



County of Los Alamos

Minutes

County Council – Regular Session

*Denise Derkacs, Council Chair, Theresa Cull, Council Vice-Chair,
Melanee Hand, Suzie Havemann, Keith Lepsch,
David Reagor, and Randall Ryti, Councilors*

Tuesday, August 8, 2023

6:00 PM

Council Chambers – 1000 Central Avenue
TELEVISED

1. OPENING/ROLL CALL

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

Council Chair Derkacs made opening remarks regarding the procedure of the meeting.

Ms. Linda Matteson, Deputy County Manager, listed the county employees in attendance via Zoom.

The following Councilors were in attendance:

**Present: 6 – Councilor Derkacs, Councilor Hand, Councilor Havemann,
Councilor Lepsch, Councilor Reagor, and Councilor Ryti**

Remote: 1 – Councilor Cull

2. PLEDGE OF ALLEGIANCE

Led by: All.

3. PUBLIC COMMENT

None.

4. APPROVAL OF AGENDA

Councilor Derkacs noted that the agenda posted online has two items E on the Consent Agenda and that the last one should be item G.

A motion was made by Councilor Ryti, seconded by Councilor Hand, to approve the agenda with the correction.

The motion passed with the following vote:

**Yes: 7 – Councilor Cull, Councilor Derkacs, Councilor Hand, Councilor Havemann,
Councilor Lepsch, Councilor Reagor, and Councilor Ryti**

5. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

A. Proclamation Declaring August 2023 as "Bear Month" in Los Alamos County

Councilor Ryti read and presented the proclamation to James Robinson and Kristen O'Hara.

Mr. James Robinson, Secretary, Land of Enchantment Wildlife Foundation, spoke.

6. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA

None.

7. CONSENT AGENDA

Councilor Ryti noted that there is a purchase for another group of bear carts on the Consent Agenda.

Consent Motion:

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

A. Approval of County Council Minutes for the July 18, 2023 Work Session and the July 25, 2023 Regular Session

I move that Council approve the County Council Minutes for the July 18, 2023 Work Session and the July 25, 2023 Regular Session.

B. Approval of Services Agreement No. AGR23-921 between Los Alamos County and Avail Technologies, Inc. in the Amount of \$373,471.22, plus Applicable Gross Receipts Tax, for the term of four years, for the Purchase of Intelligent Transportation System (ITS) Components and Services

I move that Council Approval of Services Agreement No. AGR23-921 between Los Alamos County and Avail Technologies, Inc. in the Amount of \$373,471.22, plus Applicable Gross Receipts Tax, for the term of four years, for the Purchase of Intelligent Transportation System (ITS) Components and Services.

C. Approval of AGR 23-71a with Young Environmental Services, Inc. dba Envirotec, Inc. and AGR 23-71b with Southwest Hazard Control, Inc., for On-Call Asbestos and Other Hazardous Materials Abatement Services in the Aggregate Amount Not to Exceed \$3,000,000 excluding Applicable Gross Receipts Tax Over a Seven-Year Period

I move that Council Approve Services Agreement No. AGR 23-71a with Young Environmental Services, Inc. dba Envirotec, Inc. and AGR 23-71b with Southwest Hazard Control, Inc., for On-Call Asbestos and Other Hazardous Materials Abatement Services in the Aggregate Amount Not to Exceed \$3,000,000 excluding Applicable Gross Receipts Tax Over a Seven-Year Period.

- D. Approval of AGR 23-70a with Acme Environmental, Inc., and AGR 23-70b with Young Environmental Services, Inc. dba Envirotec, Inc. for On-Call Asbestos and Other Hazardous Materials Testing Services in the Aggregate Amount Not to Exceed \$500,000 excluding Applicable Gross Receipts Tax Over a Seven Year Period

I move that Council Approve Services Agreement No. AGR 23-70a with Acme Environmental, Inc., and AGR 23-70b with Young Environmental Services, Inc. dba Envirotec, Inc. for On-Call Asbestos and Other Hazardous Materials Testing Services in the Aggregate Amount Not to Exceed \$500,000 excluding Applicable Gross Receipts Tax Over a Seven Year Period.

- E. Approval of Relocation of Public Art Collection Piece "Untitled" by John Dorman to the Rotunda inside the Mesa Public Library

I move that the Council approve the relocation of "Untitled" by John Dorman to the rotunda inside the Mesa Public Library.

- F. Approval to Purchase Automated Bear Resistant Roll Carts from Rehrig Pacific Company in an Amount Not to Exceed \$300,000

I move that Council approve the purchase of Automated Bear Resistant Roll Carts from Rehrig Pacific Company in an amount not to exceed \$300,000.

- G. Board/Commission Appointment - Parks and Recreation Board

I move that Council appoint Brian Watkins to the Parks and Recreation Board for a full term beginning December 1, 2022 and ending November 30, 2024.

Approval of the Consent Agenda:

The motion passed with the following vote:

Yes: 7 – Councilor Cull, Councilor Derkacs, Councilor Hand, Councilor Havemann, Councilor Lepsch, Councilor Reagor, and Councilor Ryti

8. PUBLIC HEARING(S)

- A. Incorporated County of Los Alamos Resolution No. 23-25 to authorize the application to New Mexico Department of Transportation (NMDOT) for Federal Fiscal Year 2025 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program for an estimated total amount of \$223,471 to fund an ACT Assist Replacement Vehicle for Atomic City Transit; committing to the local match in the amount of \$44,694 to fund the Section 5310 Transit Program for Federal Fiscal Year 2025

Mr. Juan Real, Public Works Director, spoke.
Mr. James Barela, Transit Manager, presented.

Public comment:
None.

A motion was made by Councilor Ryti, seconded by Councilor Hand, to approve Incorporated County of Los Alamos Resolution No. 23-25 to authorize the application to New Mexico Department of Transportation (NMDOT) for Federal Fiscal Year 2025 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program for an estimated total amount of \$223,471 to fund ACT Assist Replacement Vehicle for Atomic City Transit; committing to the local match in the amount of \$44,694 to fund the Section 5310 Transit Program for Federal Fiscal Year 2025.

The motion passed with the following vote:

Yes: 7 – Councilor Cull, Councilor Derkacs, Councilor Hand, Councilor Havemann, Councilor Lepsch, Councilor Reagor, and Councilor Ryti

- B. Incorporated County of Los Alamos Resolution No. 23-26 to authorize the application to New Mexico Department of Transportation (NMDOT) for Federal Fiscal Year 2025 Section 5311 Public Rural Transportation program for an estimated total amount of \$ 4,720,573 to fund the Administrative, Operating and Capital needs of Atomic City Transit; Committing the Local Match in the amount of \$2,052,509 to fund the Section 5311 Transit Program for Federal Fiscal Year 2025

Mr. Juan Real, Public Works Director, spoke.
Mr. James Barela, Transit Manager, presented.

Public comment:
None.

A motion was made by Councilor Hand, seconded by Councilor Havemann, that Council approve Incorporated County of Los Alamos Resolution No. 23-26 to authorize the application to New Mexico Department of Transportation (NMDOT) for Federal Fiscal Year 2025 Section 5311 Public Rural Transportation program for an estimated total amount of \$4,720,573 to fund the Administrative, Operating and Capital needs of Atomic City Transit; Committing the Local Match in the amount of \$2,052,509 to fund the Section 5311 Transit Program for Federal Fiscal Year 2025.

The motion passed with the following vote:

Yes: 7 – Councilor Cull, Councilor Derkacs, Councilor Hand, Councilor Havemann, Councilor Lepsch, Councilor Reagor, and Councilor Ryti

9. BUSINESS

- A. Consideration and Possible Approval of the FY2025 Through FY2029 State Infrastructure and Capital Improvement Plan (ICIP) Submission

Ms. Danielle Duran, Intergovernmental Affairs Manager, presented.
Ms. Anne Laurent, Deputy County Manager, spoke.

Public comment:
None.

A motion was made by Councilor Lepsch, seconded by Councilor Hand, that Council approve the submission to the State of the ICIP as presented in Attachment A as recommended by the Los Alamos County Council Region and State Committee.

The motion passed with the following vote:

Yes: 7 – Councilor Cull, Councilor Derkacs, Councilor Hand, Councilor Havemann, Councilor Lepsch, Councilor Reagor, and Councilor Ryti

- B. Consideration and Possible Approval of Services Agreement No. AGR 23-955 with American Arena, LLC in an Amount Not to Exceed \$450,000 plus applicable Gross Receipts Tax for Installation of a Temporary Chiller System at the Ice Rink**

Mr. Eric Martinez, Deputy Public Works Director, presented.

