiving assignment at closing of Seller's portion of the insurance proceeds, if any, necessary to restore the Property to its present condition. If Buyer fails to timely notify Seller of its election, Buyer shall be deemed to have elected to close.

12. DEFAULT. Time is of the essence. If any payment or any other condition hereof is not made, tendered or performed by either Seller or Buyer as herein provided, then this Agreement, at the option of the party who is not in default, may be terminated by such party. In the event of such default by Seller, then the Earnest Money Deposit shall be returned to Buyer and Buyer shall have no further rights under this Agreement, except for the right of specific performance. In the event of such default by Buyer, the Earnest Money Deposit shall be forfeited by Buyer as fixed and liquidated damages and immediately paid to Seller and Seller shall have no further rights under this Agreement.

13. NOTICE. Any notice, demand, request, approval, or other communication (a "**Notice**") which, under the terms of this Agreement or under any statute, must or may be given by the parties, must be in writing and shall either be hand-delivered, transmitted by facsimile, sent by overnight courier or delivery service, or sent by United States Mail, registered or certified, return receipt requested and postage prepaid, addressed to the respective parties at the following addresses:

To Seller: County of Los Alamos
C/O Harry Burgess, County Administrator
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544
Facsimile: 505-662-8079

To Buyer: Los Alamos RE, LLC
c/o Leadership Circle, LLC
1521 Oxbow Drive, Suite 210
Montrose, Colorado 81401
Tel: 970-249-3398
Email: info@leadershipcirclellc.com

With a copy to: Pack & Rees, PLLC
7373 N. Scottsdale Road, Suite B210
Scottsdale, Arizona 85253
Attention: Stuart Pack
Facsimile: 480-264-2201

Title Company: Title Guaranty Company
1631 Central Avenue
Los Alamos, New Mexico 87544
Attention: Andrew Martinez
Facsimile: 505-662-6891

Notices, demands, requests, and exercises served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement (a) upon actual receipt, if hand-delivered, (b) upon confirmation of transmission, if sent by facsimile, (c) the date of deposit, if sent by U.S. Express Mail or overnight courier service, or (d) three (3) days after postmark, if sent by U.S. Mail. Copies of all notices shall also be given to the Tittle Company. Notices by a party may be given by legal counsel or the authorized agent of such party.

14. SURVIVAL CLAUSE. Terms of this Agreement that provide for rights, duties, and/or obligations that expressly or logically extend beyond the expiration or earlier termination of this Agreement, including indemnity obligations, shall survive such expiration or earlier termination of this Agreement and shall not merge at Closing; rather, they shall survive the Closing and bind the parties hereto.

15. BUYER'S DISCLOSURES. Buyer hereby discloses, represents and warrants to Seller that:

A. The sale of the Property hereunder is and will be made on an "as is, where is" basis and Seller has not made, does not make and specifically negates and disclaims any representations, warranties or guarantees of any kind or character, whatsoever, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property.

B. Buyer has or will complete all physical and financial examinations relating to the acquisition of the Property hereunder and will acquire the same solely on the basis of such examinations and the title insurance protection afforded by the title policy and not on any information provided or to be provided by Seller.

C. Any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information.

D. Seller shall not be liable for any negligent misrepresentation or any failure to investigate the Property nor shall Seller be bound in any manner by any verbal or written statements, representations, appraisals, environmental assessment reports or other information pertaining to the Property or the operation thereof, furnished by Seller or by any real estate broker, agent, representative, employee, servant or other person acting on Seller's behalf.

E. It is understood and agreed that the Property is sold by Seller and purchased by Buyer subject to the foregoing.

16. CONTINGENCIES. Buyer's obligations to purchase the Property shall be contingent upon the following:

A. Title Contingency. Buyer, at Buyer's expense, shall order a commitment to insure title (the "**Title Commitment**") from the Title Company within three (3) business days of the Effective Date. Buyer shall have twenty (20) days from the receipt of the Title Commitment (and all items listed as special exceptions therein) (the "**Title Review Period**") in which to object to the Title Commitment by delivering to Seller written notice of objection. If Buyer fails to notify Seller of any objections within the Title Review Period, Buyer shall be deemed to have accepted the Title Commitment, including any exceptions identified therein, and this Title Contingency shall be removed. Seller has the option to remove objections at its cost. If Seller elects to cure, it shall notify Buyer of its intent to cure within twenty (20) days of receipt of Buyer's written objection(s) and this Agreement shall remain in full force and effect. Failure of Seller to respond to Buyer's objection(s) within this period shall be deemed a refusal to cure any of them. Seller shall have five (5) business days from delivering notice of intent to cure to effect a cure of Buyer's title objections. If Seller is unable or unwilling to cure Buyer's title objections, Buyer may either choose to: (i) accept the Property as offered or remedied by the Seller and proceed to Closing; or (ii) terminate this Agreement and have returned the Earnest Money Deposit. Any exceptions to title not objected to by Buyer or as to which objections have been waived shall be deemed "**Permitted Exceptions.**"

B. Survey Contingency. Within three (3) business days of the Effective Date, Seller shall order the Subdivision Survey, which shall be sufficient for the creation of the Property by subdivision as contemplated by paragraph 2 hereof. Buyer shall have five (5) days from receipt of the Survey in which to object to the Survey or any condition revealed thereby ("**Survey Review Period**") by delivering to Seller written notice of objection. If Buyer fails to notify Seller of any objections within the Survey Review Period, Buyer shall be deemed to have accepted the Survey and this Survey Contingency shall be removed. Seller has the option to remove objection(s) at its cost. If Seller elects to remove the objection(s), it shall notify Buyer of its intent to cure within thirty (30) days of receipt of notice of Buyer's objection(s) and this Agreement shall remain in full force and effect. Failure of Seller to respond to Buyer's objection(s) within this period shall be deemed a refusal to cure any of them. Seller shall have five (5) business days from providing notice of intent to cure to effect a cure of Buyer's survey objections. If Seller is unable or unwilling to cure Buyer's survey objections, Buyer may either choose to: (i) accept the Property as offered or remedied by the Seller and proceed to Closing; or (ii) terminate this Agreement and have returned the Earnest Money Deposit.

C. Updates. If any title exceptions or survey matters are disclosed by updates of the Commitment and/or Survey or other title "date-downs" that affect the marketability or insurability of the title to the Property, Buyer may, within ten (10) days of receiving the update or "date-down" (the "**Update Review Period**"), object to any such matter by delivering to Seller written notice of objection. If Buyer fails to notify Seller of any objections within the Update Review Period, Buyer shall be deemed to have accepted the updated Title Commitment, including any exceptions identified therein, and this contingency shall be removed. Seller has the option to remove objections at its cost. If Seller elects to cure, it shall notify Buyer of its intent to cure within twenty (20) days of receipt of Buyer's written objection(s) and this Agreement shall remain in full force and effect. Failure of Seller to respond to Buyer's objection(s) within this period shall be deemed a refusal to cure any of them. Seller shall have five (5) business days from delivering notice of intent to cure to effect a cure of Buyer's objections. If Seller is unable or unwilling to cure Buyer's objections, Buyer may either choose to: (i) accept the Property as offered or remedied by the Seller and proceed to Closing; or (ii) terminate this Agreement and have returned the Earnest Money Deposit. Any exceptions to title not objected to by Buyer or as to which objections have been waived shall be deemed "**Permitted Exceptions.**" Notwithstanding anything herein contained to the contrary, any existing mortgages, deeds of trust, deeds to secure debt, mechanics' or materialmen's liens, judgment liens or similar monetary liens and encumbrances, as well as any tenants or other parties in possession of all or any portion of the Property, shall be automatically deemed matters to which objection is made by Buyer, regardless of whether Buyer gives written notice of objection thereto to Seller, and Buyer under no circumstances shall be deemed to have waived any such matters, nor shall same be considered Permitted Exceptions hereunder, unless such waiver shall be an express waiver in writing executed by Buyer.

D. Inspection Contingency. Buyer has thirty (30) days from the Effective Date ("**Inspection Period**") in which to secure whatever inspections Buyer feels it prudent to perform. Should Buyer desire to terminate this Agreement for any reason on or before the expiration of the Inspection Period, then Buyer may, at its option, terminate this Agreement by giving written notice of termination to Seller on or before the expiration of the Inspection Period whereupon Title Company shall immediately refund to Buyer the Earnest Money Deposit and this Agreement shall be deemed null and void and of no further force or effect with Buyer and Seller having no further rights, obligations or liabilities hereunder, except for matters that by the terms hereof expressly survive termination. Seller will provide Buyer or its agent reasonable access to the premises to perform inspections. Should inspections reveal any conditions that Buyer wishes Seller to remedy, Buyer will provide a written report of such condition to Seller within the Inspection Period. If Buyer fails to terminate this Agreement within the Inspection Period, Buyer will be deemed to have waived this Inspection Contingency. Seller has the option of remedying any reported condition(s) at its cost. If Seller elects to remedy the condition(s), it shall notify Buyer of its intent to cure within thirty (30) days of receipt of the report and this Agreement shall remain in full force and effect. Failure of Seller to respond within this period shall be deemed a refusal to cure any reported condition. Should Seller elect to perform the remediation, it will provide the results of its work to the Buyer within ten (10) days of completion. Buyer will then have ten (10) days to notify Seller in writing of its election to either (i) waive its Inspection Contingency and proceed to Closing, or (ii) terminate this Agreement and have returned the Earnest Money Deposit.

All inspections shall be paid for by Buyer. Buyer shall indemnify, defend, and hold Seller harmless from and against any and all costs, claims, liabilities or damages (including attorneys' fees) incurred by or asserted against Seller (including damage to the Property) arising out of or resulting from any inspection or survey of the Property made by or on behalf of Buyer.

17. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts by each of the signatories to this Agreement. The parties agree that signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" format may be used in place of original signatures on this Agreement.

18. ENTIRE AGREEMENT. This Agreement, together with the addenda or exhibits attached hereto, comprises the entire understanding and agreement of the parties hereto on the subject matter herein contained and supersedes all prior agreements or representations with respect to the Property not expressly set forth herein, is governed by the laws of the State of New Mexico and shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors, and assigns. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby. Time is of the essence of this Agreement.

19. ATTORNEYS' FEES. In the event of any action, suit or other proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, any gross receipts tax thereon, and legal costs and expenses, including those incurred on appeal and in any collection action.

20. SEVERABILITY. All of the provisions of this Agreement are hereby declared to be severable and a finding by any court of competent jurisdiction that any provision of this Agreement is void, unlawful, or unenforceable shall not affect the validity or enforceability of any other provision of this Agreement provided it is possible to accomplish the purpose of this Agreement, namely the conveyance of the subject Property following the finding by the court.

21. PRE-CLOSING INSPECTION. Buyer shall have the right to re-inspect that the Property (personally, or by a designated individual) within two (2) days prior to the Closing date for the limited purpose of permitting the Buyer to be assured that the Property is in the same condition as of the date of this Agreement.

22. DEFINITIONS. DAY(S) will be determined on a "calendar day" basis unless stated otherwise. If the final day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore will be extended to the next business day. Legal Holidays are described as: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. EFFECTIVE DATE is the date this Agreement is fully executed and delivered. DELIVERED means personally delivered, delivered by facsimile, mailed postage pre-paid, or by any method where there is evidence of receipt. The facsimile or e-mail transmission of a copy of this or any related document will constitute delivery of that document. The facsimile, e-mail or electronically transmitted signature shall have the same force and effect as an original signature. The MASCULINE includes the feminine. The SINGULAR includes the plural.

IN WITNESS WHEREOF, the parties have entered into this Purchase and Sale Agreement effective as of the date first written above.

LOS ALAMOS RE, LLC

BY: _____
MATT MILES, MANAGER **DATE**

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

By: _____
HARRY BURGESS
COUNTY MANAGER **DATE**

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

Exhibit 1

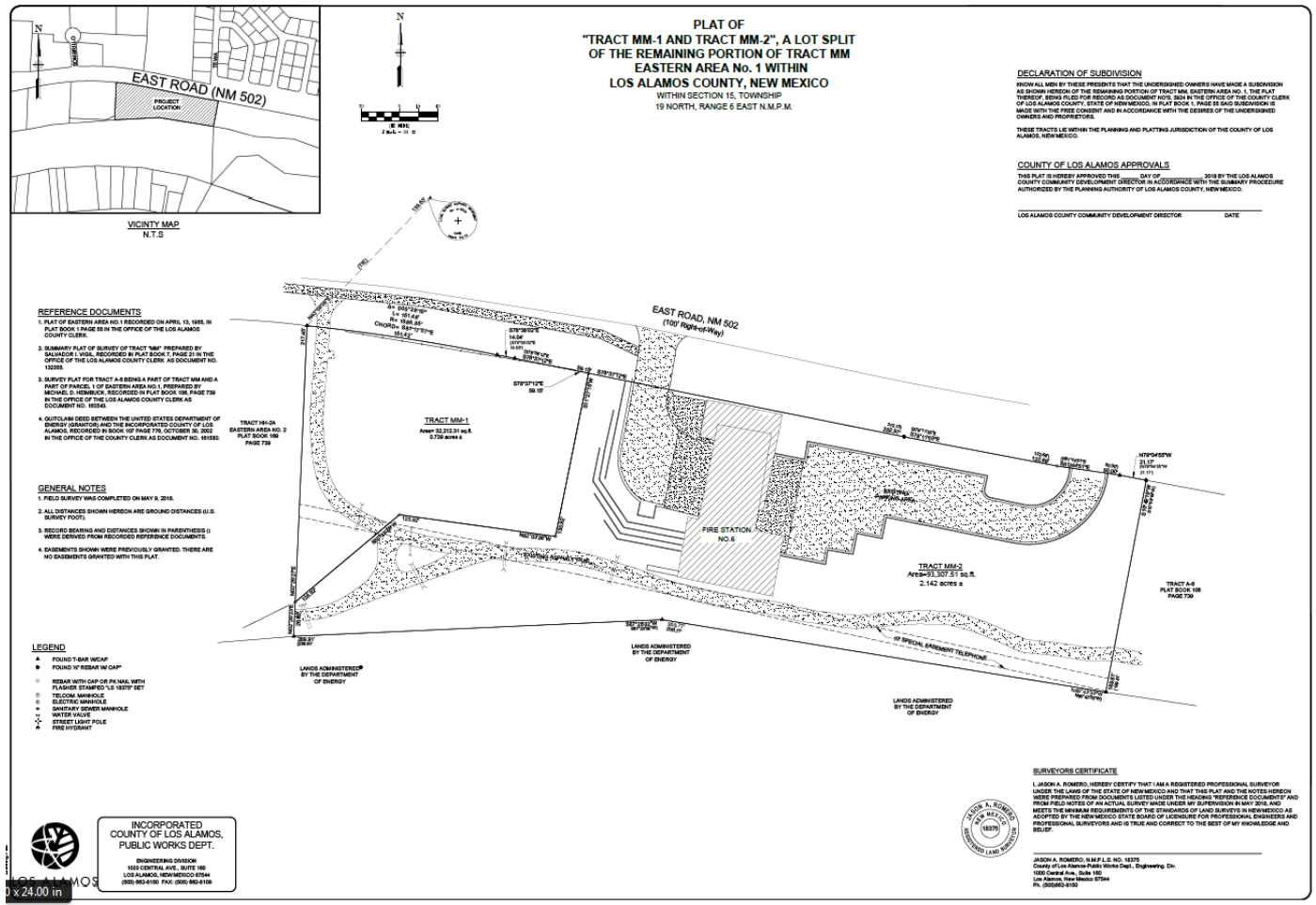


Exhibit 2





County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals):

Presenters: Steven Lynne, Deputy County Manager

Legislative File: OR0821-18b

Title

Incorporated County of Los Alamos Ordinance No. 684, an Ordinance Amending the Delayed Repeal of the County Regional Transit Gross Receipts Tax and Reauthorizing the Tax.

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Ordinance No. 684, an Ordinance Amending the Delayed Repeal of the County Regional Transit Gross Receipts Tax and Reauthorizing the Tax; I further move that, upon passage, the Ordinance be published in summary form.

County Manager's Recommendation

The County Administrator recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 684.

Board, Commission or Committee Recommendation

The North Central Regional Transit District (NCRTD) has passed a resolution calling for this action.

Body

The County is part of the NCRTD and has adopted Ordinance 534 which imposes a 1/8% GRT increment for the operation of the NCRTD. That ordinance has a delayed repeal clause which states that the ordinance would be repealed in 2024. The ordinance being introduced, No. 684, amends Ordinance 534 by replacing the existing repeal clause with the following:

Ordinance Number 534 is reauthorized at the current rate one eighth of one percent (.125%) in perpetuity (if it becomes law).

This effectively removes that sunset provision and the increment will stay in place until otherwise changed by members of the district.

The "(if it becomes law)" portion is included because the ordinance is not effective until approved by a majority of voters in the district. A separate ordinance, No. 685, would call for that election locally.

The governing State statute is included below for reference.

7-20E-23. County regional transit gross receipts tax; authority to impose; rate; election required.

-
- A. Upon a request by resolution of the board of directors of a regional transit district, a majority of the members of the governing body of each county that is within the district shall impose by identical ordinances an excise tax at the rate specified in the resolution, but not to exceed one-half percent of the gross receipts of any person engaging in business in the district for the privilege of engaging in business. A tax imposed pursuant to this section may be imposed by one or more ordinances, each imposing any number of tax rate increments, but an increment shall not be less than one-sixteenth percent of the gross receipts of any person engaging in business in the district and the aggregate of all rates shall not exceed one-half percent of the gross receipts of any person engaging in business in the district. The tax may be referred to as the "county regional transit gross receipts tax".
- B. Each governing body, at the time of enacting an ordinance imposing the tax authorized in Subsection A of this section, shall dedicate the revenue for the purposes authorized by the Regional Transit District Act [Chapter 73, Article 25 NMSA 1978].
- C. An ordinance imposing a county regional transit gross receipts tax shall not go into effect until after a joint election is held by all counties within the district and a majority of the voters of the district voting in the election votes in favor of imposing the tax. Each governing body shall adopt an ordinance calling for a joint election within seventy-five days of the date the resolution is adopted on the question of imposing the tax. The question shall be submitted to the voters of the district as a separate question at a general election or at a joint special election called for that purpose by each governing body. A joint special election shall be called, conducted and canvassed substantially in the same manner as provided by law for general elections. If a majority of the voters in the district voting on the question approves the ordinance imposing the county regional transit gross receipts tax, the ordinance shall become effective in accordance with the provisions of the County Local Option Gross Receipts Taxes Act. If the question of imposing the county regional transit gross receipts tax fails, the governing bodies shall not again propose the imposition of any increment of the tax for a period of one year from the date of the election.
- D. The governing body of a county imposing a county regional transit gross receipts tax shall transfer all proceeds from the tax to the regional transit district for the purposes specified in the ordinance and in accordance with the provisions of the Regional Transit District Act.
- E. As used in this section, "county within the district" means a county within which lies any portion of a regional transit district.

Alternatives

Council could choose not to adopt this ordinance.

Fiscal and Staff Impact/Planned Item

There is minimal staff impact and minimal immediate fiscal impact. If the ordinance is adopted and then approved by a majority of the voters in the District, then this 1/8% GRT increment will not be repealed in 2024 and will continue in place until otherwise changed by members of the district.

Attachments

A - Publication Notice Ordinance No. 684

B - Incorporated County of Los Alamos Ordinance No. 684

NOTICE OF ORDINANCE NO. 684

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Ordinance No. 684. This will be considered by the County Council at an open meeting on Tuesday, July 31, 2018 at 6:00 PM, at the Los Alamos County Municipal Building: 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 684

**AMENDING THE DELAYED REPEAL OF THE COUNTY REGIONAL TRANSIT GROSS RECEIPTS TAX
AND REAUTHORIZING THE TAX**

Council of the Incorporated County of Los Alamos

By: /s/ David Izraelevitz, Council Chair

Attest: /s/Naomi D. Maestas, County Clerk

TO BE PUBLISHED IN THE LA DAILY POST on Thursday, July 12 and 19, 2018

ORDINANCE NO. 684

**AMENDING THE DELAYED REPEAL OF THE COUNTY REGIONAL TRANSIT
GROSS RECEIPTS TAX AND REAUTHORIZING THE TAX**

BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO: that Section 6 of Ordinance Number 534, effective July 1, 2009, and imposing a one eighth of one percent (.125%) County Regional Transit Gross Receipts Tax is hereby amended by replacing it entirely with the following new Section 6:

"Section 6. Delayed Repeal. (Optional) Ordinance Number 534 is reauthorized at the current rate of one eighth of one percent (.125%) in perpetuity (if it becomes law)."

The effective date of this amendment shall be January 1, 2019 or July 1, 2019 whichever date occurs first after the expiration of at least three months from the date this ordinance is delivered or mailed to the Taxation and Revenue Department.

ADOPTED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS this 31st day of July 2018.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS**

ATTEST:

By: _____
David Izraelevitz, Chair

Naomi D. Maestas, County Clerk

Approved as to Form:

J. Alvin Leaphart, IV, County Attorney



County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: C.

Index (Council Goals):

Presenters: Naomi Maestas, County Clerk and Steven Lynne, Deputy County Manager

Legislative File: OR0822-18b

Title

Incorporated County of Los Alamos Ordinance No. 685 County Regional Transit Gross Receipts Tax Reauthorization Election.

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Ordinance No. 685 County Regional Transit Gross Receipts Tax Reauthorization Election; I further move that, upon passage, the Ordinance be published as required.

County Manager's Recommendation

The County Administrator recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 685.

Board, Commission or Committee Recommendation

The North Central Regional Transit District (NCRTD) has passed a resolution calling for this action.

Body

Ordinance No. 685 would place the following question on the November 6, 2018 General Election ballot:

COUNTY REGIONAL TRANSIT GROSS RECEIPTS TAX REAUTHORIZATION

Do you support reauthorization of the existing County Regional Transit Gross Receipts Tax of one-eighth of one percent (1/8%) to finance the operational costs and capital expenditures of passenger transportation in the North Central Regional Transit District by repealing the 2024 expiration of the tax?

FOR REAUTHORIZATION _____

AGAINST REAUTHORIZATION _____

Ordinance No. 684 implements this GRT reauthorization action locally, but it is not effective until approved by a majority of voters in the District. The ordinance being introduced, No. 685, is required to place this question on the ballot.

The governing State statute is included below for reference.

7-20E-23. County regional transit gross receipts tax; authority to impose; rate; election

required.

A. Upon a request by resolution of the board of directors of a regional transit district, a majority of the members of the governing body of each county that is within the district shall impose by identical ordinances an excise tax at the rate specified in the resolution, but not to exceed one-half percent of the gross receipts of any person engaging in business in the district for the privilege of engaging in business. A tax imposed pursuant to this section may be imposed by one or more ordinances, each imposing any number of tax rate increments, but an increment shall not be less than one-sixteenth percent of the gross receipts of any person engaging in business in the district and the aggregate of all rates shall not exceed one-half percent of the gross receipts of any person engaging in business in the district. The tax may be referred to as the "county regional transit gross receipts tax".

B. Each governing body, at the time of enacting an ordinance imposing the tax authorized in Subsection A of this section, shall dedicate the revenue for the purposes authorized by the Regional Transit District Act [Chapter 73, Article 25 NMSA 1978].

C. An ordinance imposing a county regional transit gross receipts tax shall not go into effect until after a joint election is held by all counties within the district and a majority of the voters of the district voting in the election votes in favor of imposing the tax. Each governing body shall adopt an ordinance calling for a joint election within seventy-five days of the date the resolution is adopted on the question of imposing the tax. The question shall be submitted to the voters of the district as a separate question at a general election or at a joint special election called for that purpose by each governing body. A joint special election shall be called, conducted and canvassed substantially in the same manner as provided by law for general elections. If a majority of the voters in the district voting on the question approves the ordinance imposing the county regional transit gross receipts tax, the ordinance shall become effective in accordance with the provisions of the County Local Option Gross Receipts Taxes Act. If the question of imposing the county regional transit gross receipts tax fails, the governing bodies shall not again propose the imposition of any increment of the tax for a period of one year from the date of the election.

D. The governing body of a county imposing a county regional transit gross receipts tax shall transfer all proceeds from the tax to the regional transit district for the purposes specified in the ordinance and in accordance with the provisions of the Regional Transit District Act.

E. As used in this section, "county within the district" means a county within which lies any portion of a regional transit district.

Alternatives

Council could choose not to adopt this ordinance.

Fiscal and Staff Impact/Planned Item

There is minimal staff and fiscal impact to including this question on the general election ballot.

Attachments

A - Publication Notice

B - Incorporated County of Los Alamos Ordinance No. 685

NOTICE OF ORDINANCE NO. 685

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Ordinance No. 685. This will be considered by the County Council at an open meeting on Tuesday, July 31, 2018 at 6:00 PM, at the Los Alamos County Municipal Building: 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 685

COUNTY REGIONAL TRANSIT GROSS RECEIPTS TAX REAUTHORIZATION ELECTION.

Council of the Incorporated County of Los Alamos

By: /s/ David Izraelevitz, Council Chair

Attest: /s/Naomi D. Maestas, County Clerk

TO BE PUBLISHED IN THE LA DAILY POST on Thursday, July 12 and 19, 2018

ORDINANCE NO. 685
COUNTY REGIONAL TRANSIT GROSS RECEIPTS TAX
REAUTHORIZATION ELECTION.

Section 1. An election on the question whether to reauthorize the County Regional Transit Gross Receipts Tax shall be presented to the registered qualified electors of Los Alamos County, New Mexico coincident with the general election on November 6, 2018.

Section 2. The County Clerk shall, at least one time, not more than twelve (12) days and not less than seven (7) days prior to the Election date, give notice of the County Regional Transit Gross Receipts Tax Reauthorization Election question by publishing and posting the Proclamation in the County in accordance with NMSA 1978, Sections 1-11-1 through 1-11-3.

“LOS ALAMOS COUNTY, NEW MEXICO

NOTICE OF COUNTY REGIONAL TRANSIT GROSS RECEIPTS TAX REAUTHORIZATION
ELECTION TO BE HELD ON NOVEMBER 6, 2018

NOTICE IS HEREBY GIVEN that at the general election (the “Election”) to be held in Los Alamos County, New Mexico (“the County”) on Tuesday, the 6th day of November 2018, there will be presented for vote to the qualified registered electors of the County the following question:

COUNTY REGIONAL TRANSIT GROSS RECEIPTS TAX REAUTHORIZATION

Do you support reauthorization of the existing County Regional Transit Gross Receipts Tax of one-eighth of one percent (1/8%) to finance the operational costs and capital expenditures of passenger transportation in the North Central Regional Transit District by repealing the 2024 expiration of the tax?

FOR REAUTHORIZATION ____

AGAINST REAUTHORIZATION ____

The polls, except the absentee precinct, for the Election will be open between the hours of 7:00 a.m. and 7:00 p.m. on November 6, 2018. The polls shall be located within the County as follows with numbers on the left indicating the precinct number served by the polling place:

PRECINCTS:

| | |
|---------------|---|
| 1 through 6 | White Rock Town Hall, 139 Longview Drive |
| 7 through 11 | LAC Municipal Building, 1000 Central Avenue |
| | Betty Ehart Senior Center, 1011 Bathtub Row |
| 12 through 17 | LAC Golf Course, 4244 Diamond Drive |

The County’s qualified electors are eligible to vote on the Election Question. No judge or clerk of election shall allow a person to vote unless he or she is duly registered as a voter with the County Clerk.

Persons desiring to vote at the Election must be registered to vote. Any person who is otherwise qualified to vote and who is not currently registered may register at the office of the Los Alamos County Clerk on or before October 9, 2018.

The vote shall be canvassed as provided in Section 1-13-1 NMSA 1978, et seq., and the County Council shall certify the results of the Election and file the certificate of canvass in the official minute book of the County.”

Section 3. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. In the event that the electorate does not reauthorize the tax at the November 6, 2018 general election the County directs that the matter be placed upon the 2019 Local Election ballot.

PASSED, APPROVED AND ENACTED this 31st day of July 2018, by the Governing Body of the Incorporated County of Los Alamos.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS**

ATTEST:

By: _____
David Izraelevitz, Chair

ATTEST:

Naomi D. Maestas, County Clerk

Approved as to Form:

J. Alvin Leaphart, IV, County Attorney



County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: D.

Index (Council Goals): * 2018 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure Including Updated Enterprise Software and Permitting

Presenters: Bob Westervelt, Deputy Utilities Manager - Finance/Admin

Legislative File: OR0823-18b

Title

Incorporated County of Los Alamos Code Ordinance No. 683, An Ordinance to Authorize the Refinance and Reissuance of Amended Loan and Promissory Note Agreements with the New Mexico Environment Department to Reflect a Reduction of the Prior Loan Principal Balance, Lowered Interest Rate and Extension of the Payment Term

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Ordinance No. 683, An Ordinance to Authorize the Refinance and Reissuance of Amended Loan and Promissory Note Agreements with the New Mexico Environment Department to Reflect a Reduction of the Prior Loan Principal Balance, Lowered Interest Rate and Extension of the Payment Term; I further move that, upon passage, the Ordinance be published in summary form.

Utilities Manager Recommendation

The Utilities Manager recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 683

Board, Commission or Committee Recommendation

The Board of Public Utilities recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 683

Body

In January/February 2018 the BPU and Council enacted an ordinance and resolution authorizing transfer of excess cash reserves from the Gas fund to the Wastewater fund. \$2.5 million was transferred and in February those funds were used to pay down the balance of the outstanding loan that was used for construction of the Los Alamos Wastewater Treatment Plant. Without refinancing, that action would simply serve to shorten the life of the loan, but would not do anything to lower annual payments. By refinancing, we can return the loan to its original term or extend for a slightly longer term, and by doing so reduce annual debt service requirements, improving cash flow and establishing some flexibility for future capital planning or rate actions.

In addition, in 2017 NMED adopted new, lower rates for loans of this type, and we have the opportunity to refinance the existing debt, which is at a rate of 3% annual interest & administrative fees, to a revised combined rate of 2 3/8%, providing for further cost savings to the utility and rate payors.

Over the past several months the Board has considered several refinance options, including refinancing at the lower rate for the new shorter term established by the \$2.5M paydown, extending the term back out to the original twenty-year term, or extending further to 25 or 30 years total repayment period. While total cost of the longer term is slightly higher, annual cash flow is significantly improved by extending. After considering the various alternatives, the Board elected to pursue the twenty-five-year repayment schedule for the loan. This alternative provides significant near-term funds availability which can be used to accelerate the projects schedule, reduce projected future rate increases, achieve financial targets earlier than previously had been anticipated, or any combination of these objectives. The Board of Public Utilities felt this alternative represented the best balance between short term improved cash flow and total long-term financing cost. This ordinance authorizes and effects that refinancing option.

