County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Agenda - Final

County Council - Regular Session

Theresa Cull, Council Chair; Suzie Havemann, Vice-Chair; Melanee Hand; Ryn Herrmann; Beverly Neal-Clinton; David Reagor; and Randall Ryti, Councilors

Tuesday, April 8, 2025 **6:00 PM** **Council Chambers - 1000 Central Avenue**

NOTE: This meeting is in person and open to the public. However, for convenience, the following Zoom meeting link and/or telephone call in numbers may be used for public viewing and participation:

https://us06web.zoom.us/j/85448619994

Or Telephone:
Dial(for higher quality, dial a number based on your current location):
+1 346 248 7799 or + 1 346 248 7799 or + +1 669 444 9171 US or + 1 719 359 4580
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Webinar ID: 854 4861 9994

1. OPENING/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. STATEMENT REGARDING CLOSED SESSION

April 8, 2025 Closed Session Motion

4. PUBLIC COMMENT

This section of the agenda is reserved for comments from the public on items that do not require action by the Council or are not otherwise on the agenda.

5. APPROVAL OF AGENDA

6. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

A. 19717-25 Proclamation Designating April 6-12, 2025, as "National Library

Week in Los Alamos County." (Accepted by Los Alamos County Library Manager, Gwen Kalavaza)

Presenters: County Council - Regular Session

B. 19721-25 Proclamation Declaring April 21-28, 2025, as "International Dark Sky Week" (Accepted by Heidi Morris, Pajarito Astronomers President)

Presenters: County Council - Regular Session

7. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA

8. CONSENT AGENDA

The following items are presented for Council approval under a single motion unless any item is withdrawn by a Councilor for further Council consideration in the agenda section entitled "Business."

Approval of the Consent Agenda

Consent Motion -

I move that Council approve the items on the Consent Agenda as presented and that the motions in the staff reports be included for the record; or,

I move that Council approve the items on the Consent Agenda and that the motions contained in the staff reports, as amended be included for the record.

A. 19626-25 Approval of County Council Minutes for the March 18, 2025 Work Session and March 25, 2025 Regular Session

Presenters: Michael Redondo, County Clerk

Attachments: A - County Council Minutes for March 18, 2025
B - County Council Minutes for March 25, 2025

B. AGR1114-25 Approval of Amendment No. 1 to Services Agreement No. AGR22-931a,b,c with ChargePoint Which Adds Compensation of $176,766.04, plus Applicable Gross Receipts Tax, for the Purpose of Additional Electric Vehicle Equipment Including Operation and Maintenance Services

Presenters: Philo Shelton, Utilities Manager and Angelica Gurule, Sustainability Manager

Attachments: A- Services Agreement AGR21-46
B- Services Agreement Amendment AGR22-931a,b,c-A1
C - Los Alamos County EV Site Plan

C. AGR1117-25 Approval of Amendment No. AGR24-06-A1 with Masek Rocky Mountain Golf Cars and Yamaha Motor Finance Corporation, USA to Delay the Delivery of the Electric Car Fleet to No Later Than June 13, 2025

Presenters: Katherine Hudspeth, Recreation Division Manager and Cory Styron, Community Services Director

Attachments: A - AGR24-06-A1 Masek and Yamaha Motor Finance
B - AGR24-06 Masek and Yamaha Motor Finance
C - Cost Comparison

D. 19913-25 Approval of Expenditure of Arts in Public Places Funds in an Amount Not to Exceed $750 for the Purchase, Shipping, Installation, and Other Costs Associated with the Purchase of an Informational Sign for Flower of Flight statue at the Nature Center

Presenters: Arts in Public Places Advisory Board, Cory Styron, Community Services Director and Chelsea Ashcraft, Senior Management Analyst

Attachments: A - Picture of Flower of Flight Statue
B - Picture of Mock Informational Sign
C - Quote for Cost of Sign

E. 19948-25 Approval of Modification 24 to Extend the Contract Term by Six-Months of the Electric Coordination Agreement (ECA) between the Incorporated County of Los Alamos and the United States Department of Energy (DOE)

