



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Agenda - Final County Council - Regular Session

*Sara Scott, Council Chair; Pete Sheehey, Vice-Chair; David
Izraelevitz; Antonio Maggiore; James Robinson; Randall Ryti;
and Katrina Schmidt, Councilors*

Tuesday, February 19, 2019

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. [11563-19](#) Community Development Department International Accreditation Service Award and Presentation

Presenters: Paul Andrus, Community Development Director

Attachments: [A - IAS Certification](#)
[B - Accreditation Promotes Top Notch Service](#)

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

February 19, 2019 Consent Motion:

Consent Motion -

- A. [11562-19](#) Annual Road Mileage Certification for the New Mexico Department of Transportation.

Presenters: Philo Shelton, Public Works Director

Attachments: [A - Road Mileage Certification Letter](#)
- B. [11624-19](#) County Council Minutes for February 5, 2019

Presenters: Naomi Maestas

Attachments: [A-County Council Minutes for February 5, 2019](#)

8. PUBLIC HEARING(S)

- A. [OR0848-19b](#) Incorporated County of Los Alamos Ordinance No. 691; An Ordinance Amending Ordinance No. 592, Which Adopted An Economic Development Project for Public Support of NMC, Inc., A New Mexico Non-profit Corporation Operated, Supervised or Controlled By the New Mexico University Research Consortium, Pursuant to Ordinance No. 543

Presenters: Harry Burgess

Attachments: [A - Publication Notice.pdf](#)
 [B - INCORPORATED COUNTY OF LOS ALAMOS
ORDINANCE NO. 691](#)

- B. [OR0846-19b](#) Incorporated County of Los Alamos Ordinance No. 689, An Ordinance Amending Ordinance 687 Which Authorized the Incorporated County of Los Alamos to Enter Into a Loan Agreement and Promissory Note with the New Mexico Environment Department for the Purpose of Obtaining Loan Funds for the construction of a New Wastewater Treatment Facility, Declaring the Necessity for the Loan, Restricting the Use of the Loan Funds Solely for the Project, and Pledging Loan Will Be Payable from the Revenues of the Wastewater System

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

Attachments: [A - Proposed Ordinance 689](#)
 [B - Incorporated County of Los Alamos Code Ordinance
No. 687](#)
 [C - Letter from New Mexico Environment Department
dated 12/18/2018](#)
 [D - Publication Notice.pdf](#)

- C. [CO0558-19b](#) Incorporated County of Los Alamos Code Ordinance No. 692, an ordinance authorizing the County Manager, or his designee, to execute leases for hangars at the Los Alamos County Municipal Airport.

Presenters: Philo Shelton, Public Works Director

Attachments: [A - Notice of Publication](#)
 [B - Incorporated County of Los Alamos Code Ordinance
No. 692](#)
 [C - Incorporated County of Los Alamos Code Ordinance
No. 544](#)

9. BUSINESS

[11712-19](#) Request for Special Recognition for Jim Billen By Naming A Segment of Pueblo Canyon Rim Trail in His Memory

Presenters: Pete Sheehey, Vice-chair

Attachments: [A - Citizen Request](#)
[B - Code Sections 2-421 and 2-422](#)

A. [RE0398-19](#) Incorporated County of Los Alamos Resolution No. 19-03: A Resolution Authorizing the County Manager or His Designee to Execute Documents Granting Certain Limited Property Interests on County-Owned Land, in Particular the Grant of Licenses and Temporary Easements

Presenters: Alvin Leaphart

Attachments: [A - Notice of Public Hearing of Incorporated County of Los Alamos Resolution No. 19-03.pdf](#)
[B - Incorporated County of Los Alamos Resolution No. 19-03](#)
[C - County Code of Ordinances Article II, Chapter 14](#)

10. COUNCIL BUSINESS**A. *Appointments***

1) [11658-19](#) Board/Commission Appointment(s) - Lodgers' Tax Advisory Board.

Presenters: County Council - Regular Session

Attachments: [A - Lodgers' Tax Advisory Board Member List \(Feb 2019\) \(1\)](#)
[B - Jacqueline Shen LTAB Application Packet](#)
[C - Stacy Baker LTAB Application Packet](#)
[D - Katherine Bruell LTAB Application Packet](#)

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

1) [11597-19](#) County Manager's Report for February 2019

Presenters: Harry Burgess, County Manager

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

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

February 19, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals):

Presenters: Paul Andrus, Community Development Director

Legislative File: 11563-19

Title

Community Development Department International Accreditation Service Award and Presentation

Recommended Action

No Action Required

Body

In December of 2018 the Community Development Department, Building Safety Division (BSD), received notification that it had been awarded accreditation from the International Accreditation Service (IAS). The Building Safety Division is the first program of its kind to receive this distinction in the state of New Mexico. This achievement came after nearly a year of intensive effort and focus on the part of the BSD staff to revamp and re-envision division policies and procedures for building plan review and inspections, as well as customer service, quality control, professional development and the like.

The Accreditation Review involves an on-site assessment of the department's goals, policies, and procedures, as well as permitting, inspections and plan reviews. IAS Certification is a nationally recognized designation that validates that the County's Building Safety Division follows permitting and inspection best practices for public safety and demonstrates that the division meets nationally recognized standards.

Kellee Fernandez, IAS Representative, will be in attendance to officially present the Accreditation Certification to the County. Attachment A is a draft copy of the certificate to be received and Attachment B is an IAS document that presents an overview of the benefits of accreditation.

Attachments

A - IAS Certificate of Accreditation

B - Accreditation Promotes Top Notch Service

This is to attest that

LOS ALAMOS COUNTY, NEW MEXICO, BUILDING SAFETY DIVISION

1000 CENTRAL AVENUE
LOS ALAMOS, NM 87544

Building Code Regulatory Agency BDA-113
Governmental Body

has met the requirements of AC251, IAS Accreditation Criteria for Building Code Regulatory Agencies and Third-party Service Providers. This organization is accredited to provide the services specified in the scope of accreditation maintained on the IAS website (www.iasonline.org).

This certificate is valid up to January 1, 2022

This accreditation certificate supersedes any IAS accreditation bearing an earlier effective date. The certificate becomes invalid upon suspension, cancellation or revocation of accreditation. See www.iasonline.org for current accreditation information, or contact IAS at 562-364-8201.



Raj Nathan
President

INSIDE ICC

International Accreditation Service (IAS)



Building Departments Agree: Accreditation Promotes Top-Notch Service

The International Accreditation Service (IAS), a member of ICC's Family of Companies, introduced the Building Department Accreditation program in 2005.

In the past decade, many building departments in communities of all sizes across the nation have earned accreditation from IAS. These building departments have achieved a level of performance that has enabled them to deliver exceptional service to their communities. Yet, the jurisdictions that have been accredited—and re-accredited—in those early days are realizing the greatest value from the program.

For example, the city of Rochester Hills, Michigan, is one of the first building departments to earn accreditation. Scott Cope, director of the city's Building Department, said accreditation helped the agency deliver quality service during the recession, despite the loss of staff.

"Our quest for accreditation was timely," he said. "When the recession came along in 2008, our building department, like many other public agencies, went through significant changes. We lost half of our staff, which challenged our operational capabilities, but not our community's expectations for quality, timely services. The lessons learned and best practices we implemented all those years ago have helped us continue to meet the needs of our community and our own defined goals for service."

Selso Mata, Director of Building Inspections in Plano, Texas, agrees. IAS accreditation helped his jurisdiction identify and implement opportunities that drive a high-



performance organization and encourage professional growth, while raising awareness of building codes and safe building practices.

Because of accreditation, he said, "Our job tasks and procedures became much more consistent. We're more aware of how our day-to-day activities can be affected

by changes in our community. We're better able to flex with changing demands or fluctuating economic conditions."

The Clark County (Nevada) Department of Development Services received its accreditation in October 2009. That allowed the county to continually develop their best practices, said Ron L. Lynn, Clark County's director and building official.

"It gives us a chance to learn about, and adopt and adapt best practices put in place by other jurisdictions in the global community—something that would otherwise be almost impossible to achieve," he said.

ACCREDITATION BASICS

The IAS Building Department Accreditation program is modeled on an international peer review process. IAS building department evaluation teams are made up of practicing building officials, as well as code and accreditation professionals. Following the receipt of the building department's application and fees, the accreditation process begins with scheduling of an on-site pre-evaluation visit to take stock of the department's existing level of compliance. The department is provided with a detailed list of findings and with an opportunity to fine-tune their processes before IAS returns for a full evaluation.

Lynn says his department first opted for accreditation because the process was an "opportunity to have your people, processes and technology reviewed by an outside, very knowledgeable team, which allows for a level of objectivity that can't be achieved by someone within an organization."

Achieving accreditation requires that an organization

establish long-term management systems and service goals focused on continual improvement. IAS uses criteria in 13 accreditation categories to assess building departments. These include basic jurisdictional information, department staff, permitting, budget, construction codes, plan reviews, professional credentials/licenses, inspections, certificates of occupancy, on-site evaluations, annual reports, service goals and complaints/appeals.

Throughout the accreditation process, IAS evaluators also assess critical elements of the building department, such as customer service, code interpretation and enforcement, and fiscal strength. Teams of IAS-trained evaluators, assess the building department's expertise and its compliance with the IAS Accreditation Criteria for Building Departments/Code Enforcement Agencies (AC251).

LONG-TERM PERFORMANCE

The Rochester Hills Building Department used the accreditation evaluation process to develop performance measures for plan reviews, as well as to track plan review errors and analyze rejection/approval rates.

Cope continues to use performance measures to track service goals and report the results to the mayor. Now that the economy is improving, Cope continues to put established and continually improving processes and procedures to work.

"For the first time, I can use the reports that compare our service goals versus actual performance to justify staff increases," he said. "We're able to show the amount of work the current staff is able to complete in a given time frame."

Best Practices for Building Departments

IAS and the ICC Major Jurisdiction Committee have compiled a list of best practices learned from building departments across the country into the *Best Practices: Lessons Learned from the Building Department Accreditation Program and Major Jurisdiction Committee*. The booklet highlights best practices in seven critical building department categories: plan review, permitting, inspection, management/administration, legal, customer service, and information technology. Every category includes an overview of the Accreditation Criteria AC251 criteria that applies as well as a demonstration. For instance, AC251 addresses plan reviews in two sections—Plan Review: 3.3-Staff Information and 5.0-Plan Reviews. After a short description of the AC251 requirements, the authors outline several techniques used by various building departments to better manage, streamline and simplify the plan review process in a timely manner.

Chuck Ramani, IAS President added; "The Best Practices booklet is a resource for building departments of all sizes and scopes. It's a knowledge base of proven tools and techniques used by accredited building departments as a way to deliver efficient, cost effective and reliable services to the community. It's our goal, through accreditation and shared knowledge, to support building department services across the country and thereby ensure the safety of communities."

From the performance report, Cope said the mayor and city council have the information to decide whether the service goals are satisfactory, and if not, what needs improvement.

"I can show exactly where we're at and where we want to be," Cope said. "In fact, for the first time, I was able to get the go-ahead to add a staff member with no objections from anyone on the city council. That is big. In the

Building Departments Agree: Accreditation Promotes Top-Notch Service *continued*

past, it's been very difficult to hire someone because we haven't had the metrics to really prove the need."

To that end, over the last three years, Cope's department has added six people to support plan review, inspections and permitting and comprehensive training programs recommended by accreditation evaluators helped fill critical lost positions with very little coaching.

"It's been a relatively smooth transition to bring someone on board," he said.

RAISING AWARENESS

A building department receives a certificate of accreditation once it has met all IAS criteria. But it doesn't end there. Building departments must undergo annual reviews to maintain accreditation and are required to complete a full review by IAS every three years.

That helps Clark County stay on top of its game, Lynn said.

"I believe our procedures and workflows are very good, but it's important for us to refine our processes and best practices and make sure that our staff has the tools and training to do what we say we will do, when we say we'll do it," he said.

"I want our organization to be the best. We are an international city with 45 million visitors every year. We can't afford for anything to go wrong. Accreditation and its inherent required procedures and practices help ensure that high level capability."

And re-accreditation is much easier the second time, Mata said after the Plano Building Department of Inspections earned it in 2014.

"The renewal process is a really good time to make sure that we've documented personnel changes, shifts in code applications and policies," he said.

Mata said re-accreditation is also a good time to evaluate best practices from other communities and build awareness of all the things the department does well.

"Often times, a community's building department flies under the radar," he said. "Now, with a renewed focus across the industry on building safety and the credibility of accreditation, our community is better able to understand our role in safe building practices." **BSJO**



Ensure Testing Laboratories are Competent.

Ask for IAS Accreditation.

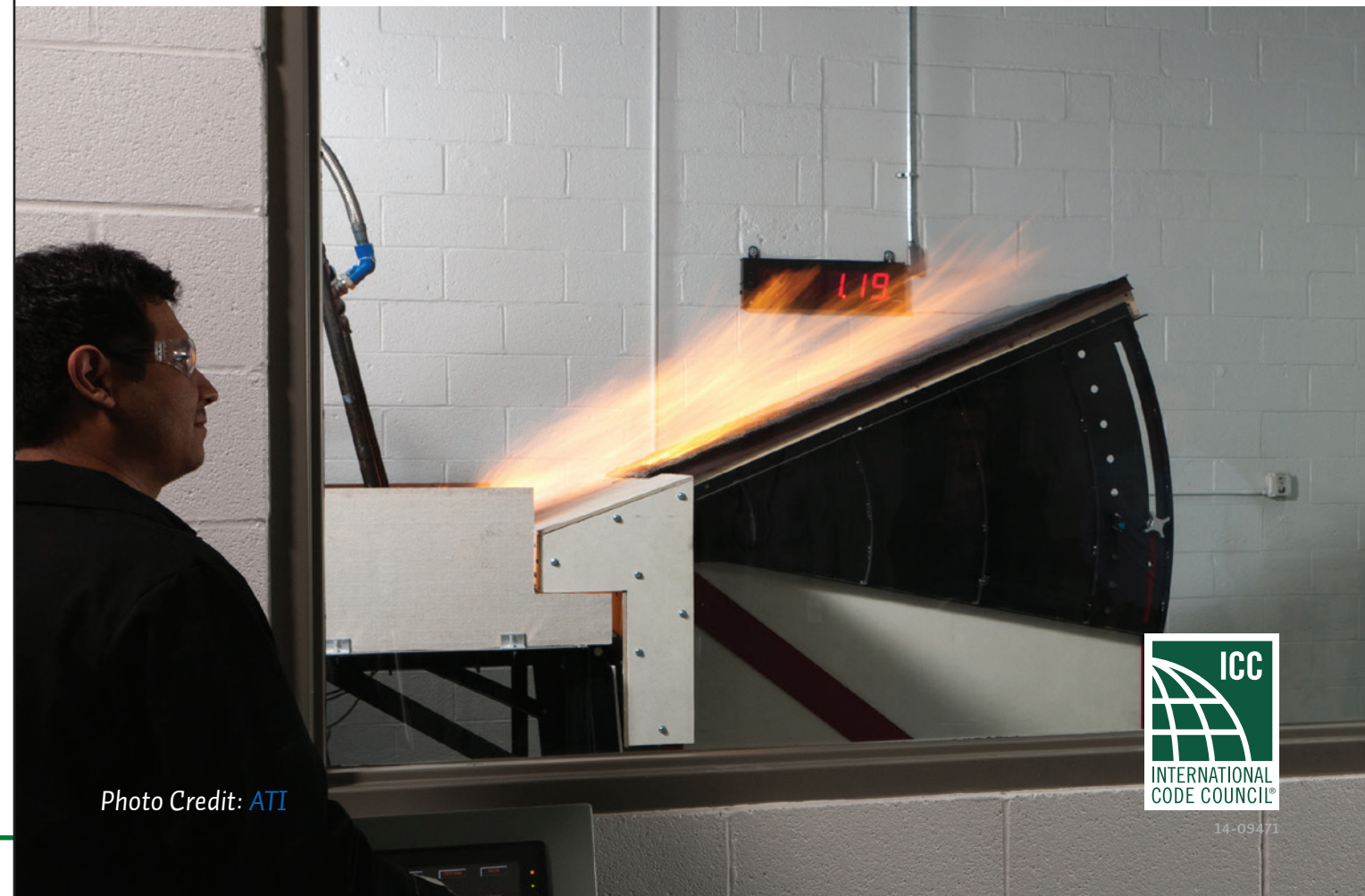


Photo Credit: [ATI](#)



14-09471



County of Los Alamos

Staff Report

February 19, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:

Index (Council Goals):

Presenters:

Title

February 19, 2019 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

February 19, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

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

Presenters: Philo Shelton, Public Works Director

Legislative File: 11562-19

Title

Annual Road Mileage Certification for the New Mexico Department of Transportation.

Recommended Action

I move that Council approve the 2019 Road Mileage Certification as presented and authorize submittal to the New Mexico Department of Transportation.

County Manager's Recommendation

The County Manager recommends that Council approve the road mileage certification as presented.

Body

The New Mexico Department of Transportation (NMDOT) requests annual certification of roadway mileage from New Mexico counties. These figures provide the basis for fund distribution to counties participating in the Local Government Road Fund Cooperative Agreement, County Arterial, and School Bus Route Programs. This certification is due by April 1st of each year.

Los Alamos County currently maintains 110.422 miles of roads within Los Alamos County. A copy of the certification letter is attached for reference.

Fiscal and Staff Impact/Planned Item

Submitting the Annual Road Mileage Certification to the NMDOT makes the County eligible to participate in the Local Government Road Fund Cooperative Agreement, County Arterial, School Bus Route Programs, and the Municipal Arterial Program.

Minimal staff time is required to complete the road mileage certification documentation.

Attachments

A - Road Mileage Certification Letter

February 19, 2019

Robert Young, PE
Pavement Preservation Engineer
New Mexico Department of Transportation
State Maintenance Bureau, SB-2
P.O. Box 1149
Santa Fe, NM 87504 –1149

RE: Los Alamos County 2019 Mileage Certification

COUNTY COUNCIL

Sara C. Scott
Council Chair

Pete Sheehey
Council Vice-Chair

COUNCILORS

David Izraelevitz
Antonio Maggione
James N. Robinson
Randall T. Rytli
Katrina Schmidt

COUNTY MANAGER

Harry Burgess

Dear Mr. Young,

This is to certify that the Incorporated County of Los Alamos maintains up to 110.422 miles of roadway within Los Alamos County.

APPROVED:

Sara C. Scott, Council Chair

Date

ATTEST: (Seal)

Naomi D. Maestas, County Clerk

STATE OF NEW MEXICO)

COUNTY OF LOS ALAMOS)

The foregoing instrument was acknowledged before me this 2nd day of February 2019, by Sara C. Scott, Council Chair of the Incorporated County of Los Alamos, an incorporated county of the State of New Mexico.

NOTARY: _____

My Commission Expires: _____



County of Los Alamos

Staff Report

February 19, 2019

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: Naomi Maestas

Legislative File: 11624-19

Title

County Council Minutes for February 5, 2019

Recommended Action

I move that Council approve the County Council Minutes for February 5, 2019.

Clerk's Recommendation

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

Attachments

A-County Council Minutes for February 5, 2019

Minutes

County Council – Work Session

*Sara Scott, Council Chair; Pete Sheehey, Council Vice-Chair;
David Izraelevitz, Antonio Maggiore, James Robinson,
Randall Ryt, and Katrina Schmidt, Councilors*

Tuesday, February 5, 2019

6:00 PM

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

1. OPENING/ROLL CALL

The Council Chair, Sara Scott, called the meeting to order at 6:00 p.m.

The following Councilors were in attendance:

Present: 7 - Councilor Scott, Councilor Sheehey, Councilor Izraelevitz, Councilor Maggiore,
Councilor Robinson, Councilor Ryt, and Councilor Schmidt

2. PLEDGE OF ALLEGIANCE

Led by: All.

3. PUBLIC COMMENT

None.

4. APPROVAL OF AGENDA

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

The motion passed by acclamation with the following vote:

Yes: 7 - Councilor Scott, Councilor Sheehey, Councilor Izraelevitz, Councilor Maggiore,
Councilor Robinson, Councilor Ryt, and Councilor Schmidt

5. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

- A. Los Alamos National Laboratory's RDX Groundwater Program Presentation by Danny Katzman, Technical Manager, Water Programs, N3B

Mr. Doug Hintze, Department of Energy (DOE) Field Office, spoke.

Mr. Danny Katzman, Technical Manager, N3B, spoke.

Mr. Pat McGuire, Project Manager, N3B, spoke.

Public Comment:
None.

No action taken.

B. Update to Council on the 2017 Integrated Resource Plan for Power Supply

Mr. Steve Cummins, Deputy Utility Manager-Power Production, spoke.
Mr. Tim Glasco, Utilities Manager, spoke.

Public Comment:
None.

No action taken.

RECESS

Councilor Scott called for a recess at 8:13 p.m. The meeting reconvened at 8:24 p.m.

6. BUSINESS

A. Action to Suspend Council Rules for Work Session

A motion was made by Councilor Robinson, seconded by Councilor Maggiore, that Council suspend their procedural rules at this work session, February 5, 2019, so that formal action may be taken.

The motion passed with the following vote:

Yes: 7 - Councilor Scott, Councilor Sheehey, Councilor Izraelevitz, Councilor Maggiore, Councilor Robinson, Councilor Ryti, and Councilor Schmidt

B. Strategic Leadership Plan Discussion

Councilor Scott and Councilor Sheehey presented.

Public Comment:
None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Robinson, that Council adopt the 2019 Strategic Leadership Plan with the amendments.

After further discussion Councilor Izraelevitz withdrew his motion.

A motion was made by Councilor Izraelevitz, seconded by Councilor Robinson, that Council adopt the 2019 Strategic Leadership Plan as amended and additionally propose to engage the broader community to continue to elicit key areas of the state of priorities that we should address first, creative ideas for how we can make progress on these really challenging issues, and other priorities that should be added to the list as we move forward.

The motion passed with the following vote:

Yes: 7 - Councilor Scott, Councilor Sheehey, Councilor Izraelevitz, Councilor Maggiore, Councilor Robinson, Councilor Ryt, and Councilor Schmidt

7. INTRODUCTION OF ORDINANCE(S)

- A.** Incorporated County of Los Alamos Code Ordinance No. 692, an ordinance authorizing the County Manager or his designee to execute leases for hangars at the Los Alamos County Municipal Airport

Councilor Maggiore introduced, without prejudice Incorporated County of Los Alamos Ordinance No. 692, an ordinance authorizing the County Manager or his designee to execute leases for hangars at the Los Alamos County Municipal Airport and ask staff to assure that it is published as provided in the County Charter.

- B.** Incorporated County of Los Alamos Ordinance No. 691; An Ordinance Amending Ordinance No. 592, Which Adopted An Economic Development Project for Public Support of NMC, Inc., A New Mexico Non-profit Corporation Operated, Supervised or Controlled By the New Mexico University Research Consortium, Pursuant to Ordinance No. 543

Councilor Izraelevitz introduced, Incorporated County of Los Alamos Ordinance No. 691; An Ordinance Amending Ordinance No. 592, Which Adopted An Economic Development Project for Public Support of NMC, Inc., A New Mexico Non-profit Corporation Operated, Supervised or Controlled By the New Mexico University Research Consortium, Pursuant to Ordinance No. 543, and ask staff to assure that it is published as provided in the County Charter.

8. PUBLIC COMMENT

None.

9. ADJOURNMENT

The meeting adjourned at 9:22 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Sara C. Scott, Council Chair

Attest:

Naomi D. Maestas, County Clerk

Meeting Transcribed by: Victoria L. Martinez, Deputy Clerk



County of Los Alamos

Staff Report

February 19, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals):

Presenters: Harry Burgess

Legislative File: OR0848-19b

Title

Incorporated County of Los Alamos Ordinance No. 691; An Ordinance Amending Ordinance No. 592, Which Adopted An Economic Development Project for Public Support of NMC, Inc., A New Mexico Non-profit Corporation Operated, Supervised or Controlled By the New Mexico University Research Consortium, Pursuant to Ordinance No. 543

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Ordinance No. 691; An Ordinance Amending Ordinance No. 592, Which Adopted An Economic Development Project for Public Support of NMC, Inc., A New Mexico Non-profit Corporation Operated, Supervised or Controlled By the New Mexico University Research Consortium, Pursuant to Ordinance No. 543, and ask staff to assure that it is published as provided in the County Charter.

County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 691

Body

The New Mexico Consortium, Inc. (NMC) was awarded a Local Economic Development Act (LEDA) grant in 2011 consisting of both funding and land to build a facility. The terms of the LEDA grant required that NMC increase their number of employees by 32 positions and maintain at least those 32 plus their original 20 employees in "high-salary" positions for a period of 10 years. During this performance period, the collateral for the County's grant was to be the land and building in Entrada Park, and the liability for potential repayment of the grant/loan decreases over time by an established proration. At present, the remaining liability is \$264,000.

NMC has exceeded their required goal for additional employees during the past 8 years and currently employs approximately 90 persons, a fact which has resulted in a desire for a larger facility and one which has prompted the proposed action. In addition to their direct employees, the NMC facility also houses several other small start-ups, one of which has offered to purchase the current facility. NMC desires to sell the current building and move into a larger facility, and the plans for this potential have already been discussed with the Los Alamos Commerce and Development Corporation, with the potential for the construction of an additional building at Research Park to meet this need.

If the sale of the existing building is completed, the building is no longer available as collateral to

the County, and this amendment to Ordinance No. 592 would allow for a modification to the security provided by NMC for the County's grant. The plan is to have NMC place the remaining prorated liability into an escrow account, and this escrow would serve as the required collateral for the remainder of the performance period. The attached ordinance simply makes this potential action possible, and an addendum to the existing project participation agreement enabling this change will be part of the anticipated action at the February 19 meeting when this ordinance has its public hearing.

Alternatives

Council could choose to not approve the ordinance, in which case the actions described above will not be possible, or may be delayed until such changes are enabled.

Fiscal and Staff Impact/Unplanned Item

There is no direct fiscal nor staff impact associated with this action other than the necessary administrative steps. There is, however, potential for additional community investment if the action is approved.

Attachments

A - Publication Notice

B- Incorporated County of Los Alamos Ordinance No. 691

NOTICE OF ORDINANCE NO. 691

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. 691. This will be considered by the County Council at an open meeting on Tuesday, February 19, 2019, 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 ORDINANCE NO. 691

AN ORDINANCE AMENDING, ORDINANCE NO. 592, WHICH ADOPTED AN ECONOMIC DEVELOPMENT PROJECT FOR PUBLIC SUPPORT OF NMC, INC., A NEW MEXICO NON-PROFIT CORPORATION OPERATED, SUPERVISED OR CONTROLLED BY THE NEW MEXICO UNIVERSITY RESEARCH CONSORTIUM, PURSUANT TO ORDINANCE NO. 543

Council of the Incorporated County of Los Alamos

By: /s/ Sara C. Scott, Council Chair

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

Published on: Thursday, February 7, 2019

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 691

AN ORDINANCE AMENDING, ORDINANCE NO. 592, WHICH ADOPTED AN ECONOMIC DEVELOPMENT PROJECT FOR PUBLIC SUPPORT OF NMC, INC., A NEW MEXICO NON-PROFIT CORPORATION OPERATED, SUPERVISED OR CONTROLLED BY THE NEW MEXICO UNIVERSITY RESEARCH CONSORTIUM, PURSUANT TO ORDINANCE NO. 543

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

Section 1. On June 9, 2009 the governing body of the Incorporated County of Los Alamos ("County") adopted Ordinance No. 543, AN ORDINANCE AMENDING AND RESTATING THE ECONOMIC DEVELOPMENT PLAN OF THE COUNTY IN ACCORDANCE WITH THE LOCAL ECONOMIC DEVELOPMENT ACT, SECTIONS 5-10-1 THROUGH 5-10-13 NMSA 1978, AS AMENDED, AND SUPERSEDING ORDINANCE NO. 501.

Section 2. On June 7, 2011 the governing body of the Incorporated County of Los Alamos ("County") adopted Ordinance No. 586, AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT FOR PUBLIC SUPPORT OF NMC, INC., A NEW MEXICO NON-PROFIT CORPORATION OPERATED, SUPERVISED OR CONTROLLED BY THE NEW MEXICO UNIVERSITY RESEARCH CONSORTIUM, PURSUANT TO ORDINANCE NO. 543.

Section 3. On December 6, 2011 the governing body of the Incorporated County of Los Alamos ("County") adopted Ordinance No. 592, AN ORDINANCE REPEALING, IN ITS ENTIRETY, ORDINANCE NO. 586 FOR PUBLIC SUPPORT OF NMC, INC., A NEW MEXICO NON-PROFIT CORPORATION OPERATED, SUPERVISED OR CONTROLLED BY THE NEW MEXICO UNIVERSITY RESEARCH CONSORTIUM PURSUANT TO ORDINANCE NO. 543.

Section 4. The purpose of this ordinance is to amend certain sections of Ordinance No. 592 to allow for modification to the kind of security provided by NMC for the County's investment in this project.

Section 5. Section 8 of Ordinance No. 592 is hereby amended as follows:

"NMC has requested and the Incorporated County of Los Alamos will provide the following public support as an economic development project ("Project"): TWO MILLION DOLLARS (\$2,000,000.00) cash and transfer, by quitclaim deed, fee simple title to Lot 6-B-1 at the Entrada Research Park for a Project including the construction and use of the Facility. Unless otherwise mutually agreed to by NMC and County, the fee simple transfer of Lot 6-B-1 shall be further subject to the terms and conditions of a Proceed Sharing Agreement By and Among Los Alamos National Bank, NMC, Inc., NMC Holdings, LLC, and Los Alamos County, New Mexico, as well as any other agreements deemed necessary by the County to accomplish the terms and conditions of this ordinance and relevant statutes."

Section 6. Section 10(e) of the Ordinance No. 592 is hereby amended as follows:

"The security provided for the County investment. Unless otherwise agreed to in a writing approved by NMC and County, the fee simple transfer of Lot 6-B-1 shall be further subject to the terms and conditions of a Proceed Sharing Agreement By and Among Los Alamos National Bank, NMC, Inc., NMC Holdings, LLC, and Los Alamos County, New Mexico, as well as any other agreements deemed necessary by the County to accomplish the terms and conditions of this ordinance and relevant statutes."

Section 7. The remainder of Ordinance No. 592 not expressly amended here remains in full force and effect.

Section 8. Severability Clause. 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 9. Repealer. All ordinance 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.

Section 10. This Ordinance shall become effective thirty (30) days after notice is published following its adoption.

ADOPTED this 19th day of February, 2019.

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

**Sara C. Scott,
Council Chair**

ATTEST: (Seal)

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



County of Los Alamos

Staff Report

February 19, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	B.
Index (Council Goals):	BCC - N/A
Presenters:	Bob Westervelt, Deputy Utilities Manager - Finance/Admin
Legislative File:	OR0846-19b

Title

Incorporated County of Los Alamos Ordinance No. 689, An Ordinance Amending Ordinance 687 Which Authorized the Incorporated County of Los Alamos to Enter Into a Loan Agreement and Promissory Note with the New Mexico Environment Department for the Purpose of Obtaining Loan Funds for the construction of a New Wastewater Treatment Facility, Declaring the Necessity for the Loan, Restricting the Use of the Loan Funds Solely for the Project, and Pledging Loan Will Be Payable from the Revenues of the Wastewater System

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Ordinance No. 689; I further move that, upon passage, the Ordinance be published in summary form.