Attached is a re-presentation of the Ten-Year Financial Forecast that was included with DPU's FY19/20 budget package. As shown, and discussed in "financial impact" below, for the budget we had assumed refinancing this loan back out to its original twenty-year term at the lower rate, but had not considered the five-year term extension. Debt service on this loan in the budget is \$775,982, so this proposed refinance saves \$268,578 from that budgeted amount. Total budgeted debt service includes two smaller loans that are not included in or affected by this refinancing. The attached ten-year projection reflects the changes and shows the annual and cumulative effect of this proposed refinance compared to previously budgeted numbers. Note - the ten-year projection attached includes the projected loan and debt service on a new White Rock Treatment Plant loan. The budgeted debt service figures were on that loan at \$14M, but current estimates indicate a loan of up to \$17M may be necessary. The "revised debt service" includes debt service on that loan at the revised \$17M amount. It is noteworthy that the annual savings and cumulative difference is still a significant positive amount.

Alternatives

Several alternative financial scenarios were presented and discussed by the Board at the May 2018 regular meeting. Any of those scenarios could be reconsidered as an alternative to the proposal presented here. A summary of those alternatives is attached herewith as Attachment F.

Fiscal and Staff Impact/Planned Item

The net effect of this refinance is to lower the annual payments on this loan from \$964,888.54 to \$507,403.58, an annual reduction of \$457,484.96. The total cost of financing (total of all payments) increases from \$18,272,608.89 to \$18,844,969.19, or by \$572,360.30. In addition, there is a 2% refinance fee which amounts to \$140,590.09.

As noted previously, for the FY19 budget package we had assumed refinancing this loan back out to its original twenty-year term at the lower rate, but had not considered the five-year term extension. Debt service on this loan in the budget is \$775,982, so this proposed refinance saves \$268,578 from that budgeted amount.

Attachments

- A - Incorporated County of Los Alamos Ordinance No. 683
- B - LAC Amended Refinance Loan Agreement_1438143R
- C - LAC Amended Refinanced Promissory Note_1438143R
- D - Original Final Promissory Note, dated February 28, 2011

E - Revised Ten -Year Financial Forecast
F - Summary analysis of net cash effect of refinancing alternatives considered.
G - Publication Notice

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 683

AN ORDINANCE TO AUTHORIZE THE REFINANCE AND REISSUANCE OF AMENDED LOAN AND PROMISSORY NOTE AGREEMENTS WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT TO REFLECT A REDUCTION OF THE PRIOR LOAN PRINCIPAL BALANCE, LOWERED INTEREST RATE, AND EXTENSION OF THE PAYMENT TERM

(NMED CWSRF LOAN NO. CWSRF 1438143R)

WHEREAS, the Incorporated County of Los Alamos ("County") on October 4, 2005, pursuant to NMSA 1978, Chapter 3, Article 31 and Chapter 4, Article 62, adopted County Ordinance No. 518 which authorized the County and Department of Public Utilities (DPU) to incur indebtedness via a promissory note and loan ("Loan") with the State of New Mexico Environment Department (NMED) through the State's Clean Water State Revolving Fund (CWSRF); and

WHEREAS, the Loan amount of CWSRF No. 1438143R, with a rate of interest of Two Point Five Six Four Four Percent (2.5644%) and an administrative fee of Zero Point Four Three Five Six Percent (0.4356%) per annum, was Fourteen Million Three Hundred Fifty-Five Thousand One Hundred Four Dollars and Ninety-Nine Cents (\$14,355,104.99); and

WHEREAS, such loan was necessary for the construction and upgrade of the Los Alamos Wastewater Treatment Plant and facilities; and

WHEREAS, County completed the construction and upgrade of the Los Alamos Wastewater Treatment Plan in February 2011; and

WHEREAS, County, through the DPU, has timely made all payments on the Loan to date; and

WHEREAS, the Board has recommended and the County Council has approved, pursuant to County Ordinance, transfer of approximately Two Million Five Hundred Thousand Dollars (\$2,500,000.00) from County's Gas Fund account to County's Sewer Utility Fund account to pay down the Loan's principal balance; and that action was accomplished February 7, 2018; and

WHEREAS, after discussing the refinance of the remaining principal with the NMED, NMED proposed that County could refinance the remainder of the Loan with the lowered balance and a lower current interest rate and an increased term of the Loan; and

WHEREAS, while extending the term of the Loan, this refinancing will lower the original Loan's monthly payment by Four Hundred Fifty-Seven Thousand Four Hundred Eighty-Five Dollars (\$457,485.00) which will improve overall cash flow for the utility and will allow for flexibility for future capital improvements and necessary rate actions for the utility; and

WHEREAS, the prior Loan and current Refinance Documents require that the DPU Sewer Revenues have sufficient income to cover repayment of the loan through net revenues; and

WHEREAS, County's Chief Financial Officer has reviewed and affirmed that all debt coverage requirements of the refinanced Loan for any DPU outstanding revenue bonds or indebtedness against the revenue of the Sewer system are or will be adequately met; and

WHEREAS, all other terms, conditions, and requirements of the Loan and Ordinance 518, remain intact and unchanged except as provided herein; and

WHEREAS, the Board, at a regularly scheduled and properly noticed meeting, after hearing and consideration has recommended to the County Council that the Loan be refinanced; and

WHEREAS, the County Council has determined that it is necessary and in the best interest of the County to accept and enter into the Refinance Loan Agreement and Refinance Promissory Note and to execute and to deliver both to the NMED.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS, as follows:

Section 1. Findings. The County Council hereby finds and declares that it has considered all necessary and relevant information to date, and hereby makes the following findings:

Necessity. After numerous discussions and review by the County Council, County's Board of Public Utilities ("Board"), the Department of Public Utilities' staff, and the public, it has been determined that refinance of the 2005 NMED Clean Water State Revolving Fund Loan No. 1438143R ("Loan"), is necessary to ensure that future funding of County's White Rock Wastewater Treatment Plant (WWTP) receives the best loan terms and rates of interest for new construction. As noted in the recitals, County, in conjunction with the refinancing of the Loan, has paid down the Loan balance by Two Million Five Hundred Thousand Dollars (\$2,500,000.00), reducing the principal to be refinanced to Seven Million Twenty-Nine Thousand Five Hundred Four Dollars and Thirty-Seven Cents (\$7,029,504.37) with a new financing interest rate of Two Point Zero Two Four Percent (2.024%) and an administrative fee of Zero Point Three Five One Percent (0.351%) for a total rate of Two Point Three Seven Five Percent (2.375%).

a. Amendment and Refinancing of the Loan. Attached to this Ordinance as Attachments A and B are the proposed Refinance Loan and Refinance Promissory Note documents ("Refinance Documents"). The Refinance Documents replace the prior authorized Loan documents including the Loan and Promissory Note for NMED Loan No. CWSRF 1438143R.

Section 2. Authorization of Refinance Loan Agreement and Refinance Promissory Note.

a. Authorization and Basic Terms of Loan and Loan Agreement. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the County, it is hereby declared necessary that County execute and deliver, and County's Utilities Manager, in consultation with the County Attorney's Office, is hereby authorized to execute and deliver the Refinance Documents together with this Ordinance to the NMED.

b. It is understood and authorized that the final Refinance Documents loan amount and terms may be adjusted to compensate and be adjusted for the accruing interest on principal until the execution of the Refinance Documents, but shall be in substantial conformity to Attachments A and B attached hereto.

c. All other terms, conditions, covenants, and requirements as provided in Ordinance 518 and the final Loan authorized therein, remain unaltered and unchanged, except as provided herein (*i.e.*, term, interest rate, refinance administrative fee, and principal).

Section 3. Special Limited Obligations. The Refinance Documents and all payments of principal and interest thereon, and as originally provided in Ordinance 518, shall be special limited, and not general, obligations of County and shall be payable and collectible solely from Net Revenues of the Sewer System as defined in Ordinance 518 which are irrevocably pledged (but not exclusively pledged) as set forth in Section 12 of Ordinance 518. The NMED, as Lender, may not look to any general or other County fund for the payment of the principal of or interest on the Refinance Documents except the designated special funds pledged therefor. The Refinance Documents shall not constitute indebtedness or debts within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or be held to be general obligations of County and shall recite that they are payable and collectible solely out of the Net Revenues of the Sewer System, the income from which is so pledged, and that the holders of the Loan Agreement and the Note may not look to any general or other County fund for the payment of the principal of and interest on the Loan Agreement or the Note.

Section 4. Ordinance Irrepealable. After the Refinance Documents have been executed and delivered, this Ordinance shall be and remain irrepealable until the Refinance Loan has been fully paid, canceled and discharged or there has been defeasance of the Refinance Documents as provided in this Ordinance or Ordinance 518.

Section 5. Effective Date. This Ordinance shall become effective upon its final passage and approval by at least 3/4ths of all members of the Los Alamos County Council and shall be recorded with the Los Alamos County Clerk and published in accordance with the Charter of the Incorporated County of Los Alamos.

Section 6. Severability. Should any section, paragraph, clause or provision of this Ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 7. Repealer. All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this 31st day of July, 2018.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS**

David Izraelevitz, Council Chair

ATTEST: (Seal)

**Naomi D. Maestas,
Los Alamos County Clerk**

Attachments:

- A. Refinance Loan Agreement (Draft)
- B. Refinance Promissory Note (Draft)

ATTACHMENT A

Incorporated County of Los Alamos
Refinance Loan Agreement

REFINANCE LOAN AGREEMENT
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING LOAN FUND-ALSO KNOWN AS-
THE WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM

CWSRF REFINANCE LOAN NO. 1438143R

I. Refinance Loan Agreement. This refinance loan agreement ("Agreement") is made and entered into this the ____ day of _____, 2018 by and between the **State of New Mexico Environment Department (NMED)** and the **Incorporated County of Los Alamos**, ("Borrower"), effective on the date of last signature below. The Borrower enacted Ordinance No.518 (Ordinance) on October 25, 2005 which authorized the Borrower to incur indebtedness with NMED for improvements to its sanitary sewer system, a.k.a., wastewater treatment and collection system, and has also enacted Ordinance No. 683, on _____, 2018, authorizing this Refinance Loan Agreement ("Agreement"). This Agreement amends ("refinances") the prior NMED Final Loan Agreement as entered by the parties hereto as dated February 28, 2011 (**NMED CWSRF Loan No. 1438143R**), by lowering the interest rates and charges assessed on the remaining principal balance and increasing the term of the loan and levies a **2.00%** refinance administrative fee on the remaining principal balance. All terms and conditions as agreed to and provided in Borrowers' Ordinance 518, dated October 4, 2005 remain effective, except as provided in Borrower's Ordinance No. 683, adopted _____, 2018 and effective _____, 2018, this Agreement, and the Refinance Promissory Note.

II. Party Contacts. The following are the agreed upon Party contacts for this Agreement.

| | |
|---|---|
| <u>Borrower:</u> Incorporated County of Los Alamos, Department of Public Utilities 1000 Central Avenue, Suite 130 Los Alamos, NM 87544 | <u>NMED:</u> New Mexico Environment Department Clean Water State Revolving Fund Program P.O. Box 5469 Santa Fe, NM 87502-5469 |
| <u>Borrower's Contact Information:</u> James Alarid Deputy Utility Manager-Engineering Office: 505-663-3420 Email: james.alarid@lacnm.us | <u>NMED Contact Information:</u> Andrea Telmo, Project Manager Office: (505) 222-9512 Email: andrea.telmo@state.nm.us |

ATTACHMENT A

Incorporated County of Los Alamos Refinance Loan Agreement

| | |
|---|---|
| Robert K. Westervelt Deputy Utility Manager- F&A Office 505-662-8001 / Cell 505-695-8448 Email: robert.westervelt@lacnm.us | CWSRF Construction Programs Bureau Office: (505) 827-2806 Email: cpbinfo@state.nm.us |
| Cathy D'Anna Business Operations Manager Office: 505-662-8198 Email: catherine.danna@lacnm.us | Gail Craven, Loan Manager Office: (505) 827-9691 Email: gail.craven@state.nm.us |

Incorporated as part of this Agreement, as though fully set forth herein, are the following:

1. Refinance Loan Ordinance (Ordinance No. 683);
2. Refinance Promissory Note; and
3. Refinance Loan Amortization Schedule.

II. AMOUNT:

This Agreement will amend and refinance NMED Loan No. CWSRF 1438143R, which at the effective date, has a principal balance of **\$7,029,504.37** at a new financing rate of **2.375%** which consists of annual interest rate of **2.0240%** plus an annual administrative fee of **0.3510%**, upon the terms and conditions set forth in this Agreement and the Refinance Promissory Note.

III. DISCLOSURE STATEMENT

A. FINANCE COSTS:

| ANNUAL PERCENTAGE RATE: <i>Interest rate plus administrative fee.</i> | AMOUNT FINANCED: | INTEREST CHARGES: <i>The total the credit will cost.</i> | ADMINISTRATIVE FEE PAYMENTS: <i>The total administrative fee dollar amount.</i> | TOTAL OF PAYMENTS: <i>The amount you will have paid after all payments have been made as scheduled.</i> |
|--|-----------------------|--|---|---|
| 2.375% | \$7,029,504.37 | \$1,360,431.81 | \$235,924.67 | \$8,625,860.87 |

B. REPAYMENT SCHEDULE

Principal and interest payments to be made by Borrower shall be made as follows:

| NUMBER OF PAYMENTS | AMOUNT OF PAYMENT | WHEN PAYMENTS ARE DUE |
|--------------------|----------------------|-----------------------|
|--------------------|----------------------|-----------------------|

ATTACHMENT A

**Incorporated County of Los Alamos
Refinance Loan Agreement**

| | | |
|---|---------------------|--|
| 17 equal annual Installments | \$507,403.58 | Beginning <i>April 7, 2019</i> and each <i>April 7</i> , thereafter through 2035 . |
|---|---------------------|--|

C. REFINANCE COST:

A one-time **2.00%** refinancing fee of **\$140,590.09** is assessed on the principal balance outstanding of **\$7,029,504.37**. This payment is due at the time the Borrower submits a signed copy of this Agreement.

The parties have executed this Agreement on the dates set forth by their respective names.

REFINANCE LOAN Issued and administered by:

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

By: _____
(Signature of NMED Official)

Title: _____

Date: _____

By executing this Agreement, the undersigned Borrower represents that he/she is duly authorized to act on behalf of the Borrower.

By: _____
(Signature of Authorized Borrower Official)

Title: _____

Date: _____

ATTEST:

By: _____

ATTACHMENT A

**Incorporated County of Los Alamos
Refinance Loan Agreement**

(Signature of Witness)

Title: _____

Date: _____

DRAFT

ATTACHMENT B

Incorporated County of Los Alamos
Refinance Promissory Note

**REFINANCE PROMISSORY NOTE TO NEW MEXICO ENVIRONMENT DEPARTMENT
CLEAN WATER STATE REVOLVING LOAN FUND -also known as-
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM**

Date: _____

This Refinance Promissory Note amends and replaces the Final Promissory Note dated February 28, 2011. This refinance and amendment to the original Final Promissory Note is intended to lower the annual interest rate and finance charges on the outstanding principal balance and shall be effective on the date of last signature below.

FOR VALUE RECEIVED, the **Incorporated County of Los Alamos**, through its Department of Public Utilities ("Borrower") hereby promises to pay pursuant to the Refinance Loan Agreement to the order of the **State of New Mexico, Environment Department**, in connection with the State's Clean Water State Revolving Fund Loan Program (NMED) at NMED's office located at:

New Mexico Environment Department
Construction Programs Bureau
P.O. Box 5469
1190 S. St. Francis Drive
Santa Fe, New Mexico 87502-5469

or at such other place as NMED may hereafter designate in writing, the principal amount of **Seven Million Twenty-Nine Thousand Five Hundred Four Dollars and Thirty-Seven Cents (\$7,029,504.37)** pursuant to the terms of the Refinance Loan Agreement, Loan No. CWSRF 1438143R ("Refinance Loan"), between NMED and the Borrower dated _____, 2018, plus **2.375%** for annual finance and administrative fees and charges until paid in full.

REPAYMENT RATE AND SCHEDULE

This principal amount as provided in the Refinance Loan Agreement bears an effective annual finance charges of 2.375% amortized over a seventeen (17) year term, with seventeen (17) equal annual payment installments of **Five Hundred Seven Thousand Four Hundred Three Dollars and Fifty-Eight Cents (\$507,403.58)**. The first payment by Borrower to NMED shall be due **April 7, 2019** and annually thereafter each **April 7th** through 2035, or until the Refinance Loan is paid in full. Payment in full shall constitute full satisfaction of this Refinance Promissory Note.

ATTACHMENT B

Incorporated County of Los Alamos Refinance Promissory Note

PLEDGED REVENUES

The Borrower, for value received, gives a security interest in the Net Revenues of the Sewer Utility System. Net Revenues are as defined in Borrowers Ordinance No. 518, and Ordinance No. 683, passed and approved by the Borrower's County Council on ____, 2018.

ASSIGNMENT OF PAYMENTS

No assignment by NMED or the right to receive payments under this Refinance Promissory Note shall affect the Borrower's obligations or rights under this Refinance Promissory Note other than to make payments under this Refinance Note at the address(es) provided above. NMED shall provide, in advance, notice of any change or assignment of the right to receive payments, and shall timely provide the name, address, or location where payments shall be provided by Borrower.

DEBT SERVICE COVERAGE REQUIREMENT

The Borrower, pursuant to the Final Promissory Note and Ordinance 518, Refinance Loan Agreement, and this Refinance Promissory Note shall maintain a debt service coverage ratio of not less than 1.2 times the revenues of the Sewer Fund or the Borrower must maintain an identifiable debt reserve account.

COLLECTION AND DEFAULT

Collection and Default terms set forth in the Final Promissory Note remain binding on the parties.

PREPAYMENT

The Borrower may prepay all or any part of the principal on this Note without penalty. Refunds and extra payments, as defined in the regulations of NMED shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Loan and Refinance Loan agreements and Final Promissory Note, and this note, until the entire principal and accrued interest are paid in full.

AUTHORITY

ATTACHMENT B

**Incorporated County of Los Alamos
Refinance Promissory Note**

This Final Loan Agreement, Final Promissory Note, Refinance Loan Agreement, Refinance Promissory Note are authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 *et seq.*, as may be amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6-20.7.7 NMAC, and the Ordinance(s) of the Borrower.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Net Revenues as defined in the Borrower's Ordinance Number 518 and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.

IN WITNESS, WHEREOF, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

INCORPORATED COUNTY OF LOS ALAMOS

Timothy A. Glasco, P.E., Utilities Manager

Date

ATTEST: (Seal)

Naomi D. Maestas
Los Alamos County Clerk

FINAL PROMISSORY NOTE

**TO NEW MEXICO ENVIRONMENT DEPARTMENT
CLEAN WATER STATE REVOLVING LOAN FUND -also known as-
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM**

DATE February 28, 2011

This FINAL Note replaces INTERIM Promissory Note dated December 12, 2005.

FOR VALUE RECEIVED, the **INCORPORATED COUNTY OF LOS ALAMOS** ("Borrower") promises to pay to the order of the New Mexico Environment Department in connection with the State's Clean Water State Revolving Fund Loan Program ("NMED") at NMED's office located at:

New Mexico Environment Department
Construction Programs Bureau
P.O. Box 5469
1190 S. St. Francis Drive
Santa Fe, New Mexico 87502-5469

or at such other place as NMED may hereafter designate in writing, the principal amount of

Fourteen Million Three Hundred Fifty Five Thousand One Hundred Four Dollars and Ninety Nine Cents (\$14,355,104.99)

pursuant to the terms of the Final Loan Agreement, Loan Number 1438143 between NMED and the Borrower dated March 4, 2011 plus 2.5644% for interest and 0.4356% for administrative fee per annum until paid.

REPAYMENT RATE AND SCHEDULE

The principal, interest and administrative fees due and payable on this Note shall be payable as follows: Principal actually loaned and the subsequent interest and administrative fees shall be due and paid according to a Final Promissory Note as described herein.

The Final Promissory Note bears interest at 2.5644% and administrative fees at 0.4356% per annum and shall be amortized over a Twenty year term, with Twenty equal annual installments of Nine Hundred Sixty Four Thousand Eight Hundred Eighty Eight Dollars and Fifty Four Cents (\$964,888.54) beginning April 07, 2011 and each April 7th thereafter through April 07, 2030.

NET REVENUES

The Borrower is giving a security interest by dedicating Net Revenues from the operation of just the sanitary sewer system which is a part of the utility system. Net Revenues of the sanitary sewer system is defined as:

Gross Revenues of the Sewer System after deducting Operation and Maintenance Expenses of the Sewer System.

The system revenues from the operation of the sanitary sewer system have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Net Revenues of the sanitary sewer system on the date of the Ordinance; and the loan will be payable and collectible solely from the Net Revenues to be derived from the operation of the sanitary sewer system.

ASSIGNMENT

No assignment by NMED or the right to receive payments under this Note shall effect the Borrower's obligations or rights under this Note other than to make payments under this Note at the address designated by NMED to the Borrower in writing.

DEBT SERVICE RESERVE

The Borrower agrees to a Debt Service Reserve Requirement equal to one annual payment of principal, interest and administrative fees. This Debt Service Reserve shall be placed in a separate Debt Service Reserve Account. The Borrower shall deposit no less than one-sixth of the amount of one annual repayment of principal, interest and administrative fee, or \$160,814.76, into this account in each 12-month period beginning at final loan closing and continuing until the full amount of the Debt Service Reserve Requirement of \$964,888.54 is on deposit in the Debt Service Reserve Account. In the event that funds from the Debt Service Reserve Account are used to service the Loan Agreement and the Note, the Borrower shall replenish the Debt Service Reserve Account as soon as possible by depositing funds in the manner described above until the full amount of the Debt Service Reserve Requirement is on deposit in the Debt Service Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee the Borrower shall fund the Debt Service Reserve Account and identify this in the Annual Audit.

REPLACEMENT RESERVE

The Borrower agrees to a Replacement Reserve Requirement equal to five percent (5%) of the Principal amount loaned. The Replacement Reserve shall be placed in a separate Replacement Reserve Account. This Replacement Reserve shall be funded in no less than one-sixth annual increments of 5% of the sum of the final principal amount loaned, or \$119,625.88 in each 12-month period beginning at final loan closing and continuing until the full amount of the Replacement Reserve of \$717,755.25 is on deposit in the Replacement Reserve Account. The Replacement Reserve Account shall accumulate funds to pay for replacement of parts to ensure the Project is fully operational during the term of the Loan Agreement and Note. In the event that funds from the Replacement Reserve Account are used to pay for replacement of parts, the Borrower shall replenish the Replacement Reserve Account as soon as possible by depositing funds in the manner described above until the full amount of the Replacement Reserve Requirement is on deposit in the Replacement Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the Borrower shall fund the Replacement Reserve Account and identify this in the Annual Audit.

ANNUAL LOAN REPAYMENT ACCOUNT

An Annual Loan Repayment Account shall be funded from the Net Revenues in the amount necessary for payment of the principal, interest and the administrative fee in the amount of \$964,888.54 due annually under the Loan Agreement and Note. So long as the Loan Agreement and the Note are

outstanding, whether as to principal, interest, or the administrative fee, the Borrower shall fund the Annual Loan Repayment Account and identify this in the Annual Audit.

COLLECTION AND DEFAULT

At the option of NMED, any amount paid by NMED to collect amounts due under this Note or to preserve or protect NMED's rights under the Agreement shall become a part of, and bear interest at the interest and administrative fee rate as set forth in the previous REPAYMENT RATE AND SCHEDULE Section and shall become immediately due and payable by Borrower to NMED upon demand by NMED. Events of default and remedies upon an event of default as described in the Agreement, in Section VIII. Covenants, Paragraphs G. and H., are incorporated herein by reference.

PREPAYMENT

The Borrower may prepay all or any part of the principal on this Note without penalty. Refunds and extra payments, as defined in the regulations of NMED shall, after payment of interest and administrative fees due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Agreement and Final Promissory Note until the entire principal, accrued interest and administrative fees are paid in full.

AUTHORITY

This Note is authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC and Ordinance No. 518 for the Incorporated County of Los Alamos.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Net Revenues as defined in the Agreement and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal, interest or administrative fees on the Agreement or Note.

Remainder of page intentionally blank

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed on its behalf by its Mayor and attested by its Secretary (Notary).

Sharon Stover
(Borrower's authorized signature)

County Council Chair
(Title)

February 28, 2011
(Date)

State of New Mexico

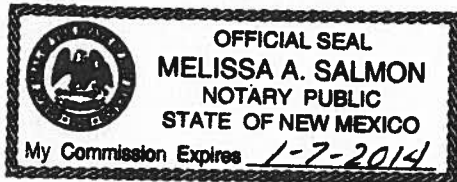
County of Las Alamos

Signed or attested before me on 2-28-2011 by Sharon Stover,
date name of person

(Seal, if any)

Melissa A. Salmon
(Signature of notary officer)

My commission expires: 1-7-2014



Los Alamos County Utilities Department
10-Year Financial Forecast - FY2019-FY2028
Wastewater Division

| 1.50% | BUDGET 2019 | BUDGET 2020 | FORECAST 2021 | FORECAST 2022 | FORECAST 2023 | FORECAST 2024 | FORECAST 2025 | FORECAST 2026 | FORECAST 2027 | FORECAST 2028 |
|---|----------------|----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| EXPENSE FORECAST | | | | | | | | | | |
| WASTEWATER COLLECTION | | | | | | | | | | |
| Supervision, Misc Direct Admin | 282,862 | 286,764 | 291,065 | 295,431 | 299,863 | 304,361 | 308,926 | 313,560 | 318,263 | 323,037 |
| Wastewater Collection Operations | 341,104 | 349,902 | 355,151 | 360,478 | 365,885 | 371,373 | 376,944 | 382,598 | 388,337 | 394,162 |
| Sewer Lift Stations | 139,160 | 141,580 | 143,704 | 145,860 | 148,047 | 150,268 | 152,522 | 154,810 | 157,132 | 159,489 |
| Capital Project Inspection & Support | 4,074 | 4,195 | 4,258 | 4,322 | 4,386 | 4,452 | 4,519 | 4,587 | 4,656 | 4,725 |
| Total WWC Operations Expenses | 767,201 | 782,441 | 794,178 | 806,090 | 818,182 | 830,454 | 842,911 | 855,555 | 868,388 | 881,414 |
| WASTEWATER TREATMENT | | | | | | | | | | |
| LA WWTP Operations & Maintenance | - | - | - | - | - | - | - | - | - | - |
| WR WWTP Operations & Maintenance | 1,866,805 | 1,721,473 | 1,747,295 | 1,773,505 | 1,800,107 | 1,827,109 | 1,854,515 | 1,882,333 | 1,910,568 | 1,939,227 |
| Total WWT Operations Expenses | 1,866,805 | 1,721,473 | 1,747,295 | 1,773,505 | 1,800,107 | 1,827,109 | 1,854,515 | 1,882,333 | 1,910,568 | 1,939,227 |
| Interdepartmental Charges | 602,162 | 602,162 | 611,195 | 620,363 | 629,668 | 639,113 | 648,700 | 658,430 | 668,307 | 678,331 |
| Administrative Division Allocation | 812,352 | 766,103 | 777,595 | 789,259 | 801,098 | 813,114 | 825,311 | 837,690 | 850,256 | 863,010 |
| Operations encumbrances rolled forward | | | | | | | | | | |
| Debt Service (WWT) | 966,892 | 966,893 | 1,625,124 | 1,625,123 | 1,625,123 | 1,625,124 | 1,531,339 | 1,437,555 | 1,437,554 | 1,434,213 |
| Capital | 1,000,000 | 16,000,000 | 50,000 | 844,000 | 4,528,000 | 537,000 | 678,000 | 988,000 | 854,000 | 854,000 |
| Total Operations Expenses | 5,015,412 | 4,839,073 | 5,555,386 | 5,614,340 | 5,674,178 | 5,734,914 | 5,702,777 | 5,671,563 | 5,735,073 | 5,796,195 |
| Total Capital Expenditures | 1,000,000 | 16,000,000 | 50,000 | 844,000 | 4,528,000 | 537,000 | 678,000 | 988,000 | 854,000 | 854,000 |
| Total Cash Outflow | 6,015,412 | 20,839,073 | 5,605,386 | 6,458,340 | 10,202,178 | 6,271,914 | 6,380,777 | 6,659,563 | 6,589,073 | 6,650,195 |
| REVENUE FORECAST | | | | | | | | | | |
| <i>Mgal Processed</i> | <i>430,000</i> | <i>430,000</i> | <i>430,000</i> | <i>430,000</i> | <i>430,000</i> | <i>430,000</i> | <i>430,000</i> | <i>430,000</i> | <i>430,000</i> | <i>430,000</i> |
| Res'l Single-Family Flat Rate Customers | 6,629 | 6,629 | 6,629 | 6,629 | 6,629 | 6,629 | 6,629 | 6,629 | 6,629 | 6,629 |
| Res'l Single Family Flat Rate | 40.15 | 42.66 | 44.79 | 46.69 | 48.32 | 49.53 | 50.52 | 51.40 | 52.17 | 52.95 |
| Res'l Single-Family Service Charge | 11.09 | 11.78 | 12.37 | 12.90 | 13.35 | 13.68 | 13.95 | 14.19 | 14.40 | 14.62 |
| Rate Increase Percentage | 8.00% | 6.25% | 5.00% | 4.25% | 3.50% | 2.50% | 2.00% | 1.75% | 1.50% | 1.50% |
| Total Revenue from Res'l SF Flat Rate | 4,035,279 | 4,287,287 | 4,501,494 | 4,692,863 | 4,856,668 | 4,977,947 | 5,077,175 | 5,165,378 | 5,242,555 | 5,321,308 |