Presenters: Philo Shelton, Utilities Manager

Attachments: A - ECA Mod-24

9. INTRODUCTION OF ORDINANCE(S)

A. CO0724-25 Introduction of the Incorporated County of Los Alamos Code Ordinance No. 02-368 Incorporated County of Los Alamos Code Ordinance No. 02-368 An Ordinance Amending Chapter 10, Building and Building Regulations, Article III, Division 1, Section 10-71, and Chapter 22, Fire Prevention and Protection, Article II, Division 1, Section 22-31, of the Code of the Incorporated County of Los Alamos to Include Chapters 2, 5, and 6 of the International Wild Land-Urban Interface Code

Presenters: Juan Rael, Deputy County Manager and Dan Osborn, Acting Community Development Director

Attachments: A - Incorporated County of Los Alamos Code Ordinance No. 02-368.pdf

10. PUBLIC HEARING(S)

A. CO0720-25b Incorporated County of Los Alamos Ordinance No. 02-367 a Code Ordinance Amending Section 38-299 of Chapter 38, Traffic and Vehicles, Relating to the Use of Handheld Mobile Communication Devices While Driving, and Repealing Section 38-35 in its Entirety and Replacing it with a New Section 38-135, Relating to Distracted Driving

Presenters: Dino Sgambellone, Police Chief

Attachments: A - Code Ordinance No. 02-367
B - Publication Notice
C - Code Ordinance No. 02-367 Amended

B. OR1049-25b Incorporated County of Los Alamos Ordinance No. 02-369 an Ordinance Amending the Code of Ordinances of the Incorporated County of Los Alamos by Adding to Chapter 38, Traffic and Vehicles, a New Article XV Relating to Automated Speed Cameras

Presenters: Dino Sgambellone, Police Chief

Attachments: A - Publication Notice
B - Incorporated County of Los Alamos Ordinance No. 02-369.pdf

11. BUSINESS

A. 19783-25 Presentation and Possible Action on the Los Alamos County Assessor Property Valuation and Maintenance Plan

Presenters: George Chandler, County Assessor and Lucas Fresquez, Chief Deputy Assessor

Attachments: A - 2025 Valuation and Maintenance Plan Presentation.pdf
B - 2025 Valuation and Maintenance Plan.pdf

B. 20014-25 Presentation by Cities Work and Possible Action of Council Support of an Evaluation of the County's Permitting Requirements and Processes

Presenters: Loryn 'Ryn' Herrmann, Councilor, Randall Ryti, Councilor, David Reagor, Councilor and Anne Laurent, County Manager

Attachments: A - Cities Work Presentation

C. 19921-25b Continuation of Update and Request for Guidance on Metropolitan Redevelopment Area (MRA) - Downtown East Los Alamos

Presenters: Anne Laurent, County Manager and Shanna Sasser, Economic Development Administrator

Attachments: A - MRA Downtown East Presentation
B - MRA Downtown East Boundary Map

D. 19954-25 Initial Presentation of Los Alamos County Pedestrian Master Plan

Presenters: Eric Ulibarri, County Engineer and Eric Martinez, Public Works Director

Attachments: A - Presentation
B - Pedestrian Master Plan Draft
C – Pedestrian Master Plan Appendices

12. COUNCIL BUSINESS

A. General Council Business

1) 19952-25 2025 Legislative Session Update and Quarterly Intergovernmental Update Presentation

Presenters: Danielle Duran, Intergovernmental Affairs Manager

Attachments: A - 2025 State Priorities
B - 2025 Legislative Session Update and Quarterly Update Presentation
C - Regional Activities March 2025

2) 20005-25 Quarterly Briefing on Sustainability Initiatives

Presenters: Angelica Gurule, Sustainability Manager

Attachments: A - Sustainability Update Presentation

B. Appointments

1) 19903-25 Board/Commission Appointments - Art in Public Places Board

Presenters: Chelsea Ashcraft, Senior Management Analyst, Cory Styron, Community Services Director and Beverly Neal-Clinton, Councilor

