



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, August 28, 2018

6:00 PM

Council Chambers - 1000 Central Avenue
TELEVISED

1. **OPENING/ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT**

4. **APPROVAL OF AGENDA**

5. **PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

- A. [11105-18](#) Proclamation declaring 2018-2019 as a "Year of Asset Building" and Friday, Sept. 7, 2018 as "College Day/Military Day" in Los Alamos County (accepted by Bernadette Lauritzen)

Presenters: County Council - Regular Session

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

7. **CONSENT AGENDA**

August 28, 2018 Consent Motion:

Consent Motion -

- A. [AGR0589-18](#) Request for Consent to Assignment of Agreement for Services Agreement AGR17-01 Changing the Assignment from Diversified Data Processing & Consulting Inc. (DivDat) to Diamond Marketing Solutions Group, Inc.

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

Attachments: [A - Request for Consent to Assignment of Agreement and AGR17-01](#)

- B. [AGR0587-18](#) Approval to Submit an Application and Accept a Federal Aviation Administration Airport Improvement Program (AIP) Grant for Federal

Fiscal Year 2018 in the Amount of \$613,468 for the Construction, Construction Administration, Acceptance Testing and an Update to the FAA Required Disadvantage Business Enterprise (DBE) Program.

Presenters: Philo Shelton, Public Works Director and Jon Bulthuis, Deputy Public Works Director

Attachments: [A - Grant Analysis and Financial Matrix Form](#)
[B - Federal Aviation Administration Airport Improvement Program Grant Application](#)

- C. [RE0381-18](#) Incorporated County of Los Alamos Resolution No. 18-19 to authorize the application to New Mexico Department of Transportation (NMDOT) for FY20 Section 5311 Public Rural Transportation Program for an estimated total amount of \$3,684,221 to fund the Administrative, Operating and Capital needs of Atomic City Transit; committing to the local match in the amount of \$1,644,841 to fund the Section 5311 Transit Program for Federal FY20.

Presenters: Philo Shelton, Public Works Director

Attachments: [A - Grant Analysis and Financial Matrix Form](#)
[B - Incorporated County of Los Alamos Resolution No. 18-19](#)
[C - Summary Comparison Budget Request FY19-FY20](#)
[D - Letter of Intent to Apply for Funding](#)
[E - Letter of Support.pdf](#)
[F - Publication Notice](#)

- D. [10972-18](#) Consideration of the FY2020 - FY2024 State Infrastructure and Capital Improvement Plan (ICIP) Submission

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

Attachments: [A - FY2020-2024 ICIP RANKING LIST](#)

- E. [11078-18](#) Approval to Increase the Expenditure with Cooperative Education Services for IPR, Limited for Pavement Preservation Activities in the Amount of \$63,918.21 for a Total Amount of \$794,962.08, Provide for a Ten Percent Contingency in the Amount of \$79,496.20 and Establish a Project Budget in the Amount of \$874,458.28.

Presenters: Philo Shelton, Public Works Director

Attachments: [A - June 26, 2018 Staff Report](#)
[B - Revised Quotes for IPR, Limited](#)

- F. [11112-18](#) Consideration of Budget Revision 2019-07 for Utilities Carryovers, Various Grants, and Fire Deployment Reimbursements

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

Attachments: [A - Budget Revision 2019-07](#)

- G. [11117-18](#) Approval of Authorized Signers for addition of the County NMEDD LEDA Bank Account

Presenters: Helen Perraglio, Chief Financial Officer

Attachments: [A - County Council Signature Resolution for Banking 08-2018](#)
[B - Local Economic Development Participation Agreement](#)

8. INTRODUCTION OF ORDINANCE(S)

- A. [CO0534-18](#) Incorporated County of Los Alamos Code Ordinance No. 02-288, An Ordinance Amending Chapter 40, Article III, Section 40-201 and 40-202 of the Code of the Incorporated County of Los Alamos Pertaining to the Sewage Service Rate Schedule and Determination of Charges

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

Attachments: [A1 - Ten-year budget projections - Original from FY19/20 Budget Book](#)
[A2 - Ten-year budget projections - Revised](#)
[B1 - Long Term twenty-five year financial projections - Original "Plan 20" - Chart](#)
[B2 - Revised twenty-five year financial projections - Table](#)
[B3 - Revised twenty-five year financial projections - Chart](#)
[C1 - Ten Year projected monthly sewer bill for residential customers - As originally projected in "Plan 20"](#)
[C2 - Ten Year projected monthly sewer bill for residential customers - revised](#)
[D - Residential Sewer Rates - Comparison With Similar Neighboring Communities.pdf](#)
[E - Incorporated County of Los Alamos Code Ordinance 02-288](#)

9. PUBLIC HEARING(S)

- A. [OR0823-18c](#) 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 Nol. 683.pdf](#)

- B. [OR0828-18b](#) Incorporated County of Los Alamos Code Ordinance No. 02-287; an Ordinance Adopting a New Article to be Added to Chapter 34, Streets, Sidewalks and Other Public Places, to be Designated Article IV and Entitled "Addressing and Road Naming," and Amending Other Provisions of the Code to be Consistent Therewith.

Presenters: Eric Martinez, County Engineer and Tamara Baer, Planning Manager

Attachments: [A - Incorporated County of Los Alamos Code Ordinance No. 02-287](#)
[B - Publication Notice](#)

- C. [OR0830-18b](#) 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 686](#)
[B - Notice of Publication.pdf](#)

10. **BUSINESS**

11. **COUNCIL BUSINESS**

A. ***Appointments***

B. Board, Commission and Committee Liaison Reports**C. County Manager's Report****1) [11073-18](#) County Manager's Report for August 2018**

Presenters: Harry Burgess, County Manager

Attachments: [A - August County Manager's Update.pdf](#)

D. Council Chair Report**E. General Council Business****F. Approval of Councilor Expenses****G. Preview of Upcoming Agenda Items****12. COUNCILOR COMMENTS****13. PUBLIC COMMENT****14. 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

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals):

Presenters: County Council - Regular Session

Legislative File: 11105-18

Title

Proclamation declaring 2018-2019 as a "Year of Asset Building" and Friday, Sept. 7, 2018 as "College Day/Military Day" in Los Alamos County (accepted by Bernadette Lauritzen)

Body

WHEREAS: The Search Institute's 40 Developmental Assets are common sense, positive experiences and qualities that help influence the choices young people make to become caring, responsible adults; and

WHEREAS: Every young person needs Support, Empowerment, Boundaries and Expectations, Constructive Use of Time, Commitment to Learning, Positive Values, Social Competencies, Positive Identity; and

WHEREAS: Neighborhoods, faith communities, schools, businesses and civic organizations play vital roles in building Assets in our community and our youth by establishing relationships; and

WHEREAS: Champions of Youth Ambitions (C'YA) is dedicated to creating and increasing these building blocks to elevate our community values of creating a Healthy Community, Healthy Youth;

NOW, THEREFORE, on behalf of the Council of the Incorporated County of Los Alamos, I do hereby proclaim 2018-2019 as a

"YEAR OF ASSET BUILDING"

in Los Alamos County, and encourage everyone to "Take A Second, Make A Difference" to benefit the future, by engaging youth and helping our children thrive;

AND FURTHERMORE, I do hereby endorse a love of life-long education and learning by declaring Friday, September 7, 2018 as **"COLLEGE DAY/MILITARY DAY"** in our community; I encourage members of the community to wear their favorite apparel on this special day to promote life-long learning for our youth.



County of Los Alamos

Staff Report

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:

Index (Council Goals):

Presenters:

Title

August 28, 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

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	A.
Index (Council Goals):	* 2018 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure Including Updated Enterprise Software and Permitting
Presenters:	Tim Glasco, Utilities Manager and Bob Westervelt, Deputy Utilities Manager - Finance/Admin
Legislative File:	AGR0589-18

Title

Request for Consent to Assignment of Agreement for Services Agreement AGR17-01 Changing the Assignment from Diversified Data Processing & Consulting Inc. (DivDat) to Diamond Marketing Solutions Group, Inc.

Recommended Action

I move that Council approve the Consent to Assignment of Agreement for Services Agreement AGR17-01, changing the assignment from Diversified Data Processing & Consulting Inc. (DivDat) to Diamond Marketing Solutions Group, Inc.

Utilities Manager Recommendation

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

Board, Commission or Committee Recommendation

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

Body

Los Alamos Department of Public Utilities entered into Services Agreement AGR17-01 on February 1, 2017, with Diversified Data Processing & Consulting Inc (DivDat) to laser print, insert and mail monthly utility statements and past due notices to DPU customers; print and insert utility bill stuffers; generate electronic bill presentations (e-billing); and integrate utility data with the Los Alamos DPU App . The term of the agreement is from March 1, 2017 through February 28, 2021.

In accordance with Section O of Services Agreement AGR17-01, DPU received a July 17, 2018 letter from DivDat (Attachment A). Specifically, section O states that the “Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of the County.” The July 17th letter informs DPU that on June 26, 2018, DivDat entered into an Asset Purchase Agreement with Diamond Marketing Solutions Group, Inc. DivDat further requests the irrevocable consent from Los Alamos County for DivDat to assign its rights and obligations and the delegation of all of its performance under Services Agreement AGR17-01 to Diamond. Upon Los Alamos County’s consent and the closing of the Asset Purchase Agreement, anticipated to occur during the third quarter, Diamond would be bound by all of the terms of Services Agreement AGR17-01.

Alternatives

Should Council determine not to approve the Consent to Assignment of Services Agreement AGR17-01, DPU will need to issue a new request for proposals and award a new contract for bill printing services.

Fiscal and Staff Impact

Approving the Assignment of Services Agreement AGR17-01 should have no fiscal impact and no impact on staff.

Attachments

A - Request for Consent to Assignment of Agreement and AGR17-01



July 17th, 2018

Via U.S. Mail and Email

Julie Williams
Public Relations Manager
County of Los Alamos
PO Box 1030
Los Alamos, New Mexico 87544

Re: Request for Consent to Assignment of Agreement

Dear Ms. Williams:

Reference is made to the Diversified Data Processing & Consulting, Inc. Service Agreement¹, dated as of 3/1/17 (together with any amendments, addendum, supplements and related documents and agreements, the "**Agreement**"), between Diversified Data Processing & Consulting, Inc., a Michigan corporation d/b/a DivDat ("**we**" or "**our**"), and County of Los Alamos ("**you**" or "**your**").

We are pleased to share with you the exciting news that we have entered into an Asset Purchase Agreement, dated as of June 26, 2018, with Diamond Marketing Solutions Group, Inc., a Delaware corporation ("**Diamond**"), pursuant to which we have agreed to sell to Diamond certain of our business assets (the "**Transaction**"). Diamond is a subsidiary of Output Services Group, Inc. (also known as OSG Billing Services, "**OSG**"), which has been in business for over 25 years and is one of the largest providers of integrated communication and billing solutions in the U.S. OSG and Diamond together offer comprehensive and flexible solutions including electronic billing and invoice/statement services, document printing and mailing and an expansive suite of complementary forwarding-thinking digital marketing solutions to a large and fast growing group of clients in a variety of industries, including the health care, utility, municipality, financial services, real estate and heating oil/propane markets. To learn more about OSG and Diamond, please visit their websites at www.osgbilling.com and www.dmsolutions.com, respectively.

In connection with the Transaction, we write to notify you that, effective as of the closing of the Transaction (the "**Closing**"), anticipated to take place in the third quarter of this year, assuming all approvals are received and all other conditions to Closing of the Transaction are satisfied or waived, we intend to assign the Agreement, including the assignment of all of our rights and obligations and the delegation of all of our performance under the Agreement, to Diamond. Diamond would assume all of our rights and obligations and agree to be bound by all the terms of the Agreement effective as of and from and after the Closing (such assignment and delegation, the "**Assignment**").

As part of the Transaction, we and Diamond are entering into a Transition Services Agreement pursuant to which we will continue to service your account on behalf of Diamond for

¹ Please use full name of each agreement if Service Agreement is not the correct name of the Assigned Contract

a period of time to ensure a smooth transition of the business such that you should not experience any changes to your account or level of service.


In accordance with the Agreement, we hereby request your irrevocable consent to the Assignment and waiver of your rights under the Agreement resulting from or related to the Assignment. Notwithstanding any provision in this consent, the Agreement or the Assignment to the contrary, by executing this consent, you acknowledge and agree that we have not and will not be deemed to have breached or violated any provision of the Agreement and are not in default of any of our obligations under the Agreement.

Please sign this letter below to acknowledge your review of its contents, and your irrevocable consent to the Assignment and related waiver and acknowledgment, and return a PDF copy to me via email at skain@divdat.com. Because the Transaction is scheduled to close in the third quarter of this year, we ask that you send us the signed consent **as soon as possible but no later than Friday, July 27, 2018**. It is our great privilege to serve you and we are thankful for the trust you have placed in us. We strongly believe that our new relationship with Diamond will create the best possible combination of resources and focus that will enable us to provide the highest level of service to you in the future. We seek your continued support and will work diligently to be worthy of it.

If you have any questions regarding the Assignment or this request for consent, please call me at (800) 356-8561, extension 369, or email me at skain@divdat.com. If you would also like to speak to a representative of Diamond, please contact me and I will be happy to arrange for you to do so.

We appreciate your assistance and thank you in advance for your prompt attention to this matter.

Very truly yours,
DIVERSIFIED DATA PROCESSING &
CONSULTING, INC.

By: _____

Name: Samuel J. Kain

Title: CFO

Date: July 17, 2018

The undersigned hereby consents to the
Assignment and waiver of rights described
above as of the date set forth below:

County of Los Alamos

By: _____

Name: _____

Title: _____

Date: _____, 2018



AGR17-01

**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Diversified Data Processing & Consulting Inc., dba DivDat**, a Michigan corporation ("Contractor"), to be effective for all purposes March 1, 2017.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 17-01 ("RFP") on June 12, 2016, requesting proposals for Bill Printing, Mailing and Electronic Billing Notification Services for Utilities, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated June 26, 2016 ("Contractor's Response"); and

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

WHEREAS, the Los Alamos County Board of Public Utilities approved this Agreement at a public meeting held on January 18, 2017; and

WHEREAS, the County Council approved this Agreement at a public meeting held on January 31, 2017; and

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

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

SECTION A. SERVICES:

Contractor Services

- 1. Monthly Utility Statements** – Contractor will laser print, insert and mail monthly utility statements and past due notices no less than two (2) times per week after receipt from County of magnetic media or electronic transmission containing data necessary to produce the statements or past due notices. County will provide data in a pre-determined format agreed to by both parties. County will determine and notify Contractor of dates data will be provided to Contractor. Pricing for this Service is as provided in Exhibit "A" attached hereto.
- 2. Inserts** - Contractor shall insert with the monthly utility statements and past due notices additional materials received from County not later than three (3) business days before Contractor receives from County the data for monthly statements and notices. All such additional County provided inserts and materials shall meet Contractor's insert specifications. Contractor shall notify the County immediately by telephone if the insert materials provided by County do not meet Contractor's insert specifications or if additional materials are not timely



received by Contractor. Contractor shall insert additional materials that do not meet Contractor's insert specifications, and at additional costs to the County, only on the express request of County made following notice from Contractor and the parties have agreed upon the additional charge, if any, for manual insertion of the materials.

3. **Equipment and Materials** - Contractor shall provide all labor, warehousing, equipment and materials necessary to perform the Services.
4. **Reports and Information** - Within ten (10) days after request by County, Contractor shall provide to County any and all reports that may be generated automatically related to the data provided by County or any other such report as deemed reasonably necessary by County.
5. **Electronic Bill Presentation and Payment** - At customers request to the Department of Public Utilities ("DPU"), and after enrolling in DPU's electronic bill program, Contractor will generate an electronic version of the bill for DPU's customers that have elected to participate in the e-Billing program. Contractor will notify customer via email when the electronic bill is ready to be viewed and will include an appropriate link for customer to pay the bill via DPU's established payment system.
6. **Integration with Mobile Application** - DPU is currently engaged in deployment of Smart Utility System's Smart Customer Mobile application, through which customers can retrieve consumption and billing information, and through which customers can view and pay their bill. Contractor will coordinate and integrate with the Smart Customer Mobile application as determined necessary to facilitate deployment of that application.

SECTION B. TERM: The term of this Agreement shall commence March 1, 2017 and shall continue through February 28, 2021, unless sooner terminated, as provided herein. At County's sole option this Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount **not to exceed** FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00 US), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. All disputes related to performance and payment shall be governed by the County's Procurement Code, Chapter 31.

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

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or

compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

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

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the County.

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

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

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.

3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request. Contractor shall not use the County-provided logo in any manner except with prior written permission from County.

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

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

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

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

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

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

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit,

demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

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

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

County:

Project Manager/Management Analyst
Incorporated County of Los Alamos
Department of Public Utilities
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544

Contractor:

Jason Bierkle, President
Diversified Data Processing & Consulting
Inc., dba DivDat
1081 Northend Avenue
Ferndale, Michigan 48220

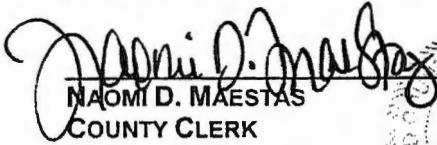
SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to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

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

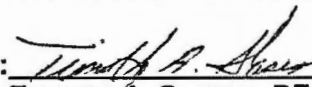
IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST


INCORPORATED COUNTY OF LOS ALAMOS


NAOMI D. MAESTAS
COUNTY CLERK

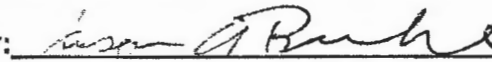


BY:  2-1-17
TIMOTHY A. GLASCO, PE DATE
UTILITIES MANAGER

Approved as to form:


J. ALVIN LEAPHART
COUNTY ATTORNEY

DIVERSIFIED DATA PROCESSING & CONSULTING INC.,
DBA DIVDAT, A MICHIGAN CORPORATION

BY:  2/9/17
DATE

**Exhibit A
AGR17-01
Cost Summary Sheet**

5. Unit Costs (to include set-up/artwork costs), based on the following:

- a. Paper (perforated) – per page price
- b. Carrier envelopes – price per each
- c. Return envelopes – price per each
- d. Laser printing – per page price
- e. Insertion cost – price per each
- f. Cost for email bill notification
- g. Cost for paper bills mailed for undeliverable emails

FIRST CONTRACT YEAR PRICING

Print & Mail Pricing	
Statement Description: <ul style="list-style-type: none"> Approximate Monthly Volume: 9,000 Regular bills 8.5 x 14, 24#, 3/1 regular Standard single-window #9 remittance and double window #10 envelopes. All variable data is laser printed in black, simplex. File transfer, data processing, CASS certified address validation, folding, inserting, metering, delivery to USPS 	Cost Per Item Processed:
Data Processing/Mail Prep Services/Mail delivery	\$0.0431
8.5 x 14 24# Custom 3 color 1 sided form w/perf	\$0.033 Billed at Cost
Standard #10 Envelope	\$0.0152 Billed at Cost
Standard #9 Envelope	\$0.0136 Billed at Cost
Laser Printing	<u>\$0.0245</u>
Total per one page bill	\$0.1294
Other Services:	
Print Image Archiving (12 Months)	\$0.015 per bill
Additional Pages (multipage bills)	\$0.05 (on white stock)
Address Update- ACS	\$0.16 per hit (per address actually updated)
eBill email notification	\$0.05
PDF bill	Included in archiving
Bills sent for Undeliverable emails	Same as above, higher postage may apply due to not meeting pre-sort levels set by the USPS



County of Los Alamos

Staff Report

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

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

Presenters: Philo Shelton, Public Works Director and Jon Bulthuis, Deputy Public Works Director

Legislative File: AGR0587-18

Title

Approval to Submit an Application and Accept a Federal Aviation Administration Airport Improvement Program (AIP) Grant for Federal Fiscal Year 2018 in the Amount of \$613,468 for the Construction, Construction Administration, Acceptance Testing and an Update to the FAA Required Disadvantage Business Enterprise (DBE) Program.

..Recommended Motion

I move that Council Approve the Submittal of Application and Accept a Federal Aviation Administration Airport Improvement Program (AIP) Grant for Federal Fiscal Year 2018 in the Amount of \$613,468 for the Construction, Construction Administration, Acceptance Testing and an Update to the FAA Required Disadvantage Business Enterprise (DBE) Program.

..Manager's Recommendation

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

Body

The existing perimeter fence along the southern and western boundaries of the airport was constructed over 50 years ago and its condition has deteriorated to where it is now inadequate for the safety and security needs of the airport. This grant provides 90% of the funding for the AIP eligible items for construction, construction administration, acceptance testing of the airport perimeter fence, and an update to the airport's DBE Program for Construction.

Council should note that the bids were higher than anticipated, primarily due to higher steel prices, and the Airport Manager worked with the FAA to secure the necessary additional grant funding. Please see Attachments A and B for additional details on the grant. In addition, staff has prepared an application with NMDOT to provide 5% of the 10% required match on the FAA AIP Grant in the amount of \$54,297 plus the allowed 10% contingency if needed.

This project includes an update to the Airport's Disadvantaged Business Enterprise (DBE) program. The DBE program is federally mandated for airports that receive grant funding and is designed to remedy ongoing discrimination and the continuing effects of past discrimination in federally-assisted construction projects. To meet the stated objectives of the DBE Program Regulation, recipients of FAA grant funds must develop and implement a program that conforms to DOT standards set forth in 49 CFR Part 26. In April of 2018, the FAA issued new guidance

that requires airports to update their DBE program. The FAA directs airports to include the update in its next federally-assisted construction project. The FAA and NMDOT are providing 95% funding required for this update - with the remaining 5% provided by the County.

Alternatives

Council could choose to not approve the grant application and identify other sources of funding or cancel the project with the consequence that the existing perimeter fence will continue to deteriorate.

Fiscal and Staff Impact/Planned Item

As part of FY2016 Budget approved by Council, the County provided \$100,000 to upgrade the project to vinyl fencing and \$20,500 for local match funds. There is \$17,000 local match funds remaining after design services for the fence. Therefore, the local budget available for the project is \$117,000. The remainder budget needs will be covered by FAA AIP and NMDOT Aviation Grants.

Attachments

A - Grant Analysis and Financial Matrix Form

B - Federal Aviation Administration Airport Improvement Grant Application

County of Los Alamos

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

GRANT APPLICANT:

Matrix Form Submission Status: X Initial Revised
 Name of Department: Public Works/Airport
 Name of Department Head: Philo Shelton
 Contact Information, email: philo.shelton@lacnm.us Phone #: 8106
 Person Completing This Form: Cam Humphres
 Contact Information, email: cameron.humphres@lacnm.us Phone : 8420

GRANT INFORMATION:

Grant Agency: FAA Name of Grant Program: Airport Improvement Program (AIP) Grant
Application Submission Deadline: 08/31/2018
Federal Grantor/Program Title: FAA/Airport Improvement Program Grant
Federal CFDA Number: N/A
Check Only One: Federal Direct: X OR Federal Indirect: ____
State Grantor/Program Title: N/A – Federal Grant
Private Organization: N/A
Grant Application: \$613,468 **Match:** \$99,368 **Total:** \$712,836.50
Estimated Date for Notice of Award (if awarded): 09/30/2018
Does Grant include loan component? Yes__ No: X
Loan Terms (interest rate, years to repay)_____

Review and Approvals

Department Head: Pu. S. Sa 8-20-18
Signature Date

Other Department Head: _____

Signature Date

Budget Manager: my child for Karen Kendall 8/20/18
Signature Date

Finance Grants Mgr: [Signature] Date: 08/20/18

County Manager: _____ Signature _____ Date 8/22/18

Date to Council for Approval to Apply for Grant: _____

- A. Describe the purpose of the grant and what will be accomplished: The existing perimeter fence along the southern and western boundaries of the airport was constructed over 50 years ago and its condition has deteriorated to where it is now inadequate for the safety and security needs of the airport. This grant will provide funds for construction, construction administration, testing, and an update to the airport's FAA required Disadvantaged Business Enterprise (DBE) Program.

B. Grant Budget

Expense Type	Grant	Match/In Kind Requirement	Budget Authority (Yes or No)
Operational	\$0	\$0	
Outside Services	\$613,468	\$99,368.50	No
Capital Outlay	\$0	\$0	
TOTAL	\$613,468	\$99,368.50	No

- C. Source of Match/In Kind: N/A – there is not a match requirement; NMDOT is providing 5% of the 10% required match on an FAA AIP Grant for this project.
- D. Will a budget revision be required if grant awarded? Yes X No _____
- E. Do the resources exist in your department to accomplish the goals of the grant? Yes _____
- F. Will resources (\$ or people) from another department be required? Yes ___ No X
If yes, describe: _____
- G. Frequency of reporting requirement Monthly ___ Quarterly X Annually X
- H. Frequency of pay requests for reimbursement Monthly X Quarterly ___ Annually ___
- I. What, if anything, is the County's obligation (personnel or \$) beyond the life of the grant? None
- J. Is the County the final recipient of the grant proceeds or will there be a sub-recipient?
The County is the final recipient
- K. Who within the department will have responsibility for this grant?
Programmatic Reporting? Cameron Humphres, Airport
Financial Reporting? David Griego, Finance

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Incorporated County of Los Alamos

Airport: Los Alamos County Airport

Project Number: 3-35-0054-015-2018

Description of Work: Replacement of Perimeter Fence

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2018 .

