



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Agenda - Final County Council - Work Session

Tuesday, October 15, 2019

6:00 PM

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

1. OPENING/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. STATEMENT REGARDING CLOSED SESSION
October 15, 2019 Closed Session Motion
4. PUBLIC COMMENT
5. APPROVAL OF AGENDA
6. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS
 - A. [12351-19](#) Presentation on LANL Infrastructure Plans by Kelly Beierschmitt, Triad National Security's Deputy Director of Operations
Presenters: County Council - Work Session
 - B. [11671-19](#) Briefing to Council by Terry Priestley, Chair of the Personnel Board.
Presenters: Terry Priestley
Attachments: [A - FY20 PB Work Plan Approved 06-11-19](#)
7. BUSINESS
 - A. [12378-19](#) Action to Suspend Council Rules for Work Session
Presenters: County Council - Work Session
 - B. [12366-19](#) County Council Minutes for September 24, 2019 and October 1, 2019
Presenters: Naomi Maestas
Attachments: [A - County Council Minutes for September 24, 2019.pdf](#)
[B - County Council Minutes for October 1, 2019.pdf](#)
8. PUBLIC HEARING(S)

- A. [OR0856-19d](#) Incorporated County Of Los Alamos Ordinance No. 695; An Ordinance Adopting An Economic Development Project For Public Support Of TNJLA LLC., A New Mexico Corporation

Presenters: Joanie Ahlers, Economic Development Administrator

Attachments: [A - Incorporated County of Los Alamos Ordinance No. 695 TNJLA FINAL](#)
[B - Publication Notice for Ordinance No. 695 TNJLA](#)
[C - ROI for LEDA on 20th 15 yr TERM](#)
[D - Picture of other TNJLA Hotel Properties](#)
[E - Elevations TownePlace Suite Brochure](#)
[F -Proposed Site Map](#)

9. **PUBLIC COMMENT**

10. **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

October 15, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:

Index (Council Goals):

Presenters:

Title

October 15, 2019 Closed Session Motion

Recommended Action

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

"The matters discussed in the closed session held on October 15, 2019 that began at 5:30 p.m. were limited only to the topics specified in the notice of the closed session, and no action was taken on any matter in the closed session."

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



County of Los Alamos

Staff Report

October 15, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): * 2019 Council Goal - Other

Presenters: County Council - Work Session

Legislative File: 12351-19

Title

Presentation on LANL Infrastructure Plans by Kelly Beierschmitt, Triad National Security's Deputy Director of Operations

Body

This item was scheduled in order to allow Council to view a presentation on LANL's Infrastructure Plans and to allow an opportunity for questions. No Council action is anticipated.



County of Los Alamos

Staff Report

October 15, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals):

Presenters: Terry Priestley

Legislative File: 11671-19

Title

Briefing to Council by Terry Priestley, Chair of the Personnel Board.

Body

Council leadership has requested that each Board/Commission Chair make a presentation to the Council once a year focused on what has been completed and what they are currently working on, and what challenges or opportunities they see coming up in the future .

Attachments

A - FY20 Personnel Board Work Plan



LOS ALAMOS
where discoveries are made

FY20 Work Plan for Los Alamos County Boards and Commissions

(Fiscal Year 2020: July 1, 2019 – June 30, 2020)

Board and Commission Name: Personnel Board

Date prepared: 03/19/2019 **Date approved by Council:** June 11, 2019

Prepared by: Personnel Board

This work plan will be accomplished in the following time frame: July 1, 2019 – June 30, 2020

Chairperson: Terry Priestly

Members and terms:

Member	Start/End Dates	Term
Terry Priestly	4/1/2017 – 3/31/2020	1
Bernadine Goldman	4/1/2019 – 3/31/2022	2
Laurance Warner	4/1/2017 – 3/31/2020	1
Kenneth Cleveland	4/1/2018 – 3/31/2021	1
Vacant	4/1/2018 – 3/31-2021	

Department Director: Denise Cassel, Human Resources Manager

Work plan developed in collaboration with Department Director? (Y/N?) Y

Staff Liaison: Denise Cassel

Administrative Support provided by: Kathy Casados

Council Liaison: James Robinson **Reviewed by Council Liaison?** Yes

1.0 Provide a brief Summary of your Board or Commission’s activities over the past twelve months. Please describe your Board or Commission’s accomplishments and identify constraints. List any “lessons learned” and identify the greatest challenges faced by the Board or Commission.

- 1.1 For fiscal year 2019 thus far, the board has held five regular board meetings and one special meeting for Training on Employment Hearings.
- 1.2 While the County took multiple employment actions, there was only one appeal hearing requested during the period of July 1, 2018 to January 30, 2019. There was another requested appeal that the employee withdrew prior to the hearing.
- 1.3 The Personnel Board reviewed Personnel Rules and Regulations and discussed necessary changes. Specifically, Rules 705 and 708, which were all submitted to County Council for approval.
- 1.4 County staff gave presentations on the County’s PPA Overview and Munis Implementation Training, and an overview of the Anti-Harassment Presentation in conjunction with the Labor Management Relations Board.
- 1.5 The Personnel Board made its annual presentation to Council in October 2018 sharing one of its greatest challenges is finding new board members.

2.0 Describe the future work plans for this Board or Commission using the following items and showing the relationship to those items: *(Please remember that Council approval of this work plan does not constitute official Council approval of proposed projects, assignments, or anticipated recommendations included in this work plan that have budget implications.)*

2.1 List any special projects or assignments given to this Board or Commission by Council or the Department director:

- 2.1.1 Draw up the *Scope* and *Target Areas* for an Employee Survey to be conducted in FY2020.
- 2.1.2 Advisory capacity in the administration of the personnel program to include the review of the personnel rules and regulations and the compensation system.
- 2.1.3 Appellate capacity to review decisions of the County Manager/Utilities Manager when employee appeals such action.
- 2.1.4 Reporting annually to the County Council on the operation of the personnel system.
- 2.1.5 Review of the Total Compensation Market Studies and make recommendations to the compensation plan.

2.2 List the guiding documents/plans (with approval or revision dates listed) used by this Board or Commission.

- Los Alamos County Personnel Rules: 11/27/2018
- FY19 Compensation Plan/Salary Plan: 05/22/2018
- EEOC requirements: not applicable
- Reference Los Alamos County Administrative Policies, as needed during appeals: dates vary depending on the policy
- Reference LAC Departmental Policies, as needed during appeals: dates vary by department and policy

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

Not applicable.

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

- 3.1.1 Review and Revision of Compensation Plan. This requires input from the Senior Management Team, the Attorney's Office, as well as the Human Resources Division.
- 3.1.2 Review and Revision of Personnel Rules – as needed. This requires input from the Senior Management Team, the Attorney's Office, the four collective bargaining groups, County employees, as well as the Human Resources Division.
- 3.1.3 Employee Appeal Hearings – as requested. This requires coordination with the departments taking an action, the Attorney's Office and Human Resources. In addition, there is coordination with the Personnel Board's attorney and the employee's attorney/representative.
- 3.1.4 Annual Overview of the Personnel System (Work Plan Report/Presentation to Council). This requires review of various personnel programs to provide feedback to Council.
- 3.1.5 A Market Study as required by Personnel Rules will need to be conducted during this year. An overview by the Personnel Board will need to be conducted as well. This requires input from the Senior Management Team as well as the Human Resources Division.

4.0 List any special public information or involvement meetings or efforts to be conducted by this Board or Commission:
--

At the beginning of each meeting the public and/or employees are provided an opportunity to offer comment.

5.0 List the current subcommittees for this Board or Commission.

Not applicable

5.1 For subcommittees with members that are not members of the parent board or commission: List the subcommittee members and their terms. Explain how sub- committee members are selected or appointed. Provide a description of each subcommittee's charter or purpose. Describe the expected duration for the subcommittee and their work plan(s) demonstrating how they support the Board or Commission:
--

<u>Attachment A:</u> Provide a copy of your Board or Commission’s “Purpose” and “Duties and Responsibilities” from Chapter 8 of the County Code:

Sec. 8-181. - Purpose.

A personnel board is established as required in the County Charter, section 306.2, to serve in an appellate and advisory capacity in the administration of the personnel program. The board shall report annually to the county council on the operation of the personnel system.

(Ord. No. 02-078, § 2, 10-3-2006)

Sec. 8-183. - Duties and responsibilities.

The personnel board shall serve in an advisory capacity and as such shall have the following functions, responsibilities and duties:

- (1) Advise council and the county manager on personnel issues not covered under a collective bargaining agreement, review and comment to council or staff, when requested, on the following:
 - a. County-wide employee survey;
 - b. Personnel rules;
 - c. Salary plan; and
 - d. Various personnel programs (i.e. benefits, employee recognition and appreciation, employee communications).

- (2) Provide citizen input to staff and council on ways and means for improving the county's personnel program. For this purpose, the board shall gather public input in ways appropriate to the circumstances, which may include public hearings dedicated to specific topics.

- (3) The personnel board shall serve in an appellate capacity and as such have the following functions, responsibilities and duties:

Review decisions of the county manager regarding the following actions when taken against regular employees as a disciplinary action and for cause:

 - a. Suspensions;
 - b. Reductions in pay;
 - c. Demotions;
 - d. Dismissal;
 - e. Such other matters as are deemed to affect a property right of an employee under New Mexico law.

(Ord. No. 02-078, § 2, 10-3-2006; Ord. No. 02-256, § 18, 7-7-2015)

Attachment B: Using the chart below, place an X in the column on the right if the Council Goal is related to the work of the Personnel Board.

* The Personnel board resolves personnel issues through Ongoing Improvement in Communication and Transparency

Communication and Transparency	
Ongoing Improvement in Communication and Transparency in County Policy Setting *	
Increasing the Amount and Types of Housing Options	
This includes a variety of housing options for all segments of the community, from affordable, entry level, and live-work housing to new options for those interested in downsizing or moving closer to central areas of the community.	
Enhancing Support and Opportunities for the Local Business Environment	
This includes appropriate support for existing businesses, growing new businesses, and supporting technology start-ups and spin-offs.	
Addressing Long-Term Building Vacancies in Key Areas of Our Community	
Land availability in Los Alamos County, and in particular the downtown areas, is limited and there is a desire to work towards better utilization, opportunities for new businesses, and improved aesthetics.	
Protecting and Maintaining Our Open Spaces, Recreational, and Cultural Amenities	
Los Alamos County open spaces and cultural attractions are greatly valued by the community provide opportunities for recreational and economic growth; appropriately allocating resources to ensure their health and sustainability is important to our citizens.	
Supporting Social Services Improvement	
Behavioral, mental and physical health and social services are important quality of life components; there are key areas where appropriate types and levels of county support could help address current needs.	
Investing in Infrastructure	
Appropriately balancing maintenance of existing infrastructure with new investment in county utilities, roads, facilities and amenities will help improve environmental stewardship, sustainability, and quality of life.	
Planning for Appropriate Levels of County Services	
Making sure we understand the level of services our citizens want will allow us to make appropriate investments in processes and staff to achieve them.	



County of Los Alamos

Staff Report

October 15, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals):

Presenters: County Council - Work Session

Legislative File: 12378-19

Title

Action to Suspend Council Rules for Work Session

Recommended Action

I move that Council suspend their procedural rules for this work session, October 15, 2019, so that formal action may be taken.

Body

The 2019 Los Alamos County Council Procedural Rules identifies a Work Session as follows:

"Work Sessions. The Council may schedule work sessions on a regular basis under the requirements of the annual Open Meetings Resolution. Council meetings designated as work sessions shall be held for the primary purpose of discussing issues at length with staff in an informal setting without taking formal action except for required procedural actions such as approving minutes from a prior council meeting, or adopting a statement for inclusion in the minutes regarding a closed session. Public comment will generally be taken only at the beginning and ending."

This action would suspend that rule for this meeting to enable Council to take formal action on agenda items scheduled for this work session.



County of Los Alamos

Staff Report

October 15, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals): * 2019 Council Goal - Other

Presenters: Naomi Maestas

Legislative File: 12366-19

Title

County Council Minutes for September 24, 2019 and October 1, 2019

Recommended Action

I move that Council approve the County Council Minutes for September 24, 2019 and October 1, 2019.

Clerk's Recommendation

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

Attachments

A - County Council Minutes for September 24, 2019

B - County Council Minutes for October 1, 2019

Minutes

County Council – Regular Session

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

Tuesday, September 24, 2019

6:00 PM

Council Chambers - 1000 Central Avenue

TELEVISED

1. OPENING/ROLL CALL

The Council Chair, Sara Scott, called the meeting to order at 6:04 p.m.

The following Councilors were in attendance:

Present: 6 - Councilor Scott, Councilor Sheehey, Councilor Izraelevitz, Councilor Maggiore,
Councilor Robinson, and Councilor Ryti

Remote: 1 - Councilor Martin

2. PLEDGE OF ALLEGIANCE

Led by all.

3. STATEMENT REGARDING CLOSED SESSION

A motion was made by Councilor Maggiore, seconded by Councilor Sheehey, that Council approve the following statement for inclusion in the minutes: "The matters discussed in the closed sessions held on September 23, 2019 that began at 12:00 p.m. and on September 24, 2019 that began at 5:00 p.m. were limited only to the topics specified in the notice of the closed sessions, and no action was taken on any matter in the closed sessions."

The motion passed by acclamation with the following vote:

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

4. PUBLIC COMMENT

None.

5. APPROVAL OF AGENDA

A motion was made by Councilor Izraelevitz, seconded by Councilor Maggiore, 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 Martin, Councilor Robinson, and Councilor Ryti

6. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

A. Recognition of Government Finance Officers Association Award for FY2019 Budget

Ms. Helen Perraglio, Chief Financial Officer, spoke.

Councilor Izraelevitz presented the award.

B. Proclamation declaring the Month of October as "The People's Eco Challenge Month" in Los Alamos County

Councilor Robinson read and presented the proclamation to Mr. Joshua Levings, Senior Office Specialist.

C. Proclamation declaring the Week of October 6-12, 2019 as "Fire Prevention Week" in Los Alamos County

Councilor Maggiore read and presented the proclamation to Mr. Joseph Baca, LAFD Safety Division Chief.

Mr. Baca spoke.

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

Councilor Ryti read and presented the proclamation to Police Chief Dino Sgambellone.

Chief Sgambellone spoke.

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

Councilor Sheehey read and presented the proclamation to Police Chief Dino Sgambellone.

Chief Sgambellone spoke.