Ms. Sara Rhoton, Capital Projects & Facilities Manager, presented.

Mr. Miguel Jimenez, Project Manager, presented.

Public comment:

Mr. Kevin Brake spoke.

Ms. Tiffany Pezullo spoke.

Ms. Spring Smith spoke.

Mr. Darren Meadows spoke.

A motion was made by Councilor Havemann, seconded by Councilor Ryti, that Council approve Services Agreement No. AGR 23-955 with American Arena, LLC in an amount not to exceed \$450,000 plus applicable Gross Receipts Tax for Installation of a Temporary Chiller System at the Ice Rink.

The motion passed with the following vote:

Yes: 7 – Councilor Cull, Councilor Derkacs, Councilor Hand, Councilor Havemann, Councilor Lepsch, Councilor Reagor, and Councilor Ryti

- C. Consideration and Possible Approval of a Conveyance and Development Agreement with PHC-Los Alamos, Inc. for the Conveyance of Real Property Located along Trinity Drive to Los Alamos County to construct the Finch Street Extension; and Related Budget Revision 2024-06**

Mr. Eric Ulibarri, County Engineer, presented.

Ms. Tracie Stratton, CEO, Los Alamos Medical Center, spoke.

Public comment:

Ms. Tracie Stratton spoke.

A motion was made by Councilor Hand, seconded by Councilor Ryti, to approve a Conveyance and Development Agreement with PHC-Los Alamos, Inc. for the conveyance of real property located along Trinity Drive to Los Alamos County to construct the Finch Street Extension and include related Budget Revision 2024-06. She further moved that Council authorize the County Manager to execute the agreement in substantially the same form as Attachment A and take all steps necessary to complete the transaction.

The motion passed with the following vote:

Yes: 6 – Councilor Derkacs, Councilor Hand, Councilor Havemann, Councilor Lepsch, Councilor Reagor, and Councilor Ryti

No: 1 – Councilor Cull

RECESS

Councilor Derkacs called for a recess at 7:54 p.m. The meeting reconvened at 8:07 p.m.

10. BUSINESS

A. General Council Business

None.

B. Appointments

1) Board/Commission Appointments - Planning and Zoning Commission

Ms. Sobia Sayeda, Planning Manager, spoke.

Councilor Hand presented.

Ms. Linda Matteson, Deputy County Manager, spoke.

Mr. Alvin Leaphart, County Attorney, spoke.

A motion was made by Councilor Ryti, seconded by Councilor Reagor to nominate Joshua Muck, Katherine Bruell, Rebecca White, Stephanie Nakhleh, and Una Smith to fill three vacancies on the Planning and Zoning Commission and move that Council appoint three nominees to the vacant positions as follows:

By roll call vote, Councilors vote for three nominees, and the two nominees with the two highest totals of four or more will be appointed to fill the two terms beginning April 01, 2023 and ending March 31, 2026 and the third nominee with the next highest total of four or more votes will be appointed to the term beginning April 1, 2022 and ending March 31, 2025.

Councilor Derkacs called for a roll call vote to appoint members to the Planning and Zoning Commission:

Councilors Cull, Derkacs, Hand, Havemann, Lepsch, Reagor, and Ryti voted for:
Stephanie Nakhleh

Councilors Cull, Derkacs, Hand, Havemann, Lepsch, and Ryti voted for:
Katherine Bruell

Councilors Cull, Derkacs, Hand, Havemann, Lepsch, and Reagor voted for:
Rebecca White

Councilor Reagor voted for:
Joshua Muck

Councilor Ryti voted for:
Una Smith

After a roll call vote, Ms. Stephanie Nakhleh was appointed to a term beginning April 1, 2023 and ending March 31, 2026.

A motion was made by Councilor Ryti, seconded by Councilor Havemann, that Council, by roll call vote, vote for one nominee to fill the term beginning April 1, 2023 and ending March 31, 2026.

Councilors Cull, Derkacs, Hand, Havemann, Lepsch, and Ryti voted for:
Katherine Bruell

Councilor Reagor voted for:
Rebecca White

After a roll call vote, Ms. Katherine Bruell was appointed to a term beginning April 1, 2023 and ending March 31, 2026 and Ms. Rebecca White was appointed to a term beginning April 1, 2022 and ending March 31, 2025.

C. Board, Commission, and Committee Vacancy Report

1) Board, Commission and Committee Vacancy Report

Ms. Linda Matteson, Deputy County Manager, noted that the Committee Vacancy Report is a snapshot of vacancies on the boards and ask Council and public to look over to recommend and consider whether they would like to apply for those vacancies.

D. Board, Commission, and Committee Liaison Reports

Councilor Havemann reported on the Environmental Sustainability Board.

Councilor Hand reported on the Historic Preservation Advisory Board and a joint meeting of the Tourism Implementation Task Force and Lodgers' Tax Advisory Board.

Councilor Ryti reported on the joint meeting of the Tourism Implementation Task Force and Lodgers' Tax Advisory Board, Energy Communities Alliance Executive Board, Library Board, and the Coalition of Sustainable Communities in New Mexico.

E. County Manager's Report

Deputy County Manager Anne Laurent reported on the Energy Communities Alliance meeting the County hosts next week, the Blackfeather fire, and the DOT project at Jemez Road and Highway 4.

F. Council Chair Report

Chair Derkacs reported that she attended the weekly agenda-setting meeting and the weekly meetings with the County Manager and County Attorney. She also reported that she participated in the County FY23 Audit Entrance Conference. She also met with the HR Manager, County Attorney, and Deputy County Manager Matteson to begin discussions for the County Manager hiring process and attended a DOE working presentation about the TA-54 cleanup progress.

1) County Manager Recruitment

Chair Derkacs gave an update on the process for recruiting a new County Manager.

G. Approval of Councilor Expenses

None.

H. Preview of Upcoming Agenda Items

1) Tickler Report of Upcoming Agenda Items

Councilor Derkacs noted the tickler report attached to the online agenda with upcoming Council Meeting topics.

11. COUNCILOR COMMENTS

Councilor Hand reported that the North Central Regional Transit Board is actively discussing an eventual transition to electric buses.

Councilor Lepsch noted that humans do not contract the West Nile virus from dead birds, but from infected mosquitoes and urged the public to use repellent.

Councilor Cull reminded the public of the Rodeo Parade on Saturday and that the Council will be at the County Fair near Ashley Pond between 10:00 a.m. and 2:00 p.m.

12. PUBLIC COMMENT

None.

13. ADJOURNMENT

The meeting adjourned at 8:47 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Denise Derkacs, Council Chair

Attest:

Naomi D. Maestas, County Clerk

Meeting Transcribed by: Allison Collins, Deputy Clerk

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REVISED 7.B

Item pulled for further discussion under **Public Hearings** Business.

REVISED ITEM 8.B MOVED TO 9.A

8. PUBLIC HEARING(S)

- A. Incorporated County of Los Alamos Code Ordinance No. 02-349 An Ordinance Amending Chapter 2, Article III, Section 2-111 of the Code of the Incorporated County of Los Alamos Adjusting the Compensation of the County Council

Mr. Steven Lynne, County Manager, presented.

Mr. Alvin Leaphart, County Attorney, spoke.

Public comment:

None.

A motion was made by Councilor Havemann, seconded by Councilor Ryti, that Council adopt Incorporated County of Los Alamos Ordinance No. 02-349: An Ordinance Amending Chapter 2, Article III, Section 2-111 of the Code of the Incorporated County of Los Alamos Adjusting the Compensation of the County Council and asked staff to assure that it is published as provided in the County Charter.