Utilities Manager Recommendation

The Utilities Manager recommends that Council adopt Ordinance No. 689.

Board, Commission or Committee Recommendation

The Board of Public Utilities recommends that Council adopt Ordinance No. 689.

Body

On September 25, 2018, the Council introduced Ordinance 687 ("Ordinance"). This ordinance, titled *"An Ordinance Authorizing the Incorporated County of Los Alamos to Enter Into a Loan Agreement and Promissory Note With the New Mexico Environment Department for the Purpose of Obtaining Loan Funds for the Construction of a New Wastewater Treatment Facility, Declaring the Necessity for the Loan, Restricting the Use of the Loan Funds Solely for the Project, and Pledging Loan Will be Payable from the Revenues of the Wastewater System"* was to authorize the Department of Public Utilities to obtain a loan from the State of New Mexico, Environment Department, Construction Program Bureau under the State's Clean Water Revolving Loan program."

On October 30, 2018, following the required publication period, the County Council held a public hearing on the proposed Ordinance. Following the public hearing, the Council adopted the Ordinance as proposed. However, following the adoption of the Ordinance, County staff provided the adopted Ordinance to NMED to complete the loan initiation process. NMED, in its review, found that the language in the Ordinance's recitals incorrectly stated that the loan was a subordinate loan instead of a loan in parity with prior loans and debt instruments. The recitals now being removed were placed in the prior Ordinance by the County Attorney's Office at the recommendation of by the County's Bond Counsel.

After discussion, NMED has requested that the County amend its prior Ordinance to correctly state the proposed loan's type and terms. As provided in the draft ordinance, Ordinance 689, two recitals in Ordinance 687 are being removed and one being added. No other sections or parts of Ordinance 698 are being modified, altered, or changed.

Alternatives

County Council could choose to not approve this ordinance which would cause NMED to not issue the loan. The County could then not proceed with the construction of the new White Rock Wastewater Treatment Plant until other financing was obtained.

Fiscal and Staff Impact/Planned Item

There will be no fiscal impact in the adoption of this ordinance.

Attachments

- A - Proposed Ordinance 689
- B - Incorporated County of Los Alamos Code Ordinance No. 687
- C - Letter from New Mexico Environment Department dated 12/18/2018
- D - Publication Notice

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 689

AN ORDINANCE AMENDING ORDINANCE 687 WHICH AUTHORIZED THE INCORPORATED COUNTY OF LOS ALAMOS TO ENTER INTO A LOAN AGREEMENT AND PROMISSORY NOTE WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT FOR THE PURPOSE OF OBTAINING LOAN FUNDS FOR THE CONSTRUCTION OF A NEW WASTEWATER TREATMENT FACILITY, DECLARING THE NECESSITY FOR THE LOAN, RESTRICTING THE USE OF THE LOAN FUNDS SOLELY FOR THE PROJECT, AND PLEDGING LOAN WILL BE PAYABLE FROM THE REVENUES OF THE WASTEWATER SYSTEM

WHEREAS, on September 25, 2018, the County Council of the Incorporated County of Los Alamos introduced County Ordinance 687 ("Ordinance"), *An Ordinance Authorizing the Incorporated County of Los Alamos to Enter Into a Loan Agreement and Promissory Note With the New Mexico Environment Department for the Purpose of Obtaining Loan Funds for the Construction of a New Wastewater Treatment Facility, Declaring the Necessity for the Loan, Restricting the Use of the Loan Funds Solely for the Project, and Pledging Loan Will be Payable from the Revenues of the Wastewater System*; and

WHEREAS, the County Council on October 30, 2018, held a public hearing on the proposed Ordinance and following the public hearing, adopted the Ordinance as proposed; and

WHEREAS, following the adoption of the Ordinance, the County provided the Ordinance to the State of New Mexico, Department of Environment ("NMED"); and

WHEREAS, upon review and in discussion with the County Attorney's Office, NMED determined that the language in the recitals incorrectly stated that the loan was a subordinate loan instead of a parity loan; and

WHEREAS, NMED, pursuant to Section 18 of Ordinance 687, has authorized the County to amend Ordinance 687; and

WHEREAS, the County Council of the Incorporated County of Los Alamos finds that it is necessary and proper to amend the Ordinance to ensure that the Ordinance correctly states the type of loan.

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

Section 1. The recitals of Ordinance 687, are hereby amended as follows:

WHEREAS, the Incorporated County of Los Alamos ("County" or "Borrower") is an incorporated home-rule county created pursuant the New Mexico Constitution and statutes of the State of New Mexico ("State"); and

WHEREAS, the County, through its Department of Public Utilities ("DPU") owns, operates, and maintains a public utility system including a Wastewater Collection and Treatment System ("System"), which includes a system for disposing of wastes by surface and underground methods; and

WHEREAS, the County's White Rock ("WR") Wastewater Treatment Plant ("WWTP") has been determined to be insufficient and inadequate to meet the current and future regulatory, environmental, and permitted discharge requirements; and

WHEREAS, the County has determined using current engineering review standards, that the WR WWTP must be replaced (hereafter "Project") to meet current state and federal discharge requirements; and

WHEREAS, the County and DPU has reviewed its available financial resources and funds and has determined that it is necessary to seek financial assistance to help plan, develop, and construct the Project; and

WHEREAS, the County has entered into discussions with the State of New Mexico Environment Department ("NMED"), Construction Programs Bureau ("CPB") for possible financial assistance for construction of the Project; and

WHEREAS, the NMED, CPB has reviewed the application, documentation, and financial capabilities of the County and DPU to construct the required WR WWTP and determined that the County and DPU is an eligible candidate for a receiving federally authorized and funded Clean Water State Revolving Fund ("CWSRF") loan monies ("CWSRF Loan"); and

WHEREAS, in exchange for the CWSRF Loan, the County, DPU, and Project will be subject to specific loan requirements of the CWSRF Loan; and

WHEREAS, one essential term of the CWSRF Loan agreement ("Agreement") and promissory note ("Note") will be that the Loan shall be payable solely from the Pledged Revenues of the County's and DPU's Sewer Fund; and

~~**WHEREAS**, pursuant to an Agreement with Respect to Subordination dated August 13, 2014 (the "Subordination Agreement"), NMED and the County agreed that existing NMED Loans (CWSRF 1438143 and ARRA CWSRF 09 Loan) were "Subordinate Obligations" under the debt issued under both the First Lien Indenture and the Second Lien Indenture; and~~

~~**WHEREAS**, NMED and the County agree that the CWSRF Loan refunding CWSRF Loan 1438143 and financing the Project shall also constitute "Subordinate Obligations" as defined in both the First Lien Indenture and the Second Lien Indenture (as such terms are defined in the Subordination Agreement; and~~

WHEREAS, the Borrower has the following obligations outstanding to which the Pledged Revenues have already been pledged:

<u>Funding Source (e.g., Revenue Bond, NMED, NMFA, etc.) and Series# or Loan/Project #</u>	<u>Principal Amount Outstanding at 06/30/2018 (use the most current fiscal year end date)</u>	<u>Is the listed funding source superior, subordinate or on parity with this funding?</u>
<u>CWSRLF 1438143 (Currently being refinanced)</u>	<u>Refinance amount</u> <u>\$7,029,504.37</u>	<u>parity</u>
<u>Water Trust Board #63</u>	<u>\$29,703.00</u>	<u>parity</u>
<u>Internal loan from water production</u>	<u>\$937,553.00</u>	<u>subordinate</u>

WHEREAS, the Governing Body of the Borrower has determined that it is in the best interest of the Borrower to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED.

Section 2. All other parts and sections of Ordinance 687 remain unchanged and in affect.

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

Section 4. Repealer. All bylaws, orders, Ordinances and Ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, Ordinance, or part thereof, heretofore repealed.

ADOPTED this ____ day of January, 2019.

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

_____, Council Chair

ATTEST: (Seal)

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

Exhibits:

Exhibit 1. Ordinance 687

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 687

AN ORDINANCE AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS TO ENTER INTO A LOAN AGREEMENT AND PROMISSORY NOTE WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT FOR THE PURPOSE OF OBTAINING LOAN FUNDS FOR THE CONSTRUCTION OF A NEW WASTEWATER TREATMENT FACILITY, DECLARING THE NECESSITY FOR THE LOAN, RESTRICTING THE USE OF THE LOAN FUNDS SOLELY FOR THE PROJECT, AND PLEDGING LOAN WILL BE PAYABLE FROM THE REVENUES OF THE WASTEWATER SYSTEM

WHEREAS, the Incorporated County of Los Alamos ("County" or "Borrower") is an incorporated home-rule county created pursuant the New Mexico Constitution and statutes of the State of New Mexico ("State"); and

WHEREAS, the County, through its Department of Public Utilities ("DPU") owns, operates, and maintains a public utility system including a Wastewater Collection and Treatment System ("System"), which includes a system for disposing of wastes by surface and underground methods; and

WHEREAS, the County's White Rock ("WR") Wastewater Treatment Plant ("WWTP") has been determined to be insufficient and inadequate to meet the current and future regulatory, environmental, and permitted discharge requirements; and

WHEREAS, the County has determined using current engineering review standards, that the WR WWTP must be replaced (hereafter "Project") to meet current state and federal discharge requirements; and

WHEREAS, the County and DPU has reviewed its available financial resources and funds and has determined that it is necessary to seek financial assistance to help plan, develop, and construct the Project; and

WHEREAS, the County has entered into discussions with the State of New Mexico Environment Department ("NMED"), Construction Programs Bureau ("CPB") for possible financial assistance for construction of the Project; and

WHEREAS, the NMED, CPB has reviewed the application, documentation, and financial capabilities of the County and DPU to construct the required WR WWTP and determined that the County and DPU is an eligible candidate for a receiving federally authorized and funded Clean Water State Revolving Fund ("CWSRF") loan monies ("CWSRF Loan"); and

WHEREAS, in exchange for the CWSRF Loan, the County, DPU, and Project will be subject to specific loan requirements of the CWSRF Loan; and

WHEREAS, one essential term of the CWSRF Loan agreement ("Agreement") and promissory note ("Note") will be that the Loan shall be payable solely from the Pledged Revenues of the County's and DPU's Sewer Fund; and

WHEREAS, pursuant to an Agreement with Respect to Subordination dated August 13, 2014 (the "Subordination Agreement"), NMED and the County agreed that existing NMED Loans (CWSRF 1438143 and ARRA CWSRF 09 Loan) were "Subordinate Obligations" under the debt issued under both the First Lien Indenture and the Second Lien Indenture; and

WHEREAS, NMED and the County agree that the CWSRF Loan refunding CWSRF Loan 1438143 and financing the Project shall also constitute "Subordinate Obligations" as defined in both the First Lien Indenture and the Second Lien Indenture (as such terms are defined in the Subordination Agreement; and

WHEREAS, the Governing Body of the Borrower has determined that it is in the best interest of the Borrower to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED.

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

Section 1. Definitions. As used in the Ordinance, the following terms shall have the meanings specified below, unless the context clearly requires otherwise (*such meanings to be equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined*):

Act. The general laws of the State, including the Wastewater Facility Construction Loan Act at sections 74-6A-1 to 74-6A-15 NMSA 1978, as amended; enactments of the governing Body of the Borrower relating to the Note and the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the Borrower as a public body under authority given by the Constitution and Statutes of the State.

Annual Audit or Single Audit. Financial statements of the Borrower as of the end of each Fiscal Year, audited by an Auditor, consistent with the federal Single Audit Act and the State Auditor's rules.

Authorized Officer. The Chair of the County Council, the County Manager, the Utilities Manager, the Deputy Utilities Manager of Finance and Administration, or other officer or employee of the County when designated by a certificate authorized by the County Council and signed by the Chairman of the County Council of the County from time to time. The certificate may designate one or more alternates. The Borrower agrees to provide a signatory Resolution and signature page designating all signatory duties required.

Borrower. The entity requesting funds pursuant to the Act, here the Incorporated County of Los Alamos, through its Department of Public Utilities.

Fiscal Year. The twelve-month period commencing on the first day of July of each year and ending on the last day of June of the succeeding year, or any other twelve-month period which the Borrower hereafter may establish as the fiscal year or the System.

Governing Body of the Borrower. The Incorporated County of Los Alamos County Council.

Loan. The loan of public funds from NMED pursuant to the Loan Agreement.

Loan Agreement. The loan agreement including attachments and or exhibits, and any amendments thereto, between the Borrower and the NMED, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible costs relating thereto; and the final loan agreement which shall state the final amount the NMED loaned to the Borrower, which shall be executed upon completion of the Project and dated on the date of execution.

NMED. The State of New Mexico Environment Department.

NMSA. New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

Note. The interim and final promissory notes issued by the Borrower to the NMED evidencing the obligation of the Borrower to the NMED incurred pursuant to the Ordinance and Loan Agreement.

Operation and Maintenance. All reasonable and necessary expenses of the System, paid or accrued, relating to operating, maintaining and repairing the System.

Ordinance. This Ordinance including any amendments, attachments, or exhibits.

Parity Bonds or Parity Obligations. Revenue Bonds and other bonds or other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues on parity with the bonds or obligations as listed in this Ordinance.

Pledged Revenues. Wastewater System Revenues.

Project. The most current NMED approved Project Description described on the Project Description Form on file with NMED and attached hereto.

Project Completion Date. The date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

Regulations. Regulations promulgated by the New Mexico Water Quality Control Commission at 20.7.5 NMAC and New Mexico Environment Department at 20.7.6 – 20.7.7 NMAC.

Subordinate Obligations. Other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues subordinate to the lien of the Loan Agreement and Note as may be listed in this Ordinance.

Section 2. Ratification. All action before now (not inconsistent with the provisions of the Ordinance) by the Council, the officers and employees of the Borrower, directed toward the Loan Agreement and the Note, is ratified, approved and confirmed as a result of this document.

Section 3. Findings. The Governing Body of the Borrower declares that it has considered all relevant information and data and makes the following findings:

a. The execution and delivery of the Loan Agreement and the Note pursuant to the Act to provide funds to finance the Project, is necessary and in the interest of the public health, safety, and welfare of the residents of the Borrower.

b. The money available for the Project from all sources other than the Loan Agreement is not sufficient to pay when due the cost of the Project.

c. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

Section 4. System. The System and Project shall constitute a wastewater treatment system and shall be operated and maintained as such.

Section 5. Authorization of Project. The construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Loan Agreement and Note is hereby authorized at a cost not to exceed the principal Loan amount of \$17,000,000.00 excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

Section 6. Authorization of Loan Agreement.

a. The Council hereby authorizes the County Utilities Manager to execute and deliver the Interim and Final Loan Agreement and Note to NMED. Such Loan and Note are to be payable and collectible solely from the Pledged Revenues of the System. NMED will disburse the proceeds according to the terms of the Loan Agreement to the Borrower over the construction period of the Project. The principal Loan amount of the Note shall not exceed \$17,000,000.00 plus accrued interest and the annual interest rate on that principal amount shall not exceed 2.375% percent per annum. Such amounts and interest shall not change without the approval and adoption of another Ordinance amending this Ordinance as required by County Code and Charter. The term of the Loan and Note and final maturity date on the Note shall not extend beyond the agreed upon useful life of the project. The Loan shall be repaid in substantially equal annual installments in the amount and on the dates provided in the Loan Agreement with the first annual installment due no later than one year after completion of the project. The County will maintain a debt service coverage ratio of no less than 1.2 and must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

b. If the Borrower fails to satisfy any federal grant requirements or conditions as required by the Loan and Note, the Borrower may be required to refund any federal grant funds disbursed to the Borrower from NMED.

c. The form of the Loan Agreement and the Note are approved. The Authorized Officer (Utilities Manager) is hereby directed to execute and deliver the Loan Agreement and the Note and any amendments to the Loan Agreement or Note to be executed after completion of the Project with such changes consistent with the Ordinance. The approval by an Authorized Officer of these documents in their final forms shall constitute conclusive evidence of the County's approval and compliance with this section.

d. From the date of the initial execution and delivery of the Loan Agreement and the Note, Authorized Officers, agents and employees of the Borrower are authorized, empowered and directed to carry out such acts and to execute all such documents as may be necessary to comply with the provisions of this Ordinance, the Loan Agreement and the Note.

Section 7. Special Limited Obligations. All Funds disbursed pursuant to the Loan Agreement and the Note shall be special limited obligations of the Borrower and shall be payable and collectible solely from the Pledged Revenues which are irrevocably pledged as set forth in this Ordinance. The NMED may not look to any general or other fund for the payment on the Loan Agreement and the Note except the designated special funds pledged. The Loan Agreement and the Note 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 the Borrower and shall recite that they are payable and collectible solely from the Pledged Revenues.

Section 8. Operation of Project. The Borrower shall operate and maintain the Project so that it will function properly over its structural and material design life.

Section 9. Use of Proceeds. The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the Borrower for the Project or to pay contractors or suppliers of materials for work performed on the Project as set forth in the Loan Agreement.

Section 10. Application of Revenues.

a. OPERATION AND MAINTENANCE. Defined as all costs and expenses to safely and reliably operate, repair, and maintain systems and equipment according to design specifications and within manufactured operating parameters and to maintain qualified staff to do so.

b. PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S). The Borrower shall pay the principal, interest and administrative fees (if applicable) of parity obligations and other approved debts which are secured from the Pledged Revenues as scheduled.

c. EQUITABLE AND RATABLE DISTRIBUTION. Obligations of the Borrower secured by the Pledged Revenues on parity with the Loan Agreement and the Note, from time to time outstanding, shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or creation.

d. SUBORDINATE OBLIGATIONS. The Pledged Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due the Loan Agreement and the Note, including payments to be made to other obligations payable from the Pledged Revenues which have a lien on the Pledged Revenues on parity with the Loan Agreement and the Note.

Section 11. Lien of Loan Agreement and Note. The Loan Agreement and the Note shall constitute irrevocable liens upon the Pledged Revenues with priorities on the Pledged Revenues as set forth in this Ordinance. The Borrower hereby pledges and grants a security interest in the Pledged Revenues for the payment of the Note and any other amounts owed by the Borrower to the NMED pursuant to the Loan Agreement.

Section 12. Other Obligations. Nothing in the Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Pledged Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

Section 13. Default. The following shall constitute an event of default under the Loan Agreement:

a. The failure by the Borrower to pay the annual payment due on the repayment of the Loan set forth in the Loan Agreement and Note when due and payable either at maturity or otherwise; or

b. Default by the Borrower in any of its covenants or conditions set forth under the Loan Agreement (*other than a default described in the previous clause of this section*) for 60 days

after the NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

Section 14. Upon Occurrence of Default:

a. The entire unpaid principal amount of the Interim and Final Promissory Note plus accrued interest and any fees thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under Note from the Pledged Revenues, either immediately or in the manner required by the NMED in its declaration, but only to the extent funds are available for payment of the Note. However, if insufficient funds are available for payment of the Note(s), the NMED may require the Borrower to adjust the rates charged by the System to ensure repayment of the Note.

b. If default by the Borrower is of covenants or conditions required under the federal grant, the Borrower may be required to refund the amount of the Loan disbursed to the Borrower from NMED.

c. The NMED shall have no further obligation to make payments to the Borrower under the Loan Agreement.

Section 14. Enforcement; Venue. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreement, such disputes are to be resolved promptly and expeditiously in the First Judicial District Court for Santa Fe County. The Borrower agrees that the District Court for Santa Fe County shall have exclusive jurisdiction over the Borrower and the subject matter of this Loan Agreement and the Borrower waives the right to challenge such jurisdiction and venue.

Section 15. Remedies Upon Default. Upon the occurrence of any of the events of default as provided in the Loan Agreement or in this Ordinance, the NMED may proceed against the Borrower to protect and enforce its rights under the Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Ordinance for the enforcement of any proper legal or equitable remedy as the NMED may deem most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED, or to require the Borrower to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED is in addition and cumulative to any other right or privilege under the Ordinance or the Loan Agreement and Note and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

Section 16. Duties Upon Default. Upon the occurrence of any of the events of default as provided in this Ordinance, the Borrower, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Note to ensure the payment on the Note promptly as the same become due. All proceeds derived from the System, so long as the Note is outstanding, shall be treated as revenues. If the Borrower fails or refuses to proceed as required by this Section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the State and NMED as provided in this Ordinance and the Loan Agreement.

Section 17. Termination. When all obligations under the Loan Agreement and Note have been paid, the Loan Agreement and Note shall terminate and the pledge, lien, and all other

obligations of the Borrower under the Ordinance shall be discharged. The principal amount of the Note, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 18. Amendment of Ordinance. This Ordinance may be amended with the prior written consent of the NMED.

Section 19. Ordinance Irrepealable. After the Loan Agreement and Note have been executed and delivered, the Ordinance shall be and remain irrepealable until the Note has been fully paid, terminated and discharged, as provided in the Ordinance.

Section 20. Severability. If any section, paragraph, clause or provision of the Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 21. Repealer. All bylaws, orders, Ordinances and Ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, Ordinance, or part thereof, heretofore repealed.

ADOPTED this 30th day of October, 2018.

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

David Izraelevitz, Council Chair

ATTEST: (Seal)

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

Exhibits:

Exhibit 1. Draft NMED CWSRF Loan Agreement

Exhibit 2. Draft NMED CWSRF Promissory Note

Exhibit 3. Project Description



SUSANA MARTINEZ
Governor

JOHN A. SANCHEZ
Lt. Governor

NEW MEXICO
ENVIRONMENT DEPARTMENT

Construction Programs Bureau

Harold Runnels Building
1190 St. Francis Drive
PO Box 5469
Santa Fe, New Mexico 87502-5469
Phone (505) 827-2806 Fax (505) 827-2837
www.env.nm.gov/construction-programs/



BUTCH TONGATE
Cabinet Secretary

BRUCE YURDIN
Acting Deputy Secretary

December 18, 2018

Mr. Kevin Powers, Attorney
Los Alamos County
1000 Central Avenue, Suite 340
Los Alamos, NM 87544

RE: Conference Call December 17, 2018

Dear Mr. Powers:

Included with this letter is a copy of Los Alamos County Ordinance 687 authorizing loan CWSRF 083. Two clauses in the recitals are highlighted. As discussed in our telephone conference 12/17/2018, the New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) believes the first highlighted clause is irrelevant to the subject of Ordinance 687 and the second highlighted clause contains information that is irrelevant and incorrect. Loan CWSRF 083 is independent from the Subordination Agreement signed by Los Alamos and NMED in 2014. We request Ordinance 687 be amended and the two subject clauses be removed.

Because Ordinance 687 authorizes loan CWSRF 083 NMED CPB is amenable to proceeding with the loan agreement execution while the Ordinance is amended to remove the highlighted clauses.

Draft copies of the Interim Loan Agreement and Promissory note are included. Please review and send us any changes in "track changes" prior to signature. If you have any questions, please let us know.

Thank you,

Rhonda Holderman
Financial Manager, Loans and Grants

cc: Judi Kahl, P.E., NMED CPB Bureau Chief
Jennifer Hower, NMED General Counsel
Gail Craven, NMED CPB Loan Manager
Robert Westervelt, Los Alamos County Utilities

ATTACHMENT C

NOTICE OF ORDINANCE NO. 689

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. 689. This will be considered by the County Council at an open meeting on Tuesday, February 19, 2019, 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 ORDINANCE NO. 689

AN ORDINANCE AMENDING ORDINANCE 687 WHICH AUTHORIZED THE INCORPORATED COUNTY OF LOS ALAMOS TO ENTER INTO A LOAN AGREEMENT AND PROMISSORY NOTE WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT FOR THE PURPOSE OF OBTAINING LOAN FUNDS FOR THE CONSTRUCTION OF A NEW WASTEWATER TREATMENT FACILITY, DECLARING THE NECESSITY FOR THE LOAN, RESTRICTING THE USE OF THE LOAN FUNDS SOLELY FOR THE PROJECT, AND PLEDGING LOAN WILL BE PAYABLE FROM THE REVENUES OF THE WASTEWATER SYSTEM

Council of the Incorporated County of Los Alamos

By: /s/ Sara Scott, Council Chair

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

Published on: Thursday, January 31, 2019



County of Los Alamos

Staff Report

February 19, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: C.

Index (Council Goals):

Presenters: Philo Shelton, Public Works Director

Legislative File: CO0558-19b

.Title

Incorporated County of Los Alamos Code Ordinance No. 692, an ordinance authorizing the County Manager, or his designee, to execute leases for hangars at the Los Alamos County Municipal Airport.

...Suggested Motion

I move that Council adopt Incorporated County of Los Alamos Ordinance No. 692, an ordinance authorizing the County Manager or his designee to execute leases for hangars at the Los Alamos County Municipal Airport; I further move that upon passage, the Ordinance be published in summary form.

...County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 692.

.Body

Ordinance No. 544 authorizes the County Manager, or his designee, to execute Ground Leases for privately-owned hangars at the Los Alamos County Airport according to the lease forms attached as Attachments 1 and 2. The purpose of the proposed ordinance is to allow the County Manager to execute lease Agreements for county-owned aircraft hangars and aeronautical storage units. The County recently constructed a new aircraft hangar complex consisting of a large aircraft box hangar, three small aircraft T-hangars, and two aeronautical storage units. In addition to providing a new airport revenue source that will reduce General Fund subsidies, the hangars and storage units will also improve the airport's ability to attract and accommodate aviation-related commercial businesses, support critical emergency response services, and improve economic activity with additional based aircraft. The airport has a waiting list of 16 entities for the T-hangars and a local air medical business has submitted written interest in the large box hangar and one aeronautical storage unit.

.Alternatives

Council may choose to not approve this Ordinance and require hangar and storage unit leases to be brought to Council for consideration. This is not recommended in consideration of Council's time, current practice, and staff's ability to quickly lease the hangars to maintain revenue for the Airport Fund.

.Fiscal and Staff Impact/New Item

State Law requires municipal property to be leased at fair-market-value. Based on the lease rates for privately owned hangars at our airport and other airports in our area, staff proposed the following rates to Council when requesting funds for the construction of the hangar complex:

\$1,250 per month for the large box hangar, \$400 per month for the small T-hangars, and \$200 per month for the aeronautical storage units. Staff believes these rates represent fair-market-value and will result in projected revenues of \$34,200 per year if fully leased. Rates will be adjusted annually based on the Consumer Price Index and market conditions.

.Attachments

A - Notice of Publication

B - Incorporated County of Los Alamos Code Ordinance No. 692

C - Incorporated County of Los Alamos Code Ordinance No. 544

NOTICE OF ORDINANCE NO. 692

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. 692. This will be considered by the County Council at an open meeting on Tuesday, February 19, 2019, 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 ORDINANCE NO. 692

AN ORDINANCE AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO EXECUTE LEASES FOR HANGARS AT THE LOS ALAMOS MUNICIPAL AIRPORT

Council of the Incorporated County of Los Alamos

By: /s/ Sara C. Scott, Council Chair

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

LA Daily Post, Publication Date: Thursday, February 7, 2019

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 692

**AN ORDINANCE AUTHORIZING THE COUNTY MANAGER
OR HIS DESIGNEE TO EXECUTE LEASES FOR HANGARS
AT THE LOS ALAMOS COUNTY MUNICIPAL AIRPORT**

WHEREAS, the Incorporated County of Los Alamos ("County") is the fee simple owner of the Los Alamos County Municipal Airport ("Airport"); and

WHEREAS, pursuant to Article II, Chapter 14 of the Code of Ordinances of the Incorporated County of Los Alamos, the County Council is vested solely and exclusively with the legal authority to sell, lease, exchange or otherwise transfer county-owned real property and interests in county-owned real property; and

WHEREAS, pursuant to Article II, Chapter 14 of the Code of Ordinances of the Incorporated County of Los Alamos, the County Council may transfer a property interest in County owned real property pursuant to Section 3-54-1, N.M.S.A. (1978) because Article 10, Section 6 of the New Mexico Constitution vests County with all the powers granted to municipalities by state statute; and

WHEREAS, Section 3-54-1(A), N.M.S.A. (1978) provides that a municipality may lease any municipal facility or real property of any value normally leased in the regular operations of such a facility or real property without being subject to the referendum; and

WHEREAS, County has normally leased hangars located at the Airport in the regular operations of the Airport; and

WHEREAS, Ordinance No. 544, adopted October 6, 2009, authorized County Manager or his designee to execute ground leases at the Airport, whereby County leased the surface of the land to a tenant allowing the tenant to construct and own an improvement to the land, namely an airport hangar; and

WHEREAS, subsequent to the enactment of Ordinance No. 544, County acquired in fee simple and constructed new airport hangers located at the Airport; and

WHEREAS, the purpose of this Ordinance is to further delegate the County Council's authority over certain County-owned property to the County Manager or his designee for the limited purpose of executing certain lease agreements for the airport hangers owned in fee by County; and

WHEREAS, Section 203 of the Los Alamos County Charter provides that any lease or authorization to lease real property owned by County shall be by ordinance; and

WHEREAS, the County Council desires to authorize the County Manager or his designee to enter into leases for hangars owned in fee by the County on commercially reasonable terms substantially according to the lease forms attached hereto as Attachments 1 and 2.

NOW, THEREFORE, BE IT ORDAINED that:

Section 1. Finding. County is authorized to lease real property pursuant to the provisions of Section 3-54-1(A), N.M.S.A. (1978).

Section 2. Authorization to Lease the Premises; Execution of Lease by Authorized Officers. The County Manager or his designee is hereby authorized to execute lease agreements for portions of the Airport on commercially reasonable terms substantially according to the lease forms attached hereto as Attachments 1 and 2.

Section 3. This authorization is in addition to the authority granted by Ordinance No. 544 authorizing the County Manager or his designee to execute certain ground leases for hangars at the Airport. Nothing in this Ordinance alters or amends Ordinance No. 544 or the ground leases associated therewith.

Section 4. Effective Date. This ordinance shall become effective thirty (30) days after publication of notice of its adoption.

ADOPTED this 19th day of February, 2019

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

**Sara C. Scott,
Council Chair**

ATTEST: (Seal)

**Naomi D. Maestas,
County Clerk**

INCORPORATED COUNTY OF LOS ALAMOS
LOS ALAMOS COUNTY AIRPORT
NON-COMMERCIAL [HANGAR or STORAGE AREA] LEASE
AGREEMENT

This Lease ("Lease") is entered into this ____ day of _____, 20____ by and between the Incorporated County of Los Alamos, an incorporated county of the State of New Mexico ("County"), and _____ ("Tenant"), collectively referred to herein as the "Parties".

1. Legal Description and Lease of Premises.

County hereby leases to the Tenant and the Tenant hereby leases from County the following described aircraft [*hangar or storage area*] ("Premises"), being a part of the Los Alamos County Airport ("Airport"), Los Alamos County, New Mexico; to-wit:

[*Hangar or Storage Area*] No. ____ as shown on the Airport Property layout maintained by the Airport Manager which is incorporated here by reference.