F. Briefing to Council by Aaron Walker, Chair of the Community Development Advisory Board

Mr. Walker, Chair of the Community Development Advisory Board, spoke.

No action taken.

RECESS

Councilor Scott called for a recess at 7:57 p.m. The meeting reconvened at 8:04 p.m.

7. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA

None.

8. CONSENT AGENDA

Consent Motion:

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

- A. Incorporated County of Los Alamos Resolution No. 19-24: A Resolution Authorizing the County Council Chair or Los Alamos County Utilities Manager to Approve Submission of Completed Applications and Necessary Documents for 2020 Applications to the Water Trust Board for Funding Non-Potable Water System Projects

I move that Council adopt Resolution 19-24; A Resolution Authorizing the County Council Chair or Los Alamos County Utilities Manager to Approve Submission of Completed Applications and Necessary Documents for 2020 Applications to the Water Trust Board for Funding Non-Potable Water System Projects.

- B. State Approval of County Budget

Local budgets approved by the Local Government Division of the New Mexico Department of Finance and Administration (DFA) are required by State Statute to be made a part of the minutes of that local body. Therefore, the letter with the approved budget from DFA is being provided here so that it may be incorporated into the minutes. No further Council action is required.

- C. Consideration of Budget Revision 2020-12 and 2020-08 (Budget Carryovers)

I move that Council approve Budget Revision 2020-12 as summarized on attachment A and that the attachment be made a part of the minutes of this meeting. I further move that Council approve Budget Revision 2020-08 as summarized on attachment.

- D. County Council Minutes for September 10, 2019

I move that Council approve the County Council Minutes for September 10, 2019.

- E. Approval to Board/Commission Appointment(s) - Labor Management Relations Board

I move that Council approve the appointment of the following individuals to the Labor Management Relations Board with terms ending August 31, 2020; Nathan "Trey" Frazier as the Labor Representative, Felicia Orth as the Management Representative, and Epifano "Eppie" Trujillo as the representative jointly selected by the Management and Labor nominees.

F. Approval of Revisions to Personnel Rules and Regulations 309, 602, 712, 720, 720.1, and 722.3

I move that Council approve the revisions to Personnel Rules and Regulations 309, 602, 712, 720, 720.1, and 722.3 as set out herein.

Approval of the Consent Agenda:

The motion passed with the following vote:

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

9. BUSINESS

A. Adoption of Property Tax Rates for Calendar Year 2019 as Certified by the State Department of Finance and Administration

Ms. Karen Kendall, Budget and Performance Manager, spoke.

A motion was made by Councilor Maggiore, seconded by Councilor Robinson, that Council adopt the official 2019 Certificate of Property Tax Rates prepared by the State Department of Finance and Administration, Local Government Division shown in Attachment A and forward notification of this adoption to the County Assessor.

The motion passed with the following vote:

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

B. Approval of AGR20-917 Water Sales Agreement for Water Services to Los Alamos National Laboratory - 89233119CNA000103

Mr. Philo Shelton, Utilities Manager, spoke.

A motion was made by Councilor Izraelevitz, seconded by Councilor Maggiore, that Council approve AGR20-917 Water Sales Agreement for Water Services to Los Alamos National Laboratory - 89233119CNA000103 and authorize the Utilities Manager to execute all documents necessary to finalize the agreement.

The motion passed with the following vote:

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

10. COUNCIL BUSINESS

A. Appointments

None.

B. Board, Commission and Committee Liaison Reports

Councilor Sheehey reported on the North Central New Mexico Economic Development District (NCNMEDD).

Councilor Ryti reported on the Planning & Zoning Commission and the Parks and Recreation Board.
(Handout provided for the record)

Councilor Izraelevitz reported on the Regional Coalition of LANL Communities (RCLC).

C. County Manager's Report

1) County Manager's Report for September 2019

County Manager Harry Burgess reported on the annual maintenance activities at the Larry R. Walkup Aquatic Center and at Ashley Pond; reuse of materials from the Diamond Drive Construction Project; the Health Commons opening; upcoming review of Recreation Projects; activities of the Zero Waste Team; activities of current fire cadet recruitment class; the NM Department of Transportation Trinity Drive Project; the process to fill the recently vacated New Mexico Senate District 6 seat; and the recruitment efforts for the Census Count Committee.

D. Council Chair Report

Chair Scott reported on the recent ribbon cutting ceremonies for the Health Commons and Rigoberto's in White Rock; on a focus group discussion regarding early childhood issues in Los Alamos; her attendance at the recent North Central New Mexico Economic Development District (NCNMEDD) Board meeting; and on a meeting with Los Alamos Medical Center leadership regarding egress, traffic and safety issues, and overall support from the County; and her upcoming tour of the El Vado Hydroelectric Facility.

E. General Council Business

None.

F. Approval of Councilor Expenses

A motion was made by Councilor Izraelevitz, seconded by Councilor Sheehey, to approve travel expenses for Councilor Ryti to attend the Energy Communities Alliance (ECA) Conference in Nashville, Tennessee, November 19-21, 2019.

The motion passed by acclamation with the following vote:

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

G. Preview of Upcoming Agenda Items

Councilor Ryti requested an item related to the sustainability of trees in the community be placed on an upcoming agenda.

Councilor Maggiore requested an item related to the health of trees in the county and possible tree replacement plan be placed on an upcoming agenda.

Councilor Robinson requested an item related to fruit trees and their attractiveness to wildlife animals, such as bears, and possible consideration of a tree master plan be placed on an upcoming agenda.

11. COUNCILOR COMMENTS

None.

12. PUBLIC COMMENT

None.

13. ADJOURNMENT

The meeting adjourned at 8:42 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Sara C. Scott, Council Chair

Attest:

Naomi D. Maestas, County Clerk

Meeting Transcribed by: Adrianna Ortiz, Chief Deputy Clerk

MICHELLE LUJAN GRISHAM
GOVERNOR



OLIVIA PADILLA-JACKSON
CABINET SECRETARY

DONNIE J. QUINTANA
DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

August 26, 2019

The Honorable Sara Scott
Los Alamos County
1000 Central Ave. Suite 300
Los Alamos, NM, 87544

Dear Commissioner Scott:

The final budget for your local government entity for Fiscal Year 2019-2020, as approved by your governing body, has been examined and reviewed. The Department of Finance and Administration, Local Government Division (LGD) finds it has been developed in accordance with applicable statutes and budgeting guidelines, and sufficient resources appear to be available to cover budgeted expenditures. In addition, the *Budget Certification of Local Public Bodies* rule, 2.2.3 NMAC, requires that your entity's audit or "Agreed Upon Procedures" (per the *Tier System Reporting* rule, 2.2.2.16 NMAC) for Fiscal Year 2018 should have been submitted to the Office of the State Auditor as of this time. The LGD's information indicates that you are in compliance with this requirement. Therefore, in accordance with Section 6-6-2E NMSA 1978, the LGD certifies your entity's final Fiscal Year 2019-2020 budget.

Please take note that state statute requires all revenue sources be expended only for public purposes, and if applicable, in accordance with the Procurement Code, Chapter 13, Article 1, NMSA 1978. Use of public revenue is governed by Article 9, Section 14 of the Constitution of the State of New Mexico, commonly referred to as the anti-donation clause.

Budgets approved by the LGD are required to be made a part of the minutes of your governing body according to Section 6-6-5 NMSA 1978. In addition, Section 6-6-6 NMSA 1978 provides that the approved budget is binding on local officials and governing authorities; and any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for the excess amounts.

Finally, as required by Section 6-6-2H NMSA 1978, LGD is required to approve all budget increases and transfers between funds not included in the final approved budget via submission on the Local Government Budget Management System (LGBMS).

If you have questions regarding this matter, please call Erica Cummings of my staff at 505-827-4127.

Sincerely,

A handwritten signature in black ink, appearing to read "Donnie J. Quintana", followed by a horizontal line.

Donnie J. Quintana, Director
Local Government Division

xc: file

Los Alamos County Council
Regular Meeting
September 24, 2019
Item 8.B.

State of New Mexico
Local Government Budget Management System (LGBMS)

Budget Recap - Fiscal Year 2019-2020
Los Alamos County (Incorporated) - Final - Approved

Printed from LGBMS on 2019-09-16 10:54:56

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	21,033,155.00	973,975.00	71,646,216.00	-8,446,702.00	61,128,361.00	24,078,283.00	5,094,030.08	18,984,252.92
20300 County Property Valuation	640,302.00	0.00	175,000.00	0.00	235,860.00	579,442.00	0.00	579,442.00
20400 County Road	70,361.00	0.00	580,000.00	0.00	580,000.00	70,361.00	0.00	70,361.00
20600 Emergency Medical Services	795.00	0.00	10,500.00	0.00	10,500.00	795.00	0.00	795.00
20900 Fire Protection	110,445.00	0.00	480,000.00	0.00	480,000.00	110,445.00	0.00	110,445.00
21100 Law Enforcement Protection	11,799.00	0.00	40,400.00	0.00	52,199.00	0.00	0.00	0.00
21400 Lodgers' Tax	547,028.00	0.00	354,500.00	0.00	372,031.00	529,497.00	0.00	529,497.00
22000 Indigent Fund	363,642.00	0.00	2,156,000.00	317,000.00	2,703,334.00	133,308.00	0.00	133,308.00
22300 DWI Fund	49,928.00	0.00	99,500.00	9,950.00	111,259.00	48,119.00	0.00	48,119.00
22500 Clerks Recording & Filing Fund	95,013.00	0.00	32,000.00	0.00	26,700.00	100,313.00	0.00	100,313.00
29900 Other Special Revenue	8,532,699.00	12,300.00	112,300.00	-161,500.00	2,832,061.00	5,663,738.00	0.00	5,663,738.00
39900 Other Capital Projects	25,231,208.00	27,000,999.00	5,597,000.00	5,302,000.00	9,312,000.00	53,819,207.00	0.00	53,819,207.00
40200 GRT Revenue Bond Debt Service	276,820.00	34,949.00	11,000.00	4,550,759.00	4,550,759.00	322,769.00	0.00	322,769.00
50200 Solid Waste Enterprise	1,135,040.00	726,940.00	4,552,502.00	0.00	4,495,493.00	1,918,989.00	0.00	1,918,989.00
50400 Airport Enterprise	629,065.00	0.00	1,230,750.00	412,861.00	1,606,196.00	666,480.00	0.00	666,480.00
51600 Fire Enterprise	3,910,274.00	0.00	28,505,766.00	-2,082,000.00	27,167,663.00	3,166,377.00	0.00	3,166,377.00
52100 Joint Utility	11,910,232.00	20,083,848.00	67,152,339.00	-702,368.00	63,535,904.00	34,908,147.00	0.00	34,908,147.00
53200 Transit Enterprise	1,725,889.00	0.00	3,755,265.00	800,000.00	5,073,561.00	1,207,593.00	0.00	1,207,593.00

69900 Other Internal Service	16,264,610.00	8,784.00	16,486,599.00	0.00	15,324,564.00	17,435,429.00	0.00	17,435,429.00
79900 Other Trust & Agency	650,572.00	16,714.00	0.00	0.00	0.00	667,286.00	0.00	667,286.00
Totals	93,188,877.00	48,858,509.00	202,977,637.00	0.00	199,598,445.00	145,426,578.00	5,094,030.08	140,332,547.92

Budget Revision 2020-12

Council Meeting Date: Sep 24, 2019

	Fund Name	Org Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	General Fund - PW Engineering & Proj Mgmt ArcGIS Pro Training	01170210 83xx	\$ -	\$ 10,160	\$ -	\$ (10,160)
2	General Fund - PW Custodial Replace/Repair Floor Coverings at Mesa Library	01172210 8359	\$ -	\$ 45,000	\$ -	\$ (45,000)
3	General Fund - CDD Housing Study	01145050 83xx	\$ -	\$ 100,000	\$ -	\$ (100,000)
4	General Fund - Library GO Bonds	01151520 8519	\$ -	\$ 13,472	\$ -	\$ (13,472)
5	General Fund - Library Collections Carryover	01151030 8519	\$ -	\$ 12,195	\$ -	\$ (12,195)
6	General Fund - Library Friends of the Library from FY19 donations	01151510 8519	\$ -	\$ 50,000	\$ -	\$ (50,000)
7	Property Tax Valuation Fund Eagleweb Software	18212220 8369	\$ -	\$ 16,460	\$ -	\$ (16,460)
8	Fleet Fund - Vehicles planned but not purchased in FY2019 for Environmental Services	72374200 8839	\$ -	\$ 340,000	\$ -	\$ (340,000)
9	Environmental Services Household Hazardous Waste Collection Site Improvements	61173010 8359	\$ -	\$ 30,000	\$ -	\$ (30,000)
10	Environmental Services Ventilation System	61173010 8333	\$ -	\$ 80,000	\$ -	\$ (80,000)
11	Environmental Services Equipment for Roll-off Truck to service compactor	61173010 8359	\$ -	\$ 6,200	\$ -	\$ (6,200)
12	Environmental Services Mixed Recycling Services (contract approved by Council on 9/10/19)	61173010 8369	\$ -	\$ 34,090	\$ -	\$ (34,090)
13	Economic Development Fund Ski Hill Water Project	17130690 9631	\$ -	\$ -	\$ (2,000,000)	\$ (2,000,000)
14	Water Production Fund Ski Hill Water Project	54285699 7617	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -
15	General Fund - ASD & HR Labor for Limited Term, Temp and Overtime for ERP Upgrade	011xxxxx 8142 8219	\$ -	\$ 105,000	\$ -	\$ (105,000)

Budget Revision 2020-12

Council Meeting Date: Sep 24, 2019

Description: The purpose of this budget revision is to carryover budgeted amounts from FY2019 that were not encumbered or spent as of June 30, 2019, but will be spent during FY2020.

Fiscal Impact: The impact on the General Fund is to increase expenditures and decrease fund balance by \$335,827.
The impact on the Fleet Fund is to increase expenditures and decrease fund balance by \$340,000.
The impact on the Property Tax Valuation Fund is to increase expenditures and decrease fund balance by \$16,460. The impact on the Environmental is to increase expenditures and decrease fund balance by \$150,290.
The impact on the Economic Development Fund is to increase transfers out and decrease fund balance by \$2 million.
The impact on the Water Production Fund is to increase both transfers in and expenditures by \$2 million.