Name of Sponsor: Incorporated County of Los Alamos

Name of Sponsor's Authorized Official: Mr. Harry Burgess

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

LAM

5a. Federal Entity Identifier:

3-35-0054

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Incorporated County of Los Alamos

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

85-6000679

*** c. Organizational DUNS:**

069423424

d. Address:

*** Street1:**

1040 Airport Road

Street2:

*** City:**

Los Alamos

County/Parish:

Los Alamos

*** State:**

NM: New Mexico

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

87544-3308

e. Organizational Unit:

Department Name:

Public Works

Division Name:

Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Cameron

Middle Name:

*** Last Name:**

Humphres

Suffix:

Title:

Airport Manager

Organizational Affiliation:

*** Telephone Number:**

505-662-8420

Fax Number:

505-662-8418

*** Email:**

cameron.humphres@lacnm.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Transportation/FAA

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Replacement of Perimeter Fence

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="613,468.00"/>
* b. Applicant	<input type="text" value="99,369.00"/>
* c. State	<input type="text" value="54,297.00"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="767,134.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Local zoning

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

True

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

True

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

True

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

True

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			62,600
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			688,334
12. Equipment			
13. Miscellaneous			16,200
14. Subtotal (Lines 1 through 13)			\$ 767,134
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			85,501
18. Subtotal (Lines 16 through 17)			\$ 681,633
19. Federal Share requested of Line 18			613,468
20. Grantee share			99,369
21. Other shares			54,297
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 767,134

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. VINYL-COATING FENCING	\$ 40,430
b. CLOSED RUNWAY MARKER	45,071
c.	
d.	
e.	
f.	
g. Total	\$ 85,501

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 99,369
25. Other Shares	Amount
a. State	54,297
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 153,664

SECTION E – REMARKS (Attach sheets if additional space is required)
Section B - Line 13 DBE Program Update

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Replacement of Perimeter Fence
AIRPORT: Los Alamos County Airport
1. Objective: The objective is to replace the existing perimeter fence.
2. Benefits Anticipated: The existing fence along the southern and western boundaries of the airport is inadequate for the needs of the airport. The primary road into the County runs parallel to the runway and the does not have a proper fence which increases the risk for unauthorized access. Replacement of the fence will increase security at the airport and prevent unauthorized people and/or wildlife from entering the aircraft operations areas.
3. Approach: (See approved Scope of Work in Final Application) The replacement of the fence will be in accordance with the FAA design and construction standards.
4. Geographic Location: Los Alamos County Airport, Incorporated County of Los Alamos, New Mexico
5. If Applicable, Provide Additional Information: Project component includes DBE Program and Goal Update for 2019-2021
6. Sponsor's Representative: (include address & telephone number) Cameron Humphres, Airport Manager Los Alamos County Airport 1040 Airport Road, Los Alamos, NM 87544 (505) 662-8840



County of Los Alamos

Staff Report

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: C.

Index (Council Goals): * 2018 Council Goal – Quality of Life – Mobility – Maintain and Improve Transportation and Mobility

Presenters: Philo Shelton, Public Works Director

Legislative File: RE0381-18

Title

Incorporated County of Los Alamos Resolution No. 18-19 to authorize the application to New Mexico Department of Transportation (NMDOT) for FY20 Section 5311 Public Rural Transportation Program for an estimated total amount of \$3,684,221 to fund the Administrative, Operating and Capital needs of Atomic City Transit; committing to the local match in the amount of \$1,644,841 to fund the Section 5311 Transit Program for Federal FY20.

Recommended Action

I move to approve Incorporated County of Los Alamos Resolution No. 18-19 to authorize the application to New Mexico Department of Transportation (NMDOT) for FY20 Section 5311 Public Rural Transportation program for an estimated total amount of \$3,684,221 to fund the Administrative, Operating and Capital needs of Atomic City Transit; committing to the local match in the amount of \$1,644,841 to fund the Section 5311 Transit Program for Federal FY20.

County Manager's Recommendation

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

Body

A public notice with the intent to apply for federal funding was published in the Los Alamos Daily Post on August 16, 2018.

The FY20 grant application is itemized as follows:

- ☐ Administrative request \$195,565
- ☐ Operating request \$3,026,656
- ☐ Capital request \$462,000

A summary comparison of FY19 and FY20 budget requests are included as Attachment C. Incorporated County of Los Alamos Resolution No.18-19 (included as Attachment B) Committing the Local Match in the amount of \$1,644,841, to fund the Section 5311 transit program for Federal FY20.

A Grant Analysis and Financial Matrix Form is included as Attachment A .

Fiscal and Staff Impact/Planned Item

The County has been utilizing Federal Transit Administration funds to provide administrative, operating and capital assistance for Atomic City Transit since 2007. The funds are programmed by the NMDOT Transit and Rail Division based upon the submittal of an annual grant application.

A portion of the administration, operating and capital is provided by North Central Regional Transit District (NCRTD) as local share in this grant request.

.Attachments

- A - Grant Analysis and Financial Matrix Form
- B - Incorporated County of Los Alamos Resolution No. 18-19
- C - Summary Comparison Budget Request FY19 - FY20
- D - Letter of Intent to Apply for Funding
- E - Letter of Support
- F - Publication Notice Resolution No. 18-19

County of Los Alamos
GRANT ANALYSIS AND FINANCIAL MATRIX FORM

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

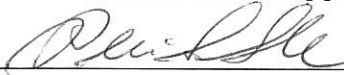
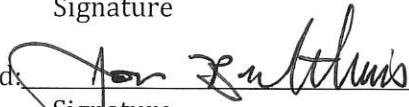

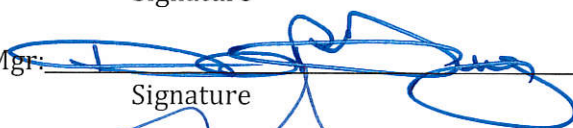
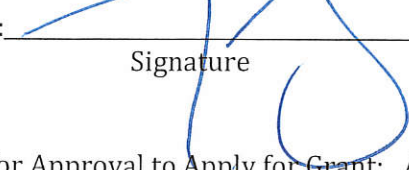
GRANT APPLICANT:

Matrix Form Submission Status: X Initial Revised
Name of Department: Public Works/Transit
Name of Department Head: Philo Shelton, Public Works Director
Contact Information: Email philo.shelton@lacnm.us Phone # (505)662-8106
Person Completing This Form: Annette Granillo, Transit Manager
Contact Information: Email annette.granillo@lacnm.us Phone # (505) 663-1770

GRANT INFORMATION:

Grant Agency/Source FTA/NMDOT Transit & Rail Division
Name of Grant Program Section 5311 Public Rural Transportation
Application Submission Deadline: 08/31/2018 for Federal Fiscal Year 2020
Federal Grantor/Program Title: Federal Transit Administration Section 5311
Federal CFDA Number: DUNS Number 069423424
Check Only One: Federal Direct OR Federal Indirect X
State Grantor/Program Title: NMDOT Transit & Rail Division
Private Organization: n/a
Grant **Application**: \$ 2,039,380 **Match**: \$ 1,644,841 **Total**: \$ 3,684,221
Estimated Date for Notice of Award (if awarded): 05/31/2019
Does Grant include loan component? Yes No X
Loan Terms (interest rate, years to repay) n/a

Review and Approvals

Department Head: <u></u>	<u>8-6-18</u>
Signature	Date
Other Department Head: <u></u>	<u>08/06/18</u>
Signature	Date
Budget Manager: <u></u>	<u>8/7/18</u>
Signature	Date
Finance Grants Mgr: <u></u>	<u>08/07/18</u>
Signature	Date
County Manager: <u></u>	<u>8/8/18</u>
Signature	Date
Date to Council for Approval to Apply for Grant: <u>August 28, 2018</u>	

- A. Describe the purpose of the grant and what will be accomplished: The County has been utilizing FTA Federal transit funds to provide administrative, operating and capital assistance for Atomic City Public Transportation since 2007. The funds are programmed by NMDOT Transit and Rail division based upon the submittal of an annual grant application.

B. Grant Budget

Expense Type	Grant	Match/In Kind Requirement	Budget Authority (Yes or No)
Administrative (80/20)	\$156,452	\$ 39,113	Yes
Operational (50/50)	\$1,513,328	\$ 1,513,328	Yes
Outside Services	\$ n/a	\$ n/a	n/a
Capital Outlay (80/20)	\$ 369,600	\$ 92,400	Yes
TOTAL	\$2,039,380	\$1,644,841	Yes

- C. Source of Match/In Kind: Los Alamos General Fund, NCRTD Gross Receipts Tax and Interest Income.

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

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

F. Will resources (\$ or people) from another department be required? Yes ___ No X
If yes, describe: n/a

G. Frequency of reporting requirement Monthly X Quarterly _____ Annually _____

H. Frequency of pay requests for reimbursement Monthly X Quarterly _____ Annually _____

I. What, if anything, is the County's obligation (personnel or \$) beyond the life of the grant?
The application award is a fixed amount and any cost increases must be funded by the County from local matching funds. The County does not expect any cost increases to be funded with Section 5311 funds beyond the award identified in the Memorandum of Agreement.

J. Is the County the final recipient of the grant proceeds or will there be a sub-recipient?
The County is the final recipient of the grant proceeds

K. Who within the department will have responsibility for this grant?
Programmatic Reporting? Kyle Hatch, Transit Management Analyst
Financial Reporting? Kyle Hatch, Transit Management Analyst

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 18-19

**A RESOLUTION OF THE INCORPORATED COUNTY OF LOS ALAMOS COUNCIL
AUTHORIZING APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION
SECTION 5311 RURAL TRANSPORTATION PROJECT FUNDING FOR FFY20**

WHEREAS, The U.S. Department of Transportation is authorized to disburse grants to States through the Federal Transit Administration (FTA), Federal Transit Section 5311 grant program to fund rural transportation projects (Section 5311 funding) as found in 49 U.S.C. § 5311; and

WHEREAS, the New Mexico Department of Transportation Transit and Rail Division (NMDOT) is the oversight and planning body for the region for Section 5311 grants; and

WHEREAS, eligible local governments wishing to receive Section 5311 funding must submit an application first with NMDOT and through the Northern Pueblos Regional Planning Organization (NPRPO) for review and possible inclusion on the State and regional Section 5311 funding listing; and

WHEREAS, the NMDOT has allocated FTA Section 5311 funds toward the administrative, operating and capital assistance for the Incorporated County of Los Alamos ("County"); and

WHEREAS, County is an eligible project sponsor for FTA Section 5311 funding and is authorized to submit an application to receive FTA Section 5311 funding; and

WHEREAS, County wishes to submit a grant application to NMDOT and NPRPO for eligible Section 5311 rural transit related projects.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS, that the County Council, by adopting this resolution, does hereby authorize the County's Transit Division to submit an FTA Section 5311 grant application on behalf of the County.

BE IT FURTHER RESOLVED that the County Manager is authorized to execute any necessary documents with NMDOT or FTA, or related agency, for receipt of such funding and is authorized to commit to the required local match of One Million Six Hundred Forty-Four Thousand Eight Hundred Forty One Dollars (\$1,644,841.00) for the 2020 Federal Fiscal Year.

PASSED AND 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**

Summary Comparison 5311 Grant Funds FY 19 to FY 20

5311 Grant Funds	Federal FY19	Local FY19	Total FY19	Federal Proposed FY20	Local Proposed FY20	Total Proposed FY20
Administrative (80/20)	\$156,452	\$39,113	\$195,565	\$156,452	\$39,113	\$195,565
Operational (50/50)	\$1,513,328	\$1,513,328	\$3,026,656	\$1,513,328	\$1,513,328	\$3,026,656
Capital Outlay (80/20)	\$592,000	\$ 148,000	\$740,000	\$369,600	\$92,400	\$462,000
TOTAL	\$2,261,780	\$1,700,441	\$3,962,221	\$2,039,380	\$1,644,841	\$3,684,221

July 3, 2018

New Mexico Department of Transportation
Transit and Rail Division
Deborah Bach – FY20 Intent to Apply
P.O. Box 1149
Santa Fe, NM 87504-1149

COUNTY COUNCIL

David Izraelevitz
Council Chair

Chris Chandler
Council Vice-Chair

COUNCILORS

Antonio Maggiore
Susan O'Leary
Rick Reiss
Pete Sheehy

COUNTY MANAGER

Harry Burgess

Re: Letter of Intent to Apply

Dear Ms. Bach,

Los Alamos County – Atomic City Transit intends to apply for Section 5311
(Rural/Non-Urbanized Public Transportation) Program funds for FY 2020.

The contact person for grant opportunities is:

Annette Granillo, Transit Manager
Los Alamos County – Atomic City Transit
101 Camino Entrada, Building 1, Room 200
Los Alamos, NM 87544
(505) 663-1770
annette.granillo@lacnm.us

Thank you for your consideration.

Sincerely,



Harry Burgess
County Manager

August 28, 2018

Mr. David Harris, Transit and Rail Division Director
NMDOT, Transit and Rail Division
P.O. Box 1149
Santa Fe, NM 87504-1149

Re: Municipal Letter of Support – Grant Application Section 5311

Dear Mr. Harris,

COUNTY COUNCIL

David Izraelevitz
Council Chair

Chris Chandler
Council Vice-Chair

COUNCILORS

Antonio Maggiore
Susan O'Leary
Morris Pongratz
Rick Reiss
Pete Sheehey

COUNTY MANAGER

Harry Burgess

Since the County assumed ownership of the local transit system in October 2007, we have been operating a successful system with tremendous growth in ridership and efficiency. The County recognizes the value contribution of the Atomic City Transit to the community and will continue to support this service in the future, as long as funding is available.

For Federal Fiscal Year 2020, the county is committed to matching the federal transit funds received the New Mexico Department of Transportation as follows:

	Federal Share	Local Share	Total
Administration	\$ 156,452	\$ 39,113	\$ 195,565
Operating	\$1,513,328	\$1,513,328	\$3,026,656
Capital	\$ 369,600	\$ 92,400	\$ 462,000
Total	\$2,039,380	\$1,644,841	\$3,684,221

Thank you for your continued support and assistance, which is a contributing factor to the overall success of Atomic City Transit.

Sincerely,

Harry Burgess
County Manager

Enclosure: FFY 2020 FTA Section 5311 Rural Transit Grant Application

cc: Philo Shelton, Public Works Director
Jon Bulthuis, Deputy Public Works Director

NOTICE OF RESOLUTION NO. 18-19

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 Resolution No. 18-19. This will be considered by the County Council at an open meeting on Tuesday, August 28, 2018 at 6:00 p.m., 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 RESOLUTION NO. 18-19

A RESOLUTION OF THE INCORPORATED COUNTY OF LOS ALAMOS COUNCIL AUTHORIZING APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5311 RURAL TRANSPORTATION PROJECT FUNDING FOR FFY20

Council of the Incorporated County of Los Alamos

By: /s/ David Izraelevitz, Council Chair

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

Publication Date: Thursday, August 16, 2018



County of Los Alamos

Staff Report

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: D.

Index (Council Goals):

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

Legislative File: 10972-18

Title

Consideration of the FY2020 - FY2024 State Infrastructure and Capital Improvement Plan (ICIP) Submission

Recommended Action

I move that Council approve the submission to the State of the ICIP as attached.

County Manager's Recommendation

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

Body

The County is required to prepare and submit an Infrastructure and Capital Improvement Plan (ICIP) to the State by September 4, 2018. Generally, a project must appear on this list if the County expects to have any State funding considered for that project. Listing a project in the ICIP does not guarantee funding from the State, nor does this document constitute an application for funding. With limits in State revenues, very little consideration will be given to projects beyond the top five listed. Most legislative grants are expected to be in small amounts.

Several things must be noted about the rankings in the state's ICIP. First, the State's ICIP is a five-year plan. The top five projects for next year were chosen based on Council goals, discussions with County staff, necessity of the project, importance of the project based on previous discussions with Council and the Public, and potential for funding from the state. The ICIP includes all Utility Capital Projects and all General County Capital Projects. Studies are not listed. Excluding the top five projects, all other projects are in no particular ranking.

Alternatives

Council could choose not to approve the submission, which could limit the County's ability to receive State funding. Council could also choose a different top five projects or change the order of the ranking.

Fiscal and Staff Impact/Planned Item

The submission of the ICIP to the State enables the County to request project funding from the State and may reduce the amount of local funds required for the projects.

Attachments

A - LAC ICIP FY2020 - FY2024 Ranking List

Infrastructure Capital Improvement Planning (ICIP) Ranking Listing FY2020-FY2024

New Rank	PROJECT TITLE	ICIP CATEGORY	Funded To Date	2020	2021	2022	2023	2024	Total Project Cost
2020-01	White Rock Treatment Plant Replacement	Water - Wastewater	125,000	13,520,000					13,520,000
2020-02	Tourism Wayfinding Signage	Transportation - Other		500,000					500,000
2020-03	Jemez Mtns Regional Fire Prot Phase 2	Water - Other	1,305,600	4,000,000					4,000,000
2020-04	Urban Multiuse Trail	Transportation - Bike/Pedestrian/Equestrian	70,000	700,000	500,000	500,000			1,700,000
2020-05	Bayo Lift Station Replacement Project	Water - Wastewater		515,000					515,000
2020-06	Los Alamos Visitors Center	Facilities - Other		500,000	2,000,000				2,500,000
2020-07	Manhattan Project Interpretive Features	Other - Other	200,000	100,000	100,000				200,000
2020-08	Bike Flow Trail - Trails	Other - Other	500,000	500,000					500,000
2020-09	North Mesa Affordable Housing Project (LAC/Schools)	Other - Other	750,000	2,400,000					2,400,000
2020-10	Golf Course Improvements	Facilities - Other	4,524,000	4,524,000					4,524,000
2020-11	Ice Rink, bathrooms, locker rooms	Facilities - Other	1,200,000	1,200,000					1,200,000
2020-12	Kiddie Pool	Facilities - Other	650,000	5,850,000					5,850,000
2020-13	Splash Pads Water Feature	Facilities - Other	720,000	720,000					720,000
2020-14	DP Rd Utilities and Road Construction	Transportation - Highways/Roads/Bridges	2,000,000	5,000,000	-				5,000,000
2020-15	Deacon Street Reconstruction and Streetscape	Transportation - Highways/Roads/Bridges		2,000,000					2,000,000
2020-16	Ice Rink Shade Cover	Facilities - Other		4,000,000					4,000,000
2020-17	NM4-E. Jemez Intersection improvement (SF County)	Transportation - Highways/Roads/Bridges		5,000,000					5,000,000
2020-18	Fiber Middle Mile	Other - Other	2,275,000	4,000,000					4,000,000
2020-19	Trinity Drive Safety Improvements	Transportation - Highways/Roads/Bridges		3,175,000					3,175,000
2020-20	Overlook Park Ballfield Safety Netting	Facilities - Other		50,000					50,000
2020-21	20th to 15th Street Road Extension	Transportation - Highways/Roads/Bridges		100,000	1,200,000				1,300,000
2020-22	Recreation trail restoration (path and footing improvements)	Other - Other		500,000					500,000
2020-23	Event Center	Facilities - Other		1,800,000					1,800,000
2020-24	NM 4 Resurfacing - Pajarito to Bandelier (State - NMDOT)	Transportation - Highways/Roads/Bridges		16,000,000					16,000,000
2020-25	Aquatic Center Major Facilities Maintenance	Facilities - Other		1,150,000					1,150,000
2020-26	Fuller Lodge Major Facilities Maintenance	Facilities - Other		100,000	100,000	100,000			300,000
2020-27	Metropolitan Redevelopment Area Plan	Other - Other		50,000					50,000
2020-28	Traffic Speed Radar Sign in School Zones	Transportation - Highways/Roads/Bridges		80,000					80,000
2020-29	Airport Shade Hangar	Transportation - Airports		360,000					360,000
2020-30	Canyon Rim Multiuse Trail Phase 3	Transportation - Bike/Pedestrian/Equestrian	585,000	615,000					615,000
2020-31	Update Energy & Water Conservation Plan	Other - Utilities (publicly owned)		105,000					105,000
2020-32	Multi-use Trails-Bikeway-Pedestrian Facilities	Transportation - Bike/Pedestrian/Equestrian	-	100,000	100,000	100,000	100,000	100,000	500,000
2020-33	Wastewater Collection Exposed Line Replacement	Water - Wastewater	1,192,264	400,000	400,000	400,000	400,000		1,600,000
2020-34	Public Safety Radio System	Equipment - Public Safety Equipment	74,000	2,000,000					2,000,000
2020-35	Public Parking - Econ Dev	Transportation - Other		500,000					500,000
2020-36	Canyon Rim Multiuse Trail Underpass	Transportation - Bike/Pedestrian/Equestrian	320,000	2,020,000					2,020,000
2020-37	Betty Ehart Senior Center Facilities Improvements	Facilities - Senior Facilities		50,000	415,000	2,500,000			2,965,000
2020-38	Betty Ehart Senior Center Meal Truck	Vehicles - Senior Facility Vehicle		55,000					55,000
2020-39	ADA Transition Plan	Transportation - Other	65,000	50,000	50,000	50,000	50,000		200,000
2020-40	Airport-Security Fence	Transportation - Airports	170,000	750,000					750,000
2020-41	Construct Airport Maintenance Storage Building	Transportation - Airports	80,000	480,000					480,000
2020-42	Major Network Replacement	Other - Other		307,000	316,000	325,000	325,000		1,273,000
2020-43	Transit Fleet Expansion to support Bandelier Shuttle Service	Transportation - Transit		650,000					650,000
2020-44	URD Replacement (cables, jboxes, pedestal	Other - Utilities (publicly owned)		600,000	600,000	800,000	800,000	800,000	3,600,000
2020-45	Overhead Distribution & Pole Replacement	Other - Utilities (publicly owned)		400,000	400,000	400,000	400,000	400,000	2,000,000
2020-46	Non Potable Water System Expansion	Water - Other	2,650,000	500,000	500,000	500,000	500,000	500,000	2,500,000
2020-47	Compressed Natural Gas System	Transportation - Transit		2,000,000					2,000,000
2020-48	Storm Water Management	Water - Storm/Surface Water Control		500,000	500,000	500,000	500,000		2,000,000
2020-49	Major Facilities Improvements MFM	Facilities - Other		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
2020-50	Airport Access, Parking Lots, Hangars (West)	Transportation - Airports		1,872,000	2,400,000	757,000			5,029,000
2020-51	Convert BMX park to pump track/biking amenity	Other - Other		50,000					50,000
2020-52	Betty Ehart Senior Center Transportation Van	Vehicles - Senior Facility Vehicle		50,000					50,000
2020-53	Airport Fuel Farm	Transportation - Airports		75,000	1,200,000				1,275,000
2020-54	Mainstreet Street Lights	Transportation - Lighting		100,000					100,000
2020-55	Bike Share Program	Transportation - Bike/Pedestrian/Equestrian		100,000					100,000

Infrastructure Capital Improvement Planning (ICIP) Ranking Listing FY2020-FY2024

New Rank	PROJECT TITLE	ICIP CATEGORY	Funded To Date	2020	2021	2022	2023	2024	Total Project Cost
2020-56	Trail Waypoint & Kiosk Signage on Trails	Other - Other		300,000					300,000
2020-57	Wildlife Resistant Containers/Yard Trimmings (solid waste)	Other - Solid Waste		100,000	100,000				200,000
2020-58	Convert tennis courts to other recreational uses	Facilities - Other		200,000					200,000
2020-59	Replace Automated Weather Observing System	Transportation - Airports		250,000					250,000
2020-60	White Rock Visitors Center Restrooms/Vending Area/Displays	Facilities - Other		350,000					350,000
2020-61	Brewer Horse Arena new lights/poles and electrical	Facilities - Other		350,000					350,000
2020-62	Overlook Park ballfield lights for three fields	Facilities - Other		900,000					900,000
2020-63	NM502 Main Hill Rock Fall Remediation (SF County)	Transportation - Highways/Roads/Bridges		1,065,000	8,750,000				9,815,000
2020-64	A-13 Road & Utilities Improvements	Transportation - Highways/Roads/Bridges		1,200,000					1,200,000
2020-65	NM502 Pavement Rehabilitation - Tewa Loop to Camino Entrada	Transportation - Highways/Roads/Bridges		2,500,000					2,500,000
2020-66	Community Broadband Network	Other - Utilities (publicly owned)	1,123,502	60,000,000					60,000,000
2020-67	Barranca Mesa Road Improvements	Transportation - Highways/Roads/Bridges		1,950,000			2,000,000	2,000,000	5,950,000
2020-68	Elec Prod SCADA Upgrade	Other - Utilities (publicly owned)		100,000					100,000
2020-69	Traffic Signal Camera & Communication System Replacement	Transportation - Highways/Roads/Bridges		150,000					150,000
2020-70	Non Potable Minor Diamond Dr Connections	Water - Other		250,000					250,000
2020-71	Non Potable Design Project	Water - Other		530,000					530,000
2021-01	Cultural Facilities Major Facilities Maintenance	Facilities - Other			740,000				740,000
2021-02	WVP-NP New Group 12 tank	Water - Other	825,000		750,000				750,000
2021-03	Sherwood Blvd Road Reconstruction	Transportation - Highways/Roads/Bridges			2,500,000				2,500,000
2021-04	Softball and Multi-Use Fields	Facilities - Other			500,000	500,000			1,000,000
2021-05	Entrada Drive Extension	Transportation - Highways/Roads/Bridges			1,000,000				1,000,000
2021-06	White Rock GWS & ED Facility	Facilities - Other			200,000				200,000
2021-07	North Mesa Road Improvements	Transportation - Highways/Roads/Bridges	1,950,000		2,000,000	2,000,000			4,000,000
2022-01	Mesa Public Library	Facilities - Libraries	3,000,000			370,000			370,000
2022-02	Compost Facility Expansion	Other - Solid Waste				900,000			900,000
2022-03	Gas White Rock Steel Valve Project	Other - Utilities (publicly owned)				281,000	290,000	299,000	870,000
2022-04	Replace Airport Terminal Building	Transportation - Airports				5,000,000			5,000,000
2022-05	Community Building Major Facilities Maintenance	Facilities - Other				200,000			200,000
2022-06	N Mesa Water Distribution Upgrades	Water - Water Supply				400,000			400,000
2022-07	Water Distribution Barranca Tank 2 Repaint	Water - Water Supply				675,000			675,000
2022-08	Laguna Sewer Canyon Drop Replacement	Water - Wastewater				844,000			844,000
2022-09	Canyon Road Reconstruction	Transportation - Highways/Roads/Bridges				2,500,000			2,500,000
2022-10	White Rock Town Center & Longview Drive Improvements	Transportation - Highways/Roads/Bridges				2,500,000			2,500,000
2023-01	Aspen School Area Road Improvements	Transportation - Highways/Roads/Bridges					2,500,000		2,500,000
2023-02	Canada del Buey Multiuse Trail Extension	Transportation - Bike/Pedestrian/Equestrian					1,000,000		1,000,000
2023-03	Aspen School Sewer line Replacement/Rehab	Water - Wastewater					174,000	179,000	353,000
2023-04	WD-Aspen School Area WL Repl	Water - Water Supply					870,000	896,000	1,766,000
2023-05	NP Guaje Pines, N Mesa, Diamond Connection WP	Water - Other					825,000		825,000
2023-06	LA WWTP Upgrades & Rehabilitation	Water - Wastewater					4,180,000		4,180,000
2023-07	Loma Vista Sewer Lift Station Rehab	Water - Wastewater					174,000		174,000
2023-08	Civil Defense Building on Arkansas MFM	Facilities - Other					1,370,367		1,370,367
2024-01	Townsite 14" Pipeline Renewal WP	Water - Water Supply						1,194,000	1,194,000
2024-02	Central Ave Road Project (4th to 9th)	Transportation - Highways/Roads/Bridges						2,500,000	2,500,000
2024-03	Paseo Penasco Sewer Lift Station Rehab	Water - Wastewater						179,000	179,000
2024-04	Arkansas Area Backyard Sewer Mains & Services R&R	Water - Wastewater						179,000	179,000
2024-05	Social Services Colocation Facilities	Facilities - Other						1,000,000	1,000,000



County of Los Alamos

Staff Report

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: E.