Los Alamos County Utilities Department
10-Year Financial Forecast - FY2019-FY2028
Wastewater Division

| | 1.50% | | | | | | | | | | |
|--|--------|----------------|----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| | | BUDGET 2019 | BUDGET 2020 | FORECAST 2021 | FORECAST 2022 | FORECAST 2023 | FORECAST 2024 | FORECAST 2025 | FORECAST 2026 | FORECAST 2027 | FORECAST 2028 |
| Res'l Multi-Family Flat Rate Customers | | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 |
| Res'l Multi-Family Service Charge | | 11.09 | 11.78 | 12.37 | 12.90 | 13.35 | 13.68 | 13.95 | 14.19 | 14.40 | 14.62 |
| No. of Res'l Multi-Family Dwelling Units | | 1,585 | 1,585 | 1,585 | 1,585 | 1,585 | 1,585 | 1,585 | 1,585 | 1,585 | 1,585 |
| Res'l Multi-Family Flat Rate | | 33.45 | 35.54 | 37.32 | 38.91 | 40.27 | 41.28 | 42.11 | 42.85 | 43.49 | 44.14 |
| Rate Increase Percentage | | 8.00% | 6.25% | 5.00% | 4.25% | 3.50% | 2.50% | 2.00% | 1.75% | 1.50% | 1.50% |
| Total Revenue from Res'l MF Flat Rate | | 607,428 | 645,378 | 677,702 | 706,578 | 731,273 | 749,610 | 764,678 | 778,111 | 789,731 | 801,539 |
| Non-Residential Customers | | 291 | 291 | 291 | 291 | 291 | 291 | 291 | 291 | 291 | 291 |
| Non-Residential Service Charge | | 11.09 | 11.78 | 12.37 | 12.90 | 13.35 | 13.68 | 13.95 | 14.19 | 14.40 | 14.62 |
| Non-Residential Sales in Kgal | -0.20% | 45,572 | 45,572 | 45,481 | 45,390 | 45,299 | 45,209 | 45,118 | 45,028 | 44,938 | 44,848 |
| Adjustment Factor | | 8.00% | 1.75% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| Adjusted Non-Residential Sales in Kgal | | 49,218 | 46,370 | 45,481 | 45,390 | 45,299 | 45,209 | 45,118 | 45,028 | 44,938 | 44,848 |
| Non-Res'l Commodity Charge per Kgal | | 18.90 | 20.08 | 21.08 | 21.98 | 22.75 | 23.32 | 23.79 | 24.21 | 24.57 | 24.94 |
| Rate Increase Percentage | | 8.00% | 6.25% | 5.00% | 4.25% | 3.50% | 2.50% | 2.00% | 1.75% | 1.50% | 1.50% |
| Total Revenue from Non-Residential | | 939,874 | 943,068 | 971,875 | 1,011,435 | 1,044,858 | 1,068,972 | 1,088,411 | 1,105,486 | 1,119,775 | 1,134,474 |
| Total Sales Revenue | | 5,582,581 | 5,875,734 | 6,151,070 | 6,410,875 | 6,632,799 | 6,796,529 | 6,930,264 | 7,048,975 | 7,152,061 | 7,257,320 |
| Interest on Utility Reserves | | 35,667 | 25,738 | 77,298 | 92,872 | 94,007 | 7,123 | 20,417 | 34,664 | 45,266 | 60,472 |
| Loan Proceeds | | | 17,000,000 | | | | | | | | |
| Revenue on Recoverable Work | | - | - | - | - | - | - | - | - | - | - |
| Total Cash Inflow | | 5,618,248 | 22,901,472 | 6,228,368 | 6,503,747 | 6,726,806 | 6,803,652 | 6,950,680 | 7,083,639 | 7,197,327 | 7,317,793 |
| Net Cash Flow | | (397,165) | 2,062,399 | 622,982 | 45,408 | (3,475,371) | 531,738 | 569,904 | 424,076 | 608,254 | 667,598 |
| Cumulative Net Cash Flow | | (397,165) | 1,665,234 | 2,288,216 | 2,333,624 | (1,141,747) | (610,010) | (40,106) | 383,970 | 992,223 | 1,659,821 |
| | | | | | | | | | | | |
| add back budgeted debt service payments | | 966,892 | 966,893 | 1,625,124 | 1,625,123 | 1,625,123 | 1,625,124 | 1,531,339 | 1,437,555 | 1,437,554 | 1,434,213 |
| subtract revised debt service payments | | (698,314) | (698,314) | (698,314) | (1,479,013) | (1,479,013) | (1,583,427) | (1,489,642) | (1,395,857) | (1,395,857) | (1,392,516) |
| revised net cash flow | | (128,587) | 2,330,978 | 1,549,791 | 191,518 | (3,329,261) | 573,435 | 611,601 | 465,773 | 649,951 | 709,295 |
| revised cumulative net cash flow | | (128,587) | 2,202,391 | 3,752,182 | 3,943,700 | 614,439 | 1,187,874 | 1,799,475 | 2,265,247 | 2,915,198 | 3,624,493 |
| | | | | | | | | | | | |
| difference could fund accelerated project schedule, lower projected future rate increases, earlier achievement of financial targets, or any combination thereof. | | 268,578 | 537,157 | 1,463,966 | 1,610,076 | 1,756,186 | 1,797,883 | 1,839,581 | 1,881,278 | 1,922,975 | 1,964,672 |

Cash Outflows

| refinance existing debt payoff in: | | \$7,029,504.37 | | | difference: amount the longer term (saves) or costs | | | present value of the difference | | | |
|---------------------------------------|------|---|-----------------|-------------------------------|--|----------------------------------|------------------------|---------------------------------|------------------------|------------------------|------------------------|
| | | | | | Assumed inflation: 1.500% | | | | | | |
| | | Comparison original term (20yr) to selected other scenarios | | | | | | | | | |
| | | 2027 (existing) | 2030 (original) | 2035 (original plus 5 yrs) | 2040 (original plus 10 yrs) | shortened to original 20 year | original to 25 year | Original to 30 year | original to 20 year | original to 25 year | Original to 30 year |
| | | A | B | C | D | | | | | | |
| refinance fee - FY2019 | | \$140,590.09 | \$140,590.09 | \$140,590.09 | \$140,590.09 | | | | | | |
| payment April 7: | 2019 | \$876,707.02 | \$680,110.02 | \$507,403.58 | \$413,930.39 | (\$196,597.01) | (\$172,706.44) | (\$266,179.63) | (\$193,691.63) | (\$170,154.12) | (\$262,245.94) |
| | 2020 | \$876,707.02 | \$680,110.02 | \$507,403.58 | \$413,930.39 | (\$196,597.01) | (\$172,706.44) | (\$266,179.63) | (\$190,829.19) | (\$167,639.53) | (\$258,370.39) |
| | 2021 | \$876,707.02 | \$680,110.02 | \$507,403.58 | \$413,930.39 | (\$196,597.01) | (\$172,706.44) | (\$266,179.63) | (\$188,009.06) | (\$165,162.10) | (\$254,552.10) |
| | 2022 | \$876,707.02 | \$680,110.02 | \$507,403.58 | \$413,930.39 | (\$196,597.01) | (\$172,706.44) | (\$266,179.63) | (\$185,230.60) | (\$162,721.28) | (\$250,790.25) |
| | 2023 | \$876,707.02 | \$680,110.02 | \$507,403.58 | \$413,930.39 | (\$196,597.01) | (\$172,706.44) | (\$266,179.63) | (\$182,493.20) | (\$160,316.53) | (\$247,083.99) |
| | 2024 | \$876,707.02 | \$680,110.02 | \$507,403.58 | \$413,930.39 | (\$196,597.01) | (\$172,706.44) | (\$266,179.63) | (\$179,796.26) | (\$157,947.32) | (\$243,432.50) |
| | 2025 | \$876,707.02 | \$680,110.02 | \$507,403.58 | \$413,930.39 | (\$196,597.01) | (\$172,706.44) | (\$266,179.63) | (\$177,139.17) | (\$155,613.13) | (\$239,834.98) |
| | 2026 | \$876,707.02 | \$680,110.02 | \$507,403.58 | \$413,930.39 | (\$196,597.01) | (\$172,706.44) | (\$266,179.63) | (\$174,521.35) | (\$153,313.42) | (\$236,290.62) |
| | 2027 | \$876,707.02 | \$680,110.02 | \$507,403.58 | \$413,930.39 | (\$196,597.01) | (\$172,706.44) | (\$266,179.63) | (\$171,942.22) | (\$151,047.71) | (\$232,798.64) |
| | 2028 | | \$680,110.02 | \$507,403.58 | \$413,930.39 | \$680,110.02 | (\$172,706.44) | (\$266,179.63) | \$586,028.52 | (\$148,815.48) | (\$229,358.27) |
| | 2029 | | \$680,110.02 | \$507,403.58 | \$413,930.39 | \$680,110.02 | (\$172,706.44) | (\$266,179.63) | \$577,368.00 | (\$146,616.23) | (\$225,968.74) |
| | 2030 | | \$680,110.02 | \$507,403.58 | \$413,930.39 | \$680,110.02 | (\$172,706.44) | (\$266,179.63) | \$568,835.46 | (\$144,449.49) | (\$222,629.30) |
| | 2031 | | | \$507,403.58 | \$413,930.39 | \$0.00 | \$507,403.58 | \$413,930.39 | \$0.00 | \$418,114.26 | \$341,089.82 |
| | 2032 | | | \$507,403.58 | \$413,930.39 | \$0.00 | \$507,403.58 | \$413,930.39 | \$0.00 | \$411,935.23 | \$336,049.08 |
| | 2033 | | | \$507,403.58 | \$413,930.39 | \$0.00 | \$507,403.58 | \$413,930.39 | \$0.00 | \$405,847.52 | \$331,082.84 |
| | 2034 | | | \$507,403.58 | \$413,930.39 | \$0.00 | \$507,403.58 | \$413,930.39 | \$0.00 | \$399,849.77 | \$326,189.99 |
| | 2035 | | | \$507,403.58 | \$413,930.39 | \$0.00 | \$507,403.58 | \$413,930.39 | \$0.00 | \$393,940.66 | \$321,369.45 |
| | 2036 | | | | \$413,930.39 | \$0.00 | \$0.00 | \$413,930.39 | \$0.00 | \$0.00 | \$316,620.15 |
| | 2037 | | | | \$413,930.39 | \$0.00 | \$0.00 | \$413,930.39 | \$0.00 | \$0.00 | \$311,941.03 |
| | 2038 | | | | \$413,930.39 | \$0.00 | \$0.00 | \$413,930.39 | \$0.00 | \$0.00 | \$307,331.07 |
| | 2039 | | | | \$413,930.39 | \$0.00 | \$0.00 | \$413,930.39 | \$0.00 | \$0.00 | \$302,789.23 |
| | 2040 | | | | \$413,930.39 | \$0.00 | \$0.00 | \$413,930.39 | \$0.00 | \$0.00 | \$298,314.51 |
| | 2041 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2042 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2043 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2044 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2045 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2046 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2047 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2048 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2049 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2050 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2051 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2052 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2053 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2054 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2055 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 2056 | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | \$8,030,953.30 | \$8,301,910.30 | \$8,766,450.96 | \$9,247,058.58 | \$270,957.00 | \$464,540.66 | \$945,148.28 | \$88,579.30 | \$145,891.08 | \$289,421.46 |

Summary

Since all present values are positive, any extended term costs more

This is because assumed inflation rate is less than loan rate

Other comparisons are possible - these seemed the most relevant

NOTICE OF ORDINANCE NO. 683

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Ordinance No. 683. This will be considered by the County Council at an open meeting on Tuesday, July 31, 2018 at 6:00 PM, at the Los Alamos County Municipal Building: 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 683

AN ORDINANCE TO AUTHORIZE THE REFINANCE AND REISSUANCE OF AMENDED LOAN AND PROMISSORY NOTE AGREEMENTS WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT TO REFLECT A REDUCTION OF THE PRIOR LOAN PRINCIPAL BALANCE, LOWERED INTEREST RATE, AND EXTENSION OF THE PAYMENT TERM

Council of the Incorporated County of Los Alamos

By: /s/ David Izraelevitz, Council Chair

Attest: /s/Naomi D. Maestas, County Clerk

TO BE PUBLISHED IN THE LA DAILY POST on Thursday, July 12, 2018



County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals):

Presenters: Christine Chandler, Council Vice-Chair

Legislative File: 10999-18

Title

Discussion to Consider Charter for the Animal Shelter Ad Hoc Advisory Committee (ASAC).

Recommended Action

I move to approve the Animal Shelter Ad Hoc Advisory Committee Charter and direct staff to begin recruitment of members.

County Manager's Recommendation

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

Body

At its June work session, Council received a presentation by Bridgit Lindquist, Executive Director of the Espanola Valley Humane Society, that outlined the various options and models for the management of the animal shelter. She provided background on best practices and models for operation.

The June agenda item had been prompted by discussions with Los Alamos residents, some of whom are active volunteers in organizations whose missions include animal welfare support. Through these discussions and research in the literature, it is apparent that there are a number of models and philosophical approaches for managing animal shelters. Those models range from the original dog pound concept with minimal services to shelters which offer an array of services and programs.

The question was raised to whether the current model and operations is structured in such a way that our shelter meets high standards for the humane treatment of the animals and a high level of service to our citizens.

A way to assess this question is to create a citizen committee, working with assigned staff, charged with answering a number of questions and issues that could include:

- Consider various structural options for managing the shelter.
- What is the best model for managing the animal shelter?
- Include cost estimates for various options.
- Provide recommendations for policies and practices that provide for proper animal care, and emotional health.
- What services should be provided?
- What relationship should exist with other shelters?

Attached is a proposed Charter for the committee.

Alternatives

Council could choose to modify the proposed charter or not approve it.

Fiscal and Staff Impact/Unplanned Item

The initial formation of the committee should have minimal staff and fiscal impact. The impacts associated with implementation of any committee recommendation will depend upon those recommendations.

Attachments

A - AD HOC ANIMAL SHELTER ADVISORY COMMITTEE CHARTER draft



Animal Shelter Ad Hoc Advisory Committee Charter

I. Purpose

The Animal Shelter Ad Hoc Advisory Committee (“ASAC” or “Committee”) shall serve as an advisory body to the County Council, and shall have no policy-making authority. The Committee shall work with assigned County staff and advise the County Council (“Council”) on the organizational structure of the Los Alamos County Animal Shelter (“Shelter”), policies and procedures appropriate for the Shelter, and other issues that the Committee and County staff determine are material to the organization and operation of the Shelter.

II. Scope of Work

A. The initial task for the Committee shall be the following:

1. Describe the current operational structure of the Shelter.
2. Consider other potential operational structures for the Shelter.
3. Provide high-level estimates of costs to the County for the potential operational structures, and compare those cost estimates to the costs of the current operational structure of the Shelter.
4. Provide a recommendation to Council as to what type of organizational structure best meets high standards for the humane treatment of animals while providing a high-level of service to the citizens of the County.
5. Provide a report to Council on the above within six (6) months of the appointment of the Committee members.
6. The above report shall also contain suggestions as to other Shelter issues the Committee believes should be addressed after completion of the Committee’s initial task.

- B. Subsequent to the County Council addressing the organization structure of the Shelter, the task of the Committee shall be the following:
1. Review current policies and practices of the Shelter including euthanasia policies and practices.
 2. Recommend policies and practices that best meet high standards for the humane treatment of animals.
 3. Provide high-level estimates of costs to the County for the above-recommended policies and practices as compared to current policies and practices of the Shelter.
 4. Evaluate what kind of relationships should be established with other animal shelters, and make recommendations regarding same.
 5. Review the current services offered by the Shelter.
 6. Recommend what services should be offered by the Shelter to best provide services to the citizens of the County.
 7. Provide high-level estimates of costs to the County for the above-recommended services as compared to the current services offered by the Shelter to the citizens of the County.
 8. Provide a report to the County Council on the above within six (6) months of the County Council addressing the organizational structure of the Shelter.
 9. Should the Committee have concerns about the Shelter that are not addressed in the Scope of Work, the above report should inform the County Council of those concerns.

III. Committee Representation

The Committee shall be composed of seven (7) citizen members. The Committee members shall be individually appointed by the County Council.

IV. Duration of Committee

The Committee shall sunset and stand dissolved upon completion of its Scope of Work or on the FIVE HUNDRED AND FORTIETH (540th) day after the appointment of the original Committee members, whichever occurs first.

If necessary, the Committee can be reestablished as provided for in the *Los Alamos County Orientation Manual for Members of Boards and Commissions*.

V. Member Term

The term for each member shall be for the duration of the Committee. Should a member resign from the Committee or otherwise become incapacitated, the County Council shall appoint a replacement member to the Committee as soon as reasonably possible.

VI. Quorum

A quorum of the Committee is defined as a simple majority of the appointed committee members. Committee actions can be taken and considered valid only if a quorum has been established at the meeting. Information can be shared during a meeting even if a quorum is not established.

VII. Resources

The County will assign sufficient staff to assist the Committee in completing its Scope of Work in a timely manner.

VIII. Meetings

At its first meeting, the Committee shall elect a Chair and Vice Chair, and establish a meeting schedule. However, the committee shall meet not less than once a month during the duration of the Committee. All meetings shall be open to the public. Meetings of the Committee will also serve as a venue for communicating and receiving information from the general public on matters affecting the Shelter.

IX. Subcommittees

The Committee may form any additional subcommittees it deems appropriate but all recommendations to Council shall be that of the full committee as indicated by a majority vote of the committee members. The subcommittees may include persons not otherwise identified as a member of the committee, however, subcommittee membership does not convey an ability to vote on any recommendations.



County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

| | |
|-------------------------------|--|
| Agenda No.: | B. |
| Index (Council Goals): | * 2018 Council Goal – Quality of Life – Housing – Promote the Creation of a Variety of Housing Options for all Segments of the Los Alamos Community, including infill Opportunities as Appropriate |
| Presenters: | Paul Andrus |
| Legislative File: | 11042-18 |

Title

Homebuyer Assistance Program Policies & Procedures Amendments

Recommended Action

I move that Council approve the proposed changes to the Homebuyer Assistance Program Policies and Procedures.

County Manager's Recommendation

The County Manager recommends that Council approve the proposed changes to the Policies and Procedures

Body

The Homebuyer Assistance Program is authorized under County Municipal Code Chapter 14, Article VII, Division 3, which allows the County to fund and implement a Homebuyer Assistance Program for low income homeowners (households with incomes below 80% of the true Los Alamos County Area Median Income). The program purpose is to assist income eligible households to purchase a home in Los Alamos County by providing non-amortizing deferred down payment loans. County Council approved the program policies and procedures at the September 5, 2017 Council meeting. Los Alamos Housing Partnership, Inc. (LAHP) has been contracted to administer the program on behalf of the County under General Services Agreement AGR18-702 as approved at the July 25 Council public meeting.

The Homebuyer Assistance Program Policies and Procedures were developed by LAHP and County staff. The Policies and Procedures provide a framework for program activities and outline the various roles and responsibilities for County staff and any entities involved in implementing the program. As stipulated on page 1 of the Policies and Procedures document, periodic updates are required as program, community, and lending sector conditions change or situations arise. A draft of the program policies and procedures has been provided with this staff report which highlights the proposed changes described herein.

Staff are proposing two policy changes to lending and underwriting criteria for the program. The proposed policy changes are:

1. Increasing the permitted Cumulative Loan to Value (CLTV) to 105% (with value being determined by purchase price) from the current program limit of 100% CLTV; and

-
2. Allow for applicants to borrow under Adjustable Rate Mortgages (ARMs) with a 30-year amortization term and a fixed rate for a minimum period of 15 years after which time the interest rate can be adjusted only once with a maximum rate increase of 5%. Currently, the program allows only 30-year fixed rate mortgages.

The 105% CLTV limit is currently used by New Mexico Mortgage Finance Authority (MFA) and Fannie Mae, and also by Homewise which administers down payment assistance programs for the City of Santa Fe and Santa Fe County. Bernalillo County's down payment assistance program also administers a CLTV limit of 105%. The three lenders which have participated with the Los Alamos County homebuyer program to date have been Del Norte Credit Union, Gateway Mortgage and Academy Mortgage. All three mortgage lenders have used CLTV limits of 105%.

A 105% CLTV limit allows qualifying households with limited savings to purchase a home by using the additional loan amount "ceiling" above 100% CLTV to help pay for closing costs. Closing costs in the program have ranged up to 4.7% of purchase price and include prorations, loan charges, prepaids, title insurance, survey cost, settlement charges and upfront payment for private mortgage insurance. The Program currently requires the homeowner to contribute a minimum \$1,500 to closing which is three times the MFA down payment program minimum requirement of \$500. Many potential applicants either do not have much money saved or they use some of the money that they did have to reduce debt which would make them mortgage-ready by increasing credit scores and lowering debt to income ratio. As a result, the household does not have sufficient funds to pay out of pocket for all closing costs and as such they want the option of rolling closing costs into the loan, not to exceed 105% CLTV.

The proposed policy change regarding Adjustable Rate Mortgages (ARMs) has two programmatic and local market benefits. From a local market perspective, Del Norte and Zia both offer ARMs with a 30-year amortization term and a fixed rate for a minimum period of 15 and 10 years respectively. These products have been instrumental in the purchase of condos, including Quads, in the Los Alamos market, which recently have seen fewer entities willing to lend on them. From a borrower perspective, monthly payments under these ARM loans as described are lower because private mortgage insurance is not required and the interest rate is typically lower. The lower monthly payments allow a household to qualify for a mortgage loan who might not otherwise qualify. For the purposes of this HAP program, staff is only proposing that the program consider a 15 year ARM with a 30 year amortization, that adjusts only once for a maximum of 5%.

Alternatives

Council could choose not to approve these proposed changes to the Homebuyer Assistance Program Policies and Procedures.

Attachments

A - HAP_Policies Procedures with draft changes

Homebuyer Assistance Program
Policies and Procedures
of the
Incorporated County of Los Alamos



LOS ALAMOS COUNTY
HOMEBUYER
ASSISTANCE PROGRAM

Administered by Los Alamos Housing Partnership, Inc

**Approved by Los Alamos
County Council September 5th, 2017**



Contents

| | |
|--|----|
| I. Introduction..... | 1 |
| II. Purpose of the Incorporated County of Los Alamos Homebuyer Assistance Program..... | 1 |
| III. General Program Description..... | 2 |
| IV. Loan Limits and Servicing..... | 2 |
| V. Affordability Controls..... | 3 |
| VI. Applicant Eligibility | 3 |
| Eligibility of Home | 4 |
| Eligible Costs..... | 5 |
| VII. Application and Evaluation Process | 5 |
| VIII. County Loan Review Committee..... | 6 |
| IX. Underwriting Criteria | 6 |
| X. Foreclosure Notices | 7 |
| XI. Borrower Bankruptcy Notices..... | 7 |
| XII. Loan Subordination..... | 7 |
| XIII. Core Program Rules | 8 |
| XIV. Homebuyer Education & Counseling..... | 9 |
| XV. Financial Assistance..... | 10 |
| A. Loans:..... | 10 |
| B. Program Limits and Restrictions:..... | 11 |
| PROCEDURES | 12 |
| PROCEDURE 1: Submission of Application..... | 12 |
| PROCEDURE 2: Determination of Applicant Eligibility | 14 |
| PROCEDURE 3: Establishing Project File for Each Applicant | 16 |
| PROCEDURE 4: Homebuyer Education and Counseling..... | 18 |
| PROCEDURE 5: Home Inspection Process..... | 19 |
| PROCEDURE 6: Loan Determination & Approval | 20 |
| PROCEDURE 7: Loan Closing Preparation | 22 |
| PROCEDURE 8: Loan Closing with Homebuyer | 23 |
| PROCEDURE 9: Foreclosure Notices..... | 25 |
| PROCEDURE 10: Bankruptcy Notices..... | 26 |

| | |
|--|-----------|
| PROCEDURE 11: Loan Payoff..... | 27 |
| PROCEDURE 12: Loan Subordinations | 28 |
| PROCEDURE 13: Reporting..... | 29 |
| PROCEDURE 14: Annual Verification of Occupancy..... | 30 |

Program Contact Information:

Housing Program

Community Development Department

Incorporated County of Los Alamos

1000 Central Avenue, Suite 150

Los Alamos, New Mexico 87544

Telephone: (505) 662-8120

Fax: (505) 662-8363

www.losalamosnm.us/government/departments/community_development

Incorporated County of Los Alamos

Homebuyer Assistance Program

Policies and Procedures

(Approved September 5th, 2017)

Draft July 31, 2018

**Los Alamos County
Homebuyer Assistance Program
Policies and Procedures**

I. Introduction

On February 28, 2017, the County Council of the Incorporated County of Los Alamos (County) established a County-wide Homebuyer Assistance Program through the adoption of Ordinance number 02-270. This Ordinance, attached hereto as Attachment 1, authorizes the County Community Development Department (CDD), to develop and implement a County Homebuyer Assistance Program, or “Program.” This Program, as provided in Attachment 2, has been reviewed by the New Mexico Mortgage Finance Authority (MFA) and has been found to generally comply with MFA and State Affordable Housing Act (NMSA 1978, §§ 6-27-1 *et seq.*) requirements and regulations.

II. Purpose of the Incorporated County of Los Alamos Homebuyer Assistance Program

This document sets forth policies and procedures for the Los Alamos County Homebuyer Assistance Program. The purpose of the Los Alamos County Homebuyer Assistance Program is to assist income eligible selected households in purchasing a home by providing non-amortizing down payment deferred loans with County funds and by providing homebuyer education and counseling. The program will lend to the eligible selected household and will not lend to a trust, a company, corporation, LLC, non-profit, religious groups or similar. The Program contributes to the County's housing goals to promote the creation of a variety of housing options for all segments of the Los Alamos community, including infill opportunities as appropriate, and support development of affordable workforce housing.

Ordinance No. 02-270 (Ordinance) authorizes the establishment of a Homebuyer Assistance Program and outlines the framework for the program including eligible loans, loan terms, and applicant eligibility. The policies and procedures contained in this document, and subsequent amendments, (Policies and Procedures) provide a framework for Program activities and define the various roles for County staff, any vendor contracted to deliver and administer the program, Program applicants, and a Loan Review Committee (LRC) appointed by the County Manager.

It should be noted that these Policies and Procedures will be updated as necessary, particularly as Program and/or Community conditions change or situations arise which highlight the need to make necessary changes that ensure that the County, its program partners and participating homebuyers are appropriately served and protected. Additionally, the Program Policies and Procedures may be amended from time to time as local, State, and federal statutory lending program requirements change.

III. General Program Description

The Homebuyer Assistance Program provides deferred payment loans to selected income-eligible households for down payment and closing cost assistance towards purchase of a home within the County. The County will provide financial assistance to qualified individuals, depending on funding availability, through its funding partners and offer non-amortizing deferred payment loans at below market interest rates. In general, upon receipt of an application, the County or designated contractor (Program Staff) will determine the applicant's household eligibility for the County homebuyer assistance program and will then review the financial assistance programs available to an eligible homebuyer, based on household income and Program parameters. Program Staff will work with the homebuyer and first mortgage lender to determine the maximum amount which the homebuyer can borrow and required down payment, based on program interest rates, loan terms, Loan-to-Value (LTV) ratios and other underwriting criteria being used. Program Staff will review the home inspection report by a certified home inspector prior to closing, the successful outcome of which will be a prerequisite for the release of funds for the County's homebuyer loan assistance.

One of the primary elements of the Program is to lend Program funds to qualified individuals or households. The primary measure is the household's income level. Only individuals or households with *very low income* or *low income*, as defined in the Ordinance, may receive Program funding. *Very Low income households* are defined as those earning between 30 and 49.9% of the Area Median Income (AMI). *Low income households* are those households earning between 50% and 80% of AMI. Both are adjusted by the size of the household as defined by the Department of Housing and Urban Development. Those households with annual income between 30 and 49.9% AMI can qualify for a 0% deferred payment loan; 50%-59.9% of AMI qualify for a 1% deferred payment loan from the Program; those households with annual income between 60%-69.9% of AMI qualify for a 1.5% deferred payment loan from the Program; and those households with annual income between 70%-79.9% of AMI qualify for a 2% deferred payment loan from the Program. Interest charged is simple interest. **Procedure #5** provides a more detailed description regarding income eligibility determination.

Program applicants must occupy the property as a principal residence and must remain the owner of record. An applicant who has previously received a loan from the Los Alamos County Homebuyer Assistance Program may not re-apply. An applicant who has not previously received a loan from the County's Homebuyer Assistance Program and whose application was rejected may re-apply for the program after one year.

IV. Loan Limits and Servicing

The maximum loan that may be provided to any applicant in the form of a deferred payment loan or low interest amortizing loan is \$25,000, or 10% of the purchase price of the home, whichever is lower. The minimum loan amount is set at \$8,000. County Program loans cannot be used to increase the applicant's down payment contribution over 20% LTV. The applicant's first mortgage must be for a minimum term of 30 years unless the first mortgage loan is a

non-conforming loan and this must be determined by the lender and Community Development Department Staff. In the case of a non-conforming loan, amortization must be 30 years and the interest rate must be fixed over a minimum period of 15 years after which time the interest rate can be adjusted only once with a maximum rate increase of 5 percent.

The County has entered into a contract with the Los Alamos Housing Partnership, Inc. to originate and service the non-amortizing, deferred payment County loans.

V. Affordability Controls

Those applicants who receive financial assistance in the form of a deferred payment loan from the Program shall execute at closing, a Promissory Note (Note) in the amount of the loaned funds and a mortgage which secures the Note and restricts the use of the property to that which is contemplated under the Program. The Note and mortgage will be subordinate to the first mortgage on the property, provided that cumulative loan to value does not exceed ~~100%~~105%.

Recipients of Program assistance must agree that they shall reside at and hold title to the property for as long as the loan funds are unpaid and outstanding. Simple interest on the loans shall accrue over the length of the affordability period, after which time no additional interest shall be charged. For funded Program loans under \$15,000, the affordability period is ten (10) years and for loans from \$15,000 to \$25,000 the affordability period is fifteen (15) years.

VI. Applicant Eligibility

Applicants will be evaluated for Program income eligibility utilizing criteria consistent with MFA guidelines. The procedure outlining the steps and methodology for determining income eligibility is contained in **Procedure 2: Determination of Applicant Eligibility**.

In general, an applicant's *annual income* is defined as the gross amount of all adult household members anticipated to be received during the coming twelve-month period. To accomplish this, a "snapshot" of the household's current income can be used to project future income, unless documentation is available or provided that indicates that current circumstances are about to change. Income from the following sources are counted: wages, salaries and tips, commissions and bonuses; net income from operation of a business; interest, dividends, net income from real or personal property; social security, annuities, pensions, disability or death benefits; unemployment and disability compensation; welfare assistance; court-ordered alimony and child support; regular contributions or gifts; and armed forces income.

An applicant does not have to be a first-time homebuyer. The Program may assist an applicant that owns a primary residential property at the time of application, provided that the subject home is sold prior to the purchase of a home within the County.

Closing on the down payment assistance loan from the County is subject to Program Staff verification that the sale of the existing home has been closed and the proceeds from sale do not cause the applicant's assets to exceed Program limits.