The motion passed with the following vote:

Yes: 5 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, and Councilor Ryti

No: 1 – Councilor Reagor

Absent: 1 – Councilor Lepsch

9. BUSINESS

- A. General Council Business

Consent Item 7.B

Approval of General Services, Agreement No. AGR24-905 with Los Alamos Commerce and Development Corporation in the Amount of \$1,997,072.33, plus Applicable Gross Receipts Tax, for the Purpose of MainStreet and Creative District Services

ID	Year	Rank	Project Title	Funded to date	2025	2026	2027	2028	2029	Total Project Cost	Amount Not Yet Funded
27951	2025	1	Jemez Mtns Regional Fire Prot Phase 2	11,000,000	4,000,000	-	-	-	-	15,000,000	4,000,000
40220	2025	2	Fire Station Replacement 4	2,000,000	3,750,000	-	7,500,000	-	-	13,250,000	11,250,000
31545	2025	3	DP Rd Affordable Housing Infrastructure & Road	5,300,000	2,500,000	-	-	-	-	7,800,000	2,500,000
25476	2025	4	North Mesa Affordable Housing Project	1,700,000	3,000,000	-	-	-	-	4,700,000	3,000,000
40219	2025	5	Transit Center	500,000	5,000,000	-	-	-	-	5,500,000	5,000,000
29911	2025	6	Fiber Middle Mile & Backbone	2,000,000	10,000,000	-	-	-	-	12,000,000	10,000,000
New	2025	7	N Mesa/San Idelfonso Road Waterlline Replacement	-	2,000,000	-	-	-	-	2,000,000	2,000,000
39217	2027	8	Denver Steels Phase2	-	1,350,000	-	-	-	-	1,350,000	1,350,000
New	2025	9	EV Charging Infrastructure	-	4,000,000	-	-	-	-	4,000,000	4,000,000
New	2025	10	Fire Station 6 Improvements	-	3,750,000	-	-	-	-	3,750,000	3,750,000
34891	2025	11	White Rock Town Center & Longview Dr	-	2,500,000	-	-	-	-	2,500,000	2,500,000
36486	2025	12	Historic WAC Building Restoration	955,000	3,650,000	-	-	-	-	4,605,000	3,650,000
34892	2025	13	Aspen School Area Waterline, Sewer line & Road	-	3,500,000	-	-	-	-	3,500,000	3,500,000
New	2025	14	Food Composting Station	-	4,000,000	-	-	-	-	4,000,000	4,000,000
34895	2025	15	Social Services Colocation Facilities	500,000	4,500,000	-	-	-	-	5,000,000	4,500,000
36487	2025	16	Carbon Free Power Project - Design & Permitting	1,200,000	1,000,000	-	-	-	-	2,200,000	1,000,000
40223	2025	17	MRA - WR Metropolitan Redevelopment Area	1,000,000	4,000,000	300,000	-	-	-	5,300,000	4,300,000
37729	2025	18	Finch Street Infrastructure - Econ Dev Infrastruct	-	2,500,000	-	-	-	-	2,500,000	2,500,000
36802	2025	19	Local Fiber Infrastructure	400,000	250,000	250,000	250,000	-	-	1,150,000	750,000
39162	2025	20	Community Broadband	500,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	25,500,000	25,000,000
25256	2025	21	White Rock Non Potable Water System Expansion	2,650,000	1,800,000	1,200,000	1,500,000	720,000	1,200,000	9,070,000	6,420,000
36812	2025	22	Entrance Park Parking Lot Repaving	-	25,000	-	-	-	-	25,000	25,000
36816	2025	23	Park and Ride Stop on Trinity Drive	-	200,000	-	-	-	-	200,000	200,000
34198	2025	24	Bike Share Program	-	100,000	-	-	-	-	100,000	100,000
36803	2025	25	Wildlife Resistant Container	2,440,590	300,000	300,000	300,000	300,000	300,000	3,940,590	1,500,000
New	2025	26	Emergency Operations Center	-	1,000,000	-	-	-	-	1,000,000	1,000,000
26383	2025	27	Overhead Dist & Pole Replacement	300,000	525,000	375,000	450,000	450,000	750,000	2,850,000	2,550,000
25474	2025	28	Major Network Replacement	300,000	250,000	250,000	250,000	250,000	-	1,300,000	1,000,000
34863	2025	29	Tourism Wayfinding Signage	450,000	325,000	-	-	-	-	775,000	325,000
34203	2025	30	White Rock Visitor Center Site Improvements	50,000	700,000	-	-	-	-	750,000	700,000
25169	2025	31	URD Replacement (cables, jboxes, pedest	350,000	2,400,000	1,800,000	2,250,000	1,800,000	1,500,000	10,100,000	9,750,000
25481	2025	32	Public Safety Radio System	74,000	2,000,000	-	-	-	-	2,074,000	2,000,000
31550	2025	33	Storm Water Management	-	500,000	500,000	-	-	-	1,000,000	1,000,000
34207	2025	34	Recreation Trail Restoration	-	500,000	-	-	-	-	500,000	500,000
33121	2025	35	Transit Fleet Expansion to support	-	650,000	-	-	-	-	650,000	650,000
33130	2025	36	ADA Transition Plan	65,000	50,000	-	-	-	-	115,000	50,000
25489	2025	37	Betty Ehart Senior Center Facilities	140,000	1,500,000	-	-	-	-	1,640,000	1,500,000
34219	2025	38	Overlook Park Ballfield Lights	-	900,000	-	-	-	-	900,000	900,000
36793	2025	39	Ice Rink Chiller System and Floor Replacement	-	2,500,000	-	-	-	-	2,500,000	2,500,000
34232	2025	40	Los Alamos Wastewater Treatment Plant	-	450,000	-	-	-	-	450,000	450,000
36801	2025	41	Downtown Structured Parking	-	10,000,000	-	-	-	-	10,000,000	10,000,000
34865	2025	42	Los Alamos Visitors Center	-	2,000,000	-	-	-	-	2,000,000	2,000,000
28019	2025	43	Construct Airport Maintenance Storage	-	480,000	-	-	-	-	480,000	480,000
36705	2025	44	Fire Station Facilities Maintenance	-	660,000	-	-	-	-	660,000	660,000
34893	2025	45	Canada del Buey Multiuse Trail Extension	-	1,000,000	-	-	-	-	1,000,000	1,000,000
36837	2025	46	EA-4 Electric Power Line Replacement	300,000	450,000	7,500,000	-	-	-	8,250,000	7,950,000

Los Alamos County Council
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August 8, 2023
Item 9.A Attachment A

ID	Year	Rank	Project Title	Funded to date	2025	2026	2027	2028	2029	Total Project Cost	Amount Not Yet Funded
39199	2025	47	SCADA Pressure Sensing Stations	-	325,000	-	-	-	-	325,000	325,000
39201	2025	48	Kimberly Sewer Lift Station & Wet Well	-	185,000	-	-	-	278,000	463,000	463,000
39203	2025	49	Central Avenue Water/Gas/Sewer Improvements	-	662,761	-	-	-	-	662,761	662,761
34206	2025	50	NM4 E Jemez Intersection Improvement	1,000,000	4,000,000	-	-	-	-	5,000,000	4,000,000
35068	2025	51	Tween Center	400,000	4,500,000	-	-	-	-	4,900,000	4,500,000
34102	2025	52	Manhattan Project Interpretive Features	200,000	100,000	-	-	-	-	300,000	100,000
25488	2025	53	Central Ave Road Project (4th to 9th)	-	2,500,000	-	-	-	-	2,500,000	2,500,000
33134	2025	54	Cultural Facilities Major Facility Maintenance	50,000	1,200,000	-	-	-	-	1,250,000	1,200,000
34197	2025	55	Mainstreet Street Lights	-	100,000	-	-	-	-	100,000	100,000
36814	2025	56	Overlook Park Maintenance Building	-	350,000	-	-	-	-	350,000	350,000
36822	2025	57	Security Cameras at Parks & Facilities	-	200,000	-	-	-	-	200,000	200,000
40226	2025	58	Waste Water Treatment Plant Road	-	376,087	-	-	-	-	376,087	376,087
40221	2025	59	Housing Infrastructure	4,000,000	3,000,000	-	-	-	-	7,000,000	3,000,000
40222	2025	60	LA Downtown Revitalization and Parking	500,000	5,000,000	3,000,000	-	-	-	8,500,000	8,000,000
40228	2025	61	El Vado Controls Upgrade	-	500,000	550,000	-	-	-	1,050,000	1,050,000
40230	2025	62	Tank Piping Upgrade	100,000	1,350,000	-	-	-	-	1,450,000	1,350,000
39206	2025	63	Bathtub Row/Nectar/Peach Water and Sewer	-	988,038	-	-	-	-	988,038	988,038
40235	2025	64	SCADA Transition Project	-	1,500,000	-	-	-	-	1,500,000	1,500,000
40238	2025	65	White Rock URD Replacement	-	3,000,000	1,200,000	2,200,000	1,800,000	1,200,000	9,400,000	9,400,000
40241	2025	66	Paint Guaje Booster Station Tanks	-	2,800,000	-	-	-	-	2,800,000	2,800,000
34196	2025	67	Airport Fuel Farm	-	3,300,000	-	-	-	-	3,300,000	3,300,000
33113	2025	68	Multi-use Trails-Bikeway-Pedestrian Facilities	583,000	4,080,000	-	-	-	-	4,663,000	4,080,000
34869	2025	69	Fuller Lodge Major Facilities Maintenance	200,000	2,314,011	-	-	-	-	2,514,011	2,314,011
33120	2025	70	Community Building Major Facilities	-	530,000	-	-	-	-	530,000	530,000
31549	2025	71	Trinity Drive Safety Improvements	-	8,900,000	-	-	-	-	8,900,000	8,900,000
36807	2025	72	Mountain Bike Trail Amenities	500,000	1,000,000	-	-	-	-	1,500,000	1,000,000
40224	2025	73	Deacon Street	2,189,000	2,000,000	-	-	-	-	4,189,000	2,000,000
39136	2025	74	NM4 Crossing adn Trail Improvements	250,000	2,500,000	-	-	-	-	2,750,000	2,500,000
25490	2025	75	Mesa Public Library MFM	3,000,000	600,000	-	-	-	-	3,600,000	600,000
New	2025	76	Abiquiu Draft Tube	-	450,000	-	-	-	-	450,000	450,000
New	2025	77	New Gate PRV Chamber	-	200,000	-	-	-	-	200,000	200,000
New	2025	78	Elk Ridge Gas System Replacement	-	400,000	400,000	400,000	-	-	1,200,000	1,200,000
New	2025	79	El Vado Penstock Valve Bypass Valve	-	75,000	-	-	-	-	75,000	75,000
New	2025	80	Abiquiu Propane Tank Replacement	-	50,000	-	-	-	-	50,000	50,000
New	2025	81	Water Production Booster Station Mechanical and	-	2,000,000	-	-	-	-	2,000,000	2,000,000
New	2025	82	Diamond Drive Non Potable Connections	-	750,000	-	-	-	-	750,000	750,000