Budget Revision 2020-08

BPU Meeting Date: Aug 21, 2019

Council Meeting Date: Sep 24, 2019

	Fund Name	Description	Org	Object	Expenditures (decrease)	Fund Balance (decrease)
1	Utilities - Water Distribution	New valve installs at DOE Contract Delivery locations	54185420	8369	\$ 25,000	\$ (25,000)
2	Utilities - Water Production	Storage Tank Tools, Supplies and Equipment for Upgrades	54285610	8579	\$ 20,000	\$ (20,000)
3	Utilities - Water Production	Storage tank regulatory compliance upgrades	54285635	8839	\$ 7,000	\$ (7,000)
4	Utilities - Water Production	HSQ Programing of Otowi and Guaje Sub-Systems	54285640	8559	\$ 90,930	\$ (90,930)
5	Utilities - Water Production	NP Meter Upgrades, programing, and reporting	54285645	8369	\$ 75,000	\$ (75,000)
6	Utilities - Water Production	Storage tank equipment upgrades	54285645	8369	\$ 40,000	\$ (40,000)
7	Utilities - Water Production	HSQ Programing of Otowi and Guaje Sub-Systems	54285645	8369	\$ 16,921	\$ (16,921)
8	Utilities - Wastewater	GIS Upgrades	55185510	8369	\$ 27,330	\$ (27,330)
9	Utilities - Wastewater	Computer System upgrades, Blower Install, Compost Pad expansion, Dechlor Upgrades	55185525	8369	\$ 320,000	\$ (320,000)
10	Utilities - Electric Distribution	AMI (AGR19-912) and Contingency, Tax, and Remaining Contact AMT	51285299	8839	\$ 409,816	\$ (409,816)
11	Utilities - Gas	AMI (AGR19-912) and Contingency, Tax, and Remaining Contact AMT	53185399	8839	\$ 350,679	\$ (350,679)
12	Utilities - Water Distribution	AMI (AGR19-912) and Contingency, Tax, and Remaining Contact AMT	54185499	8839	\$ 282,553	\$ (282,553)
13	Utilities - Water Production	Otowi Well #2 - Well House and Equipment Design and Construction	54285699	8369	\$ 1,680,561	\$ (1,680,561)
14	Utilities - Water Production	LA Reservoir Road Stabilization Project	54285699	8369	\$ 1,630,000	\$ (1,630,000)
15	Utilities - Water Production	Pajarito Well #5 MCC Replacement (AGR19-12) and Contingency	54285699	8369	\$ 53,657	\$ (53,657)
16	Utilities - Water Production	Pajarito Well #4 Motor Replacement (AGR19-39 Wagner) and Contingency	54285699	8369	\$ 53,657	\$ (53,657)
17	Utilities - Electric Distribution	Crown and LASS SUBSTATION delayed due to LANL	51285299	8369	\$ 178,641	\$ (178,641)

Budget Revision 2020-08

BPU Meeting Date: Aug 21, 2019

Council Meeting Date: Sep 24, 2019

18	Utilities - Electric Distribution	Unspent URD capital project funds carryover request for NM 502 Project	51285299	8369	\$ 500,000	\$ (500,000)
----	-----------------------------------	--	----------	------	------------	--------------

Description: The purpose of this budget revision is to carryover budget authority to FY2020 for various Utilities projects and for operational expenditures. These projects were not completed in FY2019 and are planned for FY2020. There isn't a valid encumbrance at June 30, 2019 and the projects were not rebudgeted in FY2020. A brief descriptions for each carryover request is shown above in the third column. For the AMI Project, Council approved a total project of \$6,531,430 which included contingency but excluded GRT. However, the budget revision approved at the same meeting did not include either the contingency or GRT which is included in this request.

Fiscal Impact: The impact on the Joint Utilities Fund is to increase expenditures and decrease fund balance by \$5,761,745.

Golfers Concerns Regarding Maintenance at the Golf Course

Purpose:

We would like to bring to your attention the deteriorating conditions at the Los Alamos Golf Course. This is in response to the, "GOLFER'S QUESTIONNAIRE CONCERNING NEW ROUGH CUT LINES" that was handed out to golfers on the weekend of August 10. We would like to ensure that the Parks and Recreation department and county counsel understand the severity of the maintenance problem at the golf course. Many of us have been playing at this course for over 20 years, some over 30 years, and have never seen this level of poor conditions. Golf course staff have informed us that they have made repeated requests for staffing augmentation to help address the issues with no response.

Below are specific details as well as observations and recommendations for your consideration in resolving this issue.

Course Conditions

Grass

The grass throughout the golf course is too long and in many instances not being mowed at all. This results in a shaggy overgrown course that does not lend itself to golf play. The fairway, rough and greens are not mowed low enough or frequently enough to make play enjoyable or provide even a second-class experience. It is especially annoying since this is the first year in a long time that we enjoyed a wet winter and fairly good precipitation as well a new water supply system (the storage tank and delivery system for the affluent water).

Roughs

Many locations on the golf course are no longer mowed or mowed so infrequently they are 6 to 10 inches high in the grass rough and up to 2 feet high in the natural areas. These areas include what used to be considered natural rough areas and first cut rough which is grass that is usually kept at 2.5 times the height of the fairway. These overgrown conditions result in an above average golfer (0 -5 handicap) losing 1 or more balls on average per round and an average golfer (5-15 handicap) losing 2 or more balls per round. The loss of a ball typically raises the golfer's score by 2 strokes, reducing the enjoyment and interest of the golfer. It also increases the time it takes to play a round and reduces the enjoyment of the experience.

The grass and weeds in the natural areas is so long (12 to 24 inches high) and thick that it is essentially impossible to find the ball once it enters these areas. This is too big of a penalty for a shot that may only miss the fairway by 10 yards. In the previous 20 to 30 years these areas have been maintained at a height that punishes the offline shot by providing a poor lie but not a lost ball. These overgrown areas can be found within 10 yards of the fairway on holes 3, 4, 5, 11,12,13,15,16, and 18.

Grass found in the grass rough, next to the fairway is kept well above 6 inches (much longer than the USGA recommended 1.5 to 2 inches). Many locations of the grass

rough have not been mowed for weeks and are so long that balls are often lost in them because it takes too long to locate them and play is held up on the course.

Recently a survey was provided, "GOLFER'S QUESTIONNAIRE CONCERNING NEW ROUGH CUT LINES" (referenced in the purpose statement above) to get golfers input if it is worth mowing many of these areas that are so long. Again these areas look bad, cause play to be slowed down, often result in a lost ball and reduce the enjoyment of the experience. The golf course has a long established course maintenance document that is not being followed. This document establishes the height of the greens, fairways and roughs.

Fairways

Grass in the fairways are currently and have been throughout the summer at 1 to 1.5 inches long and well above the USGA recommended 0.35 – 0.5 inches. The goal should be to provide golfers with a clean lie in the fairway so the ball sits up with little grass between the ball and the club at impact allowing the club to impact the ball before the turf and allowing the golfer to impart more spin and control. However the grass in the fairways is so long it sits down in the grass almost like being on the rough resulting in poor shots and diminishing the enjoyment of the game. Also noticeable when walking the fairways is how uneven the cut is and areas where it appears the mower is not cutting. The grass is cut so infrequently that it is not possible to make clean cut in one pass. <https://www.usga.org/course-care/forethegolfer/2019/finding-the-right-fairway-height.html>

Putting Greens

Grass on the greens is so long that some players have seen the line of the putt after the ball is rolled which results from the ball making a rut in the grass as it proceeds to the hole. Golfers throughout the round are in disbelief at how slow the greens are and how hard one has to hit the putt. Golfers visiting from out of town have never encountered such slow greens. The USGA recommends keeping the greens at a speed of 8ft to 10ft on the Stimpmeter. It is unlikely our greens are above 5 ft. Some days the greens speed is faster but golfers should expect consistency in the speed of the greens. This more than anything makes the round painfully discouraging because the resulting number of extra strokes is disheartening.

Tee Boxes

Grass on the tee boxes is for the most part acceptable, too long but livable, since one can tee the ball up. Par three tee boxes can be a problem since the ball is kept low and can be impacted by the long grass. Recently damage from Ravens has caused serious damage to many of the tee boxes and fairways and there does not appear to be any action to mitigate this problem like controlling the grubs or borers the Ravens are after.

Pin Locations

The location of the pin on the greens is not moved for periods of a week or more. Typically this is done daily or every other day for purposes of making the course more interesting for regular players and to reduce the wear on the green in and around the hole.

Sand Traps

Sand traps are periodically groomed although the frequency should be daily. The quality of the greens in general are very poor and the county should consider how to improve the sand traps for the long term.

General Condition of Facilities

The areas around the putting green, cart storage, first tee box are suffering from inattention. Flowers are not maintained, weeds are prevalent and if not for the wet summer weather the grass would be brown and dry. This gives the initial impression that there is no care given to maintenance of the facility in general.

Observations

1. Resources

Recently it was communicated in the, "GOLFER'S QUESTIONNAIRE CONCERNING NEW ROUGH CUT LINES" that the golf course does not have the resources to mow the golf course properly. Further it was suggested that more people are needed to mow the grass and take care of the course properly and it will take too long to get such resources - so get use to the poor conditions.

SUGGESTION: Since the Golf Course is under the Parks and Recreation Director, can labor resources from the parks maintenance be utilized as necessary to support the needs of the golf course to get conditions under control and help with mowing requirements as needed through out the year. This way a base labor force can be in place at the course and as conditions change requiring additional resources they can be augmented by Parks laborers.

SUGGESTION: The County has equipment that is used to mow the areas along major roads such as San Ildefonso to cut down weeds and growth that get very thick and high. This equipment would seem to be perfect for cutting the overgrown weed areas that are near the fairways. It would probably take one or two days to cut these areas with those machines and would not need cutting again for more than a month – if that. This is a county resource that could be made available for the golf course to periodically cut these areas. This seems to be a way to most efficiently use equipment and labor to meet the needs of the County. The county also has staff that cut the ball fields, parks and other open spaces around the county. This staff should be available to the golf course in times of need.

SUGGESTION: We are at the course throughout the day all week and notice that mowing tends to stop at noon and rarely is any mowing done after noon. Are we using all of our current labor resources most effectively (are they not working) and can they work overtime when the course needs the attention?

SUGGESTION: We are at the course throughout the day all week and notice that mowing tends to stop at noon and rarely is any mowing done after noon. Are we using all of our current labor resources most effectively (are they not working) and can they work overtime when the course needs the attention?

SUGGESTION: Identify a path which will allow for volunteer help. Many of us would gladly volunteer to help out at the course with improvement projects or to help mow. This is a pretty large resource.

Conclusion:

We would like to see the County and Parks and Recreation Department put a plan in place that would provide the necessary labor and equipment in maintaining the course.

We the undersigned agree and support the comments, observations and suggestions provided above:

1. <u>Steven S. Williams</u>	15 <u>Barbara Schmitt</u>
2. <u>Robert Morris</u>	16 <u>Vicki Brown</u>
3. <u>John Stem</u>	17 <u>Alma Sondreal</u>
4. <u>Paul M. As</u>	18 <u>Ellen Hatten</u>
5. <u>Pat Moran</u>	19 <u>Deborah Puck</u>
6. <u>Ellen</u>	20 <u>Donna Jones</u>
7. <u>Donna</u>	21 <u>[Signature]</u>
8. <u>Ray Miller</u>	22
9. <u>Mar Smoore</u>	23
10. <u>John H. [Signature]</u>	24
11. <u>John Boone</u>	25
12. <u>RJQ</u>	26
13. <u>Dan Butler</u>	27
14. <u>Cindy Boone</u>	28.

3. ~~Paul Bell~~
4. ~~Sam Thompson~~
5. Steven S. Williams
6. Paul Z. Col
7. Er. Briggs
8. ~~Byron Young~~
9. ~~John~~
10. Jeffrey Denning
11. Ray Miller
12. ~~Clark~~
13. ~~Adams~~
14. ~~Mark Little~~
15. ~~Paul Kelly~~
16. ~~Ron Thomas~~
17. Mark Smolal
18. Eerie Sny
19. Barbara Schmidt
20. Morrie Ponatz
21. Anna M. Swerteger
22. Thomas Swerteger
23. ~~John Doe~~
24. ~~John Doe~~
25. ~~John Doe~~
26. Don Branch
27. David Hand

28. ~~Pat~~ ~~off~~
29. ~~William~~
30. Margot Liberty
31. Greg Greenberg
32. David Kase
33. Rick Barnes
34. ~~Ken~~
35. ~~Ben~~
36. ~~David~~
37. David Stoltz
38. ~~Ken~~
39. ~~David~~
40. Myra Bul
41. W. G. G. G. G.
- 42.
- 43.
- 44.
- 45.
- 46.
- 47.
- 48.
- 49.
- 50.
- 51.
- 52.



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Minutes

County Council – Regular Session

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

Tuesday, October 1, 2019

6:00 PM

Council Chambers – 1000 Central Avenue
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 Martin, Councilor Robinson, and Councilor Ryti

2. PLEDGE OF ALLEGIANCE

Led by: All.

3. PUBLIC COMMENT

Ms. Leslie Linke, 35 San Juan, Chair of the Historic Preservation Advisory Board, spoke regarding the Boy Scout Lodge Building.

4. APPROVAL OF AGENDA

A motion was made by Councilor Ryti, seconded by Councilor Maggiore, 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 Martin, Councilor Robinson, and Councilor Ryti

5. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

- A.** Recognition of Self Help, Inc. as they celebrate 50 Years of Service in our community, and proclaim Saturday, October 5, 2019 as "Self Help Inc. Day"

Councilor Ryti presented the recognition to Ms. Maura Taylor, Self Help Inc., Executive Director, Ms. Rosemary Ulney, and Mr. Jim Little, Board Members.

Ms. Ulney spoke.

Ms. Taylor spoke.

- B.** Proclamation declaring the Month of October as "Archives Month" in Los Alamos County

Councilor Robinson read and presented the proclamation to Ms. Liz Martineau, Executive Director, Los Alamos Historical Society.

Ms. Martineau spoke.

Mr. Roger Waterman, Los Alamos Historical Society, spoke.

- C.** Proclamation declaring the Week of October 7-11, 2019 as "Customer Service Week" in Los Alamos County

Councilor Izraelevitz read and presented the proclamation to Ms. Lisa Romero, Management Analyst.

Ms. Romero spoke.

- D.** Proclamation declaring the Month of October as "Arts & Culture Month" and Friday, October 11th as "An Evening of Arts & Culture" in Los Alamos County

Councilor Sheehey read and presented the proclamation to Ms. Chris Monteith, Los Alamos Arts Council Executive Director, Ms. Jocelyn Warner, Los Alamos Arts Council President, and Mr. Steve Bublitz, Vice President of Los Alamos Arts Council.