Index (Council Goals): * 2018 Council Goal – Quality of Life – Mobility – Maintain and Improve Transportation and Mobility

Presenters: Philo Shelton, Public Works Director

Legislative File: 11078-18

Title

Approval to Increase the Expenditure with Cooperative Education Services for IPR, Limited for Pavement Preservation Activities in the Amount of \$63,918.21 for a Total Amount of \$794,962.08, Provide for a Ten Percent Contingency in the Amount of \$79,496.20 and Establish a Project Budget in the Amount of \$874,458.28.

..Suggested Motion

I move that Council Approve of the Expenditure with Cooperative Education Services for IPR, Limited for Pavement Preservation Activities in the Amount of \$63,918.21 for a Total Amount of \$794,962.08, Provide for a Ten Percent Contingency in the Amount of \$79,496.20 and Establish a Project Budget in the Amount of \$874,458.28.

..Recommendation

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

..Boards & Commissions

The Transportation Board recommends that Council approve the motion as presented.

Body

At the June 26, 2018 Council Meeting, Council approved an expenditure to Cooperative Educational Services for IPR, Limited in the amount of \$731,043.87 for pavement preservation activities in White Rock, La Senda and Pajarito Acres.

Due to an increase of more than 9% in the petroleum-based materials used in the project, Council approval is required for the additional expenditure of \$63,918.21 associated with the project. In addition, a project budget is being established that includes the contemplated vendor costs in addition to a 10% contingency fund.

Fiscal and Staff Impact/Planned Item

Staff is requesting approval of this agreement in the amount of \$794,962.08 inclusive of applicable NM GRT as well as the establishment of a project budget in the amount of \$874,458.28. The funds for this project budget will be provided via roll-over dollars from the FY 2018 Pavement Preservation budget (\$430,000.00) with the balance (\$444,458.28) coming from the FY 2019 Pavement Preservation budget. The Traffic and Streets Division Manager and one to two staff members will spend a significant amount of time in the field supervising and inspecting the micro-seal surfacing operations.

Approved by Council on June 26, 2018: \$731,043.87

Increase in materials needed for project:	\$ 63,918.21
10% Contingency:	\$ 79,496.20
Revised Budget	\$874,458.28

Attachments

A - June 26, 2018 Agenda Item

B - Revised Quotes for IPR, Limited



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Council Meeting Staff Report

June 26, 2018

Agenda No.:	G.
Indexes (Council Goals):	* 2018 Council Goal – Quality of Life – Mobility – Maintain and Improve Transportation and Mobility
Presenters:	Philo Shelton; Daniel Erickson
Legislative File:	10781-18

Title

Approval of Expenditure with Cooperative Education Services for IPR, Limited for Pavement Preservation Activities in the Amount of \$731,043.87 and Associated Budget Revision 2019-01.

Recommended Action

I move that Council approve the expenditure with Cooperative Educational Services for IPR, Limited for pavement preservation activities in the Amount of \$731,043.87. I further move that Council approve Budget Revision 2019-01 as summarized on Attachment D and that the attachment be made a part of the minutes of this meeting.

County Manager's Recommendation

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

Board, Commission or Committee Recommendation

The Transportation Board recommends that Council approve the motion as presented.

Body

On March 20, 2007 Council endorsed the Pavement Preservation Policy to maintain a proactive maintenance schedule in which the roads that are in better condition are maintained aggressively, and the worst roads would then be prioritized for repair/reconstruction.

The FY18/19 Pavement Preservation Program includes micro-seal surfacing of roads in White Rock or Los Alamos. As one of the most versatile tools in the road maintenance arsenal, micro-seal surfacing is a polymer-modified cold-mix paving system that can remedy a broad range of problems on today's streets. Like slurry seal, micro-seal surfacing begins as a mixture of dense-graded aggregate, asphalt emulsion, water, and mineral fillers. While conventional slurry seal is an economical treatment for sealing and extending the service life of roads, micro-seal surfacing has added capabilities, thanks to the use of high-quality materials, advanced polymers and other modern additives. Micro-seal surfacing is now recognized not only as the most cost-effective way to treat surface wheel-rutting problems, but also a variety of other road surface problems.

IPR, Limited secured a contract (Contract #16-032AB-C101-ALL) with Cooperative Educational Services (a government entity) via a competitive bidding process for roadway work including the application of micro-seal surfacing. In accordance with Section 31-3, b), (4), d. of the Los Alamos County Procurement code, an exemption regarding the competitive solicitation and bidding of construction work exceeding \$30,000 may be granted with a person or entity that has an existing contract that was subject to competitive solicitation with another government agency. Further, Section 31-113 of the Los Alamos County Procurement Code authorizes cooperative procurement (using contracts competitively solicited by other government agencies). There are only two known contractors who provide and are licensed to perform this type of work in the state of New Mexico; both agencies were solicited by Los Alamos County staff and IPR, Limited was the only responsive contractor.

Attachment A

Upon Council approval, a purchase order will be issued to IPR, Limited to provide micro-seal surfacing, mobilization, and traffic control services. In addition, neighborhood residents will be advised of the upcoming work and an overview of the anticipated process, which is expected to start late July 2018. It is anticipated that all work will be completed by the end of August 2018.

Flyers/door-hangers will be distributed 48 hours before construction starts with parking, access, and contact information provided.

Fiscal and Staff Impact/Planned Item

Staff is requesting approval of this agreement in the amount of \$731,043.87, plus applicable NM GRT. The funds for this agreement will be provided via roll-over dollars from the FY 2018 Pavement Preservation budget (\$430,000.00) with the balance (\$301,043.87) coming from the FY 2019 Pavement Preservation budget. The Traffic and Streets Division Manager and one to two staff members will spend a significant amount of time in the field supervising and inspecting the micro-seal surfacing operations.

Attachments

A - IPR, Limited Quote

B - Contract Award Letter to IPR, Limited from Cooperative Educational Services and Associated Unit Pricing

C - Map of proposed streets to be treated

D - Budget Revision 2019-01



IPR, Ltd.
3740 Hawkins NE, #B
Albuquerque, NM 87109
505-292-3331
LICENSE NO. 32390
PROPOSAL - CONTRACT



TO: Daniel Erickson
City of Los Alamos
101 Camino Entrada
Los Alamos NM 87544

DATE: 08/08/2018
ATTN: Daniel Erickson
PHONE:
JOB LOCATION:
EST NO. 766506

Using CES Price Agreement

Resurface approximately 49,201 Square Yards of existing asphalt for Meadow Lane and Rover Blvd. area with a single lift of Polymer Modified Micro Resurfacer. Approximate thickness is 3/8" to 1/2".

Micro. 49,201 at \$3.27 per yard = \$ 160,887.27
Mobilization, 90 miles X 8 units X \$10.00 per unit = \$7,200.00.
Notifications, \$.04 per = NC
Arrow Board, 2 units at \$50.00 a day X 5 days = \$500.00.
Urban TC \$250.00 a day X 5 days = \$1,250.00.

Tax, \$12,419.35

\$182,256.62

One Hundred Eighty Two Thousand, Two Hundred Fifty Six Dollars and Sixty Two

TAX INCLUDED

Payment shall be due upon completion of work.

If a Subcontract is written based upon this Proposal, this Proposal shall be attached to and made part of the Subcontract.

BUYER'S ACCEPTANCE

Date of Acceptance: _____

Signature: _____

CONTRACTOR'S ACCEPTANCE

Proposal Date: 08/08/2018

IPR, Ltd.

By: _____

Mike Daniels
Mike Daniels

This proposal may be withdrawn if not accepted after the following 30 days:

SIGN AND RETURN THIS COPY IF CHECKED: []



IPR, Ltd.
3740 Hawkins NE, #B
Albuquerque, NM 87109
505-292-3331
LICENSE NO. 32390
PROPOSAL - CONTRACT



TO: Daniel Erickson
City of Los Alamos
101 Camino Entrada

Los Alamos NM 87544

DATE: 08/08/2018
ATTN: Daniel Erickson

PHONE:

JOB LOCATION:

EST NO. 766506

Using CES Price Agreement

Resurface approximately 154,678 Square Yards of existing asphalt for Pajarito Acres/L Senda area with a single lift of Polymer Modified Micro Resurfacer. Approximate thickness is 3/8" to 1/2".

Micro, 154,678 at \$3.27 per yard = \$505,797.06.

Mobilization, 90 miles X 8 units X \$10.00 per unit = NC

Notifications, \$.04 per = NC

Arrow Board, 2 units at \$50.00 a day X 12 days = \$1,200.00.

Urban TC \$250.00 a day X 12 days = \$3,000.00.

Shoulders, \$60,957.36

Tax, \$41,751.04

\$612,705.46

Six Hundred Twelve Thousand, Seven Hundred Five Dollars and Forty Six cents

TAX INCLUDED

Payment shall be due upon completion of work.

If a Subcontract is written based upon this Proposal, this Proposal shall be attached to and made part of the Subcontract.

BUYER'S ACCEPTANCE

Date of Acceptance: _____

Signature: _____

CONTRACTOR'S ACCEPTANCE

Proposal Date: 08/08/2018

IPR, Ltd.

By:

Mike Daniels
Mike Daniels

This proposal may be withdrawn if not accepted after the following 30 days:

SIGN AND RETURN THIS COPY IF CHECKED: []



County of Los Alamos

Staff Report

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: F.

Index (Council Goals):

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

Legislative File: 11112-18

Title

Consideration of Budget Revision 2019-07 for Utilities Carryovers, Various Grants, and Fire Deployment Reimbursements

Recommended Action

I move that Council approve Budget Revision 2019-07 as summarized on attachment A and that the attachment be made a part of the minutes of this meeting.

County Manager's Recommendation

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

Board, Commission or Committee Recommendation

The Board of Public Utilities approved the Joint Utilities Fund carryovers included in Attachment A at the August 15, 2018 board meeting.

Body

A summary of the budget revision and specific details relating to the carryovers are in Attachment A.

Alternatives

Council could choose not to approve some or all of the attached carryovers. The impact would be that the related projects or programs may not occur or existing operations may be negatively impacted in FY2019.

Fiscal and Staff Impact/Planned Item

Fiscal and staff impact is described in the attachment.

Attachments

A - Budget Revision 2019-07

Budget Revision 2019-07

Council Meeting Date: August 28, 2018

	Fund/Dept	Munis Org	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
Description: The purpose of this budget revision is to carry over Utilities budget authority to FY2019.						
Fiscal Impact: The net fiscal impact to the Joint Utilities Fund in FY2019 is to increase expenditures and decrease Fund Balance by \$2,162,700.						

Approved by the Board of Public Utilities August 15, 2018

1	Joint Utilities Fund - Water Prod Otowi 2 Pipeline	54285699- 8369		\$ 1,130,000		\$ (1,130,000)
2	Joint Utilities Fund - Elec Prod Abiquiu Jib Crane	51185199- 8369		\$ 140,000		\$ (140,000)
3	Joint Utilities Fund - Elec Dist LA Switchgear Substation	51285299- 8369		\$ 334,000		\$ (334,000)
4	Joint Utilities Fund - Finance Customer Care Center Remodel	51285930- 8369		\$ 277,000		\$ (277,000)
5	Joint Utilities Fund - Finance Management Audit	51285930- 8369		\$ 50,000		\$ (50,000)
6	Joint Utilities Fund - Finance Customer Care Center Remodel	54185420- 8369		\$ 40,000		\$ (40,000)
7	Joint Utilities Fund - Wastewater SCADA Upgrade & Maint	55185525- 8833		\$ 80,000		\$ (80,000)
8	Joint Utilities Fund - Water Prod LA Reservoir	54285645- 8369		\$ 16,700		\$ (16,700)
9	Joint Utilities Fund - Water Prod Non Potable SCADA Upgrade	54285645- 8369		\$ 20,000		\$ (20,000)
10	Joint Utilities Fund - Water Prod Non Potable SCADA Upgrade	54285645- 8369		\$ 75,000		\$ (75,000)
11	General Fund - Police VAWA Grant	01165904- 8489	\$ 900	\$ 900		\$ -

Description: The purpose of this budget revision is to add budget authority for the Crime Victims Reparation VOCA and VOWA grants for FY2019. The labor and benefits portion of this grant was included in the FY2019 adopted budget.

Fiscal Impact: The net fiscal impact to the General Fund is to increase expenditures and revenue by \$1,698.

12	General Fund - Police VOCA Grant	01165904- 8489	\$ 798	\$ 798		\$ -
----	-------------------------------------	-------------------	--------	--------	--	------

Budget Revision 2019-07

Council Meeting Date: August 28, 2018

	Fund/Dept	Munis Org	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
Description: The purpose of this budget revision is to add budget authority for the estimated amount of fire deployment expense and reimbursement for FY2019. The County submits reimbursement requests to State Forestry Division or Department of Homeland Security for labor, benefits, travel expenses and equipment (apparatus) charges for wildland fire assistance provided to other communities. Fiscal Impact: The net fiscal impact to the Fire Fund (non-cooperative agreement) is to increase expenditures and revenue by \$200,000.						
13	Fire Fund - Deployment Reimbursement	66260727	\$ 200,000	\$ 200,000		\$ -
Description: The purpose of this budget revision is to increase the expenditure budget for the Environmental Services Fund by \$46,704 for the two Recycling and Illegal Dumping (RAID) Grants awarded to Los Alamos County by NMED. This revision is based on receipt of an actual grant agreement for FY2019. Fiscal Impact: The net fiscal impact of this revision to the Environmental Services Fund is an increase to expenditures of \$46,704 and an increase in grant revenue of \$46,704.						
14	Environmental Services - RAID Grant FY2019	61173010 8369	\$ 46,704	\$ 46,704		



County of Los Alamos

Staff Report

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: G.

Index (Council Goals):

Presenters: Helen Perraglio, Chief Financial Officer

Legislative File: 11117-18

Title

Approval of Authorized Signers for addition of the County NMEDD LEDA Bank Account

Recommended Action

I move that Council approve the individuals authorized to sign on all County of Los Alamos bank and investment accounts as presented in the attachment, to be effective on August 29, 2018

County Manager's Recommendation

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

Body

Article IV of the County Charter requires formal Council action to approve all individuals authorized to sign on County bank and investment accounts. The list of accounts and authorized signers is updated periodically to keep it current and in compliance with the County Charter. The following changes are proposed to update the listing that was approved in December 2017.

Add a new bank account at LANB for Los Alamos County NMEDD LEDA activity. This account will be used to segregate LEDA funding from New Mexico Economic Development Department (NMEDD) received by Los Alamos County as fiscal agent for distribution per Local Economic Development Participation Agreements. As required by the LEDA Ordinance and statute, "the County will deposit the State Contribution into a clearly identified separate account, which shall be subject to an annual independent audit."

Alternatives

If this is not approved, the County would not be in compliance with the Local Economic Development Participation Agreement

Fiscal and Staff Impact/Planned Item

There is no fiscal impact related to this action.

Attachments

- A - Authorized Signers on Bank and Investment Accounts
- B - Local Economic Development Participation Agreement

Incorporated County of Los Alamos
Authorized Signers on Bank and Investment Accounts
August 2018

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

Arthur H. (Harry) Burgess III, County Manager
Steven S. Lynne, Deputy County Manager
Helen M. Perraglio, Chief Financial Officer
Melissa Meyer, Deputy Chief Financial Officer
Karen Kendall, Budget and Performance Manager
Thomas Vigil, Accounting Operations Manager
Margot Liberty, Senior Management Analyst

	Institution	Account Name/Purpose	Account # For Finance Use Only
1.	Los Alamos National Bank	General Checking, Savings and CD Accounts	
2.	Los Alamos National Bank	Landfill Closure Reserve	
3.	Los Alamos National Bank	Employee Flexible Spending Account	
4.	Los Alamos National Bank	GRT Revenue Bond Debt Service Account	
5.	Los Alamos National Bank	Utility Resource Pool Checking	
6.	Los Alamos National Bank	Library Gift Funds	
7.	Los Alamos National Bank	County Manual Checks	
8.	Los Alamos National Bank	LA County Ambulance Billing	
9.	Los Alamos National Bank	Safe Deposit Box #2230000-1-1087	
10.	Los Alamos National Bank	NMEDD LEDA	
11.	First National Bank of Santa Fe	Savings and CD Accounts	
12.	Wells Fargo Bank	Debt Service Accounts	
13.	Wells Fargo Bank	Debt Service Bond Reserve	
14.	Wells Fargo Bank	Purchasing Card Clearing Account	
15.	Bank of Albuquerque, N.A.	Loan Reserve – NMFA Loan	
16.	Bank of Albuquerque, N.A.	Trustee Account for Certain Investments	
17.	State Treasurer's Pool (LGIP)	General County Pooled Equity Accounts	
18.	State Investment Council	Permanent Fund	
19.	State Investment Council	Cemetery Fund	
20.	State Investment Council	General County Pooled Equity	
21.	Public Trust Advisors, LLC	Authorized Investments	
22.	New Mexico Finance Authority	Trustee Account – NMFA Loan	

Incorporated County of Los Alamos
Authorized Signers on Bank and Investment Accounts
August 2018

- B.** The following individuals are authorized signers for the **Bank of Albuquerque Reclamation and Decommissioning Trust** accounts, which is used by the Department of Public Utilities for costs associated with the San Juan decommissioning and mine reclamation.

Steven S. Lynne, Deputy County Manager
Helen M. Perraglio, Chief Financial Officer
Melissa Meyer, Deputy Chief Financial Officer
Karen Kendall, Budget and Performance Manager
Margot Liberty, Senior Management Analyst
Thomas Vigil, Accounting Operations Manager
Robert Westervelt, Deputy Utility Manager Finance and Admin
Catherine D'Anna, Business Operations Manager

	Institution	Account Name/Purpose	Account # For Finance Use Only
23.	Bank of Albuquerque, N.A.	LA County Reclamation Trust	
24.	Bank of Albuquerque, N.A.	LA County Decommissioning Trust	

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

Steven S. Lynne, Deputy County Manager
Helen M. Perraglio, Chief Financial Officer
Melissa Meyer, Deputy Chief Financial Officer
Karen Kendall, Budget and Performance Manager
Margot Liberty, Senior Management Analyst
Thomas Vigil, Accounting Operations Manager
Annalisa Miranda, Chief Purchasing Officer
Carmela Salazar, Senior Buyer
Lillie Martinez, Buyer
Billy Baum, Buyer

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

Incorporated County of Los Alamos
Authorized Signers on Bank and Investment Accounts
August 2018

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

Alan S. Kirk, Municipal Judge
Juanita McNiel, Court Administrator
Steven S. Lynne, Deputy County Manager
Helen M. Perraglio, Chief Financial Officer
Melissa Meyer, Deputy Chief Financial Officer
Margot Liberty, Senior Management Analyst

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

- E.** The following individuals are authorized signers for the **Employee Fund** account.

Shirley Huber, Office Specialist
Bernadette Martinez, Senior Human Resources Technician
Margot Liberty, Senior Management Analyst

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

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

Oliver Morris, Police Commander
James S. Rodriguez Jr., Police Sergeant
Karen Kendall, Budget and Performance Manager
Margot Liberty, Senior Management Analyst

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

**Incorporated County of Los Alamos
Authorized Signers on Bank and Investment Accounts
August 2018**

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

Oliver Morris, Police Commander
Preston Ballew, Police Commander
James S. Rodriguez, Police Sergeant
Karen Kendall, Budget and Performance Manager
Margot Liberty, Senior Management Analyst

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

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

David Izraelevitz, Council Chair

Incorporated County of Los Alamos
Authorized Signers on Bank and Investment Accounts
August 2018

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

	Institution	Account Name/Purpose	Notes to Account
1.	Los Alamos National Bank	General Checking, Savings and CD Accounts	Two signatures are required on checks.
4.	Los Alamos National Bank	GRT Revenue Bond Debt Service Account	Account required by bond covenants.
5.	Los Alamos National Bank	Utility Resource Pool	Account required by DOE
8.	Los Alamos National Bank	LA County Ambulance Billing	To segregate incoming ambulance receipts from the third-party ambulance billing company.
9.	Los Alamos National Bank	Safe Deposit Box #2230000-1-1087	Safe deposit box was established in 1976 for the purpose of a time capsule. Safe Deposit Box may not be accessed until the tri-centennial in 2076.
10.	Los Alamos National Bank	NMEDD LEDA	Was established to comply with LEDA Ordinance and statute requiring the County to deposit the State Contribution into a clearly identified bank account.
12.	Wells Fargo Bank	Debt Service Clearing Accounts	Account required by bond covenants.
13.	Wells Fargo Bank	Debt Service Bond Reserve	Account required by bond covenants.
14.	Wells Fargo Bank	P-Card Clearing Account	Was established for clearing payments made through the Wells one Purchasing Card Program.
15.	Bank of Albuquerque, N.A.	Loan Reserve – NMFA Loan	Was established pursuant to the NMFA loan agreements.
16.	Bank of Albuquerque, N.A.	Trustee Account for Certain Investments	Was established as a general trustee account for holding County investments.
17.	State Treasurer’s Pool (LGIP)	General County Pooled Equity Accounts	Account is maintained with the State Treasurer’s Local Government Investment Pool for short-term investments depending on yield (used similar to checking or savings account)
18.	State Investment Council	Permanent Fund	Maintained within the State Investment Council’s Long-term Investment Pool to facilitate accounting of long-term funds.
19.	State Investment Council	Cemetery Fund	Maintained within the State Investment Council’s Long-term Investment Pool to facilitate accounting of long-term funds.
20.	State Investment Council	General County Pooled Equity	Maintained within the State Investment Council’s Long-term Investment Pool to facilitate accounting of long-term funds.
21.	Public Trust Advisors, LLC	Authorized Investments	Acknowledges that the County has contracted with Public Trust Advisors to purchase securities from qualified brokers on the County’s behalf – all purchased securities are then held with a third-party trustee – Bank of Albuquerque
22.	New Mexico Finance Authority	Trustee Account – NMFA Loan	Was established pursuant to the NMFA loan agreements.
23.	Bank of Albuquerque, N.A.	LA County Reclamation Trust	To account for the Department of Public Utilities’ share of decommissioning costs for the coal mine supplying the San Juan Power Plant.
24.	Bank of Albuquerque, N.A.	LA County Decommissioning Trust	To account for the Department of Public Utilities’ share of the mine reclamation for the San Juan Power Plant.

LOCAL ECONOMIC DEVELOPMENT PARTICIPATION AGREEMENT

THIS LOCAL ECONOMIC DEVELOPMENT PARTICIPATION AGREEMENT (the “Agreement”) is entered into as of the 30th day of April, 2018, by and between the Incorporated County of Los Alamos (the “County”), a political subdivision of the State of New Mexico (the “State”), on behalf of the State of New Mexico Economic Development Department (NMEDD), and UbiQD, Inc. (the “Company”).