Attachments: A - APP Board Member List 2025
B - Application Packet for Andrew Wright
C - Application Packet for Anna Buckthorpe
D - Application Packet for Ana Paredes
E - Interview Panel Recommendation

C. Board and Commission Vacancy Report

1) 19666-25 Board and Commission Vacancy Report

Presenters: County Council - Regular Session

Attachments: A - BCC Vacancy Report April 4, 2025.pdf

D. Boards and Commission Reports

E. County Manager's Report

1) 19967-25 County Manager's Report for February 2025

Presenters: Anne Laurent, County Manager

Attachments: CMO Febrruary 2025 Report

F. Council Chair Report

G. Approval of Councilor Expenses

H. Preview of Upcoming Agenda Items

Note: This report shows tentative Council agenda items and is for planning purposes only. All items on the report are subject to changes such as item title, meeting date and/or being removed or not considered by Council.

1) 19679-25 Tickler Report of Upcoming Agenda Items

Presenters: County Council - Regular Session

Attachments: A - Tickler Report dated April 4, 2025.pdf

13. WORKING GROUPS AND EXTERNAL ENTITIES REPORTS

14. COUNCILOR COMMENTS

15. ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Human Resources Division at 662-8040 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the personnel in the Office of the County Manager at 663-1750 if a summary or other type of accessible format is needed.

County of Los Alamos

Staff Report

March 25, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:

Index (Council Goals):

Presenters:

Title

April 8, 2025 Closed Session Motion

Recommended Action

The following statement should be included in the minutes:

"The matters discussed in the Closed Sessions of County Council held on April 8, 2025 that began at 4:00 pm was 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. We request that this statement be included in the meeting minutes."

Agenda No.:	A.
Index (Council Goals):	Quality of Life - Educational, Historical, and Cultural Amenities
Presenters:	County Council - Regular Session
Legislative File:	**19717-25**

Title
Proclamation Designating April 6-12, 2025, as "National Library Week in Los Alamos County." (Accepted by Los Alamos County Library Manager, Gwen Kalavaza)

Body
WHEREAS, the Los Alamos County Public Libraries spark creativity, fuel imagination, and inspire lifelong learning, serving as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement and critical thinking; and

WHEREAS, the libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals - regardless of background - have access to resources, training, and opportunities that provide the support they need to learn, connect, and thrive; and

WHEREAS, the libraries partner with schools, businesses, and organizations, connecting the dots to maximize resources, increase efficiency, support career growth, and expand access to essential services, strengthening the entire community and protecting the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression; and

WHEREAS, the libraries nurture young mind through regular programming such as Story Time, Music and Movement, and Beginning English as a Second Language, fostering curiosity and a love of learning that lasts a lifetime; and

WHEREAS, the libraries, librarians, and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity and are joining together to celebrate National Library Week under the theme "Drawn to the Library" by providing special events, such as an Author Reading and Writing Workshop with Manny Loley.

NOW, THEREFORE, on behalf of the Council of the Incorporated County of Los Alamos, I do hereby proclaim the week of April 6-12, 2025, as

"National Library Week in Los Alamos County"

During this week, I encourage all residents to visit the Mesa Public and White Rock Branch libraries, explore their resources, and celebrate all the ways that the Los Alamos County public libraries draw us together as a community.

Agenda No.:	B.
Index (Council Goals):	Quality Governance - Communication and Engagement
Presenters:	County Council - Regular Session
Legislative File:	**19721-25**

Title
Proclamation Declaring April 21-28, 2025, as "International Dark Sky Week" (Accepted by Heidi Morris, Pajarito Astronomers President)

Body
WHEREAS, the aesthetic beauty and wonder of the natural night sky in Los Alamos County is shared heritage of all humankind, and the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages a growing interest in science and nature, especially among young people and out-of-area visitors; and

WHEREAS, light pollution has scientifically-established economic and environmental consequences, which result in significant impacts to the ecology and human health of all communities and 80-percent of the world's population lives under a dome of light pollution and may never experience the visual wonder or benefits of living under a dark sky; and