Ms. Monteith spoke.

Mr. Bublitz spoke.

- E.** Proclamation declaring the Month of October as "Breast Cancer Awareness Month"

Councilor Martin read and presented the proclamation to Ms. Nancy Partridge.

Ms. Nancy Partridge spoke.

6. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA

None.

7. **CONSENT AGENDA**

Consent Motion:

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

A. County Council Minutes for September 17, 2019

I move that Council approve the County Council Minutes for September 17, 2019.

B. Contract for General Services, Agreement No. AGR 19-02 with Tyler Technologies in the Amount not to exceed FOUR HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED TWENTY-SEVEN DOLLARS AND FOUR CENTS (\$441,827.04), plus applicable New Mexico Gross Receipts Taxes (NMGR), for continued maintenance on Tyler Eagle Software, additional calculated fields and implementation of Eagle Web module

I move that Council approve Contract for General Services, Agreement No. AGR 19-02 with Tyler Technologies in the Amount of \$441,827.04, plus Applicable Gross Receipts Tax, for continued maintenance on Tyler Eagle Software, additional calculated fields and implementation of Eagle Web module.

Approval of the Consent Agenda:

The motion passed with the following vote:

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

8. **INTRODUCTION OF ORDINANCE(S)**

A. Incorporated County of Los Alamos Code Ordinance 02-300; An Ordinance Amending Chapter 18, Article IV, of the Code of Ordinances of the Incorporated County of Los Alamos to Bring it into Compliance with Recent Changes Made to the Dee Johnson Clean Indoor Air Act to Include E-Cigarettes and Expand the Scope of the Definitions of "Secondhand Smoke" and "Smoking"

Councilor Ryt introduced, without prejudice, Incorporated County of Los Alamos Code Ordinance 02-300 and asked staff to assure that it is published as provided in the County Charter.

9. **PUBLIC HEARING(S)**

A. Incorporated County Of Los Alamos Ordinance No. 695; AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT FOR PUBLIC SUPPORT OF TNJLA LLC., A NEW MEXICO CORPORATION

A motion was made by Councilor Sheehey, seconded by Councilor Maggiore, that Council remove Ordinance No. 695: ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT from the table, and reconvene the public hearing on this ordinance that began at the August 27, 2019 Council Meeting.

The motion passed with the following vote:

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

Mr. Harry Burgess, County Manager, spoke.
Ms. Joanie Ahlers, Economic Development Administrator, presented.
Mr. Jim Colson, Project Manager TNJLA, presented.
Mr. Tushar Patel, Owner TNJLA, presented.

Public Comment:

Mr. Paul Jaramillo, 507 Paige Loop, spoke.
Ms. Gloria Gilmore-House, no address given, spoke.
Mr. David Jolly, 115 Azure Avenue, Los Alamos Tourism Implementation Task Force, spoke.
Mr. Brian Patrick Martin, President HAXL Holding, New owner of Holiday Inn Express, spoke.
Ms. Gillian Sutton, 2654 Walnut Street, spoke.
Mr. James Hall, 129 Monterey North, spoke.
Mr. Pawel Listwan, 1738 Camino Redondo, Operator Cottonwood on the Greens, spoke.
Mr. Sean Williams, 2131 34th Street, spoke.
Mr. John Woodring, 3221 Walnut Street, spoke.
Mr. Charles Nakhleh, 965 Estates Drive, spoke.
Mr. Sam Gardner, no address given, spoke.
Mr. Phil Gursky, 223 El Viento, spoke.
Ms. Katherine Mockler, no address given, spoke.
Mr. Patrick Mockler-Wood, 2172A 45th, Owner of Pajarito Brew Pub Grill, spoke.
Mr. Patrick Sullivan, Executive Director Los Alamos Commerce and Development, spoke.
Ms. Olga Laos, 1260 2nd Street, spoke.

A motion was made by Councilor Sheehey, seconded by Councilor Izraelevitz, that council amend ordinance 695 an ordinance adopting an economic DEVELOPMENT PROJECT FOR PUBLIC SUPPORT OF TNJLA, LLC., A NEW MEXICO CORPORATION by replacing the current ordinance 695 and the attached exhibit A with the amended ordinance 695 and amended exhibit A; he further moved that amended Ord 695 an ordinance adopting an economic development project for public support of TNJLA, LLC., A NEW MEXICO CORPORATION including amended exhibit A be considered for adoption at a future Council meeting to occur no earlier than 7 days from this council meeting.

The motion passed with the following vote:

Yes: 5 - Councilor Scott, Councilor Sheehey, Councilor Izraelevitz, Councilor Martin, and Councilor Robinson

No: 2 - Councilor Maggiore and Councilor Ryti

Councilor Scott stated that there will be a meeting on October 15th to discuss Ordinance 695, as amended tonight.

RECESS

Councilor Scott called for a recess at 8:20 pm. The meeting reconvened at 8:33 pm.

10. BUSINESS

Item not addressed.

11. COUNCIL BUSINESS

A. Appointments

1) Board/Commission Appointment(s) – Library Board

Councilor Scott outlined the procedure for the appointments.

Ms. Eileen Sullivan, Library Manager, spoke.

Public Comment:
None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Maggiore, to nominate John Nash, Renae Mitchell, Daniel Morgan, and Rebecca Rodriguez to fill two vacancies on the Library Board and move that Council appoint two nominees to the vacant positions as follows:

By roll call vote, Councilors vote for two nominees and the two with the highest vote total of four or more be appointed to fill terms beginning on September 1, 2019 and ending on August 31, 2021.

Councilors Scott, Sheehey, Izraelevitz, Maggiore, Martin, Robinson, and Ryti voted for: Ms. Renae Mitchell

Councilors Maggiore and Ryti voted for: Mr. Daniel Morgan

**Councilors Scott, Sheehey, Robinson, Izraelevitz and Martin voted for:
Ms. Rebecca Rodriguez**

After a roll call vote, Ms. Renae Mitchell and Ms. Rebecca Rodriguez were appointed to the Library Board.

B. Board, Commission and Committee Liaison Reports

Councilor Maggiore reported on the Ice Rink Draft Design input session.

Councilor Ryti reported on the Planning and Zoning Board.

Councilor Martin reported on the Art in Public Places Meeting.

C. County Manager's Report

County Manager Harry Burgess provided an update on the Trinity Drive resurfacing project.

D. Council Chair Report

Councilor Scott reported on the Los Alamos County and Los Alamos Public Schools joint meeting; commented on Firemen For a Day event; and the tour of the El Vado and Abiquiu Hydro stations.

E. General Council Business

Item not addressed.

F. Approval of Councilor Expenses

None.

G. Preview of Upcoming Agenda Items

Councilor Sheehey requested information regarding the path forward for the animal shelter to be placed on an upcoming agenda.

Councilor Izraelevitz requested the status regarding the committee on plastic bags be placed on an upcoming agenda. Councilor Sheehey then provided a report for the subcommittee.

12. COUNCILOR COMMENTS

Councilor Robinson commented on the Firefighter for a Day event.

Councilor Rytz commented on the Arts Council Pumpkin Carving event.

Councilor Martin commented the Historic Preservation Advisory Board is working on a wreath dedication for Fuller Lodge. The dedication will be held on October 11, 2019 at 4:00 p.m.

13. PUBLIC COMMENT

None.

14. ADJOURNMENT

The meeting adjourned at 8:55 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Sara C. Scott, Council Chair

Attest:

Naomi D. Maestas, County Clerk

Meeting Transcribed by: Francella M. Montoya, Senior Deputy Clerk

October 1, 2019

Agenda Item: 8.A.

CO0572-19 Incorporated County of Los Alamos Code Ordinance 02-300 An Ordinance Amending Chapter 18, Article IV, of the Code of Ordinances of the Incorporated County of Los Alamos to Bring it into Compliance with Recent Changes Made to the Dee Johnson Clean Indoor Air Act to Include E-Cigarettes and Expand the Scope of the Definitions of "Secondhand Smoke" and "Smoking"

Revised Recommended Action:

I introduce, without prejudice, Incorporated County of Los Alamos Code Ordinance 02-300, and ask staff to assure that it is published as provided in the County Charter.

October 1, 2019

Agenda Item: 9.A.

OR0856-19b

If there is an amended ordinance and project participation agreement presented to Council, then a motion to amend the ordinance and PPA will need to be made as follows:

I move that Council amend Ordinance No. 695: AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT FOR PUBLIC SUPPORT OF TNJLA LLC, A NEW MEXICO CORPORATION by replacing the current Ordinance No. 695 and the attached Exhibit A with the amended Ordinance No. 695 and amended Exhibit A, as tendered previously into the record by Councilor _____. And I further move that the amended Ordinance No. 695: AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT FOR PUBLIC SUPPORT OF TNJLA LLC, A NEW MEXICO CORPORATION, including the amended Exhibit A, be considered for adoption at a future council meeting to occur no earlier than seven (7) days from this council meeting.

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is made and entered into as of ~~September-October 26~~, 2019, by and between the Incorporated County of Los Alamos, an incorporated County of the State of New Mexico ("County") and TNJLA LLC, a New Mexico Corporation qualified to do business in New Mexico ("TNJLA").

RECITALS

THE PARTIES HERETO enter into this Agreement on the basis of the following facts, understandings, and intentions:

A. 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 County in accordance with the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978, as amended and superseding Ordinance 501.

B. County has adopted Ordinance No. 695 providing for the public support of TNJLA's "Project," as defined herein, in the form of a grant of "Real Property," and certain capital improvements as further defined below, which is the "Project Grant." The value of the Real Property the Project Grant is One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000). TNJLA shall acquire, develop and construct an extended stay hotel facility, including a 250-300-person banquet style conference center, and a minimum of 1,800 sq. ft. of stand-alone food and beverage ~~retail~~space on the 20th Street Extension properties in Los Alamos County ("Project").

C. TNJLA's economic activity complies with the Local Economic Development Plan adopted by County on June 9, 2009, by providing a public benefit to the residents of County in the following respects:

1. Meets the objective of economic diversification by constructing a hotel, conference center facility and ~~retail~~ food and beverage space;
2. Meets the objective of expansion of the tax base by generating increased taxes for property tax, GRT and Lodger's Tax Revenues via the increase in number of hotel rooms available in Los Alamos;
3. Meets the objective of increased job and income opportunities by proposing to generate seventeen (17) new primary jobs at the hotel, conference center, food and beverage, and ~~retail~~business operations within County no later than twelve (12) months of the project obtaining Certificate of Occupancy;
4. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating an 86-room extended stay hotel;
5. Meets County's objective of expansion of the tax base by creating a conference center that shall accommodate up to 250-300 people seated banquet style for local events and LANL meetings;
6. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating a stand-alone ~~retail~~ food and beverage ~~retail~~ space;

7. Meets County's objective of recruiting and retaining businesses that utilize Los Alamos location for events and meetings additionally by offering existing businesses opportunity to provide catering services for events and meetings;

8. TNJLA is a private for-profit development business whose principal has an established track record of successful hotel projects in New Mexico.

D. As a condition precedent to its receipt of public assistance in the form of an economic development project, TNJLA is required to execute this Project Participation Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contributions of County.

A. *Project Grant.* Subject to the terms and conditions of this Project Participation Agreement, County agrees to transfer, by quitclaim deed, with all rights, title and interests possessed by County in the property defined as Eastern Area 3 Tract NN Lots 6C; 5C; 4C; 3C; 2C; and 1C located on 20th Street Extension, platted and recorded in Los Alamos County Records as Instrument No. 231237 (together, the "Real Property"). The Real Property has an appraised value of One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000).

B. *Conditions Precedent.* The parties agree that the following are conditions precedent to any contributions or obligations under this Project Participation Agreement:

- (i) TNJLA shall have approval from Marriot Corporation to the construct an 86-room TownePlace Suites hotel with conference center in Los Alamos; and
- (ii) TNJLA shall have secured construction financing commitment in an amount sufficient to support the Project.

C. County shall be solely responsible for the cost of any and all signalization and roadway improvements once State traffic warrants are met for the intersection of NM 502 (Trinity Drive) and 20th Street.

2. Contributions of TNJLA.

A. *Construction.* TNJLA shall complete the Project and fully open for operation within forty-eight (48) months of the Effective Date of this Agreement.

- (i) an 86-room TownePlace Suites hotel and conference center to accommodate 250-300 people banquet style; and
- (ii) a minimum of 1800 sq. ft. of stand-alone food and beverage ~~retail~~ space.

B. *Employment.* TNJLA shall create a minimum of seventeen (17) Full Time Equivalent Jobs based in Los Alamos County, New Mexico and maintain said employees over the ~~ten (10)~~ FIFTEEN (15) year term of this Agreement. As used herein, a "Full Time Equivalent

Job" is defined as 2,080 employed hours annually, based on any twelve consecutive month period, which is paid through TNJLA's payroll.

C. *Conference Center.* TNJLA shall continuously operate a conference center that shall accommodate 250-300 people banquet style for the entire ~~ten~~ (15) year term of this Agreement. County shall be entitled to use the conference facilities up to four (4) times per year at no charge for room fees and only cleaning and catering fees shall be charged as appropriate and commercially reasonable. County must make reservations at least thirty (30) days in advance for their use of the facility unless mutually agreed upon and shall not displace a paying customer.

D. *Promotion.* TNJLA shall make good faith efforts to promote Los Alamos County as a good and desirable place to visit, live and work.

E. In choosing an operator or owner of the stand-alone food and beverage space TNJLA shall solicit locally, regionally, and nationally.

Formatted: List Paragraph, Keep with next

3. Performance Review and Measurement.

A. *Progress Report and Job Reporting.* TNJLA shall, within ninety (90) days of the end of each anniversary of the effective date during the term of this Agreement, provide County with a written report of its progress toward achieving the performance measures required by Section 2, Contributions of TNJLA, above (collectively the "Performance Measures"). Thereafter, for each year during the term of this Agreement, TNJLA may, at the sole option of the County Manager's Office, be subject to a commercially reasonable annual performance review and audit conducted by the County Manager's Office, or its designee, to evaluate whether TNJLA has achieved the Performance Measures. TNJLA shall reasonably cooperate in the performance review and audit process by making all of its personnel, employees, books and tax records available to County at all reasonable times upon request. The creation and retention of a minimum of seventeen (17) jobs must be verified on an annual basis as part of the Progress Report.