2. Rent.

(a) Tenant will pay County monthly rent for the Premises as follows:

The Tenant will pay to the County a monthly rent in the amount of _____ (\$ _____) during the initial term. All rent for any partial month shall be pro-rated at the rate of 1/30th of the monthly rent for each day the Premises are occupied pursuant to this Lease. The rent for the first month is payable in full at the time of delivery to County of an executed original of this Lease and thereafter on or before the first day of any subsequent month this Lease is in force and effect.

(b) All rent and other charges become delinquent ten (10) days after the date they are due, at which time County will impose a penalty charge of interest at the rate of two percent (2 %) per month pro-rated daily from the due date until paid on the amount owing, which penalty shall be immediately due and owing. If all charges, including but not limited to the delinquent penalty, are not paid within twenty (20) days after written notice of the default in payment is sent to Tenant, County may immediately terminate this Lease and exercise all rights of default as provided herein.

(c) Tenant shall not be entitled to refund of the rent, in whole or in part, after this Lease is executed by both parties, if County terminates this Lease for cause. If Tenant terminates this Lease, then County shall refund an amount equal to the then-current monthly rent

divided by thirty (30) and multiplied by the number of calendar days remaining in the month, less a processing fee of \$50. If County terminates this Lease without cause, Tenant shall receive a refund of a part of the rent as described above.

- (d) After the Initial Term, and for each Renewal Term, the monthly rent for that Renewal Term shall be adjusted based the most recent federal CPIU, US City Average, all items (1982-84=100) as prepared by the US Bureau of Labor Statistics. County may also adjust rent based on market conditions. Tenant will be notified no later than thirty (30) days before the applicable monthly rent is due.

3. Lease Term.

- (a) **Initial Term.** The term of this Lease shall begin on _____, 20____, and expire on _____, 20____.
- (b) **Renewal Terms.** This Lease shall continue in effect from year to year, being automatically renewed after each year, unless either party gives written notice of termination, with or without cause, to the other party at least thirty (30) days prior to the end of the initial Lease term or any renewal term thereafter, or unless this Lease is terminated under any other provisions of this Lease. County does not guarantee any future renewal terms.

4. Termination and Surrender. The parties may terminate the Lease as provided herein, provided that the termination of this Lease shall not affect the obligations or liabilities previously incurred or accrued under this Lease.

- (a) **Mutual Termination.** This Lease may be terminated at any time by written agreement of the Parties.
- (b) **Termination by Tenant.** This Lease may be terminated at any time by Tenant upon thirty (30) days written notice. Upon the termination of this Lease, Tenant shall quietly and peacefully remove itself and its property from the Premises and surrender the possession thereof to County. Upon termination of this Lease, County may, in its discretion, declare any property that has not been removed from the Premises as abandoned property subject to removal and disposal without liability of any kind to County, and repair any resulting damage, and Tenant agrees to promptly reimburse County for any and all costs and expenses County may incur.
- (c) **Termination by County.** County may terminate this Lease at any time upon thirty (30) days written notice. If County terminates this Lease without cause, County shall refund an amount equal to the then-current monthly rent divided by thirty (30) and multiplied by the number of calendar days remaining in the month. If County terminates this Lease for cause, Tenant shall not be entitled to refund of the rent, in whole or in part.

5. Use of Premises.

- (a) **Authorized Use.** Tenant agrees the Premises shall only be used for those purposes directly involved with, makes possible, facilitates, is related to, assists in, or is required for the safe operation of an aircraft and/or the aeronautical activities expressly authorized in this Lease, and for no other purposes, without the express written consent of the Airport Manager.
- (b) **Occupancy.** Tenant agrees to occupy the Premises only while engaged in activities necessary to directly support the authorized use of the Premises. Tenant shall not use the Premises as a residence, office, or crew-quarters.
- (c) **Commercial Activities.** Tenant shall not use Premises to conduct commercial activities.
- (d) **Storage of Aircraft.** Tenant may store an aircraft ("Aircraft"), in the Premises, in which Tenant has an ownership or leasehold interest. Aircraft must be maintained in an airworthy condition as evidenced by a Federally issued Airworthiness Certificate and aircraft log books. County may, upon thirty (30) days written notice, remove, relocate and/or store any non-airworthy aircraft at Tenant's sole expense. Tenant shall notify Airport Manager within ten (10) days of selling and/or replacing Aircraft.
- (e) **Storage of Support Items.** Tenant may store, in the Premises, only those supplies, materials, parts, tools, equipment, and other items necessary, and limited to quantities sufficient, to directly support the authorized use of the Premises. All hazardous substances must be labeled, stored, used and disposed of in accordance with all local, state and federal requirements. All flammables shall be stored in approved safety containers and storage cabinets. Storage of flammables, including aircraft fuel external to the Aircraft, shall be limited to a maximum of five (5) gallons without the express written approval of the Airport Manager and Fire Marshall. Storage of support items shall not create a hazard or restrict access/movement of any stored Aircraft. Support items shall not be stored outside of the Premises. A vehicle may be parked in the Premises while the Aircraft, if any, is in use.
- (f) **Aircraft Maintenance.** Aircraft maintenance shall not be performed in or around the Premises, except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic and as defined in 14 CFR Part 43. Such use is conditioned on the restrictions identified herein. Aircraft engine runs, taxi operations, fueling, defueling, welding, open-flame soldering, charging batteries unattended, sanding, stripping, priming, painting, sealing, and fiberglass work in the Premises is prohibited.
- (g) **Aircraft Construction.** Aircraft construction shall not be performed in or around the Premises.

- (h) **Unauthorized Use.** Any unauthorized use of the Premises by the Tenant, its employees, agents or invitees, shall be considered a Tenant Event of Default, as described herein. The determination of whether Tenant is in material default of this Lease as a result of use shall be determined in the sole discretion of the Airport Manager.

6. Condition and Care of Premises.

- (a) **Condition of the Premises.** The Airport Manager and Tenant have inspected the Premises prior to the execution of this Lease and documented any existing defects and attached as reference to this Lease. Tenant hereby accepts the Premises in its present condition without any liability or obligation on the part of County to make any alterations, improvements or repairs of any kind which would constitute a change to the present condition of the Premises.
- (b) **Tenant Responsibility for Care.** Tenant shall keep the Premises, and the area immediately adjoining the Premises, neat, clean and free of grease, oil, rags, paper and other debris. Dust, fumes, noise and refuse shall be mitigated and contained in a manner as to not create a hazard or nuisance. Cleaning up of spills or other debris thereon shall be the responsibility of Tenant. Tenant shall immediately clean up any spills of hazardous substances and notify the fire department of any flammable liquid spills in excess of one (1) gallon. After ten (10) days written notice by County of an unacceptable condition, County will remedy the condition and bill Tenant for the expenses thereof, plus fifteen (15) percent, which Tenant agrees to pay within twenty (20) days of receipt of such billing statement.
- (c) **County Responsibility for Care.** County will maintain the structural components of the Premises, including doors and door mechanisms, and will maintain light fixtures, bulbs, and electrical components of the Premises, and perform normal building maintenance without additional cost to Tenant. County will provide snow removal in accordance with the Airport Rules and Regulations.
- (d) **Damage and Repairs.** Tenant shall immediately report to the Airport Manager any damage or defect to the Premises. Tenant shall be responsible for the cost to repair any damage to the Premises, or other County property, resulting from Tenant's direct actions, inactions, and/or neglect. In such circumstances, Tenant agrees to pay the costs of repair, plus fifteen (15) percent, within twenty (20) days of receipt of such invoice statement.
- (e) **Premises Doors and Security.** Tenant shall not place a personal lock on Premises doors and must use only the locks installed on the Premises by County. County shall provide Tenant keys for all Premises doors. Tenant shall be responsible for all costs associated with lost keys and/or damaged doors. Premises doors shall remain locked when not occupied. The large [*hangar or storage area*] door shall be operated in accordance with the following restrictions: 1) door locks and stays shall be unlocked, and the door, tracks,

and threshold shall be clear during operation and, 2) door shall be closed and locked when wind speeds are equal to or greater than 40 MPH.

- 7. Fire Safety.** Smoking is prohibited in or around the Premises. Extension cords, and/or surge protectors shall not be used to gain additional outlets, attached to any part of the structure of the Premises, extended through walls, ceilings, under doors or floor coverings, daisy-chained, or positioned such in a manner that could damage the cord. Existing wiring, outlets and/or fixtures shall not be modified. Access to county-provided fire extinguishers shall not be obstructed or obscured from view. Tenant shall immediately notify the Airport Manager if the fire extinguisher is discharged at any time, or a fire extinguisher is determined to be non-serviceable.
- 8. Improvements to Premises.**

 - (a) **Improvements to the Premises.** Modifications, additions, installations, attachments, painting, marking, defacing, drilling, cutting, bending, or any other type of alteration (collectively, "Improvements") to the Premises is prohibited without the express written consent of the Airport Manager, which authorization may be given or denied in County's sole discretion. Tenant shall make no Improvements other than those Improvements specifically authorized by County. Any authorized Improvements shall be made at the sole expense of Tenant.
 - (b) **Removal of Improvements.** Upon the termination of this Lease, Tenant shall remove any Improvements and repair any resulting damage to the Premises, at its sole expense. County may, with express written consent, allow the Improvements to remain on the Premises without any payment or compensation to the Tenant.
- 9. County Access to Premises.** County reserves the right to enter the Premises at any time and by whatever means necessary for purposes including, but not limited to making necessary repairs and improvements, supplying necessary services, inspecting for compliance, exhibiting to workers, contractors or perspective tenants, responding to emergencies, complying with a court order, or when County reasonably believes Tenant has abandoned or surrendered the Premises.
- 10. Emergency Removal of Personal Property.** In the event of an emergency, or other similar situation, and reasonable notice is not possible or practical, County may remove, relocate and/or store personal property, including Aircraft. County shall exercise reasonable care in removing, relocating and/or storing personal property, including aircraft, pursuant to this paragraph.
- 11. Substitution of Premises.** County reserves the right to require the Tenant to use a substitute space, whether it has a *[hangar or storage area]*. If the substitution of the Premises is unacceptable to the Tenant, the Tenant may terminate this Lease.

12. Utilities and Services.

- (a) **Electricity.** County shall provide electrical utility services to the Premises, the cost of which is included in the rent. Lights, fans, compressors, or other electrical equipment, other than engine heaters installed in the Aircraft, shall not be left on unattended. Use of electric area heaters or air conditioning units is strictly prohibited. County reserves the right to assess an additional fee for high electrical consumption by the Tenant as shall be determined in the sole discretion of the County.
- (b) **Refuse.** Tenant shall supply any needed refuse containers within the Premises. County shall provide a refuse container for Tenant to use, in common with other Airport users, to dispose of refuse directly related to the support of the authorized uses of the Premises. Use of the refuse container to dispose of hazardous substances or refuse not directly related to the authorized uses of the Premises is strictly prohibited.
- (c) **Waste Oil.** County shall provide a waste oil bowser for Tenant to use, in common with other Airport users, to dispose aircraft engine oil. Use of waste oil bowser to dispose of any fluids other than aircraft engine oil is strictly prohibited.
- (d) **Aircraft Washing.** County shall provide an area for Tenant to use, in common with other Airport users, for aircraft washing. Use of the area is limited to aircraft only; washing of vehicles, equipment, parts or other personal property is strictly prohibited.

13. Use of Airport. Tenant shall have use, in common with other Airport users, of aircraft operating areas, public roads and parking lots during the pendency of the Lease. This Lease shall not be construed to convey to Tenant the exclusive use of any part of the Airport except the Premises described in Section 1 herein.

14. Closure of the Airport. County may close the Airport, or areas of the Airport, in the event of inclement weather, an emergency, at the request of the state or federal governments, as may be required by local, state or federal regulation, or as deemed necessary by the County. County will attempt, as circumstances permit, to provide reasonable advance notice of an Airport closure. Closure of the Airport by the County pursuant to this paragraph shall not abate or excuse the tenant for any duty or obligation under this lease.

15. Required Documentation. During the term of this Lease, Tenant shall acquire and keep current all licenses, certificates, registrations, insurances, and other documentation as required by local, state and federal regulations for the uses and activities associated with this Lease. Tenant shall submit the following documentation to the County and update any changes within ten (10) days:

- (a) **Aircraft Documents, if Storing an Aircraft:**

- i. FAA Aircraft registration and contact information for all Aircraft owners.
- ii. Evidence of ownership or leasehold of Aircraft, if not registered to Tenant.
- iii. Current FAA Airworthiness Certificate.

(b) **Proof of insurance:** Current declarations page, listing County as additional insured, with minimums required herein.

16. Required Insurance. During the term of this Lease, Tenant shall maintain in force and effect the following insurance, listing County as an additional insured, in such minimum amounts as are specified in the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA (1978), as amended from time to time:

(a) **Aircraft Liability Insurance:** One Million Dollars (\$1,000,000.00) per occurrence, if storing an aircraft.

(b) **General Liability Insurance for property damage, injury or death resulting from occurrences on the Airport:** One Million Dollars (\$1,000,000.00) per occurrence.

17. Indemnity. Tenant hereby releases County from any loss or damage suffered by Tenant or any third party as a result of Tenant's use of the Premises and/or Airport, and Tenant hereby agrees to indemnify and hold harmless and defend County from and against all liabilities, claims, demands, settlements, actions, costs and expenses (including reasonable attorneys' fees) of any kind or nature, legal or equitable, arising from injury or death to persons or damages to property in any way arising out of, or related to, Tenant's use of the Premises, Airport or this Lease, provided, that said indemnification shall not extend to damages resulting from the negligent acts or willful misconduct of County, its employees, contractors or agents, and provided further that any such indemnification or defense shall be limited as specified in Tenant's insurance policy.

18. Compliance with Environmental, Health & Safety and Other Applicable Laws. Tenant shall comply with all applicable environmental, safety and health laws and regulations. Tenant shall not interfere with the environmental clean-up or restoration actions of County, or any of their contractors. Tenant shall also comply with any and all other applicable federal and state laws, rules and regulations, all applicable provisions of the County Code, and the Airport Rules and Regulations.

19. Required FAA Provisions.

(a) **Exclusive Rights.** Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the County herein reserves the right to grant similar privileges to other Tenants.

(b) **Title VI Nondiscrimination.** The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the Premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

(c) **General Civil Rights.** The Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant. This provision obligates the Tenant for the period during which the property is used by the Tenant and the airport remains obligated Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

20. Default.

(a) **Tenant Event of Default.** An "Tenant Event of Default" under this lease means the occurrence of any of the following:

- i. Tenant breaches any provision of or defaults under this lease, and such breach or default is not cured or remedied within thirty (30) days after written notice of such breach or default, provided that County may extend said cure-period for an additional ninety (90) days upon good cause shown, and provided further that County's remedies for default in rent payments shall not be subject to these notice requirements.
- ii. Tenant files a petition in bankruptcy or for reorganization or for any arrangement pursuant to any present or future federal bankruptcy act or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent or shall make an assignment for the benefit of its creditors.
- iii. A receiver, trustee or liquidator of Tenant or of all or substantially all of the property of Tenant, including the leased Premises, shall be appointed in any proceeding.

(b) **Termination for Tenant Event of Default.** Upon the occurrence of any Tenant Event of Default:

- i. County may terminate this Lease and the Term hereof without any right on the part of Tenant to waive the forfeiture by payment of any sum due or by performance of any other condition, term or covenant broken or in any other manner to reinstate this Lease; upon such termination, County shall be entitled to retain and to recover: (1) all Rent that shall have accrued through the date of termination, plus (2) any other reasonable amount necessary to compensate County for all damages, if any, caused by Tenant's failure to perform its obligations under this Lease (including, without limitation, reasonable attorneys' fees, disbursements and other charges, and costs of alterations of the Leased Premises); and
- ii. The County may terminate Tenant's right of possession and may repossess the Leased Premises by legal proceedings or otherwise, with or without terminating this Lease, after reentry or retaking or recovering of the Leased Premises, whether by termination of this Lease or not, County may re-let the same or a portion thereof for such rent and upon such terms as are commercially reasonable and be deemed advisable by County; and whether or not the Leased Premises are re-let, Tenant shall be liable for the losses and damages provided for and pursuant to Lease; provided however, if County seeks to recover lost rent from Tenant, County shall attempt to mitigate its losses by using good faith efforts to re-let the Leased Premises; and
- iii. County may exercise any other right, remedy, or privilege that may be available to it under this Lease or under applicable federal, state, or local law.

(c) **Remedies.** All remedies of County shall be cumulative and the election of one shall not preclude the exercise of another, at the same time or subsequently. County shall be required hereby to mitigate any of its damages hereunder. No termination of this Lease, cure by County of any Tenant Event of Default hereunder, repossession or re-letting of the Leased Premises, exercise of any remedy or collection of any damages shall relieve Tenant of any of its obligations hereunder.

(d) **County Event of Default.** In the event that County fails to perform or observe any obligations under this Lease, and any such failure is not cured or remedied within thirty (30) days after written notice of such breach or default (provided that such cure period shall be extended by Tenant for up to an additional ninety (90) days if such breach or default cannot reasonably be cured within the initial thirty (30) days and the County demonstrates to Tenant that County is diligently attempting to cure the same), then such failure shall, unless and until cured or remedied, constitute a "**County Event of Default**" under this Lease; provided that any such breach or default shall not be on account of any action or inaction on the part of another party. Tenant shall have no claim or rights against County with respect to any failure by County unless an uncured County Event of Default shall exist. Upon such event of default, Tenant may terminate this Lease.

(e) **Force Majeure.** Neither Tenant nor County shall be in default under this Lease if such performance of any obligation, duty or act is delayed or prevented by or due to events of Force Majeure.

- i. Notwithstanding any other provision herein, the term “**Force Majeure**” shall mean any delay in completing or performing any obligation under this Lease which arises from acts of God, labor disputes, fire, freight embargos, unavoidable casualty, flood (assuming the Tenant has taken reasonable precautions), earthquake, epidemic, civil disturbance, terrorism, war, riot, sabotage (by persons other than Tenant, its agents, employees or assigns), the discovery of archeological remains or objects of antiquity, the discovery of Hazardous Materials in, on or under the Land other than those that were brought to the Land by the Tenant, its subcontractors, invitees or tenants, or other similar acts or conditions, each case only to the extent the event in question is beyond the reasonable control and without the fault or negligence of the delayed party or its respective agent, employee or assign.
- ii. In the case of delay due to Force Majeure, the time within which the Party must comply with any of the terms, covenants and conditions of this Lease shall be extended by a period of time equal to the period of time that performance by the Party is delayed or prevented by the causes specified above, provided that within thirty (30) days of the commencement of the cause of delay the Party shall have notified the other Party of the existence of such cause of delay.

21. Notices. Any notice required or permitted to be delivered pursuant to this Lease shall be deemed received when hand delivered to the other party or three (3) days after deposit in the United States mail, postage prepaid, addressed to County or Tenant, or emailed, as the case may be, at the address stated below:

County:
Los Alamos County Airport
c/o Airport Manager
1040 Airport Road
Los Alamos, New Mexico 87544
E-Mail: _____

Tenant:

Either party may give notice of change of address by following the notice procedure set out herein. Any such change of address shall be effective immediately upon receipt by the other party.

22. Successors and Assigns. The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto.

23. Applicable Law.

- (a) **Jurisdiction.** This Lease shall be governed by New Mexico law. Venue for any judicial action shall be either in the First Judicial District Court in Los Alamos County, New Mexico or in the U.S. District Court, District of New Mexico.
- (b) **State and Federal Law.** This Lease is subject to all applicable State and Federal laws as well as all articles and conditions of grant agreements entered into between County and the Federal Aviation Administration and the Division of Aviation, Department of Transportation of the State of New Mexico, and nothing contained herein shall be construed to prevent County from making such further commitments as it desires to make to the Federal Government or to the State of New Mexico so as to qualify for further expenditure of federal and/or state funds at the Airport.
- (c) **Local Ordinances.** This Lease shall be subject and subordinate to all ordinances of the County of Los Alamos, the Rules and Regulations of the Airport and/or the Minimum Standards for Aeronautical Business Activities at the Airport, as the same may be in effect and amended from time to time.

24. No Waiver of Defaults. The failure of either party to take any action with respect to any default by the other party hereunder shall not be construed as a waiver or relinquishment of the non-defaulting party's right to the future performance of any such terms, covenants or conditions and the defaulting party's obligations in respect to such future performance shall continue in full force and effect.

25. Assignment. Tenant shall not assign this Lease in whole or in part or sublet the Premises without the prior express written consent of the Airport Manager and any attempted unauthorized assignment or subletting shall be void.

26. Liens, Attachments and Encumbrances. Should Tenant permit or cause to be filed of record any encumbrance, attachment or lien against the Premises, such filing shall be deemed a Tenant Event of Default unless cured by Tenant within ninety (90) days of the filing of such encumbrance, attachment or lien or unless within such ninety (90) day period Tenant shall initiate a contest of such encumbrance, attachment or lien in a court of competent jurisdiction.

27. Interpretation.

- (a) **Severability.** It is the intention of the parties hereto that the provisions of this Lease shall be severable with respect to declaration of invalidity of any provision contained herein. Should any provision be found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

(b) **Headings.** The paragraph headings are for convenience only and do not define, limit or describe the contents of such paragraphs.

28. Modification of Lease. Any modification of this Lease shall be binding only if evidenced in writing signed by both parties.

29. Entire Lease. This Lease constitutes the entire Lease between the parties regarding the subject matter hereof. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates indicated.

TENANT:

Signature

Printed Name

Date: _____

Tenant's Telephone Numbers

Primary: _____

Alternate: _____

**INCORPORATED COUNTY OF
LOS ALAMOS:**

Harry Burgess
County Manager

Date

ATTEST:

Naomi D. Maestas
Los Alamos County Clerk

INCORPORATED COUNTY OF LOS ALAMOS
LOS ALAMOS COUNTY AIRPORT
COMMERCIAL [HANGAR or STORAGE AREA] LEASE AGREEMENT

This Lease ("Lease") is entered into this ____ day of _____, 20____ by and between the Incorporated County of Los Alamos, an incorporated county of the State of New Mexico ("County"), and _____ ("Tenant"), collectively referred to herein as the "Parties".

1. Legal Description and Lease of Premises.

County hereby leases to the Tenant and the Tenant hereby leases from County the following described aircraft [*hangar or storage area*] ("Premises"), being a part of the Los Alamos County Airport ("Airport"), Los Alamos County, New Mexico; to-wit:

[*Hangar or Storage Area*] No. ____ as shown on the Airport Property layout maintained by the Airport Manager which is incorporated here by reference.

2. Rent.

(a) Tenant will pay County monthly rent for the Premises as follows:

The Tenant will pay to the County a monthly rent in the amount of _____ (\$ _____) during the initial term. All rent for any partial month shall be pro-rated at the rate of 1/30th of the monthly rent for each day the Premises are occupied pursuant to this Lease. The rent for the first month is payable in full at the time of delivery to County of an executed original of this Lease and thereafter on or before the first day of any subsequent month this Lease is in force and effect.

(b) All rent and other charges become delinquent ten (10) days after the date they are due, at which time County will impose a penalty charge of interest at the rate of two percent (2 %) per month pro-rated daily from the due date until paid on the amount owing, which penalty shall be immediately due and owing. If all charges, including but not limited to the delinquent penalty, are not paid within twenty (20) days after written notice of the default in payment is sent to Tenant, County may immediately terminate this Lease and exercise all rights of default as provided herein.

(c) Tenant shall not be entitled to refund of the rent, in whole or in part, after this Lease is executed by both parties, if County terminates this Lease for cause. If Tenant terminates this Lease, then County shall refund an amount equal to the then-current monthly rent divided by thirty (30) and multiplied by the number of calendar days remaining in the

month, less a processing fee of \$50. If County terminates this Lease without cause, Tenant shall receive a refund of a part of the rent as described above.

- (d) After the Initial Term, and for each Renewal Term, the monthly rent for that Renewal Term shall be adjusted based the most recent federal CPIU, US City Average, all items (1982-84=100) as prepared by the US Bureau of Labor Statistics. County may also adjust rent based on market conditions. Tenant will be notified no later than thirty (30) days before the applicable monthly rent is due.

3. Lease Term.

- (a) **Initial Term.** The term of this Lease shall begin on _____, 20____, and expire on _____, 20_____.
- (b) **Renewal Terms.** This Lease shall continue in effect from year to year, being automatically renewed after each year, unless either party gives written notice of termination, with or without cause, to the other party at least thirty (30) days prior to the end of the initial Lease term or any renewal term thereafter, or unless this Lease is terminated under any other provisions of this Lease. County does not guarantee any future renewal terms.

4. Termination and Surrender.

The parties may terminate the Lease as provided herein, provided that the termination of this Lease shall not affect the obligations or liabilities previously incurred or accrued under this Lease.

- (a) **Mutual Termination.** This Lease may be terminated at any time by written agreement of the Parties.
- (b) **Termination by Tenant.** This Lease may be terminated at any time by Tenant upon thirty (30) days written notice. Upon the termination of this Lease, Tenant shall quietly and peacefully remove itself and its property from the Premises and surrender the possession thereof to County. Upon termination of this Lease, County may, in its discretion, declare any property that has not been removed from the Premises as abandoned property subject to removal and disposal without liability of any kind to County, and repair any resulting damage, and Tenant agrees to promptly reimburse County for any and all costs and expenses County may incur.
- (c) **Termination by County.** County may terminate this Lease at any time upon thirty (30) days written notice. If County terminates this Lease without cause, County shall refund an amount equal to the then-current monthly rent divided by thirty (30) and multiplied by the number of calendar days remaining in the month. If County terminates this Lease for cause, Tenant shall not be entitled to refund of the rent, in whole or in part.

5. Use of Premises.

- (a) **Authorized Use.** Tenant agrees the Premises shall only be used for those purposes directly involved with, makes possible, facilitates, is related to, assists in, or is required for the safe operation of an aircraft and/or the aeronautical activities expressly authorized in this Lease, and for no other purposes, without the express written consent of the Airport Manager.
- (b) **Occupancy.** Tenant agrees to occupy the Premises only while engaged in activities necessary to directly support the authorized use of the Premises. Tenant shall not use the Premises as a residence, office, or crew-quarters.
- (c) **Commercial Activities.** Tenant is authorized to use the Premises to operate the following aeronautical business, as defined and stipulated by the Airport Minimum Standards: *[Business]*. Said use shall be limited to Tenant and no other persons, entities or businesses. Should the Tenant not actively be engaged in the *[business]* for a period exceeding three (3) months, the County reserves the right to rescind its approval for such activities and/or terminate this Lease.
- (d) **Storage of Aircraft.** Tenant may store an aircraft ("Aircraft"), in the Premises, in which Tenant has an ownership or leasehold interest. Aircraft must be maintained in an airworthy condition as evidenced by a Federally issued Airworthiness Certificate and aircraft log books. County may, upon thirty (30) days written notice, remove, relocate and/or store any non-airworthy aircraft at Tenant's sole expense. Tenant shall notify Airport Manager within ten (10) days of selling and/or replacing Aircraft.
- (e) **Storage of Support Items.** Tenant may store, in the Premises, only those supplies, materials, parts, tools, equipment, and other items necessary, and limited to quantities sufficient, to directly support the authorized use of the Premises. All hazardous substances must be labeled, stored, used and disposed of in accordance with all local, state and federal requirements. All flammables shall be stored in approved safety containers and storage cabinets. Storage of flammables, including aircraft fuel external to the Aircraft, shall be limited to a maximum of five (5) gallons without the express written approval of the Airport Manager and Fire Marshall. Storage of support items shall not create a hazard or restrict access/movement of any stored Aircraft. Support items shall not be stored outside of the Premises. A vehicle may be parked in the Premises while the Aircraft, if any, is in use.
- (f) **Aircraft Maintenance.** Aircraft maintenance may be performed in the Premises. Such use is conditioned on restrictions identified herein. Aircraft engine runs, taxi operations, fueling, defueling, welding, open-flame soldering, charging batteries unattended, sanding, stripping, priming, painting, sealing, and fiberglass work in the Premises is prohibited.
- (g) **Aircraft Construction.** Aircraft construction shall not be performed in or around the Premises.

- (h) **Unauthorized Use.** Any unauthorized use of the Premises by the Tenant, its employees, agents or invitees, shall be considered a Tenant Event of Default, as described herein. The determination of whether Tenant is in material default of this Lease as a result of use shall be determined in the sole discretion of the Airport Manager.

6. Condition and Care of Premises.

- (a) **Condition of the Premises.** The Airport Manager and Tenant have inspected the Premises prior to the execution of this Lease and documented any existing defects and attached as reference to this Lease. Tenant hereby accepts the Premises in its present condition without any liability or obligation on the part of County to make any alterations, improvements or repairs of any kind which would constitute a change to the present condition of the Premises.
- (b) **Tenant Responsibility for Care.** Tenant shall keep the Premises, and the area immediately adjoining the Premises, neat, clean and free of grease, oil, rags, paper and other debris. Dust, fumes, noise and refuse shall be mitigated and contained in a manner as to not create a hazard or nuisance. Cleaning up of spills or other debris thereon shall be the responsibility of Tenant. Tenant shall immediately clean up any spills of hazardous substances and notify the fire department of any flammable liquid spills in excess of one (1) gallon. After ten (10) days written notice by County of an unacceptable condition, County will remedy the condition and bill Tenant for the expenses thereof, plus fifteen (15) percent, which Tenant agrees to pay within twenty (20) days of receipt of such billing statement.
- (c) **County Responsibility for Care.** County will maintain the structural components of the Premises, including doors and door mechanisms, and will maintain light fixtures, bulbs, and electrical components of the Premises, and perform normal building maintenance without additional cost to Tenant. County will provide snow removal in accordance with the Airport Rules and Regulations.
- (d) **Damage and Repairs.** Tenant shall immediately report to the Airport Manager any damage or defect to the Premises. Tenant shall be responsible for the cost to repair any damage to the Premises, or other County property, resulting from Tenant's direct actions, inactions, and/or neglect. In such circumstances, Tenant agrees to pay the costs of repair, plus fifteen (15) percent, within twenty (20) days of receipt of such invoice statement.
- (e) **Premises Doors and Security.** Tenant shall not place a personal lock on Premises doors and must use only the locks installed on the Premises by County. County shall provide Tenant keys for all Premises doors. Tenant shall be responsible for all costs associated with lost keys and/or damaged doors. Premises doors shall remain locked when not occupied. The large [*hangar or storage area*] door shall be operated in accordance with

the following restrictions: 1) door locks and stays shall be unlocked, and the door, tracks, and threshold shall be clear during operation and, 2) door shall be closed and locked when wind speeds are equal to or greater than 40 MPH.