WHEREAS, the purpose of the Local Economic Development Act (LEDA), N.M.S.A. 1978 §§ 5-10-1, et seq. (the “Act”), is to provide public support for economic development to foster, promote and enhance local economic development efforts;

WHEREAS, the Company intends to renovate a manufacturing facility (the “Project”);

WHEREAS, the County anticipates receiving funds allocated from the State (the “State Contribution”) to convey these funds to the benefit of the Company;

WHEREAS, the County will act as fiscal agent for the State Contribution supporting the Project. The County will use the State Contribution, pursuant to the Act, to convey the funds to the Company for eligible LEDA expenditures in the categories of building and infrastructure for the Project based on terms set forth herein;

WHEREAS, the County has duly passed Ordinance No. 543, the Local Economic Development Plan (the “Plan”), pursuant to the Act, approving an economic development plan for the County and authorizing the County to provide public support and to consider applications for economic development assistance;

WHEREAS, the Plan authorizes the County to provide to a qualifying entity direct or indirect assistance with priority to entities that represent and commit to the creation of new jobs and resulting in enhancement to the municipal revenue;

WHEREAS, § 5-10-10 of the Act requires that a project participation agreement, at a minimum, shall establish: (1) the contributions made by each party; (2) the security provided by the qualifying entity to the local government; (3) a schedule for the project development and completion; and (4) provisions for performance review and actions to be taken if performance is unsatisfactory;

WHEREAS, § 5-10-11 of the Act requires that a local government establish a separate accounting for monies dedicated or pledged for funding or financing economic development projects;

WHEREAS, the State and the County are parties to an Intergovernmental Agreement for this Project;

WHEREAS, the Company has submitted an application to the State proposing that, in exchange for certain LEDA assistance described below, the Company will undertake and complete certain project elements, which are set forth in this Agreement;

WHEREAS, the County has adopted Ordinance No. 675 (the “Project Ordinance”) permitting the County to enter into an intergovernmental agreement with NMEDD and this PPA; and

WHEREAS, the Company's application, as certified by NMEDD, clearly demonstrates the Company, by completing the Project, will be making a substantive contribution to the community, as required by the LEDA statutes and the LEDA Ordinance.

NOW THEREFORE, in consideration of these premises and the agreements by the parties set forth herein, the Company and the County further agree as follows:

1. Goals and Objectives. The objective is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.
2. Company Contribution. The Company will:
 - a. Renovate their manufacturing facility;
 - b. Create, hire and maintain twenty (20) additional jobs at the Facility according to the hiring schedule, described below;
 - c. Retain five (5) existing employees, as indicated on ES903A for employee headcount on December 31, 2016; and
 - d. Make a capital investment to renovate their manufacturing facility located in Los Alamos, New Mexico of at least One Hundred Twenty Five Thousand Dollars (\$125,000.00) from the effective date of this Agreement to December 31, 2018.

The Company will also provide a first mortgage on the property as collateral for the State Contribution in an amount of to One Hundred Twenty-Five Thousand Dollars (\$125,000.00), as set forth in Section 9.

The obligations of the Company under this Agreement are subject to the State making the anticipated contribution of up to One Hundred Twenty Five Thousand Dollars (\$125,000.00) described in Section 3 available under this Agreement.

3. The State Contribution; Procedure for Disbursement of the State Contribution. The County anticipates that the State Contribution of up to One Hundred Twenty Five Thousand Dollars (\$125,000.00) will be delivered by the State to the County for disbursement to the Company upon enactment of the Project LEDA Ordinance No. 675, and execution of these documents and the Intergovernmental Agreement between the State and the County, after which time the County will request transfer of the State funds. Upon receipt, the County will monitor the State contribution in a separate accounting established in connection with the Project, as required by law. The County will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement. The County will disburse the State Contribution as reimbursement for LEDA statutorily eligible expenditures including, but not limited to building and infrastructure in accordance with this and the Intergovernmental Agreement and subject to the Company's compliance with this Agreement including the hiring targets herein. Disbursements shall be paid on a

reimbursement basis and the Company shall incur the initial expense of eligible expenditures prior to submittal of the requests for reimbursement.

The State Contribution is composed of a base LEDA award of One Hundred Twenty Five Thousand Dollars (\$125,000.00) for the use of the Company for such purposes as set forth in N.M.S.A. 1978 § 5-10-3(D) and this Agreement and will be disbursed to the Company in accordance with the provisions of Section 7 hereof.

4. The County Contribution. The County shall act as fiscal agent for the state and will account for receipts and disbursements of the State contribution and will provide financial documentation to the State pertaining to said contribution. The County will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and disbursement of the State contribution.
5. Deposit of Funds. As required by the LEDA Ordinance and statute, the County will deposit the State Contribution into a clearly identified separate account, which shall be subject to an annual independent audit.
6. Time Commitment. It is the Company's intent to begin renovations no later than December 31, 2018 and to continue to employ the employees contemplated in this Agreement in Los Alamos County, New Mexico for a period not less than five (5) years.
7. Disbursement of State Contribution.
 - a. Conditions to Disbursement; Performance Milestones. The State Contribution will be disbursed to the Company through the County for reimbursement of LEDA eligible expenditures immediately upon execution of this Agreement; and execution of the Intergovernmental Agreement by the State and County. The disbursement will be conditioned on (i) the Company's having incurred expenses which are eligible for reimbursement under LEDA prior to the disbursement, and (ii) the Company's satisfaction of the performance milestones set forth below.
 - b. Disbursement Requests. After the Company has satisfied the conditions to disbursement set forth in Section 7(a) above, the Company may submit to the County Manager a written request for disbursement of the State Contribution (the "Disbursement Request"). All Disbursement Requests shall be accompanied by (i) documentation substantiating expenses eligible for reimbursement under LEDA, and (ii) certification by the Company that it has met the Disbursement Performance Milestone, together with such information as may be necessary to confirm the satisfaction of such Disbursement Performance Milestones. The Company may submit a Disbursement Request for up to the full amount of the State Contribution if that amount has been expended by the Company.
 - c. County Right to Request Additional Information. The County Manager may, in good faith, object to or request additional information regarding a Disbursement Request by delivering written notice ("Notice of Objection") to the Company no later than thirty (30) days after the date the County Manager receives the Disbursement Request. If the County Manager fails to deliver a timely Notice of Objection, the

Disbursement Request will be deemed compliant subject to review by the New Mexico Economic Development Department to assure the charges submitted are LEDA eligible. The Department's review and approval or objection shall not be unreasonably withheld. If the County Manager delivers a timely Notice of Objection, the County Manager and the Company will work in good faith to resolve the issues raised in the Notice of Objection.

- d. Disbursement of State Contribution. If the County Manager does not deliver a timely Notice of Objection, the County Manager will disburse to the Company the full amount requested in the Disbursement Request no later than forty-five (45) days after the Company's delivery of the Disbursement Request. If the County Manager delivers a timely Notice of Objection, the County Manager will disburse the amount ultimately agreed or decided to be released to the Company no later than thirty (30) days after the resolution of the issues raised in such Notice of Objection.
- e. No Offset of County costs. The County may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.

8. Job Commitment and Clawbacks.

- a. Clawbacks. It is the Company's commitment to create, hire and maintain the number jobs set forth in the table below under the column captioned "Target Job Number" on the Job Measurement Dates set forth below. If the Company does not achieve the job numbers set forth under the column captioned "Minimum Job Number" in the table below on each of the specified Job Measurement Dates (and after expiration of the Cure Periods) , then the Company shall be required to pay a Clawback Penalty (as defined below) to the County which will be applied in the percentage set forth in the table below:

<i>Job Creation Commitment and Schedule</i>					
<u>Year</u>	<u>Cumulative Full Time Target Job Number</u>	<u>Cumulative Full Time Minimum Job Number</u>	<u>Job Determination Period</u>		<u>Clawback % on Job Creation Shortfall</u>
1	5	10	1-Jan-18	31-Dec-18	100%
2	+4	14	1-Jan-19	31-Dec-19	100%
3	+3	17	1-Jan-20	31-Dec-20	75%
4	+5	21	1-Jan-21	31-Dec-21	50%
5	+4	25	1-Jan-22	31-Dec-22	25%
<i>Total</i>	20	25			

For the purposes of this Section:

The "Clawback Penalty" is a penalty that the Company will be required to pay the County upon the Company's failure to meet the Minimum Job Number on the applicable Job Determination Date, which is the final day of the Job Determination Periods pacified

in the table above, if such Minimum Job Number is not otherwise reached by the Company during the Cure Period.

“Cure Period” is the period of one hundred eighty (180) days after each Job Determination Date during which time the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. If the Company meets the Minimum Job Number at any time during the Cure Period, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the County a Clawback Penalty determined in accordance with the table set forth above.

A “Job” for this purpose of this section will mean an employment position that consists of at least thirty-two (32) paid hours of work per week and which provides the employee with a full range of benefits offered to other similarly situated Company employees.

- b. Right to Request Modification for Business Climate Changes. The parties hereto recognize certain economic factors generally described as “Business Climate Changes” are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. The Company may request specific modifications to the job creation schedule. If the County agrees that Business Climate Changes have affected the Company’s ability to perform, the Performance Clawback may be modified. Such modification must be requested in writing by the Company.
- c. Job Reporting. The Company shall submit a quarterly employment report in the form of an affidavit signed by an officer of the Company and Schedule A of the Company’s ES-903A report to the New Mexico Department of Workforce Solutions for the preceding quarter no later than the end of the following months: April 30, July 31, October 31 and January 31. The County or the State may request a copy of that form at any time while this Agreement is in effect, and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the County and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in Section 7 above without the quarterly job reporting as set forth herein.
- d. Notification of Failure to Maintain Minimum Job Number. In the event that the Company falls below the Minimum Job Number after its corresponding Job Determination Date, the Company shall notify the County in writing prior to disbursement by the County to the Company of the State Contribution. Upon receipt of that notification, the next payment shall be suspended until the Minimum Job Number for the current target year is achieved and sustained for ninety (90) consecutive days.
- e. Clawback Penalty. The Clawback Penalties set forth in this Section 8 together with the security instrument provided pursuant to Section 9 to secure the Company’s Clawback

obligations, shall be the sole and exclusive remedy of the County for any breach of this Agreement by the Company.

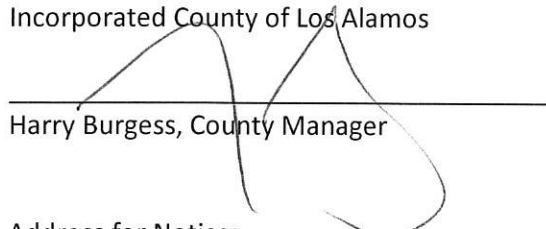
9. Security. As security for the faithful performance and payment of all of Company's obligations under this Agreement, the Company shall furnish the County a first mortgage lien upon the real property and improvements thereon. The County may foreclose the mortgage lien to satisfy any unpaid Clawback Penalty which shall become due and payable. If the Company achieves and then sustains the Minimum Job Number of twenty-five (25) employees for one hundred eighty (180) consecutive days subsequent to December 31, 2022, the mortgage will be released.
10. Fees. Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.
11. Annual Reporting Requirement, Performance Review and Termination. To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by County staff. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. The final report provided by the Company to the County shall contain a description of work accomplished, the methods and procedures used, a detailed budget breakdown of expenditures, a description of any problems or delays encountered and the reasons therefore, and such other information as may be requested by the County.
12. The County or State may request the Company to provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary. If the requirements are not being met, the County may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the County may enact an ordinance revoking the LEDA Ordinance and dissolving or terminating any or all Projects thereunder. In the event the County terminates the LEDA Ordinance or this Agreement, the County will specify the disposition of all obligations of the Project and all rights of the parties arising under this Agreement through the date of such termination.
13. Effective Date. This Agreement shall become effective on the date it is fully executed and shall terminate 5 years and 6 months after the effective date, or when otherwise terminated.
14. Liability. No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.
15. Notice. All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by recognized overnight delivery

service, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown in the signature block of this Agreement. If notice is mailed it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. A party may change its notice address by written notice to the other party to this Agreement.

16. Amendments. This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto.
17. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico.
18. Miscellaneous. This Agreement binds and inures to the benefit of the County and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the New Mexico Economic Development Department; provided, however, that with notice to the County and the New Mexico Economic Development Department, the Company may assign this Agreement to any affiliate or other member of the UBIQD that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date of signature below.

Incorporated County of Los Alamos



Harry Burgess, County Manager



Date

Address for Notice:

Los Alamos County
Harry Burgess
County Manager
1000 Central Avenue, Suite 350
Los Alamos, NM 87544

Approved as to form:



J. Alvin Leaphart, County Attorney

UbiQD, Inc.



Hunter McDaniel, CEO



Date

Address for Notice:

UbiQD, Inc.
Attn: Hunter McDaniel
134 East Gate Drive
Los Alamos, NM 87544



County of Los Alamos

Staff Report

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

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: CO0534-18

Title

Incorporated County of Los Alamos Code Ordinance No. 02-288, An Ordinance Amending Chapter 40, Article III, Section 40-201 and 40-202 of the Code of the Incorporated County of Los Alamos Pertaining to the Sewage Service Rate Schedule and Determination of Charges

Recommended Action

I introduce, without prejudice, Incorporated County of Los Alamos Ordinance No. 02-288; An Ordinance Amending Chapter 40, Article III, Section 40-201 and 40-202 of the Code of the Incorporated County of Los Alamos Pertaining to the Sewage Service Rate Schedule and Determination of Charges, and ask staff to assure that it is published as provided in the County Charter.

Utilities Manager Recommendation

The Utilities Manager recommends introduction of the ordinance as presented.

Board, Commission or Committee Recommendation

The Board of Public Utilities recommends introduction of the ordinance as presented.

Body

In July, the Board of Public Utilities heard a preliminary presentation of the proposed Sewer Rate Increase presented for approval. After discussion, the Board approved the ordinance at a public hearing in August.

The ten-year forecast for the sewer utility presented with the FY2018 budget included a series of incremental rate increases to generate revenues needed for current operations and to build cash reserves necessary for future infrastructure replacements, most notably the needed replacement for the White Rock waste water treatment facility. Several alternatives have been considered as to timing of that plant replacement and financing alternatives. While the long-term projection of rate increases in each scenario that was considered were somewhat different, all include a series of rate increases in the coming years. The scenario adopted by the Board included an 8% increase in FY18 and another in FY19, with declining increases in years following. The FY19/20 budget represents implementation of that scenario, updated to reflect current known conditions and financing decisions that have been or are planned for implementation. \$2.5 million has been transferred from the Gas fund to the Sewer fund and used to pay down the 2012 NMED Loan that was used to finance the design and construction of the Los Alamos Wastewater Treatment Facility. We are currently working on refinancing that loan at a lower rate and extending the term

somewhat to improve cash flow for the utility. The Board has also adopted a financing strategy for the new White Rock plant that strikes a reasonable balance between life of plant, term of loan, and cash flow requirements of the utility. While these actions work together toward allowing some flexibility in terms of future rate increases, staff considers it prudent to move forward with the 8% that was budgeted for FY19 and consider adjusting future rate increases accordingly, if feasible given financial conditions when those rate actions are considered. This ordinance implements that budgeted rate adjustment.

Attached for reference is the ten-year projection included with the FY19 budget package (Attachment A1), and an updated projection showing the results of the refinancing that is underway and the project plan for the White Rock Treatment Facility (Attachment A2). Also attached is the chart of the longer term financial plan adopted by the Board of Public Utilities in FY18, known as “Plan 20” (Attachment B1), and an update to that plan with those same changes (attachment B2). As shown in the chart of that updated long range forecast (Attachment B3), we are projecting that by moving forward with this budgeted rate adjustment and the planned financing package, we are able to significantly curtail future rate increases, plus achieve our targeted cash balance by FY2023, instead of the FY2034 or FY2035 date previously projected

The monthly sewer bill for residential customers for fiscal years 2017 through 2027 as originally projected in “Plan 20” is provided (Attachment C1), as well as revised projections resulting from this updated financial plan (Attachment C2). As shown, in either case the projected sewer costs remain well below 1% of Los Alamos Median household income, but the trajectory is significantly improved with this revised financial plan. Recent changes in the industry call for including system condition assessment and locality specific economic conditions in assessing affordability, so it is hard to just reference a specific value for comparison, but all assessments staff has been able to generate or reference indicate that sewer costs of less than 1% of median household income would be considered very affordable.

In response to prior discussion, also provided is a comparison of projected annual sewer charges against the much more modest statewide median household income. One should consider our typography and system requirements, the age of our system and known and planned system upgrade and replacement needs in considering if comparing against even this lower economic threshold should be considered affordable.

Finally, Attachment D shows a comparison of Los Alamos’ projected residential sewer bill at various consumption quantities with those of nearby communities. Note, the comparison targets communities of similar size or topography. We did not chart the very high Taos ski valley rate as it is such an outlier it would have distorted the scale of the rest of the comparison, but the remaining communities in the table are shown graphically and indicate that with the increase we are still comparable to the most similar cities for which we could obtain data.

Alternatives

As noted above, in all the scenarios that have been considered a series of rate increases are going to be needed to fund necessary operations and replacement of facilities. Because of the actions already taken or underway to strengthen the fund, a lower increase of 4 or 6 percent could be considered. That alternative is not without risk, as the fund, while improved, is still several years away from achieving targeted cash reserves, and with major facilities replacement

in the immediate planning horizon it is most prudent to have adequate reserves. This proposal is to proceed with the 8% increase that was budgeted for FY19 to further strengthen the financial position of the utility in anticipation of those major capital expenditures.

Fiscal and Staff Impact

The budgeted 8% increase is expected to generate \$318,459 additional revenue annually.

Attachments

A - Ten-year budget projections

1. Original from FY19/20 Budget Book
2. Revised

B - Long Term twenty-five-year financial projections

1. Original "Plan 20" - Chart
2. Revised - Table
3. Revised - Chart

C - Ten Year projected monthly sewer bill for residential customers

1. As originally projected in "Plan 20"
2. Revised

D - Residential sewer rates - Comparison with similar neighboring communities

E - Incorporated County of Los Alamos Code Ordinance 02-288

Los Alamos County Utilities Department
10-Year Financial Forecast - FY2019-FY2028 - from budget book
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	13,520,000	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	13,520,000	50,000	844,000	4,528,000	537,000	678,000	988,000	854,000	854,000
Total Cash Outflow	6,015,412	18,359,073	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 - from budget book
Wastewater Division

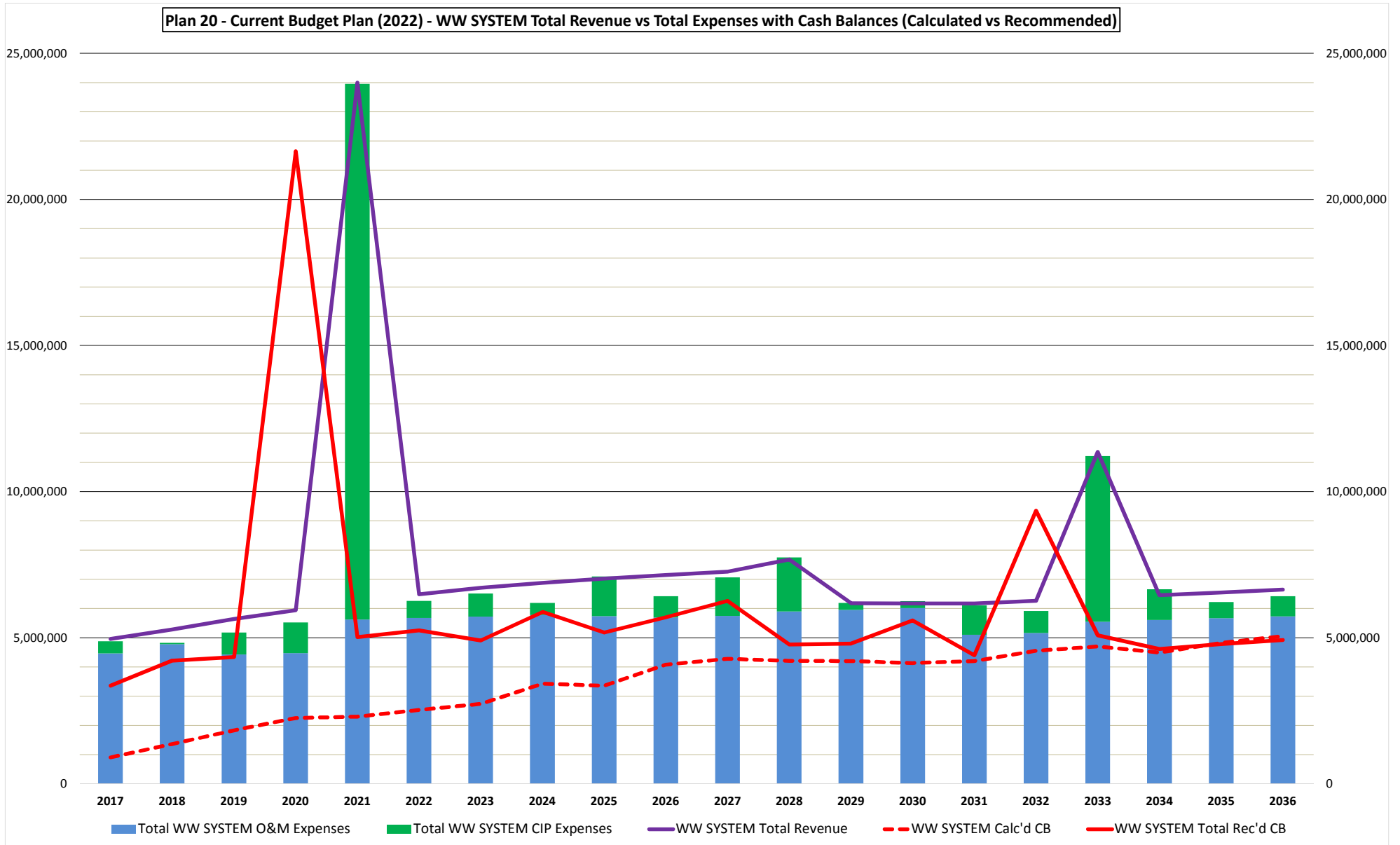
	BUDGET 2019	BUDGET 2020	FORECAST 2021	FORECAST 2022	FORECAST 2023	FORECAST 2024	FORECAST 2025	FORECAST 2026	FORECAST 2027	FORECAST 2028
1.50%										
Res'l Multi-Family Flat Rate Customers	75	75	75	75	75	75	75	75	75	75
Res'l Multi-Family Service Charge	11.09	11.78	12.37	12.90	13.35	13.68	13.95	14.19	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
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	64,298	79,547	80,349	-	6,239	20,132	30,371	45,205
Loan Proceeds		14,000,000								
Revenue on Recoverable Work	-	-	-	-	-	-	-	-	-	-
Total Cash Inflow	5,618,248	19,901,472	6,215,368	6,490,422	6,713,148	6,796,529	6,936,503	7,069,107	7,182,432	7,302,525
Net Cash Flow	(397,165)	1,542,399	609,982	32,083	(3,489,029)	524,615	555,726	409,543	593,359	652,330
Cumulative Net Cash Flow	(397,165)	1,145,234	1,755,216	1,787,299	(1,701,731)	(1,177,116)	(621,390)	(211,846)	381,512	1,033,842
Cash Balance	1,029,505	2,571,904	3,181,886	3,213,969	(275,061)	249,554	805,280	1,214,823	1,808,182	2,460,512
Recommended Cash Balance	4,207,621	4,124,781	4,828,126	4,863,092	4,898,583	4,934,608	4,877,387	4,820,715	4,858,384	4,893,277

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

1.50%	ACTUAL 2017	REV BUDGET 2018	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	265,879	305,375	282,862	286,764	291,065	295,431	299,863	304,361	308,926	313,560	318,263	323,037
Wastewater Collection Operations	289,332	417,602	341,104	349,902	355,151	360,478	365,885	371,373	376,944	382,598	388,337	394,162
Sewer Lift Stations	220,637	275,214	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	4,137	4,199	4,262	4,326	4,391	4,457	4,524	4,591	4,660
Total WWC Operations Expenses	775,849	998,191	767,201	782,383	794,119	806,031	818,121	830,393	842,849	855,492	868,324	881,349
WASTEWATER TREATMENT												
LA WWTP Operations & Maintenance	7,557	965,943	1,235,173	1,138,145	1,155,217	1,172,545	1,190,134	1,207,986	1,226,105	1,244,497	1,263,164	1,282,112
WR WWTP Operations & Maintenance	1,199,080	402,156	631,632	583,328	592,078	600,959	609,973	619,123	628,410	637,836	647,404	657,115
Total WWT Operations Expenses	1,206,636	1,368,100	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	411,402	590,289	602,162	602,162	611,195	620,363	629,668	639,113	648,700	658,430	668,307	678,331
Administrative Division Allocation	499,694	835,197	812,352	766,103	777,595	789,259	801,098	813,114	825,311	837,690	850,256	863,010
Operations encumbrances rolled forward		104,204										
Debt Service (WWT)	1,151,394	966,892	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	662,162	65,218	1,000,000	16,000,000	50,000	844,000	2,528,000	537,000	678,000	988,000	854,000	512,000
Total Operations Expenses	4,044,975	4,862,873	5,015,412	4,839,015	5,555,327	5,614,280	5,674,117	5,734,853	5,702,714	5,671,500	5,735,009	5,796,129
Total Capital Expenditures	662,162	65,218	1,000,000	16,000,000	50,000	844,000	2,528,000	537,000	678,000	988,000	854,000	512,000
Total Cash Outflow	4,707,137	4,928,091	6,015,412	20,839,015	5,605,327	6,458,280	8,202,117	6,271,853	6,380,714	6,659,500	6,589,009	6,308,129
REVENUE FORECAST												
Mgal Processed	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000
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	6,629	6,629
Res'l Single Family Flat Rate	34.43	37.18	40.15	42.56	44.26	45.59	45.59	45.59	45.59	45.59	45.59	46.27
Res'l Single-Family Service Charge	9.51	10.27	11.09	11.76	12.23	12.60	12.60	12.60	12.60	12.60	12.60	12.79
Rate Increase Percentage	8.00%	8.00%	8.00%	6.00%	4.00%	3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.50%
Total Revenue from Res'l SF Flat Rate		3,736,807	4,035,279	4,277,837	4,448,730	4,582,609	4,582,609	4,582,609	4,582,609	4,582,609	4,582,609	4,651,124