B. *Continuous Operation of Conference Center.* TNJLA shall demonstrate annually in writing via an Affidavit, to be included in the Annual Progress Report detailed below, that they continuously operate a conference center for 250-300 people banquet style for the duration of this Agreement.

C. *Confidential Information and Reliance.* All information regarding TNJLA shall be treated in confidence to the fullest extent allowed by New Mexico law; provided, however, that nothing in this Agreement shall be construed to permit or require County to circumvent, obstruct, or fail to comply with the New Mexico Inspection of Public Records Act, §§ 14-2-1 *et seq.* (NMSA 1978). TNJLA acknowledges that its reporting shall be relied on by County and, possibly, by the State to ascertain whether TNJLA is in compliance with the job creation provisions of this Agreement.

4. Security. TNJLA shall furnish the following security in connection with the Project.

A. *Real Property.* TNJLA agrees to permit new construction within twelve (12) months of acquisition of the Real Property from County. If TNJLA fails to permit new construction within

Project Participation Agreement
between the Incorporated County of Los Alamos and TNJLA LLC

twelve (12) months, and County has acted in a commercially reasonable manner and has not unreasonably withheld approval, and there is no force majeure (as defined below), then TNJLA shall be required to return with all rights, title and interests in the Real Property unencumbered by any liens, mortgage or other debt, to County by Quit Claim Deed.

B. *Financial Guarantee.* TNJLA's principals agree to provide a Financial Guarantee in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000) to the benefit of County which is secured by a subordinated interest on the project property in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000), as well as personal guarantees from both Tushar Patel and Jayesh Patel in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000), both with an effective date that is the same date of transfer by quitclaim deed of the Real Property to TNJLA. County shall have the right to recoup its Financial Guarantee, as provided for in this agreement, from both sources of security, but not in a total amount that exceeds the amount of the Financial Guarantee existing at the time of default as defined below. The overlapping portion the Financial Guarantee that are provided by the personal guarantees defined herein shall expire six months after Certificate of Occupancy is issued for the hotel / conference center. The Financial Guarantee secures performance of TNJLA's obligations under this Agreement. The Financial Guarantee shall be reduced by Ten Percent (10%) of the original amount ~~for at the completion of each year of the ten (10) in years ONE (1) through NINE (9), and shall reduce by an additional Five Percent (5%) at end of year term of this Agreement; TEN (10), and shall reduce by an additional ONE PERCENT (1%) at the completion of each of years ELEVEN (11) through FIFTEEN (15).~~ The Financial Guarantee shall be Zero Dollars (\$0.00) at the end of the ~~tenth (10th)~~ FIFTEENTH (15th) year. ~~To clarify, both parties agree that the value of the security shall reduce each year by an amount equal to Ten Percent (10%) of the original value.~~ In the event of a termination necessitating the exercise of the guarantee, the language of this Agreement controls as it pertains to the amount of guarantee amount required to satisfy County demands.

Formatted: Font color: Auto

5. Termination and Recovery of Investment.

A. *Events of Default.* The following events shall constitute events of default under this Agreement:

- (i) Failure of TNJLA to fulfill, in whole or in part, any Performance Measure or other obligation required by this Agreement; including but not limited to:
 - a. *Annual Progress Report and Job Reporting.* The creation and retention of a minimum of seventeen (17) jobs must be verified on an annual basis as part of the Progress Report.
 - b. *Continuous Operation of Conference Center.* TNJLA shall demonstrate in writing via an Affidavit that they continuously operate a conference center for 250-300 people banquet style for the duration of this Agreement, verification of operation via Affidavit shall be demonstrated within the Annual Progress Report.
- (ii) TNJLA (i) ceases operations of the Project prior the end of the ~~ten (10)~~ fifteen (15) year term of this Agreement.
- (iii) TNJLA sells or assigns the Project or any portion thereof, without the written consent of County. However, should TNJLA propose a sale or assignment of the Project or any portion thereof to a qualified buyer who shall assume and meet all obligations of this Agreement, County approval shall not be unreasonably withheld.

Project Participation Agreement
between the Incorporated County of Los Alamos and TNJLA LLC

- (iv) TNJLA fails to complete the Project and fully open for operation within forty-eight (48) months of the Effective Date of this Agreement. County shall act in a commercially reasonable manner when approving, inspecting and granting Certificate of Approval.
- (iii) The discovery by County that any representation, warranty, or covenant made by TNJLA in connection with this Agreement was false, materially misleading, erroneous, or breached in any material respect.

B. *TNJLA's Response to Default.* Upon the occurrence of an event of default by TNJLA specified in this Agreement, County shall notify TNJLA in writing that an event of default has occurred under this Agreement. Within sixty (60) days of the receipt of such notice, TNJLA shall:

- (i) Cause the default to be cured; or
- (ii) Furnish a written response indicating:
 - a. The factors which caused or contributed, in whole or in part, to the occurrence of default;
 - b. The measures TNJLA has undertaken to avoid the reoccurrence of default in the future;
 - c. Whether any Performance Measure not achieved can still be achieved in a timeframe acceptable to County;
 - d. What further action TNJLA plans to take to achieve the Performance Measure in a timeframe acceptable to County; and
 - e. In the event of a default after construction has commenced, TNJLA has the right to terminate this Agreement by tendering to County an amount equivalent to the Financial Guarantee as referenced in Section 4B of this Agreement.

C. *County Response to Default of Section 2: Contributions of TNJLA.* County staff shall review the response furnished by TNJLA and within thirty (30) days from receipt of such response, recommend to the County Council whether to modify or terminate this Participation Agreement. TNJLA shall have an opportunity to make a presentation to the County Council at any meeting where such recommendation shall be acted upon. The County Council shall maintain the right to reasonably modify or terminate this Agreement. The County Council power and authority is not limited in any way by the event of a default. ~~TNJLA maintains a reasonable right to arbitrate.~~

6. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and continue for ~~ten (10)~~fifteen (15) years unless terminated sooner, as provided herein. TNJLA has the right to return the Real Property and terminate this Agreement if, despite commercially reasonable efforts, it is unable to timely permit new construction within twelve (12) months of acquisition of the Real Property from County.

7. Obligation to Perform. The failure of County to insist, in any one or more instances, upon performance of any of the terms or covenants of this Agreement shall not be construed as a waiver or relinquishment of County's right to the future performance of any such terms and covenants, and the obligations of TNJLA with respect to such future performance shall continue in full force and effect.

8. Force Majeure. Neither TNJLA nor County shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war or any other force majeure as defined by New Mexico law that could not have been reasonably avoided by exercise of due diligence.

9. Notices. All notices and communications required or permitted under this Agreement (including change of address and facsimile or telephone number set forth below) shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U. S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

County: Los Alamos County
County Manager
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544
Telephone: (505) 663-1750
Facsimile: (505) 662-8079

TNJLA: TNJLA, Inc.
Tushar Patel, Chief Executive Officer
4520 Lower Terrace Circle NE
Albuquerque, New Mexico 87111
Telephone: (505) 275-8223

10. Amendment. This Agreement shall not be altered, changed, or amended other than by a written instrument executed by both parties.

11. Appropriations. The performance by County of any of the terms, covenants, or conditions in this Agreement that County is obligated to perform shall be subject to the availability of appropriated funds that may be lawfully used for such purpose.

12. Partnership. Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between County and TNJLA.

13. Authority. The individual(s) signing this Agreement on behalf of TNJLA represent and warrant that they have the power and authority to bind TNJLA, and that no further action, resolution, or approval from TNJLA is necessary to enter into a binding contract.

14. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico (without giving effect to the State of New Mexico's choice of law provisions).

15. Severability. If any terms of this Agreement, or the application of such terms to any circumstance, person, or entity, shall be held illegal, invalid, or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is held illegal, invalid, or unenforceable, shall not be affected; provided, however, that the remainder of this Agreement is still capable of performance in substantial accordance with the original intent of the parties.

16. Miscellaneous. This Agreement binds and inures to the benefit of County and TNJLA and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party, which may not be unreasonably withheld; provided, however that with notice, TNJLA may assign this Agreement to any affiliate of TNJLA that agrees in writing to assume and perform all of the obligations of TNJLA under this Agreement.

(this section intentionally left blank)

Formatted: Left

IN WITNESS WHEREOF, the parties have entered into this Project Participation Agreement effective as of the date first written above (the "Effective Date").

INCORPORATED COUNTY OF LOS ALAMOS

Attest:

By: _____
Harry Burgess, County Manager

Naomi D. Maestas, County Clerk

APPROVED TO FORM:

J. Alvin Leaphart, County Attorney

TNJLA, Inc.,
a New Mexico Corporation

By: _____
Name: _____
Title: _____

Project Participation Agreement
between the Incorporated County of Los Alamos and TNJLA LLC

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 695

**AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT
PROJECT FOR PUBLIC SUPPORT OF TNJLA LLC,
A NEW MEXICO CORPORATION**

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.

Section 2. The Economic Development Plan sets forth the purpose of allowing public support of economic development to foster, promote and enhance local economic development efforts through the use of project participation agreements with qualifying entities while continuing to protect against the unauthorized use of public money and other public resources, and to enter into joint powers agreements with other local governments to plan and support regional economic development projects.

Section 3. TNJLA LLC, a New Mexico corporation ("Company"), proposes to acquire, develop and construct an extended stay hotel facility, including a 250—300—person banquet-style conference center, and a minimum of 1,800 square feet of stand-alone food and beverage retail space on the 20th Street Extension properties in Los Alamos County (the "Project").

Section 4. Company has submitted an application to County pursuant to NMSA 1978 § 5-10-9, and has established itself as a qualifying entity and has addressed the following criteria:

- a. Company is a private for-profit development business that has an established track record of successful hotel projects in New Mexico. The application includes information about the Company's financials and its leadership team.
- b. Company's economic activity meets County's objective of expansion of the tax base by generating increased taxes from new construction, and from Company purchases such as equipment and supplies.
- c. Company's economic activity meets County's objective of increased job and income opportunities by proposing to create a minimum of seventeen (17) Full-Time Equivalent jobs based within the County, and maintain said employees over ~~ten (10)~~ fifteen (15) years.
- d. Company shall make a good faith effort to promote County as a good and desirable place to visit, live and work.

Section 5. Company has met the priorities of the Economic Development Plan in the following respects:

- a. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating an 86-room extended stay Marriott hotel;
- b. Meets the objective of economic diversification by constructing a hotel, conference center facility, and ~~retail~~ food and beverage space;

Los Alamos County Council
Regular Session
October 1, 2019
Item 9.A.

- c. Meets the objective of expansion of the tax base by generating increased taxes for property tax, gross receipts tax and Lodger's Tax Revenues via an increase in the number of hotel rooms available in Los Alamos;
- d. Meets the objective of increased job and income opportunities by proposing to generate seventeen (17) new primary jobs at the hotel, conference center, food and beverage service, and retail-business operations within County no later than twelve (12) months of the project obtaining Certificate of Occupancy;
- e. Meets County's objective of expansion of the tax base by creating a conference center that will accommodate up to 250 - 300 people seated banquet style for local events and Los Alamos National Laboratory meetings;
- f. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating a stand-alone food and beverage ~~retail~~ space;
- g. Meets County's objective of recruiting and retaining businesses that utilize Los Alamos' location for events and meetings, and by offering existing businesses the opportunity to provide catering services for events and meetings;
- h. TNJLA is a private for-profit development business that has an established track record of successful hotel projects in New Mexico.

Section 6. Company has requested that the Incorporated County of Los Alamos provide the following grant of public support as an economic development project: Transfer, by quitclaim deed, all rights, title and interests possessed by County to certain County-owned property defined as Eastern Area 3 Tract NN Lots 6C; 5C; 4C; 3C; 2C; and 1C located on 20th Street Extension, platted and recorded in Los Alamos County Records as Instrument No. 231237 (together, the "Real Property"). The Real Property has an appraised value of One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00) This requested public support for Company's Project is referred to herein as the economic development "Project Grant."

Section 7. County and Company shall, upon approval of the Project as evidenced by the passage of this Ordinance, enter into a Participation Agreement, attached hereto as Exhibit "A", which Agreement shall include, but not be limited to, the following:

- a. The standards by which to measure furtherance by the Project of the economic development goals of County;
- b. The rights and responsibilities of the parties, including specifically defining the contributions of County and Company;
- c. Standards for regular performance reviews of the Project by County and the specific measurable objectives upon which the performance evaluations of the Project shall be based;
- d. A schedule and review procedures for the Project and performance goal attainment;
- e. The security provided for the Project;
- f. The default and cure provisions and such other procedures by which the Project can be

terminated by County and County's investment recovered;

- g. The time period for which County shall retain an interest in the activity of Company; and
- h. Any other requirements imposed by state law, county ordinance, rule or regulation not specifically identified in this ordinance.

Section 8. The application of Company for public assistance from County in the form of an economic development Project Grant is hereby approved, consistent with the terms of this ordinance and the Project Participation Agreement that has been negotiated and is attached to this Ordinance.

Section 9. The terms, provisions and conditions of the Project Participation Agreement, in the form presented to the County Council and attached to this Ordinance and incorporated herein by reference, are in all respects approved, authorized, and confirmed, and the County Council Chair is authorized to execute the Project Participation Agreement on behalf of County in substantially the form hereof, with only such nonmaterial changes recommended by the County Manager, approved as to form by the County Attorney, and approved by the Council Chair. The County Manager or his designee, is authorized to execute documents, in a form approved by the County Attorney, necessary to transfer all rights, title and interests possessed by County to certain County-owned property to Company as provided for in Section 6 of the Ordinance.

Section 10. The County Council, the Council Chair, other County officials, the County Manager and County staff are hereby authorized to take all action necessary to carry out the provisions of this Ordinance and the Project Participation Agreement.

Section 11. 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 12. This Ordinance shall become effective on ~~September 28~~ _____, 2019, thirty (30) days after notice of its adoption.

ADOPTED this ~~27th~~ ____ day of ~~August~~, _____ 2019.

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

Sara C. Scott
Council Chair

ATTEST: (Seal)

Naomi D. Maestas
Los Alamos County Clerk

Return on Investment (ROI) for 20th Street LEDA

Contributions from the County:

\$1,825,000 in Land (Includes value of Smart House)

Forego Descartes rent for the remaining 5.5 years of the lease. The lease is a sliding scale from \$41,874 per year - \$77,766 per year

Initially, it was assumed that a \$175,000 in contribution to the traffic signal might be needed, but recent developments indicate that the cost of a traffic signal will be included in a recently acquired grant from the State of New Mexico's DOT Safety Committee.