- 7. Fire Safety.** Smoking is prohibited in or around the Premises. Extension cords, and/or surge protectors shall not be used to gain additional outlets, attached to any part of the structure of the Premises, extended through walls, ceilings, under doors or floor coverings, daisy-chained, or positioned such in a manner that could damage the cord. Existing wiring, outlets and/or fixtures shall not be modified. Access to county-provided fire extinguishers shall not be obstructed or obscured from view. Tenant shall immediately notify the Airport Manager if the fire extinguisher is discharged at any time, or a fire extinguisher is determined to be non-serviceable.
- 8. Improvements to Premises.**

 - (a) **Improvements to the Premises.** Modifications, additions, installations, attachments, painting, marking, defacing, drilling, cutting, bending, or any other type of alteration (collectively, "Improvements") to the Premises is prohibited without the express written consent of the Airport Manager, which authorization may be given or denied in County's sole discretion. Tenant shall make no Improvements other than those Improvements specifically authorized by County. Any authorized Improvements shall be made at the sole expense of Tenant.
 - (b) **Removal of Improvements.** Upon the termination of this Lease, Tenant shall remove any Improvements and repair any resulting damage to the Premises, at its sole expense. County may, with express written consent, allow the Improvements to remain on the Premises without any payment or compensation to the Tenant.
- 9. County Access to Premises.** County reserves the right to enter the Premises at any time and by whatever means necessary for purposes including, but not limited to making necessary repairs and improvements, supplying necessary services, inspecting for compliance, exhibiting to workers, contractors or perspective tenants, responding to emergencies, complying with a court order, or when County reasonably believes Tenant has abandoned or surrendered the Premises.
- 10. Emergency Removal of Personal Property.** In the event of an emergency, or other similar situation, and reasonable notice is not possible or practical, County may remove, relocate and/or store personal property, including Aircraft. County shall exercise reasonable care in removing, relocating and/or storing personal property, including aircraft, pursuant to this paragraph.

11. Substitution of Premises. County reserves the right to require the Tenant to use a substitute space, whether it has a *[hangar or storage area]*. If the substitution of the Premises is unacceptable to the Tenant, the Tenant may terminate this Lease.

12. Utilities and Services.

- (a) **Electricity.** Tenant shall acquire and pay for electrical service to the Premises.
- (b) **Refuse.** Tenant shall supply any needed refuse containers within the Premises. County shall provide a refuse container for Tenant to use, in common with other Airport users, to dispose of refuse directly related to the support of the authorized uses of the Premises. Use of the refuse container to dispose of hazardous substances or refuse not directly related to the authorized uses of the Premises is strictly prohibited.
- (c) **Waste Oil.** County shall provide a waste oil bowser for Tenant to use, in common with other Airport users, to dispose aircraft engine oil. Use of waste oil bowser to dispose of any fluids other than aircraft engine oil is strictly prohibited.
- (d) **Aircraft Washing.** County shall provide an area for Tenant to use, in common with other Airport users, for aircraft washing. Use of the area is limited to aircraft only; washing of vehicles, equipment, parts or other personal property is strictly prohibited.

13. Use of Airport. Tenant shall have use, in common with other Airport users, of aircraft operating areas, public roads and parking lots during the pendency of the Lease. This Lease shall not be construed to convey to Tenant the exclusive use of any part of the Airport except the Premises described in Section 1 herein.

14. Closure of the Airport. County may close the Airport, or areas of the Airport, in the event of inclement weather, an emergency, at the request of the state or federal governments, as may be required by local, state or federal regulation, or as deemed necessary by the County. County will attempt, as circumstances permit, to provide reasonable advance notice of an Airport closure. Closure of the Airport by the County pursuant to this paragraph shall not abate or excuse the tenant for any duty or obligation under this lease.

15. Required Documentation. During the term of this Lease, Tenant shall acquire and keep current all licenses, certificates, registrations, insurances, and other documentation as required by local, state and federal regulations for the uses and activities associated with this Lease. Tenant shall submit the following documentation to the County and update any changes within ten (10) days:

- (a) **FAA Documents:** Current Operating Certificate or License.
- (b) **Aircraft Documents, if Storing an Aircraft:**

- i. FAA Aircraft registration and contact information for all Aircraft owners.
- ii. Evidence of ownership or leasehold of Aircraft, if not registered to Tenant.
- iii. Current FAA Airworthiness Certificate.

(c) **Proof of insurance:** Current declarations page, listing County as additional insured, with minimums required herein.

16. Required Insurance. During the term of this Lease, Tenant shall maintain in force and effect the following insurance, listing County as an additional insured, in such minimum amounts as are specified in the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA (1978), as amended from time to time:

(a) **Aircraft Liability Insurance:** One Million Dollars (\$1,000,000.00) per occurrence, if storing an aircraft.

(b) **General Liability Insurance for property damage, injury or death resulting from occurrences on the Airport:** One Million Dollars (\$1,000,000.00) per occurrence.

17. Indemnity. Tenant hereby releases County from any loss or damage suffered by Tenant or any third party as a result of Tenant's use of the Premises and/or Airport, and Tenant hereby agrees to indemnify and hold harmless and defend County from and against all liabilities, claims, demands, settlements, actions, costs and expenses (including reasonable attorneys' fees) of any kind or nature, legal or equitable, arising from injury or death to persons or damages to property in any way arising out of, or related to, Tenant's use of the Premises, Airport or this Lease, provided, that said indemnification shall not extend to damages resulting from the negligent acts or willful misconduct of County, its employees, contractors or agents, and provided further that any such indemnification or defense shall be limited as specified in Tenant's insurance policy.

18. Compliance with Environmental, Health & Safety and Other Applicable Laws. Tenant shall comply with all applicable environmental, safety and health laws and regulations. Tenant shall not interfere with the environmental clean-up or restoration actions of County, or any of their contractors. Tenant shall also comply with any and all other applicable federal and state laws, rules and regulations, all applicable provisions of the County Code, and the Airport Rules and Regulations.

19. Required FAA Provisions.

(a) **Economic Nondiscrimination.** Tenant agrees to 1) furnish commercial services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that

the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- (b) **Exclusive Rights.** Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the County herein reserves the right to grant similar privileges to other Tenants.
- (c) **Title VI Nondiscrimination.** The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the Premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.
- (d) **General Civil Rights.** The Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant. This provision obligates the Tenant for the period during which the property is used by the Tenant and the airport remains obligated Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

20. Default.

- (a) **Tenant Event of Default.** An “Tenant Event of Default” under this lease means the occurrence of any of the following:
 - i. Tenant breaches any provision of or defaults under this lease, and such breach or default is not cured or remedied within thirty (30) days after written notice of such breach or default, provided that County may extend said cure-period for an additional ninety (90) days upon good cause shown, and provided further that County’s remedies for default in rent payments shall not be subject to these notice requirements.

- ii. Tenant files a petition in bankruptcy or for reorganization or for any arrangement pursuant to any present or future federal bankruptcy act or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent or shall make an assignment for the benefit of its creditors.
- iii. A receiver, trustee or liquidator of Tenant or of all or substantially all of the property of Tenant, including the leased Premises, shall be appointed in any proceeding.

(b) **Termination for Tenant Event of Default.** Upon the occurrence of any Tenant Event of Default:

- i. County may terminate this Lease and the Term hereof without any right on the part of Tenant to waive the forfeiture by payment of any sum due or by performance of any other condition, term or covenant broken or in any other manner to reinstate this Lease; upon such termination, County shall be entitled to retain and to recover: (1) all Rent that shall have accrued through the date of termination, plus (2) any other reasonable amount necessary to compensate County for all damages, if any, caused by Tenant's failure to perform its obligations under this Lease (including, without limitation, reasonable attorneys' fees, disbursements and other charges, and costs of alterations of the Leased Premises); and
- ii. The County may terminate Tenant's right of possession and may repossess the Leased Premises by legal proceedings or otherwise, with or without terminating this Lease, after reentry or retaking or recovering of the Leased Premises, whether by termination of this Lease or not, County may re-let the same or a portion thereof for such rent and upon such terms as are commercially reasonable and be deemed advisable by County; and whether or not the Leased Premises are re-let, Tenant shall be liable for the losses and damages provided for and pursuant to Lease; provided however, if County seeks to recover lost rent from Tenant, County shall attempt to mitigate its losses by using good faith efforts to re-let the Leased Premises; and
- iii. County may exercise any other right, remedy, or privilege that may be available to it under this Lease or under applicable federal, state, or local law.

(c) **Remedies.** All remedies of County shall be cumulative and the election of one shall not preclude the exercise of another, at the same time or subsequently. County shall be required hereby to mitigate any of its damages hereunder. No termination of this Lease, cure by County of any Tenant Event of Default hereunder, repossession or re-letting of the Leased Premises, exercise of any remedy or collection of any damages shall relieve Tenant of any of its obligations hereunder.

(d) **County Event of Default.** In the event that County fails to perform or observe any obligations under this Lease, and any such failure is not cured or remedied within thirty (30) days after written notice of such breach or default (provided that such cure period shall be extended by Tenant for up to an additional ninety (90) days if such breach or default cannot reasonably be cured within the initial thirty (30) days and the County demonstrates

to Tenant that County is diligently attempting to cure the same), then such failure shall, unless and until cured or remedied, constitute a “**County Event of Default**” under this Lease; provided that any such breach or default shall not be on account of any action or inaction on the part of another party. Tenant shall have no claim or rights against County with respect to any failure by County unless an uncured County Event of Default shall exist. Upon such event of default, Tenant may terminate this Lease.

(e) **Force Majeure.** Neither Tenant nor County shall be in default under this Lease if such performance of any obligation, duty or act is delayed or prevented by or due to events of Force Majeure.

- i. Notwithstanding any other provision herein, the term “**Force Majeure**” shall mean any delay in completing or performing any obligation under this Lease which arises from acts of God, labor disputes, fire, freight embargos, unavoidable casualty, flood (assuming the Tenant has taken reasonable precautions), earthquake, epidemic, civil disturbance, terrorism, war, riot, sabotage (by persons other than Tenant, its agents, employees or assigns), the discovery of archeological remains or objects of antiquity, the discovery of Hazardous Materials in, on or under the Land other than those that were brought to the Land by the Tenant, its subcontractors, invitees or tenants, or other similar acts or conditions, each case only to the extent the event in question is beyond the reasonable control and without the fault or negligence of the delayed party or its respective agent, employee or assign.
- ii. In the case of delay due to Force Majeure, the time within which the Party must comply with any of the terms, covenants and conditions of this Lease shall be extended by a period of time equal to the period of time that performance by the Party is delayed or prevented by the causes specified above, provided that within thirty (30) days of the commencement of the cause of delay the Party shall have notified the other Party of the existence of such cause of delay.

21. Notices. Any notice required or permitted to be delivered pursuant to this Lease shall be deemed received when hand delivered to the other party or three (3) days after deposit in the United States mail, postage prepaid, addressed to County or Tenant, or emailed, as the case may be, at the address stated below:

County:
Los Alamos County Airport
c/o Airport Manager
1040 Airport Road
Los Alamos, New Mexico 87544
E-Mail: _____

Tenant:

Either party may give notice of change of address by following the notice procedure set out herein. Any such change of address shall be effective immediately upon receipt by the other party.

22. Successors and Assigns. The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto.

23. Applicable Law.

- (a) **Jurisdiction.** This Lease shall be governed by New Mexico law. Venue for any judicial action shall be either in the First Judicial District Court in Los Alamos County, New Mexico or in the U.S. District Court, District of New Mexico.
- (b) **State and Federal Law.** This Lease is subject to all applicable State and Federal laws as well as all articles and conditions of grant agreements entered into between County and the Federal Aviation Administration and the Division of Aviation, Department of Transportation of the State of New Mexico, and nothing contained herein shall be construed to prevent County from making such further commitments as it desires to make to the Federal Government or to the State of New Mexico so as to qualify for further expenditure of federal and/or state funds at the Airport.
- (c) **Local Ordinances.** This Lease shall be subject and subordinate to all ordinances of the County of Los Alamos, the Rules and Regulations of the Airport and/or the Minimum Standards for Aeronautical Business Activities at the Airport, as the same may be in effect and amended from time to time.

24. No Waiver of Defaults. The failure of either party to take any action with respect to any default by the other party hereunder shall not be construed as a waiver or relinquishment of the non-defaulting party's right to the future performance of any such terms, covenants or conditions and the defaulting party's obligations in respect to such future performance shall continue in full force and effect.

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(b) **Headings.** The paragraph headings are for convenience only and do not define, limit or describe the contents of such paragraphs.

28. Modification of Lease. Any modification of this Lease shall be binding only if evidenced in writing signed by both parties.

29. Entire Lease. This Lease constitutes the entire Lease between the parties regarding the subject matter hereof. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

(THIS SECTION INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates indicated.

TENANT:

Signature

Printed Name

Date: _____

Tenant Telephone Numbers:

Primary: _____

Alternate: _____

Tenant CRS No: _____

**INCORPORATED COUNTY OF
LOS ALAMOS:**

Harry Burgess
County Manager

Date

ATTEST:

Naomi D. Maestas
Los Alamos County Clerk

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 544

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR
OR HIS DESIGNEE TO EXECUTE GROUND LEASES FOR HANGARS AT THE LOS
ALAMOS COUNTY MUNICIPAL AIRPORT**

WHEREAS, the Incorporated County of Los Alamos ("the County") has heretofore operated the Los Alamos County Municipal Airport ("Airport") under lease from the United States Department of Energy ("DOE"); and

WHEREAS, DOE has conveyed fee title to the Airport to the County as of October 20, 2008; and

WHEREAS, Section 3-54-1, N.M.S.A. (1978) provides that a municipality may lease any municipal facility or real property of any value normally leased in the regular operations of the municipal facility or real property; and

WHEREAS, the County has normally made ground leases for hangars available as subleases in the regular operations of the Airport; and

WHEREAS, the County desires, as owner and operator, to continue providing ground leases for hangars; and

WHEREAS, Section 203 of the Los Alamos County Charter provides that any lease or authorization to lease real property owned by the County shall be by ordinance; and

WHEREAS, the County Council desires to authorize the County Administrator or his designee to enter into ground leases for hangars on commercially reasonable terms substantially according to the lease forms attached hereto as Attachments 1 and 2.

NOW, THEREFORE, BE IT ORDAINED that:

SECTION 1. Finding. The County is authorized to lease real property pursuant to the provisions of Section 3-54-1, N.M.S.A. (1978).

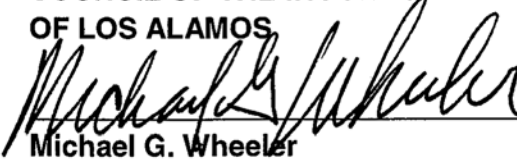
SECTION 2. Authorization to Lease the Premises; Execution of Lease by Authorized Officers. The County Administrator, or his designee, is hereby authorized to execute hangar ground lease agreements for portions of the Airport on commercially reasonable terms substantially according to the lease forms attached hereto as Attachments 1 and 2.

SECTION 3. Effective Date. This ordinance shall become effective thirty (30) days after publication of notice of its adoption.

ADOPTED this 6th day of October, 2009.

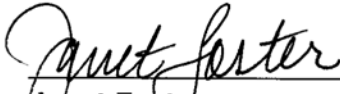


**COUNCIL OF THE INCORPORATED COUNTY
OF LOS ALAMOS**



**Michael G. Wheeler
Council Chair**

ATTEST: (Seal)



**Janet Foster
County Clerk**

**INCORPORATED COUNTY OF LOS ALAMOS
LOS ALAMOS AIRPORT
LEASE OF REAL ESTATE FOR AN AIRCRAFT HANGAR**

This Lease ("Lease") is entered into this ____ day of _____, 200__ by and between the Incorporated County of Los Alamos, an incorporated county of the State of New Mexico, whose address is 1040 Airport Road, Los Alamos, New Mexico 87544 ("County"), and _____ ("Tenant").

1. Legal Description and Lease of Premises.

- (a) County hereby leases to the Tenant and the Tenant hereby leases from County the following described real estate ("Premises"), being a part of the Los Alamos Airport, Los Alamos County, New Mexico; to-wit:

Aircraft Ramp Space No. ____ as shown on the Airport Property layout maintained by the Airport Manager.

- (b) The improvements on the premises belonging to County and provided by County for Tenant's use include only the surface of the land, whether in a natural state or paved/concrete.
- (c) The terms "facility," "hangar," "building," "structure," or similar terminology refer to construction improvements owned by Tenant on the premises.

2. Rent.

- (a) The Tenant will pay to the County annual rent for the parcel described in Paragraph 1 of this Lease as follows:

The Tenant will pay to the County an annual rent in the amount of five hundred dollars (\$500.00) during the initial term. The rent for the first year is payable in full at the time of delivery to County of an executed original of this Lease and thereafter on or before the same day of any subsequent year this Lease is in force and effect.

- (b) Subject to the provisions of subparagraph (e) herein, the applicable annual rent will be determined by the County and Tenant will be notified no later than thirty (30) days before the annual rent is due.
- (c) The rent for renewal terms shall be set by county at the time of renewal.
- (d) If, for any reason, the rent as set forth in this Section is not paid when due, a carrying charge of two percent (2%) per month or any portion of the month thereof shall be imposed on the amount which remains due and unpaid.

- (e) Tenant shall not be entitled to refund of the rent, in whole or in part, after this Lease is executed by both parties, if County terminates this Lease for cause. If Tenant terminates this Lease, then County shall refund an amount equal to the then-current annual rent divided by 12 and multiplied by the number of whole calendar months remaining in the Lease, less a processing fee of \$50. If County terminates this Lease without cause, Tenant shall receive a refund of a part of the rent as described above except that the processing fee shall not apply.
- (f) There shall be an annual cost of living adjustment, payable by Tenant with the annual rent, applied to each year's rent during the initial term, beginning with the second year of rent. This cost of living adjustment will be that determined by the federal CPIU, US city average, all items (1982-84=100) as prepared by the US Bureau of Labor Statistics.

3. Lease Term.

- (a) **Initial Term.** The term of this Lease shall begin on October 1, 2008 and shall continue for a period of twenty (20) years, expiring on September 30, 2028.
- (b) **Renewal Terms.** Lessee may renew the lease for a second term of ten (10) years, and for two subsequent terms of five (5) years each.

4. Expiration of Lease, Termination and Surrender.

- (a) **Expiration of Lease.** Upon expiration of the initial term or any renewal term, County may renew the lease at the request of Tenant, or may purchase the improvements as follows, provided, that if Tenant chooses at any such time not to renew the lease, the improvements shall become the property of County on the same terms as upon expiration of the final renewal as identified herein:
 - i. **Expiration of initial term.** County may purchase the improvements for fifty (50) percent of fair market value.
 - ii. **Expiration of first (10-year) renewal term.** County may purchase the improvements for twenty-five (25) percent of fair market value.
 - iii. **Expiration of second (5-year) renewal term.** County may purchase the improvements for ten (10) percent of fair market value.
 - iv. **Expiration of final (5-year) renewal term.** Tenant shall surrender the leased premises, including all buildings and site improvements constructed or installed by the Tenant, in good condition, reasonable wear and tear and damage by fire, explosion, windstorm or any other casualty excepted. All such buildings and improvements shall become the sole property of the County.
- (b) **Termination of Lease Prior to Expiration.** The parties may terminate the lease prior to expiration as provided herein, provided, that the termination of this Lease shall not affect the obligations or liabilities previously incurred or accrued under this Lease.

- i. **Mutual Termination.** This Lease may be terminated at any time by written agreement of the parties.
 - ii. **Termination by Tenant.** This lease may be terminated at any time by Tenant upon thirty (30) days written notice. Upon the termination of this Lease, Tenant shall quietly and peacefully remove itself and its property from the premises and surrender the possession thereof to County. County may, in its discretion, declare any property that has not been removed from the premises upon termination of this Lease, as abandoned property subject to use or disposal by County.
 - iii. **Termination by County.** County may terminate this lease at any time upon thirty (30) days written notice. Upon any such termination, County shall pay to Tenant the fair market value of the improvements, adjusted as follows:

During initial term:	Full fair market value
During first renewal term:	50 % of fair market value
During second renewal term:	25% of fair market value
During final renewal term:	10% of fair market value
- (c) **Determination of Fair Market Value.** The purchase price of the improvements shall be based on an appraisal of the fair market value of the improvements at the time of conveyance, as established by County through an appraisal paid for by Tenant. The appraiser and the appraisal instructions must be approved by county. All appraisers must possess a Certified General Appraiser Certification issued by the New Mexico Board of Real Estate Appraisers and membership in good standing in one of the following nationally recognized appraisal societies: American Institute of Appraisers; Members Appraisal Institute; Society of Real Estate Appraisers; Senior Real Property Appraisers; National Association of Independent Fee Appraisers; Independent Fee Appraiser Senior; National Society of Real Estate Appraisers; or a Certified Real Estate Appraiser. If Tenant or County does not agree with the results of an appraisal, Tenant or County may contest the results of such appraisal. In such case, Tenant and County shall each select one appraiser to be known as "Secondary Appraisers," whose costs shall be individually paid by each party. The Secondary Appraisers shall each conduct an independent appraisal of the subject improvements. If the Secondary Appraisers do not agree on the appraisal value of the subject improvements, the Secondary Appraisers shall jointly select a third appraiser known as the "Independent Appraiser." The Independent Appraiser will engage the Secondary Appraisers in a discussion regarding the Secondary Appraisers' appraisals of the subject Improvements, and the Secondary Appraisers and the Independent Appraiser shall work together to reach an agreement on the appraisal value of the subject improvements. In the event such an agreement cannot be obtained, the Independent Appraiser shall make a determination of the appraisal value of the subject improvements based upon the Independent Appraiser's review of the Secondary Appraisers' appraisals and his own analysis in accordance with certified appraisal standards. The determination by the Independent Appraiser will be final and binding upon Tenant and County. The fees and other costs of the Independent Appraiser shall be shared equally by Tenant and County.

5. Use of Premises.

- (a) Tenant agrees that the use of the premises shall be limited to the storage of airworthy aircraft (as specified or as may be replaced as provided in this Lease, the "aircraft") in accordance with the terms and conditions of this Lease and for related purposes specifically allowed by the Airport Rules and Regulations, and for no other purpose, including without limitation any business purpose.
- (b) Tenant's use of the premises is subject to all utilities easements and other easements that may be currently existing or granted in the future.
- (c) In the event Tenant wishes to occupy the premises for the purpose of constructing an aircraft, Tenant shall notify the Airport Manager in writing and provide a description of the aircraft to be constructed and the anticipated timeline for construction of the aircraft. Tenant shall provide, in writing, any other information the Airport Manager requests relating to the aircraft construction activities.

6. Care of Leased Premises/County Access.

- (a) Tenant shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Tenant in good and substantial repair and condition, including the exterior condition thereof, and shall make all necessary repairs and alterations thereto. Maintenance includes, but is not limited to, any and all environmental clean-ups of the site and/or removal of the facility. Tenant agrees to hold County harmless from any responsibility or expense for any maintenance of the facilities during the lease. Tenant shall provide proper containers for trash and garbage and shall keep the premises free and clear of rubbish, debris and litter at all times.
- (b) **Access.** The County hereby reserves the right to enter upon the leased premises at reasonable times for the purpose of making inspections to determine if the conditions and requirements of this Lease are being fully complied with. Should any buildings on the leased premises become deficient in maintenance or in need of repair, Tenant shall cause repairs to be made to same within thirty (30) days after receipt of notice from County. Failure to comply shall be considered an event of default.

- 7. Building Construction Requirement.** Tenant shall be required to abide by all Fire Codes and Building Codes, as adopted by the County of Los Alamos, in the operation and alteration of the facilities on space as described herein. The type, size, style and appearance of construction must be approved by the County prior to submittal for building permits. Said approval shall not be unreasonably withheld. Tenant agrees to pay or cause to be paid, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery or equipment which may have been furnished or ordered with Tenant's consent to be furnished to or for the Tenant in, upon or about the premises herein leased, and shall cause to be discharged any mechanic's, materialmen's or other lien against the premises herein leased or County's interest therein.

- 8. Use of Airport Facilities.** The Tenant shall have use of the Los Alamos Airport, including, but not by way of limitation, the landing areas, aprons, taxiways and vehicle parking areas during the pendency of the Lease. This Lease shall not be construed to convey to the Tenant the exclusive use of any part of the Los Alamos Airport except those premises described in Section 1 herein, or to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 47107 of Title 49 USC, Subtitle VII, as amended. The County reserves the right to lease to any other party any portion of the Los Alamos Airport not described in Paragraph 1 herein other than public facilities, and to grant to others the privilege and right of conducting any one or more activities of an aeronautical nature.
- 9. Hazardous Substances.** In no event shall Tenant use, except in quantities and for purposes consistent with the permitted use, or dispose hazardous substances, pollutants, or contaminants on the premises. Any use, except as specifically provided in this paragraph, or disposal of hazardous substances, pollutants, or contaminants on the premises shall constitute an event of default.
- 10. Historic or Archeological Sites.** In no event shall Tenant undertake any activity anywhere on the Airport Property that may adversely affect a historic or archeological property and shall cease any activity anywhere on the Airport Property immediately upon written notification from County.
- 11. Substitution of Tie-Down Space.** County reserves the right to require any Tenant using a space on which a hangar is located to use a substitute space, whether or not it has a hangar on it, for purposes of maintenance and repair of the Airport facilities. If, within five (5) days after notice is given that Tenant will be assigned a substitute space, Tenant notifies the Airport Manager in writing of unusual circumstances that render the aircraft unable to relocate, the Airport Manager will take such unusual circumstances into consideration and, to the extent reasonably practicable, allow additional time for the relocation as necessary, in the Airport Manager's sole discretion, for Tenant to relocate to the assigned substitute space.
- 12. Closure of the Airport.** In the event of an emergency declared by County, or at the request of the state or federal governments, or for any other reason as set out in the Airport Rules and Regulations, County may close the Airport and Tenant may not have access to the premises during the period the Airport is closed. In the event the Airport is closed, County will attempt, as circumstances permit, to provide reasonable advance notice to Tenant and allow Tenant access to the premises as may be allowed and reasonably practicable given the circumstances and other competing priorities.
- 13. Documentation.** Tenant shall submit to County, together with this Lease, the following documentation:
- (a) Federal aircraft registration.
 - (b) Evidence of Tenant's ownership of or leasehold interest in the aircraft.
 - (c) Proof of Insurance.

Upon any change in aircraft, Tenant shall notify county within thirty (30) days of acquiring or removing said aircraft, and shall provide the above-specified documentation with respect to said acquired aircraft.

14. Removal of Aircraft and Personal Property.

- (a) Tenant shall not place or park any aircraft that is not airworthy, parts and other personal property, on the premises or elsewhere at the Airport except as provided in this Lease or as otherwise expressly authorized in writing by the Airport Manager.
- (b) Subject to the provisions of section 5(a) or as otherwise provided herein, County may, upon thirty (30) days written notice, move any aircraft that is not airworthy or any parts or other personal property located on the premises or otherwise placed or left by Tenant at the Airport from the place where they are located and may store said items in such reasonable location as County may determine on Tenant's behalf and at Tenant's sole expense and without liability to County for damage that may result. Tenant shall immediately pay to County any and all costs incurred by County in any removal, placement or storage undertaken pursuant to this paragraph.
- (c) In the event that any aircraft or other personal property of Tenant interferes with the operations or other needs of the Airport, County may provide reasonable notice to Tenant to move any such aircraft or property to such place as County may designate. Said removal shall be at Tenant's sole cost and expense. Provided, that in the event of an emergency or other similar situation necessitating removal and reasonable notice is not possible or practical, County may, with the exercise of reasonable care, remove the aircraft or property and Tenant shall have no recourse against County for any damages suffered as a result of said removal.

15. Condition of The Premises. Tenant has made or has had a reasonable opportunity to make an inspection of the premises, and accepts the premises "AS IS, WHERE IS." County makes no warranty, express or implied, as to the condition of the premises, the general usability of the premises, or the suitability of the premises for any particular purpose. Upon Tenant's acceptance of the premises, County shall owe Tenant the duty of quiet enjoyment. County shall also be responsible for snow removal in accordance with the county's snow-removal policy.

16. Structures, Improvements, Alteration or Additions.

- (a) Construction of any improvements or alterations, additions, excavations, improvements to, installations upon or other modification or alterations to the premises, including signage of any kind (the "improvements"), shall be made only upon the prior written specific authorization of County, which authorization may be given or denied in County's sole discretion, provided, that denial of approval for construction of hangar facilities such as would defeat the purposes of this lease shall entitle Tenant to termination of the lease. All improvements shall be made at the sole expense of Tenant and title to the improvements shall remain in Tenant unless and until title vests in County as expressly

provided herein. Tenant shall make no improvements other than those improvements specifically authorized by the Airport Manager.

- (b) Tenant shall repair any damage to the premises or other County property resulting from Tenant's installation, construction, or removal of such improvements, equipment, personal property or other items belonging to Tenant. County shall be entitled to remove and dispose of any improvements, personal property, and other items belonging to Tenant remaining on the premises after the termination of this Lease without the express written authorization of the Airport Manager, without liability of any kind to County, and repair any resulting damage, and Tenant agrees to promptly reimburse County for any and all costs and expenses County may incur in such removal and disposal.

17. Sale of Improvements. Before Tenant sells any improvements on the premises, Tenant shall provide County first right of refusal to purchase such improvements at a purchase price equal to the amount of any offer received by Tenant. County shall have thirty_(30) days to accept said offer, after which the offer will be deemed refused. Any sale of the improvements and transfer of the lease shall be contingent upon the new owner executing an agreement to assume the remainder of the Lease in the then-current annual fee to be effective contemporaneously with said sale. The expiration, termination and surrender provisions of this lease shall be binding upon any such new owner according to the initial term and renewal provisions of this lease, and no new term shall commence. Any such Lease with a new owner shall be effective immediately upon transfer of this Lease.

18. Utilities and Services. County will not furnish utilities, trash or garbage collection services to the premises. Procurement of utilities to the premises shall be the sole responsibility of Tenant and Tenant shall timely pay any and all utilities bills and invoices for other services provided to the premises.

19. Taxes. Tenant will promptly pay such taxes, levies, fines and/or assessments, if any, as may be lawfully imposed upon Tenant's property or interests with respect to the premises, by any federal, state, county or other authority.

20. Compliance with Environmental, Health & Safety and Other Applicable Laws. Tenant shall comply with all applicable environmental, safety and health laws and regulations. Tenant shall not interfere with the environmental clean-up or restoration actions of County, or any of their contractors. Tenant shall also comply with any and all other applicable federal and state laws, rules and regulations, all applicable provisions of the County Code, and the Airport Rules and Regulations.

21. Insurance. During the term of this Lease, Tenant shall maintain in force and effect the following insurance, listing County as an additional insured, in such minimum amounts as are specified in the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA (1978), as amended from time to time. The insurance shall provide that County be notified no less than thirty (30) days in advance in the event of cancellation. Failure to maintain required insurance shall be considered an event of default.

- (a) Aircraft Liability Insurance: \$1,000,000.00 per occurrence.
- (b) Premise General Liability Insurance for property damage, injury or death resulting from occurrences on the Airport premises: \$1,000,000.00 per occurrence, which insurance may be provided in an endorsement or rider to Tenant's Aircraft Liability Insurance.