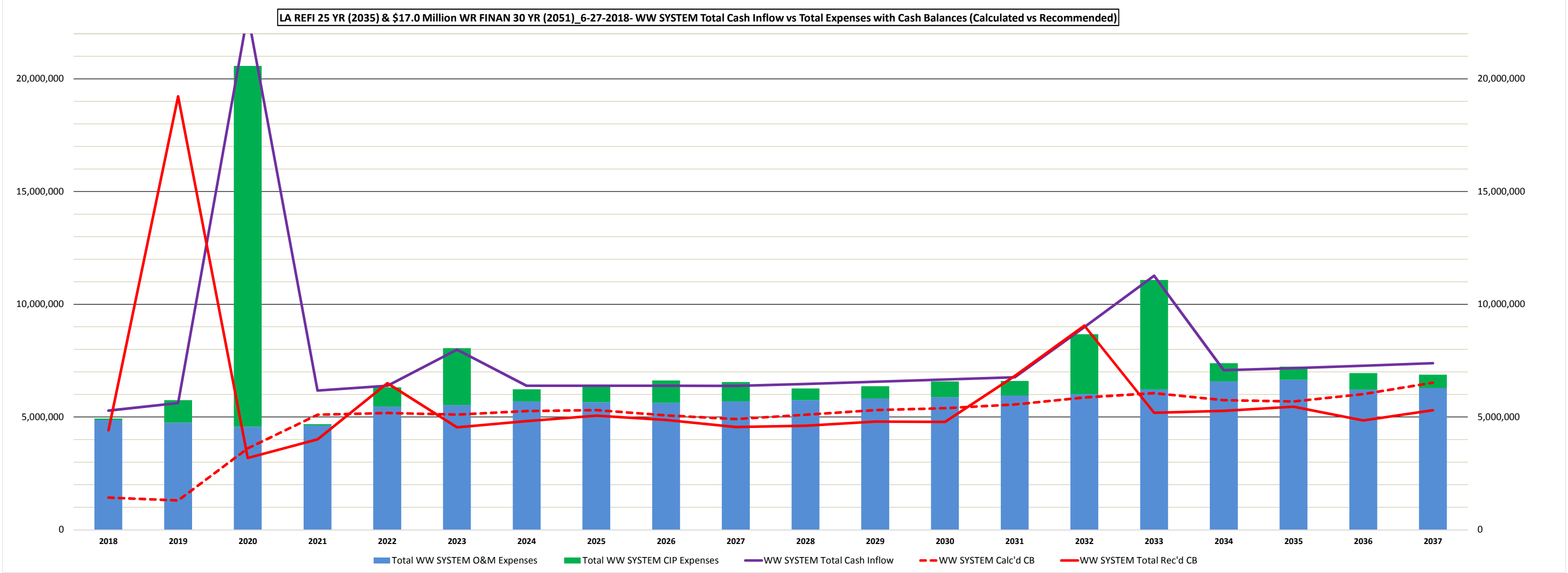
Los Alamos County Utilities Department
10-Year Financial Forecast - FY2019-FY2028 - revised
Wastewater Division

	1.50%	ACTUAL 2017	REV BUDGET 2018	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	75	75
Res'l Multi-Family Service Charge		9.51	10.27	11.09	11.76	12.23	12.60	12.60	12.60	12.60	12.60	12.60	12.79
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	1,585	1,585
Res'l Multi-Family Flat Rate		28.68	30.97	33.45	35.46	36.88	37.99	37.99	37.99	37.99	37.99	37.99	38.56
Rate Increase Percentage		8.00%	8.00%	8.00%	6.00%	4.00%	3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.50%
Total Revenue from Res'l MF Flat Rate			562,395	607,428	643,931	669,717	689,875	689,875	689,875	689,875	689,875	689,875	700,227
Non-Residential Customers		291	291	291	291	291	291	291	291	291	291	291	291
Non-Residential Service Charge		9.51	10.27	11.09	11.76	12.23	12.60	12.60	12.60	12.60	12.60	12.60	12.79
Non-Residential Sales in Kgal	-0.20%	45,572	47,522	45,572	45,572	45,481	45,390	45,299	45,209	45,118	45,028	44,938	44,848
Adjustment Factor		24.00%	16.00%	8.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Non-Residential Sales in Kgal		56,510	55,126	49,218	45,572	45,481	45,390	45,299	45,209	45,118	45,028	44,938	44,848
Non-Res'l Commodity Charge per Kgal		16.20	17.50	18.90	20.03	20.83	21.45	21.45	21.45	21.45	21.45	21.45	21.77
Rate Increase Percentage		8.00%	8.00%	8.00%	6.00%	4.00%	3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.50%
Total Revenue from Non-Residential			970,543	939,874	925,257	960,371	987,084	985,195	983,310	981,429	979,551	977,678	990,372
Total Sales Revenue		4,913,866	5,269,745	5,582,581	5,847,025	6,078,818	6,259,568	6,257,680	6,255,795	6,253,913	6,252,036	6,250,162	6,341,723
Interest on Utility Reserves		41,799	13,516	35,691	32,477	90,203	127,466	129,337	127,613	131,444	132,602	126,773	122,514
Loan Proceeds					17,000,000			1,600,000					
Revenue on Recoverable Work		410	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflow		4,956,075	5,283,261	5,618,271	22,879,502	6,169,021	6,387,034	7,987,017	6,383,407	6,385,357	6,384,638	6,376,935	6,464,237
Net Cash Flow		248,938	355,170	(397,141)	2,040,487	563,694	(71,246)	(215,100)	111,554	4,643	(274,862)	(212,074)	156,107
Cumulative Net Cash Flow		248,938	604,108	(397,141)	1,643,346	2,207,040	2,135,794	1,920,694	2,032,248	2,036,891	1,762,029	1,549,955	1,706,063
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				(128,563)	2,309,065	1,490,503	74,864	(68,990)	153,251	46,340	(233,165)	(170,376)	197,804
revised cumulative net cash flow				(128,563)	2,180,503	3,671,006	3,745,870	3,676,880	3,830,131	3,876,471	3,643,307	3,472,930	3,670,735
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 Balance		1,072,455	1,427,625	1,299,062	3,608,128	5,098,631	5,173,495	5,104,504	5,257,756	5,304,096	5,070,932	4,900,555	5,098,360
Recommended Cash Balance			16,732,781	19,220,536	3,182,306	4,005,316	6,499,460	4,538,347	4,814,095	5,061,101	4,864,568	4,554,288	4,614,143



		ACTUAL	BUDGET	BUDGET	BUDGET	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST
Expense Forecast		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
	1.50%																						
Wastewater Collection																							
Supervision, Misc Direct Admin		265,879	305,375	282,862	286,764	291,065	295,431	299,863	304,361	308,926	313,560	318,264	323,038	327,883	332,801	337,793	342,860	348,003	353,223	358,522	363,899	369,358	374,898
Wastewater Collection		289,332	417,602	341,104	349,902	355,151	360,478	365,885	371,373	376,944	382,598	388,337	394,162	400,074	406,076	412,167	418,349	424,624	430,994	437,459	444,021	450,681	457,441
Sewer Lift Stations		220,637	275,214	139,160	141,580	143,704	145,859	148,047	150,268	152,522	154,810	157,132	159,489	161,881	164,309	166,774	169,276	171,815	174,392	177,008	179,663	182,358	185,093
Total WWC Operation Expenses		775,848	998,191	763,126	778,246	789,920	801,768	813,795	826,002	838,392	850,968	863,732	876,688	889,839	903,186	916,734	930,485	944,442	958,609	972,988	987,583	1,002,397	1,017,433
Wastewater Treatment																							
LA WWTP Operations & Maintenance		878,525	1,070,147	1,235,173	1,138,145	1,155,217	1,172,545	1,190,134	1,207,986	1,226,105	1,244,497	1,263,164	1,282,112	1,301,344	1,320,864	1,340,677	1,360,787	1,381,199	1,401,917	1,422,945	1,444,290	1,465,954	1,487,943
WR WWTP Operations & Maintenance		328,111	402,156	631,632	583,328	592,078	600,959	609,973	619,123	628,410	637,836	647,404	657,115	666,971	676,976	687,131	697,438	707,899	718,518	729,295	740,235	751,338	762,608
Total WT Operation Expenses		1,206,636	1,472,303	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	1,968,315	1,997,840	2,027,807	2,058,224	2,089,098	2,120,434	2,152,241	2,184,524	2,217,292	2,250,552
WW Sys. Interdepartmental Charges		411,402	590,289	602,162	602,162	611,194	620,362	629,668	639,113	648,699	658,430	668,306	678,331	688,506	698,834	709,316	719,956	730,755	741,716	752,842	764,135	775,597	787,231
WW Sys. Administrative Division Allocation		499,694	835,197	812,352	766,103	777,595	789,258	801,097	813,114	825,311	837,690	850,256	863,009	875,954	889,094	902,430	915,967	929,706	943,652	957,807	972,174	986,756	1,001,558
Debt Service (WT) - CWSRF Projects		1,151,394	966,892	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	1,392,516	1,392,516	1,392,516	1,392,516	1,531,189	1,811,798	1,811,798	1,304,395	1,304,395	1,304,395
Capital Proj Inspec - WC + WT - CIP & R&R		-	-	4,074	4,137	4,199	4,262	4,326	4,391	4,457	4,524	4,591	4,660	4,730	4,801	4,873	4,946	5,020	5,096	5,172	5,250	5,329	5,408
Capital - WC - CIP & R&R		420,000	-	-	-	50,000	844,000	348,000	537,000	678,000	671,000	854,000	512,000	543,000	692,000	642,000	525,000	547,000	806,000	576,000	725,000	583,000	645,000
Capital - WT - CIP & R&R		242,162	65,218	-	-	-	-	580,000	-	-	317,000	-	-	-	-	-	-	-	-	-	-	-	357,000
Capital (Bond, Loan & Grant) - WT CIP				1,000,000	16,000,000	-	-	1,600,000	-				-				2,125,000	4,300,000					
Total WW System Operation Expenses		4,044,974	4,862,872	4,742,759	4,566,298	4,624,318	5,463,907	5,523,681	5,688,764	5,656,559	5,625,278	5,688,720	5,749,771	5,815,130	5,881,469	5,948,803	6,017,148	6,225,190	6,576,210	6,647,676	6,212,810	6,286,437	6,361,167
Total WW System Capital Expenditures		662,162	65,218	1,004,074	16,004,137	54,199	848,262	2,532,326	541,391	682,457	992,524	858,591	516,660	547,730	696,801	646,873	2,654,946	4,852,020	811,096	581,172	730,250	588,329	1,007,408
Total WW System Cash Outflow		4,707,136	4,928,090	5,746,833	20,570,435	4,678,517	6,312,169	8,056,007	6,230,155	6,339,016	6,617,802	6,547,311	6,266,431	6,362,860	6,578,270	6,595,677	8,672,094	11,077,211	7,387,305	7,228,848	6,943,060	6,874,765	7,368,576

Revenue Forecast																							
Total Number of Sewer Customers		6,725	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995	6,995
Number of Res SF Flat Rate Customers		6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629	6,629
Res SF Flat Rate		34.43	37.18	40.16	42.57	44.27	45.60	45.60	45.60	45.60	45.60	45.60	46.28	46.98	47.68	48.40	49.12	49.86	50.61	51.37	52.14	52.92	53.71
Res SF Service Charge		9.51	10.27	11.09	11.76	12.23	12.60	12.60	12.60	12.60	12.60	12.60	12.78	12.98	13.17	13.37	13.57	13.77	13.98	14.19	14.40	14.62	14.84
Rate Increase Percentage		8.00%	8.00%	8.00%	6.00%	4.00%	3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Total "Sales" Revenue from Res SF Flat Rate		3,460,386	3,737,217	4,036,194	4,278,366	4,449,500	4,582,985	4,582,985	4,582,985	4,582,985	4,582,985	4,582,985	4,651,730	4,721,506	4,792,328	4,864,213	4,937,177	5,011,234	5,086,403	5,162,699	5,240,139	5,318,741	5,398,523
Number of Res MF Flat Rate Customers		75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75
Res MF Service Charge		9.51	10.27	11.09	11.76	12.23	12.60	12.60	12.60	12.60	12.60	12.60	12.78	12.98	13.17	13.37	13.57	13.77	13.98	14.19	14.40	14.62	14.84
Number of Res MF Dwelling Units		1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585	1,585
Res MF Flat Rate		28.68	30.97	33.45	35.45	36.87	37.98	37.98	37.98	37.98	37.98	37.98	38.55	39.13	39.71	40.31	40.91	41.53	42.15	42.78	43.42	44.08	44.74
Rate Increase Percentage		8.00%	8.00%	8.00%	6.00%	4.00%	3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Total "Sales" Revenue from Res MF Flat Rate		520,809	562,396	607,387	643,830	669,584	689,671	689,671	689,671	689,671	689,671	689,671	700,016	710,516	721,174	731,992	742,972	754,116	765,428	776,909	788,563	800,392	812,397
Number of Non-Residential Customers		291	291	291	291	291	291	291	291	291	291	291	291	291	291	291	291	291	291	291	291	291	291
Non-Residential Service Charge		9.51	10.27	11.09	11.76	12.23	12.60	12.60	12.60	12.60	12.60	12.60	12.78	12.98	13.17	13.37	13.57	13.77	13.98	14.19	14.40	14.62	14.84
Non-Residential "Sales" in Kgal	-0.20%	45,572	47,522	45,572	45,572	45,481	45,390	45,299	45,209	45,118	45,028	44,938	44,848	44,758	44,669	44,579	44,490	44,401	44,312	44,224	44,135	44,047	43,959
Adjustment Factor		24.00%	16.00%	8.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Non-Residential "Sales" in Kgal		56,509	55,126	49,218	45,572	45,481	45,390	45,299	45,209	45,118	45,028	44,938	44,848	44,758	44,669	44,579	44,490	44,401	44,312	44,224	44,135	44,047	43,959
Non-Residential Commodity Charge per Kgal		16.20	17.50	18.90	20.03	20.83	21.46	21.46	21.46	21.46	21.46	21.46	21.78	22.10	22.44	22.77	23.11	23.46	23.81	24.17	24.53	24.90	25.27
Rate Increase Percentage		8.00%	8.00%	8.00%	6.00%	4.00%	3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Total "Sales" Revenue from Non-Residential		920,199	970,331	939,676	925,225	960,392	987,311	985,421	983,536	981,654	979,776	977,902	990,672	1,003,609	1,016,715	1,029,992	1,043,443	1,057,070	1,070,875	1,084,860	1,099,028	1,113,382	1,127,923
Total "Sales" Revenue		4,913,866	5,269,944	5,583,257	5,847,421	6,079,476	6,259,967	6,258,078	6,256,192	6,254,310	6,252,432	6,250,558	6,342,418	6,435,631	6,530,217	6,626,197	6,723,591	6,822,420	6,922,705	7,024,468	7,127,731	7,232,515	7,338,843
Interest on Utility Reserves	2.500%	41,799	13,516	35,696	32,499	90,236	127,516	129,398	127,685	131,528	132,699	126,882	122,635	127,601	132,610	134,724	138,855	146,739	151,538	143,711	142,194	150,366	163,069
Inter-Utility Loan																							
Bond Issue Proceeds				-	17,000,000	-	-	1,600,000									2,125,000	4,300,000					
Federal or State Grant/Loan			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Revenue		410	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bond Federal Subsidy																							
Total Cash Inflow		4,956,075	5,283,460	5,618,952	22,879,919	6,169,711	6,387,482	7,987,476	6,383,877	6,385,839	6,385,131	6,377,440	6,465,053	6,563,232	6,662,827	6,760,921	8,987,446	11,269,159	7,074,243	7,168,179	7,269,925	7,382,880	7,501,911
Net Cash Flow		248,939	355,370	(127,880)	2,309,484	1,491,194	75,313	(68,531)	153,722	46,822	(232,671)	(169,871)	198,622	200,372	84,557	165,245	315,352	191,948	(313,062)	(60,669)	326,865	508,115	133,336
Cumulative Net Cash Flow		248,939	604,309	476,428	2,785,912	4,277,106	4,352,420	4,283,889	4,437,611	4,484,434	4,251,763	4,081,892	4,280,514	4,480,885	4,565,442	4,730,687	5,046,039	5,237,988	4,924,925	4,864,256	5,191,121	5,699,236	5,832,572
Cash Balance		1,072,455	1,427,825	1,299,944	3,609,428	5,100,622	5,175,936	5,107,405	5,261,127	5,307,950	5,075,279	4,905,408	5,104,030	5,304,401	5,388,958	5,554,203	5,869,555	6,061,504	5,748,441	5,687,772	6,014,637	6,522,752	6,656,088
Recommended Cash Balance		3,163,402	4,414,882	19,220,536	3,182,306	4,005,316	6,499,460	4,538,347	4,814,095	5,061,101	4,864,568	4,554,288	4,614,143	4,795,823	4,778,992	6,820,660	9,051,832	5,184,190	5,270,004	5,454,737	4,841,603	5,297,416	4,931,899
Plan 527 - Residential SF Flat Rate Sewer / month		\$43.94	\$47.46	\$51.25	\$54.33	\$56.50	\$58.19	\$58.19	\$58.19	\$58.19	\$58.19	\$58.19	\$59.07	\$59.95	\$60.85	\$61.77	\$62.69	\$63.63	\$64.59	\$65.56	\$66.54	\$67.54	\$68.55
Plan 527 - Residential MF Flat Rate Sewer / unit / month		\$28.68	\$30.97	\$33.45	\$35.45	\$36.87	\$37.98	\$37.98	\$37.98	\$37.98	\$37.98	\$37.98	\$38.55	\$39.13	\$39.71	\$40.31	\$40.91	\$41.53	\$42.15	\$42.78	\$43.42	\$44.08	\$44.74
Plan 527 - Non-Residential Commodity Rate / Kgal		\$16.20	\$17.50	\$18.90	\$20.03	\$20.83	\$21.46	\$21.46	\$21.46	\$21.46	\$21.46	\$21.46	\$21.78	\$22.10	\$22.44	\$22.77	\$23.11	\$23.46	\$23.81	\$24.17	\$24.53	\$24.90	\$25.27
NOTE 1: "WW Sys. Interdepartmental Charges" & "WW Sys. Administrative Division Allocation" are not divided into "Total WC Operation Expenses" or "Total LA WWTP Operation Expenses" or "Total WR WWTP Operation Expenses".																							
NOTE 1 (cont'd): These charges are included in the "Total WW System Operation Expenses". This was done to equally compare relative operation expenses between all three Wastewater System sub-systems (WC, LA WTP & WR WWTP).																							
NOTE 2: CIP values are actual yearly CIP costs from the CIP Plan (not annuitized).																							
NOTE 3: Debt Service increased \$222,917 in FY2024, \$138,673 in FY2033 and \$280,609 in FY2034 to pay for assumed loans for major WWTP CIP projects.																							



Los Alamos County Department of Public Utilities
Proposed Wastewater Rate Increase
June 2017

Projected Average Sewer Bill for Residential Customers - PLAN 20

	Monthly Sewer	Rate Increase Percentage	Additional Annual Cost Over Previous Year	Los Alamos Median Household Income *	Assumed Annual Income Increase	Percentage of Income Needed to Pay Sewer Bill	New Mexico Median Household Income **	Assumed Annual Income Increase	Percentage of Income Needed to Pay Sewer Bill
FY2017	\$43.94			\$105,902		0.50%	\$46,748		1.13%
FY2018	\$47.46	8.00%	\$42.18	\$108,550	2.5%	0.52%	\$47,917	2.5%	1.19%
FY2019	\$51.25	8.00%	\$45.56	\$111,263	2.5%	0.55%	\$49,115	2.5%	1.25%
FY2020	\$54.45	6.25%	\$38.44	\$114,045	2.5%	0.57%	\$50,342	2.5%	1.30%
FY2021	\$57.18	5.00%	\$32.67	\$116,896	2.5%	0.59%	\$51,601	2.5%	1.33%
FY2022	\$59.61	4.25%	\$29.16	\$119,818	2.5%	0.60%	\$52,891	2.5%	1.35%
FY2023	\$61.69	3.50%	\$25.04	\$122,814	2.5%	0.60%	\$54,213	2.5%	1.37%
FY2024	\$63.24	2.50%	\$18.51	\$125,884	2.5%	0.60%	\$55,569	2.5%	1.37%
FY2025	\$64.50	2.00%	\$15.18	\$129,031	2.5%	0.60%	\$56,958	2.5%	1.36%
FY2026	\$65.63	1.75%	\$13.55	\$132,257	2.5%	0.60%	\$58,382	2.5%	1.35%
FY2027	\$66.61	1.50%	\$11.81	\$135,564	2.5%	0.59%	\$59,841	2.5%	1.34%

* 2017 data point from <https://www.census.gov/quickfacts/fact/table/losalamoscountynewmexico/PST045217> - 2012-2016 data, 2016 dollars

** <https://www.deptofnumbers.com/income/new-mexico/> - 2016 data

Los Alamos County Department of Public Utilities
Proposed Wastewater Rate Increase
August 2018

Projected Average Sewer Bill for Residential Customers - Updated PLAN 20

	Monthly Sewer	Rate Increase Percentage	Additional Annual Cost Over Previous Year	Los Alamos Median Household Income *	Assumed Annual Income Increase	Percentage of Income Needed to Pay Sewer Bill	New Mexico Median Household Income **	Assumed Annual Income Increase	Percentage of Income Needed to Pay Sewer Bill
FY2017	\$43.94			\$105,902		0.50%	\$46,748		1.13%
FY2018	\$47.46	8.00%	\$42.18	\$108,550	2.5%	0.52%	\$47,917	2.5%	1.19%
FY2019	\$51.25	8.00%	\$45.56	\$111,263	2.5%	0.55%	\$49,115	2.5%	1.25%
FY2020	\$54.33	6.00%	\$36.90	\$114,045	2.5%	0.57%	\$50,342	2.5%	1.29%
FY2021	\$56.50	4.00%	\$26.08	\$116,896	2.5%	0.58%	\$51,601	2.5%	1.31%
FY2022	\$58.19	3.00%	\$20.34	\$119,818	2.5%	0.58%	\$52,891	2.5%	1.32%
FY2023	\$58.19	0.00%	\$0.00	\$122,814	2.5%	0.57%	\$54,213	2.5%	1.29%
FY2024	\$58.19	0.00%	\$0.00	\$125,884	2.5%	0.55%	\$55,569	2.5%	1.26%
FY2025	\$58.19	0.00%	\$0.00	\$129,031	2.5%	0.54%	\$56,958	2.5%	1.23%
FY2026	\$58.19	0.00%	\$0.00	\$132,257	2.5%	0.53%	\$58,382	2.5%	1.20%
FY2027	\$58.19	0.00%	\$0.00	\$135,564	2.5%	0.52%	\$59,841	2.5%	1.17%

* 2017 data point from <https://www.census.gov/quickfacts/fact/table/losalamoscountynewmexico/PST045217> - 2012-2016 data, 2016 dollars

** <https://www.deptofnumbers.com/income/new-mexico/> - 2016 data

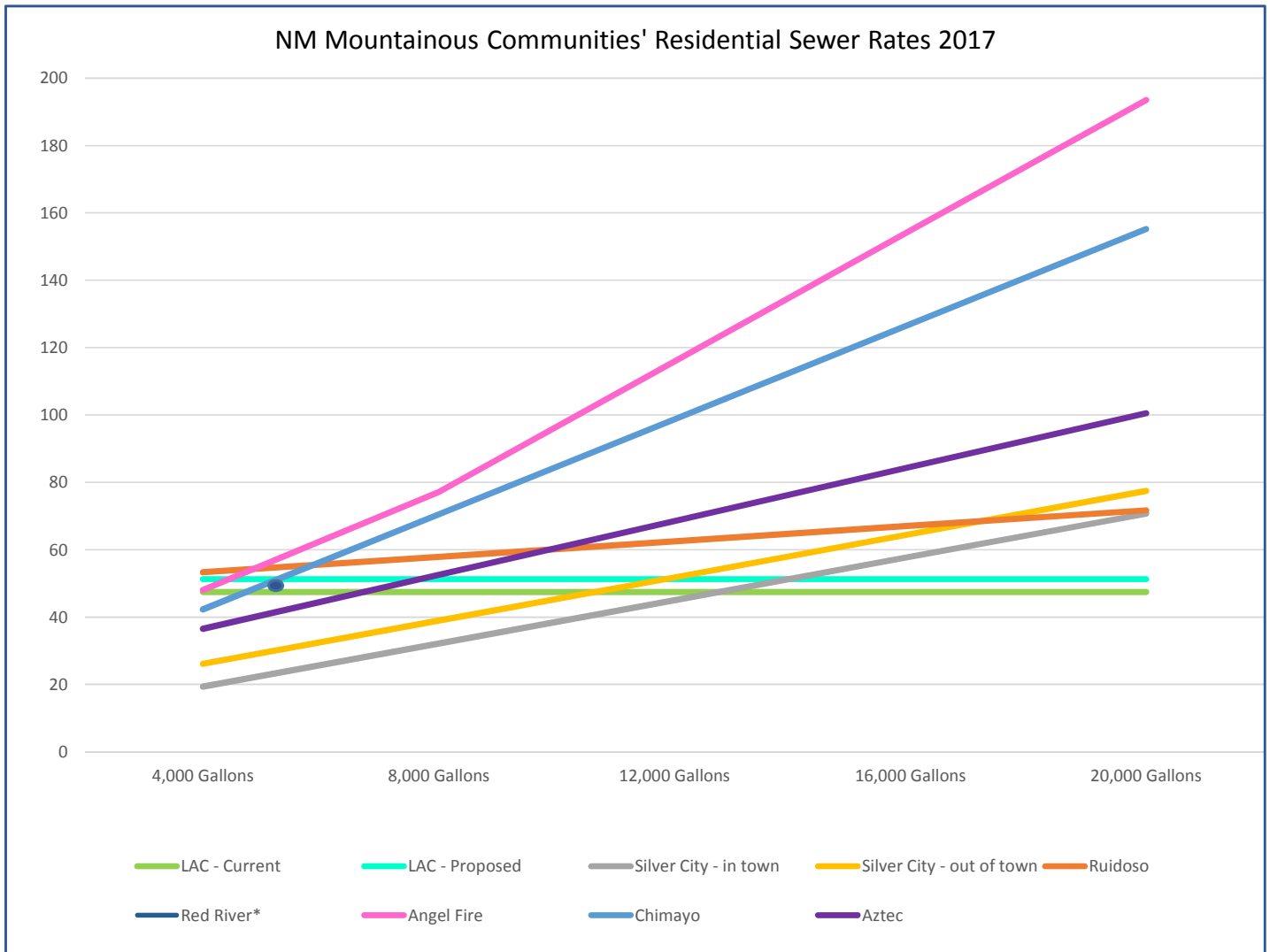
This sheet updated with revised long range plan developed using revised loan parameters

LA Loan \$2.5M oaydown, balance refinanced @2.375% for 30 year total repayment term

WRTP Loan \$17M @2.375% for 25 year term

See Jack Richardson analysis 7/2/2018

Los Alamos County Department of Public Utilities
Proposed Wastewater Rate Increase
August 2018



RESIDENTIAL SEWER RATES: LOS ALAMOS VS. COMPARABLE COMMUNITIES

Monthly Usage	LAC - Current	LAC - Proposed	Silver City - in town	Silver City - out of town	Ruidoso	Taos Ski Valley	Red River*	Angel Fire	Chimayo	Aztec
4,000 Gallons	47.45	51.25	19.34	26.10	53.29	225.04		48.03	42.26	36.50
6,000 Gallons	47.45	51.25	25.76	32.52	55.59	311.04	47.99	48.03	56.38	44.50
8,000 Gallons	47.45	51.25	32.18	38.94	57.89	397.04		77.13	70.50	52.50
12,000 Gallons	47.45	51.25	45.02	51.78	62.49	569.04		115.93	98.74	68.50
14,000 Gallons	47.45	51.25	51.44	58.20	64.79	655.04		135.33	112.86	76.50
16,000 Gallons	47.45	51.25	57.86	64.62	67.09	741.04		154.73	126.98	84.50
20,000 Gallons	47.45	51.25	70.70	77.46	71.69	913.04		193.53	155.22	100.50
30,000 Gallons	47.45	51.25	102.80	109.56	83.19	1,343.04		290.53	225.82	140.50

* Available data for Red River is for Dec. 2014, 6 kgal only.