WHEREAS, Los Alamos County is home to major scientific facilities, some of which are dedicated to observing the night sky on a regular basis, and the canyons and mountains of the Pajarito Plateau are home to dozens of nocturnal wildlife species which rely on undisturbed night environments to hunt, mate and thrive; and

WHEREAS, the Valles Caldera National Preserve has been recognized as an International Dark Sky Park and the Bandelier National Monument is pursuing such recognition, and

WHEREAS, the International Dark Sky Week aims to raise awareness of light pollution, and provide free education, resources, and solutions to the public to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting, and

WHEREAS, local organization, Pajarito Astronomers Club, has partnered with Los Alamos County to host monthly "Dark Nights" observation sessions starting March 2025, at White Rock Overlook Complex, where field lights will be turned off to provide the community the opportunity to view the wonders of the night sky through telescopes.

NOW, THEREFORE, on behalf of the Council of the Incorporated County of Los Alamos, I do hereby declare April 21-28, 2025, as

in Los Alamos County and ask each resident to join me, not only in observing this important week, but also in raising awareness and support for protecting our previous dark sky resources.

County of Los Alamos

Staff Report

April 08, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:

Index (Council Goals):

Presenters:

Title

Approval of the Consent Agenda

Recommended Action

I move that Council approve the items on the Consent Agenda as presented and that the motions in the staff reports be included for the record; or,

I move that Council approve the items on the Consent Agenda and that the motions contained in the staff reports, as amended, be included for the record.

County of Los Alamos

Staff Report

April 08, 2025

Los Alamos, NM 87544
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Agenda No.:	A.
Index (Council Goals):	Quality Governance - Communication and Engagement
Presenters:	Michael Redondo, County Clerk
Legislative File:	**19626-25**

Title

Approval of County Council Minutes for the March 18, 2025 Work Session and March 25, 2025 Regular Session

Recommended Action

I move that Council approve the County Council Minutes for the March 18, 2025 Work Session and March 25, 2025 Regular Session.

Clerk's Recommendation

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

Attachments

A - County Council Minutes for March 18, 2025
B - County Council Minutes for March 25, 2025

County of Los Alamos

Minutes

County Council – Work Session

Los Alamos, NM 87544
www.losalamosnm.us

Theresa Cull, Council Chair; Suzie Havemann, Council Vice-Chair;
Melanee Hand, Ryn Herrmann, Beverly Neal-Clinton,
David Reagor, and Randall Ryti, Councilors

Tuesday, March 18, 2025 **6:00 PM** **Fire Station No. 3**
129 State Road 4 - White Rock

1. OPENING/ROLL CALL

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

Chair Cull made opening remarks regarding the procedure of the meeting.

The following Councilors were in attendance:

Present: 7 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, Councilor Reagor, and Councilor Ryti

2. PLEDGE OF ALLEGIANCE

Led by: All.

3. PUBLIC COMMENT

Mr. James Alarid, Deputy Utilities Manager - Engineering, spoke.

4. APPROVAL OF AGENDA

A motion was made by Councilor Havemann, seconded by Councilor Neal-Clinton, that Council approve the agenda as presented.

The motion passed by a show of hands with the following vote:

Yes: 7 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, Councilor Reagor, and Councilor Ryti

5. PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS

A. Presentation from Ted Wyka, NNSA Los Alamos Field Office Manager

Mr. Ted Wyka presented.

Public Comment:
None.

No action taken.

B. Presentation to Council by Jerry Cowan, Vice-Chair of Parks and Recreation Board

Mr. Jerry Cowan presented.

Public Comment:
Ms. Michelle Altherr spoke.

No action taken.

C. Briefing Presentation to Council by Michele Altherr, Vice Chair Library Board

Ms. Michele Altherr presented.
Ms. Gwen Kalavaza, Library Manager, spoke.

Public Comment:
None.

No action taken.