22. Indemnity. Tenant hereby releases County from any loss or damage suffered by Tenant or any third party as a result of Tenant's use of the premises, and Tenant hereby agrees to indemnify and hold harmless and defend County from and against all liabilities, claims, demands, settlements, actions, costs and expenses (including reasonable attorneys' fees) of any kind or nature, legal or equitable, arising from injury or death to persons or damages to property in any way arising out of, or related to, Tenant's use of the premises or this Lease, provided, that said indemnification shall not extend to damages resulting from the negligent acts or willful misconduct of County, its employees, contractors or agents, and provided further that any such indemnification or defense shall be limited as specified in Tenant's insurance policy.

23. Default.

(a) An "Event of Default" under this lease means the occurrence of any of the following:

- i. Tenant breaches any provision of or defaults under this lease, and such breach or default is not cured or remedied within thirty (30) days after written notice of such breach or default, provided that County may extend said cure-period for an additional ninety (90) days upon good cause shown, and provided further that County's remedies for default in rent payments shall not be subject to these notice requirements.
- ii. Tenant files a petition in bankruptcy or for reorganization or for any arrangement pursuant to any present or future federal bankruptcy act or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent or shall make an assignment for the benefit of its creditors.
- iii. A receiver, trustee or liquidator of Tenant or of all or substantially all of the property of Tenant, including the leased premises, shall be appointed in any proceeding.

(b) Upon the occurrence of any Event of Default:

- i. The County may terminate this Lease and the Term hereof without any right on the part of Tenant to waive the forfeiture by payment of any sum due or by performance of any other condition, term or covenant broken or in any other manner to reinstate this Lease; upon such termination, the County shall be entitled to retain and to recover: (i) all Rent that shall have accrued through the date of termination, plus (ii) any other reasonable amount necessary to compensate the County for all damages, if any, caused by Tenant's failure to perform its obligations under this Lease (including, without limitation, reasonable attorneys' fees, disbursements and other charges, costs of alterations of the Leased Premises, interest costs and brokers' fees incurred upon any re-letting of the Leased Premises for the remainder of the Term if the Event of Default had not occurred); and

- ii. The County may terminate Tenant's right of possession and may repossess the Leased Premises by legal proceedings or otherwise, with or without terminating this Lease, after reentry or retaking or recovering of the Leased Premises, whether by termination of this Lease or not, the County may re-let the same or a portion thereof for such rent and upon such terms as are commercially reasonable and be deemed advisable by the County; and whether or not the Leased Premises are re-let, Tenant shall be liable for the losses and damages provided for and pursuant to Lease; provided however, if the County seeks to recover lost rent from Tenant, the County shall attempt to mitigate its losses by using good faith efforts to re-let the Leased Premises; and
 - iii. The County may exercise any other right, remedy, or privilege that may be available to it under this Lease or under applicable federal, state, or local law.
- (c) All remedies of the County shall be cumulative and the election of one shall not preclude the exercise of another, at the same time or subsequently. The County shall be required hereby to mitigate any of its damages hereunder. No termination of this Lease, cure by the County of any Event of Default hereunder, repossession or re-letting of the Leased Premises, exercise of any remedy or collection of any damages shall relieve the Lessee of any of its obligations hereunder. Upon any termination due to Tenant's uncured default, all improvements shall become the property of County.
- (d) County Event of Default. In the event that the County fails to perform or observe any obligations under this Lease, and any such failure is not cured or remedied within thirty (30) days after written notice of such breach or default (provided that such cure period shall be extended by Tenant for up to an additional ninety (90) days if such breach or default cannot reasonably be cured within the initial thirty (30) days and the County demonstrates to Tenant that the County is diligently attempting to cure the same), then such failure shall, unless and until cured or remedied, constitute a **"County Event of Default"** under this Lease; provided that any such breach or default shall not be on account of any action or inaction on the part of another party. Tenant shall have no claim or rights against the County with respect to any failure by the County unless an uncured County Event of Default shall exist. Upon such event of default, Tenant may terminate this Lease. Tenant's disposal of improvements upon such termination shall be as specified in paragraph 4(b)(iii) herein, relating to County's early termination.
- (e) Neither Tenant nor the County shall be in default under this Lease if such performance of any obligation, duty or act is delayed or prevented by or due to events of Force Majeure.
- i. Notwithstanding any other provision herein, the term **"Force Majeure"** shall mean any delay in completing or performing any obligation under this Lease which arises from acts of God, labor disputes, fire, freight embargos, unavoidable casualty, flood (assuming the Lessee has taken reasonable precautions), earthquake, epidemic, civil disturbance, terrorism, war, riot, sabotage (by persons other than the Lessee, its agents, employees or assigns), the discovery of archeological remains or objects of antiquity, the discovery of Hazardous Materials in, on or under the Land other than those that were brought to the Land by the Lessee, its subcontractors, invitees or tenants, or other similar acts or conditions, each case only to the extent the event in

question is beyond the reasonable control and without the fault or negligence of the delayed party or its respective agent, employee or assign.

- ii. In the case of delay due to Force Majeure, the time within which the Party must comply with any of the terms, covenants and conditions of this Lease shall be extended by a period of time equal to the period of time that performance by the Party is delayed or prevented by the causes specified above, provided that within thirty (30) days of the commencement of the cause of delay the Party shall have notified the other Party of the existence of such cause of delay.

24. Notice. Any notice required or permitted to be delivered pursuant to this Lease shall be deemed received when hand delivered to the other party or three (3) days after deposit in the United States mail, postage prepaid, addressed to County or Tenant, as the case may be, at the address stated below:

County:

Airport Manager
County Administrator's Office
Incorporated County of Los Alamos
1040 Airport Road
Los Alamos, New Mexico 87544

Tenant:

Either party may give notice of change of address by following the notice procedure set out herein. Any such change of address shall be effective immediately upon receipt by the other party.

25. Successors and Assigns. The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto.

26. Applicable Law.

- (a) This lease shall be governed by New Mexico law. Venue for any judicial action shall be in the First Judicial District Court in Los Alamos County, New Mexico.
- (b) State and Federal Law

This Lease is subject to all applicable State and Federal laws as well as all articles and conditions of grant agreements entered into between the County and the Federal Aviation Administration and the Division of Aviation, Department of Transportation of the State of New Mexico and nothing contained herein shall be construed to prevent the County from making such further commitments as it desires to make to the Federal Government or to the State of New Mexico so as to qualify for further expenditure of federal and/or state funds at the Los Alamos Airport.

(c) Local Ordinances

This Lease shall be subject and subordinate to all ordinances of the County of Los Alamos, the Rules and Regulations of the Los Alamos Airport and/or the Minimum Standards for Aeronautical Business Activities at the Los Alamos Airport, as the same may be in effect and amended from time to time.

- 27. No Waiver of Defaults.** The failure of either party to take any action with respect to any default by the other party hereunder shall not be construed as a waiver or relinquishment of the non-defaulting party's right to the future performance of any such terms, covenants or conditions and the defaulting party's obligations in respect to such future performance shall continue in full force and effect.
- 28. Assignment.** Tenant shall not assign this Lease in whole or in part or sublet the premises without the prior written consent of the Airport Manager and any attempted unauthorized assignment or subletting shall be void and shall be considered an event of default.
- 29. Liens, Attachments and Encumbrances.** Should Lessee permit or cause to be filed of record any encumbrance, attachment or lien against the premises, such filing shall be deemed an event of default unless cured by Lessee within ninety (90) days of the filing of such encumbrance, attachment or lien or unless within such ninety (90) day period Lessee shall initiate a contest of such encumbrance, attachment or lien in a court of competent jurisdiction.
- 30. Interpretation.**
- (a) Severability
It is the intention of the parties hereto that the provisions of this Lease shall be severable with respect to declaration of invalidity of any provision contained herein. Should any provision be found to be void or unenforceable, the remaining provisions shall remain in full force and effect.
- (b) Headings
The paragraph headings are for convenience only and do not define, limit or describe the contents of such paragraphs.
- 31. Modification of Lease.** Any modification of this Lease shall be binding only if evidenced in writing signed by both parties.
- 32. Entire Lease.** This Lease constitutes the entire Lease between the parties regarding the subject matter hereof. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

**INCORPORATED COUNTY OF LOS ALAMOS
LOS ALAMOS AIRPORT LEASE OF REAL ESTATE
FOR AN AIRCRAFT HANGAR AND AERONAUTICAL BUSINESS**

This Lease ("Lease") is entered into this ____ day of _____, 200__ by and between the Incorporated County of Los Alamos, an incorporated county of the State of New Mexico, whose address is 1040 Airport Road, Los Alamos, New Mexico 87544 ("County"), and _____ ("Tenant").

1. Legal Description and Lease of Premises.

- (a) County hereby leases to the Tenant and the Tenant hereby leases from County the following described real estate ("Premises"), being a part of the Los Alamos Airport, Los Alamos County, New Mexico; to-wit:

Aircraft Ramp Space No. ____ as shown on the Airport Property layout maintained by the Airport Manager.

- (b) The improvements on the premises belonging to County and provided by County for Tenant's use include only the surface of the land, whether in a natural state or paved/concrete.
- (c) The terms "facility," "hangar," "building," "structure," or similar terminology refer to construction improvements owned by Tenant on the premises.

2. Rent.

- (a) The Tenant will pay to the County annual rent for the parcel described in Paragraph 1 of this Lease as follows:

The Tenant will pay to the County an annual rent in the amount of five hundred dollars (\$500.00) during the initial term. The rent for the first year is payable in full at the time of delivery to County of an executed original of this Lease and thereafter on or before the same day of any subsequent year this Lease is in force and effect.

- (b) Subject to the provisions of subparagraph (e) herein, the applicable annual rent will be determined by the County and Tenant will be notified no later than thirty (30) days before the annual rent is due.
- (c) The rent for renewal terms shall be set by county at the time of renewal.
- (d) If, for any reason, the rent as set forth in this Section is not paid when due, a carrying charge of two percent (2%) per month or any portion of the month thereof shall be imposed on the amount which remains due and unpaid.

- (e) Tenant shall not be entitled to refund of the rent, in whole or in part, after this Lease is executed by both parties, if County terminates this Lease for cause. If Tenant terminates this Lease, then County shall refund an amount equal to the then-current annual rent divided by 12 and multiplied by the number of whole calendar months remaining in the Lease, less a processing fee of \$50. If County terminates this Lease without cause, Tenant shall receive a refund of a part of the rent as described above except that the processing fee shall not apply.
- (f) There shall be an annual cost of living adjustment, payable by Tenant with the annual rent, applied to each year's rent during the initial term, beginning with the second year of rent. This cost of living adjustment will be that determined by the federal CPIU, US city average, all items (1982-84=100) as prepared by the US Bureau of Labor Statistics.

3. Lease Term.

- (a) **Initial Term.** The term of this Lease shall begin on October 1, 2008 and shall continue for a period of twenty (20) years, expiring on September 30, 2028.
- (b) **Renewal Terms.** Lessee may renew the lease for a second term of ten (10) years, and for two subsequent terms of five (5) years each.

4. Expiration of Lease, Termination and Surrender.

- (a) **Expiration of Lease.** Upon expiration of the initial term or any renewal term, County may renew the lease at the request of Tenant, or may purchase the improvements as follows, provided, that if Tenant chooses at any such time not to renew the lease, the improvements shall become the property of County on the same terms as upon expiration of the final renewal as identified herein:
 - i. **Expiration of initial term.** County may purchase the improvements for fifty (50) percent of fair market value.
 - ii. **Expiration of first (10-year) renewal term.** County may purchase the improvements for twenty-five (25) percent of fair market value.
 - iii. **Expiration of second (5-year) renewal term.** County may purchase the improvements for ten (10) percent of fair market value.
 - iv. **Expiration of final (5-year) renewal term.** Tenant shall surrender the leased premises, including all buildings and site improvements constructed or installed by the Tenant, in good condition, reasonable wear and tear and damage by fire, explosion, windstorm or any other casualty excepted. All such buildings and improvements shall become the sole property of the County.
- (b) **Termination of Lease Prior to Expiration.** The parties may terminate the lease prior to expiration as provided herein, provided, that the termination of this Lease shall not affect the obligations or liabilities previously incurred or accrued under this Lease.

- i. **Mutual Termination.** This Lease may be terminated at any time by written agreement of the parties.
 - ii. **Termination by Tenant.** This lease may be terminated at any time by Tenant upon thirty (30) days written notice. Upon the termination of this Lease, Tenant shall quietly and peacefully remove itself and its property from the premises and surrender the possession thereof to County. County may, in its discretion, declare any property that has not been removed from the premises upon termination of this Lease, as abandoned property subject to use or disposal by County.
 - iii. **Termination by County.** County may terminate this lease at any time upon thirty (30) days written notice. Upon any such termination, County shall pay to Tenant the fair market value of the improvements, adjusted as follows:

During initial term:	Full fair market value
During first renewal term:	50 % of fair market value
During second renewal term:	25% of fair market value
During final renewal term:	10% of fair market value
- (c) **Determination of Fair Market Value.** The purchase price of the improvements shall be based on an appraisal of the fair market value of the improvements at the time of conveyance, as established by County through an appraisal paid for by Tenant. The appraiser and the appraisal instructions must be approved by county. All appraisers must possess a Certified General Appraiser Certification issued by the New Mexico Board of Real Estate Appraisers and membership in good standing in one of the following nationally recognized appraisal societies: American Institute of Appraisers; Members Appraisal Institute; Society of Real Estate Appraisers; Senior Real Property Appraisers; National Association of Independent Fee Appraisers; Independent Fee Appraiser Senior; National Society of Real Estate Appraisers; or a Certified Real Estate Appraiser. If Tenant or County does not agree with the results of an appraisal, Tenant or County may contest the results of such appraisal. In such case, Tenant and County shall each select one appraiser to be known as "Secondary Appraisers," whose costs shall be individually paid by each party. The Secondary Appraisers shall each conduct an independent appraisal of the subject improvements. If the Secondary Appraisers do not agree on the appraisal value of the subject improvements, the Secondary Appraisers shall jointly select a third appraiser known as the "Independent Appraiser." The Independent Appraiser will engage the Secondary Appraisers in a discussion regarding the Secondary Appraisers' appraisals of the subject Improvements, and the Secondary Appraisers and the Independent Appraiser shall work together to reach an agreement on the appraisal value of the subject improvements. In the event such an agreement cannot be obtained, the Independent Appraiser shall make a determination of the appraisal value of the subject improvements based upon the Independent Appraiser's review of the Secondary Appraisers' appraisals and his own analysis in accordance with certified appraisal standards. The determination by the Independent Appraiser will be final and binding upon Tenant and County. The fees and other costs of the Independent Appraiser shall be shared equally by Tenant and County.

5. Use of Premises. The use of the premises shall be limited to the following activities:

(a) Storage of aircraft.

i. Tenant may store airworthy aircraft in which Tenant has an ownership or leasehold interest.

ii. Construction of aircraft.

In the event Tenant wishes to occupy the premises for the purpose of constructing an aircraft, Tenant shall notify the Airport Manager in writing and provide a description of the aircraft to be constructed and the anticipated timeline for construction of the aircraft. Tenant shall provide, in writing, any other information the Airport Manager requests relating to the aircraft construction activities.

(b) Operation of aircraft maintenance or rental facility.

i. Tenant is authorized to utilize the premises for operation of an aircraft maintenance or rental facility. Said business activities shall be limited to Tenant, and no other activities or business shall be authorized without prior written approval from the County of Los Alamos. Any separate or affiliated person (corporation, individual, partnership, LLC, joint venture, etc.) operating from the premises without prior written approval from the County of Los Alamos shall be deemed to be in violation of this Lease Agreement. Should the Tenant not actively be engaged in any of the approved activities set forth in this paragraph for a period of time exceeding three (3) consecutive months, the County reserves the right to rescind its approval for such activity.

ii. Compliance with regulations.

a. For all aeronautical leases involving services to the public; each lease must be in conformance with Section 47107 of Title 49, USC, Subtitle VII, as amended, as follows:

“It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 47107 of Title 49, USC, Subtitle VII, as amended, and the lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.”

b. All leases involving services to the public must contain the assurances required by Title VI of the Civil Rights Act of 1964, and by Part 21 of the regulations of the Office of the Secretary of Transportation, as follows:

“The lessee for himself, his personal representatives, successors in interest and assigns as part of the consideration hereof, does hereby covenant and agree that: 1) no person on the grounds of race, color or national origin shall be excluded for participation in, denied the benefits of or otherwise be subjected to discrimination in the use of said facilities; 2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; 3) the lessee shall use the premises in compliance with all the other requirements imposed by Title 49, Code

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as amended."

- c. All aeronautical leases involving services to the public must contain the provisions of the airport Grant Assurances, as follows:

"The lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or services; PROVIDED, that the lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers."

- d. In the event of breach of any of the above covenants, Tenant shall have thirty (30) days to resolve said breach to the satisfaction of the County.
- (c) Tenant's use of the premises is subject to all utilities easements and other easements that may be currently existing or granted in the future.

6. Care of Leased Premises/County Access.

- (a) Tenant shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Tenant in good and substantial repair and condition, including the exterior condition thereof, and shall make all necessary repairs and alterations thereto. Maintenance includes, but is not limited to, any and all environmental clean-ups of the site and/or removal of the facility. Tenant agrees to hold County harmless from any responsibility or expense for any maintenance of the facilities during the lease. Tenant shall provide proper containers for trash and garbage and shall keep the premises free and clear of rubbish, debris and litter at all times.
- (b) **Access.** The County hereby reserves the right to enter upon the leased premises at reasonable times for the purpose of making inspections to determine if the conditions and requirements of this Lease are being fully complied with. Should any buildings on the leased premises become deficient in maintenance or in need of repair, Tenant shall cause repairs to be made to same within thirty (30) days after receipt of notice from County. Failure to comply shall be considered an event of default.

- 7. Building Construction Requirement.** Tenant shall be required to abide by all Fire Codes and Building Codes, as adopted by the County of Los Alamos, in the operation and alteration of the facilities on space as described herein. The type, size, style and appearance of construction must be approved by the County prior to submittal for building permits. Said approval shall not be unreasonably withheld. Tenant agrees to pay or cause to be paid, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery or equipment which may have been furnished or ordered with Tenant's consent to be furnished to or for the Tenant in, upon or about the premises herein leased, and shall cause to be discharged any mechanic's, materialmen's or other lien against the premises herein leased or County's interest therein.

- 8. Use of Airport Facilities.** The Tenant shall have use of the Los Alamos Airport, including, but not by way of limitation, the landing areas, aprons, taxiways and vehicle parking areas during the pendency of the Lease. This Lease shall not be construed to convey to the Tenant the exclusive use of any part of the Los Alamos Airport except those premises described in Section 1 herein, or to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 47107 of Title 49 USC, Subtitle VII, as amended. The County reserves the right to lease to any other party any portion of the Los Alamos Airport not described in Paragraph 1 herein other than public facilities, and to grant to others the privilege and right of conducting any one or more activities of an aeronautical nature.
- 9. Hazardous Substances.** In no event shall Tenant use, except in quantities and for purposes consistent with the permitted use, or dispose hazardous substances, pollutants, or contaminants on the premises. Any use, except as specifically provided in this paragraph, or disposal of hazardous substances, pollutants, or contaminants on the premises shall constitute an event of default.
- 10. Historic or Archeological Sites.** In no event shall Tenant undertake any activity anywhere on the Airport Property that may adversely affect a historic or archeological property and shall cease any activity anywhere on the Airport Property immediately upon written notification from County.
- 11. Substitution of Tie-Down Space.** County reserves the right to require any Tenant using a space on which a hangar is located to use a substitute space, whether or not it has a hangar on it, for purposes of maintenance and repair of the Airport facilities. If, within five (5) days after notice is given that Tenant will be assigned a substitute space, Tenant notifies the Airport Manager in writing of unusual circumstances that render the aircraft unable to relocate, the Airport Manager will take such unusual circumstances into consideration and, to the extent reasonably practicable, allow additional time for the relocation as necessary, in the Airport Manager's sole discretion, for Tenant to relocate to the assigned substitute space.
- 12. Closure of the Airport.** In the event of an emergency declared by County, or at the request of the state or federal governments, or for any other reason as set out in the Airport Rules and Regulations, County may close the Airport and Tenant may not have access to the premises during the period the Airport is closed. In the event the Airport is closed, County will attempt, as circumstances permit, to provide reasonable advance notice to Tenant and allow Tenant access to the premises as may be allowed and reasonably practicable given the circumstances and other competing priorities.
- 13. Documentation.** Tenant shall submit to County, together with this Lease, the following documentation:
- (a) Federal aircraft registration.
 - (b) Evidence of Tenant's ownership of or leasehold interest in the aircraft.
 - (c) Proof of Insurance.

(d) Los Alamos Business Registration.

(e) New Mexico Department of Taxation and Revenue CRS number.

Upon any change in aircraft, Tenant shall notify county within thirty (30) days of acquiring or removing said aircraft, and shall provide the above-specified documentation with respect to said acquired aircraft.

14. Removal of Aircraft and Personal Property.

- (a) Tenant shall not place or park any aircraft that is not airworthy, parts and other personal property, on the premises or elsewhere at the Airport except as provided in this Lease or as otherwise expressly authorized in writing by the Airport Manager.
- (b) Subject to the provisions of section 5(a) or as otherwise provided herein, County may, upon thirty (30) days written notice, move any aircraft that is not airworthy or any parts or other personal property located on the premises or otherwise placed or left by Tenant at the Airport from the place where they are located and may store said items in such reasonable location as County may determine on Tenant's behalf and at Tenant's sole expense and without liability to County for damage that may result. Tenant shall immediately pay to County any and all costs incurred by County in any removal, placement or storage undertaken pursuant to this paragraph.
- (c) In the event that any aircraft or other personal property of Tenant interferes with the operations or other needs of the Airport, County may provide reasonable notice to Tenant to move any such aircraft or property to such place as County may designate. Said removal shall be at Tenant's sole cost and expense. Provided, that in the event of an emergency or other similar situation necessitating removal and reasonable notice is not possible or practical, County may, with the exercise of reasonable care, remove the aircraft or property and Tenant shall have no recourse against County for any damages suffered as a result of said removal.

15. Condition of the Premises. Tenant has made or has had a reasonable opportunity to make an inspection of the premises, and accepts the premises "AS IS, WHERE IS." County makes no warranty, express or implied, as to the condition of the premises, the general usability of the premises, or the suitability of the premises for any particular purpose. Upon Tenant's acceptance of the premises, County shall owe Tenant the duty of quiet enjoyment. County shall also be responsible for snow removal in accordance with the county's snow-removal policy.

16. Structures, Improvements, Alteration or Additions.

- (a) Construction of any improvements or alterations, additions, excavations, improvements to, installations upon or other modification or alterations to the premises, including signage of any kind (the "improvements"), shall be made only upon the prior written specific authorization of County, which authorization may be given or denied in County's sole discretion, provided, that denial of approval for construction of hangar facilities such

as would defeat the purposes of this lease shall entitle Tenant to termination of the lease. All improvements shall be made at the sole expense of Tenant and title to the improvements shall remain in Tenant unless and until title vests in County as expressly provided herein. Tenant shall make no improvements other than those improvements specifically authorized by the Airport Manager.

- (b) Tenant shall repair any damage to the premises or other County property resulting from Tenant's installation, construction, or removal of such improvements, equipment, personal property or other items belonging to Tenant. County shall be entitled to remove and dispose of any improvements, personal property, and other items belonging to Tenant remaining on the premises after the termination of this Lease without the express written authorization of the Airport Manager, without liability of any kind to County, and repair any resulting damage, and Tenant agrees to promptly reimburse County for any and all costs and expenses County may incur in such removal and disposal.
- 17. Sale of Improvements.** Before Tenant sells any improvements on the premises, Tenant shall provide County first right of refusal to purchase such improvements at a purchase price equal to the amount of any offer received by Tenant. County shall have thirty (30) days to accept said offer, after which the offer will be deemed refused. Any sale of the improvements and transfer of the lease shall be contingent upon the new owner executing an agreement to assume the remainder of the Lease in the then-current annual fee to be effective contemporaneously with said sale. The expiration, termination and surrender provisions of this lease shall be binding upon any such new owner according to the initial term and renewal provisions of this lease, and no new term shall commence. Any such Lease with a new owner shall be effective immediately upon transfer of this Lease.
- 18. Utilities and Services.** County will not furnish utilities, trash or garbage collection services to the premises. Procurement of utilities to the premises shall be the sole responsibility of Tenant and Tenant shall timely pay any and all utilities bills and invoices for other services provided to the premises.
- 19. Taxes.** Tenant will promptly pay such taxes, levies, fines and/or assessments, if any, as may be lawfully imposed upon Tenant's property or interests with respect to the premises, by any federal, state, county or other authority.
- 20. Compliance with Environmental, Health & Safety and Other Applicable Laws.** Tenant shall comply with all applicable environmental, safety and health laws and regulations. Tenant shall not interfere with the environmental clean-up or restoration actions of County, or any of their contractors. Tenant shall also comply with any and all other applicable federal and state laws, rules and regulations, all applicable provisions of the County Code, and the Airport Rules and Regulations.
- 21. Insurance.** During the term of this Lease, Tenant shall maintain in force and effect the following insurance, listing County as an additional insured, in such minimum amounts as are specified in the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA (1978), as amended from time to time. The insurance shall provide that County be notified no less than

thirty (30) days in advance in the event of cancellation. Failure to maintain required insurance shall be considered an event of default.

- (a) Aircraft Liability Insurance: \$1,000,000.00 per occurrence.
- (b) Premise General Liability Insurance for property damage, injury or death resulting from occurrences on the Airport premises: \$1,000,000.00 per occurrence, which insurance may be provided in an endorsement or rider to Tenant's Aircraft Liability Insurance.
- (c) Public liability and other insurance in the amounts specified by the Los Alamos Airport Minimum Standards for Aeronautical Business Activities.
- (d) Worker's Compensation: In an amount as may be required by law.

22. Indemnity. Tenant hereby releases County from any loss or damage suffered by Tenant or any third party as a result of Tenant's use of the premises, and Tenant hereby agrees to indemnify and hold harmless and defend County from and against all liabilities, claims, demands, settlements, actions, costs and expenses (including reasonable attorneys' fees) of any kind or nature, legal or equitable, arising from injury or death to persons or damages to property in any way arising out of, or related to, Tenant's use of the premises or this Lease, provided, that said indemnification shall not extend to damages resulting from the negligent acts or willful misconduct of County, its employees, contractors or agents, and provided further that any such indemnification or defense shall be limited as specified in Tenant's insurance policy.

23. Default.

(a) An "Event of Default" under this lease means the occurrence of any of the following:

- i. Tenant breaches any provision of or defaults under this lease, and such breach or default is not cured or remedied within thirty (30) days after written notice of such breach or default, provided that County may extend said cure-period for an additional ninety (90) days upon good cause shown, and provided further that County's remedies for default in rent payments shall not be subject to these notice requirements.
- ii. Tenant files a petition in bankruptcy or for reorganization or for any arrangement pursuant to any present or future federal bankruptcy act or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent or shall make an assignment for the benefit of its creditors.
- iii. A receiver, trustee or liquidator of Tenant or of all or substantially all of the property of Tenant, including the leased premises, shall be appointed in any proceeding.

(b) Upon the occurrence of any Event of Default:

- i. The County may terminate this Lease and the Term hereof without any right on the part of Tenant to waive the forfeiture by payment of any sum due or by performance of any other condition, term or covenant broken or in any other manner to reinstate this Lease; upon such termination, the County shall be entitled to retain and to recover: (i) all Rent that shall have accrued through the date of termination, plus (ii)

- any other reasonable amount necessary to compensate the County for all damages, if any, caused by Tenant's failure to perform its obligations under this Lease (including, without limitation, reasonable attorneys' fees, disbursements and other charges, costs of alterations of the Leased Premises, interest costs and brokers' fees incurred upon any re-letting of the Leased Premises for the remainder of the Term if the Event of Default had not occurred); and
- ii. The County may terminate Tenant's right of possession and may repossess the Leased Premises by legal proceedings or otherwise, with or without terminating this Lease, after reentry or retaking or recovering of the Leased Premises, whether by termination of this Lease or not, the County may re-let the same or a portion thereof for such rent and upon such terms as are commercially reasonable and be deemed advisable by the County; and whether or not the Leased Premises are re-let, Tenant shall be liable for the losses and damages provided for and pursuant to Lease; provided however, if the County seeks to recover lost rent from Tenant, the County shall attempt to mitigate its losses by using good faith efforts to re-let the Leased Premises; and
 - iii. The County may exercise any other right, remedy, or privilege that may be available to it under this Lease or under applicable federal, state, or local law.
- (c) All remedies of the County shall be cumulative and the election of one shall not preclude the exercise of another, at the same time or subsequently. The County shall be required hereby to mitigate any of its damages hereunder. No termination of this Lease, cure by the County of any Event of Default hereunder, repossession or re-letting of the Leased Premises, exercise of any remedy or collection of any damages shall relieve the Lessee of any of its obligations hereunder. Upon any termination due to Tenant's uncured default, all improvements shall become the property of County.
- (d) **County Event of Default.** In the event that the County fails to perform or observe any obligations under this Lease, and any such failure is not cured or remedied within thirty (30) days after written notice of such breach or default (provided that such cure period shall be extended by Tenant for up to an additional ninety (90) days if such breach or default cannot reasonably be cured within the initial thirty (30) days and the County demonstrates to Tenant that the County is diligently attempting to cure the same), then such failure shall, unless and until cured or remedied, constitute a **"County Event of Default"** under this Lease; provided that any such breach or default shall not be on account of any action or inaction on the part of another party. Tenant shall have no claim or rights against the County with respect to any failure by the County unless an uncured County Event of Default shall exist. Upon such event of default, Tenant may terminate this Lease. Tenant's disposal of improvements upon such termination shall be as specified in paragraph 4(b)(iii) herein, relating to County's early termination.
- (e) Neither Tenant nor the County shall be in default under this Lease if such performance of any obligation, duty or act is delayed or prevented by or due to events of Force Majeure.
- i. Notwithstanding any other provision herein, the term **"Force Majeure"** shall mean any delay in completing or performing any obligation under this Lease which arises from acts of God, labor disputes, fire, freight embargos, unavoidable casualty, flood

(assuming the Lessee has taken reasonable precautions), earthquake, epidemic, civil disturbance, terrorism, war, riot, sabotage (by persons other than the Lessee, its agents, employees or assigns), the discovery of archeological remains or objects of antiquity, the discovery of Hazardous Materials in, on or under the Land other than those that were brought to the Land by the Lessee, its subcontractors, invitees or tenants, or other similar acts or conditions, each case only to the extent the event in question is beyond the reasonable control and without the fault or negligence of the delayed party or its respective agent, employee or assign.

- ii. In the case of delay due to Force Majeure, the time within which the Party must comply with any of the terms, covenants and conditions of this Lease shall be extended by a period of time equal to the period of time that performance by the Party is delayed or prevented by the causes specified above, provided that within thirty (30) days of the commencement of the cause of delay the Party shall have notified the other Party of the existence of such cause of delay.