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-288

**AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III,
SECTIONS 40-201 AND 40-202 OF THE CODE OF THE INCORPORATED
COUNTY OF LOS ALAMOS PERTAINING TO THE SEWAGE SERVICE RATE
SCHEDULE AND DETERMINATION OF CHARGES**

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

Section 1. Section 40-201 of the Los Alamos County Code of Ordinances is amended to read as follows:

Sec. 40-201. - Sewage service rate schedules.

- (a) Residential rate service schedule 6-A is applicable only for normal domestic sewer service for individual residences, dwelling units, and individual apartments, where each unit is individually metered for water.
- (b) Residential rate service schedule 6-G is applicable only for normal domestic sewer service for multi-family dwelling units, individual apartments, and subdivisions or residential complexes where each unit is not individually metered by the county for water.
- (c) Commercial rate service schedule 6-K is applicable to all nonresidential sewer services.
- (d) Customer charges. Each account shall be billed a customer charge of ~~\$10.27~~\$11.09 per month per account.
- (e) Fixed charges.
 - (1) To each customer billed under rate service schedule 6-A, ~~\$37.18~~\$40.15 per month per dwelling unit.
 - (2) To each customer billed under rate service schedule 6-G, ~~\$30.97~~\$33.45 per month per dwelling unit.
 - (3) To each customer billed under rate service schedule 6-K:

Water Meter Size	Service Charge Per Month
Under 2 inch	Reserved
2 inch	Reserved
3 inch	Reserved
4 inch	Reserved
6 inch	Reserved

- (f) Variable rate. The variable rate shall be applicable to customers billed under rate service schedule 6-K. The variable rate shall be ~~\$17.50~~\$18.90 per 1,000 gallons.

Section 2. Section 40-202 of the Los Alamos County Code of Ordinances is amended to read

as follows:

Sec. 40-202. - Determination of charges.

- (a) Residential customers will be billed for sewer service the customer charge pursuant to section 40-201(d) plus the fixed charge applicable pursuant to section 40-201(e) plus, if applicable, charges under section 40-203. For calculation of charges under section 40-203 the volume measurement for residential customers will be 1,000 gallons multiplied by the number of occupants of the residence.
- (b) Commercial customers will be billed for sewer service the customer charge applicable pursuant to section 40-201(d) plus, if applicable, charges under section 40-203, plus an amount equal to the variable rate multiplied by the customer's adjusted monthly average usage of potable water, as metered during the previous winter measuring period or other measuring period as determined appropriate by the department of public utilities based on seasonal or other nontraditional water usage pattern. The minimum variable amount shall be 2,000 gallons.
- (c) Adjustment factor. An adjustment factor to convert the expected billing volume to the volume expected to be treated shall be added to all volume based billings. This factor shall be ~~46%~~8%.
- (d) The winter measuring period is defined as the three consecutive billing periods beginning with the billing period with a billing date in the month of December. The monthly average usage of potable water metered during the winter measuring period shall apply for a 12-month period beginning on the first day of the billing cycle that falls in the month of April of the year in which the winter measuring period ends.
- (e) In the event the customer's water usage was initiated after the commencement of the previous winter measuring period, the monthly average usage of potable water shall be deemed to be equal to the average monthly usage of potable water for other comparable customers within the same class in the county.

Section 3. Effective Date. This Code Ordinance shall become effective upon adoption with the amended rates being applied at the next billing following the effective date.

Section 4. 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 5. 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 25th day of September, 2018.

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

David Izraelevitz
Council Chair

ATTEST: (SEAL)

Naomi D. Maestas
Los Alamos County Clerk



County of Los Alamos

Staff Report

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	A.
Index (Council Goals):	BCC - N/A
Presenters:	Bob Westervelt, Deputy Utilities Manager - Finance/Admin
Legislative File:	OR0823-18c

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 annual 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 28th day of August, 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 April 7, 2019 and each April 7 , 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

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 April 7, 2019 and each April 7 , 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

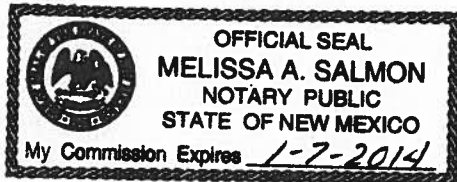
County of Las Alamos

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					difference: amount the longer term (saves) or costs Comparison original term (20yr) to selected other scenarios						present value of the difference Assumed inflation 1.500%	
refinance existing debt payoff in:		\$7,029,504.37										
		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, August 28, 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

PUBLISHED IN THE LA DAILY POST on Thursday, August 9, 2018



County of Los Alamos

Staff Report

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals): * 2018 Council Goal - N/A

Presenters: Eric Martinez, County Engineer and Tamara Baer, Planning Manager

Legislative File: OR0828-18b

.Title

Incorporated County of Los Alamos Code Ordinance No. 02-287; an Ordinance Adopting a New Article to be Added to Chapter 34, Streets, Sidewalks and Other Public Places, to be Designated Article IV and Entitled "Addressing and Road Naming," and Amending Other Provisions of the Code to be Consistent Therewith.

.Recommended Action

I move that Council Adopt Incorporated County of Los Alamos Ordinance No. 02-287, an Ordinance Adopting a New Article to be Added to Chapter 34, Streets, Sidewalks and Other Public Places, to be Designated Article IV and Entitled "Addressing and Road Naming," and Amending Other Provisions of the Code to be Consistent Therewith and ask staff to assure that it is published as provided in the County Charter.

-or-

I move that Council postpone consideration of County of Los Alamos Ordinance No. 02-287 and assign the _____ committee to review the proposed ordinance and provide recommendations regarding its adoption before rescheduling its consideration by Council.

.County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 02-287.

.Body

The purpose of the proposed ordinance is to establish a consistent methodology for assigning physical addresses and naming roads in the County in order to facilitate the easy and rapid location of properties by Emergency Services; to coordinate orderly growth, development approval and construction-permitting services; for property taxation; for utility services and billing; and to facilitate postal service, parcel delivery, and other such private and public services.

Council should note that the proposed ordinance would only apply to new actions as stated in Section 34-102 of the ordinance, i.e. new structures, combining or creating additional units or suites, locating or relocating mobile/manufactured homes, and consolidation or division of land. Existing addresses are currently governed under Chapter 18, Article II, Section 18-53 of County Code.

Previous efforts to develop an ordinance were undertaken in 2013, but no official action ensued. The issue was taken up again in 2017 as a result of efforts to clarify addressing for emergency services. Subsequently, an informal committee was formed and convened to review and consider provisions for a proposed ordinance. The committee consisted of representatives from the following County departments:

- Public Works
- Community Development
- Fire
- Police (Dispatch)
- Public Utilities (Engineering and Customer Care)
- Information Management (GIS Coordinator)
- County Assessor's Office
- County Attorney's Office

The United States Postal Service was also invited to attend and copied on correspondence. The committee met over several months resulting in the proposed ordinance presented herein. The ordinance will formally establish a County Addresser, responsible for carrying out and supporting the provisions of the ordinance. This responsibility, previously and unofficially performed by the County Surveyor, will more appropriately be performed by existing staff within the Planning Division, who also serve as liaisons to the Planning and Zoning Commission to which this ordinance references.

Due to recent public concerns expressed regarding this ordinance, an alternate motion allowing for a review of the ordinance by a presently unspecified committee prior to its adoption has been included for Council's consideration. If this alternate motion is adopted and no action is taken this evening, it is anticipated that the ordinance would need to be reintroduced at the time that a revised ordinance is developed.

.Alternatives

Council could choose not to adopt this ordinance.

.Fiscal and Staff Impact/Planned Item

There is minimal staff and fiscal impact.

...Attachments

A - Incorporated County of Los Alamos Code Ordinance No. 02-287

B - Publication Notice

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-287

AN ORDINANCE ADOPTING A NEW ARTICLE TO BE ADDED TO CHAPTER 34, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, TO BE DESIGNATED ARTICLE IV AND ENTITLED "ADDRESSING AND ROAD NAMING," AND AMENDING OTHER PROVISIONS OF THE CODE TO BE CONSISTENT THEREWITH

WHEREAS, the Incorporated County of Los Alamos ("County") is a municipal corporation organized under the laws and constitution of the State of New Mexico; and

WHEREAS, County operates as both a municipal and county government; and

WHEREAS, County is responsible for and has enacted ordinances regulating the uses, planning, and zoning of public and private property within the County; and

WHEREAS, the Community Development Department and the County's Planning and Zoning Commission oversee the development and subdivision of new and existing lands; and

WHEREAS, County provides public police, fire and emergency medical services within the County ("Emergency Services"); and

WHEREAS, it is critical that County Emergency Services and other County public services have correct and accurate property addresses in order to respond to emergency situations; and

WHEREAS, it is crucial for preservation of life and property that those seeking Emergency Services be able to identify and provide addresses to 911; and

WHEREAS, no County codes or ordinances prescribe the method and process for assigning and reassigning property addresses and road names; and

WHEREAS, the County utilizes addressing as a means of identifying property for property taxation purposes; and

WHEREAS, County data is shared with internal and external government bodies; and

WHEREAS, the County wishes to establish a clear and consistent means of assigning and tracking road names and addresses.

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

Section 1. Chapter 34 of the Code of the Incorporated County of Los Alamos is amended by adding a new Article IV, Addressing and Road Naming, to read as follows:

ARTICLE IV. LOS ALAMOS COUNTY ADDRESSING AND ROAD NAMING

Sec. 34-100. Title.

This Article may be cited as the “Los Alamos County Addressing and Road Naming Ordinance.”

Sec. 34-101. Purpose.

The purpose of this Article is to provide a consistent methodology for assigning physical addresses and naming roads in the County in order to facilitate the easy and rapid location of properties by Emergency Services; to coordinate orderly growth, development approval and construction-permitting services; for property taxation; for utility services and billing; and to facilitate postal service, parcel delivery, and other such private and public services.

Sec. 34-102. Applicability.

This Article shall apply to all roads, areas, and real property within the County’s jurisdiction.

(a) Any person proposing a new road or roads, or requesting renaming an existing road shall make such request pursuant to this Article.

(b) Any person constructing new residential or non-residential structures, combining or creating additional units or suites, locating or relocating mobile or manufactured homes shall request an Address or change of Address from the Addresser and shall provide the information required by this Article and the guidelines established by the Addresser.

(c) No Utility service shall be offered to any new structure, mobile or manufactured home including a mobile /manufactured home that is moved from one location to another, until it has been issued a valid Address. For the purposes of this Section, the term “new structure” means a newly constructed residential or non-residential building or unit, occupied for the first time by the applicant or other persons, and that will require an installation visit to obtain service.

(d) No building permit shall be applied for until an Address or Addresses have been assigned by the Addresser.

(e) The division or consolidation of land, shall necessitate the assignment of a new Address or Addresses or changes in Address.

Sec. 34-103. Definitions.

The following terms as used in this Article have the following meaning unless otherwise indicated:

Address means the identification of a property for purposes of this chapter and article, and generally consists of a road name and assigned property number.

Addresser means the person or his or her designee assigned by the County Manager who is responsible for implementation of this Article. The Addresser shall have authority to develop

and promulgate additional guidelines and rules pertaining to addressing and road naming and shall have the authority to assign Addresses to new and/or existing locations.

Distribution List means the Interdepartmental Review Committee (IDRC) established by County, the M.S.A.G. Coordinator/PSAP, the Emergency Services Coordinator, and such other agencies as deemed appropriate by the Addresser.

Driveway means the path of vehicular access from a road to an Addressed property.

Emergency Services means the County's 911 dispatch, fire, emergency medical services, law enforcement, and such other similar services as County may designate from time to time.

M.S.A.G. means the Master Street Addressing Guide, as administered by the PSAP.

NENA means National Emergency Number Association. NENA serves the public safety community as the only professional organization solely focused on 911 policy, technology, operations, and education issues.

Property means real and personal property located with the County.

P.S.A.P means the Public Safety Answering Point as the emergency call/911 center.

Road or Roadway means a public or private thoroughfare for vehicles, also called a "Street." All roads have a start and an end, with the start generally being the origin of the road where there is a greater population, and end being the terminus with either a physical ending of the road or a location with lesser population. A road may circle and intersect with itself, or may form a loop with both the start and the end located on the same cross-street.

Road Name means a unique descriptor for a road or portion of a road.

Street means a public or private thoroughfare for vehicles, bicycles and pedestrians, also called a "Road," or "Roadway," and may be further classified as "arterial," "collector" or "local" street, shall have such meaning and identification as applied according to industry standards as adopted and modified from time to time by County's Department of Public Works.

Utility means County or privately-owned electric, gas, water, sewer, cable, telephone, and other telecommunication services.

Sec. 34-104. Addressing.

(a) Addressing shall provide a uniform property-numbering system to facilitate a simple and logical method for meeting the purposes of this Article and to accommodate growth by allowing adequate spacing between property numbers.

(b) The Addresser shall assign or approve Addresses for all Property according to this Article, Code, and guidelines and policies enacted by the authority granted herein.

(c) The following addressing guidelines will be followed by the Addresser in assigning property addresses as provided by NENA:

(1) Addresses shall be assigned in numerical order beginning at the start of the road and increasing based on distance, platting, density or other standard as deemed appropriate by the Addresser.

(2) In order to accommodate infill, lot splits, apartment to fee-simple or condominium conversions, and other such modifications, Addresses shall increase in such numerical increments as are deemed appropriate by the Addressor.

(3) Even and odd numbered Addresses shall be located on opposite sides of the Street. The Addresser shall develop guidelines, such as geographical direction, for ensuring consistency of the even-odd system on all streets.

(4) Multiple ownership or occupancy of units on a single lot, such as condominiums, offices or apartments, shall be assigned separate unit designations following a single Street Address, e.g., 100 Central Avenue, Apartment 101.

(d) Display Numbers:

(1) Address numbers shall be posted in a conspicuous manner on the Structure, Property or Driveway entrance so that Emergency Services can easily determine the Address of the property from the Street.

(2) Number on the structure. If the front door of the structure, whether home, business, or multiunit, is within fifty (50) feet of the edge of the Road right-of-way and is visible from the Street, the assigned number shall be displayed on the front of the structure in the vicinity of the front door or entry such that the number can be readily visible from the Street to the driver of emergency vehicles. The Address shall be a minimum of four (4) inches high, numbers/letters in English/Standard form, with a one-half inch minimum stroke/width of line, and in contrasting color of the affixed background.

(3) Number at the Street line. In all other cases, the assigned number shall be displayed on a post, fence, wall, mail box, or some similar item at the property line adjacent to the walk or access drive to the numbered structure so that the number is readily visible from the Street to the driver of emergency vehicles. The Address shall be a minimum of four (4) inches high, numbers/letters in English/Standard form, with a one-half inch minimum stroke/width of line, and in contrasting color of the affixed background.

(4) Conflicting numbers. Each Property required to display the assigned number in conformance with this ordinance shall remove any different number which might be in conflict for the number assigned.

(e) Authority to Enter. The Addresser, or designee, may enter a Property during reasonable times and manners for the inspection of the placement, location, or other compliance

with this Article, Section, or Code. The authority to enter shall not include the interiors of private parties, dwellings or living quarters, or the portions of commercial premises used as dwellings, or the non-public portions of commercial premises, except upon obtaining permission of the occupant thereof, or permission of the party responsible therefor in the event the premises are unoccupied.

(f) Penalty. Any person violating this Article shall be subject to the general penalty provisions of the Code as contained in Section 1-8.

Sec. 34-105. Road Naming.

(a) In order to avoid duplication of Addresses and confusion for Emergency Services, Roads shall have unique names consisting of a name and a type.

(b) Roads may have alternate or alias names, such as a numeric federal or state highway designation, but the name for Addressing shall follow that name assigned or approved by the Addresser, e.g., 101 Trinity Drive, not 101 State Highway 502.

(c) Roads shall generally be identified by type, including, but not limited to, the following: Street, Road, Avenue, Drive, Boulevard, Lane, Court, Way, Circle and Loop.

(d) Road types and their abbreviations shall adhere to the suffix abbreviations of the United States Postal Service standards, such as "ST" for "Street," and "RD" for "Road."

(e) The County shall consider the following criteria when approving road names:

- (1) avoid or minimize duplicate or similar-sounding road names;
- (2) the appropriateness or rationale for changing of names on through streets;
- (3) avoid excessively long or offensive names; and/or
- (4) otherwise avoid creating confusing names, numbers or directional indications.

Sec. 34-106. Application and Approval Process for Addresses and Road Names.

(a) Address Numbers:

(1) New Address Numbers. The Addresser shall be responsible for assigning Address numbers prior to or within a reasonable time following approval of the subdivision plat, and prior to any grading, grubbing, excavation, construction, or meter installation request.

(2) Changes to Existing Address Numbers. The Addresser shall accept completed applications by interested parties for change of existing Address numbers, and shall approve or deny said applications according to the Addressing criteria contained herein.

(3) Upon assigning Address numbers, the Addresser shall keep an official record of the Address numbers and provide copies to all interested agencies, including the County Clerk, the County Assessor, the County Community Development Department, all utilities serving the Address, the PSAP, the United States Postal Service, Emergency Services, and such other agencies or parties as the Addresser deems necessary or appropriate.

(b) New Roads.

(1) Any person wishing to create a new Road shall submit the necessary information on the proposed subdivision plat, and in compliance with this article.

(2) The Addresser shall obtain comments from those County departments and individuals on the Distribution List and shall submit a recommendation to the County Community Development Department responsible for review and final approval of any proposed subdivision pursuant to Chapter 16 of the Code. The planning authority shall treat the Road name as an essential component of the subdivision plat, and shall approve or disapprove the plat according to the standards for subdivision approval contained in the Development Code. Any party, including the Addresser, may appeal the decision of the planning authority according to the subdivision appellate provisions contained in Chapter 16 or as otherwise provided.

(c) Renaming Existing Roads.

(1) Where renaming of an existing road is proposed in recognition of persons or historical events, then Chapter 2, Article V, Section 2-423, "Renaming of roads and streets," will apply.

(2) All other proposed changes to existing road names shall follow the procedures for final subdivision plat approval in accordance with Chapter 16, Article II, Section 16-53, "Final action" by the Planning and Zoning Commission. The County Council, in the case of an appeal, shall make a final determination of the application.

Section 2. Chapter 16, Article IV, Section 16-153. – Subdivision Review Criteria is hereby amended by adding a new subsection (i) as follows:

Sec. 16-153. - Subdivision review criteria.

During the course of its review of any subdivision, the IDRC shall utilize the following criteria in formulating a recommendation to the decision-making authority; and

the decision-making authority shall utilize the following criteria in making a determination of approval, conditional approval or denial:

(a) The development of the property shall substantially conform to the comprehensive plan and shall not be materially detrimental to the health, safety and general welfare of the County.

(b) Except for the R-E and R-A zoning districts and developed areas where it is determined by the utilities manager that it is economically unfeasible to extend sewer lines, all subdivisions must be served or be capable of being served by all public utilities.

(c) Provisions shall be made for the safe ingress, egress and circulation of vehicles, bicyclists and pedestrians.

(d) Adequate provisions shall be made for accepting expected drainage from other properties, for controlling drainage on the site and for directing it to the storm sewer or drainage system, including considerations for impact on downstream properties. The County engineer shall approve, disapprove or recommend modifications to the storm drainage plans.

(e) The necessary easements shall be provided for both existing and proposed utilities in an acceptable manner to the County engineer and utilities manager. Development of the property shall be in accordance with adopted utilities department plans and specifications.

(f) Outdoor activity areas, parking lots, outside storage areas, outdoor lighting, or other features or uses of the site or structures shall be adequately screened or otherwise controlled to effectively mitigate conflict with existing or potential adjacent land uses.

(g) The capacity of those public services and facilities required to serve the proposed development (including but not limited to water, sanitary sewer, electricity, gas, storm sewer, streets, etc.) shall be adequate, or made to be adequate if improvements are required.

(h) The subdivision is planned to retain as much as possible, all natural features such as watercourses, natural vegetation, terrain, existing structures, historic sites, archaeological sites, and other community assets, which if preserved, will contribute to the overall appearance and quality of life in the County of Los Alamos. If the property is designated on the County zoning map as a hillside area, the subdivision shall comply with the hillside development standards (section 16-576).

(i) Addresses and Road names shall be in compliance with the standards as described in Chapter 34, Article IV, and shall be included on the original submission of the plat application.

Section 3. Effective Date. This Ordinance shall become effective thirty (30) days after notice is published following its adoption.

Section 4. 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 5. 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: (Seal)

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

NOTICE OF CODE ORDINANCE NO. 02-287

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 Code Ordinance No. 02-287. This will be considered by the County Council at an open meeting on Tuesday, August 28, 2018 at 6:00 p.m., 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 CODE ORDINANCE NO. 02-287

AN ORDINANCE ADOPTING A NEW ARTICLE TO BE ADDED TO CHAPTER 34, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, TO BE DESIGNATED ARTICLE IV AND ENTITLED "ADDRESSING AND ROAD NAMING," AND AMENDING OTHER PROVISIONS OF THE CODE TO BE CONSISTENT THEREWITH

Council of the Incorporated County of Los Alamos

By: /s/ David Izraelevitz, Council Chair

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

Publication Date: Thursday, August 9, 2018



County of Los Alamos

Staff Report

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: C.

Index (Council Goals):

Presenters: Joanie Ahlers, Economic Development Administrator

Legislative File: OR0830-18b

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 move to approve, 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 Verbad 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 the approval 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 sits 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 20,959 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 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.

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 possible intersection and signal improvements. The current estimate for a signalized intersection will be approximately \$350,000-500,000. 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 for pedestrian improvements by residents and businesses that occupy the south side of Trinity. The improvements are a life safety issue with the increased traffic generated by the Atomic City Transit stop, the new Starbucks, and other future commercial expansion the need for for pedestrian access to Ashley Pond park is growing.