Los Alamos County Council
Regular Session
August 8, 2023
Item 9.A Attachment A

ID	Year	Rank	Project Title	Funded to date	2025	2026	2027	2028	2029	Total Project Cost	Amount Not Yet Funded
36795	2026	1	El Vado Ultrasonic Flow Meter	-	-	150,000	-	-	-	150,000	150,000
36809	2026	2	Golf Course Maintenance Building	-	-	270,000	-	-	-	270,000	270,000
34240	2026	3	Townsite 14" Pipeline Renewal WP	-	-	3,000,000	-	-	-	3,000,000	3,000,000
36838	2026	4	Gas Pipeline Repair & Replacement/Equipment	-	-	75,000	75,000	75,000	75,000	300,000	300,000
37746	2026	5	North Community Backyard Sewer Mains	-	-	285,000	285,000	308,000	-	878,000	878,000
39211	2026	6	Fairway Water & Sewer Replacement (PW Road Project)	-	-	970,000	-	-	-	970,000	970,000
40244	2026	7	Camp May Campground Renovation	-	-	2,500,000	-	-	-	2,500,000	2,500,000
40246	2026	8	GWS/ED Facilities at WR WWTP	-	-	375,000	-	-	-	375,000	375,000
New	2026	9	Abiquiu High Bay Ladder & Roof Hatch	-	-	120,000	-	-	-	120,000	120,000
New	2026	10	WR Trickling Filters NP Storage Conversion	-	-	800,000	-	-	-	800,000	800,000
37748	2027	1	Los Alamos County Senior Center Meal	-	-	-	65,000	-	-	65,000	65,000
37749	2027	2	Los Alamos County Senior Center Transport Van	-	-	-	60,000	-	-	60,000	60,000
39214	2027	3	Abiquiu Rewind Study	-	-	-	250,000	-	-	250,000	250,000
40263	2027	4	Paint Pajarito Tank 4A	-	-	-	1,500,000	-	-	1,500,000	1,500,000
34239	2028	1	Replace Airport Terminal Building	-	-	-	-	5,000,000	-	5,000,000	5,000,000
39218	2028	2	East Gate Substation Study	-	-	-	-	300,000	-	300,000	300,000
36818	2028	3	Abiquiu Runner Repair/Replacement	-	-	-	-	500,000	-	500,000	500,000
New	2028	4	Townsite Station Breaker Replacement	-	-	-	-	750,000	-	750,000	750,000
New	2028	5	Drill New Water Well to Replace Guaje #1A Well	-	-	-	-	7,500,000	-	7,500,000	7,500,000
New	2028	6	Group 12 New Water Tank 2	-	-	-	-	1,500,000	-	1,500,000	1,500,000
New	2028	7	Repaint Western Area Tank	-	-	-	-	600,000	-	600,000	600,000
40241	2029	1	Paint Guaje Booster Station Tanks	-	-	-	-	-	2,800,000	2,800,000	2,800,000
New	2029	2	White Rock Substation Unit 1 Transformer	-	-	-	-	-	1,500,000	1,500,000	1,500,000
New	2029	3	Eastern Area Waterline Replacement	-	-	-	-	-	3,769,000	3,769,000	3,769,000
New	2029	4	Rover & Pinon Park Pipeline Connections	-	-	-	-	-	2,000,000	2,000,000	2,000,000
New	2029	5	Airport Canyon Sewer Drop Replacement	-	-	-	-	-	1,700,000	1,700,000	1,700,000

CONVEYANCE AND DEVELOPMENT AGREEMENT

THIS CONVEYANCE AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made on the “**Agreement Date**” (as defined in Section 5.01) by and among **PHC-Los Alamos, Inc.**, a New Mexico corporation d/b/a Los Alamos Medical Center (the “**Hospital**”), and the **Incorporated County of Los Alamos**, a political subdivision of the State of New Mexico (the “**County**”).

WITNESSETH

WHEREAS, the Hospital is the owner of certain real property located at 3917 West Road, Los Alamos, New Mexico, as more particularly described on Exhibit A attached hereto, and all rights and appurtenances pertaining thereto including any right, title, and interest of Hospital in and to adjacent parking lots, drives, grounds, streets, alleys or rights-of-way (collectively, the “**Hospital Property**”); and

WHEREAS, the County desires to acquire the portion of the Hospital Property more particularly described in Exhibit B attached hereto (the “**Conveyed Property**”) as a part of a public condemnation to facilitate road widening improvements to Trinity Drive (the “**Widening Project**”); and

WHEREAS, in consideration for the conveyance of the Conveyed Property from the Hospital to the County for the Widening Project, the County has agreed to perform certain improvements to the Hospital Property more particularly depicted on Exhibit C attached hereto, including, without limitation, the construction of a deceleration lane and the reconfiguration of an entrance and parking lot on the Hospital Property, which shall include the paving and restriping of the entirety of such parking lot (collectively, the “**Hospital Improvements**”); and

WHEREAS, in further consideration for the conveyance of the Conveyed Property from the Hospital to the County for the Widening Project, the County has agreed to, upon such conveyance, pay to the Hospital a credit in the amount of **TWENTY-THREE THOUSAND NINE HUNDRED AND NO/100 DOLLARS** (\$23,900.00) (the “**Signage Credit**”) for the purpose of obtaining and installing a sign of similar size and quality to the Hospital's existing monument sign (the “**Hospital Signage**”), which is in addition to the Construction Funds (as defined below); and

WHEREAS, the County estimates the costs for constructing the Hospital Improvements will be approximately **TWO HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS** (\$264,450.00) (the “**Construction Funds**”), and the County has appropriated the amount of the Signage Credit and the amount of the Construction Funds for the purposes set forth herein; and

WHEREAS, the County intends to procure the services of a contractor (the “**Selected Contractor**”) to construct the Hospital Improvements; and

WHEREAS, the parties desire to enter into this Agreement in order to set forth the terms and conditions by which the Conveyed Property shall be conveyed to the County, the Hospital Improvements shall be completed, and the Construction Funds may be held and disbursed.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the foregoing premises, which are hereby incorporated into this Agreement verbatim, together with \$10.00 cash in hand tendered by each party to the other, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

CONVEYANCE OF PROPERTY

1.01 **Conveyance.** Upon the execution of a contract between the County and the Selected Contractor to construct the Hospital Improvements, the Hospital shall execute and deliver to County a quitclaim deed in the form attached hereto as **Exhibit D** (the “**Deed**”). Upon delivery of the Deed from the Hospital to County, County shall also pay the Signage Credit to the Hospital in immediately available funds.