24. Notice. Any notice required or permitted to be delivered pursuant to this Lease shall be deemed received when hand delivered to the other party or three (3) days after deposit in the United States mail, postage prepaid, addressed to County or Tenant, as the case may be, at the address stated below:

County:

Tenant:

Airport Manager
County Administrator's Office
Incorporated County of Los Alamos
1040 Airport Road
Los Alamos, New Mexico 87544

Either party may give notice of change of address by following the notice procedure set out herein. Any such change of address shall be effective immediately upon receipt by the other party.

25. Successors and Assigns. The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto.

26. Applicable Law.

(a) This lease shall be governed by New Mexico law. Venue for any judicial action shall be in the First Judicial District Court in Los Alamos County, New Mexico.

(b) State and Federal Law

This Lease is subject to all applicable State and Federal laws as well as all articles and conditions of grant agreements entered into between the County and the Federal Aviation Administration and the Division of Aviation, Department of Transportation of the State of New Mexico and nothing contained herein shall be construed to prevent the County from making such further commitments as it desires to make to the Federal Government

or to the State of New Mexico so as to qualify for further expenditure of federal and/or state funds at the Los Alamos Airport.

(c) Local Ordinances

This Lease shall be subject and subordinate to all ordinances of the County of Los Alamos, the Rules and Regulations of the Los Alamos Airport and/or the Minimum Standards for Aeronautical Business Activities at the Los Alamos Airport, as the same may be in effect and amended from time to time.

27. No Waiver of Defaults. The failure of either party to take any action with respect to any default by the other party hereunder shall not be construed as a waiver or relinquishment of the non-defaulting party's right to the future performance of any such terms, covenants or conditions and the defaulting party's obligations in respect to such future performance shall continue in full force and effect.

28. Assignment. Tenant shall not assign this Lease in whole or in part or sublet the premises without the prior written consent of the Airport Manager and any attempted unauthorized assignment or subletting shall be void and shall be considered an event of default.

29. Liens, Attachments and Encumbrances. Should Lessee permit or cause to be filed of record any encumbrance, attachment or lien against the premises, such filing shall be deemed an event of default unless cured by Lessee within ninety (90) days of the filing of such encumbrance, attachment or lien or unless within such ninety (90) day period Lessee shall initiate a contest of such encumbrance, attachment or lien in a court of competent jurisdiction.

30. Interpretation.

(a) Severability

It is the intention of the parties hereto that the provisions of this Lease shall be severable with respect to declaration of invalidity of any provision contained herein. Should any provision be found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

(b) Headings

The paragraph headings are for convenience only and do not define, limit or describe the contents of such paragraphs.

31. Modification of Lease. Any modification of this Lease shall be binding only if evidenced in writing signed by both parties.

32. Entire Lease. This Lease constitutes the entire Lease between the parties regarding the subject matter hereof. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

IN WITNESS WHEREOF, the parties hereto have executed the Lease on the dates indicated.

TENANT:

Signature

Printed Name: _____

Title: _____

Date: _____

Tenant's Telephone Numbers and E-Mail Address

Work No.: _____

Home No.: _____

Alternate No.: _____

E-Mail Address: _____

COUNTY:

Incorporated County of Los Alamos

Max H. Baker
County Administrator

Date

Attest:

County Clerk

By _____
Deputy Clerk



County of Los Alamos

Staff Report

February 19, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals):

Presenters: Pete Sheehey, Vice-chair

Legislative File: 11712-19

Title

Request for Special Recognition for Jim Billen By Naming A Segment of Pueblo Canyon Rim Trail in His Memory

Recommended Action

I move that Council acknowledge the request, thank the requesters and take no further action;

or

I move that Council acknowledge the request and take the action requested in accordance with County Code Sections 2-421 and 2-422; and

I move that Council direct the County Manager to establish an impartial administrative committee in accordance with County Code to review the request and formulate a recommendation to the Council.

Board, Commission or Committee Recommendation

Parks and Recreation Board considered this matter at the December 13, 2018 Board meeting and took action to support the naming of a portion of Pueblo Canyon Rim Trail in memory of Jim Billen.

Body

On November 14, 2018, Irene Powell submitted a request on behalf of 30 people, at least 25 of whom are registered voters of Los Alamos County, for special recognition for Jim Billen by naming a segment of Pueblo Canyon Rim Trail in his memory. The request is shown in Attachment A.

When this type of request is brought forward, County Code Article V, "Special Recognition of Persons and Historical Events and Naming of Public Facilities," Sections 2-421 and 2-422 (Attachment B) outline the process to be used. The Code gives the Council the option to direct the County Manager to establish an administrative committee to seek feedback and hold a public hearing on the request. The composition of the committee and requirements to be set forth by the requester regarding the reasons that they believe the honor should be given to the individual are outlined in Section 2-422.

Fiscal and Staff Impact/Unplanned Item

Funds to advertise the Public Hearing would need to be paid by the PIO's budget. A dedication plaque would be paid for by the Community Services Department, unless alternate direction is

provided by Council.

Attachments

A - Citizen Request

B - Code Sections 2-421 and 2-422



LOS ALAMOS COUNTY CITIZENS' PETITION

See: Los Alamos County Charter
Article II, Section 202.2
Procedure and Agenda

4/14/18

County Clerk's Office Only

Date Stamp

Initials

LA Clerk NOU 14 '18 PM 12:38

Petition Contact
Person/Organization

Name: Irene L. Powell Phone: 662-5877 Alt. Phone: 412-0818
Address: 1732 Ponderosa St. E-Mail/Fax Irene-L-Powell@MSN.COM
(Optional)

Subject of Petition

Please include both the subject and the requested
Council action.

"We the undersigned residents/registered voters of Los Alamos County,
endorse the proposal to name a segment of the Pueblo Canyon Rim Trail
in memory of Jim Billen, the man who donated 6 years of his time and effort
to build this segment of trail for all to enjoy."

Signatories

Name	Address	Signature
1. David W. Powell	1732 Ponderosa St.	David W. Powell
2. Irene L. Powell	1732 Ponderosa St.	Irene L. Powell
3. Lisa Reader	3217 Woodland Rd	Lisa Reader
4. H. Vernon Smith	109 Glenview Dr.	H. Vernon Smith
5. Susannah Smith	109 Glenview Dr	Susannah Smith

(Please list additional signatories in back)

(STAFF USE)
Registration
Verified By

um
um
um
um
um

CAO STAFF USE ONLY Registrar P0060-18

Staff Report Title (Suggested) Petition to Name segment of Trail for Jim Billen

Set to Acknowledge on 11/26/18 Set by Jm
(Date of Council Meeting)

Set To Consider (If Applicable) _____ Set by _____
(Date of Council Meeting)

*Withdrawn by Irene Powell 11/26/18 Jm

Signatories continued

	Name	Address	Signature	(STAFF USE) Registration Verified By
6.	Valerie Idler	829 Pine St	Valerie Idler	vm
7.	Renee Mitchell	760 CAMINO CEREZA	Renee Mitchell	vm
8.	RUTHANN M. RAINS	505 OPPENHEIMER #306	Ruthann M Rains	vm
9.	DONALD GERHEART	93 Mimbres Dr.	Donald Gerheart	vm
10.	Judy Hutson	2497 B 36th	Judy Hutson	vm
11.	LINDA BATES	3212 Woodland Rd	Linda Bates	vm
12.	Elise Lee	575 Totavi	Elise Lee	vm
13.	Diana Little	501 1660 Camino Uva	Diana M. Little	vm
14.	Jane Sherwood	43 Timber Ridge	Jane Sherwood	vm
15.	Georgia Strickfaden	2009 46th St LA	Georgia Strickfaden	vm
16.	Nancy Ullmann	2213 Loma Linda	Nancy Ullmann	vm
17.	Annette Garcia Schorn	201 Barranca Rd	Annette Garcia Schorn	vm
18.	Kevin Albright	1140 Sioux St	Kevin Albright	vm
19.	BRENDON SEHORN	201 BARRANCA RD	Brendon Sehorn	vm
20.	John Ullmann	2213 Loma Linda Dr	John Ullmann	vm
21.	Milan Ggdd	2190 49TH ST	Milan Ggdd	vm
22.	Elise & Paul Mutschlechner	1489 Camino Medio	Elise Mutschlechner	vm
23.	Susan A. Henning	55 Chaco St.	Susan A. Henning	vm
24.	Barbara Calef	4231 Estero	Barbara Calef	vm
25.	Barbara Calef	4777 Sandia Dr.	Barbara Calef	vm
26.	Fuller	923 Circle	Fuller	vm
27.	Arnie Robb	98 Coyote	Arnie Robb	vm
28.	Mary Halsted	919 Circle Drive	Mary Halsted	vm
29.	Jennifer Jones	52 La Paloma	Jennifer Jones	vm
30.	Zera Thomas	1555 Los Pnablos	Zera Thomas	vm

ARTICLE V. - SPECIAL RECOGNITION OF PERSONS AND HISTORICAL EVENTS AND NAMING OF PUBLIC FACILITIES^[12]

Footnotes:

--- (12) ---

State Law reference— Public buildings and works, NMSA 1978, § 4-47-2 et seq.

Sec. 2-421. - General policy and procedure.

When it is requested of the county that special public recognition be given to a person or a historical event, the following policies and procedures shall be utilized:

- (1) *Proclamations.* Proclamations may be presented upon the approval of the council chair.
- (2) *County facilities on nonowned property.* Naming county facilities on land not owned by the county shall be subject to the approval of the owner of the land. Plaques placed in such facilities will not need such approval.
- (3) *Proposed projects.* A proposed project or facility shall be given a generic name until a special recognition request is submitted and approved.
- (4) *Procedure for special recognition.* The council chair may initiate consideration of special recognition for a person or a historical event according to the procedures established in this section upon written request with the signatures of at least 25 county registered voters or at the request of a county councilor; provided, however, that no request for a special recognition for a deceased person in naming a building shall be considered until at least five years after that person's death. Other county-owned facilities may be considered for a special recognition for a deceased person six months after that person's death.

(Ord. No. 88-08, § 1, 1988; Code 1985, § 2.83.010; Ord. No. 02-241, § 1, 1-27-2015)

Sec. 2-422. - Administrative committee; hearings.

- (a) Upon initial consideration, the council may direct the county manager to recommend to it the composition of an impartial administrative committee to review the request and formulate a recommendation to the council through the manager. The committee shall minimally have the following representation:
 - (1) Two members of the public who have no connection with the facility, other than being citizens of the county;
 - (2) One representative of the planning and zoning commission appointed in consultation with the chair of the commission;
 - (3) One member of the county staff;
 - (3) One representative from the business community;
 - (5) For facilities used by the utilities department, the utilities board chair shall select one board member.
- (b) The committee shall advertise and hold a public hearing on the request. At the public hearing, the request shall be reviewed and public comment solicited. The request shall show justification for the name and supporting documentation. For the purpose of illustration, not limitation, supporting documentation may include:

- (1) For recognition of a person:
 - a. Years of residency in the county;
 - b. Years of service to the community;
 - c. Significant contributions to the community.
 - (2) Significance of the person or event to the community;
 - (3) Significance of the person or event to the facility that may be named or in which a plaque may be placed.
- (c) After the public hearing, the committee can request more information or consider the request. The committee shall consider alternative forms of recognition, such as an appropriately placed plaque, a proclamation or naming a facility. The committee shall then formulate a draft recommendation for the type of recognition or recommend denial of the request.
- (d) For recommendation related to the utilities department, the recommendation shall first be reviewed by the utilities board. The committee draft recommendation shall be forwarded to the manager and individual councilors for comment.
- (e) After consideration of all comments, the committee shall forward its final recommendations to the council for its action.

(Ord. No. 88-08, § 1, 1988; Code 1985, § 2.83.020; Ord. No. 02-256, § 6, 7-7-2015)

Sec. 2-423. - Renaming of roads and streets.

These policies and procedures shall apply to the renaming of county-owned roads and streets.

(Ord. No. 88-08, § 1, 1988; Code 1985, § 2.83.030)



County of Los Alamos

Staff Report

February 19, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals):

Presenters: Alvin Leaphart

Legislative File: RE0398-19

Title

Incorporated County of Los Alamos Resolution No. 19-03: A Resolution Authorizing the County Manager or his Designee to Execute Documents Granting Certain Limited Property Interests on County-Owned Land, in Particular the Grant of Licenses and Temporary Easements.

Recommended Action

I move that County Council adopt Incorporated County of Los Alamos Resolution No. 19-03 authorizing the County Manager or his designee to execute documents granting certain limited property interests on county-owned land, in particular the grant of licenses and temporary easements.

Body

All rights, title and interests in the real property owned by the County is vested solely in the corporate entity, the Incorporated County of Los Alamos. Pursuant to Article II, Chapter 14 of the Code of Ordinances of the Incorporated County of Los Alamos, the County Council is vested solely and exclusively with the legal authority to sell, lease, exchange or otherwise transfer County-owned real property and interests in County-owned real property, including licenses and easements in and over County-owned real property. Pursuant to Section 31(4) of Article II of Chapter 14, if the property right or interest transferred by the County Council is a license or an easement, these transfers are exempt from the more stringent requirements of Chapter 14 which include, but not limited to, an appraisal requirement.

As described in the resolution, licenses and temporary easements are the most minimal of property rights that are often employed by the County in its day-to-day operations. Given their day-to-day use in County operations, it is neither expedient nor practical for the County Council to hear and decide whether to grant a license or temporary easement in and over County-owned real property. The purpose of this resolution is to delegate the County Council's legal authority to grant licenses and temporary easements in and over County-owned real property to the County Manager, or his designee, for the sake of expedience and practicality.

In general, the Charter and Ordinances are not always clear on whether authority to act and bind the County to legal documents, such as licenses and temporary easements, has been delegated to a county officer. This in one instance of that ambiguity. This resolution will clear up that ambiguity by clearly establishing who has authority to execute licenses and temporary easements on behalf of the County.

Alternatives

If the County Council does not adopt this resolution, all grants of licenses and temporary easements can be brought to Council for hearing.

Fiscal and Staff Impact/Unplanned Item

The fiscal and staff impact is minimal.

Attachments

- A. Notice of Publication
- B. Resolution No. 19-03
- C. Article II, Chapter 14 of the Code of Ordinances (Transfer of Real Property)

NOTICE OF RESOLUTION NO. 19-03
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. 19-03. This will be considered by the County Council at an open meeting on Tuesday, February 19, 2019, 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. 19-03
A RESOLUTION AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO EXECUTE
DOCUMENTS GRANTING CERTAIN LIMITED PROPERTY INTERESTS ON COUNTY-OWNED
LAND, IN PARTICULAR THE GRANT OF LICENSES AND TEMPORARY EASEMENTS

Council of the Incorporated County of Los Alamos

By: /s/ Sara C. Scott, Council Chair

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

Published on: Thursday, February 7, 2019

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 19-03

**A RESOLUTION AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE
TO EXECUTE DOCUMENTS GRANTING CERTAIN LIMITED PROPERTY
INTERESTS ON COUNTY-OWNED LAND, IN PARTICULAR THE GRANT OF
LICENSES AND TEMPORARY EASEMENTS**

WHEREAS, pursuant to Article II, Chapter 14 of the Code or Ordinances of the Incorporated County of Los Alamos, the County Council is vested solely and exclusively with the legal authority to sell, lease, exchange or otherwise transfer County-owned real property and interests in County-owned real property, including licenses and easements in and over County-owned real property; and

WHEREAS, pursuant to Section 31(4) of Article II, Chapter 14 of the Code or Ordinances of the Incorporated County of Los Alamos, if the property interest transferred by the County Council is a license or an easement, such transfers can be made without following the requirements of Sections 14-32 through 14-35 of the Code of Ordinances, which include, but are not limited to, an appraisal requirement; and

WHEREAS, a license in real property is a minimal property interest generally defined under common law as a personal or revocable privilege to perform an act or series of acts on the land of another, and examples include, but are not limited to, the grant of licenses at the County horse stables, the grant of licenses for airplane tie-down spots on the Municipal Airport, the grant of licenses for filming on County owned land, and Right-of-Entry agreements entered with the Department of Energy and its contractors; and

WHEREAS, a temporary easement is a slightly more substantial property interest than a license in real property that is generally defined under common law as the temporary grant of a right of use over the property of another, and examples include, but are not limited to, the grant of temporary construction easements to third-parties to temporarily store materials and equipment during a construction project, and the temporary grant of a right to travel over or be upon non-public County-owned land; and

WHEREAS, it is often neither expedient nor practical for the County Council to hear and decide whether to grant a license or temporary easement in and over County-owned real property; and

WHEREAS, the purpose of this Resolution is to delegate the County Council's legal authority to grant licenses and temporary easements in and over County-owned real property to the County Manager, or his designee, for the sake of expedience and practicality.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Finding. The County Council is vested solely and exclusively with the legal authority to sell, lease, exchange or otherwise transfer county-owned real property and interests in county-owned real property including licenses and temporary easements in and over County-owned real property, and the County Council desires to delegate this legal authority to grant licenses and temporary easements over County-owned real property to the County Manager;

Section 2. Authorization to Enter and Execute Licenses and Temporary Easements In and Over County-Owned Real Property. The County Manager is hereby authorized to enter and execute licenses and temporary easements, approved as to form by the County Attorney, in and over County-owned real property on behalf of the Incorporated County of Los Alamos.

Section 3. This Resolution shall be kept on file in the County Attorney's Office in document known as "Repository of Resolutions of the Los Alamos County Council Delegating Corporate Authority to County Officers and Officials".

Section 4. Effective Date. This Resolution shall become effective upon adoption and remain in effect until amended or rescinded.

ADOPTED this 19th day of February, 2019

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

**Sara C. Scott,
Council Chair**

ATTEST: (Seal)

**Naomi D. Maestas,
County Clerk**

ARTICLE II. - TRANSFER OF REAL PROPERTY

Sec. 14-31. - Generally.

The council may sell, lease, exchange or otherwise transfer county-owned real property and interests in real property, including the improvements contained thereon, when such transfer is made in accordance with the requirements of this article, except that such transfers may be made without following the requirements of sections 14-32 through 14-35, when the:

- (1) Property is being transferred under authority of the Municipal Housing Law, NMSA 1978, § 3-45-1, et seq., Urban Development Law, NMSA 1978, § 3-46-1, et seq., Community Development Law, NMSA 1978, § 3-60-1, et seq., or the Affordable Housing Act, NMSA 1978, § 6-27-1 et seq., and article VII of this chapter;
- (2) Property is being transferred to any other Federal, state or local governmental agency or instrumentality after the council determines by resolution that the transfer is in the best interest of the public;
- (3) Property is being donated for the care and maintenance of the sick and indigent;
- (4) Property interest being transferred is either an easement or a license;
- (5) Property is being leased to an entity engaged in providing health care services, including nursing home services; or
- (6) Property interest is being transferred expressly pursuant to the authority granted by NMSA 1978, § 3-54-1, subject to the referendum requirements therein contained.

(Ord. No. 74-42, § 1, 1982; Ord. No. 74-93, § 1, 1983; Code 1985, § 5.04.010; Ord. No. 571, § 6, 8-17-2010; Ord. No. 02-281, § 3, 5-1-2018)

Sec. 14-32. - Appraisal of property; limitations.

Prior to any sale or exchange of county-owned property, the manager shall cause at least one appraisal to be made by a professional appraiser holding a nationally recognized and designated certification or approved by the county assessor as a person qualified to give a professional appraisal. If the appraisal is done by a person approved by the county assessor, the appraisal will be reviewed by the county assessor prior to its submission to the council. The manager will also cause an appraisal to be made on any land the county might receive in an exchange. The council shall set a final sale or exchange value of the property, but in no event shall the value be less than 95 percent of its appraised value. In the sale or exchange of property surplus to the needs of the county, the manager is not obligated to have an appraisal done until after a resolution is passed by the council under the provisions of section 14-33(1).

(Code 1985, § 5.04.020; Ord. No. 02-256, § 25, 7-7-2015)

Sec. 14-33. - Sale or exchange of surplus property; bids.

The council may sell or exchange any property, including the improvements contained thereon, which is surplus to the needs of the county only after:

- (1) The council has found by resolution that the property to be sold or exchanged is surplus to the short-term or long-term needs of the county;
- (2) Notice of the proposed sale or exchange is published once each week for two consecutive weeks in a newspaper having general circulation in the county, and such notice may be in summary form; and

- (3) Bids have been received, with the highest bid being accepted unless the terms of the bid do not meet the terms and conditions set by the council, in which event the highest bid that does meet the terms and conditions may be accepted; provided, however, that the council may reject all bids.

(Code 1985, § 5.04.030)

Sec. 14-34. - Transfer of property used for county or public purpose; election.

- (a) The council may sell or exchange any real property, including the improvements contained thereon, used for a county or public purpose, having an appraised value of \$50,000.00 or less, by following those conditions required in the sale or exchange of property that is surplus to the needs of the county as set out in section 14-33.
- (b) The council may sell or exchange any real property, including the improvements contained thereon, used for county or public purpose which has a value of more than \$50,000.00, if the exchange or sale is submitted through an ordinance by the council and is approved by a majority of qualified electors at a special or regular county election. The public notice of the election shall set forth in concise manner the:
 - (1) Terms of the exchange or sale;
 - (2) Time and manner of payments on the exchange or sale;
 - (3) Amount of the sale or exchange, if known at time of election; and
 - (4) Identity of the buyer, if known at time of election.

(Code 1985, § 5.04.040)

Sec. 14-35. - Lease of property.

The council may lease any county-owned property or interest in property, including improvements contained thereon, under such conditions and for a value to be determined by the council. The council may direct the manager to cause an appraisal to be made on the property interest to be leased. Any lease agreement for a term of longer than one year must be open to competitive bid with notice of the proposal to be published once each week for two consecutive weeks in a newspaper having general circulation in the county. Notice may be in summary form. The highest bid shall be accepted unless the terms of the bid do not meet the terms and conditions set by the council, in which event the highest bid that does meet the terms and conditions may be accepted; provided, however, that the council may reject all bids.

(Code 1985, § 5.04.050; Ord. No. 02-256, § 26, 7-7-2015)

Sec. 14-36. - Discretion of council.

The council may reject all bid offers or other proposals for county property and nothing in this chapter shall be construed to give any person a vested right to compel the county either to abandon, vacate or dispose of any land or any easement or right therein, or to compel or require that the same be sold or exchanged upon any particular term or condition.

(Code 1985, § 5.04.060)

Sec. 14-37. - Final transfer.

Following the completion of all actions required by this article and the Charter, and legal review by the county attorney, the chair of the council may sign all necessary contracts or documents to effectuate final transfer of the county-owned property or interest therein.

(Code 1985, § 5.04.070)

Sec. 14-38. - Subrogation.

Leases entered into pursuant to section 14-31(5) may grant to the lessee the right to subordinate the county's interest in the property to a lien securing indebtedness incurred by the lessee in connection with construction of improvements on such property.

(Code 1985, § 5.04.080)

Sec. 14-39. - Proceeds from sale or exchange of property.

Except for funds received from a sale or lease under the land donation or land discount program as provided in article VII of this chapter, all funds received from the sale or exchange of any county-owned property by the council shall be deposited in a separate account within the capital improvements fund and expended solely for the purpose of acquiring real property or capital improvements needed by the county.

(Ord. No. 85-138, § 1, 1991; Code 1985, § 5.08.010; Ord. No. 571, § 7, 8-17-2010; Ord. No. 02-281, § 3, 5-1-2018)

Sec. 14-40. - Proceeds from lease of property.

Funds received from the lease of county-owned property and interests in property, including the improvements contained thereon, may be used for any county purpose.

(Code 1985, § 5.08.020)

Secs. 14-41—14-70. - Reserved.



County of Los Alamos

Staff Report

February 19, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 1)
Index (Council Goals): * 2018 Council Goal - N/A
Presenters: County Council - Regular Session
Legislative File: 11658-19

Title

Board/Commission Appointment(s) - Lodgers' Tax Advisory Board.

Recommended Action

I nominate Jacqueline Shen, Katherine Bruell, and Stacy Baker to fill the three (3) vacancies on the Lodgers' Tax Advisory Board and move that Council appoint Katherine Bruell and Stacy Baker to the vacancies with the terms ending December 1, 2021 and Jacqueline Shen to the unexpired term that ends December 1, 2020.

Body

The purpose of this item is to fill three vacancies on the Lodgers' Tax Advisory Board.

The Lodgers' Tax Advisory Board consists of two members from the hotel industry; two members from local visitor attractions; and one citizen member. The hotel industry vacancy was created when Elizabeth Allen resigned in December 2018. The attractions vacancy represents a vacancy that expired on December 1, 2018. Katherine Bruell is currently that representative, is eligible for reappointment and would like to be reappointed. The third vacancy is the citizen representative, formerly held by Ryn Herrmann, which expired on December 1, 2018.

The applicants for this position are as follows:

Jacqueline Shen (hotel industry) [R]

Katherine Bruell (attractions) [D]

Stacy Baker (citizen) [D]

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

This five member board has three-year terms beginning December 2 and ending December 1. It is currently composed as follows:

1. Linda Deck (attractions) [I]
2. Catherine Mockler (hotel industry) [DTS]

Appointing this nominee will not violate the County Charter restriction concerning political party majorities on Boards and Commissions.

Attachments

-
- A - Lodgers' Tax Advisory Board member List
 - B - Jacqueline Shen LTAB Application Packet
 - C - Stacy Baker LTAB Application Packet
 - D - Katherine Bruell LTAB Application Packet



LODGERS' TAX ADVISORY

BOARD ROSTER



LINDA DECK

1st Term Dec 01, 2016 - Dec 01, 2019

Appointing Authority County Council

Position LTA1

Office/Role Vice Chair

Category I



CATHERINE MOCKLER

1st Term Dec 02, 2016 - Dec 01, 2019

Appointing Authority County Council

Position LTA4

Office/Role Vice Chair

Category DTS



VACANCY

Dec 02, 2018 - Dec 01, 2021

Position LTA3



VACANCY

Dec 02, 2018 - Dec 01, 2021

Position LTA2



VACANCY

Dec 02, 2017 - Dec 01, 2020

Position LTA5

General Information

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

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

Only on-line applications will be considered.

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

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

Profile

Board and Commission Application

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

Jacqueline

First Name

Shen

Middle Initial

Last Name

Street Address

Suite or Apt

Los Alamos

City

NM

State

87544

Postal Code

Email Address

Business:

Primary Phone

Home:

Alternate Phone

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

☒ Republican

Registered to vote in Los Alamos?

☐ Yes ☐ No

**Various conversations with
County staff and board
members**

How did you learn of this Board/Commission vacancy?

Do you currently serve on any County Board or Commission?

☐ Yes ☒ No

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

Interests & Experiences

Which Boards would you like to apply for?

Lodgers' Tax Advisory: Submitted

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

I operate the Canyon Inn in downtown Los Alamos, a licensed lodging business in Los Alamos County. I would like to serve as a Lodging Representative on the Lodgers' Tax Advisory Board (LTAB) and provide the perspective of a lodger and a business owner in Los Alamos. I would like to help continue the growth of tourism and recreational activity year-round to benefit current residents and businesses and attract tourists and potential future residents.

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

Through operating the Canyon Inn, I meet and talk with people of all ages from around the nation and the world who come to Los Alamos to visit or relocate. I hear directly from tourists and potential future residents (e.g. Lab interns and new hires) as they verbalize what they need and what they love about Los Alamos and New Mexico. I would share this perspective with LTAB in support of the board's goals to "maximize every opportunity to put heads in beds" and "influence a positive visitor experience at every interface, e.g., a tourism visit is the potential first of several economic development visits." Additionally, I have gone through multiple extended permitting, licensing, waiver, and public hearing processes. I have interacted extensively with County staff across the Community Development Department, Planning & Zoning (P&Z), Board of Adjustments (BOA), LTAB, Legal, Finance, and County Council, among others. Overwhelmingly, staff have been friendly, knowledgeable, and professional. Through my personal interactions with the County, including presenting to the P&Z, BOA, and County Council and participating in previous LTAB meetings as a guest, I have established amiable relationships with staff across various departments. In fact, several staff and current and former board or commission members have encouraged me to apply to several different boards and commissions, a testament to our mutual familiarity and respect for each other—perhaps the most essential factors to collaboration and accomplishing remarkable things together. Lastly, I bring a background of regional economic development not only as a current business owner but also from my seven years at LANL's Richard P. Feynman Center of Innovation, which collaborates extensively with the County, LACDC, and other regional partners across New Mexico to diversify our economy for short- and long-term sustainability. My varied experiences and interactions with such key stakeholders enable me to consider the larger picture from different perspectives (County, Lab, business owner, property owner, younger citizen, transplant from out- of-state). This open and informed mindset will help me serve as an effective LTAB member in facilitating mutual understanding and discussion towards common goals.

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

Yes.

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

I would like to: - Provide the perspective of a licensed lodger and business owner to inform and support the effective expenditure of Lodgers' Tax funds for advertising, publicizing, and promoting tourist attractions and facilities - Continue building Los Alamos's brand via online and physical marketing and communications to be widely recognized as a destination for history, science, and recreation, and the gateway to three national parks - Collaborate with other County boards and commissions and partner organizations (e.g. Los Alamos MainStreet, Creative District, ScienceFest, Chamber of Commerce, County Recreation Division, Manhattan Project National Historical Park, etc.) to support comprehensive, area-wide tourism promotion - Identify appropriate ways to help leverage/funnel the 110,000+ annual visitor center foot traffic to hospitality and retail businesses to support tourism-related economic activity proactively - Assist in making Los Alamos and White Rock more easily navigable and visitor friendly to facilitate a positive visitor experience at every touchpoint, whether via physical signage, digital interface, personal interaction

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

Yes, as described above, I have participated in previous LTAB meetings and other County processes, hearings, and meetings, through which I have gotten to know or interact with many wonderful County staff across departments.

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

No.