An applicant shall not have total assets greater than \$50,000. *Aggregate assets* include the following: 1) Cash held in savings and checking accounts, safe deposit boxes, homes, etc.; 2) Cash value of any revocable trust available to the applicant; 3) Notes, mortgage or deed of trust held by the applicant; 4) Stocks, bonds, Treasury bills, certificates of deposit, mutual funds and money market accounts; 5) Cash value of life insurance policies available to individual before death; 6) Personal property held as an investment including gems, jewelry, coin collections and art; 7) Lump sum receipts or one-time receipts from inheritance, lottery winnings, insurance settlement, etc. Retirement and education accounts that cannot be accessed without penalty are not included in assets.

The applicant must be prepared to contribute a minimum of \$1,500 of their own funds for a down payment. This may include a combination of cash, cost of the lender's appraisal, cost of the required earnest money deposit, and/or cost of home inspection by a certified home inspector. In addition, the applicant may be required, as a condition of assistance, to contribute a greater down payment if they have greater than \$25,000 in liquid assets, defined as assets that can be converted to cash without payment of a penalty or sales commission, with no impact on the value of the asset.

Eligibility of Home

Primarily, any home purchased under this program must be located within the legal jurisdiction of Los Alamos County. The Program considers all types of homes as eligible, with the exception of a manufactured home which is not on a permanent foundation, or a manufactured home which is on leased land. However, down payment assistance funds may be used for acquisition of the land under which an applicant-owned manufactured home is set on a permanent foundation. As part of the evaluation of an application, a home inspection by a certified home inspector will be required by the County or its designated agent to determine whether the home is adequate in terms of number of rooms, bedrooms and overall home square footage per person per program standards. In addition, a home inspection will identify if there are existing inadequate conditions which represent an immediate threat to occupants' health, safety and welfare and which would have to be corrected prior to move-in.

Program staff will review the home inspection report and perform an assessment of the applicant's ability to pay for improvements required for safe occupancy of the premises. This information will be included in the loan application package for the Loan Review Committee.

The Program will also consider whether the price of the home, mortgage loan amount, interest rate and terms allow the household to meet required housing to income ratios and total debt to income ratios that are set forth in the underwriting criteria. In addition, the proposed PITI payment will be evaluated against the applicant's current mortgage or rent payment to determine any "payment shock" from the proposed purchase. Maximum allowable home purchase price for the Program follows the MFA "First Home" and "Next Home" current program limits for Los Alamos County, which is \$350,471.

The home to be purchased cannot be part of an owner-built project.

If a home purchased under the County's Homebuyer Assistance Program or a home under the Home Renewal Program is sold to an income-qualified buyer who is not receiving

assistance under the Homebuyer Assistance Program, the income-qualified buyer may assume the full amount of the existing County mortgage. If the income-qualified buyer is receiving assistance under the Homebuyer Assistance Program, the buyer must meet Program Loan Limits and Servicing and the buyer can only assume the mortgage if they are approved for a loan amount equal to the existing loan amount on the home. If an existing loan is assumed by an income qualified buyer, the existing mortgage will be cancelled and a new mortgage and promissory note will be issued and recorded.

If the home to be purchased has property violations identified by County Code Compliance staff, the Homebuyer Assistance Program applicant or the seller must provide a copy of signed written agreement with County Code Compliance staff indicating how the violations will be addressed by a specified date.

Eligible Costs

The down payment assistance loan, in addition to providing funds for a down payment, can be used to pay the following costs: home inspection, title insurance policy, survey cost, fees to the title company, and recording fees. This assistance cannot be used for buyer loan costs, HOA fees, pre-pays, initial escrow payments, home warranty, real estate broker commissions, delinquent taxes, liens, or charges levied against the home to be purchased. County funds cannot be used to reimburse funds already paid by applicant.

VII. Application and Evaluation Process

The County or designated partners will initiate the Program by announcing funding availability in the newspaper, radio and on its websites. The County or designated partner website will include a brochure with Program overview, application form and applicant checklist, program policies and procedures, and standard mortgage and promissory note. Prospective Los Alamos homebuyers will be invited to submit completed application forms for assistance to the County or designated partner, on a first-come, first-serve basis for as long as funds are available. Program Staff will meet with the applicant upon receipt of the application, verify the applicant's eligibility for the program and explain how the Program and process works. For applicants who are determined ineligible for the Program, Program Staff will provide a letter explaining the applicant is ineligible and the evaluation criteria that were not met. For applicants who have already identified a home they wish to purchase, a home inspection by a certified home inspector will be performed to determine whether the home is in adequate condition and suitable for the applicant's housing needs. The home inspection will also be used to determine whether renovations may be required to bring the unit up to habitable condition and if the scale of needed improvements would be affordable to the applicant. This information will be considered in the Loan Review Committee's review of the loan application.

The loan application to be provided to the Loan Review Committee will include information required to verify income, assets, household size, and itemization of all outstanding debts and monthly payments, among other items.

Upon receipt and review of all required information Program Staff will confirm applicant and Project eligibility, the percentage of Los Alamos County Area Median Income within which the applicant household falls and the alternatives for financial assistance which are available under the program, if available. Program Staff will then meet with the applicant to inform them of the options for financial assistance and will, submit the application for recommendation of approval of a maximum funding amount from the County Loan Review Committee. This recommendation will then be forwarded to the County Manager for final approval. The Loan Review Committee will evaluate the request according to underwriting criteria, including, but not limited to the following: housing to income ratio, debt to income ratio, credit score, loan to value, appraised value, and proposed change in housing expense.

If the loan application requires conditional approval, it will require approval from the Loan Review Committee and County Manager. Subsequently, if program staff determines loan conditions have been met, program staff will inform the LRC, and a second LRC meeting will not be held unless requested by the LRC for the LRC to also determine loan conditions have been met. If a second LRC meeting is held, program staff will contact the County Manager to ask if the County Manager wishes to review the loan application a second time for approval. Procedures for Loan Determination & Approval are explained under Procedure 6 below.

The application period for assistance will be conducted year-round while funds are available in the fiscal year. Applications will be processed on a first come-first served basis, according to the date when the final applications are determined to be complete by staff and logged in to the system.

VIII. County Loan Review Committee

A County Loan Review Committee shall serve as an advisory/review committee to the County and to make recommendations to the County Manager on all loan approvals. Unless the County delegates the authority to make loans with County money to another organization, the County Manager will need to approve all loans, after reviewing the recommendations of the County Loan Review Committee. This County Loan Review Committee will consist of five members with knowledge of finance, construction, property management, and real estate sales.

IX. Underwriting Criteria

Underwriting consists of an objective analysis of the risks associated with a loan, as well as conformity to Program parameters. The application, credit report, verifications and all requested documentation shall be reviewed by Program Staff and/or authorized Program partners. Underwriting shall be performed by the County or by a partner designee, utilizing Program-approved underwriting criteria. In the instances where loans are to be provided by a bank under a program partnership agreement, the underwriting shall be performed by the bank which is originating and servicing the loan, under contract to the Program, using underwriting criteria that has been developed jointly between the bank and the County.

For the non-amortizing deferred payment loans, if the first mortgage is a 30-year prime mortgage loan the primary underwriting criteria will include the following: Maximum cumulative loan to value is 100%; minimum credit score is 620; with Loan Review Committee empowered to make positive recommendation below this level under extenuating circumstances; and back end ratio must be at or below 50%. If the first mortgage is an adjustable rate mortgage (ARM) as allowed by these program guidelines, minimum credit score is 660 and back end ratio must be at or below 43%. For both prime mortgage loans and ARMs, the maximum cumulative loan to value is 105%; purchase price of home must be at or below appraisal; and home must have clear title.

If two credit scores are provided, the lower of the two scores is used for the application. If three credit scores are provided, the middle score is used. Applicant must receive prime fixed rate first mortgage financing before down payment assistance funds are released. If the home is a manufactured home it must be on a permanent foundation.

X. Foreclosure Notices

All foreclosure notices for homes which are in the program will be reviewed by program staff to determine action to be taken. Action to be taken can include allowing the foreclosure to proceed without a Right to Redeem if the County determines the property is not feasible to redeem through the foreclosure process. Program staff will document when the property went to public sale and process the loan write off in accordance with local and/or State write off procedures.

If the outstanding loan amount has been determined feasible to redeem, Program Staff may also forward the foreclosure notice to the County Attorney requesting the Right to Redeem be processed. The County Attorney will process the legal documentation to purchase the property from the foreclosure following State and Local laws or suggest other possible loan redemption options. Procedures for foreclosure notices are explained under Procedure 9.

XI. Borrower Bankruptcy Notices

In the case of receipt of a borrower bankruptcy notice, Program Staff shall review the notice and forward the notice to the County Attorney's office for additional assistance.

XII. Loan Subordination

Program Staff shall process any subordination requests from the borrower. The County will consider Subordination requests only for refinance of the borrower's first mortgage and under these circumstances: 1) The lien position of the County loan is in the same position or in an advanced position; 2) Total loan-to-value (LTV) will not exceed 100% per program eligibility requirements; 3) Applicant will meet the same underwriting criteria as were met when the County was first approved.

Staff will forward to the Lender the Subordination Policy for down payment assistance mortgage loans. The Lender will be instructed to provide all information required to satisfy the subordination requirements detailed in the Subordination Policy. Program Staff shall,

upon receipt of the Subordination Package from the Lender, review and analyze the documentation to determine if the request meets the subordination requirements. If it does, County staff will sign the prepared subordination agreement. The approved Subordination Agreement, will be forwarded to the Lender and the original Subordination Agreement will be delivered to the Lender for the signature from the Owner, and the Lender will be responsible for the recording of such document. A copy of the subordination agreement will be attached to and filed with the recorded mortgage until a recorded copy is received. The recorded copy will eventually be attached to the recorded mortgage. Procedures for loan subordination are explained under Procedure 12 below.

XIII. Core Program Rules

1. Property owners must occupy the property as their principal residence and qualify as low and/ or very low – income at the time the income certification is prepared. The Program has an aggregate asset limitation of \$50,000, although liquid assets in excess of \$25,000 may trigger a requirement for an additional down payment from the applicant, in excess of the minimum otherwise required. There is no first time homebuyer requirement; applicant may have an existing improved residential property at the time of application, provided that the property is sold prior to closing of the down payment assistance loan, as set forth in Section VI above.
2. The subject property must be located within Los Alamos County. The home can be detached, a duplex, triplex, quadraplex, townhome, condominium or manufactured home on a permanent foundation.
3. The subject property value must be below the MFA current program limits for the First Home or Next Home program.
4. Applicants may receive financial assistance one time only from the Homebuyer Assistance Program. Applicants may combine funding for the Homebuyer Program with the Home Renewal Program.
5. Applicants must meet the definition of an *Eligible Buyer* per Ordinance No. 02-270. This means a household earning less than eighty (80) percent of the Los Alamos County Area Median Income as calculated by the United States Department of Housing and Urban Development (HUD), prior to its downward cap adjustment to the national low income limit.
6. Income qualifications must be completed before program assistance is provided. Income verifications are good for six months from date of initial income certification. Commitments for down payment assistance are good for 6 months from the date of initial commitment. After that time, the commitment would expire and a new application must be submitted.
7. The minimum level of program financial assistance is \$8,000.
8. Homebuyers must contribute a minimum down payment in an amount of \$1,500. The following items can count toward the \$1,500 down payment: the cost of appraisal,

required earnest money deposit, home inspection by a certified home inspector, title insurance, survey, recording fees, homebuyer training and closing fees to the title company. In addition, the applicant may be required, as a condition of assistance, to contribute a greater down payment if they have greater than \$25,000 in liquid assets, defined as assets that can be converted to cash without payment of a penalty or sales commission, with no impact on the value of the asset.

9. The applicant must obtain a Homeowner's Property Insurance policy at the time of loan closing. Los Alamos County shall be named as additional insured (2nd Mortgagee). The Homeowner Property Insurance Policy shall remain active until the loan has been repaid and/or forgiven. Homebuyer shall maintain insurance at all times to the specified limits while loan remains outstanding.

10. The down payment assistance loan, in addition to providing funds for a down payment, can be used to pay for certain closing costs being title insurance policy (not including title commitment to be paid for by the seller), survey cost, fees to the title company, and recording fees. This assistance cannot be used to pay for buyer loan costs, home inspection, HOA fees, pre-pays, initial escrow payments, home warranty, real estate broker commissions, delinquent taxes, liens, or charges levied against the home. County funds cannot be used to reimburse funds already paid by applicant, as described in Section VI above.

11. Homebuyers who have filed for bankruptcy or have had property foreclosure must wait one year from the bankruptcy dismissal date or from the foreclosure completion date to apply for the Homebuyer Assistance Program.

12. If homebuyers choose to sell the home, they are responsible for repayment of the loan and any accumulated interest to the County. Also, if the homeowner dies, the successors, Trust or other legal entity that is in possession of the home is responsible for repayment of the loan and any accumulated interest to the County. However, the loan is not required to be repaid to the County if the home is sold to an income-qualified buyer who meets all program criteria and executes a new mortgage and note. If the home is sold to an income-qualified buyer who has not received assistance under the Homebuyer Assistance Program, the income-qualified buyer may apply for a new loan in full amount of the existing County mortgage. The buyer must meet Program Loan Limits and Underwriting Criteria and buyer can only apply for a County loan in a loan amount equal to or less than the existing loan amount. The existing mortgage and note with the prior owner will be cancelled and a new mortgage and promissory note in such a case with the new owner will be issued and recorded.

XIV. Homebuyer Education & Counseling

All qualified homebuyers in the Program will be required to take an approved homebuyer training and counseling course such as the *E-Home America* online training or another course provided by a qualified provider. Homebuyer training and counseling will also include 1 to 2 hours of in-person training in Los Alamos. The counseling will ensure the selected household gain a strong understanding of Program. Homebuyers counseling will help guide the

approved applicant so they understand the end-to-end process for home purchase including assembling needed documentation, applying for the loan, home inspection, closing the purchase, issuance and recording of final documents, and complying with the terms of any mortgage and promissory note which mortgage shall include any other agreement(s) which the County may require. As part of the counseling services, homebuyers will gain basic financial training to help them establish a monthly household budget. Counseling will also advise homebuyers that mortgage loans should be of an amount, interest rate, and terms which they can comfortably afford, pay back, and avoid foreclosure; the maximum loan amount offered to them may not necessarily be financially suitable for them; and that private mortgage insurance should be avoided where possible.

XV. Financial Assistance

Very Low income households are defined as those earning between 30 and 49.9% of Area Median Income (AMI), and *Low income households* as those earning between 50% and 80% of AMI, as adjusted by size of household and as defined by the Department of Housing and Urban Development. Those households with annual income between 30 and 49.9% AMI qualify for a 0% deferred payment loan; 50%-59.9% of AMI qualify for a 1% deferred payment loan from the Program; those households with annual income between 60%-69.9% of AMI qualify for a 1.5% deferred payment loan from the Program; and those households with annual income between 70%-79.9% of AMI qualify for a 2% deferred payment loan from the Program. Interest charged is simple interest.

Program funds applied to down payment assistance shall be as follows:

A. Loans:

1. Must meet the very low to low income eligibility requirements
2. Must own and occupy the property as long as the debt is outstanding

Terms: 0% to 2% interest depending on annual income category.

Repayment is due in full whenever one or more of the following occurs:

- The borrower(s) sell the property;
- The borrower dies;
- The borrower(s) no longer occupy the property due to the following situations:
 - The borrower moves out of the subject property, continues to own the subject property and rents the property to a tenant
 - The borrower moves out of the subject property, continues to own the subject property and someone other than the owner of record occupies the property
- 3. If the borrower(s) wishes to add another household member entity to the property title other than which was originally on title at the time the down payment assistance loan was signed, then new information about household income and other information necessary for meeting program preliminary eligibility criteria will need to be provided

to Program Staff. If all criteria are met for preliminary eligibility, the borrower and additional household member information will be presented to the Loan Review Committee and County Manager for preliminary approval to add the household member. Program Staff will request additional information from the borrower as determined necessary by Program Staff, Loan Review Committee and County Manager and a full application to the Program may be required.

B. Program Limits and Restrictions:

Minimum loan amount shall be no less than \$8,000.

The costs of the required primary lender appraisal must be paid for by the applicant.

PROCEDURES

The Homebuyer Assistance Program Procedures below explain the step by step tasks and methods which are required to be performed for each major stage of the Program by County staff or Program Representative. The Program procedures will ensure the Program is administered consistent with the Program Policies and in a clear and efficient manner.

In the case that the Program is being administered by the County and not by an external entity, any contractor services anticipated to be required on a recurring basis will be acquired through the County's procurement process. Such services include and are not limited to credit reporting agency services, inspections, titling, etc.

PROCEDURE 1: Submission of Application

Summary

Application procedure for the Homebuyer Assistance Program. In general, application packets will be made available on a first come, first serve basis at the CDD offices and also through designated Program partners if applicable

Position

Program Specialist, Housing Manager or other Program Official/Designee

Action

1. Applicant contacts the CDD or Program partner and requests information on the Homebuyer Assistance Program.
2. Program Representative provides the applicant with the descriptive information (eligibility requirements, etc.) of the Program by one the following:
 - a. Application packet is available for pick up by applicant.
 - b. Mail application packet to applicant.
 - c. Direct applicant to website to download application materials.
3. Program Representative explains to all persons interested in applying for the Program that they must meet with Program Staff before they begin filling out the application. The Program Representative will also explain that program records are subject to the State Inspection of Public Records Act (IPRA) and that certain information submitted by applicants may be also be subject to disclosure. The following documentation must be submitted by the applicant in order to be considered for the program:
 - a. Program Application filled out and signed by all parties that are to be on title to the property.
 - b. Applicant(s) shall provide *Proof of Household Income* to include but not be limited to the following:

- i) Copy of three (3) most current pay stubs from all household members 18 years of age or older;
 - ii) Copy of current years Social Security Benefit Statement, Disability Benefit Statement, Retirement/annuity Benefit Statement, Court Ordered Child Support, Alimony and Divorce Decree or other supplemental income;
 - iii) Copy of two (2) most current Federal Tax Returns for all household members 18 years of age or older;
 - iv) Copy of three (3) most current bank statements for all household members 18 years of age or older, if required to file;
 - v) Copy of three (3) most current financial statements which include all other assets owned by the applicant including checking, savings, Certificates of Deposit, stocks, bonds, retirement accounts, trust accounts or any other assets from which the applicant may derive income;
 - c. Purchase agreement, if one has already been executed.
 - d. Prequalification letter from lender and/or lender package including underwriting analysis if applicable and/or credit report.
 - e. Home inspection report, if one has already been prepared.
 - f. Appraisal, if one has already been prepared.
 - g. Any other information that program staff determines necessary or relevant to the processing of the application.
4. An applicant who has not previously received a loan from the County's Homebuyer Assistance Program and whose application was rejected may re-apply for the program after one year.
5. If the applicant is an employee of the County, of one of the LRC members, or of a non-County entity administering the program:
- a. All LRC members and any non-County entity administering the program and attending the loan review meeting for the application will be read a statement by the LRC Chair or Acting Chair that they are subject to the Code of Ethics as found in the County Code of Ordinances.
 - b. Any LRC member or non-County entity administering the program and attending the loan review meeting for the application who employs the applicant or who believes they may have a conflict of interest will recuse themselves from voting on the application.

PROCEDURE 2: Determination of Applicant Eligibility

Summary:

Procedures used to review the application and applicant's eligibility for participation in the Program

Position:

Program Specialist, Housing Manager or other Program Official/Designee

Action:

1. Review application and attached documentation for eligibility based on household income, assets, and other program parameters.
2. Program staff will meet with the applicant upon receipt of the application, verify the applicant's eligibility for the program and explain how the Program and process works. For applicants who are determined ineligible for the Program, program staff will provide a letter explaining the applicant is eligible and the evaluation criteria that were not met.
3. Verify that the applicant has provided copies of all required documentation pertaining to ownership and income as identified in the Program's Policies and Procedures.
4. Complete the Income Certification Form based on the submitted documentation for income and assets to determine the total anticipated annual household income and percentage of Los Alamos County median income.
5. Annual income will be estimated using current income information from paystubs, benefit statements, etc. If future raises or increases in income are known in fact, they will be applied to current income, in order to estimate future income. Any current overtime or compensation pay will be projected forward assuming the same proportional rates. Interest and dividend income from checking and savings accounts, stocks, bonds, and Certificates of Deposit, will be applied to income, along with any self-employment income, and net earnings from business. If self-employed, the employer portion of social security taxes paid is not counted as income. Interest or dividend income re-invested in any retirement accounts will not be considered as income.
6. Re-qualification prior to closing is required under the following circumstances:
 - Material changes to household size
 - Material changes to income
 - Six month expiration of initial qualification
 - As required by Program Staff

7. An applicant who received a letter they do not meet eligibility criteria may request a meeting with program staff for staff to explain in person why the applicant was determined not eligible. The applicant will be permitted to submit any required information that was not provided in the applicants' initial application. Program staff will review the application again and issue a second letter to applicant explaining whether or not they meet the preliminary eligibility criteria.
8. Where program staff can prove in the application review process there has been falsification or inaccurate data or information provided, there is grounds for immediate disqualification of the application.

PROCEDURE 3: Establishing Project File for Each Applicant

Summary:

Procedure for beginning a new project file for qualified applicant

Position:

Program Specialist, Housing Manager or other Program Official/Designee

Action:

1. Staff receives the approved application and documentation from applicant. Staff creates an applicant file utilizing the appropriate check list, labels, section and title as established for the program.
2. Staff verifies that the applicant(s) have given written permission to secure a credit report and other required verification (signature on second page of application).
3. Review the title commitment provided by the title company.
4. A Credit Report is requested for all applicant household member age 18 and older using the name, address and social security number(s) listed on the application and/or on their individual tax returns. Credit reports will be obtained using data from Trans Union, Experian and Equifax. A copy of the credit report will be placed in the project file. Credit Report run by lender may be utilized.
5. Program Staff will conduct a review of title commitment to check for any recorded liens against the property. If a recorded lien is discovered, program staff will determine what appropriate action to be taken, if any.
6. Program Staff will conduct a review of all information on the credit report to determine applicant's existing debt and applicant's payment history. The credit report will be used to verify the following minimum information.
 - Information regarding collections and judgments against the applicant
 - Bankruptcy information, if any
 - Ownership of any properties
 - Existing debt

Any credit concerns shall be analyzed by Program Staff and used to evaluate the application and will be disclosed by the Loan Review Committee. Program Staff review any potential problems/ issues pertaining to the applicant's credit report and/or title commitment for the property the applicant proposes to purchase. Information obtained from these reports and income and asset certification, etc. shall be used to determine eligibility of the applicant and advise County staff to proceed to the next step in the application process or advise the applicant in writing of their ineligibility.

7. Obtain the appraisal required by the lender for the proposed purchase of the property and use this appraisal to determine if the property is eligible and if underwriting criteria are satisfied. A copy of the appraisal will be placed in the applicant file.
8. Input the application relevant information into the established program tracking database, put applicant file together and assign file number.

PROCEDURE 4: Homebuyer Education and Counseling

Summary:

Procedure for Homebuyer Education and Counseling

Position:

Program Specialist, Housing Manager or other Program Official/Designee

Action:

1. Homebuyer training packet prepared including necessary informational and instructional materials. Homebuyer training will be arranged and will include a training such as E-Home America online training or another suitable provider. Homebuyer training will also include 1 - 2 hours of in-person training in Los Alamos.
2. Training is effectively designed and conducted to ensure that homebuyers:
 - a. Understand the end-to-end process for home purchase including assembling needed documentation, applying for a loan, home inspection, closing the purchase, issuance and recording of final documents, and complying with the terms of any mortgage and promissory note, which mortgage shall include any other agreement(s) which the County may require.
 - b. Establish a monthly household budget and manage the budget.
 - c. Understand that mortgage loans taken should be of an amount, interest rate and terms which they can comfortably afford, pay back, and avoid foreclosure; the maximum amount loan offered to them may not necessarily be financially suitable for them.
 - d. Understand basic home maintenance and repair and responsibilities of a homeowner.
3. Course must be completed prior to closing. If more than 12 months have passed since the Homebuyer attended a homebuyer training course, the Homebuyer must take the course again.
4. Homebuyers are provided a test to complete which they must pass to be awarded a printed certificate. The test will be provided in English.

PROCEDURE 5: Home Inspection Process

Summary:

Procedure for initiating the Home Inspection to determine property eligibility

Position:

Program Specialist, Housing Manager or other Program Official/Designee

Action:

1. Contact the applicant/owner to schedule the home inspection.

For any proposed homes for purchase:

2. A home inspection by a certified home inspector will be required as a condition of financing.
3. The home inspection report will be reviewed by Program staff. The review will determine if the home is adequate in terms of number of rooms, bedrooms, and overall square footage per person per program standards. In addition, the review of the report will enable program staff to identify if there are existing inadequate conditions which represent an immediate threat to occupant's health, safety and welfare. A qualitative assessment will be made by Program Staff of the homeowner's ability to afford to pay for the needed improvements identified in the home inspection report.

The review of the home inspection report and the qualitative assessment will be used by Program Staff and the Loan Review Committee as part of the evaluation of the application.

Home inspections by Program Staff are not intended to replace a separate home inspection by a licensed and bonded Home Inspector by the Applicant. **The inspection by Program Staff is not a guarantee or warranty of the Property's condition, functionality, habitability, workmanship, roof, structure, mechanical systems, sewer and water systems, foundation, location, or environmental condition.** All home inspections and forms will contain a similar statement to this disclaimer.

PROCEDURE 6: Loan Determination & Approval

Summary:

Procedure for Loan Determination & Approval

Position:

Program Specialist, Housing Manager or other Program Official/Designee, County Manager

Action:

1. a. Perform household budgeting exercise with prospective homeowners and translate into an affordable mortgage amount based on current rates and terms.
b. Review the application for preliminary determination of the financial assistance needed for the down payment based on the information obtained from the applicant file and down payment amount needed based on mortgage lender requirements.
2. Program staff shall review the application and recommend to the Loan Review Committee (LRC) that the application be approved or denied.
3. The LRC shall meet to review the loan application, consider the recommendation of staff and the LRC and will vote and issue its decision at the meeting. Staff will record the LRC decision in writing and forward a summary of the applicant's loan application and the LRC recommendations by email to the County Manager.
4. The County Manager will review the Loan Review Committee' recommendation and reply to Program Staff with County Manager's decision.
5. Program Staff shall input the applicant information into program tracking database, notating the decision of the County Manger as approved or denied. Any additional conditions placed on the loan as agreed upon by LRC and County Manager will be placed in the case file. Examples of conditions of loan approval would be applicant agreement to consolidate existing credit card debt and to achieve a repayment plan with the IRS for overdue income taxes. Other conditions may be required on a case-by-case situation.
6. Program Staff shall issue an approval or rejection letter to applicant based on Loan Review Committee recommendation and final decision from County Manager.
7. If the loan application requires conditional approval, it will require approval from the Loan Review Committee and County Manager. Subsequently, if program staff determines loan conditions have been met, program staff will inform the LRC, and a second LRC meeting will not be held unless requested by the LRC for the LRC to also determine loan conditions have been met. If a second LRC meeting is held, program staff will contact the County Manager to ask if the County Manager wishes to review the loan application and second time. If the County Manager wishes to review the loan

application a second time, program staff will forward a summary of the applicant's loan application and the LRC recommendation to the County Manager for the County Manager to review and provide a recommendation.

8. An applicant may appeal an adverse decision by the LRC to reject a loan application on the grounds that the LRC did not review all required application information or review and/or analyze the application information correctly. The appeal must be submitted within 30 days of the date the rejection letter was received by the applicant. Review of the appeal will be based on the 'denied' loan file and whether the review and denial was somehow not in accordance with Program Policies and Procedures. The appeal will be accepted by Program Staff and then presented to the LRC for review within 30 days from the receipt of the applicant's appeal. The LRC will issue a letter of its decision to approve or deny the appeal and underlying application. Program Staff will then forward that decision to the applicant and emailed to the County Manager. The LRC decision letter will explain the reasons to deny or approve the application including such as, for example, whether an applicant had falsified documents or records, whether the applicant failed to provide necessary/required documents, etc.

PROCEDURE 7: Loan Closing Preparation

Summary:

Procedure for Loan Closing Preparation

Position:

Program Specialist, Housing Manager or other Program Official/Designee

Action:

1. Meet with first mortgage lender upon approval of down payment assistance loan and prior to loan closing, to coordinate funding timing and closing requirements, including acceptable funds transfer methods.
2. Prepare the following loan documents, based on the approved loan determination:
 - a. Down payment Assistance Mortgage
 - b. Closing Disclosure
 - c. Promissory Note
 - d. Loan Set-up formCounty Attorney will review Closing Disclosure form, Mortgage documents and Promissory note prior to end of Program design phase.
3. Coordinate the loan closing with the homebuyer, lender, and title company. Prior to the loan closing taking place, Program Staff shall obtain the certificate of Homeowner Property Insurance which names the County (as the project lender) as the second mortgagee or additional insured on the actual policy.

PROCEDURE 8: Loan Closing with Homebuyer

Summary:

Procedure for Loan Closing with Homebuyer

Position:

Program Specialist, Housing Manager or other Program Official/Designee

Action:

1. Staff shall explain the following closing documents with the borrower(s), answer any questions and obtain required signatures:
 - a. Down payment Assistance Loan Mortgage
 - b. Closing Disclosure
 - c. Promissory Note

Obtain a copy of the borrower(s) current identification for the homebuyer file (may be obtained at application submittal). Note: Program Representative must be absolutely clear in explaining that the mortgage and note is a recordable instrument and will result in a recorded lien against the property and that the lien will remain on record until such time as the loan is paid in full.

County Attorney will review Closing Disclosure form, Mortgage documents and Promissory note prior to end of program design phase.

2. Program Representative shall summarize the Los Alamos County Mortgage and Promissory Note with the borrower(s), answer any questions and obtain required signatures on the document.

Note: Staff shall be thorough in describing and explaining the mortgage and note which secures the down payment assistance to ensure that the borrower(s) is confident and knowledgeable relating to all of the loan documents and their obligations to which he/she/they are agreeing to. Program Representative shall explain the terms of the loan, when the loan is due and payable, and applicable interest, if any. Program Representative shall address each document, answer any questions and ensure that all applicable documents are properly executed, witnessed and notarized as required.

3. Title company shall make copies of all documents and provide the borrower(s) with a complete set of executed loan closing documents. All original documents with the exception of the Promissory Note and the Mortgage shall be placed in the homebuyer file. Copies of the Promissory Note and Mortgage will be placed in the Program file in a secure location administered by the Program Representative.