1.02 **Representations and Warranties of the Hospital.** The Hospital hereby represents and warrants to the County as of the Agreement Date:

(a) The Hospital is neither a foreign person nor subject to withholding under the Foreign Investment in Real Property Act (“**FIRPTA**”).

(b) The Hospital has not received written notice of any attachments, executions, assignments for the benefit of creditors, voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated or pending or threatened against Hospital.

(c) The Hospital has duly and validly authorized and executed this Agreement and has full right, title, power, and authority to enter into this Agreement and to consummate the transactions provided for herein, and the joinder of no person or entity will be necessary to convey the Conveyed Property as contemplated herein.

(d) On the date of the conveyance of the Deed, the Conveyed Property shall be free from any and all encumbrances, except recorded easements, including but not limited to any mortgage, security interest, lien, or any legal instrument that places a claim or charge upon the Conveyed Property for payment of any debt, obligation, or duty. The release of any existing mortgage or security interest placing a claim or charge upon the Conveyed Property shall be a condition precedent to each party's obligations hereunder.

1.03 **Representations and Warranties of the County.** County hereby represents and warrants to the Hospital as of the Agreement Date:

(a) The County is neither a foreign person nor subject to withholding under **FIRPTA**.

(b) The County has duly and validly authorized and executed this Agreement and has full capacity, right, title, power, and authority to enter into this Agreement and to consummate the transactions provided for herein, and the joinder of no person or entity will be necessary to bind the County under this Agreement.

1.04 **Conveyance “As Is”.** As of the date of the Deed, the County, acknowledging its familiarity with the Conveyed Property, shall be deemed to represent and agree that it had an opportunity to inspect the Conveyed Property and every part thereof, is acquainted with and accepts the condition of the Conveyed Property, and it is understood and agreed that, except for those certain representations and warranties expressly stated in this Agreement, the Conveyed Property is to be conveyed to the County AS IS, WHERE IS, with all faults, subject to normal wear and tear and natural deterioration.

1.05 **Survival; Release.**

(a) Provided the County has not given the Hospital written notice or has otherwise commenced litigation on or before the date of the Deed for a breach of the Hospital’s representations and warranties set forth in Section 1.02 above, the County shall otherwise release the Hospital and covenants not to sue the Hospital or the Hospital’s affiliates with respect to the Conveyed Property, including, but not limited to, anything arising out of the environmental or any other condition of the Conveyed Property or the presence of hazardous substances in, on, under or emanating from or onto the Conveyed Property, regardless of whether such environmental conditions or the presence of hazardous substances is known or unknown by the County and regardless of whether such condition is set forth in the environmental reports or the County’s environmental reports. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims, or causes of action for personal injury or death, property damage, statutory claims, including under environmental laws, and claims for contribution, shall not be deemed, or otherwise merge into the Deed, and shall survive conveyance of the Conveyed Property. It is further understood and agreed that, except for those certain representations and warranties expressly stated in Section 1.02 of this Agreement, the Hospital is not making any warranties or representations of any kind or character, express or implied, with respect to the Conveyed Property (including, without limitation, any environmental, health, or safety condition or matter or hazardous substance on or affecting the Conveyed Property) or their fitness for any particular purpose. The County further specifically disclaims any implied warranties of condition or fitness for use. The County agrees that with respect to the Conveyed Property, the County has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of the Hospital or any agent or affiliate of the Hospital, except as specifically set forth in this Agreement. The County agrees that the Hospital is not liable or bound in any manner for any verbal or written statements, representations, or information pertaining to the Conveyed Property unless the same is specifically made by the Hospital herein.

(b) The Hospital and the County hereby acknowledge that the conveyance contemplated by this Agreement is being effectuated in lieu of action for condemnation/ eminent domain. The Hospital hereby expressly agrees that the consideration given by the County for the Conveyed Property as set forth herein represents the fair market value of the Conveyed Property, and hereby waives and forever disclaims any right to any additional consideration for the conveyance of the Conveyed Property.

1.06 **Possession.** Exclusive possession of the Conveyed Property shall be given to the County on the date of the Deed.

1.07 **Real Estate Taxes.** The Hospital shall be responsible for all real property taxes and assessments on the Conveyed Property prior to the date of the Deed. The County shall be responsible for all real property taxes and assessments on the Conveyed Property on the date of the Deed and thereafter. The parties' respective obligations pursuant to this Section shall expressly survive the Closing.

ARTICLE II

COMPLETION OF HOSPITAL IMPROVEMENTS

2.01 **Plans and Specifications.**

(a) The County shall cause the Hospital Improvements to be completed in accordance with plans as developed for the Construction Improvements in consultation with the Hospital. The County shall be responsible for developing preliminary plans for the Hospital Improvements, including a site plan showing the location, elevations, and other outline specifications for the proposed improvements, including relocation of existing Hospital Signage, which shall be consistent with and incorporate requirements for government approvals (the "**Preliminary Plans**"), within thirty (30) days of the Agreement Date. The Preliminary Plans reasonably approved by Hospital are herein referred to as the "**Final Preliminary Plans**".

(i) The County shall cause its licensed engineer ("**County Engineer**"), to complete working drawings and specifications for the Hospital Improvements, based upon the Final Preliminary Plans (such plans are herein referred to as the "**Plans and Specifications**") which shall be submitted to the Hospital for approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

(ii) The Hospital shall review the Plans and Specifications for consistency with the Final Preliminary Plans. The Plans and Specifications which shall be accepted or deemed accepted by the Hospital are herein referred to as the "**Final Plans and Specifications**". In the event Hospital has not reasonably approved the Final Plans and Specifications on the basis set forth herein on or before thirty (30) days after receipt of the Plans and Specifications, then the Hospital shall be deemed to have approved the Final Plans and Specifications. The Final Plans and Specifications intend to include all items necessary for the completion of the Hospital Improvements to be built by the County in accordance with the Final Plans and Specifications and in accordance with the requirements of all government approvals.

(iii) The Hospital's approval of the Final Plans and Specifications shall not constitute any judgment or opinion on the part of the Hospital as to the quality or soundness of the Final Plans and Specifications or the character or quality of the engineering or other components of the design, nor constitute approval or acknowledgment that all applicable codes and regulations have been met, all of which shall be the responsibility of the County.

(b) The Final Plans and Specifications for the Hospital Improvements may not be changed or modified in any material respect without the prior written approval of the Hospital, which approval shall not be unreasonably withheld, conditioned, or delayed. "Changed or

modified in any material respect” shall mean any changes in the scope of the work to be performed under the Final Plans and Specifications which modify the layout of the Hospital Improvements or modify any of the materials to be used.

2.02 Procurement of the Selected Contractor and the Development Schedule

(a) Upon approval of the Final Plans and Specifications, the County shall seek to procure the services of a contractor to construct the Hospital Improvements.

(b) Prior to soliciting bids for the construction of the Hospital Improvements, a target dates schedule shall be prepared by the County Engineer (the “**Development Schedule**”) reflecting the reasonable determination of the parties of the dates by which certain steps and phases of the construction and shall include an estimated date to commence construction (the “**Estimated Date of Commencement**”) and an estimated date to complete construction of the Hospital Improvements (the “**Estimated Date of Completion**”).

(c) The Development Schedule target dates including the Estimated Date of Commencement and the Estimated Date of Completion shall be included in the bid package as a basis for evaluating the responsiveness of the bids received, and the Development Schedule target dates and the Estimated Date of Commencement and the Estimated Date of Completion shall also be included as material terms in the contract entered between the County and the Selected Contractor to complete the Hospital Improvements.

(d) If the County determines that the received bids are not responsive or are responsive bids that exceed the amount of the Construction Funds, the County may resolicit for the construction of the Hospital Improvements. If resoliciting is required, the Development Schedule shall be revised to appropriately adjust the Estimated Date of Commencement and the Estimated Date of Completion.

(e) If an otherwise responsive bid exceeds the amount of Construction Funds, the County shall have the right not to award the contract to the bidder.