If you have any questions, please contact Barbara Lai at 505-663-3436 or barbara.lai@lacnm.us

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Jacqueline Shen
Applicant's Name

LTAB
Board or Commission

James Robinson
Interviewer Name

6/31/19 11:00
Date/Time of Interview

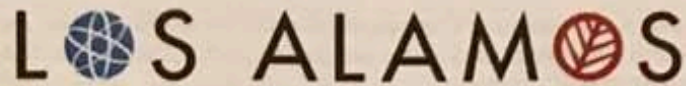
Interview Conducted:
☒ Personally
☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>- originally from California. Came as intern and got hired as an intern at MBIA. Worked with tech transfer now marketing. Left in 07 to take over Canyon Inn. Worked in education ACT/SAT Prep. Get to talk w/ residents & tourists, and potential LAWA employees. Many different types of experience.</p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p>- tied to LAWA and GRT, and its fluctuations</p> <p>- Not much this board can do.</p> <p>- Help attract more hotel development which would increase the budget of the board, and advertise the town.</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>- Provide a citizens perspective of the town and county. See them be saved.</p> <p>- Melding of perspectives. - Great way to get involved. help the county and community w/ perspectives and the individual.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>- Diversity of perspectives - You can have better inputs</p> <p>- Amenable relations to council and county staff - Build consensus and move forward.</p> <p>- Has interfaced w/ county before and have good relations w/ the staff.</p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>- Specifically since she is an owner of a small inn, she can get perspective on provide a direct line from those individuals to the county. Especially w/ the tourism.</p> <p>- Have helped w/ wayfinding to help make the town more navigable.</p>

6	Have you served on any Boards, Commissions or Committees (not only County B&Cs - but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?
	<p>- Have not served in the last 5 years.</p> <p>- As a grad, served on a womens board to help w/ workforce development w/ marketing of its services. A lot of people who didn't know about the service. A lot of old school mentoring (street talk and fliers). - Real estate development board - reporting.</p>
7	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?
	<p>- Yes. I know where to find the information and asking the clarification incl. working w/ staff.</p> <p>- Personally have used.</p>
8	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?
	- Yes. Was looking forward to asking about training.
9	Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?
	- No. Yes and no.
10	Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?
	- No.
11	[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]
	None
12	Do you have any questions for the interview panel?
	<p>- Training - Ethics, bring in experts to talk about the field.</p> <p>- Priorities of the board and to measure w/ metrics.</p> <p>- How to serve well as a board member -> lessons to other boards.</p> <p>- Dynamic of the current board.</p> <p>- Chamber Breakfasts has great speakers</p>

Notes:



County Manager's Office
BOARD & COMMISSION INTERVIEW QUESTIONS

Jacqueline Shen

Applicant's Name

LTAB

Board or Commission

Linda Deck

Interviewer Name

1/31/19; 11am

Date/Time of Interview

Interview Conducted:

☒ Personally

☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <i>WBA - Strategic Marketing, regional leader... Took over Canyon Inn. Wide base of contacts, perspectives of folks broadly.</i>
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <i>Co tied to CRT now in holding pattern. LTAB can't address particularly but LTAB could work to attract more hotels. Promote our attractions -- insulate from ups & downs of other industry</i>
3	How do you perceive the role of County Boards and Commissions in local government? <i>Provide citizen's perspective -- get community served, lets indiv. get involved - Benefits both</i>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <i>Represent diverse perspectives -- can't add here. Need to address issues amicably. Also to consider diverse perspectives. Has interfaced w/ many CO bds with her work. Has lot. rel. w/ meeting on county.</i>
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <i>Small licensed lodge est. perspective. Direct line of info. Also know lodges -- making town more navigable.</i>

6	Have you served on any Boards, Commissions or Committees (not only County B&Cs - but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? <i>was help org in grad school. Did marketing of their offerings. poster Also was an owner in Real Estate venture.</i>
7	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? <i>Yes -- needed to know as hedging owner.</i>
8	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? <i>Yes -- would like it & what training is. (what is available as training?)</i>
9	Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? <i>Yes + No.</i>
10	Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? <i>No.</i>
11	[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]
12	Do you have any questions for the interview panel? <i>Was wondering how to test set goals how we can measure. How to be a good board member.</i>

Notes:

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Jacqueline Shen
Applicant's Name

LTAB
Board or Commission

Kelly Stewart
Interviewer Name

1/31/2019
Date/Time of Interview

Interview Conducted:
☒ Personally
☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <div> <div>Intern for Linda A. Ralph</div> <div>MBA - Strategic Mktg, 10 yrs Tech-Transfers, Tutoring/PT/SAT test prep - biz w/sister Canyon Inn. As biz owner, lab experience, resident, interacting w/tourists, Lab.</div> <div>Great perspective.</div> </div>
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <div> <div>Tried to bring in new, addtl hotel to support tourism industry.</div> <div>diversify economy, help ride out Lab fluctuations</div> <div>more LTR \$ = more \$ to promote/build tourism.</div> </div>
3	How do you perceive the role of County Boards and Commissions in local government? <div> <div>As a citizen, I have perspective to rep residents' needs</div> <div>Diverse board members</div> <div>Great way for individual to help community involvement</div> </div>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <div> <div>Diverse perspectives and ability to consider other opinions - amiable.</div> <div>Developed good relationships with County staff as resident + biz owner.</div> </div>
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <div> <div>Pass on her perspectives based on Interactions w/tenants - feeds into LTAB</div> <div>Issues awareness - @ tourism/community promotion campaigns.</div> </div>

6	Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?	Also Report to investors create estate
	Not in 5 yrs. But during grad school was a bd. member for a women's organization to promote resource to prospective audience.	
7	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?	yes!
	have a few questions to clarify understanding.	
8	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?	yes. looking forward/open to any training opps
9	Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?	No.
10	Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?	No.
11	[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]	None.
12	Do you have any questions for the interview panel?	Training - ethics! Not training; bring in experts to what are priorities for LAB next 3 yrs; metrics will align with Council Goals (Feb 5)
Notes:	Training for setting better goals	
	Training for being a good member of the board? (SF Comm Foundation? LA Comm Foundation?) chamber breakfast speakers - great training opportunity	

General Information

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

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

Only on-line applications will be considered.

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

8132. If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-

662-8047.

Profile

Board and Commission Application

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

Stacy

First Name

Baker

Middle Initial

Last Name

Street Address

Suite or Apt

White Rock

City

NM

State

87547

Postal Code

Email Address

Home:

Primary Phone

Home:

Alternate Phone

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

☒ Democrat

Registered to vote in Los Alamos?

☒ Yes ☐ No

How did you learn of this Board/Commission vacancy?

LTAB Meeting attendance

Do you currently serve on any County Board or Commission?

☐ Yes ☒ No

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

Interests & Experiences

Which Boards would you like to apply for?

Lodgers' Tax Advisory: Submitted

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

As a long term resident of Los Alamos, I would like to see local businesses thrive and new small businesses encouraged in our county.

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

I currently work at the Lab as a Community Outreach Specialist and have experience as both a small business owner and in communications and marketing.

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

Yes.

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

I would like to see additional services available locally to our citizens.

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

I have attended several LTAB meetings.

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

Not that I'm currently aware of.

If you have any questions, please contact Barbara Lai at 505-663-3436 or barbara.lai@lacnm.us

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Stacy Baker
Applicant's Name

LTAB
Board or Commission

James Robinson
Interviewer Name

2/5/19 12:00
Date/Time of Interview

Interview Conducted:
☒ Personally
☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. - Long time resident of Los Alamos & WR. Graduated in 80's - became small business owner - came back to LA to raise a child. - owned a bar and grill in several places in the US. - worked @ good eats. - Bachelor's degree in communications. - How to best portray yourself. - work @ the Bradbury in marketing.
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] - Encouraging small business. Encourage local residents to use them and attract new people to visit will help business know where the \$ are coming from. Housing (attracted by people earning less than \$140k/year) - <u>LTAB</u> : where is best to spend what funding is available and reach the people (tourists and locals) that will help grow local business.
3	How do you perceive the role of County Boards and Commissions in local government? - As an advisory body. Gather info, make assessments and give recommendations. Helps CC make better decisions.
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? - Ability to translate observation and info from one set to another is valuable. Making it easy to understand. Knowing what to use when is good. Sense of vision. Thrive! Big. - All of the above.
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? - Reach out and maintain good channels of communication. Maintain civil discourse. Listening before mentioning your "argument". - Being available and wanting to learn to those who have a vested interest. Work to a more common goal.

Revised 1/30/2019

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>- No - worked for JSAB. during the time she would support the board.</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>- Not as much as you would like to be.</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>- Sure.</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>- Don't think so.</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>- Not a problem.</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
12	<p>Do you have any questions for the interview panel?</p> <p>- attending the meetings has been informative. Looking forward to learning as she goes.</p>

Notes:

Revised 1/30/2019

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Stacy Baker
Applicant's Name

LTAB
Board or Commission

Linda Deek
Interviewer Name

2/5/18, Noon
Date/Time of Interview

Interview Conducted:
☒ Personally
☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <u>grad LAHS, sm bus. owner, come back. Hosp. industr. vet - here, FL (bus + rest.) market them. BA in comm. - org - how others see you.</u>
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] <u>Co-encouraging sm. bus. -- needs locals' support and attracting new. Grow. -- live, sustain. find affordable housing or <40K incomes. let on gas station. LTAB - where to best stand against to reach locals + new growth.</u>
3	How do you perceive the role of County Boards and Commissions in local government? <u>Advisory -- need to gather info, make assessment, give good, reasonable advice to Council so they can make good decisions.</u>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <u>Ability to translate observations & info from one set to another is key. Locals, other board members, business people. Putting it in best form. Knowing what to use when! Also, having vision -- think big. She has both.</u>
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <u>Reach out, maintain communication. Civil discourse being a good listener + taking time to formulate a response. Being available to their question. A willingness to learn from others. People, perspectives, agendas -- have fortunate come to work toward common goals.</u>

Revised 1/30/2019

6	Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? <i>No. Worked for JTAB + did support.</i>
7	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? <i>Not as much as would like to be. As a resident -- need to have a particular need to know to learn.</i>
8	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? <i>Sure.</i>
9	Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? <i>No, don't think so.</i>
10	Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? <i>Not a deterrent.</i>
11	[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]
12	Do you have any questions for the interview panel? <i>Has attended, has been informative. Learn as you go!</i>

Notes:

Revised 1/30/2019

LOS ALAMOS COUNTY

COUNTY ADMINISTRATOR'S OFFICE

BOARD & COMMISSION INTERVIEW QUESTIONS



Stacy Baker LTAB-Community At-Large Rep

Applicant's Name Board or Commission

Kelly Stewart Feb 5, 2019, 12PM-1PM Interview Conducted:

Interviewer Name Date/Time of Interview Personally

_____ X Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B& C's.

	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <u>Long-time resident of White Rock. Graduated LAHS. Moved away for several years and returned to County to raise kids. Worked in different sectors of the hospitality industry. Managed a bar/restaurant in Florida. Worked both the front and the back of the house at hotels/restaurants, including Goodies Café (back of Brownell's). Has a</u>
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? <i>[Note to interview panel: If the answer to this question appears to be offbase with Council's position, please explore a little more.]</i> <u>The greatest issues facing the County are (1) sustaining local small businesses by encouraging current/new residents and visitors to frequent these businesses; and (2) creating affordable housing for workforce with household incomes of \$40K or less. LTAB's key challenges are determining the best use of Lodgers' Tax revenues and economic</u>
3	How do you perceive the role of County Boards and Commissions in local government? <u>Advisory. LTAB is responsible for gathering and assessing information, and to offer good and reasonable advice to Council to help them make good decisions.</u>
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <u>The ability to translate observations from different stakeholders/sources into a form that is broadly understandable to the public. It's important to find the most appropriate form of communication to convey a sense of vision, as well as specific tactics. Stacy possesses all communication skills.</u>
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? <u>Establish relationships and lines of communication with key County departments and staff. Encourage civil discourse. Listen well and clarify understanding and intent before formulating or communicating a response. Be available to stakeholders and open to learning from each other. Work towards common goals.</u>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Have not served on a board but have worked for the Juvenile Justice Advisory Board.</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>Not familiar, but eager to become familiar with the County Code guiding the Lodgers' Tax Advisory Board.</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Eager to participate in training that will inform her ability to provide the best advice regarding LTAB issues.</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e- mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them.</p> <p>Is this a deterrent to your willingness to serve on this Board?</p> <p>No.</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No.</p>
11	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i> No additional questions from panel.</p>
12	<p>Do you have any questions for the interview panel?</p> <p>No additional questions from applicant.</p>

Notes:

Revised 10/1/2014

General Information

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

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

Only on-line applications will be considered.

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

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

Profile

Board and Commission Application

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

Katherine

First Name

Bruell

Middle Initial

Last Name

Street Address

Suite or Apt

Los Alamos

City

NM

State

87544

Postal Code

Email Address

Home:

Primary Phone

Home:

Alternate Phone

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

☒ Democrat

Registered to vote in Los Alamos?

☒ Yes ☐ No

How did you learn of this Board/Commission vacancy?
currently serving

How did you learn of this Board/Commission vacancy?

Do you currently serve on any County Board or Commission?

☒ Yes ☐ No

LTAB, Tourism Workgroup

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

Interests & Experiences

Which Boards would you like to apply for?

Lodgers' Tax Advisory: Submitted

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

I have a strong professional and personal interest in getting more heads in beds in Los Alamos, and find the work of this board to be crucial to that effort. Also, being on the board helps me ensure the Los Alamos Nature Center is integrated into the County's tourism marketing.

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

I am the director of the Pajarito Environmental Education Center, which operates the Los Alamos Nature Center. I was on the Tourism Strategic Planning group, and I am a member of the Tourism Strategic Plan Implementation group.

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

Yes.

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

I'd like to continue working to improve our tourism offerings and tourism marketing. I'm also very interested in how we collect data from our visitors and what data we collect and track.

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

Yes. I am currently on the board.

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

No.

If you have any questions, please contact Barbara Lai at 505-663-3436 or barbara.lai@lacnm.us

Katherine Bruell

LOS ALAMOS

County Manager's Office

BOARD & COMMISSION INTERVIEW QUESTIONS FOR B&C MEMBERS APPLYING FOR A SECOND TERM

Katie Burrell
Applicant's Name

LTAB
Board or Commission

Katie Burrell James Robinson
Interviewer Name

2/7/19 11AM
Date/Time of Interview

Interview Conducted:
☒ Personally
☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <ul style="list-style-type: none"> - <u>Positive:</u> like to give input into the marketing efforts of the county. Like being able help gear those efforts. - <u>Negative:</u> See things but have no power to move the needle.
2	<p>What has the <u>Board</u> or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <ul style="list-style-type: none"> - A lot of great marketing or influenced marketing of the county. Excited about the new native initiative. Love the data that is given to the board. Looking @ the different #s. Would love to see this continue. - County as a whole has a pattern of forgetting about the future. Now she is there to continue to inch back.
3	<p>What do you believe are the greatest issues facing the <u>Board</u> or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues?</p> <p>[Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]</p> <ul style="list-style-type: none"> - Focus on actual out of town visitation, and weigh the efforts from those #s. - Mainly seeing if things are sticking. - W/ no Tourism Manager - the LTAB is the back end channel.
4	<p>Now that you've served on this <u>board</u> or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?</p> <ul style="list-style-type: none"> - General, the BIC are there to make the county look good. In some sense it is a far accusation. Real work is done by the staff, however, there were times when the board has help guide things. - Taking more control of the reports to see what we actually need to see.

Revised 2/12/18

5	<p>Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve?</p> <p>- Been okay. Liaisons do not typically attend the meetings. It was good when the Council would show up.</p>
6	<p>Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually?</p> <p>- Attended the required trainings. ✓</p> <p>- Would be nice to have a training on the <u>roles/responsibilities/powers of the board</u>.</p> <p>- Maybe training from NM Tourism.</p>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <p>- See See above.</p>
8	<p>The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board?</p> <p>- No</p>
9	<p>If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board?</p> <p>- Yes. Its a deterrent, but will not block her willingness to serve on the board.</p>
10	<p>Do you have any questions of the interview panel?</p> <p>- Nope.</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]</p> <p>- Nope.</p>

Notes

Thank the applicant for their feedback on the B&C system, and their willingness to continue serving as a Board or Commission member.

Revised 2/12/18

LOS ALAMOS

County Manager's Office

BOARD & COMMISSION INTERVIEW QUESTIONS FOR B&C MEMBERS APPLYING FOR A SECOND TERM

Katie Bruell
Applicant's Name

LTAB
Board or Commission

Linda Deek
Interviewer Name

2/7/19, 11:10 am
Date/Time of Interview

Interview Conducted:
☒ Personally
☐ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <p><i>Positives -- give input to marketing ctr. is doing. like to steer those. Negative -- when we don't have a way to move the needle.</i></p>
2	<p>What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <p><i>Accompl -- lots of great marketing, and we're pivoting somewhat toward nature & outdoor recreation to remind Co. of Nature Center. Her own -- necessity of good metrics making sure we're getting what we need. Raising awareness of necessity of this.</i></p>
3	<p>What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues?</p> <p>[Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]</p> <p><i>need to focus on OOT visitation, get hard #s measure our impact. Bd needs to help, make sure "buck stops here" while Co doesn't have Tourism Mgr.</i></p>
4	<p>Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?</p> <p><i>Perception B+C there to show "got public input" and now we'll do what we want. Yrs deal w/ done by staff. Take more control over reports to us. Worth a discussion -- what do we really want to see. needs to relate to Heads in Beds.</i></p>

Revised 2/12/18

5	Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve? <i>Been OK. Usual reasons don't show up. would be great for them to show up more often.</i>
6	Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually? <i>Attended required legal/ethics training. Good to have training on role (Statute training -- Part T, County). Flow chart issues -</i>
7	What suggestions/comments would you like to offer in connection with your Board or Commission service so far? <i>See above!</i>
8	The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board? <i>Not a deterrent.</i>
9	If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board? <i>It's a deterrent, and yet she persists!</i>
10	Do you have any questions of the interview panel? <i>Nope.</i>
11	[Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.] <i>This is a good.</i>

Notes

Thank the applicant for their feedback on the B&C system, and their willingness to continue serving as a Board or Commission member.

Revised 2/12/18



LOS ALAMOS COUNTY
COUNTY ADMINISTRATOR'S OFFICE
BOARD & COMMISSION INTERVIEW QUESTIONS
FOR B&C MEMBERS APPLYING FOR A SECOND TERM

Katherine Bruell
Applicant's Name

LTAB-Attractions Rep (Vice Chair)
Board or Commission

Kelly Stewart, County Staff Liaison – Unable to participate in interview due to family emergency.

Interview Conducted:

Interviewer Name

Date/Time of Interview

_____ Personally

_____ Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.



County of Los Alamos

Staff Report

February 19, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 1)

Index (Council Goals):

Presenters: Harry Burgess, County Manager

Legislative File: 11597-19

Title

County Manager's Report for February 2019

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 - February County Manager's Update

County Manager's Monthly Update

LOS ALAMOS COUNTY

FEBRUARY - 2019

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

This month, C&PR staff have been busy getting much-needed photos of the recent snowfall at various attractions and amenities. Since it has been many years where we have experienced much snow, especially for the Valles Caldera National Preserve, Bandelier National Monument, and Pajarito Mountain, we are trying to capture people and places, along with specific sports activities like cross country skiing, downhill skiing, and snowshoeing. The photos are being edited and will then be added into the Smug Mug (free, online and downloadable by the public) photo gallery. The division also helped promote the hashtag #lovelosalamos with a variety of posters that were launched during the Creative Crawl, sponsored by the Creative District, and partnered with local facilities to distribute the posters for public "selfies". Many photos have already been featured with the hashtag on Facebook and Instagram. The Visual Information Specialists have also been working on a variety of ads, flyers, tricolors, a t-shirt design, maps and other collateral for various requests from the departments.

Work will begin on Spring into Adventure this month (a CSD booklet promoting spring programming). Work is also underway on design of an interactive booklet (hosted on line with hyperlinks) for the LANL Summer Students who will begin arriving by June. The initiative came out of the Discoveries Action Team and we are partnering with the Main Street director – she provides content and links and we provide graphic design. Work also got underway to partner with the Schools on promoting their Healthy Community initiative, with logo design in progress. The goal is to co-brand some items that the County produces with the School logo, such as outdoor programming, to encourage school-aged children to become more active, especially during the summer when school is not in session. The PIO is working with counter parts for the projects that will soon convene and converge upon the DP Road entrance at NM502 and Central/Canyon/Trinity "Y" by the former Hilltop House hotel. A second planning meeting will be held Feb. 25 with those involved in all the various projects and a public meeting has been set up by NMDOT in early March (date to be announced by NM DOT at their discretion and with their ad funds, although the County will share it out through all of its channels.) The PIO is also working on budgets for C&PR for FY20, and the division will support production of the citizen guide to the budget booklet that gets printed through the Finance office by the end of March.

COMMUNITY SERVICE DEPARTMENT

Aquatics

Lifeguard Certification Class – January 2 – 5, 6 participants:

The Walkup Aquatic Center held another Lifeguard Certification class. Students must complete this course to become lifeguards for either the County or the other pools around Los Alamos and White Rock. It was a successful week and all the students passed.



National Popcorn Day – January 18, 250 participants:

The Aquatic Center celebrated National Popcorn Day by giving out free bags of popcorn to everyone that came in to swim. Both parents and kids were grateful for the buttery snack.



Lifeguards Receive Their Community Asset Award January 26th

The Walkup Aquatic Center's Lifeguards received their Community Asset Award in recognition for their hard work and dedication in making the Aquatic Center an asset to the community.



Aquatomics Swim Meet – January 26th, 200 participants:

The Aquatomics team hosted a “B” League meet. This is a competition specifically for novice swimmers. Teams from Taos, Santa Fe, Albuquerque, and Los Lunas all came up to Los Alamos to compete.



Ice Rink

White Rock Baptist Church Broomball Night – January 5th, 75 participants:

The WRBC Youth Group hosted their annual broomball night at the Ice Rink.



1st Annual Outdoor Nuclear Shootout – January 11th – 13th, 600 participants:

The University of New Mexico hosted the tournament and in attendance were the University of Nebraska, Dallas Baptist University, and Northern Arizona University.



3rd Annual Atomic City Adult Hockey Tournament – January 18th – 20th, 400 participants:

Players and fans from El Paso, Albuquerque, Santa Fe, Los Alamos and Colorado gathered to play hockey and enjoy fresh food from the Los Alamos Cooperative Market and refreshments from Bathtub Row Brewing.



Topper Friday Night Hockey – January 25th, 180 participants:

Hilltoppers hosted the Cibola Cougars and won big on their home ice. (Photo courtesy John McHale)



Golf and Open Space

Cross Country Ski Track:

A 2.8 mile cross country ski track was groomed for enthusiasts on the front nine. The course has been utilized by both individual skiers and the youth Nordic ski team. The course has been extremely popular and we are looking to expand it next year.



Parks

The Parks crew helped clear snow during and after the snow storms.



Library

Songs of Peace with Sagit Zilberman – 30 participants



International Hometown Map Project, 60 participants:

We've been asking people to show us on the map where their families originate and have received great response.



International Storytelling with One Los Alamos – January 26th, 25 participants:

The Library partnered with the group One Los Alamos to host a story telling hour in which people read or told stories that reflected their diverse cultures. The story telling was followed by a musical program with Israeli-born musician Sagit Zilberman, who told origin stories from many different countries, accompanied by music from those cultures, played on instruments from those cultures.



Art Show Reception for Jonah Boudreau – Jan. 26, 212 participants

Emerging artist Jonah Boudreau opened his exhibit in the Upstairs Art Gallery.



Social Services

Family Strengths Network / Family Resource Center – January, 310 participants:

The Family Resource Center is a loved location for families with young children, especially during the winter. Families visited the resource center throughout January to learn and socialize with one another, and to utilize the Beth Ladino Family Resource and Toy Lending Library.



Live Theater at LA Senior Centers – “The Night Before” by Robert F. Benjamin, January 16 & 24, 94 Participants:

The 2019 season of “Live, Lunch-Time Theater at LA Senior Centers” opened with this romantic comedy, performed by Jody Shepard and Tomas Farish. It was performed at both the Betty Ehart Senior Center and White Rock Senior Center.



Canvas & Chamomile Event – “Paint the Sunflower” – January 28, 13 participants:

Participants enjoyed a cup of tea while painting during this step-by-step guided event for both beginners and experienced painters.



Cultural Services

Backcountry Film Festival -January 24, 270 participants:

The Backcountry Film Festival, hosted by PEEC, was a huge success. All three theaters were full and a great time was had by all.





Los Luceros Birding Outing, January 5, 10 participants:

Our Los Luceros Birding Outing was enjoyed by many participants.



Climate Change 101 – January 29, 35 participants:

Many attendees listened to Chick Keller talk about climate changes in our world.

PUBLIC WORKS DEPARTMENT

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.

Recruiting Transportation Board Members

GET ON BOARD!

Recruiting NOW

**LOS ALAMOS COUNTY
TRANSPORTATION BOARD
IS ACTIVELY RECRUITING
NEW MEMBERS**

The Board meets the first Thursday of the month at
5:30 p.m. at the Municipal Building.

For more information and an application, see the
Boards and Commission page of the Los Alamos County website

January 3, 2019 Transportation Board Meeting Highlights

- Desirae Lujan, Senior Engineer gave a presentation on the updates for Public Work Designs & Construction Standards.
- Michael Gomez, Principal Engineer from Santa Fe Engineering Consultants, LLC gave a presentation on 35th Street and Trinity Drive Intersection Improvements.

Airport Division

Snow, Snow and More Snow

Like the rest of Los Alamos County, the Airport received over 3 feet of snow in a single storm. The Airport used its purpose-built plow, purchased through an FAA and NMDOT grant, to clear the runways, taxiways and ramps. And clearing this amount of snow creates large snowbanks and windrows that must be moved away from the pavement edges, to avoid aircraft wingtip and propeller strikes, and away from runway and taxiway lights and signs. However, the Airport did not have the specialized equipment needed to move such large snowbanks and windrows and turned to the NMDOT for assistance. They responded by deploying large snowblowers that moved the snowbanks and windrows away from the pavement edges and around signs and lights.



Custodial Division

- The Custodial Division supported 195 events during the month of January.
- Carpets were shampooed in the Utilities Suite at the Municipal Building.
- The Custodial Division assisted with snow removal on 10 different days in December and January and contributed 508 working hours to the snow removal effort.

Amie Valdez and Charlie Lopez get ready for snow removal at Fuller Lodge after the snow storm on New Year's Eve.



Engineering & Project Management Division

Fire Station 3:

The project which includes reroofing, as well as a new exterior wall system, window replacement and HVAC system modifications is well underway. The west wing bunkrooms have been completed. Work will commence on the east wing while roofing activities have approached 90% toward completion. Substantial completion is expected on February 1st. Completion will be accomplished by March 29, 2019.



Airport Hangar Project:

Crews completed the hangar building Plumbing/Mechanical inspections have been obtained, electrical inspection was passed, Fire Marshall inspection was scheduled for the end of January. A final inspection was completed, and a Certification of Occupancy was received.



White Rock Senior Meals Center Kitchen Equipment Upgrade:

This project utilizes a grant from the State Aging and Long-Term Services Department (ALTSD) to install additional kitchen equipment to improve the in house and delivered meals capacity. The Invitation for Bids was advertised on September 16th and closed on October 4th, and a contractor was selected. The contract is in the award process and is expected to be executed by the end of December. The grant will allow for the acquisition and installation of new commercial kitchen equipment such as; a grill, large cook and hold oven, large serving steam table, large chef work table, heavy duty garbage disposals, and a washer and dryer. Electrical, plumbing and gas lines are also being re-worked to connect to the new equipment. The

kitchen is expected to be shut down for one week in February to accomplish this work. During this time, the seniors will be served through the Los Alamos Senior Center kitchen.

Mesa Library HVAC Improvements:

The project was awarded May 22nd 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 was July 2. The main public area of the library was closed from August 20th and reopened on schedule December 4th. The project is scheduled to be substantially complete on January 25th, however a change order due to the lighting technology will be forthcoming to adjust this date. Completion is scheduled for March 29, 2019; however, chiller related work will progress through May for seasonal temperatures to test the equipment.

The elevator upgrades were expected to be completed by the re-opening date, instead the elevator was put back into service on January 11th. Two replacement valves are still planned to be installed in late January to correct an issue that does not affect regular operations of the elevator. Additional work on the elevator remains that will cause a two-day shutdown, this work is not yet scheduled.

Most of the major work is now complete, the following work will continue through March:

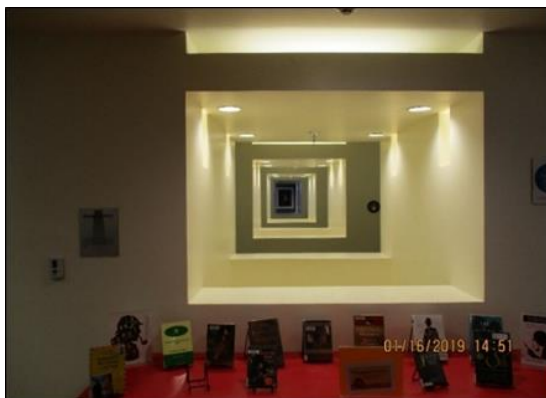
- Continued testing and balancing of the heating/HVAC system
- Connecting the chillers, which will be done in warmer weather at the end of the project.
- Installation of LED lighting and controls.
- Punchlist and final clean-up.



New LED lighting comparison.



New (Left), Old (right).



Newly installed Wedge Lights.



Chiller Units and new piping

LAPD Remodel for Sheriff's Office:

A new office space for the County Sheriff's office has been under construction at the Justice Center to allow for better public access from the Trinity side of building. The new entrance will be on the Trinity side of the station and will consist of an office for the Sheriff and one office space for an Administrative position. Work is complete. The office is now signed from south side of building in use.



New high ceiling in Police Department Weight Room



Police Department side of remodel.

Canyon Rim Trail Phase 3

The County has been working with the consultant to prepare to obtain easements with the private owners, by first obtaining property appraisals, within the project limits between Knecht Street and the 20th Street Extension. A presentation was made to the membership at the American Legion, one of the properties where an acquisition is needed. They will respond pending the appraised value. The appraisals were received on January 23, 2019 and a meeting with the County Attorney is scheduled to discuss next steps to acquire the easements.

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 design meeting was held on October 22nd for utility and ROW coordination. It is anticipated that various utility relocations are forthcoming and being that this project crosses through NMDOT Right-of-Way maintenance agreements will be required and have been requested by the County. Utility coordination with private utilities and Los Alamos County utility owners is ongoing as they work to complete relocation plans. A 90% plan submittal is expected in February 2019.

Tsikumu Village:

Tsikumu Village is programmed in Fiscal year 2019 for roadway maintenance. This project will include pavement preservation, along with intermittent concrete work as needed on Sioux Street, Cheyenne, Iroquois, Seminole, Yuma, and Ute Street for approximately 1.9 miles. A public meeting was held on December 6, 2018, three options were presented with varying levels of improvements from a full reconstruction to a mill and overlay. Resident concerns discussed at the meeting will be evaluated in the final design. Based on resident comments and budget the preferred option of a mill and overlay was chosen, which will allow for every street within Tsikumu Village to receive a pavement preservation measure. A follow-up meeting was held with Public Works, Parks and Open Space, and a member of the Tsikumu Village homeowner's association concerning pedestrian access. The County agreed to consider

a bid alternative during bidding. Final design plans are in progress in anticipation of a February 2019 advertisement date with construction scheduled to begin in the Spring.

Tracts A-13/A-12 LASO Offsite Improvements Project:

Santa Fe Engineering met with County staff on December 14th to discuss the results of the traffic impact analysis and to evaluate design alternatives for the intersection improvements at NM 502 (Trinity Drive) and 35th Street. A submittal of the 30% design documents were delivered in January 2019. A presentation to the Transportation Board on January 3rd was given by Santa Fe Engineering. The board requested a road diet alternative be considered on Trinity Drive between Oppenheimer and Diamond Drive.

DP Road and Utility Infrastructure Improvements Project:

Since the County did not receive a BUILD grant this year the project schedule for DP Road is being evaluated based on funding availability and coordination with other construction projects in the vicinity. A meeting was held on December 10th with County staff and other agencies working along the DP Road corridor to discuss construction schedules and to develop strategies to assist area businesses. County staff also visited TA-21 in early December to look at potential routes for the sanitary sewer crossing and access easements.