4. After closing, the title company shall record the mortgage and note originals. Copies of the recorded mortgage and note shall be placed in the Program file. If a non-County entity is contracted to administer the Program, then two sets of recorded mortgage and note shall be made and one set placed in each of non-County entity and County Program file.
5. Coordinate transfer of down payment assistance funds to title company. For transfer of funds from the County's Finance Department to the title company, program staff shall provide the Finance Department a copy of the County Manager's written approval of the loan amount as well as a copy of the County mortgage with County signatures.

PROCEDURE 9: Foreclosure Notices

Summary:

Procedure for Foreclosure Notices

Position:

Program Specialist, Housing Manager or other Program Official/Designee, County Attorney

Action:

1. Staff shall review all foreclosure notices to determine action to be taken. Action to be taken will be to contact the County Attorney's office for further processing.

PROCEDURE 10: Bankruptcy Notices

Summary:

Procedure for Bankruptcy Notices

Position:

Program Representative, County Attorney

Action:

1. Program staff shall, upon receipt of a Bankruptcy Notice contact the County Attorney's Office. Program Staff will review the type of bankruptcy and determine if it includes the down payment assistance loan. Regardless of whether the bankruptcy includes the down payment assistance loan, the County will file a claim to preserve County rights.

PROCEDURE 11: Loan Payoff

Summary:

Procedure for the processing of Loan Payoff on Down Payment Assistance Loans

Position:

Program Representative, County Attorney

Action:

1. Staff, upon receipt of a request for Loan Payoff, provide the Lender and/or Owner of the property with the requested pay off information using email or U.S. Mail.
2. Staff shall address the actual Loan Payoff receipts in accordance with the Loans and Underwriting Policies and Procedures as previously approved.

PROCEDURE 12: Loan Subordinations

Summary:

Procedure for the processing of Loan Subordinations

Position:

County Staff

Action:

1. Staff shall address all Subordination Requests pertaining to County-financed Down payment Assistance Loans. All requests will be forwarded to the Housing and Special Projects Manager. The County will consider subordination requests only for refinance of the borrower's first mortgage and under these circumstances:
 - Applicant will meet same underwriting criteria as when County loan was first approved.
 - Lien position of County is in same or advanced position.
 - Total loan-to-value (LTV) will not exceed 100% ~~per program eligibility requirements.~~
2. Staff will email and/or fax the Lender the Subordination Policy for down payment assistance mortgage loans. The Lender will be instructed to provide all information required to satisfy the subordination requirements detailed in the mortgage.
3. Staff shall, upon receipt of the Subordination Package from the Lender, review and analyze the documentation to determine if the request meets the subordination requirements of the mortgage. If it does, County staff will sign the prepared subordination agreement.

Approved Subordination Agreement, shall be email/faxed to the Lender and the original Subordination Agreement will be delivered (as specified by the Lender) to the Lender for the signature from the Owner and the Lender will be responsible for the recording of such document. A copy of the subordination agreement will be attached to the recorded mortgage until a recorded copy is received. The recorded copy will eventually be attached to the recorded mortgage.

PROCEDURE 13: Reporting

Summary:

Procedure for reporting on each application for down payment assistance

Position:

Program Representative

Action:

1. Provide a post-closing loan report for each home and deliver by email to County's Program Manager.
2. Provide project status updates both verbal and written on a monthly basis, or as requested by County.
3. Coordinate reporting, scheduling, and assignments between stakeholders to ensure each project remains on schedule.
4. Produce annual statements for homeowners from master spreadsheet including amount of principal and accrued interest, to be mailed out by County.

All reporting documentation provided by the Program Representative to the County will be in a format agreed upon by the County and Program Representative.

PROCEDURE 14: Annual Verification of Occupancy

Summary:

Procedure for verifying occupancy of homes purchased with assistance under this program. This will be completed on an annual basis.

Position:

Program Specialist, Housing Manager and/or County Staff from other departments

Action:

1. To verify whether the program participant homebuyer is occupying the purchased home as a primary residence (per program affordability controls i.e. for as long as the loan funds are unpaid and outstanding) County staff will perform an annual check of information sources. If another entity is contracted by the County to administer the program, the entity will assist staff with this annual check.
2. Staff annual check of information sources may include, and will not necessary be limited to, tax assessor records and utility bills. Staff will, if needed, explain to home owner or occupant that the annual check of information sources is described in the recorded down payment assistance loan mortgage documents.



County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 1)

Index (Council Goals): * 2018 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure Including Updated Enterprise Software and Permitting

Presenters: Steven Lynne, Deputy County Manager

Legislative File: 10989-18

Title

Board/Commission Appointment(s) - Valuation Protests Board

Recommended Action

I move that Council appoint Bob Harmon as the Valuation Protests Board Professional representative and Karl Hjelvik as the Valuation Protests Board Professional representative alternate, with demonstrated experience in the field of property valuation, and Richard Klamann as the Valuation Protests Board Community representative alternate, all for the remainder of the terms ending June 25, 2019.

Body

The purpose of this item is to appoint three members to fill three vacancies on the Valuations Protests Board.

The purpose of the Valuation Protests Board is to serve as an independent board to hear and make decisions, based on evidence presented and current law, on protests of value determinations made by the County Assessor. This board, mandated by State Statute (Attachment A), consists of three voting members plus three alternates. One member plus an alternate are employees of the State Property Tax Division (PTD). The NM PTD staff member (or alternate) serves as the Chairman of the Valuation Protests Board. Two additional members plus alternates are to be appointed by the County Council.

The members and alternates appointed by the County Council must meet the following requirements: 1) for the Primary Community Representative(s) position - one member and one alternate shall be qualified electors of the county and shall be appointed for a term of two (2) years; 2) for the Professional Representative position - one member and one alternate shall be qualified electors of the county, shall have demonstrated experience in the field of property valuation, and shall be appointed for a term of two years.

The vacancies represent the unexpired terms vacated by Stan Primak (Professional representative), Ina Acomb (Professional representative alternate), and Maureen Johnson (Community representative alternate) which end on June 25, 2019.

The applicants for this position are: Bob Harmon, Karl Hjelvik, and Richard Klamann.

Kay Chinn is currently serving as the primary Community representative.

Attachments

A - Valuation Board Ordinance Statue

B - VPB Applications 7 31 2018

Los Alamos County, New Mexico - Code of Ordinances

ARTICLE XIII. - VALUATION PROTESTS BOARD

Sec. 8-291. - Valuations protests board.

There exists a valuation protests board subject to the general provisions of this chapter except for the requirement for a Council liaison and as otherwise provided by law. This board has such membership qualifications, duties, and responsibilities as set forth in NMSA 1978, § 7-38-25.

(Ord. No. 02-078, § 2, 10-3-2006)

New Mexico State Statute (NMSA 1978) Section 7-38-25:

7-38-25. County valuation protests boards; creation; duties; funding. (1997)

A. There is created in each county a "county valuation protests board". Each board shall consist of three voting members. Three alternates shall also be appointed to serve as voting members in the absence of a voting member. Voting members and alternates shall be appointed as follows:

- (1) one member and one alternate shall be a qualified elector of the county and shall be appointed by the board of county commissioners for a term of two years;
- (2) one member and one alternate shall be a qualified elector of the county, shall have demonstrated experience in the field of valuation of property and shall be appointed by the board of county commissioners for a term of two years; and
- (3) one member and one alternate shall be a property appraisal officer employed by the department, assigned by the director and shall be the chairman of the board.

B. Members of the board and alternates appointed under Paragraph (1) or (2) of Subsection A of this section shall not hold any elective public office during the term of their appointment nor shall any such member or alternate be employed by the state, a political subdivision or a school district during the term of his appointment.

C. Vacancies occurring on the board shall be filled by the authority making the original appointment and shall be for the unexpired term of the vacated membership.

D. The county valuation protests board shall hear and decide protests of determinations made by county assessors and protested under Section 7-38-24 NMSA 1978.

E. Members of the board and alternates when serving as voting members appointed under Paragraphs (1) and (2) of Subsection A of this section shall be paid as independent contractors at the rate of eighty dollars (\$80.00) a day for each day of actual service. The payment of board members and alternates and all other actual and direct expenses incurred in connection with protest hearings shall be paid by the department.



APPLICATION



VOLUNTEER FOR LOS ALAMOS COUNTY BOARDS AND COMMISSIONS

(Please be aware that as a public entity, the County of Los Alamos is obligated to furnish this information to the public if so requested. Please also note that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 Form.)

NAME: Bob Harmon DATE: July 2, 2018

REGISTERED TO VOTE IN LOS ALAMOS: YES ☒ NO ☐

PARTY AFFILIATION AS REGISTERED:

☐ Democrat ☒ Republican ☐ Independent ☐ None of the Above/Other _____
(Los Alamos County law mandates that no Board/Commission can have more than a simple majority of members from any one political party.)
☐ Verified (For LAC use)

ADDRESS: (Applicants are required to be residents of Los Alamos County)

Los Alamos, NM 87544

HOME PHONE: _____ WORK PHONE: _____

E-MAIL ADDRESS: _____ (Please, no e-mail addresses ending in "lanl.gov")

CELL PHONE: _____

BOARD OR COMMISSION ON WHICH YOU WISH TO SERVE:

Valuation Protests Board

HOW DID YOU LEARN OF THIS BOARD/COMMISSION VACANCY?

Contacted by the County Assessor's Office

DO YOU CURRENTLY SERVE ON ANY COUNTY BOARD OR COMMISSION?

Yes ☐ No ☒

If yes, which one? [Los Alamos County Law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.]

County Charter Section 905.1 allows County employees to serve on Boards or Commissions as non-voting members only.

Questions are on the next page. Please attach additional responses as needed.

Please complete and return to:

County Manager's Office
1000 Central Ave, Suite 350
Los Alamos, NM 87544
663-1750
662-8079 (fax)
www.losalamosnm.us

B&C application revised 3-29-16

1. Why would you like to serve on this particular Board?

Serve community and learn something in the process.

2. What volunteer or professional activities have you participated in that could apply to this appointment?

17 years in the mortgage and banking industry.

3. The time involved may be up to 10-15 hours per month or more, depending on the board. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

Yes

4. What would you like to accomplish during your tenure on this Board or Commission? (Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)

Learn more about the property valuation process. No special interests.

5. Have you had any direct or indirect involvement with this Board or Commission, or with the County staff supporting this Board or Commission, or County Councilors? If so, please explain.

I know some of the county staff and county councilors.

6. Are there any issues or matters, financial, or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

No



APPLICATION



VOLUNTEER FOR LOS ALAMOS COUNTY BOARDS AND COMMISSIONS

(Please be aware that as a public entity, the County of Los Alamos is obligated to furnish this information to the public if so requested. Please also note that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 Form.)

NAME: KARL HJELVIK DATE: 7-2-18

REGISTERED TO VOTE IN LOS ALAMOS: YES ☒ NO ☐

PARTY AFFILIATION AS REGISTERED:

☐ Democrat ☐ Republican ☒ Independent ☐ None of the Above/Other _____
(Los Alamos County law mandates that no Board/Commission can have more than a simple majority of members from any one political party.)
☐ Verified (For LAC use)

ADDRESS: (Applicants are required to be residents of Los Alamos County)

[REDACTED] WHITE ROCK, NM 87547

HOME PHONE: N/A WORK PHONE: [REDACTED]

E-MAIL ADDRESS: [REDACTED] Please, no e-mail addresses ending in "lanl.gov")

CELL PHONE: [REDACTED]

BOARD OR COMMISSION ON WHICH YOU WISH TO SERVE:

VALUATION PAYMENT BOARD

HOW DID YOU LEARN OF THIS BOARD/COMMISSION VACANCY?

CURTIS VALENCIA ASKED ME

DO YOU CURRENTLY SERVE ON ANY COUNTY BOARD OR COMMISSION?

Yes ☐ No ☒

If yes, which one? [Los Alamos County Law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.]

County Charter Section 905.1 allows County employees to serve on Boards or Commissions as non-voting members only.

Questions are on the next page. Please attach additional responses as needed.

Please complete and return to:

County Manager's Office
1000 Central Ave, Suite 350
Los Alamos, NM 87544
663-1750
662-8079 (fax)
www.losalamosnm.us

B&C application revised 3-29-16

1. Why would you like to serve on this particular Board?

I am interesting in serving because I like to be involved in my community. I also would like to learn how property values are calculated. I also think that my financial background and reviewing real estate values will be a great asset to the Board.

2. What volunteer or professional activities have you participated in that could apply to this appointment?

I have over 20 years of financial audit experience and I have been able to develop a great understanding of real estate value during that time.

3. The time involved may be up to 10-15 hours per month or more, depending on the board. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

Yes

4. What would you like to accomplish during your tenure on this Board or Commission? (Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)

I would like to work with the County and the residence in establishing an objective evaluation process of property valuation.

5. Have you had any direct or indirect involvement with this Board or Commission, or with the County staff supporting this Board or Commission, or County Councilors? If so, please explain.

No

6. Are there any issues or matters, financial, or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

No

1. Why would you like to serve on this particular Board?

32 Year resident of Los Alamos, Interested in giving back, i.e. general public service

2. What volunteer or professional activities have you participated in that could apply to this appointment?

I have been a board member of volunteer organizations that support artistic and senior activities, but nothing applicable to the Valuation Protests Board.

3. The time involved may be up to 10-15 hours per month or more, depending on the board. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

Yes

4. What would you like to accomplish during your tenure on this Board or Commission? (Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)

No specific mission or interest, other than good governance.

5. Have you had any direct or indirect involvement with this Board or Commission, or with the County staff supporting this Board or Commission, or County Councilors? If so, please explain.

I am a long-time friend of Ken Milder, current County Assessor, largely through the Los Alamos Little Theater. Ken solicited this position casually to a group of friends. I have had no prior interaction with Ken in his role as County Assessor.

6. Are there any issues or matters, financial, or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

I have no issues or matters that might result in any conflict of interest.



County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 2)

Index (Council Goals):

Presenters: Paul Andrus, Community Development Director and Tamara Baer, Planning Manager

Legislative File: 10988-18

Title

Board/Commission Appointment for the Planning and Zoning Commission

Recommended Action

I move to nominate Ralph Chapman, Jacqueline Shen, or Richard Thompson to fill one (1) vacancy on the Planning and Zoning Commission. I further move that Council appoint the nominee to the vacant position by roll call vote. The nominee with the highest votes of four or more will be appointed to a partial term beginning April 01, 2016 and ending on March 31, 2019. The appointee will be eligible for 2 full terms with the first term beginning 04/01/2019.

Body

The purpose of this item is to fill a vacancy on the Planning and Zoning Commission.

The Planning and Zoning Commission consists of nine (9) members appointed by Council. There is currently one (1) vacancy on the Commission with the resignation of Ashley Mamula as of July 31, 2018. The second term of Commissioner Mamula will expire on March 31, 2019.

Ten (10) applicants were interviewed in February, 2018 by a committee consisting of Councilor Antonio Maggiore, Council liaison to P&Z; Michael Redondo, then P&Z Chair; and Tamara Baer, CDD and staff liaison to P&Z.

The current Chair of P&Z, Terry Priestly, has reviewed the remaining 3 applications and interview notes of those applicants not appointed in February, and forwards his recommendations to Council in the following order of preference.

Jacqueline Shen (R), Richard Thompson (R), and Ralph Chapman (I).

The original interview committee found all applicants to be well qualified and hoped that all would have the opportunity to serve on the Commission. The interview committee made their recommendation based on seeking a balance among the currently serving Commissioners and the backgrounds, interests and skills of the applicants.

The nine (9) member Commission has three-year terms beginning April 01 and ending March 31. Current members, their party affiliations and the dates they were appointed and the date their current term will expire are the following:

Party affiliations are noted as [D] Democrat, [R] Republican, [I] Independent, [G] Green, [L] Libertarian, [DTS] Declined to State, and [N] Not Registered to Vote.

Ashley Mamula (DTS) 04/01/2016 - 03/31/2019
Melissa Arias (D) 04/01/2017 - 03/31/2020
Jessie Dixon (D) 04/01/2017 - 03/31/2020
Craig Martin (D) 04/01/2017 - 03/31/2020
Terry Priestley (I) 04/01/2018 - 03/31/2021 Chair
Neal D. Martin (D) 04/01/2018 - 03/31/2021
April Wade (R) 2/27/2018 - 3/31/2019
Jean Dewart (D) 2/27/2018 - 3/31/2019
Beverly Neal-Clinton (I) 04/01/2018 - 03/31/2021 Vice Chair

As there are currently five (5) seated Democrats on the Commission, the newly appointed member must be selected from one of the other party affiliations. All three (3) candidates meet this requirement so that no single party will represent more than a simple majority on the Commission.

Attachments

- A - P&Z Member List
- B - Application Packet for Ralph Chapman
- C - Application Packet for Jacqueline Shen
- D - Application Packet for Richard Thompson
- E - Interview Panel Recommendation Form - February 2018



PLANNING AND ZONING COMMISSION

BOARD ROSTER



APRIL WADE

1st Term Feb 27, 2018 - Mar 31, 2019

Appointing Authority Council
Position PZ4
Office/Role Commissioner
Category R



ASHLEY MAMULA

2nd Term Apr 01, 2016 - Mar 31, 2019

Appointing Authority County Council
Position PZ7
Office/Role Commissioner
Category DTS



JEAN M DEWART

1st Term Feb 27, 2018 - Mar 31, 2019

Appointing Authority Council
Position PZ6
Office/Role Commissioner
Category D



CRAIG MARTIN

1st Term Apr 01, 2017 - Mar 31, 2020

Appointing Authority County Council
Position PZ2
Office/Role Commissioner
Category D



MELISSA ARIAS

1st Term Apr 01, 2017 - Mar 31, 2020

Appointing Authority County Council
Position PZ9
Office/Role Commissioner
Category D



JESSIE DIXON

1st Term Apr 01, 2017 - Mar 31, 2020

Appointing Authority County Council
Position PZ8
Office/Role Commissioner
Category D



NEAL D MARTIN

1st Term Apr 01, 2018 - Mar 31, 2021

Appointing Authority Council
Position PZ3
Office/Role Commissioner
Category D



BEVERLY NEAL-CLINTON

1st Term Apr 01, 2018 - Mar 31, 2021

Appointing Authority Council
Position PZ5
Office/Role Vice Chair
Category I



TERRY PRIESTLEY

1st Term Apr 01, 2018 - Mar 31, 2021

Appointing Authority Council
Position PZ1
Office/Role Chair
Category I

General Information

All County Board and Commission members must be residents of Los Alamos County.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

If you are interested in applying for the Board of Public Utilities, please contact Jamie Kephart at 505-662-8132.

If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.

Profile

Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Ralph

First Name

E

Middle Initial

Chapman

Last Name

Street Address

City

Email Address

Primary Phone

Suite or Apt
State

Postal Code

Alternate Phone

Party affiliation as registered: (Select one of the following) *

☒ Independent

Registered to vote in Los Alamos?

☒ Yes ☐ No

Wife, Linda Deck, and, friend,
Libby Carlsten

How did you learn of this Board/Commission vacancy?

Do you currently serve on any County Board or Commission?

☐ Yes ☒ No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

Interests & Experiences

Which Boards would you like to apply for?

Planning and Zoning Commission: Submitted

Why would you like to serve on this particular Board or Commission?

I think it is a critical part of the development of the County, especially in the need to walk the fine line of being progressive to promote growth and the healthy evolution of the County, and yet work to prevent the loss of our, especially, more historic neighborhoods and structures.

What volunteer or professional activities have you participated in that could apply to this appointment?

In being one the main, founding, members of Los Alamos Business Incubation (LABi - dormant for now)), I had a lot of experience in interacting with, especially, business, County and more state-wide people. I also often write comments for The Daily Post which require some knowledge of County issues.

The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

Yes

B - Application Packet for Ralph Chapman

**What would you like to accomplish during your tenure on this Board or Commission?
(Please identify any special interests you have that led you to become interested in serving
on this Board or Commission.)**

Trying to foster the healthy evolution of the County within the balance noted earlier of evolution and respect for our historical roots.

Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.

No

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

Not that I anticipate.

If you have any questions, please contact Libby Carlsten at 505-662-8261 or libby.carlsten@lacnm.us



LOS ALAMOS COUNTY
COUNTY ADMINISTRATOR'S OFFICE
BOARD & COMMISSION INTERVIEW QUESTIONS

Ralph Chapman
Applicant's Name

PEZ
Board or Commission

Antonio Maggiore
Interviewer Name

2-6-18 10:45
Date/Time of Interview

Interview Conducted:
☒ Personally
☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

| # | Question/Documented Response |
|---|--|
| 1 | Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <u>trained as a paleontologist worked at Smithsonian worked locally in business incubations</u> |
| 2 | What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <u>SPACE - Parking in Neighborhoods is a big concern. Constrained in available space, how do we evolve the county while keeping it fair. Open Space is also a concern. Balancing the import/export economy intelligently. important to have thoughtful well reasoned decisions</u> |
| 3 | How do you perceive the role of County Boards and Commissions in local government? <u>important to be proactive and fair in advancing and evolving the county</u> |
| 4 | What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <u>Analytical capabilities. especially in looking at large data sets distilling information down to real nuts and bolts and actionable end products. Served on several committees through career</u> |
| 5 | What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <u>works well with people, solves problems enjoys dealing with staff and brings understanding - went into science to be a consensus builder.</u> |

| | |
|----|--|
| 6 | Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? <i>Not in past 5 years - Robert's rules of order? - has some experience and would review it</i> |
| 7 | Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? <i>has read sections of it.</i> |
| 8 | Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? <i>yes. absolutely -</i> |
| 9 | Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? <i>yes, not a deterrent.</i> |
| 10 | Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? <i>Not a deterrent.</i> |
| 11 | [Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.] <i>Board of Adjustment? yes & once he has feet under him generally available</i> |
| 12 | Do you have any questions for the interview panel? <i>Not really -</i> |

Notes:



LOS ALAMOS COUNTY

COUNTY ADMINISTRATOR'S OFFICE

BOARD & COMMISSION INTERVIEW QUESTIONS

Ralph Chapman
Applicant's Name

P+Z
Board or Commission

Michael Redondo
Interviewer Name

Feb 6. 10:45
Date/Time of Interview

Interview Conducted:
☒ Personally
☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

| # | Question/Documented Response |
|---|--|
| 1 | <p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>geology Paleontologist → Data Analysis → Business Development Los Alamos Business Incubator</p> |
| 2 | <p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p>WR + LA Space → WR very different Issues facing Parking is some neighborhoods a problem Constrained space way → zero sun zone Open space a shift Reversed of Retail loss</p> |
| 3 | <p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>→ Proactive about achieving a decision → fair and serves community and County → fair in pursuing evolution of county</p> |
| 4 | <p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>analytical capabilities → multivariate data analysis: finding the important piece of data →</p> |
| 5 | <p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>works well with people willing to assist staff with data analysis was fed employee and understands plight of public employees</p> |

| | |
|----|--|
| 6 | Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? <i>not served and wanting to start - semi retired</i> <i>has used Roberts Rules → willing to Review</i> |
| 7 | Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? <i>has read sections of County Charter & not concerned with ability to read and absorb</i> |
| 8 | Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? <i>Yes</i> |
| 9 | Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? <i>No</i> |
| 10 | Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? <i>No</i> |
| 11 | [Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.] <i>BoA → want to serve P&Z for a while before considering BoA</i> |
| 12 | Do you have any questions for the interview panel? |

Notes:



LOS ALAMOS COUNTY
COUNTY ADMINISTRATOR'S OFFICE
BOARD & COMMISSION INTERVIEW QUESTIONS

Ralph Chapman
Applicant's Name

P&Z
Board or Commission

Tamara Baer
Interviewer Name

2/6/18 10:45 am
Date/Time of Interview

Interview Conducted:
☒ Personally
☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

| # | Question/Documented Response |
|---|---|
| 1 | Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <i>and geologist. Trained as a paleontologist. MA in Biology U. of Rochester. Worked @ Smithsonian for 22 yrs.</i> |
| 2 | What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <i>LAC: Space. (lack of) esp. in townsites (to) How to make decisions that are fair to everyone? eg. how to deal w. open space? LABi. - interested in import/export balance in the County</i> |
| 3 | How do you perceive the role of County Boards and Commissions in local government? <i>should facilitate proactively decisions that serve the County. we have to "evolve" but do so fairly.</i> |
| 4 | What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <i>analytic strengths/capabilities. He has that. Understanding actual facts on which to base decisions. He is good @ getting things done.</i> |
| 5 | What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <i>He works really well w. people and is good at problem solving. As a former federal employee is aware of + empathetic to staff.</i> |

| | |
|----|---|
| 6 | Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? <i>Roberts Rules.</i> <i>No. Semi-retired. Has some experience w.</i> |
| 7 | Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? <i>Has read sections.</i> |
| 8 | Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? <i>Sure.</i> |
| 9 | Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? <i>about emails.</i> <i>Not a problem. He is very careful</i> |
| 10 | Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? <i>No.</i> |
| 11 | [Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.] <i>Willingness to serve on BOA?</i> <i>Yes.</i> |
| 12 | Do you have any questions for the interview panel? |

Notes: *No relation to Santa Fe Chapmans.*

General Information

All County Board and Commission members must be residents of Los Alamos County.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

If you are interested in applying for the Board of Public Utilities, please contact Jamie Kephart at 505-662-8132.

If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.

Profile

Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Jacqueline

First Name

Shen

Last Name

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

State

[Redacted]

Postal Code

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

Party affiliation as registered: (Select one of the following) *

☒ Other

Registered to vote in Los Alamos?

☒ Yes ☐ No

Various conversations with County
staff, County website

How did you learn of this Board/Commission vacancy?

Do you currently serve on any County Board or Commission?

☐ Yes ☒ No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

Interests & Experiences

Which Boards would you like to apply for?

Planning and Zoning Commission: Submitted

Why would you like to serve on this particular Board or Commission?

I would like to serve on the Planning & Zoning Commission (P&Z) for several reasons. First, serving on the P&Z utilizes and aligns perfectly with my background and involvement in regional economic development, housing, and business ownership, since P&Z's role is to "...make advisory recommendations to the County Council regarding planning and zoning for the County and for promoting the general welfare of the citizens of the County. Their role also includes the coordinated, comprehensive, orderly, and harmonious physical development of the County in both short and long term." Serving on the P&Z is a natural extension of my current involvement in our community. Second, I want to contribute to implementing the County's Comprehensive Plan for long-term sustainable growth, particularly as it relates to neighborhoods, zoning, and building code to make it easier for all participants to navigate and build our community together. Third, as a resident of Los Alamos County, I want to help facilitate the vitalization of Los Alamos and White Rock to diversify the town's economy away from the Lab's budget fluctuations and encourage the growth of a more vibrant night and weekend life year-round. This would improve aspects of life for current residents while building the local tourism economy and attract potential residents invested in the town's future.

What volunteer or professional activities have you participated in that could apply to this appointment?

I operate the Canyon Inn in the heart of downtown Los Alamos, one of the few licensed lodging businesses in the County. As a homeowner and business owner providing much-needed short- and long-term housing, I meet and talk with incredible people from all around the nation and the world who come to Los Alamos to visit or relocate. Through this role, I am well-versed with what visitors and potential new residents identify they need, what they love about Los Alamos and New Mexico, and where we could improve. Relatedly, having gone through multiple extended permitting, licensing, waiver, and public hearing processes several times to invest in my property and provide highly-demanded lodging options for our community, I have interfaced extensively with County staff across the Community Development Department, Planning & Zoning (P&Z), Board of Adjustments (BOA), Los Alamos Tax Advisory Board (LTAB), Legal, Finance, and County Council, among others. Overwhelmingly, staff have been friendly, knowledgeable, and professional. Through my personal interactions with the County, including presenting to the P&Z, BOA, and County Council and participating in LTAB meetings, I have established amiable relationships with staff across various departments. In fact, several staff and current and former board or commission members have encouraged me to apply to a number of different boards and commissions, a testament to our mutual familiarity and respect for each other—perhaps the most essential factors to collaboration and accomplishing great things together for the general welfare of the citizens of the County. Additionally, I bring a background of regional economic development not only as a current business owner but also from my seven years at LANL's Richard P. Feynman Center of Innovation, which collaborates extensively with the County, LACDC, and other regional partners across New Mexico to diversify our economy for short- and long-term sustainability. My varied experiences and background enable me to consider the larger picture from different perspectives (county, Lab, business owner, homeowner, younger citizen, transplant from out-of-state). This open and informed mindset will help me serve as a more effective P&Z Commission member in facilitating mutual understanding and discussion towards common goals.

The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

Yes.

**What would you like to accomplish during your tenure on this Board or Commission?
(Please identify any special interests you have that led you to become interested in serving
on this Board or Commission.)**

My interest in serving on the P&Z Commission stems from my experiences collaborating with various County departments through my endeavors to invest in this town as a business owner and homeowner for long-term growth and sustainability. Several things I would like to accomplish are: - Support the current housing development initiatives and discussions to increase the supply of housing in the County - Simplify the permitting process and barriers to entry to incentivize development of traditional and contemporary housing options that accommodate increasingly non-traditional family and career arrangements, including affordable, co-living, co-housing, multigenerational housing and mixed-use developments - Collaborate with other County boards and departments as appropriate to maintain the County's current amenities, attractions, and facilities properly while assessing opportunities to develop new ones responsibly as supported by the citizens of Los Alamos - Increase communication on and education about the intentions, considerations, and factors in the P&Z Commission's approach to decisions with the average citizen, and in particular, early- to mid-career citizens who will/are inheriting the future of this County

Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.

Yes, as described above, I have participated in extensive county processes and meetings, through which I have gotten to know or interact with many County staff across departments.

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

No.