(f) If the County determines that no responsive bids or responsive bids that exceed the amount the Construction Funds are received to the second solicitation the County may resolicit for the construction of the Hospital Improvements a third time. If no responsive bids or responsive bids that exceed the amount of the Construction Funds are received, then either party may terminate this Agreement.

2.03 Segregation of Construction Funds; Liens

(a) Not later than five (5) business days following the Agreement Date, the County shall segregate the Construction Funds into a separate account created solely for the completion of the Hospital Improvements (the “**Construction Account**”), and no other funds shall be intermingled with the Construction Funds or placed into the Construction Account unless such funds have been explicitly appropriated for the completion of the Hospital Improvements.

(b) The Selected Contractor shall be paid from the Construction Account on a timely basis in accordance with the terms of the agreement between Selected Contractor and the County,

and the County shall not suffer or permit any mechanic's liens or materialman's liens to be filed against Hospital Property.

2.03 Completion of Hospital Improvements

(a) County acknowledges the existence of anticipated deadlines for construction and completion of the Hospital Improvements hereunder, and further acknowledges that County will use all reasonable efforts to avoid delays (other than any "Permitted Construction Delay" and "County Extensions" (as hereinafter defined)) which extend the Estimated Date of Completion or dates by which steps or phases of construction are required to be completed in accordance with the Development Schedule. However, the County may unilaterally extend the Estimated Date of Completion or dates by which steps phases of construction are required to be completed in accordance with the Development Schedule by forty-five (45) days to address unforeseen construction delays which include but are not limited to unforeseen site conditions, short-term supply chain issues, equipment issues, and short-term labor shortages ("**County Extension**").

(b) County, at County's sole cost and expense, hereby agrees to use reasonable efforts, subject to any Permitted Construction Delay and County Extensions, to (i) commence and complete construction of the Hospital Improvements pursuant to the timeframe established by the Development Schedule; (ii) construct the Hospital Improvements in accordance with the Final Plans and Specifications, and applicable law, (iii) achieve completion of the steps and phases of construction in accordance with the Development Schedule, and (iv) obtain substantial completion of construction of the Hospital Improvements in accordance with the Final Plans and Specifications by not later than the Estimated Date of Completion, subject to any Permitted Construction Delay.

(c) Except as otherwise provided in this Agreement, the date for completing steps and phases of construction in accordance with the Development Schedule and the Estimated Date of Completion shall be extended only by County Extensions or for any delay (i) due to occurrence of any event or circumstance which may preclude or delay County from satisfying its obligations which is beyond the reasonable control of County, including without limitation, labor strikes and lockouts, power shortages or failures, acts of God, inclement weather of such severity as to preclude continued work under prevailing industry standards which includes the time between November 1 and March 1 of any calendar year, riots, insurrection, acts of war, acts of terrorism, unavailability or shortages of materials or default or delay by Hospital, but excepting delays caused by acts or omissions of County, County's contractors, subcontractors, material or equipment suppliers, architects or engineers, or by the failure or inability of County to provide sufficient funds to pay the costs of construction ("**Force Majeure Events**") and/or (ii) approved by the mutual agreement of County and Hospital (collectively, "**Permitted Construction Delay**"). Notwithstanding the foregoing, in no event shall a Permitted Construction Delay continue for more than twelve (12) months, after which the Hospital shall be entitled to exercise any or all of its rights and remedies under this Agreement as if the delay had not been a Permitted Construction Delay.

(d) Subject to the satisfaction of all conditions set forth in this Agreement, County warrants to Hospital that (i) the Hospital Improvements will be constructed in accordance with the Final Plans and Specifications and the Development Schedule, (ii) all materials and equipment furnished will be new unless otherwise specified, (iii) all the work in connection with the Hospital

Improvements will be of good quality, free from material fault or defect, and (iv) the Hospital Improvements shall be in full compliance with all applicable laws, codes, and regulations, including by way of example, but not as a limitation, environmental, zoning, building, and land use laws, codes and regulations. Without limiting the generality of the foregoing, if within one (1) year after the date of completion of the Hospital Improvements, or within such longer period as may be prescribed by law or the terms of any applicable special warranty required by the Final Plans and Specifications, the Hospital Improvements or any part or element thereof is found to be defective or not in accordance with the Final Plans and Specifications, County shall correct the same promptly after receipt of written notice from Hospital to do so, unless Hospital has previously given County a written acceptance of such condition. Unless such condition is specifically referred to in such written acceptance, Hospital's acceptance of any portion of the Hospital Improvements shall not be deemed to be written acceptance of any such condition. The provisions of this Section will survive conveyance of the Conveyed Property and any termination of this Agreement.

(e) The Hospital Improvements shall be deemed substantially completed on the date upon which County's Engineer shall have issued a certificate of substantial completion of the Hospital Improvements (the "**Completion Date**").

(f) In the event (i) the Completion Date has not occurred by the (i) Estimated Date of Completion subject to any Permitted Construction Delay or County Extensions, or (ii) a step or phase listed in the Development Schedule is not substantially completed within forty-five (45) days of the date for completion of such step or phase as set forth in the Development Schedule (subject to any Permitted Construction Delay and County Extensions), and in the case of (iii) and/or (iiii) above as applicable, the Completion Date or such step or phase does not thereafter occur within ninety (90) days after County receives from Hospital written notice of failure to complete the Hospital Improvements by the Completion Date and/or substantially complete such step or phase by the date set forth in the Development Schedule, County shall be considered in default hereunder (subject to any Permitted Construction Delay or County Extensions). If County shall be considered in default hereunder pursuant to this Section, Hospital shall be entitled to complete the Hospital Improvements in accordance with the Final Plans and Specifications and shall be entitled to delivery of any remaining Construction Funds to so complete the Hospital Improvements.

ARTICLE III

NOTICE AND DECISION AUTHORITY

3.01 **Notices.** Any notice or other writing required or permitted to be given to a party under this Agreement shall be given in writing and shall be (i) delivered by hand or (ii) delivered through the United States mail, postage prepaid, certified, return receipt requested, or (iii) delivered through or by UPS, Federal Express, or other nationally recognized overnight mail or package delivery, addressed to the parties at the addresses set forth below. Any notice or demand that may be given hereunder shall be deemed complete: (a) upon depositing any such notice or demand in the United States mail with proper postage affixed thereof, certified, return receipt requested; (b) upon depositing any such notice or demand with UPS, Federal Express, or other nationally recognized overnight mail or package delivery, or (c) upon hand delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in

writing to the other parties in the manner herein provided. The appropriate address for notice hereunder shall be the following:

If to the Hospital:	PHC-Los Alamos, Inc. 3917 West Road Los Alamos, NM 87544 Attention: Administration
With a copy to:	LifePoint Health 330 Seven Springs Way Brentwood, Tennessee 37027 Attn: Real Estate
If to the County:	County Manager Incorporated County of Los Alamos 1000 Central Ave, Suite 350 Los Alamos NM, 87547
With a copy to:	County Attorney Incorporated County of Los Alamos 1000 Central Ave, Suite 340 Los Alamos, NM 87547

3.02 **Decision Authority.** The following agents for the parties shall have authority to make discretionary decisions provided for under this Agreement, including but not limited to, approval of Final Preliminary Plans, approval and changes to the Final Plans and Specifications, and approval and changes to the Development Schedule:

For the Hospital:	Carlos Branch Plant Operations Director PHC-Los Alamos, Inc. Los Alamos, NM 87544 (505-661-9441)
For the County:	Juan Rael, Public Works Director Incorporated County of Los Alamos 1000 Central Avenue, Suite 160 Los Alamos, NM 87547 (505) 662-8150

3.03. **Change in Decision Making Authority.** If the individual with the decision authority provided for in Section 3.02 should change for either party that party shall notify the other party as provided for in Section 3.01 of this agreement.

ARTICLE IV

DEFAULT AND REMEDIES

4.01 **Default.**

(a) **Default by the Hospital.** If the Hospital fails to convey the Conveyed Property as contemplated herein or otherwise materially breaches this Agreement, other than as a result of a breach or default by the County under this Agreement, then the County may proceed with eminent domain proceedings, or elect to seek specific performance of this Agreement. Notwithstanding the foregoing, however, nothing contained herein shall be deemed to waive, limit, or affect any right or remedy of the County with respect to the breach of the Hospital or of the Hospital's indemnity and/or defense obligations under this Agreement, which obligations of the Hospital and the respective rights of the County shall survive the conveyance of the Conveyed Property and the termination of this Agreement.