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. Bohannon Huston completed a traffic study documenting a preliminary estimate for the preferred alignment of \$3.6Million including NMGR. DOE will evaluate whether the remaining SEP funds available would be sufficient to construct the project. USACE and DOE have begun the design portion of the project with Bohannon Huston and is scheduled to be completed July 31, 2019.

NM 502 Reconstruction, Knecht St. to Tewa Loop:

Staff continues to coordinate with NMDOT on this state lead project. The contractor, Star Paving, has been granted a winter suspension and will begin work on March 18, 2019. Los Alamos County has negotiated and signed a contract with Star Paving for a staging yard location on DP Road.

Environmental Services Division

Christmas Tree Collection:

Environmental Services staff has been busy collecting Christmas trees from around town. To date staff has collected almost two tons of Christmas trees. The trees will be ground into mulch and used as landscaping material or composted

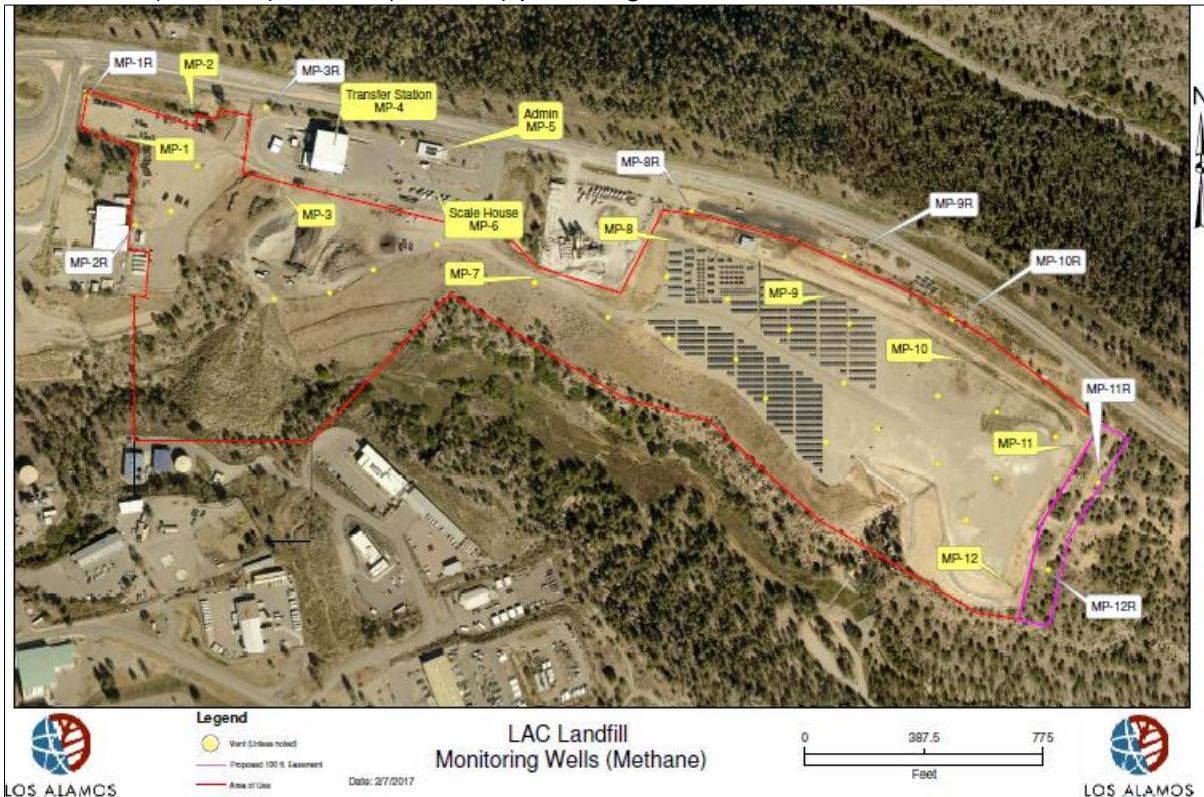
Los Alamos Landfill Gas (LFG) Update:

Environmental Services is in the process of seeking approval from New Mexico Environment Department (NMED) to reduce monitoring from weekly to quarterly as prescribed by NMAC Solid Waste Rules.

With the installation of the Landfill Gas Control and Collection system, the methane concentrations have begun to decrease and are in compliance with NMED Solid Waste Rules. This is a summary of results for December 2018 methane monitoring for the Los Alamos County closed landfill.

1. The LFG vents ranged in methane concentrations from 43.9 (LFG Vent – 7) to 58.6 (LFG Vent – 1) percent gas in air.

2. The gas probes near the toe of the landfill materials ranged in methane concentrations from 11.6 (MP-12) to 53.5 (MP-8) percent gas in air.
3. The gas probes near the boundary of the landfill ranged in methane concentrations from 1.5 (MP-12R) to 33.2 (MP-10R) percent gas in air.



Recruitment:

The job of Equipment Operator has been filled by Dominic Sena. Dominic comes to Los Alamos County from the City of Santa Fe Solid Waste Division, where he served as an equipment operator for ~ 14 years. Environmental Services is excited to have Dominic on our team starting Monday, January 28, 2019.

2018 October Eco Challenge Award Ceremony



Traveling Trophy

Los Alamos County had 95 participants and 9 teams engaged in the 2018 Northwest Earth Institutes EcoChallenge. Participants were asked to do small things to help the environment like taking shorter showers or using reusable water bottles. Participants checked in each day and received points for each item completed. The Chamisa Elementary Green Team beat all the teams with 4,659 points. Environmental Services would like to thank all the participants.

Participant Winners:



*Heather Ward
1st Place*

*Angelica Gurule
3rd Place*

*Susan Hettinga
2nd Place*



*Team Winner – Chamisa
Elementary Green Team*

Snow Time!



After the second heavy snow storm our equipment operators put chains on their trucks and left the Eco Station picking up trash and recycle with smiles on their faces. They did a great job and stayed safe. Our winter mascot Frosty the “Tired” Snowman had only a smile on his face during the snow storms.



Residential Sustainability Report



Residential Sustainability Report

Service Period: December 2018

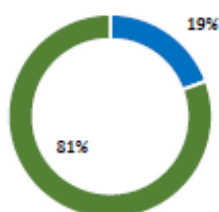


LOS ALAMOS

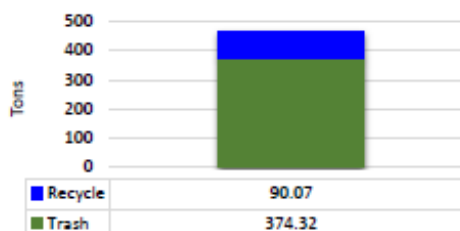
December Diversion Rate: 19%

The diversion rate is the percent of recyclable and compostable material diverted from the landfill.

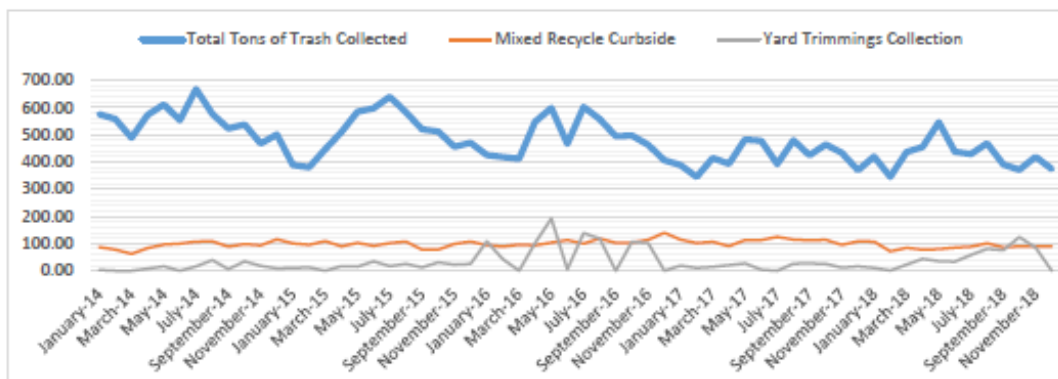
Monthly Collection Report



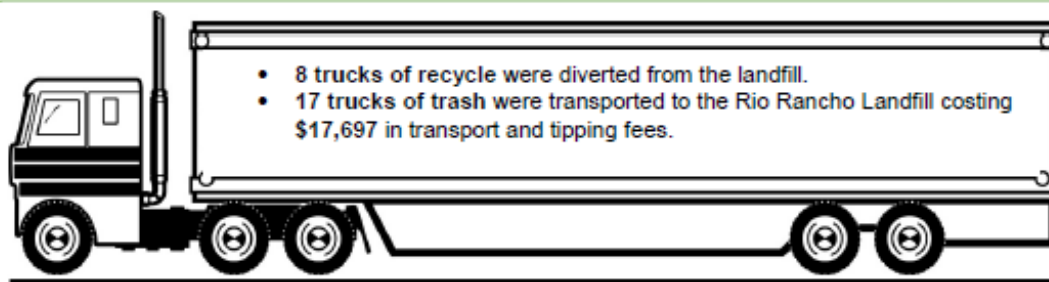
■ Mixed Recycle Curbside ■ Trash Residential Collection



In December by recycling and composting Los Alamos County reduced CO2 emissions by ~309.84 tons



In 2018 by recycling and composting Los Alamos County reduced CO2 emissions by ~4726.91 tons



For more information contact Environmental Services Division at 505.662.8163 or email solidwaste@lacnm.us

Facilities Division

- Staff replaced the heating coils in the jail and got the heating back up and running.
- Staff is dealing with heat issues in several buildings.
- Staff is moving Art Council to second floor Fuller Lodge.
- Facilities is currently getting gutter quotes to replace and repair the damaged gutters from storm.
- Staff completed electrical wiring at new Airport hangar.

Fleet Division



New unit for Utilities was received in December.



Fleet worked about 190 hours in overtime helping with snow removal operations and performing repairs on snow removal equipment. Fleet assisted Traffic and Streets with clearing of PCS parking lot.

Traffic & Streets Division

The snow season came in with a bang on December 25th and didn't let up until January 24th. Los Alamos County received approximately 4 feet of accumulated snow in some locations.

Traffic and Streets received roughly 930 phone calls regarding snow removal during this period. Most of the calls were regarding concerns about snow removal on the streets. Several of the calls were about helping elderly and ill citizens remove snow from their driveways and sidewalks. Traffic and Streets administration staff assisted these citizens by working with local churches and non-profits to find volunteers willing to aid these citizens. Police Dispatch, 311, and the County Managers Office received additional calls. Kudos to those who assisted our office by responding to these calls.

Traffic and Streets crews worked along-side with crews from Parks, Utilities, Facilities and Custodial on snow removal. In addition to crews working snow removal, Officers from Police assisted in digging out citizens and helping people get out of their streets. Transit worked to clear bus stops countywide. Fleet worked to maintain the equipment around the clock, so crews could continue their snow removal efforts.

Traffic and Streets Crews logged in 1090.25 hours of overtime from December 16, 2018 through January 26, 2019. GWS is reporting 216 OT hours and Facilities is reporting 132.75 OT hours. This does not include overtime accounting from Parks, Fleet, Custodial or other participating divisions within the County.

To date (January 28, 2019) the county spent the following amounts on contract labor for emergency snow removal efforts:

Contract Labor

Parker Construction	\$21,428.55
JJ Excavation	\$161,192.28
Creative Earth Construction	\$28,137.34
Marcon Excavating	\$ 6,610.45
GM Emulsion	<u>\$ 39,319.30</u>
Total Contract Labor	\$256,687.92

Images of the snow removal efforts countywide:





The State briefly provided two snow blowers to aid in snow removal; one of these blowers is making more room to dump snow off North Road.



Crews had to create new signs to discourage parking in locations where snow dump operations were occurring.

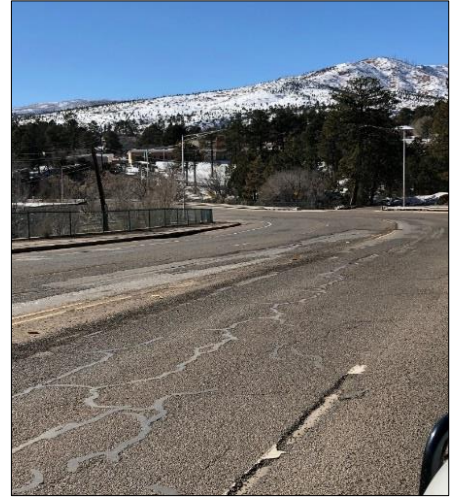


Crews have been fabricating specialty signs for the snow removal process and pothole signs to warn the public of potholes around Los Alamos County.



Crews have continued working on the Street Id upgrade in Los Alamos.

Diamond Drive asphalt substantially deteriorated with the last snow falls causing potholes and the striping to disappear in many locations. An attempt to place temporary reflective tabs to mark lanes failed because of the deteriorating asphalt.



Transit Division

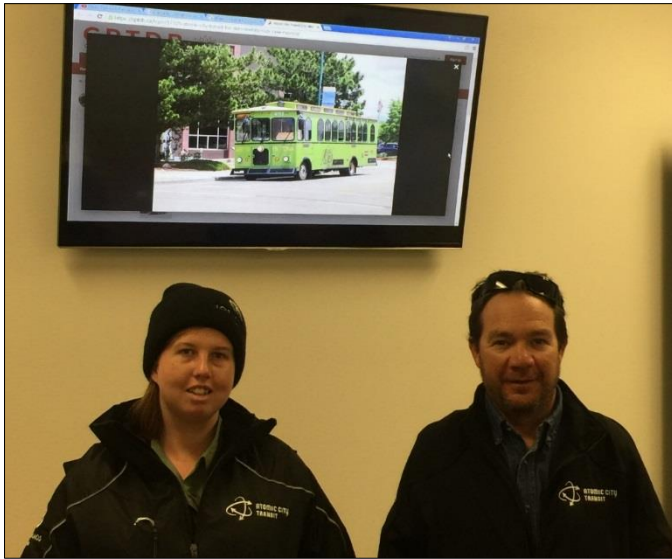
NEW YEAR'S BUZZ BUS

Atomic City Transit partnered with Los Alamos County DWI Council on New Year's Eve Buzz Bus Transportation on Monday, December 31, 2018.

Service was provided from 6:00 p.m. to 1:00 a.m. and several community members took advantage of the free transportation service.

Date	Service Name	Operator	Unit	Platform Start Miles	Platform End Miles	Adult
12/31/18	New Year's Eve Buzz Bus	Cliff	4141	132454	132540	23
12/31/18	New Year's Eve Buzz Bus	Fermin	4095	54996	55086	11
12/31/18	New Year's Eve Buzz Bus	Mick	4115	75990	76035	11

45



Atomic City Transit Laura Dison and Thomas Kain have obtained their Commercial Driver's License and will be training on the daily routes.

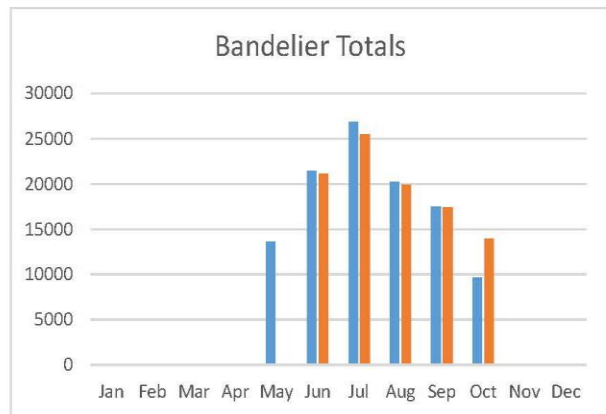
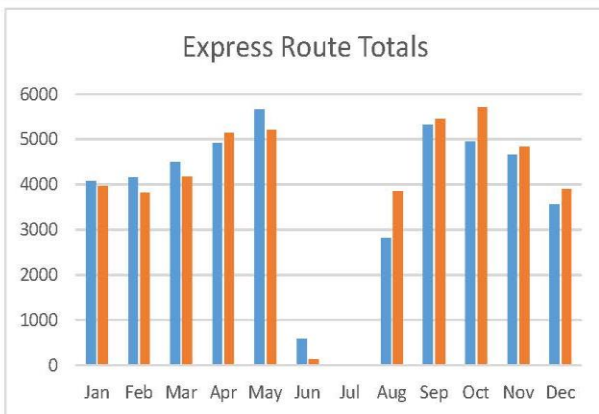
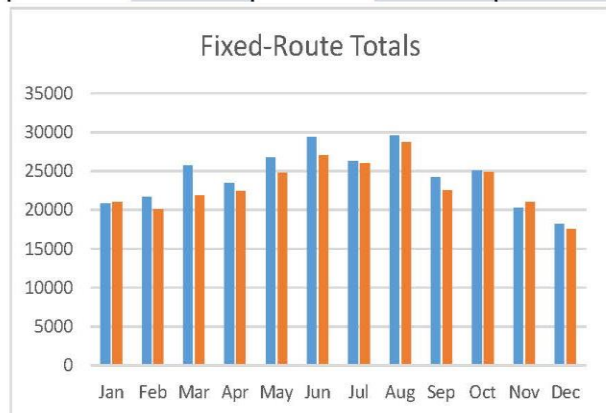
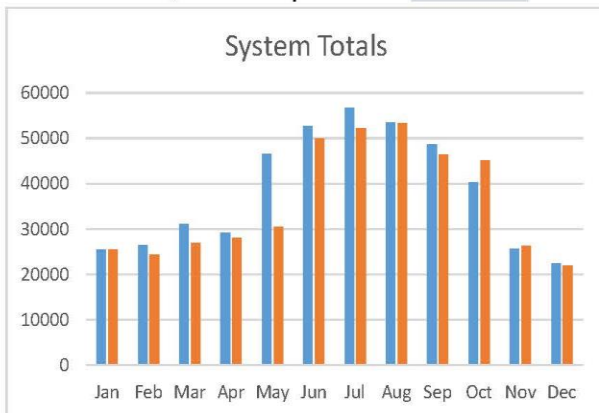
Atomic City Transit is very thankful for the winter storms that have come to visit and would like to thank our riders for their patience while we dig out of the snow left behind. In anticipation of the winter weather, the Transit Division did purchase a gas powered snow broom for shelter cleaning as well as a truck snow blade. Thank you to all the Transit Operator's that reported to work on January 2, 2019 to hand shovel all the bus stop shelters.



December 2018 Ridership Report

LOS ALAMOS

Route	December Trips			Dec. Rev. Miles		Dec. Rev. Hours		YTD Trips
	2017	2018	% Chg	2017	2018	2017	2018	2018
1 Downtown	4,284	3,834	-10.5%	3,424	3,436	283.7	284.8	67,099
2M White Rock - Main Hill	1,933	1,948	0.8%	6,819	6,962	257.1	262.5	30,484
2T White Rock - Truck Rt	1,166	1,184	1.5%	6,292	6,432	248.0	253.6	19,654
2P White Rock - Peak	-	373	0.0%	1,638	2,367	98.8	87.4	5,719
3 Central / Canyon	2,188	2,295	4.9%	4,829	4,928	241.3	246.3	34,384
4 North Community	2,277	2,312	1.5%	3,499	3,570	247.0	252.0	33,463
5 Barranca Mesa	1,400	1,175	-16.1%	3,844	3,923	244.8	249.9	18,662
6 North Mesa	4,598	4,420	-3.9%	5,446	5,334	368.3	361.3	68,177
Fixed-route subtotal	17,846	17,541	-1.7%	35,790	36,953	1,989.0	1,997.8	277,642
7 North Mesa Expr	1,089	1,099	0.9%	334	267	20.0	16.2	12,105
8 North Community Expr	571	626	9.6%	122	96	8.2	6.5	7,723
9 Aspen Expr	496	644	29.8%	94	74	6.6	5.2	7,880
10 Barranca Expr	852	890	4.5%	157	124	9.8	7.8	10,602
11 White Rock Expr	552	640	15.9%	320	252	12.7	10.0	7,822
Express route subtotal	3,560	3,899	9.5%	1,026	814	57.4	45.7	46,132
12 Bandelier	-	-	0.0%	-	-	-	-	110,034
Dial-a-Ride	82	88	7.3%	502	1,637	37.8	57.0	1,110
ACT Assist	415	399	-3.9%	3,560	3,323	209.3	187.2	5,164
Special Services	37	45	21.6%	-	180	-	13.8	2,629
System total	21,940	21,972	0.1%	40,878	42,907	2,293	2,301	442,711



■ 2017 ■ 2018

Total Passenger Trips to Date: 5,189,309

COMMUNITY DEVELOPMENT DEPARTMENT

Building Safety Division

Four (4) commercial permits were issued in January 2019, with a total valuation of \$41,500.00 compared to three (3) permits issued in January 2018, with a total valuation of \$16,000.00.

Thirty-one (31) residential permits were issued in January 2019, with a total valuation of \$430,367.00 compared to forty (40) permits issued in January 2018, with a total valuation of \$1,002,536.00.



Progress on the third story addition at 557 Oppenheimer

Housing and Special Projects Division

Housing Rehabilitation Program (Home Renewal Program):

Work has been completed on six homes for the 2017 program and is expected to finish on two more homes before the end of February. Early this spring, work is expected to begin on the five projects which have been approved for the 2018 program. Work will involve repairs and improvements for energy efficiency, accessibility and general repair.

Homebuyer Assistance Program:

Three home closings are anticipated for the first half of 2019. The program will continue to accept applications as long as funding is available.

Affordable Housing Multi-Family Development:

There are two planned affordable rental housing projects for DP Road to be financed with State low-income housing tax credits and built by Bethel Developments. Building permit application submittal for the first project, "Canyon Walk Apartments" on Tract A-9, 120 DP Road is anticipated in spring 2019. The project will be 70 rental units focused on workforce housing and construction is anticipated to begin August 2019. For the second project, "The Bluffs" on 2.79 acres of Tract A-8-b at 135 DP Road, Bethel will submit an application to the State in mid-February 2019 for a tax credit financing award. The Bluffs will have 64 rental units for age 55 and over. CDD staff will be communicating regularly with County departments and other agencies that have construction projects planned on DP Road to ensure proper coordination and minimize disruption to local business owners.

Planning Division

In addition to daily telephone and in-person consultations with members of the public and County staff, the Planning Division met with developers for several significant projects to be presented to the Planning & Zoning Commission in February. Planning staff held two Interdepartmental Review Committee (IDRC) meetings for these projects and reviewed IDRC comments with applicants.



On Saturday, January 26th the Planning Manager participated in the bi-annual "Do-It-Yourself" workshop at Fuller Lodge and was able to meet with and answer questions from several members of the public.

Planning and Zoning Commission and Board of Adjustment:

Rezoning – 1
Site Plan – 3
Summary Plat – 1
Waiver - 1

Building Permit and Business License Review:

During the month of January Planning Division staff reviewed and acted on 10 Building Permits and 8 new Business License applications.

CDD Administration and Special Projects

Community Development Advisory Board:

The CDAB did not meeting January due to lack of quorum.

Historic Preservation Advisory Board

The HPAB reviewed suggested projects from the Fuller Lodge Interpretive Plan and provided recommendations for potential new services within and around the building.

Boards and Commissions

There are currently vacancies for the Transportation Board and the Art in Public Places Board. Vacancies have been advertised.

Business Licenses

91 business licenses were processed in January. This includes both new applications as well as renewals of existing business licenses.

CALENDAR OF UPCOMING MEETINGS AND EVENTS

Feb 18 – Presidents' Day - the Eco Station and Overlook Convenience Center are closed. No trash or recycle/yard trimming pick up – residents should put their carts at the curb after the holiday on Wed. Feb. 20, 2019 instead. County Administrative Offices are closed. Other County facilities may be closed or have reduced hours of operation

Feb 19 – Regular Council Session, 6:00 p.m., Council Chambers

Feb 21 – Discoveries Action Team Monthly Meeting – Work Groups Only, 11:00 a.m. – 12:30 p.m. Pajarito Cliffs Site Conf. Rm Bldg 1

KUDOS & FYI

From: Romero, Louise B.

Sent: Friday, January 18, 2019 11:55 AM

To: Abeyta, Emmanuel <emmanuel.abeyta@lacnm.us>

Cc: Brogan, Brian <brian.brogan@lacnm.us>; Humpton, Jeff <jeff.humpton@lacnm.us>

Subject: Kudos - Snow Removal

Good morning Emmanuel,

We spoke yesterday regarding the snow removal at the Animal Shelter/East Park parking area. I thought I would share the following post from Facebook. Thank you very much for the quick response.



KEEP IT LOCAL- Los Alamos



Julie Kent Bremser ► KEEP IT LOCAL- Los Alamos

...

1 hr · 🌐

I called the county yesterday morning to request a handicapped parking spot in front of the Los Alamos Dog Obedience Club be plowed before a 7pm class since one class member is unable to walk and uses an electric scooter. Parks & Recreation has someone on the job before 10:30 am and the person did a great job clearing the spot and the ramp up to the sidewalk. Thank you Parks & Rec employee for a job well done!



Sat 1/26/2019 3:02 PM

Cullen Hallmark <rriorider@icloud.com>

XC ski course

To: 🌐 LAC Rec

I wanted to thank you for laying out the ski tracks and lanes at the golf course. The course was very well conceived. There are not many places where XC skiers in NM can find such good terrain and trails. I hope that you can continue to do this in the future.

Cullen Hallmark
505-946-8945



Mon 1/28/2019 8:33 PM

Magdalena Dale <magsydale@gmail.com>

Thank you for grooming the golf course!

To: 🌐 LAC Rec

Hi All,

Just wanted to thank you all for grooming the golf course for skate skiing!! It is so great to have close by nordic skiing. I ran into a few folks skiing this friday out there and everyone was really excited to have this happen in our town.

Thanks,
Magdalena Dale



Fri 1/25/2019 11:14 PM

Karen M. Brown <kmbrown@gmail.com>

Thank you!!

To: LAC Rec; Brogan, Brian

We have been very excited to use the newly groomed cross country ski trails that recently appeared at the golf course. A very big thank you to everyone at the County level who helped that to happen and to the groomer. We love having cross country trails in town and we love the Southwest Nordic Ski Club!

Sincerely,
Karen Brown and family

Thank you so much!

On Sat, Jan 5, 2019 at 9:51 PM Karla Sartor <ksartor@gmail.com> wrote:

Let's work with the Southwest Nordic Ski club to get some cross country ski trails groomed in town! Groomed ski trails at the golf course and reservoir road would be a fabulous resource for our community and the region. Please work with the club by offering staff to assist with this for the next snowfall!

Thanks,

Karla Sartor



-----Original Message-----

From: Rachel Pearson <rarichard@gmail.com>

Sent: Thursday, January 24, 2019 11:09 AM

To: Brogan, Brian <brian.brogan@lacnm.us>

Subject: golf course skiing

I wanted to thank the county for grooming a cross country ski trail at the golf course! Also I would like the encourage the county to consider renting cross country ski gear at the Aquatic center so all my friends who don't own skis can try it out.

thanks,
Rachel Pearson

From: Roybal, Ronald

Sent: Wednesday, January 09, 2019 9:42 AM

To: LACPW <lacpw@lacnm.us>

Subject: Eastern Area

Just a quick note to say "thank you" to all the hard-working crew that cleared the snow and ice in the Eastern Area yesterday. I was home yesterday and was able to observe the operation and was impressed at the way your team handled themselves. So often, only negative comments are vocalized, so I just wanted to say "thanks" to all involved in making Los Alamos County one of the best in the state; if not the Country!!

Cheers,

Ron Roybal

981 Nambe Loop

Thank You for Your Support!



January 9, 2019
Los Alamos County
Utility Department

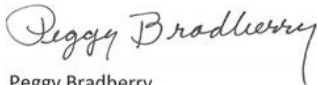
I would like to compliment the Los Alamos County on the quality of helpful personnel who are employed there. In the recent snowy past, I have personally received great assistance, gladly given on two occasions by three such people.

One helped me untangle my car from an unseen barrier I had unknowingly run over in Los Alamos.

This morning as I was shoveling out a pickup that had been imprisoned in a White Rock snow bank for several weeks, a County truck passed, slowed down, and finally backed up. Two young men, each wielding a shovel, exited and came to my assistance and finished the job. As a white-haired senior citizen, I was so very grateful. I didn't ask their names (I wouldn't have remembered them anyway), but the pickup was carrying a piece of equipment that evidently could "perform internal views."

I am so grateful to be living in a community where caring people work and are graciously helpful in assisting where they see need.

Sincerely

A handwritten signature in cursive script that reads "Peggy Bradberry". The ink is dark, and the signature is fluid and legible.

Peggy Bradberry
111 Sherwood Blvd

LOS ALAMOS

where discoveries are made

Please note: any information you give the County on this comment form becomes a "public record" and could be released under the Inspection of Public Records Act.

- 1) Today's Date: 12/22/18
- 2) Name of the Facility or Division:
County Bldg
- 3) Name of County Employee who helped you,
if applicable: custodial staff
- 4) Please rate your overall experience:



- 5) What would you like us to know?
On Wed. I was at the County Bldg. and saw the custodial staff squiggle-ing all the fall

You may continue your comments on the back of this form.

- 6) Would you like someone to contact you?

Yes please ☐ No need ☒

Name: Jody Benson

Phone: _____

Email: _____

General Comments:

windows, + scrubbing
not only the inside floor
but the outer walkway.
All the County facilities
that I patronize are
always clean, but I
never knew to what
extent the workers
worked. The best
thing to say about the
staff is that we never
notice how hard they
work because there's
never any dirt to
compare it to. Thank
them for us.

PLEASE LEAVE YOUR COMMENTS IN THE BOX

Or mail to 1000 Central Ave., STE 310, Los Alamos, NM 87544

VALARIE PRESTWOOD

I would like to publicly thank the county employee who plowed Camino Uva yesterday.

He/she very carefully kept each driveway clear as the street was plowed. That is the first time that has ever happened, and I am extremely grateful.

Dear Friends at LA County,

We just wanted to share a quick note with you to say THANK YOU!

We wanted to express our thanks to the VERY MANY county workers who invested so much time and effort to make our life in White Rock so awesome. We would especially like to express our thanks to the people who have plowed our streets and paths. Not only were streets passable in exceptionally short order after both major snowfalls over the holidays, but the paths around White Rock were quickly plowed so that we could enjoy walks with our visiting family members. Not only did they do an outstanding job, but they worked so very hard during the holidays! We thank each and every one of you!

We were thankful to have a crew of young people visiting us to help shovel the driveway and street to make it a little easier for our garbage and recycling collection. We were especially impressed that the collection truck drivers were exceptionally effective and careful to reach every garbage and recycling bin that we saw in our neighborhood.

We wish we could send a thanks to specific individuals, but we never met any of the workers and hope you will share our appreciation with your staff and employees.

THANKS & Happy New Year!!

Bob Kraus & Louise Hanna

122 La Vista - White Rock.

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 Maez did a really good job helping me with the roof permit



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Thank you!



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Linda and Joe were very helpful.

LOS ALAMOS
Community Development

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All Good!

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

Very Comfortable Environment - Very helpful staff - KENORA MAES