If you have any questions, please contact Libby Carlsten at 505-662-8261 or libby.carlsten@lacnm.us



LOS ALAMOS COUNTY
COUNTY ADMINISTRATOR'S OFFICE
BOARD & COMMISSION INTERVIEW QUESTIONS

Jacqueline Shen
Applicant's Name

PEZ
Board or Commission

Antonio Maccione
Interviewer Name

2-6-18 10am
Date/Time of Interview

Interview Conducted:
☒ Personally
☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

| # | Question/Documented Response |
|---|--|
| 1 | Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <u>Been through permitting process many times, came from CA, Business Mathematics background, marketing & communications in regional development through Fajana Canyon Inn. Directly involved in who is coming into town has broad background on all sides & has interacted lots with CDD</u> |
| 2 | What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <u>Space Constraints - figuring how to develop cost effectively long term - PEZ - how do you achieve those goals safely & reliably long term</u> |
| 3 | How do you perceive the role of County Boards and Commissions in local government? <u>change starts locally and is effective way to give back role is to advise towards long term Sustainable solutions</u> |
| 4 | What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <u>ability to have open discourse and professional relationship very familiar w/ staff in CDD already. Need to be able not to take it personally have the time to serve and come prepared</u> |
| 5 | What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <u>Already has good relations, knowing staff has expertise need to defer to them when in doubt</u> |

| | |
|----|---|
| 6 | Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? <i>Not in official capacity but has experience working with stakeholders in business history-</i> |
| 7 | Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? <i>yes chapter 16</i> |
| 8 | Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? <i>yes - looks forward to it.</i> |
| 9 | Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? <i>yes aware and not a deterrent</i> |
| 10 | Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? <i>No</i> |
| 11 | [Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.] <i>board of Adjustment? willing to serve</i> |
| 12 | Do you have any questions for the interview panel? <i>what has michael's experience been? biggest challenge in serving? - putting aside what you want to see happen over to be a fair arbitrator on merits. biggest opportunity in serving? legislative Any advice?</i> |

Notes:



LOS ALAMOS COUNTY

COUNTY ADMINISTRATOR'S OFFICE

BOARD & COMMISSION INTERVIEW QUESTIONS

Jacqueline Shen
Applicant's Name

Planning and Zoning
Board or Commission

Michael Redondo
Interviewer Name

Feb 6, 10:00
Date/Time of Interview

Interview Conducted:
X Personally
_____ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

| # | Question/Documented Response |
|---|---|
| 1 | Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. going through process as citizen raised awareness business economics + math → Tech Transfer Economic development → marketing + communications proprietor of Canyon Inn → housing → |
| 2 | What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] Space Constraints → cost effective development where can we put housing and maintain quality of life how do we achieve growth |
| 3 | How do you perceive the role of County Boards and Commissions in local government? Steer the direction of your community → give back to your community advise Council - help council + county meet goals. |
| 4 | What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? ability to have open discourse + professional relationships has amiable and open relationship with CDD → dissociate oneself with personal opinions. have the time to devote → read the packet. |
| 5 | What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? open discourse → acknowledge they are subject matter experts we are on same team doubts |

| | |
|----|--|
| 6 | <p>Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>→ from other side</p> <p>has yet to serve on a board</p> <p>→ Roberts Rules</p> |
| 7 | <p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>P. 2, 16 → digest 16</p> |
| 8 | <p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>yes looks forward to more training</p> |
| 9 | <p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No</p> |
| 10 | <p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No</p> |
| 11 | <p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>Board of Adjustment → willing to serve</p> |
| 12 | <p>Do you have any questions for the interview panel?</p> <p>What are your changes?</p> |

Notes:



LOS ALAMOS COUNTY

COUNTY ADMINISTRATOR'S OFFICE

BOARD & COMMISSION INTERVIEW QUESTIONS

Jacqueline Shen
Applicant's Name

P & Z
Board or Commission

Tamara Baer
Interviewer Name

2/6/18 10am
Date/Time of Interview

Interview Conducted:
☒ Personally
☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

| # | Question/Documented Response |
|---|--|
| 1 | <p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p><i>Has extensive experience w. permitting process, and appealing before P+Z. Came from CA. Has MBA from Cornell. Worked in Marketing + Communications @ Peirman Center here. Now an "entrepreneur" as owner of Canyon Inn. Here 7/8 yrs. Small bus. owner.</i></p> |
| 2 | <p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p><i>LAC: space constraints for new development. Figuring out where new dev. can locate. P & Z: how to achieve goal of increasing pop + housing.</i></p> |
| 3 | <p>How do you perceive the role of County Boards and Commissions in local government?</p> <p><i>Involvement & say in local decision making. Bds. advise Council on specific areas; eg. sustainability.</i></p> |
| 4 | <p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p><i>ability to have open discourse & professional, & positive relationships. Separate issues from personalities. Also: due diligence and reliability.</i></p> |
| 5 | <p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p><i>already has established positive relationships w. CDD staff, esp. Permitting. Acknowledges staff's knowledge + expertise.</i></p> |

| | |
|----|--|
| 6 | Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? <i>No, but skills from business translate into those needed for serving on a Board.</i> |
| 7 | Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? <i>Yes.</i> <i>Charter establishes authority. Chapter 16 - Dev. Code</i> |
| 8 | Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? <i>Yes. Looks forward to it.</i> |
| 9 | Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? <i>Not a problem. Is aware.</i> |
| 10 | Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? <i>Not a problem.</i> |
| 11 | [Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.] <i>Willingness to serve on BOA?</i> <i>Yes.</i> |
| 12 | Do you have any questions for the interview panel? <i>Asks M. Redondo about his experience on P+Z and BOA. Challenges? Opportunities? Advice?</i> |

Notes:

General Information

All County Board and Commission members must be residents of Los Alamos County.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

If you are interested in applying for the Board of Public Utilities, please contact Jamie Kephart at 505-662-8132.

If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.

Profile

Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Richard

First Name

T

Middle Initial

Thompson Jr

Last Name

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

State

[Redacted]

Postal Code

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

Party affiliation as registered: (Select one of the following) *

☒ Republican

Registered to vote in Los Alamos?

☒ Yes ☐ No

Email from Ashley Mamula

How did you learn of this Board/Commission vacancy?

Do you currently serve on any County Board or Commission?

☐ Yes ☒ No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

Interests & Experiences

Which Boards would you like to apply for?

Planning and Zoning Commission: Submitted

Why would you like to serve on this particular Board or Commission?

I like living in this community and would like to participate in determining its future.

What volunteer or professional activities have you participated in that could apply to this appointment?

Soccer coach, Boy Scout leader, Physicist and Manager with Nevada Test Site Prime Contractor

The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

Yes

What would you like to accomplish during your tenure on this Board or Commission?
(Please identify any special interests you have that led you to become interested in serving
on this Board or Commission.)

No specific agenda at this time.

Have you had any direct or indirect involvement with this Board or Commission or with the
County staff supporting this Board or Commission or County Councilors? If so, please
explain.

No

Are there any issue or matters, financial or otherwise, that you are now or might become
involved in that may come before the Board or Commission for which you seek
appointment?

No

If you have any questions, please contact Libby Carlsten at 505-662-8261 or
libby.carlsten@lacnm.us



LOS ALAMOS COUNTY

COUNTY ADMINISTRATOR'S OFFICE

BOARD & COMMISSION INTERVIEW QUESTIONS

Richard Thompson
Applicant's Name

P&Z
Board or Commission

Antonio MAGGIORE
Interviewer Name

12-7-18 10:00 am
Date/Time of Interview

Interview Conducted:
☒ Personally
☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

| # | Question/Documented Response |
|---|---|
| 1 | Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <u>Physicist</u> <u>PHD - Oklahoma + engineering background</u> <u>Nevada test site + local boy scout leader</u> <u>NSROTC treasurer</u> <u>good w/ excel spreadsheets</u> <u>Manager w/ NNESTECH @ Nevada-</u> <u>Retired '97</u> |
| 2 | What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <u>keeping local businesses here and thriving-</u> <u>Something happen to old Smith's</u> <u>Affordable Housing</u> <u>where we put out communities</u> <u>limited expansion possibilities</u> |
| 3 | How do you perceive the role of County Boards and Commissions in local government? <u>First level of interaction between public and development plans</u> |
| 4 | What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <u>listening, analyzing, giving feedback.</u> <u>good listener</u> <u>works well w/ people</u> <u>unbiased</u> <u>positive thoughts and outlook on what community should be.</u> <u>calm & collected</u> <u>don't get riled easily</u> |
| 5 | What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <u>ensure good written & oral communications</u> |

| | |
|----|---|
| 6 | <p>Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Boyscouts & Order of the arrow, NJPOTC-treasurer since 2007</p> <p>Roberts Rules of Order? -familiar has seen them invoked and violated</p> |
| 7 | <p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No not really.</p> |
| 8 | <p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>yes.</p> |
| 9 | <p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>yes, not a deterrent.</p> |
| 10 | <p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>Not a deterrent.</p> |
| 11 | <p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>Board of Adjustment? - yes would consider.</p> |
| 12 | <p>Do you have any questions for the interview panel?</p> |

Notes:



LOS ALAMOS COUNTY

COUNTY ADMINISTRATOR'S OFFICE

BOARD & COMMISSION INTERVIEW QUESTIONS

Richard Thompson

Applicant's Name

P+Z

Board or Commission

Michael Reckendo

Interviewer Name

10:00 am Feb 7

Date/Time of Interview

Interview Conducted:

☒ Personally

☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

| # | Question/Documented Response |
|---|--|
| 1 | <p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>Physicist & Engineering Advanced test site Project manager Boy Scout troop Order of Arrow Training NJROTC Member of a group of Engineers</p> |
| 2 | <p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p>been in LA since 97 has seen many retail stores come and leave & help retail - healthy community Vacant Smith's location → lower income housing. careful limited Expansion</p> |
| 3 | <p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>1st level of plans → advisory to Council</p> |
| 4 | <p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>listening analyzing giving feedback listen and Respect an unbiased listener. doesn't get riled stick to it small town atmosphere.</p> |
| 5 | <p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>Ensure good communication written and oral → written</p> |

| | |
|----|--|
| 6 | <p>Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Boy Scouts + OA since 2007 Boy has some experience with Robert's Rule Rm some meetings</p> |
| 7 | <p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No only in person</p> |
| 8 | <p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes</p> |
| 9 | <p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No</p> |
| 10 | <p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No</p> |
| 11 | <p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>would consider BOA</p> |
| 12 | <p>Do you have any questions for the interview panel?</p> |

Notes:



LOS ALAMOS COUNTY

COUNTY ADMINISTRATOR'S OFFICE

BOARD & COMMISSION INTERVIEW QUESTIONS

Richard Thompson

Applicant's Name

P&Z

Board or Commission

Tamara Bner

Interviewer Name

2/7/18 10 am

Date/Time of Interview

Interview Conducted:

☒ Personally

☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

| # | Question/Documented Response |
|---|--|
| 1 | <p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>Physicist PhD U. of OK 77 yrs. old. Ran Nevada Test Site proj. Boy Scout Asst. Scout Master. A lot of experience working w. people. Managed engs. + physicists. Here since 1997.</p> |
| 2 | <p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p>Small business challenges. Would like to promote healthy bus. env., includ. Meri-Mac. Need for aff. housing. Liversails \$0.5. Need to be careful where dev. occurs.</p> |
| 3 | <p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>P&Z is "1st level" of review. Present findings to Council.</p> |
| 4 | <p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Listening. Analyzing. Providing feedback. He is a good listener and good communicator. Also he is calm and even tempered; works well w. people. Has a positive outlook + like small town atmosphere.</p> |
| 5 | <p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>Help ensure good oral + written communication.</p> |

| | |
|----|--|
| 6 | <p>Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p><i>Boy Scout - Troop 22 Committee</i> <i>Treasurer for HS Navy ROTC. (Has 2 twin 17-yr old boys.)</i> <i>Has some familiarity w. Roberts Rules.</i></p> |
| 7 | <p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p><i>Is aware of but not familiar with.</i></p> |
| 8 | <p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p><i>Yes.</i></p> |
| 9 | <p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p><i>Not a deterrent. Makes sense.</i></p> |
| 10 | <p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p><i>No.</i></p> |
| 11 | <p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p><i>Willing to serve on BOA?</i> <i>would consider it.</i></p> |
| 12 | <p>Do you have any questions for the interview panel?</p> <p><i>Asked what kinds of cases/decisions P+Z considers.</i></p> |

Notes:

Date: February 13, 2018

Board or Commission: Planning and Zoning Commission

Interview Panel:

Name: Antonio Maggiore (Council Liaison)

Name: Michael Redondo (B&C Chair)

Name: Tamara Baer (Staff Liaison)

Applicants Interviewed:

Name: Ralph Chapman

Date of Interview: February 06, 2018

Name: Jean Dewart

Date of Interview: February 09, 2018

Name: Todd Haagenstad

Date of Interview: February 09, 2018

Name: Neal Martin

Date of Interview: February 07, 2018

Name: Beverly Neal-Clinton

Date of Interview: February 07, 2018

Name: Dave North

Date of Interview: February 06, 2018

Name: Terry Priestley

Date of Interview: February 09, 2018

Name: Jacqueline Shen

Date of Interview: February 06, 2018

Name: Richard Thompson

Date of Interview: February 07, 2018

Name: April Wade

Date of Interview: February 07, 2018

Interview Panel Recommendation(s):

The interview panel for the Planning and Zoning Commission would like to recommend the following applicants for appointment:

Name: Jean Dewart (new applicant)

Name: Neal Martin (new applicant)

Name: Beverly Neal-Clinton (new applicant)

Name: Terry Priestley (new applicant)

Name: Jacqueline Shen (new applicant)

Other information for Council:



County of Los Alamos

Staff Report

July 31, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 1)

Index (Council Goals):

Presenters: Harry Burgess, County Manager

Legislative File: 10959-18

Title

County Manager's Report for July 2018

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 - July County Manager's Update
- B - June 2018 Financial Overview

County Manager's Monthly Update

LOS ALAMOS COUNTY

JULY - 2018

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.

ECONOMIC DEVELOPMENT

Tourism Marketing

The Economic Development Marketing Specialist is working closely with the Assistant to the County Manager in the administration of the contracts for promoting Los Alamos assets and attractions to visitors in alignment with the priority goals defined in the Tourism Strategic Plan. Contracts include the following:

Visitor Center Operations and Management:

On June 12, Council approved an amendment that extends the current contract with Los Alamos Commerce and Development's Discover Los Alamos meeting and visitor bureau, pending the Tourism Implementation Task Force's recommendation of a new location for the Los Alamos Visitor Center, based on the direction and criteria provided in the approved Tourism Strategic Plan.

Tourism Marketing Services:

On June 26, Council approved staff's selection of Griffin and Associates and partners HK Advertising to produce print, broadcast and digital advertising, public relations, social media, events, marketing strategy, coordination, metrics and evaluation, as well as to coordinate the FY19 Cooperative Marketing Grant with the New Mexico Tourism Department, including production of a Los Alamos is New Mexico True video and purchase and placement of video on digital outlets.

Los Alamos MainStreet and Creative Districts

Los Alamos MainStreet:

Los Alamos MainStreet is in the home stretch preparing for the County's signature annual event—Los Alamos ScienceFestival, July 11-15, 2018. Discovery Day on Saturday, July 14 will be held from 10:00 a.m. to 3:00 p.m. at Ashley Pond Park and Fuller Lodge and Lawn, with a record number of vendors, most of whom represent the STEAM fields of science, technology, engineering, art and math. Last year's event generated crowds that topped the 10,000 mark and local businesses who were open in the area saw an increase in profits during the four-day period. With signature sponsor New Mexico Magazine helping to get the word out throughout the state and southwest region, ScienceFest 2018 is primed to deliver record-breaking results this year! Here is a sampling of just a few of the great events lined up - invite your friends and family:

Wednesday, July 11:

- "DNA Barcoding: How to ID Organisms" with the Los Alamos Makers, 6:30 p.m., Nature Center. FREE.
- "Meet the Robinsons" Movie in the Park at sundown, Ashley Pond Park. FREE.

Thursday, July 12:

- "The Devil is in the Detonators: Shaping Explosions", 5:30 p.m., UnQuarked Wine Room. FREE.
- Suds and Shows Presents "Back to the Future", 7:00 p.m., Nature Center Planetarium, \$5.00 ADMISSION. Doors open at 6:00 with beer sold by Pajarito Brewpub.

Friday, July 13:

- "Scenario-based Learning in Emergency Medicine", 10:00 a.m., UNM-LA, Room 614. FREE.
- "Construct Your Own Virtual World", 7:00 p.m., Nature Center. Game development discussion and lesson with Jason Reiss of GearBox. FREE.
- "Liver Down the River", 7:00 p.m. Summer Concert at Ashley Pond Park. FREE.

Saturday, July 14:

- Discovery Day at Ashley Pond Park from 10 a.m. - 3 p.m. This is the highlight of ScienceFest with lots of vendors, booths, interactive exhibits, beer garden, food, inflatables for kids, live music and the Bubble Discovery Zone, where kids of all ages can learn about and experiment with bubbles!!!

Sunday, July 15:

- New Mexico PBS Science Cafe Presents "NOVA: The Day the Dinosaurs Died", 2:00 p.m., Nature Center Planetarium, with talk by astrophysicist Dr. Galen Gisler. FREE, but limited seating.

Go to losalamossciencefestival.com or Los Alamos ScienceFestival on Facebook to get details on all events! #losalamossciencefestival #wherediscoveriesaremade.

Los Alamos Creative District activities are in full summer swing! LACDC's Creative District Curator, Liz Martineau, is coordinating the following activities:

- "On Tap" series of presentations/discussions re science, history, nature, art and culture, Mondays*, 5:30-7PM at UnQuarked wine room
**During ScienceFest, Science on Tap will be held Thursday, July 12*
- "Tuesdays at the Pond" weekly live performances on Tuesday nights, 5:30PM-7PM at Ashley Pond Park Amphitheater Stage
- Unexpected "guerilla"-style creativity that could pop up anywhere in the downtown area, from interactive murals on building walls to sidewalk chalk art and messages! Be on the lookout!

Branding • The third **Discoveries Action Team (DAT) meeting** was held Thursday, June 21 at Fuller Lodge in the Pajarito Room from 11AM-12:30PM. Each group continued discussion of identified priority issues, including expanding Bandelier Shuttle routes to include Los Alamos, and promoting use or creating an alternative to the fyilosalamos.com community calendar.

Other place making priorities include: (1) engaging White Rock resident/worker participation in DAT; and (2) creating a better experience for LANL summer students. Other place marketing projects include: (1) promoting more ways for visitors to share their "discoveries" around town (e.g., Snapchat and Instagram filters); and (2) creating/promoting a community ambassador training program

Brag About Branding

Whenever you realize you're having an "**aha moment**," share it!!! Send it to kelly.stewart@lacnm.us and I'll help you get it out there!

Remember, on any on-line or social media, please use any of the following hashtags that best apply to your message:

#LiveLosAlamos #WorkLosAlamos #PlayLosAlamos #StayLosAlamos
#LearnLosAlamos #SafeLosAlamos #GiveLosAlamos #lovelosalamos #100ahamoments

Then, always follow that action-oriented hashtag with: “#wherediscoveriesaremade and #NewMexicoTrue (This aligns your message with bigger efforts that will provide Los Alamos more positive exposure!)

Spread the Love! Go to Instagram and check out **@LoveLosAlamos**, the new account started by three members of the FY17-FY18 Leadership Los Alamos class! The concept is simple: post photos of the things you love about Los Alamos, then hashtag #lovelosalamos #wherediscoveriesaremade! Instagrammers—spread the love! And if you haven’t got an Instagram account, this is a good reason to join!!

COMMUNITY SERVICE DEPARTMENT

Aquatics

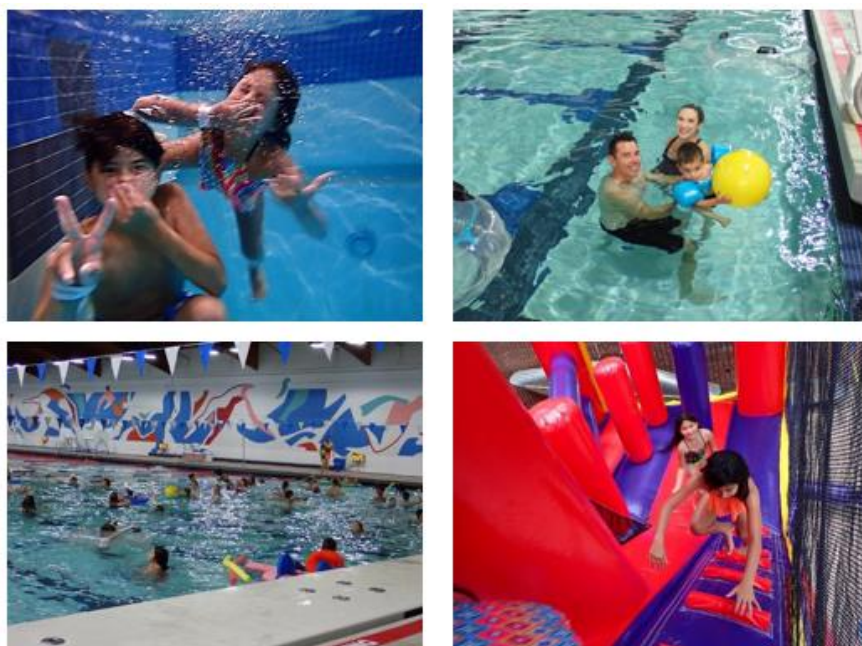
June Swim Lessons, 64 registered totaling 384 visits:

It’s time for summertime fun learning to swim at the Aquatic Center! Our lifeguards focus on water & pool safety and teaching kids to swim. July registration began Monday July 2nd.



LANL 75th Anniversary at the Aquatic Center – June 30th, 200+ participants:

As part of LANL’s 75th Anniversary, the Aquatic Center enhanced the guest experience by providing a large bounce house for attendees. Multiple guests came by to splash about in the pool and play in the bounce house.



Recreation

Hawk-to-Hilltopper – June 1st, 75 participants:

The annual “graduation” celebration of Middle School 8th graders from LAMS Hawks to LAHS Hilltoppers was a fun day of food, games, shaving cream and clean-up by LAFD.



National Trails Day – June 2nd, 25 participants:

A great opportunity on Canyon Rim Trail to educate community members about the paved trails in Los Alamos County. It was a warm day and the trail users appreciated some cold water and frozen treats.



Safety Town – June 11th - 15th, 100 participants:

An additional class was added this year as Safety Town participant registration grew significantly from 60 to 100 participants. The program was successfully revamped down to a one-week program and maintained all of the fun activities, crafts and songs to introduce pre-kindergartners to many general safety topics.



Where's Waldo Week – June 17th - 22nd, 60 participants:

Waldos were hidden all over Los Alamos and White Rock for a community scavenger hunt. The clues included some of the art installations, paved trails, CSD amenities, and finding the “real” Waldo out in the community.



Summer Concerts – June 1, 8, 15, 22, & 29, 6,000+ attendees:

Friday night concerts have been busy every Friday night and attendance has averaged a little over 1,300 participants per event with the Red Elvises hosting the largest crowd this summer.



Golf

Northern New Mexico Senior Golf Association Tournament – June 20th, 56 participants:

LAHS Physical Education Golf Class – June 22, 18 participants:



Golf Professional Michael Phillips gave the students from the Los Alamos High School's summer physical education program a quick lesson in Golf.



Knights of Columbus Tournament – June 22st, 60 participants



Parks

New ADA Viewing Area at Ashley Pond:

A group of concert enthusiasts from Sombriello Nursing and Rehab Center tried out Ashley Pond's new ADA viewing area during Friday night's Summer Concert Series. The new concrete pad is designed to help provide a safe location to view the concerts.



North Mesa Soccer Field Parking Lot & Field Renovations – 85% complete:

Concrete work and turf renovations are nearly complete with just a little landscaping and cleanup left to do.



Community Services Tent at Summer Concerts:

Staff from the Parks and Open Space Divisions greeted concert attendees and handed out 100 Days of Summer booklets, stickers, and drink koozies.



Open Space

Family YMCA Youth Conservation Corps (YCC) Trail Crew – 100% complete:

The Family YMCA YCC Crew spent a day working on the Canyon Rim Trail installing erosion controls to preserve the trails asphalt. The YCC received an exemption from the Los Alamos County Fire Marshal to perform trail maintenance on the Woodland Trail. Improvements were made to the trail tread and erosion controls were installed.



Library

Summer Reading Kickoff – June 4th, 350 attendees

The kids' Summer Reading program kicked off with Clan Tynker at Ashley Pond on June 4th. During the month of June more than 1,200 kids have attended programs at Mesa Public Library.



Author Talk – June 6th, 500 attendees:



Anne Hillerman gave a talk and signed books at Fuller Lodge as part of the Adult Summer Reading kickoff. Ann talked about her newest book "Cave of Bones."

Solstice Celebration – June 21st, 26 attendees:

Participants enjoyed the solstice celebration at the White Rock Branch Library. Retired Park Ranger Chris Judson told stories, Library Branch Manager (and amateur astronomer) Veronica Encinas imparted some “Fun Sun Facts” and kids made sun art and drums.



Library Booth at Chamberfest – June 9th, 500+ visitors:

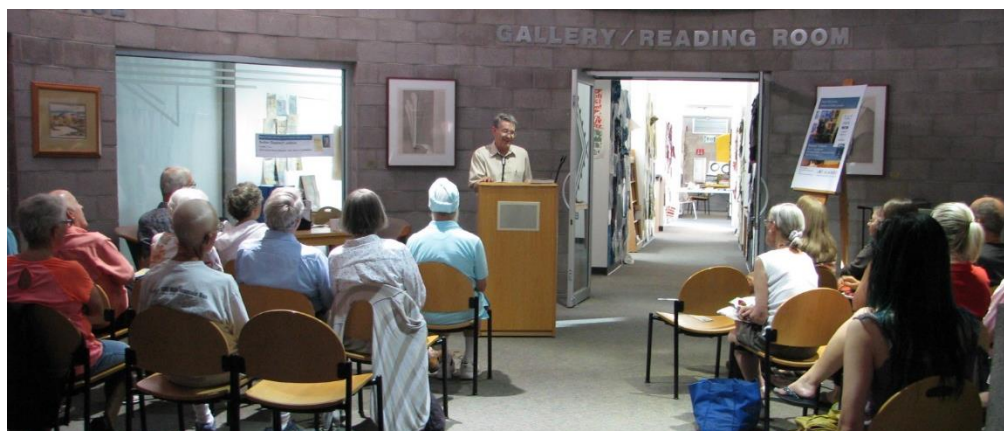
Chamberfest attendees stopped by our table to meet Library Board member Jenn Baker, pick up the “100 Days of Summer” booklets, ask questions about the upcoming renovations to Mesa Public Library, and sign up to receive the library newsletter.



Author Talk – June 28th, 27 attendees:

Stephen Ledoux engaged an attentive and knowledgeable audience with his talk about behaviorology, from his new book “What Causes Human Behavior- Stars, Selves or Contingencies.”

Harry Potter Trivia Night – June 26th, 109 attendees



The competition was fierce among the 18 teams as they were faced with tough questions from the entire Harry Potter canon. The winning team was comprised of both kids and adults.



Social Services

Los Alamos Pride Festival Resource Booth – June 15th, over 200 attendees:

Teens and staff from the Teen Center participated in the first ever Los Alamos Pride Festival, with the Teen Center's Genders and Sexualities Alliance (GSA) providing an information and resource booth at the festival. Connections were made with a number of other organizations in the area who serve LGBTQ+ youth and the groundwork was laid for future collaborations.



Alcohol Literacy Session – June 20th, 21 participants:



**ALCOHOL
LITERACY
CHALLENGE™**

physical effects of alcohol, how alcohol expectancies affect rates and amounts of drinking, and how companies use marketing strategies to influence teens.

Kristine Coblenz, Healthy Schools Initiative Director, presented the Alcohol Literacy Challenge to LAPS Summer Driver's Education students as part of their alcohol education requirement. All students completed pre and post surveys. Survey data recorded an increased knowledge about the

Family Strengths Network Summer Splash – June 22nd, 125 participants

The community gathered to enjoy water and outdoor play, and socialized over a potluck.



The Ark Daycare Visits BESC – June 28th, 14 children and 15 seniors:

Children from The Ark Daycare visited the seniors at the Betty Ehart Senior Center for some exercises, Bingo, and lunch in the Great Room. The seniors loved their energy and cuteness!



Cultural Services

Nature Center Summer Fun

Over 100 kids ages 10-17 participated in week long wilderness camps that led to many exciting adventures as they learned about nature.



Summer Family Evenings:

The Nature Center's Summer Family Evenings program has been a huge success with presentations on a variety of topics:

- Bats – June 6th, 145 attendees
- Rattlesnake Museum – June 13th, 101 attendees
- New Mexico Wildlife Center – June 27th, 139 attendees



The Multiverse Planetarium Show – June 8th, 53 attendees:

Suds & Shows, June 7th & 21st, 120 attendees:

The new local favorite program at the Nature Center was sold out for both showings in June (Mars Attacks and Jurassic Park).

Collaborative Programming

Senior Appreciation Night (SAN) – June 2nd - June 3rd, 271 participants

Duck races, inflatable games, “Tippy” carts, handprints on the Teen Center wall, and Wild West photos and much more went into a safe community graduation party for the Los Alamos High School graduating class of 2018.



DEPARTMENT OF PUBLIC WORKS

Administration Division

Transportation Board:

The Transportation Board meets the first Thursday of the month at 5:30 p.m. Meetings are held at 1000 Central Avenue, Room #110.

June 7, 2018 Transportation Board Meeting Highlights:

- ✚ Alipio Mondragon, Traffic Operations Manager presented an overview of the current street lighting in Los Alamos and White Rock. The presentation also included a demonstration of LED roadway lighting fixtures.
- ✚ Alipio Mondragon also presented the crack seal & micro seal treatment on Rover/Meadow Loop, Pajarito Acres & La Senda.

Airport Division

Los Alamos Airport Serves as a Staging Area for San Antonio Firefighting Crews

On June 14th, lightning started a fire in the Valles Caldera National Preserve near San Antonio Peak. The terrain in the area is very rough and steep making fighting the fire challenging. The US Forest Service responded to the fire and challenges by deploying helicopters, equipment and fire support crews to Los Alamos Airport. Due to the available facilities and the airport's location relative to the fire, helicopters can quickly transport firefighting crews, equipment and supplies, conduct aerial assessments, and deliver slurry – pivotal in containing and extinguishing the fire.



Perimeter Fence Project



After receiving notification of grant funding availability from the FAA, the Los Alamos Airport issued a request for bids to replace the existing perimeter fence adjacent to highway 502 and Airport Road. Bids were received on June 13th and are being reviewed by county staff and the airport's on-call engineer. This fencing will improve safety, security, and appearance of the airfield. Staff is seeking additional funding from FAA and State. If the apparent low-bid is accepted, the airport will submit grant applications to the FAA and NMDOT to cover 95% of the costs. Construction of the fence is expected to begin later this fall and completed by the end of the year.

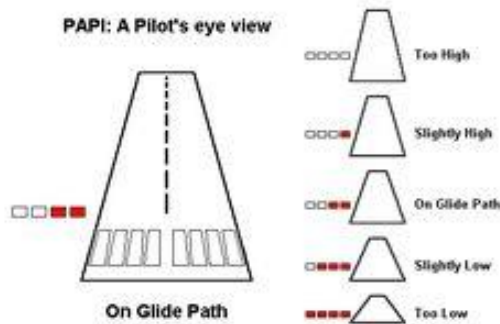
Transient Aircraft on Business:

There is a common refrain amongst economists: opportunities fly into communities. The point is clear – businesses rely on air travel to expand and communities with airports are the benefactors. While many may associate business travel with scheduled airline service, the Bureau of Labor Statics show business travelers only accounted for only approximately 25% of all commercial air passengers in 2017 – and the number has been declining for decades. An often overlooked yet vitally important (and growing) component of air travel is business-owned aircraft. FAA statistics show business-owned aircraft account 34% of the 166,167 privately-owned aircraft registered in the US and 68% of 20,101,949 total hours flown by those aircraft in 2017. A recent informal survey of transient pilots visiting Los Alamos Airport determined 70% were here on business. Pictured below are a few of the aircraft that have visited Los Alamos recently.