Los Alamos County Council
Regular Session
October 1, 2019
Item 9.A.

What does the County get in return:

+/- \$86,000 in property tax per year after project buildout

+/- \$130,000 in Lodger's Tax revenue per year

Approximately \$45,000 in GRT from meeting venue revenue (catering, equipment rental, room rental, etc...)

A minimum 17 new jobs with an estimated payroll of ~\$465,000 per year (17 jobs does not count the coffee shop jobs potentially created), these funds will flow into our economy indirectly

Los Alamos County will receive some portion of GRT revenue on the construction portion of the project, however, based upon type of construction and methodology of FF&E purchasing this number can fluctuate between \$110,000 - \$350,000.

	<u>10 Yr. Term</u>	<u>15 Yr. term</u>
	\$860,000 in property tax	\$1,290,000 in property tax
	\$1,300,000 in Lodger's Tax revenue	\$1,950,000 in Lodger's Tax revenue
	\$450,000 in GRT over 10 years	\$675,000 in GRT over 15 years
	\$4,650,000 in payroll over 10 years	\$6,975,000 in payroll over 15 years
	One time funds	One time funds

<p><u>Strategic Community Benefits:</u></p>	<p>Support of the EVSP 2010 and 2019, Comp Plan 2016, Tourism Strategic Plan 2018 and Council strategic goals (2017 & 2018)</p>
<p>Construction and operation of a conference center - previous County estimates for building this type of facility = ~\$2M and operation of the conference center (based on experience in Fuller Lodge operations the estimated cost of operating the conference center) = ~\$2M over 10 years, for a total of \$4M in avoided costs to taxpayers.</p>	<p>Support for the local economy – strategic planning documents call for a conference center to minimize current leakage of dollars from the County businesses; by hosting just one 4 day – 200 person event per month the County economy would retain ~\$500K/year (assuming a conservative \$50/day/person expenditure)</p>
<p>Support for LANL, N3B, Pebble Labs, and other employers by providing a needed meeting venue here in Los Alamos Support of local businesses that specialize in catering</p>	<p>Support of our citizens by providing a venue for reunions, weddings, and special events</p>



County of Los Alamos

Staff Report

October 15, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): * 2019 Council Goal - Other; * 2019 Council Goal - Enhancing Support and Opportunities for the Local Business Environment; * 2019 Council Goal - Addressing Long-term Building Vacancies in Key Areas of Our Community

Presenters: Joanie Ahlers, Economic Development Administrator

Legislative File: OR0856-19d

Title

Incorporated County Of Los Alamos Ordinance No. 695; An Ordinance Adopting An Economic Development Project For Public Support Of TNJLA LLC., A New Mexico Corporation

Recommended Action

I move that Council adopt, as amended at the October 1, 2019 Council Meeting, Incorporated County of Los Alamos Ordinance No. 695 ; An Ordinance Adopting An Economic Development Project For Public Support Of TNJLA LLC., A New Mexico Corporation; I further move that, upon passage, the Ordinance be published in summary form.

County Manager's Recommendation

The County Manager recommends Council approval of this Ordinance

Body

After initially tabling the item on August 27, 2019, the continuation of the public hearing for this Ordinance was held on October 1, 2019. Several amendments to the Ordinance and Project Participation Agreement (PPA) were considered by Council and the following were accepted for incorporation into the final Ordinance and PPA:

-- TNJLA agrees to actively and continuously operate the hotel and conference center for the fifteen (15) year PPA term (extended from ten years)

--Remove "retail" from description of "food and beverage retail space"

--Addition of this requirement into the PPA: "In choosing an operator or owner of the stand-alone food and beverage space TNJLA shall solicit locally, regionally, and nationally"

Since amendments were made to the ordinance, including the Project Participation Agreement, the amended ordinance is now back tonight before Council for consideration.

Project Summary:

On June 9, 2009 the Council approved Incorporated County of Los Alamos Ordinance No. 543 which amended and restated the County's Economic Development Plan in compliance with the New Mexico Local Economic Development Act (LEDA). Based upon the guidelines within this

program the applicant, TNJLA LLC., submitted the required materials for consideration of support.

TNJLA is a New Mexico corporation located in Albuquerque, NM. TNJLA is one of several LLC's that are owned and operated by Tushar Patel and associates, a family run small business. TNJ Group has an average of 4.25 "stars" on Tripadvisor.com for their portfolio of properties. They have other hotel properties in New Mexico and this would be their first investment in Los Alamos County. TNJLA has made the request for the donation of the County land so that they can develop a new 86 room extended stay hotel with an event center that accommodates 250-300 people banquet style in Los Alamos.

The requested public support is a grant of County owned parcels of land: on 20th Street Extension; Lots 1C, 2C, 3C, 4C, 5C, and 6C which has the "Smart House" located on it. The total acreage is approximately 2.6 acres.

Los Alamos County has been seeking an "event" space for more than 20 years. The concept of "event" or "conference" space appears in many of the County's strategic plans, including the Comprehensive Plan (2016); the Tourism Strategic Plan (2018); and the Economic Vitality Action Plan (in both plans 2010 and 2019). Approximately 8 years ago the County considered contributing as much as \$6 million to a hotel and conference center concept that would have been a Hilton property, however, the market study at the time determined that adding hotel rooms would not be conducive to our existing hotel properties, although the study did extensive research on the event/conference center space and it was abundantly clear that there was necessity and demand for such a space even in the 2012 market. Since then our market has improved/changed and LAC has completed many of the milestones that were reasons why not to move forward with the project at that time.

The current project includes the following key terms:

1. County land will only be released to TNJLA upon entering into a Project Participation Agreement with the County;
2. TNJLA must submit and be issued a Building Permit for new construction for the new hotel within 12 months of the Effective Date of the PPA;
4. TNJLA will issue the County a Financial Guaranty in the form of a subordinated lien for the balance of the grant amount in decreasing value for the fifteen (15) year period of the PPA and a personal guaranty for the time period from the date of the County conveys the property to TNJLA until six (6) months after the Certificate of Occupancy is issued for the hotel/conference center;
5. TNJLA agrees to actively and continuously operate the hotel and conference center for the fifteen (15) year PPA term;
6. TNJLA will create and maintain a minimum of 17 full time jobs.

The ordinance and project participation agreement (with amendments from October 1, 2019 meeting) are included as Attachment A, and the developer has submitted photos/site plan/elevations to illustrate conceptual plans for the proposed facility. As will be discussed during the meeting, these conceptual presentations are subject to changes as the developer has not yet performed site specific due diligence.

Alternatives

Council could choose not to approve this Ordinance or Council could choose to make other amendments to this Ordinance or Project Participation Agreement.

Fiscal and Staff Impact/New Item

The fiscal impact is minimal to the County since the grant is in the form of a land contribution and the PPA provides for an economic return to the County. The staff impact will be minimal as the performance review metrics will be studied and reviewed on an annual basis for compliance.

Attachments

A - Incorporated County of Los Alamos Ordinance No. 695

B - Publication Notice

C - ROI for 20th Street LEDA

D - Pictures of other TNJLA hotel properties

E - Elevations

F - Proposed site map

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 695

**AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT
PROJECT FOR PUBLIC SUPPORT OF TNJLA LLC,
A NEW MEXICO CORPORATION**

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.

Section 2. The Economic Development Plan sets forth the purpose of allowing public support of economic development to foster, promote and enhance local economic development efforts through the use of project participation agreements with qualifying entities while continuing to protect against the unauthorized use of public money and other public resources, and to enter into joint powers agreements with other local governments to plan and support regional economic development projects.

Section 3. TNJLA LLC, a New Mexico corporation ("Company"), proposes to acquire, develop and construct an extended stay hotel facility, including a 250 – 300-person banquet-style conference center, and a minimum of 1,800 square feet of stand-alone food and beverage space on the 20th Street Extension properties in Los Alamos County (the "Project").

Section 4. Company has submitted an application to County pursuant to NMSA 1978 § 5-10-9, and has established itself as a qualifying entity and has addressed the following criteria:

- a. Company is a private for-profit development business that has an established track record of successful hotel projects in New Mexico. The application includes information about the Company's financials and its leadership team;
- b. Company's economic activity meets County's objective of expansion of the tax base by generating increased taxes from new construction, and from Company purchases such as equipment and supplies;
- c. Company's economic activity meets County's objective of increased job and income opportunities by proposing to create a minimum of seventeen (17) Full-Time Equivalent jobs based within the County, and maintain said employees over fifteen (15) years; and
- d. Company shall make a good faith effort to promote County as a good and desirable place to visit, live and work.

Section 5. Company has met the priorities of the Economic Development Plan in the following respects:

- a. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating an 86-room extended stay Marriott hotel;
- b. Meets the objective of economic diversification by constructing a hotel, conference center facility, and food and beverage space;

- c. Meets the objective of expansion of the tax base by generating increased taxes for property tax, gross receipts tax and Lodger's Tax Revenues via an increase in the number of hotel rooms available in Los Alamos;
- d. Meets the objective of increased job and income opportunities by proposing to generate seventeen (17) new primary jobs at the hotel, conference center, food and beverage service, and business operations within County no later than twelve (12) months of the project obtaining Certificate of Occupancy;
- e. Meets County's objective of expansion of the tax base by creating a conference center that will accommodate up to 250 - 300 people seated banquet style for local events and Los Alamos National Laboratory meetings;
- f. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating a stand-alone food and beverage space;
- g. Meets County's objective of recruiting and retaining businesses that utilize Los Alamos' location for events and meetings, and by offering existing businesses the opportunity to provide catering services for events and meetings; and
- h. TNJLA is a private for-profit development business that has an established track record of successful hotel projects in New Mexico.

Section 6. Company has requested that the Incorporated County of Los Alamos provide the following grant of public support as an economic development project: Transfer, by quitclaim deed, all rights, title and interests possessed by County to certain County-owned property defined as Eastern Area 3 Tract NN Lots 6C; 5C; 4C; 3C; 2C; and 1C located on 20th Street Extension, platted and recorded in Los Alamos County Records as Instrument No. 231237 (together, the "Real Property"). The Real Property has an appraised value of One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00) This requested public support for Company's Project is referred to herein as the economic development "Project Grant."

Section 7. County and Company shall, upon approval of the Project as evidenced by the passage of this Ordinance, enter into a Participation Agreement, attached hereto as Exhibit "A", which Agreement shall include, but not be limited to, the following:

- a. The standards by which to measure furtherance by the Project of the economic development goals of County;
- b. The rights and responsibilities of the parties, including specifically defining the contributions of County and Company;
- c. Standards for regular performance reviews of the Project by County and the specific measurable objectives upon which the performance evaluations of the Project shall be based;
- d. A schedule and review procedures for the Project and performance goal attainment;
- e. The security provided for the Project;
- f. The default and cure provisions and such other procedures by which the Project can be

terminated by County and County's investment recovered;

- g. The time period for which County shall retain an interest in the activity of Company; and
- h. Any other requirements imposed by state law, county ordinance, rule or regulation not specifically identified in this ordinance.

Section 8. The application of Company for public assistance from County in the form of an economic development Project Grant is hereby approved, consistent with the terms of this ordinance and the Project Participation Agreement that has been negotiated and is attached to this Ordinance.

Section 9. The terms, provisions and conditions of the Project Participation Agreement, in the form presented to the County Council and attached to this Ordinance and incorporated herein by reference, are in all respects approved, authorized, and confirmed, and the County Council Chair is authorized to execute the Project Participation Agreement on behalf of County in substantially the form hereof, with only such nonmaterial changes recommended by the County Manager, approved as to form by the County Attorney, and approved by the Council Chair. The County Manager or his designee, is authorized to execute documents, in a form approved by the County Attorney, necessary to transfer all rights, title and interests possessed by County to certain County-owned property to Company as provided for in Section 6 of the Ordinance.

Section 10. The County Council, the Council Chair, other County officials, the County Manager and County staff are hereby authorized to take all action necessary to carry out the provisions of this Ordinance and the Project Participation Agreement.

Section 11. 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 12. This Ordinance shall become effective on November 16, 2019, thirty (30) days after notice of its adoption.

ADOPTED this 15th day of October, 2019.

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

Sara C. Scott
Council Chair

ATTEST: (Seal)

Naomi D. Maestas
Los Alamos County Clerk

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is made and entered into as of November 16, 2019, by and between the Incorporated County of Los Alamos, an incorporated County of the State of New Mexico ("County") and TNJLA LLC, a New Mexico Corporation qualified to do business in New Mexico ("TNJLA").

RECITALS

THE PARTIES HERETO enter into this Agreement on the basis of the following facts, understandings, and intentions:

A. 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 County in accordance with the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978, as amended and superseding Ordinance 501.

B. County has adopted Ordinance No. 695 providing for the public support of TNJLA's "Project", as defined herein, in the form of a grant of "Real Property", and certain capital improvements as further defined below, which is the "Project Grant." The value of the Real Property the Project Grant is One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00). TNJLA shall acquire, develop and construct an extended stay hotel facility, including a 250 - 300-person banquet style conference center, and a minimum of 1,800 square feet of stand-alone food and beverage space on the 20th Street Extension properties in Los Alamos County ("Project").

C. TNJLA's economic activity complies with the Local Economic Development Plan adopted by County on June 9, 2009, by providing a public benefit to the residents of County in the following respects:

1. Meets the objective of economic diversification by constructing a hotel, conference center facility and food and beverage space;

2. Meets the objective of expansion of the tax base by generating increased taxes for property tax, New Mexico Gross Receipts Tax and Lodger's Tax revenues via the increase in number of hotel rooms available in Los Alamos;

3. Meets the objective of increased job and income opportunities by proposing to generate seventeen (17) new primary jobs at the hotel, conference center, food and beverage, and business operations within County no later than twelve (12) months of the Project obtaining a Certificate of Occupancy;

4. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating an 86-room extended stay hotel;

5. Meets County's objective of expansion of the tax base by creating a conference center that shall accommodate up to 250 - 300 people seated banquet style for local events and Los Alamos National Laboratory meetings;

6. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating a stand-alone food and beverage space;

7. Meets County's objective of recruiting and retaining businesses that utilize Los Alamos locations for events and meetings, and that offer existing businesses the opportunity to provide catering services for events and meetings; and

8. TNJLA is a private for-profit development business whose principal has an established track record of successful hotel projects in New Mexico.

D. As a condition precedent to its receipt of public assistance in the form of an economic development project, TNJLA is required to execute this Project Participation Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contributions of County.