(b) **Default by the County.** If the County materially breaches this Agreement, other than as a result of a breach or default by the Hospital under this Agreement, the Hospital may elect to: (i) sue the County for damages under this Agreement, or (ii) seek specific performance of this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.01 **Agreement Date.** As used herein, "**Agreement Date**" shall mean the date on which this Agreement is executed by the last party to sign this Agreement.

5.02 **Entire Agreement.** This Agreement constitutes the entire agreement between the Hospital and the County related to the subject matter addressed herein and no amendment or modification of this Agreement may be made except by an instrument in writing signed by all parties.

5.03 **Choice of Law.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

5.04 **Venue, Forum Non-Conveniensi, Exclusive State Jurisdiction.** County and Hospital irrevocably agree that any and all legal proceedings related to this agreement or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial Circuit of the State of New Mexico. County and Hospital each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial Circuit of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding.

5.05 **Waiver of Jury Trial.** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement (i) the prevailing party shall

be entitled to recover all of its costs and expenses, including a reasonable attorneys' fees and costs, and (ii) a court shall determine all issues of law and fact, a jury trial being expressly waived.

5.06 **Time of the Essence.** Time is declared to be of the essence of this Agreement.

5.07 **Assignment.** This Agreement shall constitute a binding contract between the Hospital and the County and shall be binding upon and inure to the benefit of the respective successors and assigns of the Hospital and the County.

5.07 **Severability.** In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

5.08 **Counterparts.** This Agreement may be executed in any number of counterparts, in original or by facsimile copy, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. A facsimile signature shall have the same force and effect as an "original" signature.

5.09 **Attorneys' Fees.** Each party shall be responsible for the payment to the other of all reasonable attorneys' fees incurred by enforcing the provisions of the terms of this Agreement, provided, however, that in any action between the parties relating to this Agreement, the prevailing party in any dispute or litigation shall be entitled to reimbursement from the other party of all the prevailing party's court costs and reasonable attorneys' fees.

5.10 **Responsibility to Cooperate.** The Hospital and the County each agree to take such actions to produce, execute and/or deliver such information and documentation in a timely manner as is reasonably necessary to carry out the responsibilities and obligations of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates listed below their respective signatures.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

By: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

PHC-Los Alamos, Inc.

By: _____
Name: _____
Its: _____

ATTEST

By: _____
Name: _____

Approved as to form:

J. Steven Kirkham,
Attorney for PHC-Los Alamos, Inc.

EXHIBIT A

Description of the Hospital Property

A certain tract or parcel of land lying within and being a portion of the tract identified as Tract 'B' and a portion of West Road, Eastern Area No. 3, Los Alamos County, New Mexico, said property being transferred by deeds filed for record in the office of the County Clerk of Los Alamos County, New Mexico in Misc. Book 4, Page 27, Misc. Book 8, Page 278, Misc. Book 17, Page 128, and Misc. Book 17, Page 131; Said tract being more particularly described as follows:

Beginning at the Northeast corner of the tract herein described, from whence the Los Alamos County Survey Control Monument "BC-23" a brass cap in concrete bears N83°05'18"W a distance of 1432.90 feet; thence from said point of beginning bearing S06°43'49"E a distance of 114.90 feet to a point, thence bearing S22°14'25"W a distance of 26.92 feet to a point, thence bearing S52°10'16"W a distance of 19.77 feet to a point, thence bearing S06°30'36"W a distance of 84.39 feet to the Southeast corner of the tract herein described, thence bearing S85°03'18"W a distance of 121.90 feet to a point, thence bearing S60°06'00"W a distance of 84.99 feet to a point, thence bearing S37°14'05"W a distance of 202.88 feet to a point, thence bearing S69°58'53"W a distance of 98.94 feet to a point, thence bearing S71°29'16"W a distance of 124.36 feet to a point, thence bearing N88°02'48"W a distance of 251.90 feet to a point, thence bearing S53°14'23"W a distance of 40.35 feet to a point, thence bearing S78°34'07"W a distance of 96.80 feet to the Southwest corner of the tract herein described, thence bearing N22°23'51"W a distance of 176.19 feet to a point, thence bearing N67°36'09"E a distance of 4.51 feet to a point, thence bearing N22°23'51"W a distance of 178.77 feet to the Northwest corner of the tract herein described, thence bearing N67°41'38"E a distance of 149.48 feet to a point on the southerly right-of-way line of West Road, thence following said right-of-way line along a curve to the left having a radius of 401.97 feet, an arc length of 38.98 feet, and a central angle of 5°33'20" (chord=N77°47'17"E, 38.96') to a point, thence following said right-of-way line bearing N74°39'11"E a distance of 167.47 feet to a point, thence leaving said right-of-way line bearing N15°20'49"W a distance of 30.00 feet to a point within the old right-of-way of West Road, thence bearing N74°39'11"E a distance of 178.62 feet to an angle point within the old right-of-way line of West Road, thence bearing N82°59'11"E a distance of 54.26 feet to a point within the old right-of-way line of West Road, thence bearing S15°20'49"E a distance of 22.11 feet to a point on the Southerly right-of-way line of Trinity Drive, thence following said right-of-way line bearing N83°30'17"E a distance of 502.05 feet to the Northeast corner of the tract herein described and the point of beginning. Containing 368,735 square feet or 8.465 acres more or less. Subject to all easements and rights of record.