D. Presentation and Discussion of Wildland Urban Interface (WUI) and How it Relates to the Los Alamos County Code of Ordinances

Mr. Juan Rael, Deputy County Manager, presented.
Mr. David Martinez, Chief Building Official, presented.
Mr. Kelly Sterna, Division Wildland Chief, presented.
Ms. Anne Laurent, County Manager, spoke.
Mr. Colorado Cordova, Acting Fire Marshall, spoke.
Mr. Daniel Osborne, Housing and Special Projects Manager, spoke.

Public Comment:
None.

No action taken.

RECESS
Councilor Cull called for a recess at 7:49 p.m. The meeting was reconvened at 8:02 p.m.

6. BUSINESS

A. Action to Suspend Council Rules for Work Session

A motion was made by Councilor Reagor, seconded by Councilor Havemann, that Council suspend their procedural rules for this work session, March 18, 2025, so that formal action may be taken.

The motion passed with the following vote:

Yes: 7 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, Councilor Reagor, and Councilor Ryti

7. INTRODUCTION OF ORDINANCE(S)

A. Incorporated County of Los Alamos Code Ordinance No. 02-367, a Code Ordinance Amending Section 38-299 of Chapter 38, Relating to Distracted Driving

Councilor Ryti introduced, without prejudice, Incorporated County of Alamos Code Ordinance No. 02367, Code Ordinance Amending Section 38-299 of Chapter 38, Relating to Distracted Driving and ask the staff to assure that it is published as provided in the County Charter.

B. Incorporated County of Los Alamos Ordinance No. 02-369 an Ordinance Amending the Code of Ordinances of the Incorporated County of Los Alamos by Adding to Chapter 38, Traffic and Vehicles, a New Article XV Relating to Automated Speed Cameras

Councilor Havemann introduced, without prejudice, Incorporated County of Los Alamos Ordinance No. 02-369 an Ordinance Amending the Code of Ordinances of the Incorporated County of Los Alamos by Adding to Chapter 38, Traffic and Vehicles, a New Article XV Relating to Automated Speed Cameras.

8. WORKING GROUPS AND EXTERNAL ENTITIES REPORTS

Councilor Hand submitted her report for inclusion in the minutes.

Councilor Ryti submitted his report for inclusion in the minutes and highlighted some topics within the report.

Councilor Cull reported on the Family Medical Leave Act currently in the legislature.

9. ADJOURNMENT

The meeting adjourned at 8:23 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

_____

Theresa Cull, Council Chair

Attest:

_____

Michael D. Redondo, County Clerk

Meeting Transcribed by: Victoria L. Martinez, Elections Manager

Working Group and Committee Status

Councilor Melanee Hand

3/18/2025

	A	B	C	D	E	F
1	**2025 Assignments**	**Date Last Met**	**Next meeting**	**Key Activities and Results**	**Action Items/ Follow Up**	**Comments/Notes**
2	LAC LTAB (Lodger's Tax Advisory Board) Liaison	3/18/25 Cancelled due to lack of quorum	5/13/2025			
3	LAC Transportation Board Liaison	3/6/2025	4/3/2025	My Blue will connect with Atomic City Transit for expanded routes to north Pueblos and Espanola in April. Update on LAC Pedestrian Master Plan **preparing for presentation to Council. Final Council Review planned for 5/6** including Recommended Improvement Analysis to readdress more comments. NM 502 Trinity Dr Project Update - recommendations for more speeding control and Highway Safety Implementation Program (HSIP) funding. Barriers planned to separate vehicle traffic from Ashley Pond pedestrians. Temporary barriers to be installed more quickly at first, then possibly a longer term installation.		
4	Regional and State Working Group	2/18/2025	Pending	Paid NM FMLA bill did not pass committee.		Danielle Duran is reporting regularly on progress at the legislative sessions.
5	Regional Collaborations for Housing and Infrastructure	3/14/2025	TBD	Discussion on infrastructure to support housing.	LAC staff action items	Subset action items related to both NCRTD, NCNMEDD, and the Regional and State Working Group
6	Rules Working Group	Pending			Several proposed areas for additions and changes.	
7	Jail Inspection Team	Pending				
8	Juvenile Justice Advisory Board (JJAB)	1/15/2025	Elections in March	Sources of Strength Collaboration - teambuilding event held. Jessica Strong discussed budget expenditures (monthly report)	Creating Working Group to review JJAB policies and procedures for Committees. Feb 13th road show to report results.	