Precision Approach Path Indicator Repairs and Calibration:

Airport staff completed repairs and calibration of the airport's Precision Approach Path Indicator (PAPI). PAPIs are a visual aid that provides guidance information to help a pilot acquire and maintain the correct glide path for approach and landing. The airport has two individual PAPI units that, when combined, give the pilot indication if they are above, below or on the glide path.



New Aircraft Hangar Construction:

There was a short delay in the Hangar Project due to needing to have a building permit reissued by C.I.D. the new permit was received on June 29, 2018 and work will resume the week of July 9th.



Custodial Division

- ✚ The Custodial Division supported 231 events during the month of June.
- ✚ Interviews were conducted for the vacant custodial position with an expected start date of July 16 for the selected candidate.

Engineering & Project Management Division

Kiddie Pool Project:

Proposals were accepted and reviewed following an RFP advertised by the County in March. A firm has been selected and a contract was scheduled for approval at Council on June 12th. However, the award dated was postponed due to the uncertainty of the new LANL contract on County revenue.

Municipal Building HVAC:

In an effort to resolve HVAC system noise and vibration at the Municipal Building, the County and Jaynes Corporation, the original contractor hired to construct the building, have cooperatively worked through a third party engineer to evaluate the issue and recommend solutions.

After thorough analysis and investigations, a corrective action plan and schedule have been developed. Starting on July 2nd through the end of August, crews from Jaynes and their subcontractors will work on duct system modifications to improve air flow in the following areas of the building:

- 1st Floor, near Customer Care
- 1st Floor, Community Development and Public Works Department Offices, Suites 150/160
- 3rd Floor, Entrance to the south stairwell
- 3rd Floor, Men's Restroom
- 3rd Floor, Community Services Department Offices
- 3rd Floor, Council Work Room

Work will be performed during the weekdays, and where necessary, in the evenings and weekends to minimize disruption to the public and County staff. Work within the 1st Floor hallway near Customer Care will be separated from public access with temporary separation walls while still providing pedestrian access through the hallway. In coordination with implementation of the County's new financial and cashiering software, the Customer Care Center will be temporarily relocated in the Boards and Commissions room until July 20th. Signs and employees stationed in the lobby will help direct the public to this location.

Additional information or changes to the schedule will be published as necessary. Jaynes Corporation is performing this work at no additional costs to the County.

Ice Rink Locker Room Improvements:

Staff has completed work on an RFP to solicit an architectural firm for design services. The RFP is on hold for advertisement due to the uncertainty with the new LANL contract. There is a citizen desire to add a shade structure to the project, public interest may bring several community groups to Council with a request to add this to the project. The Shade Study was completed and staff's estimate for the shade structure work, including the required lighting and electrical and structural work is approximately \$2 Million, in addition to the already budgeted project budget of \$1.2 Million.

Fire Station 6 Restroom Remodels:

Riskin and Associates, one of the County's on-call architects, has completed design for refurbishing the restroom facilities. Project construction is on hold pending available funds from completion of the Fire Station 3 Project.

Fire Station 3:

The project includes reroofing, as well as a new wall system, window replacement and HVAC system modifications to better insulate and control the temperature in the bunkrooms. Bids were received and contract award is pending Council approval on July 10th.

Mesa Library HVAC Improvements:

The project was re-bid and subsequently awarded May 22 to replace the entire HVAC system, change the fluorescent lighting to LED, clean the duct work and tint the large skylight. The project was awarded to Mick Rich Contractors, and a Notice to Proceed date has been set for July 2.

The main public area of the library is scheduled to be closed from August 20th to December 3. The area known as the Zone in the northeast portion of the library's lower level will be available to the public for book pick-up and drop-off along including areas for limited computer use.

Public Works and Community Services Department staff are working closely to provide alternative accommodations to the public so that many library services are mostly maintained during this time. Library staff is in the process of planning and packing for the move to the other locations in anticipation of the August 20th closure date. There may be one or two additional days where the entire library is closed as the electric service is switched, public notice will be given in advance for this work.

Water Production Air Conditioner Replacement:

The original air conditioner for the SCADA area has failed. Trane has been contracted through the County's On-Call Contractor contract to remove the inoperable AC units and replace them with a new and larger unit. DPU is funding the work and is near completion.

Canyon Rim Trail Phase 3:

The easements for DOE property along the trail alignment were approved by Council on March 22nd. The County's design consultant has prepared mapping and staff has initiated discussions with other property owners for additional easements within the project limits.

Canyon Rim Trail Underpass:

The project was awarded federal FY2018 funding under the Transportation Alternatives Program (TAP) for project study and design in the amount of \$320,000 and FY2020 TAP funding for project construction in the amount of \$2,020,000 for a total award of \$2,340,000.

A kick-off meeting with Wilson and Company, the County's design consultant, was held on April 26 to begin the design process for this project. Preliminary alignments have been received by staff. The first public meetings will be held in August in conjunction with the regular Transportation Board Meeting to discuss the scoping report and conceptual design.

North Mesa Phase 2 Improvements (Cumbres del Sol Subdivision):

This next project phase includes pavement rehabilitation on Camino(s) Manzana, Mora, and Cereza. The project includes removal and replacement of the asphalt surface, and intermittent replacement of concrete sidewalk, drive pads, curb & gutter, ADA curb ramps, as needed. The project was advertised on May 6th and bids were opened on May 24th, two bids were received and Star Paving was awarded the project at the June 12th Council meeting. Construction is anticipated to begin in July and be completed this coming fall.

NM 502 Reconstruction, Knecht St. to Tewa Loop:

Staff continues to coordinate with NMDOT on this state lead project. NMDOT bid the project for a third time on December 15th and received no bidders. NMDOT has committed additional funding to the project and has the project scheduled to rebid the project on July 27th with bid opening on August 17th. DPU has deposited the necessary funds for utility work.

NM 4/East Jemez Rd. (Truck Route) Intersection:

A design kick-off meeting was held on July 3rd with DOE, NMDOT Bandelier, and Army Corps of Engineers to program, design and construct intersection upgrades to improve capacity and safety. The USACE has retained Bohannon Huston for design services.

Environmental Services Division

Training:

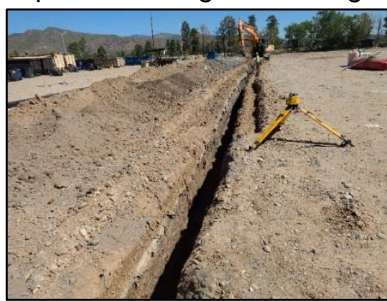
Environmental Services Manager and Environmental Services Superintendent completed their Transfer Station Certification course on June 7th. Per New Mexico Environmental Department rules each Environmental Services employee must be certified in transfer station operations and must recertify every three years.

Outreach and Education:

To reduce waste and contamination in recycling Environmental Services hosted three educational booths in June.

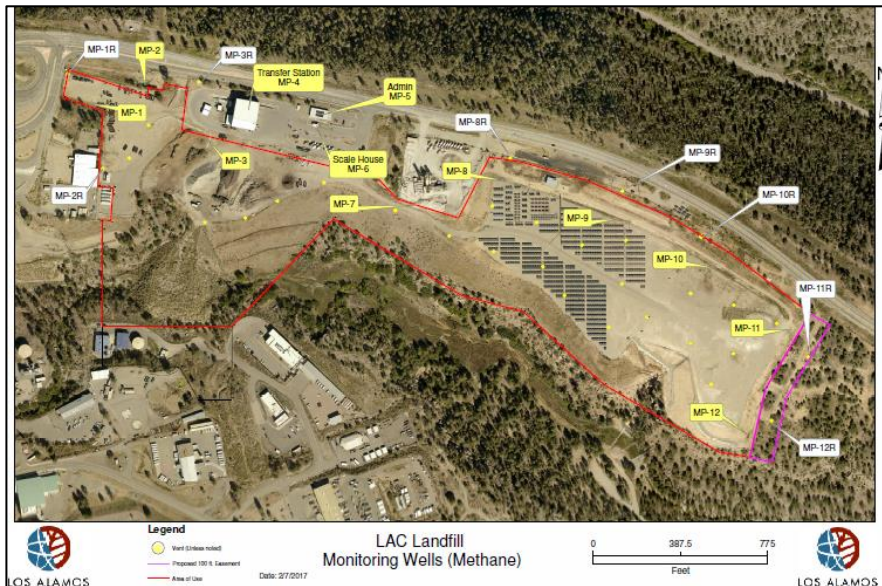
Los Alamos County Landfill Gas (LFG) Update:

A construction contractor, AEG/Tetra Tech, has completed construction of the permanent methane gas extraction system, technically referred to as the LAC Landfill Gas Collection and Control System. The Extraction system is scheduled to be up and running in mid-August 2018.



This is a summary of results for May 2018 methane monitoring for the Los Alamos County closed landfill.

1. The LFG Vents ranged in methane concentrations from 38.2 (LFG Vent – 6) to 58.2 (LFG Vent – 1) percent gas in air.
2. The gas probes near the toe of the landfill materials ranged in methane concentrations from 2.0 (MP-12) to 53.1 (MP-8) percent gas in air.
3. The gas probes near the boundary of the landfill ranged in methane concentrations from 0.2 (MP-8R) to 13.8 (MP-11R) percent gas in air.



Curbside Yard Trimmings Roll Cart Update:

Online registration is now open for the curbside yard trimmings roll cart program. The yard trimmings roll cart program will begin July 9, 2018. To date Environmental Services has received over 2,700 registration entries for a roll cart, this is 40% of the residential customer base. Staff has ordered more roll carts from our supplier since subscriptions have exceeded initial expectations. The roll carts have a two-month lead time from order to delivery to customer.

To date, Environmental Services has received 2,496 roll carts. Environmental Services staff with help from Code Enforcement, Fleet, and Traffic and Streets staff has been assembling and delivering carts to residents that have registered in advance. Delivery is being prioritized by time of reservation.



2018 Chamberfest:

On June 11th Environmental Services hosted a booth at Chamberfest. Below members of the Environmental Sustainability Board educate the public about what goes in the blue recycling roll-carts.



Movie in the Park:

On June 13th Environmental Services sponsored Minions 3 at the Movie in the Park. Below Environmental Services Office Specialist Tiffany Pegoda discusses the importance of using reusable water bottles in reducing waste.



Farmers Market:

On June 14th Los Alamos Environmental Sustainability Board hosted a booth at the Los Alamos Farmers Market.



Residential Sustainability Report



Residential Sustainability Report

Service Period: May 2018

Recyclables Collected: 79.26 tons

Trash Collected: 545.88 tons

Compostable Materials Collected: 34.95 tons

Total Material Collected: 660.09 tons



LOS ALAMOS

Monthly Collection Report

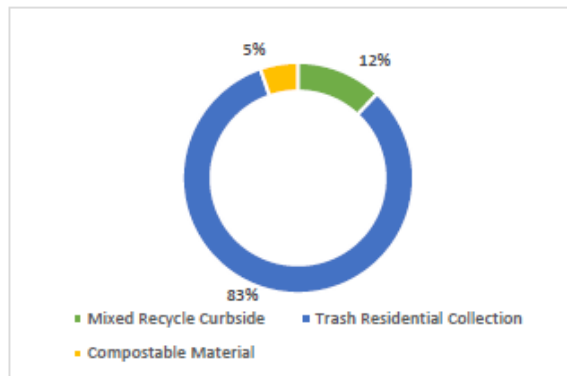
April Diversion Rate: 21%

May Diversion Rate: 17%

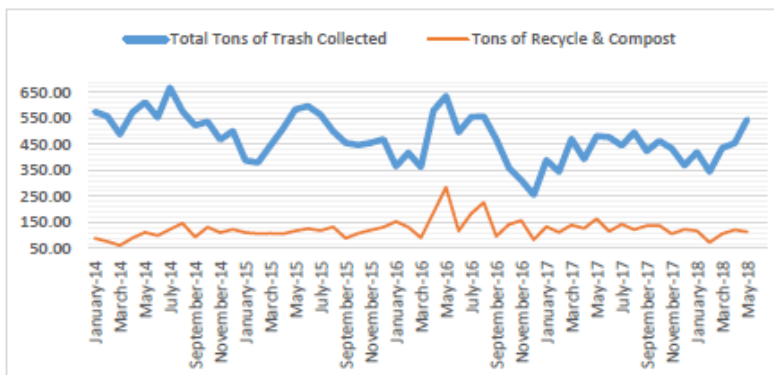
A 18% Decrease in Diversion

The diversion rate is the percent of materials recycled and composted.

Note: Decrease in diversion rate most likely due to increase of yard waste in roll-carts during summer months. Trash increased by 90.67 tons or 20%, curbside blue bins increased by 1.17 tons or 1.5%, recycling overall decreased by 7.69 tons or 6.5% (including quarterly brush)

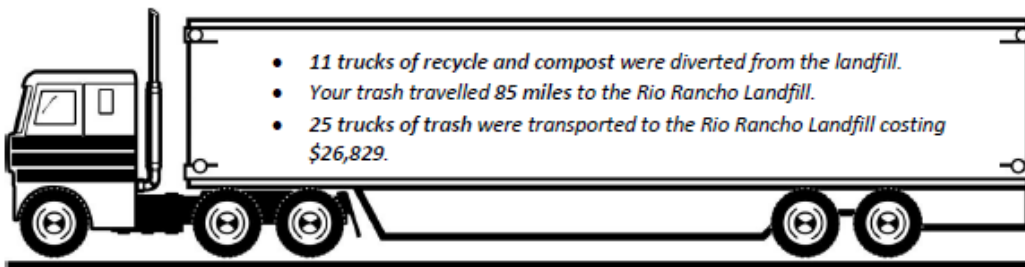


Month by Month Recycling Comparison



Benefits of Recycling

Recycling of aluminum cans saves 95% of the energy required to make the same amount of aluminum from its virgin source. One ton of recycled aluminum saves 14,000 kilowatt hours (Kwh) of energy, 40 barrels of oil, 238 million Btu's of energy, and 10 cubic yards of landfill space.



- 11 trucks of recycle and compost were diverted from the landfill.
- Your trash travelled 85 miles to the Rio Rancho Landfill.
- 25 trucks of trash were transported to the Rio Rancho Landfill costing \$26,829.

Facilities Division

Justice Center Courtrooms - Audio Upgrade Design:



The Facilities Division and IT staff met with the judges at the Justice Center, and determined that the best way forward is to upgrade the existing system with a simplified, modern, digital system that has non-proprietary components that can be supported by multiple in-state audio firms. A visit to the Magistrate Court in Santa Fe (*pictured here*) provided some ideas of what features the upgraded system could include. Work is now underway with procurement to select a local vendor to develop a proposal to design and install the desired upgrade.

Council Chamber LED Lights:

New lights are being installed in the Council Chambers to enhance the visibility of Councilors at the dais, for those in attendance at meetings as well as those viewing the proceedings on PAC-8.



White Rock Complex Herb Garden:



Volunteers at the White Rock Senior Center are exploring the design and development of a raised herb garden, to be located in the landscaped area on the premises, that would allow senior volunteers to plant and nurture herbs and other edibles for use by the chef based at the center to use in the preparation of meals served at the center.

Depending on the design of the structure Facilities or Parks staff will assist with placement of the structure that is intended to allow seniors to tend to the garden at waist height.

Executime Hardware Installations:



Staff supported the IT Division in the roll-out and installation of time devices throughout the County and most recently secured electrical connections and placed surge protectors at each site. These devices will be key to implementation of the new Executime Time and Attendance processes that begin in July with MUNIS Go-Live.

Mesa Library HVAC Project Prep:



Beginning in July, work will begin on renovations to the Mesa Library that will include installation of a new HVAC system as well as new LED fixtures throughout the facility. Being the largest capital project currently planned and approved for FY2018-19, this project required Facilities staff to clean-out multiple storage areas to make way for the contractors to work and install the new systems described. Dumpsters delivered by Environmental Services have been provided to assist with this stage of the project.

Fleet Division



Congratulations Reyann Nastacio! Celebrating 20 years of service.



Congratulations James Quintana! Celebrating 10 years of service!

Traffic & Streets Division



LAC Police Department requested crews assist with graffiti removal.



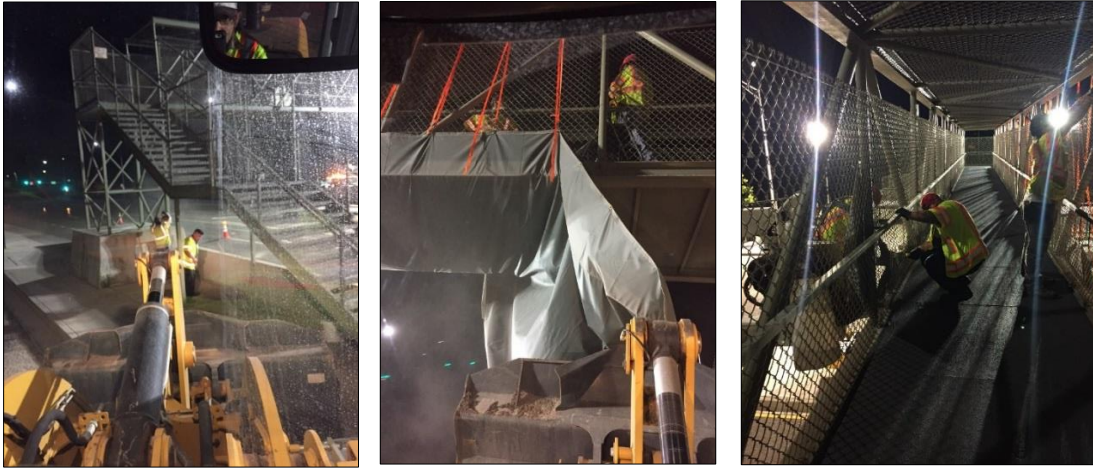
Work on East Jemez Road near the Elk Ridge Mobile Home Park for an Atomic City Transit bus turnout project.



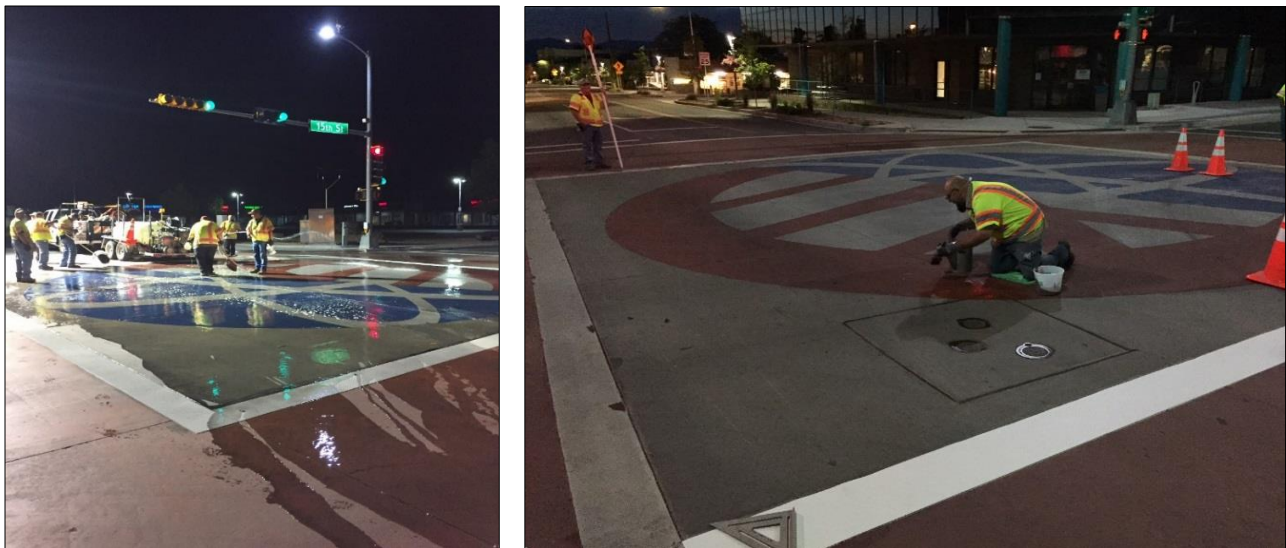
Crews installed an LED fixture at El Conejo cul-de-sac.



Crews cleared a drainage path on Barranca Mesa.



Crews installed these tarps 2 weeks ago to catch sand and scrapings. The tarps were installed at the Diamond Drive North and South Pedestrian overpasses. This was part of a project where a vendor removed the failing existing anti-skid coating on the two overpasses in preparation for new anti-skid coating. The new coating portion of the project began the week of June 18th and was completed June 29th.



Crew's power washed and touched up the Los Alamos County Logo early in the morning at Central and 15th in preparation for Chamber Fest.



Crews continue striping county wide. Please proceed with caution around these crews both for their safety and yours.

Transit Division

The Transit Division is well into the 2018 Bandelier Shuttles season which started on May 17, 2018 and will continue through October 17, 2018. Shuttle service is provided seven days a week with 30 minutes Monday through Friday and 20-minute service Saturday and Sunday. On May 14, 2018 the new Bandelier drivers and an employee of the White Rock Visitor Center trek down the Frey Trail in preparation of the new service. If you haven't visited Bandelier in a while, it is time to do the tour again and ride ACT.



BANDELIER SHUTTLE SERVICE

May 17, 2018 - October 17, 2018

7 days per week

Bandelier is operating as a "CAR FREE PARK" during this timeframe. *

| To Bandelier <small>(Departs White Rock)</small> | | To White Rock <small>(Departs Bandelier)</small> | |
|---|-------------------|---|-------------------|
| Monday - Friday | Saturday - Sunday | Monday - Friday | Saturday - Sunday |
| 9:00 a.m. | 9:00 a.m. | 9:30 a.m. | 9:30 a.m. |
| 9:30 a.m. | 9:20 a.m. | 10:00 a.m. | 9:50 a.m. |
| 10:00 a.m. | 9:40 a.m. | 10:30 a.m. | 10:10 a.m. |
| 10:30 a.m. | 10:00 a.m. | 11:00 a.m. | 10:30 a.m. |
| 11:00 a.m. | 10:20 a.m. | 11:30 a.m. | 10:50 a.m. |
| 11:30 a.m. | 10:40 a.m. | 12:00 p.m. | 11:10 a.m. |
| 12:00 p.m. | 11:00 a.m. | 11:00 a.m. | 11:30 a.m. |
| 12:30 p.m. | 11:20 a.m. | 1:00 p.m. | 11:50 a.m. |
| 1:00 p.m. | 11:40 a.m. | 1:30 p.m. | 12:10 p.m. |
| 1:30 p.m. | 12:00 p.m. | 2:00 p.m. | 12:30 p.m. |
| 2:00 p.m. | 12:20 p.m. | 2:30 p.m. | 12:50 p.m. |
| 2:30 p.m. | 12:40 p.m. | 3:00 p.m. | 1:10 p.m. |
| 3:00 p.m. | 1:00 p.m. | 3:30 p.m. | 1:30 p.m. |
| 3:30 p.m. | 1:20 p.m. | 4:00 p.m. | 1:50 p.m. |
| 4:00 p.m. | 1:40 p.m. | 4:30 p.m. | 2:10 p.m. |
| 4:30 p.m. | 2:00 p.m. | 5:00 p.m. | 2:30 p.m. |
| | 2:20 p.m. | | 2:50 p.m. |
| | 2:40 p.m. | | 3:10 p.m. |
| | 3:00 p.m. | | 3:30 p.m. |
| | 3:20 p.m. | | 3:50 p.m. |
| | 3:40 p.m. | | 4:10 p.m. |
| | 4:00 p.m. | | 4:30 p.m. |
| | 4:20 p.m. | | 4:50 p.m. |
| | 4:40 p.m. | | 5:10 p.m. |

*Vehicles are not allowed to enter Bandelier during this timeframe with the exception of bus tours, school buses, those with a backcountry parking permit, and those with a Bandolier/Prater Permit. Bicycles, assembly seating, or Bandolier is not allowed. An hour with backcountry permits are exempted to take use of the shuttles, which are at ACT's discretion.

Questions?

Call Bandelier at 672-3881 x517 or Atomic City Transit at 661-RIDE(7433).

where discoveries are made

ATOMIC CITY TRANSIT

With the month of May complete, ridership numbers are available. A total of 12,279 trips and 7,088 miles were performed during the first 15 days of service. Summer Fest was held on June 9, 2018 with ACT providing shuttle service from Sullivan Field. A total of 773 rides were provided.

2018 Friday Night Concert Bus Service

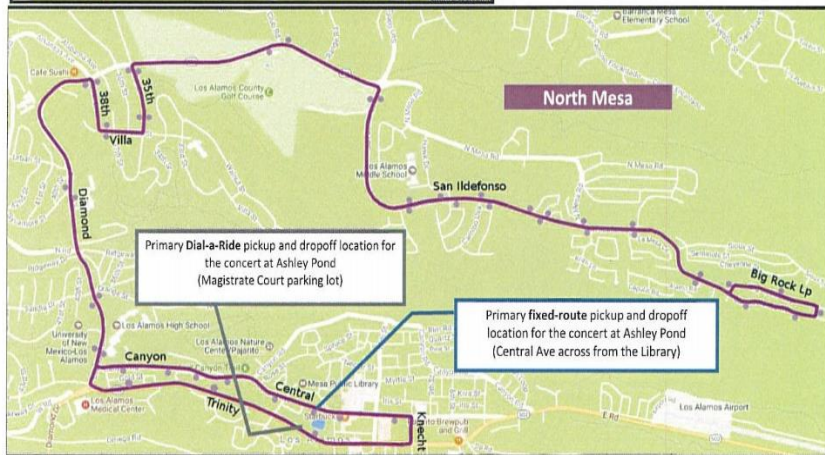


| North Mesa | | | | | | | | | | | |
|------------------------|----------------|----------------|------------------|--------------|----------------------------|-------------------------|----------------------------|--------------|------------------|------------------|------------------------|
| Central & Mesa Library | Central & 15th | Trinity & 20th | Diamond & Orange | Villa & 37th | San Ildefonso & Mid School | Stoneview & Big Rock Lp | San Ildefonso & Mid School | Villa & 37th | Diamond & Sandia | Canyon & Gold St | Central & Mesa Library |
| | | | | | | 6:21 p | 6:25 p | 6:29 p | 6:32 p | 6:33 p | 6:35 p |
| | | | | | | 6:51 p | 6:55 p | 6:59 p | 7:02 p | 7:03 p | 7:05 p |
| 7:00 p | 7:01 p | 7:03 p | 7:05 p | 7:08 p | 7:12 p | 7:16 p | 7:20 p | 7:24 p | 7:27 p | 7:28 p | 7:30 p |
| 7:30 p | 7:31 p | 7:33 p | 7:35 p | 7:38 p | 7:42 p | 7:46 p | 7:50 p | 7:54 p | 7:57 p | 7:58 p | 8:00 p |
| 8:00 p | 8:01 p | 8:03 p | 8:05 p | 8:08 p | 8:12 p | 8:16 p | 8:20 p | 8:24 p | 8:27 p | 8:28 p | 8:30 p |
| 8:30 p | 8:31 p | 8:33 p | 8:35 p | 8:38 p | 8:42 p | 8:46 p | 8:50 p | 8:54 p | 8:57 p | 8:58 p | 9:00 p |
| 9:00 p | 9:01 p | 9:03 p | 9:05 p | 9:08 p | 9:12 p | 9:16 p | 9:20 p | 9:24 p | 9:27 p | 9:28 p | 9:30 p |
| 9:30 p | 9:31 p | 9:33 p | 9:35 p | 9:38 p | 9:42 p | 9:46 p | 9:50 p | 9:54 p | 9:57 p | 9:58 p | 10:00 p |
| 10:05 p | 10:01 p | 10:03 p | 10:05 p | 10:08 p | 10:12 p | 10:16 p | 10:20 p | 10:24 p | 10:27 p | 10:28 p | 10:30 p |

Friday Night Concert service is an extension of our fixed routes. If you would like to arrive at Ashley Pond prior to the times listed above, please see our regular fixed route schedules at www.AtomicCityTransit.com

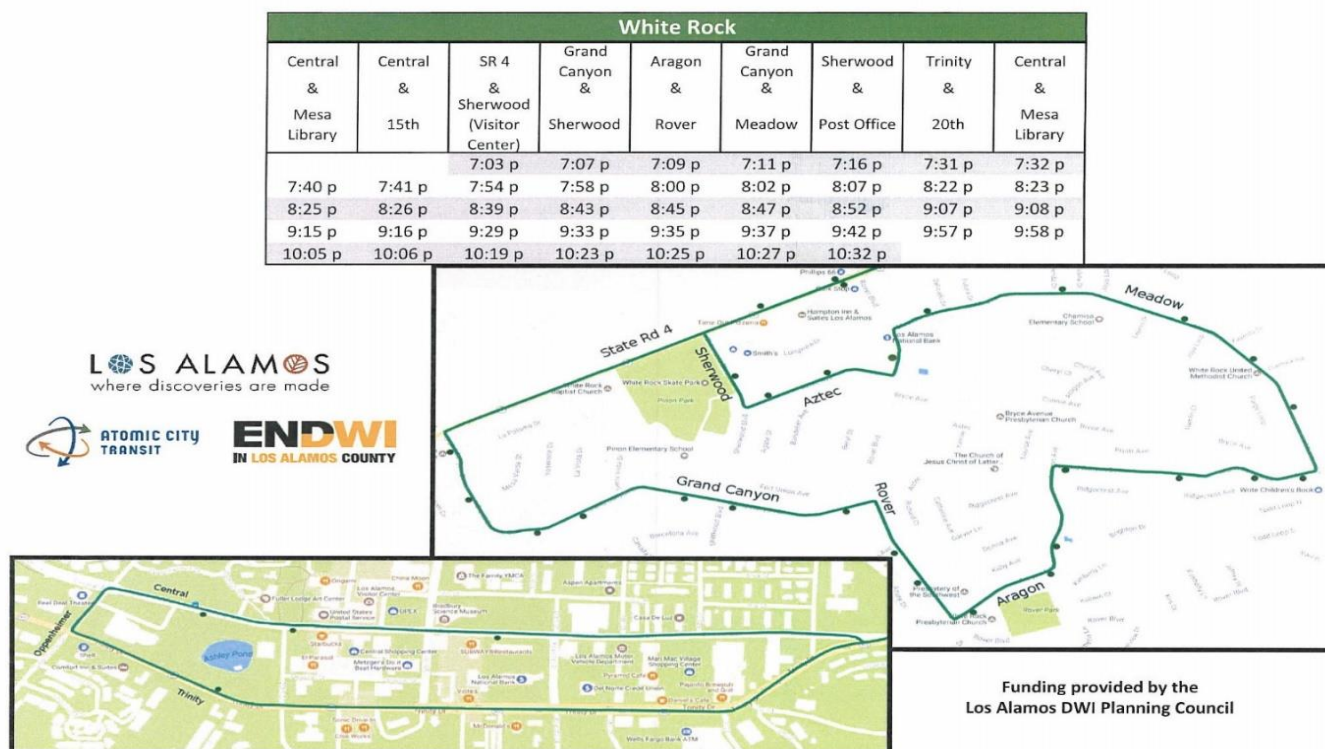
Dial-a-Ride service is available for Los Alamos and White Rock locations that are not served via these routes from 6:30 PM to 10:30 PM. Reservations are taken up to one day in advance.

| North Community | | | | | | | | | | | |
|------------------------|----------------|----------------|------------------|------------------|----------------|------------------|------------------|------------------------|--|--|--|
| Central & Mesa Library | Central & 15th | Trinity & 20th | Diamond & Orange | Yucca & North Rd | Arizona & 35th | Diamond & Sandia | Canyon & Gold St | Central & Mesa Library | | | |
| 6:35 p | 6:36 p | 6:38 p | 6:40 p | 6:44 p | 6:47 p | 6:51 p | 6:52 p | 6:54 p | | | |
| 7:05 p | 7:06 p | 7:08 p | 7:10 p | 7:14 p | 7:17 p | 7:21 p | 7:22 p | 7:24 p | | | |
| 7:35 p | 7:36 p | 7:38 p | 7:40 p | 7:44 p | 7:47 p | 7:51 p | 7:52 p | 7:54 p | | | |
| 8:05 p | 8:06 p | 8:08 p | 8:10 p | 8:14 p | 8:17 p | 8:21 p | 8:22 p | 8:24 p | | | |
| 8:35 p | 8:36 p | 8:38 p | 8:40 p | 8:44 p | 8:47 p | 8:51 p | 8:52 p | 8:54 p | | | |
| 9:05 p | 9:06 p | 9:08 p | 9:10 p | 9:14 p | 9:17 p | 9:21 p | 9:22 p | 9:24 p | | | |
| 9:35 p | 9:36 p | 9:38 p | 9:40 p | 9:44 p | 9:47 p | 9:51 p | 9:52 p | 9:54 p | | | |
| 10:05 p | 10:06 p | 10:08 p | 10:10 p | 10:14 p | 10:17 p | 10:21 p | 10:22 p | 10:24 p | | | |



Effective May 2018

Schedules for North Mesa and North Community are above and White Rock service is below. Dial-A-Ride services have also been extended for locations not services by a fixed route buses. Contact the Atomic City Transit administrative office at (505) 661-7433 to request a ride.