EXHIBIT B

Description of the Conveyed Property

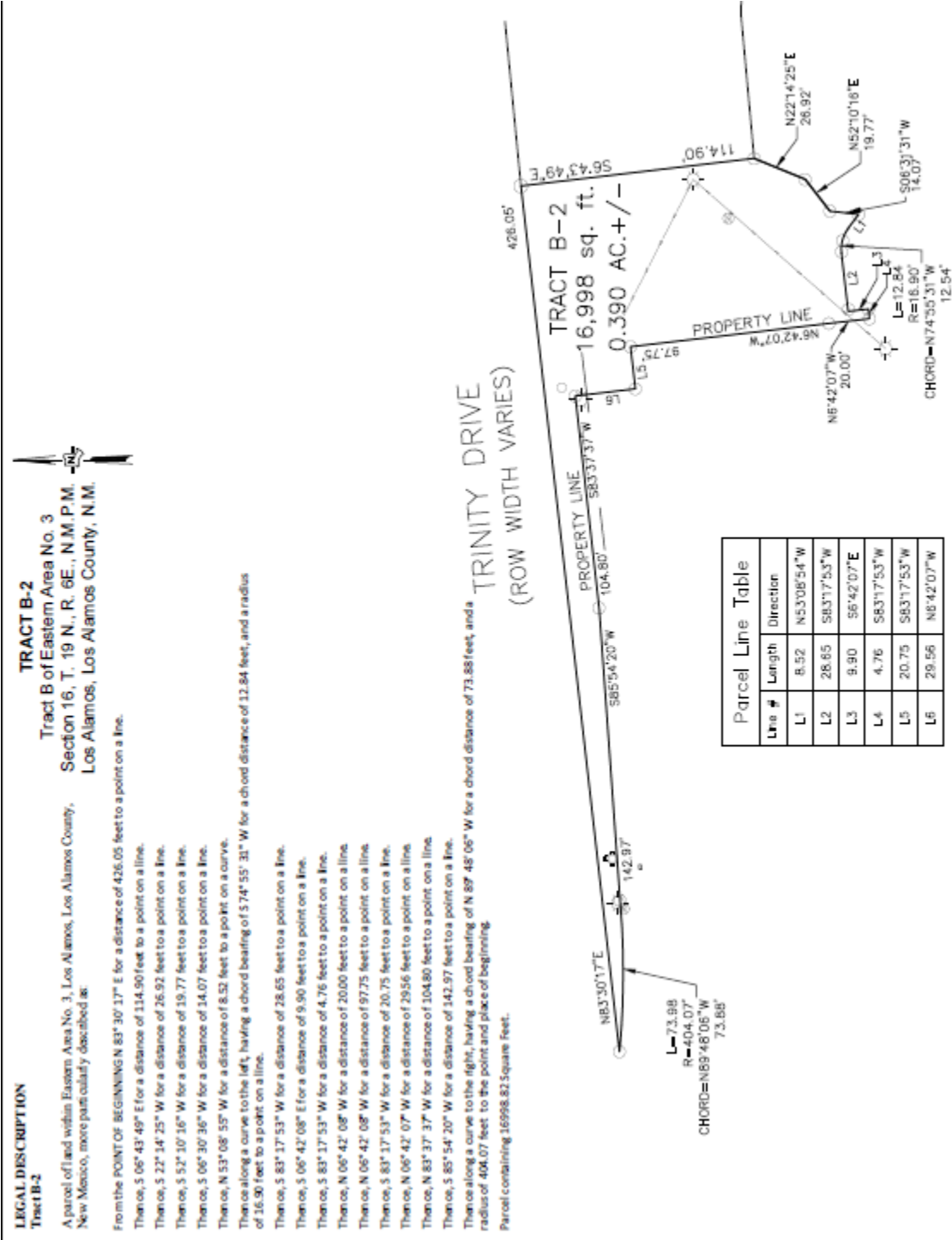


EXHIBIT C

Depiction of the Hospital Improvements

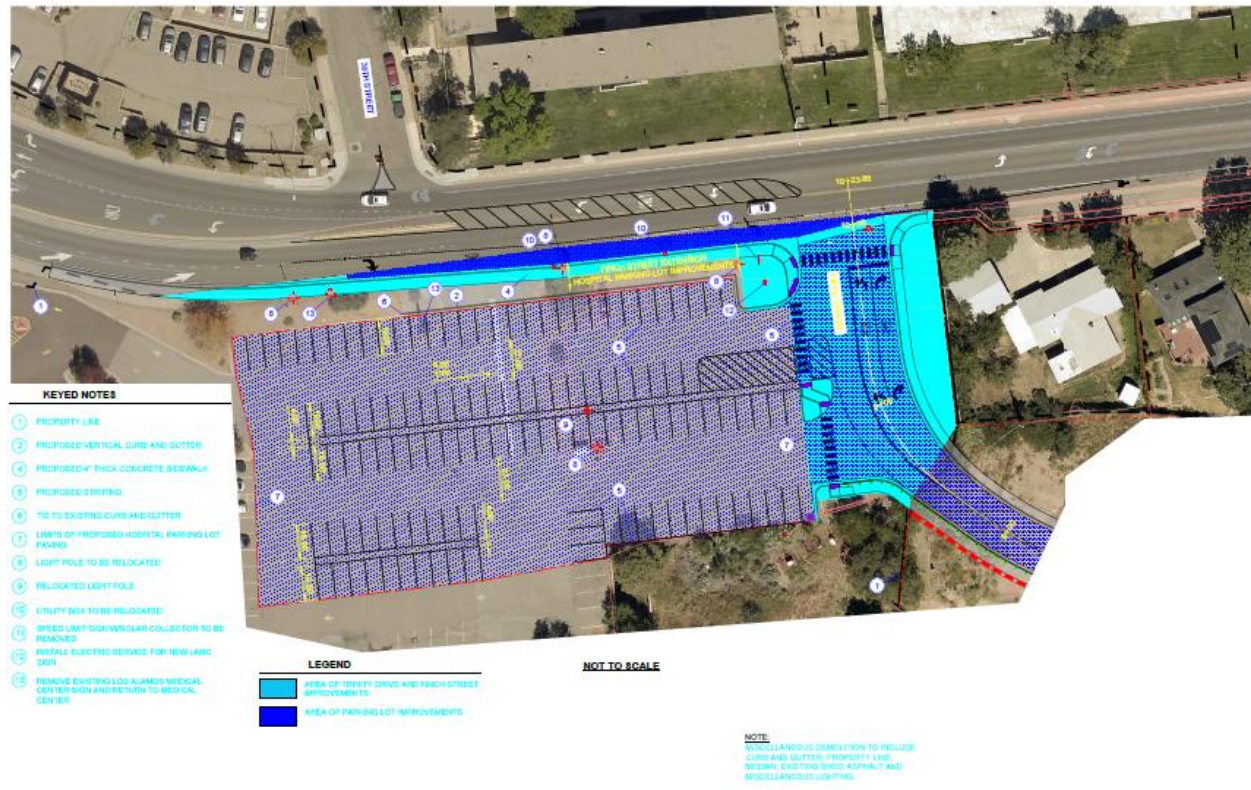


EXHIBIT D

Quitclaim Deed

THIS INDENTURE, made and entered into this _____ day of _____, 2023, by and between **PHC-Los Alamos, Inc.**, a New Mexico corporation ("Grantor"), party of the first part, and the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO**, a political subdivision ("Grantee"), party of the second part.

WITNESSETH: That the said party of the first part, for consideration, the receipt whereof is hereby acknowledged, does by these presents, demise, release and forever quitclaim unto the said party of the second part and to its heirs and assigns all of Grantor's interest, if any, in the following described real property, lying, situate and being in the County of Los Alamos, State of New Mexico to wit:

A parcel of land within Eastern Area No. 3, Los Alamos, Los Alamos County, New Mexico, more particularly described as:

From the POINT OF BEGINNING N 83° 30' 17" E for a distance of 426.05 feet to a point on a line.

Thence, S 06° 43' 49" E for a distance of 114.90 feet to a point on a line.

Thence, S 22° 14' 25" W for a distance of 26.92 feet to a point on a line.

Thence, S 52° 10' 16" W for a distance of 19.77 feet to a point on a line.

Thence, S 06° 30' 36" W for a distance of 14.07 feet to a point on a line.

Thence, N 53° 08' 55" W for a distance of 8.52 feet to a point on a curve.

Thence along a curve to the left, having a chord bearing of S 74° 55' 31" W for a chord distance of 12.84 feet, and a radius

of 16.90 feet to a point on a line.

Thence, S 83° 17' 53" W for a distance of 28.65 feet to a point on a line.

Thence, S 06° 42' 08" E for a distance of 9.90 feet to a point on a line.

Thence, S 83° 17' 53" W for a distance of 4.76 feet to a point on a line.

Thence, N 06° 42' 08" W for a distance of 20.00 feet to a point on a line.

Thence, N 06° 42' 08" W for a distance of 97.75 feet to a point on a line.

Thence, S 83° 17' 53" W for a distance of 20.75 feet to a point on a line.

Thence, N 06° 42' 07" W for a distance of 29.56 feet to a point on a line.

Thence, N 83° 37' 37" W for a distance of 104.80 feet to a point on a line.

Thence, S 85° 54' 20" W for a distance of 142.97 feet to a point on a line.

Thence along a curve to the right, having a chord bearing of N 89° 48' 06" W for a chord distance of 73.88 feet, and a radius of 404.07 feet to the point and place of beginning.

Containing 16,998 square feet or 0.390 acres more or less. Subject to all easements and rights of record.

Witness its hand and seal this ____ day of _____, 2023.

PHC-LOS ALAMOS, INC.

BY: _____

NAME: _____

ITS: _____

ATTEST

BY: _____

NAME _____

TITLE _____

By: _____

STATE OF NEW MEXICO)
) ss.
COUNTY OF LOS ALAMOS)

The foregoing Quit Claim Deed was acknowledged before me on this ____ day of _____, 2023 by _____, as _____ of PHC- Los Alamos, Inc..

My commission expires:

Notary Public

August 8, 2023, County Council – Regular Session **For DAIS**

10B. Council Business

**A. Appointment – Board/Commission Appointments – Planning
and Zoning Commission**

Attached is a corrected Attachment A

A – Board Member List



Los Alamos County, NM

Planning and Zoning Commission

Board Roster



David Hampton

1st Term Apr 01, 2022 - Mar 31, 2025

Position PZ5

Category DTS



Charlene Hutchison

1st Term Apr 01, 2021 - Mar 31, 2024

Position PZ1

Category R



Benjamin H Hill

1st Term Apr 01, 2021 - Mar 31, 2024

Appointing Authority County Council

Position PZ2

Office/Role Commissioner

Category D



Neal D Martin

2nd Term Apr 01, 2021 - Mar 31, 2024

Appointing Authority Council

Position PZ3

Office/Role Vice Chair

Category D



Karen A Easton

1st Term Apr 01, 2022 - Mar 31, 2025

Position PZ4

Category R



Rachel S Adler
2nd Term Apr 01, 2023 - Apr 01, 2026

Appointing Authority County Council
Position PZ7
Office/Role Chair
Category D



Vacancy



Vacancy



Vacancy