Updates for current reporting period are shown in **BLUE**

Item 8
March 18, 2025
County Council Work Session

Working Group and Committee Status

Councilor Melanee Hand

	A	B	C	D	E	F
9	New Mexico Municipal League	Pending			Follow up on travel to annual conference and request funding approval at Council.	
10	NCNMEDD Board	3/13/2025	24-Apr-25	Community Economic Development Strategy: discussion was held as part as an initiative to shape the economic future of the NCNMEDD region, which consists of 8 NM Counties. A press release was distributed 3/18/25 to gather more input from the public.		
11	NCRTD Board	3/7/2025	4/4/2025	Passed: Proc. 2025-01 Blue Bus Transit Appreciation Week; Passed: Authorized Service Change Modifications that will include routes from Pueblos, Espanola, and Los Alamos. Passed: MOU w/NCNMEDD for funding a site study for Chama Ops Facility; Adoption of an Art in Transit Program Policy and new Art in Transit Program Subcommittee (LAC is invited participant and could coordinate with the LAC APP Board). Cuurently watching progress through the House for SB213 NM Transit Yield to Buses sponsored by Sen. Roberto Gonzales, and SB 123 Law Enforcement Hires for Transit sponsored by Senator Leo Jaramillo. ED Recruitment Company selection announced to NCRTD 3/7/25: TransPro. Contract targeted for placement by 3/20/25.		
12	NCRTD Finance Subcommittee	3/21/2025	TBD			
13	NCRTD ED Succession	3/4/2025	Pending	Recruiting contractor notified. Contract should be ready around 3/18/25 for signature if not contested.		
14	NALWDB (Northern Area Local Workforce Development Board)	Pending				Councilor Havemann will notify the Board of my contact information and assignment for 2025.

Updates for current reporting period are shown in **BLUE**

Item 8
March 18, 2025
County Council Work Session

Local and Small Business Engagement Working Group. Council members are Hermann, Reagor, Ryti; engaging with the business community, County staff, and other interested parties. We had a second meeting of the three Councilors on February 19 that included Dr Sasser. We had a discussion of the current and planned County initiatives, which also included Local Economic Development Act (LEDA) for retail. LEDA for retail is planned for a full Council discussion at the March 25 meeting. There has been some follow up with Cities Work, the Institute for Justice's non-partisan regulatory consulting initiative committed to increasing economic opportunity and fostering entrepreneurship in cities across the country. The Cities Work engagement process is being delayed until May after the new Community Development Director starts with the County. What level of interests exists among the full Council for the Cities Work support? We have attended two Local Business Coalition forums on Thursday February 13 and March 13 both at SALA. The first was a series of presentations from the LACDC, County, UNM-LA Small Business Development Center, and the Coalition and the second was a review of existing economic development plans. Recordings of both forums are on their webpage (https://coalition.losalamos.com/).

MainStreet Futures. Council members are Hermann, Reagor, Ryti. Other attendees include Jacquelyn Connolly, Alison Watkins, Patrick Moore, Jennifer Armstrong, Megan Bucklin, George Marsden, Juan Rael, Janice Krish, Donavan Price, Janet Lovato, Shanna Sasser, & Liz Martineau. We had our third monthly meeting on March 13 with updates on the MainStreet America conference, Coalition of MainStreet Communities, MRA (LA draft being revised, possible application in White Rock), economic transformation strategy, business accelerator, events, and subcommittee reports. One of the longer discussion topics was ScienceFest and how to best benefit from this as a business driver or simply a community event. Do Councilors attend ScienceFest and what is their impression of that event for business owners and the community? There was discussion about the CEDS meeting on March 13 and requests for community input. North Central New Mexico Economic Development District (NCNMEDD) is seeking feedback from the Los Alamos County community for their Comprehensive Economic Development Strategy (CEDS). More information on MainStreet is on their webpage (https://www.losalamosmainstreet.com/).