With the first few concerts well underway below are some ridership information and the season is off to a great start. Come enjoy the concerts with safe transportation!

| Date | Route | Adult | Student | Senior | Bike | Lift | Unlinked Passenger Trips |
|---------|---------------|-------|---------|--------|------|------|--------------------------|
| 5/25/18 | Concert Total | 36 | 15 | 13 | - | - | 64 |
| 6/1/18 | Concert Total | 48 | 36 | 9 | - | - | 93 |
| 6/8/18 | Concert Total | 76 | 48 | 2 | 1 | 1 | 128 |
| 6/15/18 | Concert Total | 48 | 41 | 8 | 1 | | 98 |

With the busy schedule Atomic City Transit staff took some time to perform annual Crisis Management Training. Training is designed as a first time and refresher training on passenger securement, safety and security and bus inspections. The training was provided by Jonathan Henley of Facilities Maintenance. Thank you, Jonathan.



Atomic City Transit participated in 2018 Safety Town held June 13, 2018 at Mountain Elementary. Approximately 100 students attended Safety Town this year. Transit Lead Operator Mark Hughes had a fantastic time-sharing safety tips with the kids.

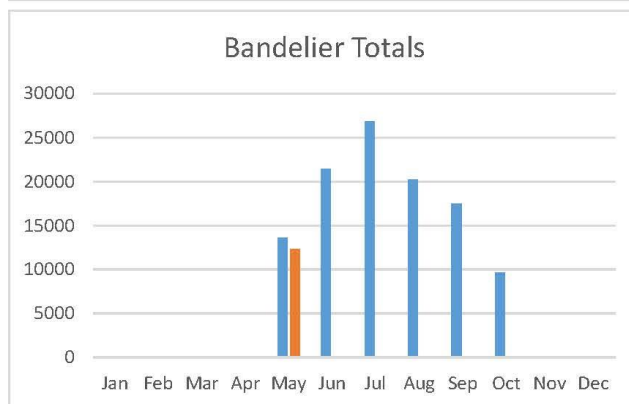
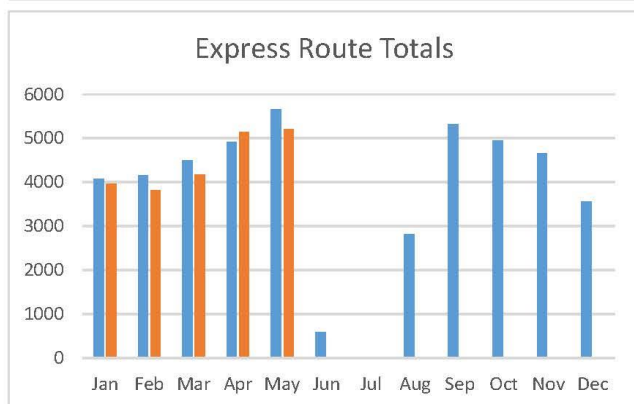
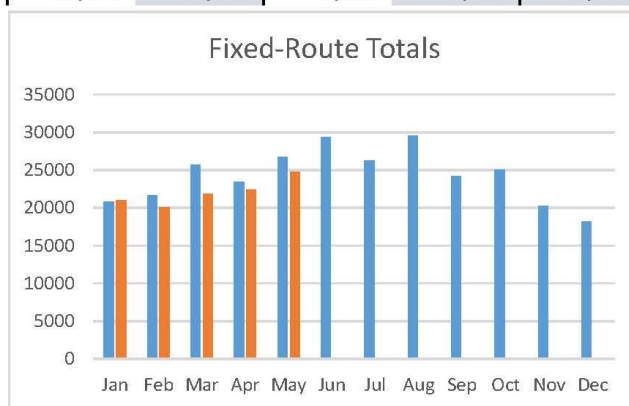
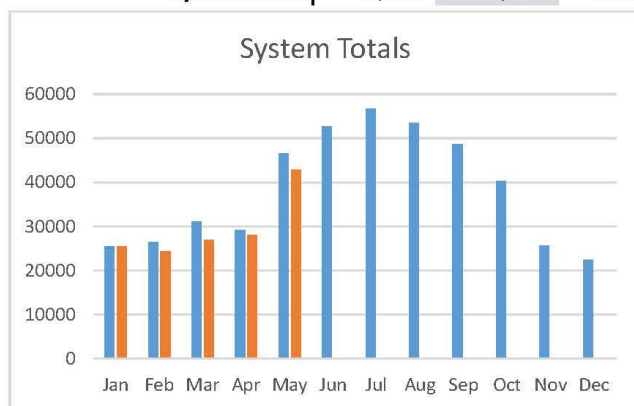




May 2018 Ridership Report

LOS ALAMOS

| Route | May Trips | | | May. Rev. Miles | | May. Rev. Hours | | YTD Trips |
|-------------------------------|---------------|---------------|--------------|-----------------|---------------|-----------------|----------------|----------------|
| | 2017 | 2018 | % Chg | 2017 | 2018 | 2017 | 2018 | 2018 |
| 1 Downtown | 6,692 | 5,397 | -19.4% | 3,965 | 3,965 | 328.5 | 328.5 | 24,534 |
| 2M White Rock - Main Hill | 2,961 | 2,787 | -5.9% | 7,895 | 7,895 | 297.7 | 297.7 | 12,089 |
| 2T White Rock - Truck Rt | 2,013 | 1,745 | -13.3% | 7,285 | 7,285 | 287.1 | 287.1 | 7,720 |
| 2P White Rock - Peak | - | 338 | 0.0% | - | 329 | - | 56.1 | 2,365 |
| 3 Central / Canyon | 3,311 | 3,294 | -0.5% | 5,591 | 5,591 | 279.4 | 279.4 | 14,169 |
| 4 North Community | 3,162 | 2,708 | -14.4% | 4,051 | 4,051 | 286.0 | 286.0 | 12,122 |
| 5 Barranca Mesa | 2,053 | 1,882 | -8.3% | 4,451 | 4,451 | 283.4 | 283.4 | 8,029 |
| 6 North Mesa | 6,555 | 6,382 | -2.6% | 6,306 | 6,306 | 426.4 | 426.4 | 28,767 |
| Fixed-route subtotal | 26,747 | 24,533 | -8.3% | 39,545 | 39,874 | 2,188.6 | 2,244.7 | 109,795 |
| 7 North Mesa Expr | 1,658 | 1,335 | -19.5% | 391 | 391 | 23.6 | 23.6 | 5,796 |
| 8 North Community Expr | 1,073 | 938 | -12.6% | 141 | 141 | 9.1 | 9.5 | 3,985 |
| 9 Aspen Expr | 1,076 | 966 | -10.2% | 109 | 109 | 7.3 | 7.7 | 3,905 |
| 10 Barranca Expr | 1,095 | 1,082 | -1.2% | 182 | 182 | 10.9 | 11.4 | 4,943 |
| 11 White Rock Expr | 760 | 889 | 17.0% | 370 | 370 | 14.0 | 14.7 | 3,656 |
| Express route subtotal | 5,662 | 5,210 | -8.0% | 1,192 | 1,192 | 64.9 | 66.8 | 22,285 |
| 12 Bandelier | 13,579 | 12,279 | -9.6% | 8,505 | 7,088 | 331.8 | 276.5 | 12,279 |
| Dial-a-Ride | 92 | 101 | 9.8% | 880 | 750 | 42.0 | 54.0 | 466 |
| ACT Assist | 501 | 366 | -26.9% | 2,594 | 3,508 | 132.0 | 212.0 | 2,151 |
| Special Services | - | 64 | 0.0% | - | 243 | - | 11.3 | 350 |
| System total | 46,581 | 42,553 | -8.6% | 52,717 | 52,655 | 2,759 | 2,865 | 147,326 |



■ 2017 ■ 2018

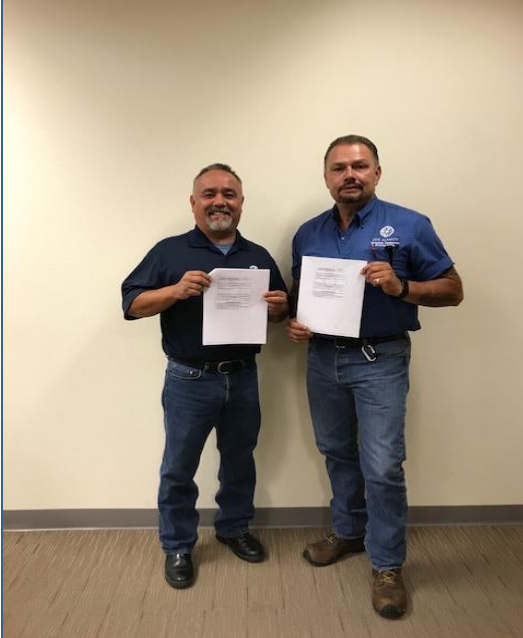
Total Passenger Trips to Date: 4,894,149

COMMUNITY DEVELOPMENT DEPARTMENT

Building Safety Division

Five (5) commercial permits were issued in June, with a total valuation of \$47,985.00, compared to nine (9) permits issued in June 2017, with a total valuation of \$1,417,000.00.

Seventy-five (75) residential permits were issued in June, with a total valuation of \$659,730.00, compared to seventy-five (75) permits issued in June 2017, with a total valuation of \$2,780,032.00.



*Michael Arellano, Chief Building Inspector
David Martinez, Senior Building Inspector*

Michael Arellano and David Martinez received their *Airman Certificate* to fly drones commercially. A drone will be used for roof inspections to keep inspectors safe from falls, and will save contractors' time and money by having to provide access to a roof. Drone inspections will only be conducted with prior approval from the homeowner.

Commercial Updates:



A Certificate of Occupancy was issued for 4702 and 4700 Quemazon in Los Alamos.

Code Compliance:

Before and after pictures with code compliance intervention:



Before



After



Before



After



Before



After

Housing and Special Projects Division



*Home Rehabilitation Project (Los Alamos)
Boiler Replacement and Asbestos Removal*

Housing Rehabilitation Program (Home Renewal Program):

For the 2017 program, work has been completed on 5 homes and work is underway on 4 other homes. For the 2018 program, site visits for eligible applicants began in late June and will be completed in early July by Los Alamos Housing Partnership Inc. (LAHP), the administrator of the program.

Homebuyer Assistance Program:

By the end of June, six home purchases had been completed and two more applications for down payment assistance were reviewed and recommended for approval by the Loan Review Committee. Home closings for the two most recent applicants are anticipated to take place in mid-July. The program application period will remain open as funds are available.

Affordable Housing Multi-Family Development:

The “Canyon Walk Apartments” a planned 70 affordable rental units at 120 DP Road was awarded low income housing tax credits by the State to use for acquiring private financing for the project. It is anticipated the developer, Bethel Development Inc., will receive private financing this fall and submit a building permit application to the County by late 2018 or early 2019.

Planning Division



Anders Millmann, Senior Planner

The Community Development Department said goodbye to Anders Millmann who left the County after 3 years as a Senior Planner in the Planning Division. Anders is relocating to the Pacific Northwest where he hopes to teach high school math beginning this fall.

Planning and Zoning Commission:



The Planning and Zoning Commission (P&Z) reviewed and approved a Special Use Permit to allow the sale of alcoholic beverages at the Pig and Fig restaurant, now located at 11 Sherwood Boulevard in White Rock. The Los Alamos Code, Chapter 16, requires restaurants serving alcoholic beverages located in the C-1 (Commercial) zoning district to obtain a Special Use Permit. A Special Use Permit allowing alcohol service for a restaurant was originally issued in 1984 and was in regular use until 2014. At that time, alcohol sales were discontinued, causing the Special Use Permit to lapse. Discontinued use of an approved Special Use Permit for more than 18 months requires approval of a new Special Use Permit to allow alcohol sales in conjunction with a restaurant use.

Business License and Building Permit Review:

Planning Division staff reviewed and acted on 9 Business License applications and 39 Building Permits in the month of June.

Other:

Planning Division staff continued to provide support for the A-19/Mirador subdivision prior to recordation of that plat, and worked on pre-application requirements for several other potential projects.

Special Projects Section

Codes Compliance:

Completed the Codes Compliance EnerGov Process Manual.

Boards and Commissions:

Continued training with CSD for Boards and Commissions.

Community Development Advisory Board:

Printed 15 applications for the board.

Reserved the conference rooms for interviews and started setting up the interview schedule.

Prepared a Board fact sheet/information sheet for the interviews.

Prepared a Real Estate Disclosure Form for the board members.

Business License:

Processed 75 Business Licenses.

Property Disposition Records:

Staff processed 14 requests for residential property records.

CALENDAR OF UPCOMING MEETINGS AND EVENTS

July 24 – Council Work Session, 6:00 p.m., Fire Station No. 3, White Rock

July 26 – Councilor's at Farmer's Market, 9:00 a.m. – 11:00 a.m., Library Parking Lot

July 31 – Council Regular Session, 6:00 p.m., Council Chambers

KUDOS & FYI

From: Ryn Herrmann [<mailto:ryn@losalamos.org>]

Sent: Thursday, June 28, 2018 9:17 AM

To: Brogan, Brian <brian.brogan@lacnm.us>; Marquez, Dianne <dianne.marquez@lacnm.us>

Subject: Thank you to Sal!

Good morning. Sorry I am so late with this, but wanted to call out some amazing service from one of your employees who helped me during ChamberFest.

I have known Sal for a few years now, working with him during events and just seeing him around town. He is always, friendly, courteous & very helpful.

During ChamberFest we set up a tent at Ashley Pond for the Chamber Business Awards with a new vendor. Not only was the tent complex to set up, but we had to fill water barrels to anchor the corners. Sal had already gone home for the day by the time the delivery truck and crew showed up, but he actually drove back to help us. He helped us to fill the barrels & made sure the crew setting up the tent understood everything that was expected of them from the Parks Dept perspective. Where they could drive in the park to unload, etc.

With Sal there, everything went smoothly and we all knew we were in good hands. This is always the case with Sal. When he is involved, you know he will be able to handle any problems that might arise. I have come to just expect this high level of professionalism from him.

I wanted to just let you know what a great employee he is and that he is an excellent representative of Los Alamos County. If there is any way to recognize Sal for his consistently great work, I would like to. Dianne mentioned a couple of possible options. Please let me know how to move forward with whatever you think might be appropriate.

It is always a pleasure to work with all of you County folks!

Thank you!

Ryn

Lenora Mares

LOS ALAMOS
Community Development

How Do You Like Us Now?

Over the past year, Community Development Department staff has worked hard to improve program delivery and customer service. Please let us know how we are doing. But, don't stop there, let us know what we can do better.

I came to Community Development for:

- ☐ Planning/Zoning ☐ Codes Compliance ☐ Building Safety ☐ Business License ☐ Housing
☒ Permits

How do you rate your experience today? On a scale of 1 to 4 with: 4-Excellent 3-Good 2-Fair 1-Poor

The professionalism of staff today is a: 4

Customer service by CDD staff today is a: 4

The knowledge of the CDD staff is a: 4

My issue was resolved in a respectful and courteous manner: 4

If you would like to add comments or suggestions for improvement, please take a moment to do so:

LOS ALAMOS
Community Development

How Do You Like Us Now?

Over the past year, Community Development Department staff has worked hard to improve program delivery and customer service. Please let us know how we are doing. But, don't stop there, let us know what we can do better.

I came to Community Development for:

- ☐ Planning/Zoning ☐ Codes Compliance ☐ Building Safety ☐ Business License ☐ Housing
☒ Permits

How do you rate your experience today? On a scale of 1 to 4 with: 4-Excellent 3-Good 2-Fair 1-Poor

The professionalism of staff today is a: 4

Customer service by CDD staff today is a: 4

The knowledge of the CDD staff is a: 4

My issue was resolved in a respectful and courteous manner: 4

If you would like to add comments or suggestions for improvement, please take a moment to do so:

Lenora = Awesome. Pay her more! Joe = Great
THANK YOU! Also.
Quick turnaround!

LOS ALAMOS
Community Development

How Do You Like Us Now?

Over the past year, Community Development Department staff has worked hard to improve program delivery and customer service. Please let us know how we are doing. But, don't stop there, let us know what we can do better.

I came to Community Development for:

- ☐ Planning/Zoning ☐ Codes Compliance ☐ Building Safety ☐ Business License ☐ Housing
☒ Permits

How do you rate your experience today? On a scale of 1 to 4 with: 4-Excellent 3-Good 2-Fair 1-Poor

The professionalism of staff today is a: 4

Customer service by CDD staff today is a: 4

The knowledge of the CDD staff is a: 4

My issue was resolved in a respectful and courteous manner: 4

If you would like to add comments or suggestions for improvement, please take a moment to do so:

LOS ALAMOS
Community Development

How Do You Like Us Now?

Over the past year, Community Development Department staff has worked hard to improve program delivery and customer service. Please let us know how we are doing. But, don't stop there, let us know what we can do better.

I came to Community Development for:

- ☐ Planning/Zoning ☐ Codes Compliance ☐ Building Safety ☐ Business License ☐ Housing
☒ Permits

How do you rate your experience today? On a scale of 1 to 4 with: 4-Excellent 3-Good 2-Fair 1-Poor

The professionalism of staff today is a: 4

Customer service by CDD staff today is a: 4

The knowledge of the CDD staff is a: 4

My issue was resolved in a respectful and courteous manner: ABSOLUTELY

If you would like to add comments or suggestions for improvement, please take a moment to do so:

LENORA WAS KNOWLEDGEABLE, POLITE AND
VERY HELPFUL.

LOS ALAMOS
Community Development

How Do You Like Us Now?

Over the past year, Community Development Department staff has worked hard to improve program delivery and customer service. Please let us know how we are doing. But, don't stop there, let us know what we can do better.

I came to Community Development for:

- ☐ Planning/Zoning ☐ Codes Compliance ☐ Building Safety ☐ Business License ☐ Housing
☒ Permits

How do you rate your experience today? On a scale of 1 to 4 with: 4-Excellent 3-Good 2-Fair 1-Poor

The professionalism of staff today is a: 4

Customer service by CDD staff today is a: 4

The knowledge of the CDD staff is a: 4

My issue was resolved in a respectful and courteous manner: 4

If you would like to add comments or suggestions for improvement, please take a moment to do so:

LENORA MARES & MICHAEL MARQUEZ EXTREMELY HELPFUL

311 Training



June 2018 Financial Overview

| <i>General Fund as of 06/30/2018</i> | FY2017 Actual | FY2018 Adopted Budget | FY2018 Revised Budget | FY2018 Actual | FY2018 Remaining Budget | FY2018 % Collected |
|--------------------------------------|-------------------|-----------------------|-----------------------|-------------------|-------------------------|--------------------|
| Revenues | | | | | | |
| Gross Receipts Tax | 38,504,730 | 40,208,000 | 40,208,000 | 43,920,619 | (3,712,619) | 109% |
| Property Tax | 7,020,492 | 7,046,531 | 7,046,531 | 7,120,891 | (74,360) | 101% |
| User Charges | 2,302,479 | 2,281,520 | 2,281,520 | 2,163,350 | 118,170 | 95% |
| Other | 11,060,033 | 10,330,553 | 11,317,161 | 10,069,595 | 1,247,566 | 89% |
| Total | 58,887,734 | 59,866,604 | 60,853,212 | 63,274,455 | (2,421,243) | 104% |

| | | FY2018 Adopted Budget | FY2018 Revised Budget |
|-------------------------------|--|-----------------------|-----------------------|
| General Fund Transfers | | | |
| In | | 2,613,140 | 3,574,434 |
| Out | | (8,926,130) | (9,113,900) |

| | FY2017 Actual | FY2018 Adopted Budget | FY2018 Revised Budget | FY2018 Actual | FY2018 Encumbrances | FY2018 Remaining Budget | FY2018 % Spent & Encumbered | Salary & Benefits Spent |
|-----------------------------------|-------------------|-----------------------|-----------------------|-------------------|---------------------|-------------------------|-----------------------------|-------------------------|
| Expenditures | | | | | | | | |
| County Council | 320,224 | 419,546 | 419,546 | 405,200 | 9,806 | 4,540 | 98.9% | 99% |
| Municipal Court | 463,525 | 563,275 | 574,661 | 466,730 | 27,080 | 80,852 | 85.9% | 84% |
| County Manager | 3,404,188 | 3,402,793 | 3,654,522 | 3,320,828 | 84,334 | 249,360 | 93.2% | 99% |
| County Assessor | 385,554 | 393,837 | 408,857 | 408,461 | - | 396 | 99.9% | 101% |
| County Attorney | 595,085 | 703,539 | 730,539 | 644,682 | - | 85,857 | 88.2% | 89% |
| County Clerk | 599,704 | 574,053 | 574,053 | 521,184 | 2,723 | 50,146 | 91.3% | 97% |
| Probate | 4,525 | 5,906 | 5,906 | 4,587 | - | 1,319 | 77.7% | 95% |
| County Sheriff | 16,436 | 15,510 | 16,710 | 16,512 | - | 198 | 98.8% | 100% |
| Administrative Services | 7,224,564 | 7,607,681 | 7,825,359 | 7,194,367 | 282,025 | 348,967 | 95.5% | 94% |
| Community Services | 10,292,050 | 10,568,132 | 10,725,500 | 10,236,097 | 84,114 | 405,289 | 96.2% | 97% |
| Parks Maintenance Projects | 80,223 | 128,000 | 128,000 | 108,159 | - | 19,841 | 84.5% | n/a |
| Fire | 5,011,730 | 5,207,149 | 5,460,155 | 4,887,192 | 27,584 | 545,379 | 90.0% | n/a |
| Police | 9,100,438 | 8,646,047 | 9,249,029 | 8,569,618 | 138,728 | 540,683 | 94.2% | 97% |
| Public Works | 9,678,730 | 10,062,983 | 10,159,770 | 9,219,826 | 129,050 | 810,895 | 92.0% | 95% |
| Facilities Maintenance Proj (MFM) | 1,310,927 | 1,634,858 | 3,945,130 | 229,967 | 98,510 | 3,616,653 | 8.3% | n/a |
| Community Development | 1,732,259 | 1,841,385 | 1,905,147 | 1,785,432 | 62,808 | 56,907 | 97.0% | 101% |
| TOTAL GENERAL FUND | 50,220,162 | 51,774,694 | 55,782,884 | 48,018,841 | 946,761 | 6,817,282 | 87.8% | |

June 2018 Financial Overview

| <i>General Fund - Summary Fund Statement</i> | FY2015 Actual | FY2016 Actual | FY2017 Actual | FY2018 Adopted Budget | FY2018 Revised Budget | FY2018 Projected Actual |
|--|-------------------|-------------------|-------------------|-----------------------|-----------------------|-------------------------|
| Beginning Fund Balance | 29,111,222 | 25,515,413 | 19,810,212 | 18,500,731 | 17,876,264 | 17,876,264 |
| Revenues | 52,002,962 | 60,231,038 | 58,887,734 | 59,866,604 | 60,853,212 | 63,274,455 |
| Transfers from other funds | 2,372,592 | 2,749,363 | 2,208,310 | 2,613,140 | 3,574,434 | 3,574,434 |
| Expenditures | 45,819,552 | 48,432,447 | 50,220,162 | 51,774,694 | 55,782,884 | 48,018,841 |
| Transfers to other funds | 12,151,811 | 20,253,155 | 12,809,830 | (8,926,130) | (9,113,900) | (9,113,900) |
| Ending Fund Balance: | | | | | | |
| Nonspendable | 2,086,644 | 1,543,084 | 1,495,689 | 1,607,303 | 1,551,437 | 1,551,437 |
| Restricted for Cash Requirements | 4,420,996 | 4,725,850 | 4,591,274 | 4,629,300 | 4,648,388 | 4,001,410 |
| Other Restricted/Assigned | 2,977,140 | 2,552,924 | 1,667,087 | 2,152,000 | 1,773,670 | 1,773,670 |
| Unassigned | 16,030,633 | 10,988,354 | 10,122,214 | 11,939,381 | 9,433,631 | 20,265,895 |
| Total Ending Fund Balance | 25,515,413 | 19,810,212 | 17,876,264 | 20,327,984 | 17,407,126 | 27,592,412 |

| <i>Other Funds Expenditures</i> | | | | | | | | |
|---------------------------------|--------------------|-----------------------|-----------------------|--------------------|---------------------|-------------------------|-----------------------------|-------------------------|
| <i>As of 06/30/2018</i> | FY2017 Actual | FY2018 Adopted Budget | FY2018 Revised Budget | FY2018 Actual | FY2018 Encumbrances | FY2018 Remaining Budget | FY2018 % Spent & Encumbered | Salary & Benefits Spent |
| Lodgers' Tax | 253,631 | 225,918 | 225,918 | 180,841 | 11 | 45,066 | 80.1% | n/a |
| State Grants | 879,288 | 644,087 | 1,084,990 | 1,028,025 | 38,786 | 18,179 | 98.3% | 95% |
| Health Care Assistance | 2,076,788 | 2,134,767 | 2,326,675 | 2,150,198 | 552 | 175,925 | 92.4% | 84% |
| Economic Development | 767,726 | 2,924,500 | 4,958,642 | 1,010,581 | 173,864 | 3,774,197 | 23.9% | n/a |
| Other Special Revenue | 182,247 | 258,528 | 258,528 | 222,129 | 692 | 35,707 | 86.2% | 102% |
| Emergency Declarations Fund | 2,295,899 | - | 409,443 | 225,659 | - | 183,784 | 55.1% | n/a |
| GRT Revenue Bonds Debt Svce | 6,264,646 | 6,268,597 | 6,268,597 | 6,268,597 | - | (0) | 100.0% | n/a |
| Capital Projects | 13,913,582 | 14,450,000 | 23,522,305 | 4,515,775 | 8,444,106 | 10,562,424 | 55.1% | n/a |
| Utilities | 59,741,918 | 71,462,741 | 86,329,985 | 57,608,173 | 6,395,961 | 22,325,851 | 74.1% | 101% |
| Environmental Services | 3,814,301 | 5,233,588 | 5,758,343 | 5,044,558 | 310,324 | 403,461 | 93.0% | 101% |
| Transit | 4,217,581 | 4,567,427 | 5,150,690 | 4,269,115 | 133,278 | 748,297 | 85.5% | 87% |
| Fire | 23,627,230 | 24,642,125 | 24,963,284 | 23,404,016 | 251,927 | 1,307,341 | 94.8% | 95% |
| Airport | 894,028 | 1,144,425 | 1,554,603 | 620,544 | 25,565 | 908,494 | 41.6% | 83% |
| Equipment | 4,699,336 | 4,763,170 | 5,078,596 | 3,572,349 | 1,118,787 | 387,460 | 92.4% | 97% |
| Risk | 9,076,961 | 10,421,980 | 10,445,288 | 10,311,887 | 67,139 | 66,261 | 99.4% | 83% |
| TOTAL OTHER FUNDS | 132,705,162 | 149,141,853 | 178,335,887 | 120,432,447 | 16,960,992 | 40,942,447 | 77.0% | |
| TOTAL ALL FUNDS | 182,925,324 | 200,916,547 | 234,118,771 | 168,451,289 | 17,907,753 | 47,759,729 | 79.6% | |

June 2018 Financial Overview Notes

The June 2018 Financial Overview is a preliminary look at the results for fiscal year ending June 30, 2018. It is important to note that the financial data presented is not complete, nor fully adjusted for the fiscal year end. The County will be closing and adjusting its FY2018 books over the next couple of months as the annual financial audit is conducted. At the conclusion of the audit, complete financial statements will be presented to the Council in the form of the Comprehensive Annual Financial Report (CAFR).

The June 2018 Financial Overview is being produced at this time solely to meet the State of New Mexico, Department of Finance and Administration (DFA) deadline for the preliminary year-end financial reporting.