A. *Project Grant.* Subject to the terms and conditions of this Project Participation Agreement, County agrees to transfer, by quitclaim deed, with all rights, title and interests possessed by County in the property defined as Eastern Area 3 Tract NN Lots 6C; 5C; 4C; 3C; 2C; and 1C located on 20th Street Extension, platted and recorded in Los Alamos County Records as Instrument No. 231237 (together, the "Real Property"). The Real Property has an appraised value of One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00).

B. *Conditions Precedent.* The parties agree that the following are conditions precedent to any contributions or obligations under this this Project Participation Agreement:

- (i) TNJLA shall have approval from the Marriott Corporation to construct an 86-room TownePlace Suites hotel with a conference center in Los Alamos; and
- (ii) TNJLA shall have secured a construction financing commitment in an amount sufficient to support the Project.

C. County shall be solely responsible for the cost of any and all signalization and roadway improvements once State traffic warrants are met for the intersection of NM 502 (Trinity Drive) and 20th Street.

2. Contributions of TNJLA.

A. *Construction.* TNJLA shall complete the Project and be fully open for operation within forty-eight (48) months of the Effective Date of this Agreement:

- (i) an 86-room TownePlace Suites hotel and conference center to accommodate 250 - 300 people banquet style; and
- (ii) a minimum of 1,800 square feet of stand-alone food and beverage space.

B. *Employment.* TNJLA shall create a minimum of seventeen (17) Full Time Equivalent Jobs based in Los Alamos County, New Mexico, and maintain said employees over the fifteen (15) year term of this Agreement. As used herein, a "Full Time Equivalent Job" is

defined as 2,080 employed hours annually, based on any twelve consecutive month period, which is paid through TNJLA's payroll.

C. *Conference Center.* TNJLA shall continuously operate a conference center that shall accommodate 250 - 300 people banquet style for the entire fifteen (15) year term of this Agreement. County shall be entitled to use the conference facilities up to four (4) times per year at no charge for room fees, and only cleaning and catering fees shall be charged as appropriate and commercially reasonable. County must make reservations at least thirty (30) days in advance for their use of the facility unless mutually agreed upon and shall not displace a paying customer.

D. *Promotion.* TNJLA shall make good faith efforts to promote Los Alamos County as a good and desirable place to visit, live and work.

E. In choosing an operator or owner of the stand-alone food and beverage space, TNJLA shall solicit locally, regionally, and nationally.

3. Performance Review and Measurement.

A. *Progress Report and Job Reporting.* TNJLA shall, within ninety (90) days of the end of each anniversary of the effective date during the term of this Agreement, provide County with a written report of its progress toward achieving the performance measures required by Section 2, Contributions of TNJLA, above (collectively the "Performance Measures"). Thereafter, for each year during the term of this Agreement, TNJLA may, at the sole option of the County Manager's Office, be subject to a commercially reasonable annual performance review and audit conducted by the County Manager's Office, or its designee, to evaluate whether TNJLA has achieved the Performance Measures. TNJLA shall reasonably cooperate in the performance review and audit process by making all of its personnel, employees, books and tax records available to County at all reasonable times upon request. The creation and retention of a minimum of seventeen (17) jobs must be verified on an annual basis as part of the Progress Report.

B. *Continuous Operation of Conference Center.* TNJLA shall demonstrate annually in writing via an Affidavit, to be included in the Annual Progress Report detailed below, that they continuously operate a conference center for 250 - 300 people banquet style for the duration of this Agreement.

C. *Confidential Information and Reliance.* All information regarding TNJLA shall be treated in confidence to the fullest extent allowed by New Mexico law; provided, however, that nothing in this Agreement shall be construed to permit or require County to circumvent, obstruct, or fail to comply with the New Mexico Inspection of Public Records Act, §§ 14-2-1 *et seq.* (NMSA 1978). TNJLA acknowledges that its reporting shall be relied on by County and, possibly, by the State to ascertain whether TNJLA is in compliance with the job creation provisions of this Agreement.

4. Security. TNJLA shall furnish the following security in connection with the Project.

A. *Real Property.* TNJLA agrees to permit new construction within twelve (12) months of acquisition of the Real Property from County. If TNJLA fails to permit new construction within twelve (12) months, and County has acted in a commercially reasonable manner and has not unreasonably withheld approval, and there is no force majeure (as defined below), then TNJLA

shall be required to return with all rights, title and interests in the Real Property unencumbered by any liens, mortgage or other debt, to County by Quit Claim Deed.

B. *Financial Guarantee.* TNJLA's principals agree to provide a Financial Guarantee in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00) to the benefit of County which is secured by a subordinated interest on the project property in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00), as well as personal guarantees from both Tushar Patel and Jayesh Patel in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00), both with an effective date that is the same date of transfer by quitclaim deed of the Real Property to TNJLA. County shall have the right to recoup its Financial Guarantee, as provided for in this Agreement, from both sources of security, but not in a total amount that exceeds the amount of the Financial Guarantee existing at the time of default as defined below. The overlapping portions that the Financial Guarantee are provided by the personal guarantees defined herein shall expire six (6) months after a Certificate of Occupancy is issued for the hotel/conference center. The Financial Guarantee secures performance of TNJLA's obligations under this Agreement. The Financial Guarantee shall be reduced by Ten Percent (10%) of the original amount at the completion of each year in years one (1) through nine (9), and shall reduce by an additional Five Percent (5%) at end of year ten (10), and shall reduce by an additional One Percent (1%) at the completion of each of years eleven (11) through fifteen (15). The Financial Guarantee shall be Zero Dollars (\$0.00) at the end of the fifteenth (15th) year. In the event of a termination necessitating the exercise of the guarantee, the language of this Agreement controls as it pertains to the amount of the guarantee amount required to satisfy County demands.

5. Termination and Recovery of Investment.

A. *Events of Default.* The following events shall constitute events of default under this Agreement:

- (i) Failure of TNJLA to fulfill, in whole or in part, any Performance Measure or other obligation required by this Agreement; including but not limited to:
 - a. *Annual Progress Report and Job Reporting.* The creation and retention of a minimum of seventeen (17) jobs must be verified on an annual basis as part of the Progress Report.
 - b. *Continuous Operation of Conference Center.* TNJLA shall demonstrate in writing via an Affidavit that they continuously operate a conference center for 250 - 300 people banquet style for the duration of this Agreement, verification of operation via Affidavit shall be demonstrated within the Annual Progress Report.
- (ii) TNJLA ceases operations of the Project prior to the end of the fifteen (15) year term of this Agreement.
- (iii) TNJLA sells or assigns the Project or any portion thereof, without the written consent of County. However, should TNJLA propose a sale or assignment of the Project or any portion thereof to a qualified buyer who shall assume and meet all obligations of this Agreement, County approval shall not be unreasonably withheld.
- (iv) TNJLA fails to complete the Project and be fully open for operation within forty-eight (48) months of the Effective Date of this Agreement. County shall act in a commercially reasonable manner when approving, inspecting and granting Certificate of Approval.

- (v) The discovery by County that any representation, warranty, or covenant made by TNJLA in connection with this Agreement was false, materially misleading, erroneous, or breached in any material respect.

B. *TNJLA's Response to Default.* Upon the occurrence of an event of default by TNJLA specified in this Agreement, County shall notify TNJLA in writing that an event of default has occurred under this Agreement. Within sixty (60) days of the receipt of such notice, TNJLA shall:

- (i) Cause the default to be cured; or
- (ii) Furnish a written response indicating:
 - a. The factors which caused or contributed, in whole or in part, to the occurrence of default;
 - b. The measures TNJLA has undertaken to avoid the reoccurrence of default in the future;
 - c. Whether any Performance Measure not achieved can still be achieved in a timeframe acceptable to County;
 - d. What further action TNJLA plans to take to achieve the Performance Measure in a timeframe acceptable to County; and
 - e. In the event of a default after construction has commenced, TNJLA has the right to terminate this Agreement by tendering to County an amount equivalent to the Financial Guarantee as referenced in Section 4B of this Agreement.

C. *County's Response to TNJLA.* County staff shall review the response furnished by TNJLA, and within thirty (30) days from receipt of such response, recommend to the County Council whether to modify or terminate this Participation Agreement. TNJLA shall have an opportunity to make a presentation to the County Council at any meeting where such recommendation shall be acted upon. The County Council shall maintain the right to reasonably modify or terminate this Agreement. The County Council power and authority is not limited in any way by the event of a default.

6. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and continue for fifteen (15) years unless terminated sooner, as provided herein. TNJLA has the right to return the Real Property and terminate this Agreement if, despite commercially reasonable efforts, it is unable to timely permit new construction within twelve (12) months of acquisition of the Real Property from County.

7. Obligation to Perform. The failure of County to insist, in any one or more instances, upon performance of any of the terms or covenants of this Agreement shall not be construed as a waiver or relinquishment of County's right to the future performance of any such terms and covenants, and the obligations of TNJLA with respect to such future performance shall continue in full force and effect.

8. Force Majeure. Neither TNJLA nor County shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war or any other force majeure as defined by New Mexico law that could not have been reasonably avoided by exercise of due diligence.

9. Notices. All notices and communications required or permitted under this Agreement (including change of address and facsimile or telephone number set forth below) shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when

hand-delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U. S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

County:	Los Alamos County County Manager 1000 Central Avenue, Suite 350 Los Alamos, New Mexico 87544 Telephone: (505)663-1750 Facsimile: (505)662-8079
TNJLA:	TNJLA, Inc. Tushar Patel, Chief Executive Officer 4520 Lower Terrace Circle NE Albuquerque, New Mexico 87111 Telephone: (505)275-8223

10. Amendment. This Agreement shall not be altered, changed, or amended other than by a written instrument executed by both parties.

11. Appropriations. The performance by County of any of the terms, covenants, or conditions in this Agreement that County is obligated to perform shall be subject to the availability of appropriated funds that may be lawfully used for such purpose.

12. Partnership. Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between County and TNJLA.

13. Authority. The individual(s) signing this Agreement on behalf of TNJLA represent and warrant that they have the power and authority to bind TNJLA, and that no further action, resolution, or approval from TNJLA is necessary to enter into a binding contract.

14. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico (without giving effect to the State of New Mexico's choice of law provisions).

15. Severability. If any terms of this Agreement, or the application of such terms to any circumstance, person, or entity, shall be held illegal, invalid, or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is held illegal, invalid, or unenforceable, shall not be affected; provided, however, that the remainder of this Agreement is still capable of performance in substantial accordance with the original intent of the parties.

16. Miscellaneous. This Agreement binds and inures to the benefit of County and TNJLA and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party, which may not be unreasonably withheld; provided, however that with notice, TNJLA may assign this Agreement to any affiliate of TNJLA that agrees in writing to assume and perform all of the obligations of TNJLA under this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Project Participation Agreement effective as of the date first written above (the "Effective Date").

INCORPORATED COUNTY OF LOS ALAMOS

Attest:

By: _____
Harry Burgess, County Manager

Naomi D. Maestas, County Clerk

APPROVED TO FORM:

J. Alvin Leaphart, County Attorney

TNJLA, Inc.,
a New Mexico Corporation

By: _____
Name: _____
Title: _____

NOTICE OF PUBLIC HEARING OF AMENDED ORDINANCE NO. 695

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 the public hearing of Los Alamos County Ordinance No. 695, as amended by Council on October 1, 2019. This will be considered by the County Council at an open meeting on Tuesday, October 15, 2019, at 6:00 p.m., at the Los Alamos County Fire Station 3, 129 State Road 4, White Rock, New Mexico 87547. A full copy of the amended Ordinance 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. 695

AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT FOR PUBLIC SUPPORT OF TNJLA LLC, A NEW MEXICO CORPORATION

Council of the Incorporated County of Los Alamos

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

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

PUBLICATION DATE: October 3, 2019

ROI for 20th Street LEDA

Contributions from the County:

\$1,825,000 in Land (Includes value of Smart House)

Forego Descartes rent for the remaining 5.5 years of the lease. The lease is a sliding scale from \$41,874 per year - \$77,766 per year

Initially, it was assumed that a \$175,000 in contribution to the traffic signal might be needed, but recent developments indicate that the cost of a traffic signal will be included in a recently acquired grant from the State of New Mexico's DOT Safety Committee.

What does the County get in return:

\$10M investment in Los Alamos County's economy

+/- \$86,000 in property tax per year after project buildout

\$1,290,000 in property tax over 15 years

+/- \$130,000 per year in Lodger's Tax revenue

\$1,950,000 in Lodger's Tax revenue over 15 years

Approximately \$45,000 in GRT from meeting venue revenue

(catering, equipment rental, room rental, etc...)

\$675,000 in GRT over 15 years

Los Alamos County will receive some portion of GRT revenue on the construction of the project, however, based upon type of construction and methodology of FF&E purchasing this number can fluctuate between \$110,000 - \$350,000.

A minimum of 17 new jobs with an estimated payroll of (~\$465,000 per year)

\$6,975,000 in payroll over 15 years

(17 jobs does not count any ancillary - non hotel/event center - jobs potentially created)

Strategic Community Benefits:

Support of the EVSP 2010 and 2019, Comp Plan 2016, Tourism Strategic Plan 2018 and Council strategic goals (2017 & 2018)

Construction and operation of a conference center - previous County estimates for building this type of facility = ~\$2M and operation of the conference center (based on experience in Fuller Lodge operations the estimated cost of operating the conference center) = ~\$2M over 10 years, for a total of \$4M in avoided costs to taxpayers.