Energy Communities Alliance (ECA). Ryti Treasurer, Executive Board, Board. We had the monthly Executive Board meeting, reviewing and approving invoices and expense reimbursements. We also had a full Board meeting at the Waste Management conference. We had remarks from Roger Jarrell, Office of Environmental Management and from Kristen Ellis, Office of Environmental Management. We also discussed maintaining funds to cover regular expenses and discussing how to fund initiatives. Federal travel is currently restricted, and this could impact attendance at the upcoming meetings like the New

Nuclear Forum in Idaho Falls (April 23-25 2025) and the National Cleanup Workshop in Washington DC (Sep 24-26 2025). The New Nuclear Forum is proceeding, and a decision will be made soon on the National Cleanup Workshop. Main mission for ECA has been to secure funding for environmental cleanup and productive re-use across the DOE complex. More recent initiatives for nuclear energy and interim/permanent geological repositories for nuclear waste. To that end ECA develops white papers on relevant topics like "Ensuring Long-Term Success: Recommendations for the Next Administration on the U.S. Department of Energy's Environmental Management Mission." Ryti was a panelist at the Waste Management session on "Reusing US DOE Sites to Support Mission and Economic Opportunities." More information is available on their webpage (https://www.energyca.org/).

National Association of Counties (NACo). Ryti attended the Federal legislative conference in March 2025. Ryti is the Chair of the Energy subcommittee of the Environment, Energy, and Land Use (EELU) Policy Committee. I was a co-sponsor of a policy statement supporting regulatory reform. EELU also supported legislation to limit County liability as non-producers of PFAS. This is typically related to wastewater treatment plant effluent. There was also a statement supporting local engagement for the National Interest for Electric Transmission Corridors (NIETC) DOE project. One corridor covers all of the Counties in eastern New Mexico. I attended the Resilient Counties with updates on Federal administration transition and a short session on best practices in communication. How often should information be updated during an emergency? Every Councilor can get an account with NACo and this will be useful for seeing of the reports and information available (https://www.naco.org/). I encourage Councilors interested in NACo consider joining one of the policy committees.

Environment, Energy & Land Use (EELU) Policy Steering Committee. Member since February 2023 and Vice Chair of Energy Subcommittee in 2024 and Chair of Energy Subcommittee in 2025. Successful interim policy statement in support of energy communities infrastructure funding, and changes to platform to clarify support for consent-based siting of nuclear waste. Co-sponsor of regulatory reform interim policy statement. EELU has monthly meetings with a different speaker each month. The policy steering committees meet in person before the Federal legislative conference and annual meeting with speakers in the morning and policy resolutions in the afternoon.

Resilient Counties Initiative. Member in 2025. Attending meetings to hear lessons learned on natural disasters and mitigation planning best practices from around the country.

New Mexico Counties (NMC) Board of Directors. Elected to represent Los Alamos County in 2025. Entire board meets roughly quarterly. We vote to support or oppose legislation

prior to and during the State Legislature sessions. Other meetings presentations on topics of interest to NMC and approve recommendations on changes to NM State Law. There are also affiliate groups for County elected officials (Commissioners, Clerks, Assessors, Sheriffs, Treasurers) and some non-elected (Managers, Attorneys). There was a meeting of the full NMC Board on February 22, which if after all legislation has been introduced. The NMC Executive Board requests support of action they have taken on 34 bills and the full Board voted to support, oppose, or remain neutral on 19 other bills.

New Mexico Counties Insurance Authority (NMCIA). Appointed to represent Los Alamos County in 2023. One annual meeting for the full board annually. Los Alamos County gets its worker's compensation insurance through NMCIA. The NMCIA votes for members to the Executive Board at the annual meeting. The annual meeting approves the financial statements and gets a summary of relevant legislation. See the webpage for more information (https://nmcountyinsuranceauthority.org/).