Alternatives

Council could choose to not approve 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

B - Notice of Publication

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 **REMEDIES 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

NOTICE OF ORDINANCE NO. 686

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. 686. This will be considered by the County Council at an open meeting on Tuesday, August 28, 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. 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.

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, August 2, 2018



County of Los Alamos

Staff Report

August 28, 2018

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 1)

Index (Council Goals):

Presenters: Harry Burgess, County Manager

Legislative File: 11073-18

Title

County Manager's Report for August 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 - August County Manager's Update

County Manager's Monthly Update

LOS ALAMOS COUNTY

AUGUST - 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.

COMMUNICATIONS & PUBLIC RELATIONS DIVISION

The PIO supported the launch of MUNIS in the month of July with public outreach. Staff from various departments and the Change Management Team had a table set up in the lobby to help customers in order to assist the Customer Care Center in the first two weeks of implementation. Work continues this month on a variety of seasonal items such as ads and materials for the County Fair and Rodeo, Council's Meet/Greet tent at the Fair, and preparing for the Season of Arts and Culture booklet being published soon. Data was collected for Graphic Design and Photo/Video work orders at the close of FY18. A total of 890 work orders for departments and elected officials were processed through C&PR from June 1, 2017 through June 30, 2018. The bulk of these orders (762) were for graphic design of brochures, booklets, ads, flyers, rack cards or other related items. The PIO is supporting the DOE/NNSA project for the NM502 and NM4 road construction project by sharing out press releases through County channels. The PIO has provided input on outreach plans for a variety of projects such as the HVAC Library Construction project and other Council items such as outreach for populating the new community development advisory board. The PIO assisted Economic Development with scope of work and deliverables related to the consultant working on the Brand Action Plan. Work with the Discoveries Action Team (DAT) continues to be supported by C&PR through meeting facilitation, public outreach and advertising. The next DAT meeting is August 16 at 11 a.m. at Fuller Lodge.

COMMUNITY SERVICE DEPARTMENT

Aquatics

Splash-N-Dash – July 11th, 72 participants, 384 visits:

Adults and youth enjoyed these mini contests to prepare triathletes for the annual Los Alamos Triathlons.



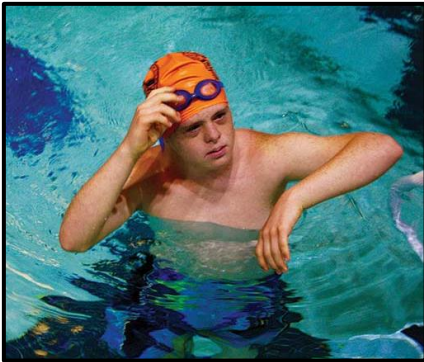
Rocket Fueled Family Fun Night – July 13th, 40 participants:

This year's event included diving for treasure (coins), the bounce house, and a cannonball contest with great prize bags for the winners.



Special Olympics – July 16th, 50 participants & 75 spectators:

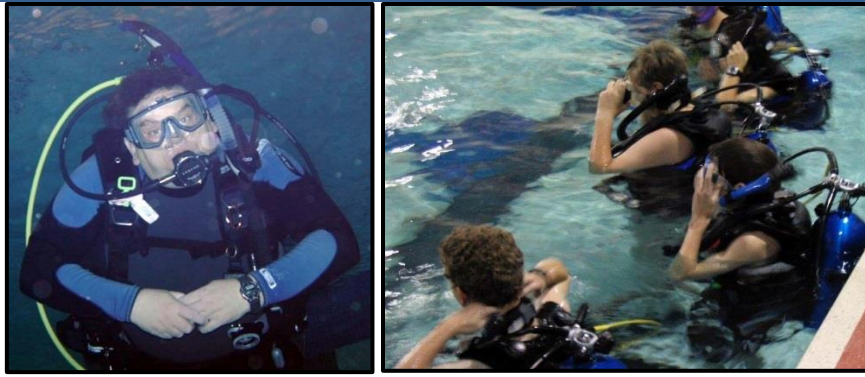
The Walkup Aquatic Center played host to swimmers from across northern New Mexico who came together to compete at this meet which was the culmination of a year's worth of hard work and training. Each event was timed, competitive, and every race ended in big smiles from both the competitors and spectators.



Scuba Diving Certification – July 20th & 21st, 5 participants

A PADI Open Water certification class was held at the Aquatic Center. This is an introductory course to scuba diving, and participants first get to try out their skills in the pool before heading out to open waters.





Shark Week – July 22nd – 27th, 60 participants:

The Aquatic Center was taken over by shark floats in the pool, and for those who didn't want to go in the water with the scary beasts, shark movies and popcorn were available on Tuesday and Wednesday in the classroom.



Recreation

4th of July Activities at Overlook Park – July 4th, 500+ participants:

Water balloons, a 7-foot unicorn sprinkler and other sprinklers, giant games, hot dogs, popcorn and cold refreshments rounded out alternative 4th of July activities at Overlook Park.





Mud Volleyball Tournament – July 7th, 120 participants & 60 spectators

It was a beautiful day for 12 teams to compete for the title of Mud Volleyball Champion. “Team Spuds” went all the way to take this very tough tournament from some equally competitive teams.



ScienceFest – July 11th – July 15th

This community signature event kicked off with a Movie in the Park at Ashley Pond with over 300 attendees. This was followed by multiple activities around town throughout the week, Festival Day in downtown Los Alamos on Saturday, and wrapped up the festivities with a viewing of “The Martian” on Sunday Night at Bathtub Row Brewing.



King of the Hill RC Race Series – July 13th – 15th, 30+ drivers and 75+ spectators:

The Overlook Park RC track, or, Overlook Raceway, was packed full of cars, crews and spectators from New Mexico and Colorado.



Movies in the Parks – July 18th, 180 participants:

Library Services hosted the showing of “Coco” at Urban Park with stories and crafts before the movie.



Rio Arriba County Fair Outdoor Movie – July 25th, 160 participants:

The Los Alamos County Fair and Rio Arriba County Fair committees have been working together to allow LAC 4-H participants to join the Rio Arriba 4-H and show their animals. As part of this collaborative relationship the committees also worked together to bring an outdoor movie to the Rio Arriba Fair.



Border Wars RC Racing Series – July 26th – 29th, 40+ drivers and 100+ spectators:

The “Overlook Raceway” hosted the second race of a five race series moves between Colorado (Longmont & Colorado Springs), Texas (Amarillo & El Paso), and New Mexico (Albuquerque & Los Alamos).



Los Alamos Triathlons – July 28th, LA & JR Tri – 163; Kids Tri – 51 participants:

Another great race day with participants ranging from 3 to 77 years old. Thank you to everyone who helps support this race including the Los Alamos Police Department, Traffic & Streets Division, the Los Alamos Auxiliary Fire Brigade, and the many community volunteers.





Los Alamos Summer Concert Series – July 6th, 13th, 20th & 27th, 160 participants:

The summer rains may have dampened a few nights, yet concert goers continue to enjoy the music and vendors.



Golf

New Tee Line, Top Dressing & Greens Rolling – 100% Complete:

Maintenance staff continues the upkeep of the Course for daily and tournament play, and installed the new tee line on the Golf Course driving range.



Parks

Wind Sculptures at Mesa Public Library – 100% Complete:

Parks Crews installed the Wind Sculptures created by Mark White Fine Art in Santa Fe, at Mesa Public Library near the Skate Park. These pieces acquired through the County's Art in Public Places Board.



Guaje Pines Columbarium & Landscaping – 100% Complete:

Construction of the columbarium, a structure where urns will be stored, is complete. The compartments that hold the urns, will be available for purchase in the coming months.



Open Space

Secondary Trailhead Kiosks – 100% Complete

Two secondary trail kiosks were installed at Los Alamos Mesa and Kwage Mesa trailheads. Next steps are to install updated trailhead maps.



Los Alamos County Fire Restrictions – July 19th, Back to Baseline Restrictions:

NEWS RELEASE



Jeff Wetteland,
Fire Marshal
505.662.8305
jeffery.wetteland@lacnm.us

LOS ALAMOS

Los Alamos County Fire Department

999 Central Avenue, Suite 200
Los Alamos, NM 87544
P 505.662.8305 F 505.662.8302
losalamosnm.us

FOR IMMEDIATE RELEASE

Los Alamos County Fire Restrictions

Los Alamos, New Mexico—

Baseline Restrictions:

- Fireworks and incendiary devices are never allowed on federal public lands.
- Outdoor burning on public land in Los Alamos County is only allowed in approved fire rings at Camp May Campground.
- National Parks, Monuments, Preserves and Wildlife Refuges host year-round fire restrictions. Contact Bandelier National Park and Valles Caldera if you plan to visit for specific restrictions.

Follow the USFS and NM State Forestry Restrictions when outside of the municipality of Los Alamos. Visit www.nmforestry.com or <https://firerestrictions.us/> for more information.

Library



Tatiana Klimov Art Opening – July 12th, 262 attendees:

The Gallery has had more than 1,100 visitors in July. This show will be the last one in the Upstairs Art Gallery until Mesa Public Library reopens after the library improvements project.

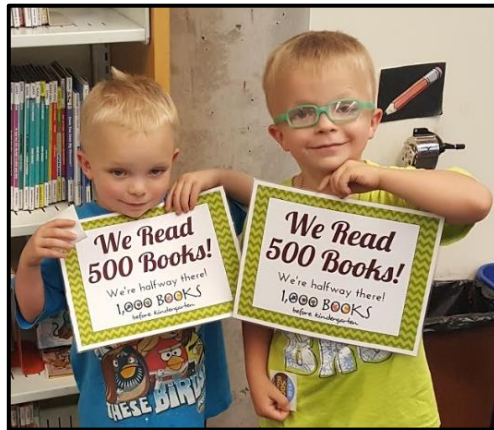
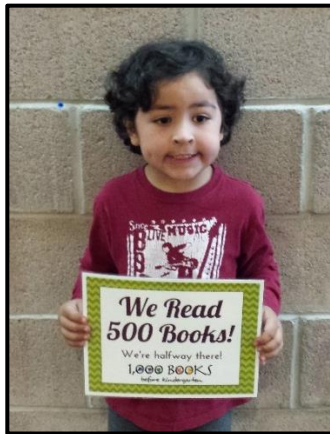
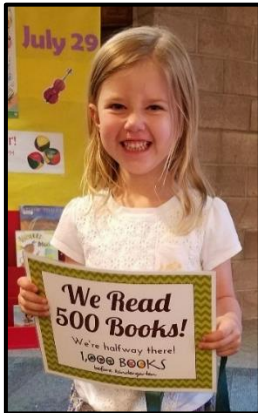
Summer Reading, 2,103 people attended programs in July:

21 special programs for children, youth and teens were added to the 28 regularly scheduled programs in July. Hundreds of happy kids and their families took part in programs called “Iconic” (for fans), “Llama, Llama,” “Unplugged” and “Who Was” (a biography program). Joy Charles and Melissa Mackey were joined by world-renowned trumpeter Jon Barnes to present a live music Family Dance Party on July 26. 59 people attended the Family Dance Party.



1000 Books Before Kindergarten:

229 children have registered with our 1000 Books Before Kindergarten program, and of those 29 have reached the half-way point in their reading journey.



Art Camp Students – July 25th & August 1st, 17 attendees:

Two classes of young architecture students from Fuller Lodge Art Center's Art Camp visited Mesa Public Library in July.



Hogwarts Day – July 28th, approximately 500 attendees:

People of all ages attended the fun celebrations at Mesa Public Library. Staff and volunteers made a massive effort to entertain the masses.



HVAC Project:

Considerable construction work was accomplished in front of Mesa Public Library on July 24th through 27th. Patrons enjoyed watching the precision work of the operator as he dug a very deep hole where the air intake for the new heating and air-conditioning units will be located.



Social Services

Fused Glass Art Workshops at the YMCA Teen Center – July 11th & 25th, 13 participants:

Glass art instructor Joanne Kozuchowski brings to the classroom over 12 years of experience working with glass. She is a strong proponent of art as a way to decompress and express oneself. She leads a relaxed, welcoming workshop where teens can feel free to follow their imagination and work at their own pace.



Cultural Services

Summer Family Evenings at the Nature Center

- July 11th – Los Alamos Makers, 42 attendees



- July 18th – Goats, 230 attendees



- July 25th – Harrell House of Natural Oddities, 110 attendees



Electric Vehicle Show at the Nature Center, July 14th, 350 attendees



Construct Your Own Virtual World, July 13th, 68 attendees:

Councilor Rick Reiss's son spoke about video game creation during this event at the Nature Center.



COUNTY CLERK

Outreach and Education – Voter Registration Drive Night at Movies in the Park

On June 27 County Clerk Naomi Maestas, with Elections Manager Gloria Maestas and Deputy Clerk Victoria Martinez, in conjunction with the Recreation Division of the Community Services Department, held a voter registration drive event at Movies in the Park. Clerk Maestas and staff manned a table, gathering voter registrations and providing information on the upcoming General Election and all other services provided by the County Clerk's Office.



Outreach and Education – Fourth of July Naturalization Ceremony at Bandelier National Monument:

On July 4 County Clerk Naomi Maestas, with Senior Deputy Clerk Francella Montoya, were honored to attend this year's Naturalization Ceremony at Bandelier National Monument, where they witnessed the swearing in of new citizens and provided voter registration services.



Outreach and Education – International Association of Government Officials (iGO):

County Clerk Naomi Maestas attended the 2018 iGO Annual Conference in Reno, Nevada July 18-20. Clerk Maestas had the honor of carrying in the New Mexico state flag during the opening ceremonies, and was able to network and share ideas with colleagues from across the U.S. and internationally. *(shown below with Denver's Director of Elections Amber McReynolds)*



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.

🚦 The July 12th Transportation Board meeting was cancelled.

Airport Division

Perimeter Fence Project:



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. Due to recent increases in steel prices, the apparent low bid amount was more than available grant funding. Airport staff is working with the FAA and NMDOT to secure additional funding and/or rescoping of the project. If funding/re-scoping is successful, construction is expected to begin later this fall and completed by the end of the year.

New Aircraft Hangar Construction:



Hangar construction was temporally delayed due some changes in the International Building Codes requirements for wind loads. The county contracted the necessary engineering analysis and submitted the results to the state. The state has determined the building meets the applicable requirements and has reissued the building permit. Construction has resumed is the project is expected to be completed by the end of the summer.

Mowing Operations:



Tall vegetation on an airfield attracts wildlife that can be hazardous to aircraft operations. The USDA noted in its February 2017, Wildlife Damage Management Technical Series, "Collisions between aircraft and wildlife (wildlife strikes) are common occurrences. Wildlife strikes are not only numerous, but also costly. Estimates suggest that wildlife strikes cost the civil aviation industry in the U.S. up to \$625 million annually, and nearly 500 people have been killed in wildlife strikes worldwide. Most wildlife strikes occur in the airport environment: 72 percent of all strikes occur when the aircraft is 500 ft or less above ground level, and 41 percent of strikes occur when the aircraft is on the ground during landing or takeoff. Thus, management efforts to reduce wildlife hazards are focused at the airport." The most effective technique for reducing wildlife hazards at airports is reducing/controlling attractants. Therefore, in an effort to mitigate wildlife hazards, Streets and Airport staff conduct frequent mowing operations on the airfield throughout the growing season.

Custodial Division

- ✚ The Custodial Division supported 226 events during the month of July.
- ✚ Our vacant custodial position was filled on July 16 so our division is now fully staffed.
- ✚ The wood in the Justice Center courtrooms was treated and resealed.
- ✚ Two staff assisted with another successful ScienceFest which for the first time had their beer garden and booths on the patio and grass at Fuller Lodge.

Engineering & Project Management Division

Server Room Cooling Improvements:

This project improves the reliability of the server room cooling. The curtains that separate the hot side and the cold side of the server racks were installed in February. The controls work was completed early April. The engineer analyzed the performance data after the modifications were made to the server room and controls to see if installing the bypass valve in the condensing unit would be warranted. The purpose of the bypass valve is to reduce compressor cycling. It was determined that these valves would be installed. This installation has been delayed due to the contractor's staff availability. The valves will be installed on August 1st and then August 8th on each of the two condenser units. To ensure redundancy of the cooling system, a week has been included between each installation to confirm a smooth operation before working on the second cooling system.

Municipal Building HVAC:

The work on improving the restrictions in the HVAC ducts started on July 3rd on the 1st floor at Customer Care. Customer Care staff was relocated into the Boards and Commissions Room. Staff was initially stationed in the lobby to help direct the public to Customer Care. Service has carried on as usual with no disruption in service. Work is being carried out at night and on weekends to install an additional duct Customer Care and in the Community Development Department and Public Works suite. Beginning on July 25, the contractor will be working on the 3rd floor in three locations. Work is planned to continue on nights and weekends to avoid interference with normal business hours and not disturb employees with the construction noise and the occasional need to shut down the HVAC to work in the ducts. Jaynes is about a week ahead of schedule and is expected to complete the work mid-August.

Fire Station 6 Restroom Remodels:

The restrooms at Fire Station 6 (Airport) will be refurbished as it has been a little over 10 years since they were last re-done and are looking worn. Riskin and Associates, one of the County's on-call architects, completed design. Staff is holding off on advertising the project until FS3 is underway to see if any funding will be needed or if FS6 can move forward. This should be decided by October hopefully.

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 awarded to Kha'po construction by Council at the July 10th meeting. Paper work is in the process and a Notice to Proceed is pending, work is anticipated to begin in late August/early September.

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. Work is scheduled to begin on the new air intake and possibly for the new electrical service the week of July 23. 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 (Fuller Lodge 2nd Floor West Wing for Youth Services and White Rock Branch Library) in anticipation of the August 20th closure date. Some programs will occur in Fuller Lodge, others at the WRBL as well as Ashley Pond bandstand. 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. Temporary measures were put in place to maintain the proper temperature for the computers. Trane was contracted through the County's On-Call Contractor contract to remove the inoperable AC units and replace them with a new and larger unit. Work was completed in July.

Canyon Rim Trail Phase 3:

The easements for DOE property along the preliminary alignment were approved by Council on March 22nd. The County has been working with the consultant to prepare to obtain easements with the private owners within the project limits between Knecht Street and the 20th Street Extension. A presentation was made on July 11th to the membership at the American Legion, one of the properties where an acquisition is needed. We anticipate a response from them in August following their next board meeting.

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 was held on April 26 to begin the design process for this project. Preliminary Alignments have been received by staff. The first public meeting was held July 26th at the Arts in Public Places Board, followed up by a presentation to the Transportation Board and Parks & Recreation Board in early August to discuss the scoping report and conceptual design.

North Mesa Phase 2 Improvements (Cumbres del Sol Subdivision):



The North Mesa pavement rehabilitation project is located on Camino(s) Manzana/Mora/Cereza. The project entails new compacted base, new asphalt throughout, and intermittent concrete sidewalk, drive pads, curb & gutter, ADA curb ramps, as needed. Construction began the week of July 9, 2018 and Star Paving worked on removing drive pads, sidewalk and curb & gutter along Camino Mora and Camino Cereza. Concrete was poured on Friday July 20, 2018. Juan Rael, Project Manager met with several residents within the project limits to explain the impacts in front of their residences. 48-hour notice is given to those residents affected by the drive pad construction. Demolition and new concrete will continue along

Camino Mora and Camino Cereza before moving to Camino Manzana. The concrete work will be first on all streets, then the milling and paving operation will commence. Asphalt milling is anticipated to start in late August.

DP Road and Utility Infrastructure Improvements Project:

The USDOT BUILD (Better Utilizing Investments to Leverage Development) Grant application was submitted on July 19, 2018, for the DP Road and Utility Infrastructure Improvements Project. The request was for \$5 million for new asphalt road surfacing, pavement markings, concrete sidewalks, curb and gutter, ADA curb ramps, drive pads, storm drains, street lighting, and landscaping improvements. One million dollars was also requested for the replacement of the existing utilities (gas, water and electric) that will be impacted by the roadway construction. The grant awards are scheduled to be announced by December 18, 2018.

Future Projects:

- NM 4/East Jemez Rd. (Truck Route) Intersection: Staff continues to work with DOE, NMDOT Bandelier, and Army Corps of Engineers to program, design and construct intersection upgrades to improve capacity and safety. The USACE has entered into a design contract with Bohannon Huston, a civil design consultant, to study and design the intersection. A follow-up meeting with all stakeholders is expected to be held in mid-August.
- 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. The County awaits further information from NMDOT management on the future of the project.

Environmental Services Division

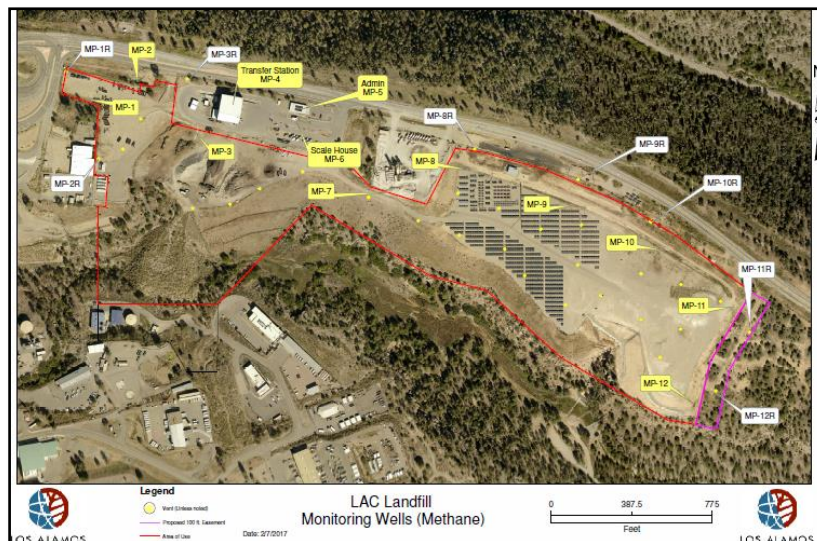
Los Alamos County Landfill Gas (LFG) Update:

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 Gas Collection and Control System was started up on July 13, 2018, and is designed to keep methane gas from migrating off site.



This is a summary of results for June 2018 methane monitoring for the Los Alamos County closed landfill.

1. The monitoring probes near the boundary of the landfill ranged in methane concentrations from 0.0 (MP-10R) to 10.5 (MP-11R) percent gas in air. Only Probe MP-11R exceeded the 5 percent gas in air limit this month.
2. The LFG vents and gas probes previously monitored and tracked during our monthly compliance monitoring at Los Alamos are not part of this month's data. These extraction locations have been recently decommissioned in preparation for the site's transition to the permanent GCCS system scheduled for startup on July 10, 2018.



Curbside Yard Trimmings Roll Cart Update:



The yard trimmings roll cart program began on July 9, 2018. Environmental Services staff delivered over 2,500 roll carts, this is nearly 35% of the residential customer base. By implementing the yard trimming roll cart, Los Alamos residents have an opportunity to divert 14% of our waste stream from the landfill each year. The diversion efforts have the potential to divert 1,107 tons of yard trimmings annually and will reduce hauling and disposal costs, greenhouse gas emissions, and provide high-quality garden and landscaping materials for residents.

The first week of collection Environmental Services collected over 17 tons of yard material and is expecting that number to

increase as the program expands.

Training:

Environmental Services staff participated in an Asbestos Awareness training provided by DC Environmental. The training was provided to ensure staff had the knowledge and training to identify asbestos containing material before it is brought to the transfer station for disposal.

Recruitment:



We would like to welcome our new operator Isaac Quintana to our team.

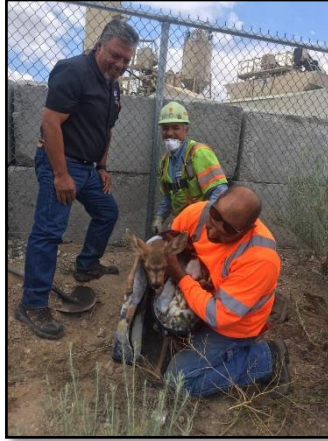
2018 Science Fest:



On July 18th Environmental Services hosted a booth at Science Fest. Below members of the Environmental Sustainability Board educated the public about the road to zero waste. Zero Waste is a new initiative Environmental Services is promoting in an effort to reduce the amount of waste sent to the landfill.

Wildlife:

Lead Equipment Operator Derrick Voight and Senior Equipment Operator John Mascarenas rescued a deer fawn that was stuck in the fence between the landfill and Los Alamos Transit Mix. We would like to thank Derrick and John for their kind action



Residential Sustainability Report



Residential Sustainability Report

Service Period: June 2018

Recyclables Collected: 85.26 tons
 Trash Collected: 437.29 tons
 Yard Trimmings Collected: 33.37 tons
 Total Material Collected: 555.92 tons



LOS ALAMOS

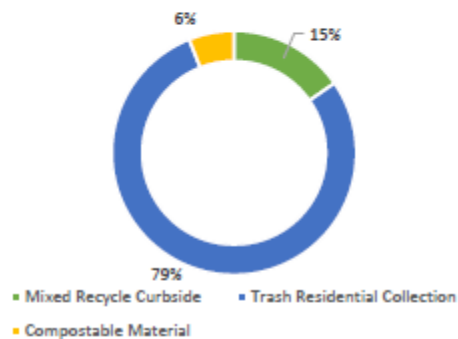
Monthly Collection Report

May Diversion Rate: 17%

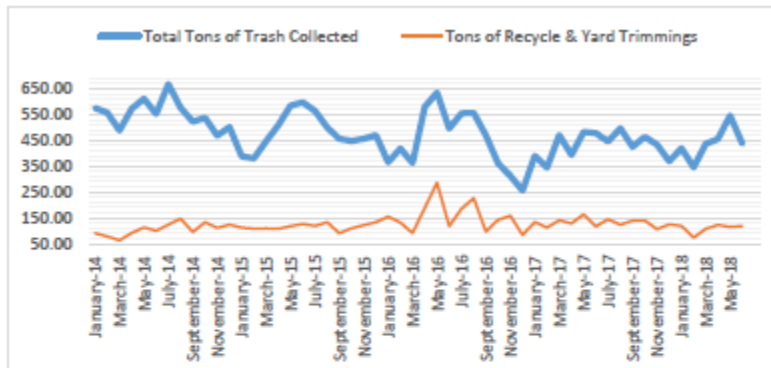
June Diversion Rate: 21%

A 23% Increase in Diversion

The *diversion rate* is the percent of materials recycled and composted.