Support for the local economy – strategic planning documents call for a conference center to minimize current leakage of dollars from the County businesses; by hosting just one 4 day – 200 person event per month the County economy would retain ~\$500K/year (assuming a conservative \$50/day/person expenditure)

Support for LANL, N3B, Pebble Labs, and other employers by providing a needed meeting venue here in Los Alamos

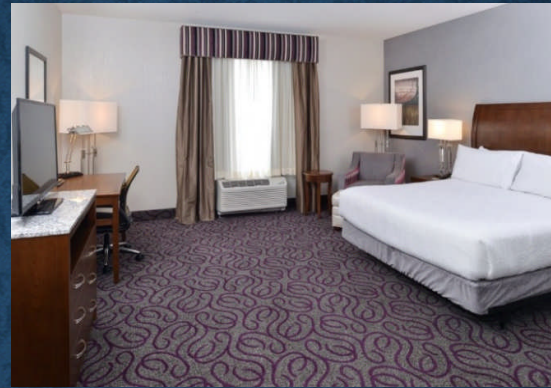
Support of local businesses that specialize in catering

Support of our citizens by providing a venue for reunions, weddings, and special events

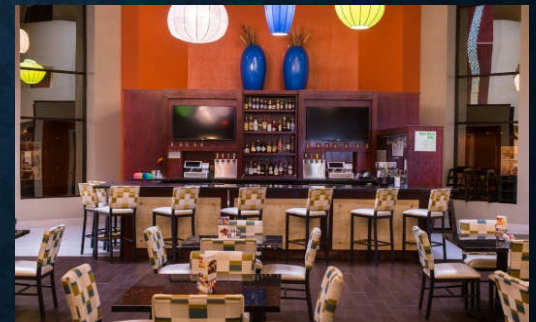
TNJ HOTELS & EVENT SPACES

Hobbs, NM and Oklahoma City, OK

HILTON GARDEN INN, HOBBS, NM



HOLIDAY INN EXPRESS, OKLAHOMA CITY



BUSINESS EVENTS



SOCIAL EVENT SPACES

OKC Holiday Inn



Simply Décor, ABQ



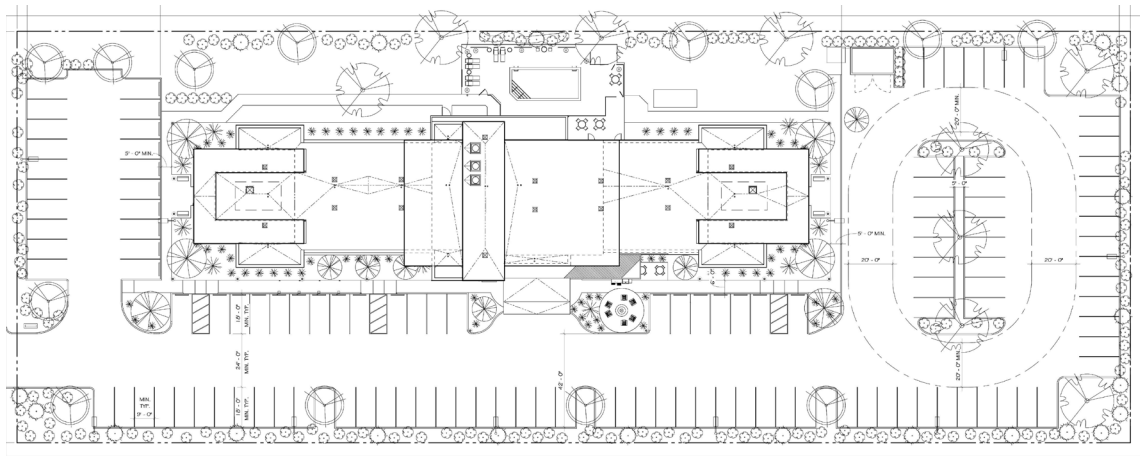
TOWNEPLACE SUITES®

BY MARRIOTT





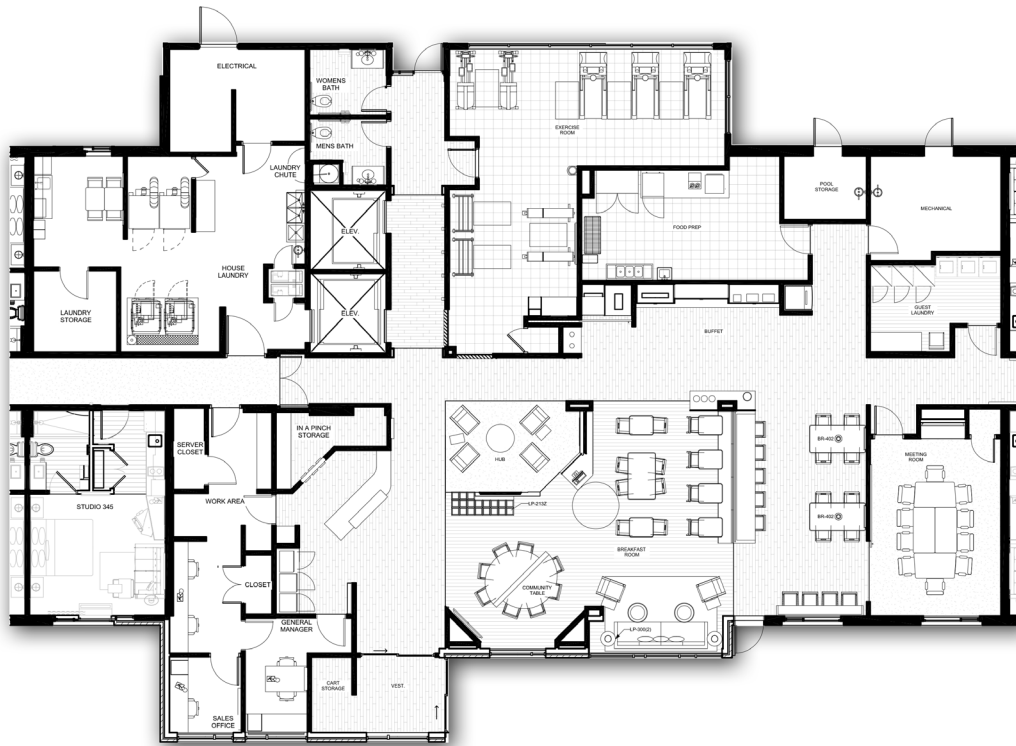
FRONT ELEVATION



SITE PLAN

Area Summary

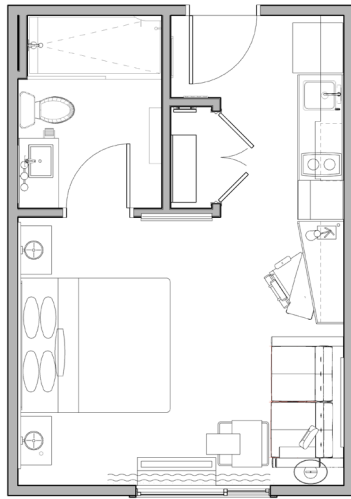
Building Length	301 feet
Building Depth	81 feet
Land	2.19 acres
Parking	126 spaces



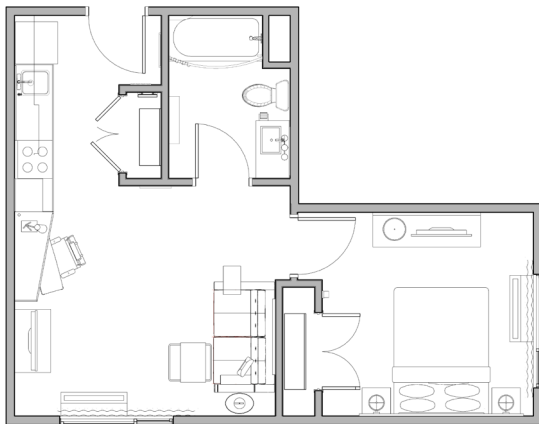
GROUND FLOOR



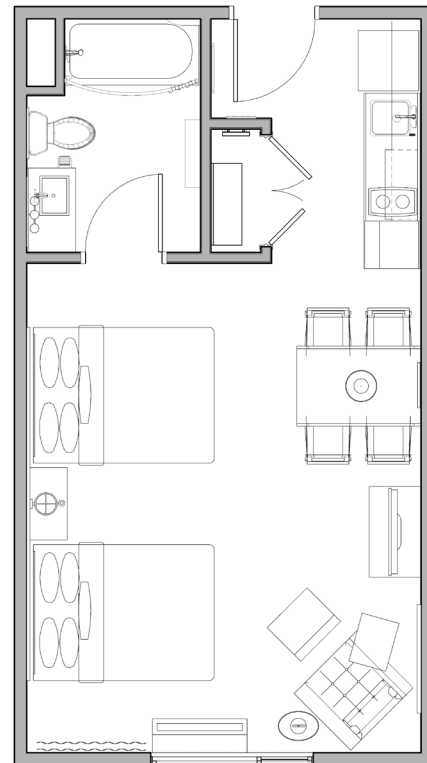
ATTACHMENT E



STUDIO



ONE BEDROOM



QUEEN QUEEN

Typical Unit Mix

Studio King	60-65%
Studio Queen/Queen	20-25%
One Bedroom Queen	10-15%

Optional Two Bedroom
(also available)

TownePlace Suites by Marriott - Criteria Facilities Program

GUEST SPACES					BACK-OF-HOUSE		TOTAL NET (SF)
Lobby Areas					Administration		
Vestibule					General Manager Office		
Welcome Deck					Sales Office		
Breakfast Room					Work Room		
Communal Table					Closet		
Connection Center					Lending		
Hub					Employee Areas		
Launching Pad					Break Room		
Public Restrooms					Engineering & Maintenance		
Total Lobby Areas					Engineer Maintenance Office		
Food & Beverage Front-of-House					Food & Beverage Back-of-House		
Buffet					Food Preparation		
Recreation Facilities					Laundry		
Fitness Center					Laundry Room		
Swimming Pool (Outdoor - Not Included)					Housekeeping		
Pool Equipment/Storage					Linen and Linen Chute Rooms		
Recreation Facilities Total					Storage		
Retail					Elevators		
In A Pinch					Elevators		
In A Pinch Storage					Elevator Equipment Room		
Retail Total					Property Technology		
Meeting Spaces					Server Closet		
Meeting Room					Mechanical, Plumbing & Electrical		
Guestrooms					Mechanical		
Studio King	59		305	17,995	Electrical		
Studio King X	6	60-65%	320	1,920	TOTAL BACK-OF-HOUSE SPACES		
Accessible Studio*	6		423	2,538	2,722		
Studio Queen/Queen	22	20-25%	393	8,646	SUMMARY		
Accessible Queen/Queen*	3		422	1,266	QUANTITY		
One Bedroom Queen	14	10-15%	449	6,286	TOTAL (SF)		
Accessible One Bedroom*	2		453	906	Total Number of Guestroom Room Floors		
Guestrooms Total	112			39,557	4		
Guestroom Corridors & Support					Total Number of Floors		
Guestroom Vestibule					4		
Corridors/Elevator Lobby					Guest Spaces		
Stairs					50,814		
Guest Laundry					Back-of-House		
Ice Machine					2,722		
Guestroom Corridors & Support Total					Total Net Building Area		
TOTAL GUEST SPACES					53,536		
50,814					Walls and Shafts (Estimated)		
					5,661		
					Total Gross Building Area		
					59,197		
					Total Square Feet per Room		
					529		

The information released by Marriott* International in this communication with respect to the TownePlace Suites by Marriott project is provided to the owner and franchise community merely as a guide and all information and supporting documentation serves solely as guidelines and is not, and should not be considered final. All plans regarding this project are routinely updated and remain subject to revision and clarification. *Comply with all governing regulations for size, percentage and quantity of accessible guestrooms. November 2018

TownePlace Suites by Marriott®

TownePlace Suites® is designed for extended stay travelers who want to feel at home and stay productive. With thoughtful service, comfortable spaces and local know-how, TownePlace makes the new feel familiar. With nearly 400 locations, hotels offer extraordinary value, including modern spacious suites with full kitchens and enhanced organization and productivity with the home office and elfa® closets from The Container Store®.

Key features include:

- Exterior featuring the beacon light element providing better visibility of the property
- Expansive public space with soft seating and areas to collaborate and enjoy meals
- Prep kitchen located behind the buffet allowing for easy access for service and replenishment
- Decor package, TurningPointS 2.0, in suites and public spaces featuring warm colors and upgraded wood features
- Larger layout of the fitness center
- Partnership with The Container Store providing elfa closets in all suites
- Partnership with Weber® featuring grills in the front BBQ patio along with Weber tools and spices available for guests to use

The brand's efficient cost model works in every market, from urban to tertiary with flexible spaces that can be sized to meet the market needs. By developing with Marriott, owners and franchisees harness the power of our industry leading sales, marketing, and loyalty engines. Visit marriottdevelopment.com to learn more about developing a TownePlace Suites by Marriott.



EXHIBIT "F"

LOS ALAMOS 20TH STREET SITE
PLANNING LOTS 1 THRU 6

OPTION #5 5/30/19

MARRIOTT TOWNPLACE SUITES HOTEL &
MEETING ROOMS DEVELOPMENT PLAN

PLAN NOTES:

- PROPERTY INFORMATION**
- COFFEE SHOP ON LOT 5.
 - PARKING ON LOT 4.
 - HOTEL WITH MEETING ROOMS ON LOTS 1, 2, 3, & 6.
 - HOTEL INCLUDES 11 ROOMS ON FIRST FLOOR AND 25 ROOMS ON EACH FLOOR ABOVE THE FIRST FLOOR - TOTAL 86 ROOMS.
 - MEETING ROOMS & SUPPORT WITH PRE-FUNCTION AREAS AS SHOWN = 7,382 SQFT. (SEE CONFERENCE CENTER NOTES)

- ZONING INFORMATION**
- ZONING AND SETBACKS AS DESIGNATED BY CITY.
 - PARKING WILL CONSIST OF CROSS PARKING ON AND OFF SITE.
 - TYPICAL PARKING STALLS ARE SHOWN AS 9'-0" X 20'-0" TO BACK OF CURB, CITY WILL ACCEPT 9'-0" X 18'-0" TO FRONT OF CURB.
 - TYPICAL TWO WAY DRIVES CONSIST OF 24'-0" WIDE ROAD WITH 2'-0" CURB & GUTTERS EACH SIDE.

- PARKING INFORMATION**
- PARKING REQUIREMENT BY CITY.
 - HC PARKING STALLS = COUNTS WILL BE DETERMINED AT A LATER DATE.
 - PARKING AS SHOWN ON PLAN.

CONF. CENTER NOTES:

MEETING ROOM A - 2,365 SQFT / 15 = 158 oc.
MEETING ROOM B - 1,700 SQFT / 15 = 114 oc.
MEETING ROOM C - 402 SQFT / 15 = 27 oc.
MEETING ROOM OCCUPANT TOTAL = 299 oc.

- PREFUNCTION AREA 20'-0" WIDE
- STORAGE = 455 SQFT
- CATERING KITCHEN = 477 SQFT (3 oc.)
- 16" WIDE EXTERIOR DECK WITH CANYON VIEWS (NOT INCLUDED IN ROOM CALCULATIONS)

PLUMBING FIXTURE CODE REQUIREMENTS
MALE = 1 PER 125
FEMALE = 1 PER 65
LAVATORIES = 1 PER 200
SERVICE SINK = 1