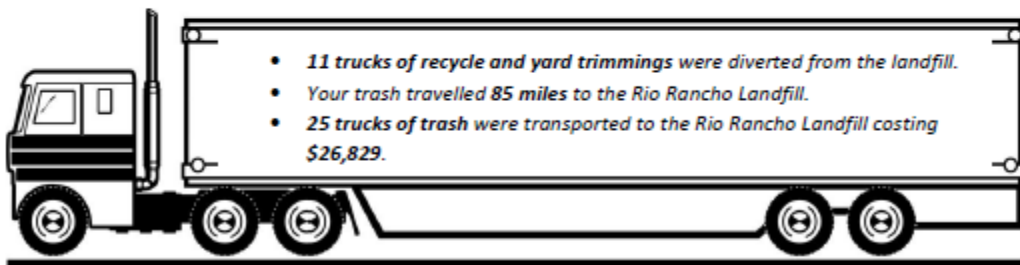


Month by Month Recycling Comparison



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 yard trimmings 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

Airport Hangar Electrical System:



Facilities Division electricians are working to make modifications to the electrical system in an existing airplane hangar recently purchased by the County. The work will not require new fixtures or outlets - but conduit and new connectors are being installed to bring the facility up to current electrical code.

Pajarito Complex Security Gate:



An automated operator has been installed on the new gate designed to better secure PCS buildings #1, #4, and #5 located outside the yard. The gate is now programmed for automated closure to prevent entry during the overnight hours and on weekends. Vehicles needing to exit from within the gate can now do so without the need to stop and unlock the chain previously used to secure the gate after hours.

Golf Course Patio Enclosure Repair



The patio enclosure at Cottonwood on the Greens suffered damage from a burst of extremely high wind such that the pictured exit door was completely blown off the frame and several windows in the canvass siding were stressed to the point of beginning to tear apart. Facilities Division staff worked to purchase the necessary hardware to repair the door and reinforced stitching was done to the canvass around window areas where necessary.

Mesa Library Elevator Refurbishment:



Concurrent with the HVAC renovations to occur during the Mesa Library closure (beginning on August 20th) the elevator that has serviced the building since its opening will be completely refurbished with new mechanical equipment and technology. The process will take three to four weeks, but since the timing will coincide with the planned closure, patrons will not be inconvenienced by this needed improvement.

Fleet Division

New Trucks:

Environmental Services received two new trucks in July. The new trucks will be utilized for route collection including collection of the new yard trimmings roll-carts. In the coming weeks the trucks will be adorned with art from the winners of the competition held through Los Alamos Public Schools.



A new attachment for the Airport tractor was received, it will be used to keep the runway clear of dust and debris.



Two bikes have been added to the Bike at Work Fleet. These two bikes were acquired by Jon Bulthuis and repaired/painted by John Roberts. We are currently have a total of five bikes and building up the fleet gradually. These bikes are placed at the Municipal building for now but can be located to other County Facilities as needed.

Traffic & Streets Division



Crews installed signs and pavement markings at the new Atomic City Transit stop at East Jemez Road.



Crews were up early installing pavement markings on Diamond and Central. Traffic Electricians have continued with the ACT shelter lighting project. They trenched for conduit at a bus shelter on Sherwood.

Traffic Electricians transported more streetlight poles to and from Albuquerque for powder coating. This is part of the Central Avenue lighting project. An accident occurred on Central Ave. near the aquatic center that damaged two of the poles which have been replaced. One of the poles was able to be salvaged and re-powder coated, the other was damaged beyond repair.



In response to a citizen request, Streets crew cleared a drainage easement at the end of San Juan on Barranca Mesa.

Crews assisted GWS with a water main break on Arizona Crews resumed construction efforts for the airport hangar on Wednesday, July 18th.

Pavement Preservation Program – Material has been delivered in anticipation of crack sealing operations starting in White Rock.

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.

Additional ridership numbers for the month of June are available. A total of 21,122 trips and 13,771 miles were performed for the month of June. For the 2018 Bandelier season a total of 33,401 trips have been performed.

*Keep your ride simple...
Get on the Bus!*

Dump the Pump
JUNE 21, 2018
RIDE PUBLIC TRANSIT

Now it's even easier to dump the pump and ride on Atomic City Transit with the new ACTracker!

- FIND your bus on our service map in real time
- SIGN UP for service and departure alerts
- LOCATE the nearest bus stop

Download the ACTracker "myStop" app for iPhone, or go online to www.AtomicCityTransit.com from any mobile device or computer and click on the ACTracker link.

ACTracker
AtomicCityTransit.com

661-RIDE (7433)

One June 21, 2018, Atomic City Transit celebrated "Dump the Pump" day, promoting the use of public transportation. Thank you Los Alamos County riders.

Science Fest was held July 14, 2018 with ACT providing shuttle service around the downtown area to include the Nature Center.

Date	Route	Adult	Student	Senior	Bike	Lift	Unlinked Passenger Trips
7/14/18	Science Fest	37	18	-	-	-	55
7/14/18	Total Ridership	37	18	-	-	-	55



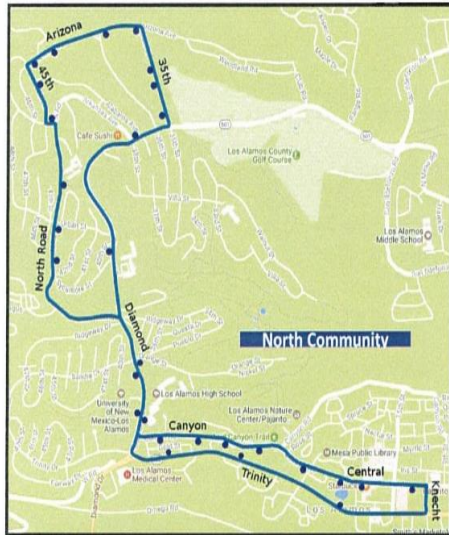
On April 5, 2018 the Transportation Board approved phase one of Atomic City Transit Bus Stop Improvement Plan.



With hard work from the Public Works, Engineering Division, phase one is starting with Route 6, specifically bus stops located on San Ildefonso Rd.

Route 6 - Bus Stop #336 (San Ildefonso Rd. & Camino Redondo). Additional improvements will continue with Route 2T in the White Rock area.

2018 Friday Night Concert Bus Service

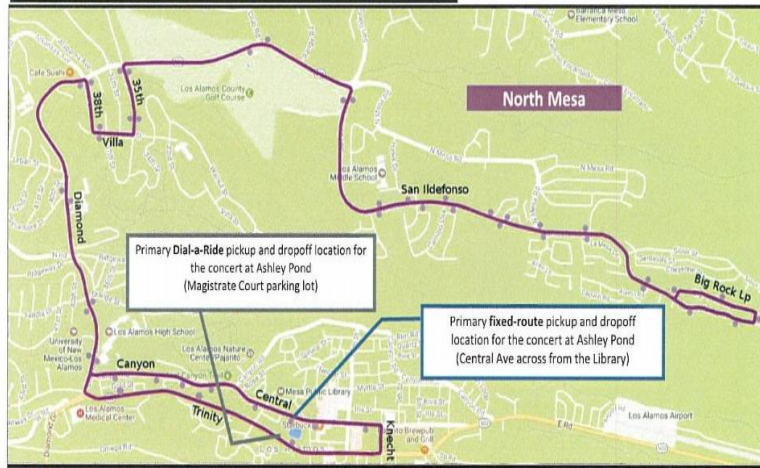


North Mesa										
Central & Mesa Library	Central 15th	Trinity 20th	Diamond & Orange	Villa 37th	San Ildefonso & Mid School	Stoneview & Big Rock Lp	San Ildefonso & Mid School	Villa 37th	Diamond & Sandia	Canyon & Gold St
						6:21 p	6:25 p	6:29 p	6:32 p	6:33 p
						6:51 p	6:55 p	6:59 p	7:02 p	7:03 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	7:31 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	8:01 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	8:31 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	9:01 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	9:31 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	10:01 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 by 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		



LOS ALAMOS
where discoveries are made

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 served by a fixed route buses. Contact the Atomic City Transit administrative office at (505) 661-7433 to request a ride.

White Rock									
Central & Mesa Library	Central 15th	SR 4 & Sherwood (Visitor Center)	Grand Canyon & Sherwood	Aragon & Rover	Grand Canyon & Meadow	Sherwood & Post Office	Trinity 20th	Central & Mesa Library	
7:40 p	7:41 p	7:54 p	7:58 p	8:00 p	8:02 p	8:07 p	8:22 p	8:23 p	
8:25 p	8:26 p	8:39 p	8:43 p	8:45 p	8:47 p	8:52 p	9:07 p	9:08 p	
9:15 p	9:16 p	9:29 p	9:33 p	9:35 p	9:37 p	9:42 p	9:57 p	9:58 p	
10:05 p	10:06 p	10:19 p	10:23 p	10:25 p	10:27 p	10:32 p			



Funding provided by the Los Alamos DWI Planning Council

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.

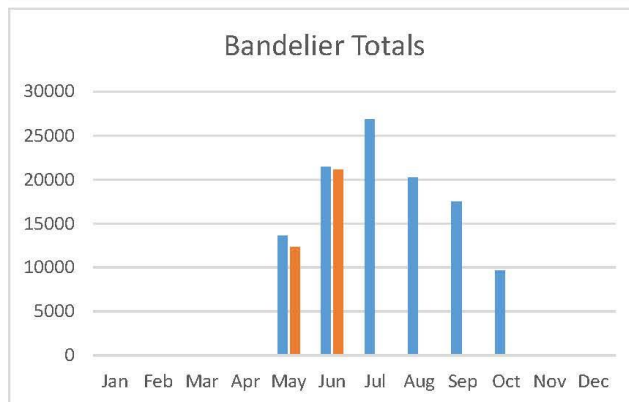
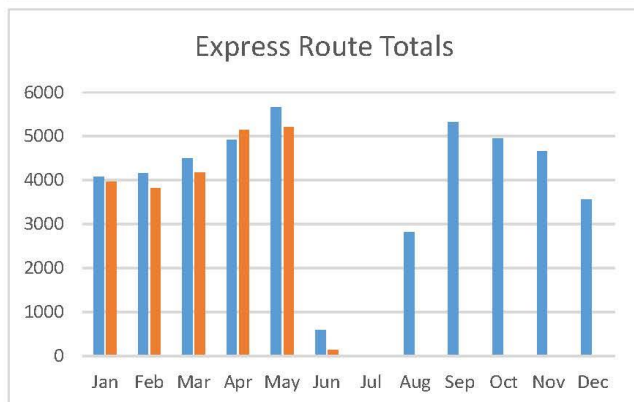
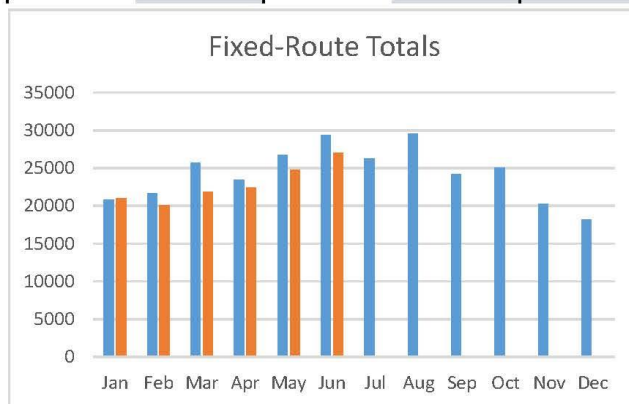
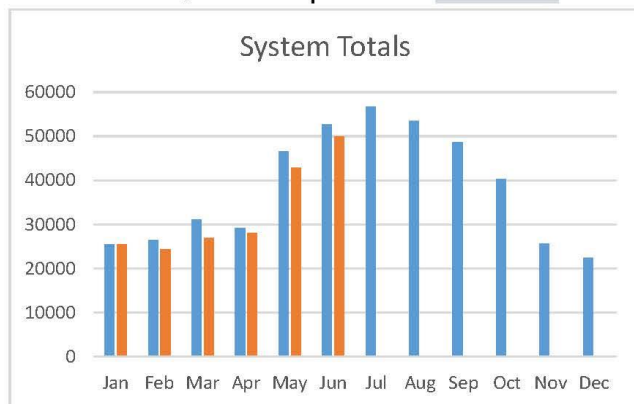
Date	Route	Adult	Student	Senior	Bike	Lift	Unlinked Passenger Trips
5/25/18	Concert Total	36	15	13	-	-	6
6/1/18	Concert Total	48	36	9	-	-	9
6/8/18	Concert Total	76	48	2	1	1	128
6/15/18	Concert Total	48	41	8	1		98
6/22/18	Concert Total	78	16	1	1		96
6/29/18	Concert Total	38	32	3			73
7/06/18	Concert Total	49	40	4	3		96
7/13/18	Concert Total	11	10	1	3		25
7/20/18	Concert Total *canceled due to rain	24	8	1			33



June 2018 Ridership Report

LOS ALAMOS

Route	June Trips			Jun. Rev. Miles		Jun. Rev. Hours		YTD Trips
	2017	2018	% Chg	2017	2018	2017	2018	2018
1 Downtown	9,336	8,151	-12.7%	3,965	3,785	328.5	313.6	32,685
2M White Rock - Main Hill	3,804	3,350	-11.9%	7,895	7,537	297.7	284.2	15,439
2T White Rock - Truck Rt	2,431	2,068	-14.9%	7,285	6,954	287.1	274.1	9,788
2P White Rock - Peak	-	350	0.0%	-	314	-	53.6	2,715
3 Central / Canyon	3,413	3,020	-11.5%	5,591	5,337	279.4	266.7	17,189
4 North Community	3,104	3,208	3.4%	4,051	3,867	286.0	273.0	15,330
5 Barranca Mesa	1,915	1,660	-13.3%	4,451	4,249	283.4	270.6	9,689
6 North Mesa	5,320	5,000	-6.0%	6,306	6,019	426.4	407.1	33,767
Fixed-route subtotal	29,323	26,807	-8.6%	39,545	38,061	2,188.6	2,142.7	136,602
7 North Mesa Expr	309	60	-80.6%	32	16	1.8	0.9	5,856
8 North Community Expr	85	26	-69.4%	13	6	0.9	0.4	4,011
9 Aspen Expr	81	34	-58.0%	10	5	0.7	0.4	3,939
10 Barranca Expr	63	-	0.0%	17	8	1.0	0.5	4,943
11 White Rock Expr	48	8	-83.3%	34	17	1.3	0.7	3,664
Express route subtotal	586	128	-78.2%	105	53	5.8	2.9	22,413
12 Bandelier	21,444	21,122	-1.5%	13,771	13,973	537.2	545.1	33,401
Dial-a-Ride	93	88	-5.4%	638	769	41.0	45.1	554
ACT Assist	526	420	-20.2%	4,227	3,379	277.6	184.0	2,571
Special Services	649	1,261	94.3%	337	1,806	37.6	98.2	1,611
System total	52,621	49,826	-5.3%	58,623	58,041	3,088	3,018	197,152



■ 2017 ■ 2018

Total Passenger Trips to Date: 4,944,147

COMMUNITY DEVELOPMENT DEPARTMENT

Building Safety Division

Seven (7) commercial permits were issued in July, with a total valuation of \$75,422.00, compared to twelve (12) permits issued in July 2017, with a total valuation of \$143,965.00.

Seventy-four (74) residential permits were issued in July 2018, with a total valuation of \$1,511,246.00 compared to fifty-three (53) permits issued in July 2017, with a total valuation of \$505,690.00.



Contractors Meeting at Fuller Lodge
Tuesday, July 17th

Twenty-two (22) people attended the monthly *Contractors Meeting* on July 17th. A presentation was given by Frank A. Kozeliski of Count on Concrete. The topic of the presentation was "Basics of Reinforced Concrete."

Commercial Updates:

Santa Fe Imaging is finishing up work to get their Certificate of Occupancy



Code Compliance:

Before and after pictures with code compliance intervention



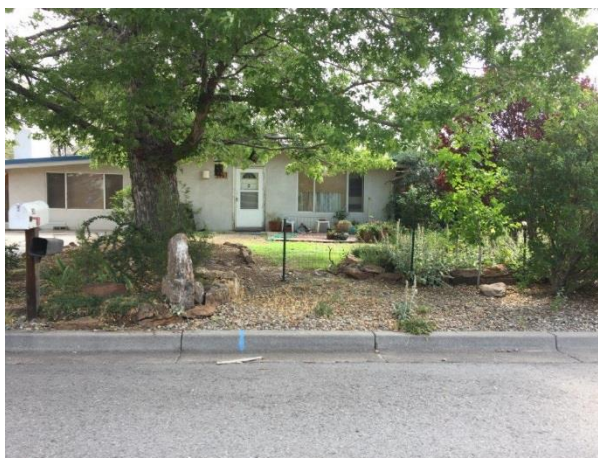
Before



After



Before



After



Before



After

Housing and Special Projects Division



Home Rehabilitation Project (Los Alamos)

Removal of old furnace in preparation for a new unit

Housing Rehabilitation Program (Home Renewal Program):

For the 2017 program, work has been completed on 6 homes and work is underway on 3 other homes. Site visits for eligible applicants for the 2018 program were completed in July by the Los Alamos Housing Partnership. Project scopes will be completed in August and then contractors will be selected.

Homebuyer Assistance Program:

Six home purchases have been completed in July and two more are anticipated for August. Three new applications for down payment assistance are expected to be reviewed by the Loan Review Committee in August. The program's application period will remain open as long as funds are available.

Affordable Housing Multi-Family Development:

The "Canyon Walk Apartments" a planned 70 affordable rental units at 120 DP Road has been awarded low income housing tax credits by the State to be used towards acquiring private financing for the project. It is anticipated that the developer, Bethel Development Inc. will enter into a development agreement with the County this fall. The agreement will include the donation of the land from the County to the project for affordable housing. It is expected that Bethel will submit for a building permit application to begin construction by late 2018 or early 2019.

Planning Division

Planning and Zoning Commission:



P&Z Chair Terry Priestly and Commissioner Ashley Mamula

At their July 25th meeting, the Planning and Zoning Commission (P&Z) reviewed a close-to-final draft of the new Sign Ordinance and bade farewell to Ashley Mamula. Commissioner Mamula, who has served on P&Z for over five years, is temporarily relocating with her family to Washington, D.C.

Business License and Building Permit Review:

Planning Division staff reviewed and acted on 7 Business License applications and 42 Building Permits in the month of July.

Other:

Planning Division staff collaborated with the Engineering Division of the Public Works Department on developing a final draft ordinance for “Addressing and Road Naming,” to be presented to Council in August.

Staff continued to provide support for the A-19/Mirador subdivision prior to recordation of that plat, and worked with developers on pre-application requirements for several other potential projects.

Special Projects Section

Building Safety Division Accreditation:

Provided technical support to Code Compliance and Building Inspectors on the accreditation documents.

Boards and Commissions:

Continued training with Community Services Department staff for the handover of the oversight of the Boards and Commissions to the CDD Department.

Community Development Advisory Board:

Interviews were scheduled for the new Community Development Advisory Board (CDAB). A draft agenda was developed and board member packets for the first meeting were sent out for the first meeting which is scheduled for August 20, 2018.

Business Licenses:

Processed 25 Business Licenses.

ECONOMIC DEVELOPMENT

Branding • The fourth ***Discoveries Action Team (DAT) meeting*** was held Thursday, July 19 at Fuller Lodge in the Pajarito Room from 11AM-12:30PM. The following are some of the key ideas for place making and place marketing:

D.A.T. IDEAS IN ACTION

1. Use Atomic City Transit (ACT) to bring Bandelier visitors to Los Alamos.

ACT Manager Annette Granillo joined the “place making” group to address the group’s quest to expand the Bandelier Shuttle service from White Rock (WR) and Bandelier to include a Los Alamos townsite stop. Annette reported that a ***rack card*** has been developed for Bandelier Shuttle riders that features the bus schedule/routes to Los Alamos, with clear directions regarding transfer times and locations to get visitors to Los Alamos and back to the White Rock Visitor Center. Bandelier Shuttle drivers and

other ACT drivers are being trained to promote and explain the WR-LA service. ACT will be monitoring rack card distribution and customer feedback.

In addition to the rack card, ACT buses are also equipped with an “**annunciator**” system that can be programmed to announce sound bites at key times during the Bandelier Shuttle ride. ACT and the CMO are working with the tourism marketing services consultant to develop the sound bite language to promote attractions, services and experiences “up the hill” in Los Alamos.

2. *Develop a Discovery Trail between Los Alamos and Ghost Ranch*

D.A.T. members are working with CMO staff to explore creation of an itinerary and map of interesting places to visit and experience from the Los Alamos County area to the Ghost Ranch area. Trail development will be coordinated with other efforts, including the statewide Atomic Trail proposed during the last legislative session.

3. *Improve and promote the Los Alamos community event/program calendar services.*

As owners of the current community event/program calendar—fyilosalamos.com—the Los Alamos Commerce and Development Corporation (LACDC) and Los Alamos MainStreet are taking the following steps improve the system.

- Researching new products and vendors to provide a new platform that makes it more user-friendly to both event/program planners and visitors/community members.
- Provide training on new system for event/program planners.
- Use all available media to increase awareness and use of the new community calendar system, including posters, banners, ads and fliers promoting fyilosalamos that will be placed in the MainStreet kiosks, on LA Live ad screens, on overpasses, in print, digital and broadcast media, and through e-blasts to Los Alamos MainStreet, Creative District and Chamber of Commerce lists.
- Explore development of an at-a-click “fyilosalamos.com” button for placement on all attraction/hospitality websites.
- Create an easy-reference printed piece of top 10 events/programs for retail businesses to display or reference.

4. *Use social media platforms to promote the Los Alamos community brand.*

- Partner with Los Alamos High School, after school starts, to challenge students to develop Snapchat filters for Los Alamos community brand hashtags: #livelosalamos, #worklosalamos, #playlosalamos and #staylosalamos.
- “Like/”Follow” and “Share” news and photos, including community brand hashtags, on the Facebook and Instagram sites of colleagues, friends and the general public.
- “Like,” “Follow,” “Share” and “Post” the Los Alamos community brand hashtags on The Iconic White Rock” Facebook page.

The next Discoveries Action Team meeting is scheduled for Thursday, August 16 at the Fuller Lodge Pajarito Room, 11:00 a.m. to 12:30 p.m. Lunch will be served! Contact discover@lacnm.us to indicate your interest and RSVP for lunch so we can be sure to have enough for everyone! Encourage a friend to do the same!

Mark Your Calendar with Future Discoveries Action Team Meetings to be held on the third Thursday of each month over the lunch hour (11AM-12:30PM) at the **Pajarito Cliffs Site in the Building 1 Conference Room**: Sep 20, Oct 18, Nov 15 and Dec 20.

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!!

Los Alamos Film Office • A commercial shoot for Elle (France) magazine, incorporating drone, video and photography, was filmed at White Rock Overlook Point and Pajarito Mountain on August 6-8. **#filmlosalamos**

CALENDAR OF UPCOMING MEETINGS AND EVENTS

Aug 25 – Environmental Services, the ESB and Zero Waste Los Alamos – hosted info booth Bear Festival, 10:00 a.m. – 2:00 p.m., Nature Center

Aug 21 - Council Work Session, 6:00 p.m., Fire Station No. 3, White Rock

Aug 28 – Council Regular Session, 6:00 p.m., Council Chambers

KUDOS & FYI

From: Pauline Schneider [<mailto:Director@losalamosseniorcenter.com>]

Sent: Monday, July 02, 2018 4:04 PM

Thank you all so much. I had the chance to try out a new unit as I drove one of our wheelchair vehicles to Santa Fe on Friday afternoon. The reception on both ends was superb – such a difference! This will make communicating to our White Rock drivers immensely better! Thank you so much!
Pauline & the LARSO Transportation staff

gm

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: yes!

If you would like to add comments or suggestions for improvement, please take a moment to do so:

Very courteous staff!

gm

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 was amazing throughout the entire process. She made getting a permit extremely easy. Thank you and your staff for everything. Very positive experience.

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 NATES & MICHAEL MARQUEZ EXTREMELY 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 = Awesome. Pay her more! Joe = Great Also.
THANK YOU

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

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:



ga

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: (Lenora Maes) A++

Customer service by CDD staff today is a: _____

The knowledge of the CDD staff is a: Very good & very professional

My issue was resolved in a respectful and courteous manner: Yes!

If you would like to add comments or suggestions for improvement, please take a moment to do so:

I haven't had to come into the County very often, but every time I have all the staff has been very professional.
I am very pleased with the county.

ga

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.