New Mexico Municipal League Self-Insurers Fund Board of Trustees (NMML SIF BOT). Elected to Board in 2019. This Board meets roughly quarterly and reviews/adopts updates to policy, receives information on the SIF initiatives, approves financials and rate schedules. We get most of our insurance through the SIF. Los Alamos County was one of the founding members of the SIF. We had a BOT meeting on February 27 in Santa Fe to elect a new Trustee (filling a vacancy), approve some mid-year budget adjustment, approve FY26 rates, discuss the Roswell flood event, hear the loss control reports, and enact modified resolutions. There was approval of contracts and other matters in Executive session. More information is available on their webpage (https://nmml.org/161/Insurance); meetings of the Trustees are public, and information packages can be found on the calendar.

Coalition of Sustainable Communities New Mexico (CSCNM) Executive Board. The Executive Board has been meeting annually and the CSCNM is in progress of re-structuring as an independent 501c3. It has been a project under the Santa Fe Community Foundation. CSCNM has workshops for members and reviews legislation that are relevant to sustainability initiatives in the state. We had the quarterly meeting on February 21, weekly updates on the 60-day session on Fridays, and monthly member discussion sessions on February 14 and March 14. See the webpage for more information (https://www.coalitionscnm.org/).

Technical Work Group (TWG). Monthly presentations and discussion on technical aspects of the environmental cleanup in Los Alamos. Hosted by N3B and EM-LA. Last meeting on February 5 was a presentation on the hexavalent chromium conceptual site model review by the Independent Technical Review expert panel members.

County of Los Alamos

Minutes

County Council – Regular Session

Los Alamos, NM 87544
www.losalamosnm.us

Theresa Cull, Council Chair; Suzie Havemann, Council Vice-Chair;
Melanee Hand, Ryn Herrmann, Beverly Neal-Clinton,
David Reagor, and Randall Ryti, Councilors

Tuesday, March 25, 2025 **6:00 PM** **Council Chambers - 1000 Central Avenue**

1. OPENING/ROLL CALL

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

Chair Cull made opening remarks regarding the procedure of the meeting.

The following Councilors were in attendance:

Present: 7 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, Councilor Reagor, and Councilor Ryti

2. PLEDGE OF ALLEGIANCE

Led by: All.

3. STATEMENT REGARDING CLOSED SESSION

Councilor Ryti read the following statement to be included in the minutes: "The matters discussed in the closed sessions of the County Council held on March 25, 2025, that began at 4:00 p.m. was 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. We request that this statement be included in the meeting minutes."

4. PUBLIC COMMENT

Ms. Katie Tauxe spoke.
Mr. John Tauxe spoke.
Mr. Jim Redman spoke.

5. APPROVAL OF AGENDA

Chair Cull suggested that Item 10.E be added to the Consent Agenda. After further discussion, the item was not moved.

A motion was made by Councilor Ryti, seconded by Councilor Neal-Clinton, that Council approve the agenda as presented.

The motion passed by a show of hands with the following vote:

Yes: 7 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, Councilor Reagor, and Councilor Ryti

6. PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS

A. Proclamation Designating March 29, 2025, as "National Vietnam War Veterans Day in Los Alamos County" (Accepted by Linda Carol Alt, Chapter Regent, Valle Grande Chapter, National Society of Daughters of the American Revolution)

Councilor Neal-Clinton read and presented the proclamation to Ms. Linda Carol Alt.

Ms. Linda Carol Alt spoke.

No action taken.

B. Presentation of the Los Alamos County Fleet Conversion Plan and Community-Wide EV Charging Plan

Ms. Angelica Gurule, Sustainability Manager, spoke.
Mr. Eric Plapper, Principal Zero Emissions Infrastructure Lead, Stantec, presented.
Ms. Analy Castillo, Associate Zero Emissions Technical Lead, Stantec, presented.

Public Comment:
Mr. Mark Rayburn spoke.

No action taken.

7. CITIZEN PETITION

Citizen Petition Requesting Purchase of Oil Painting "The Boys of Pajarito Plateau" by Jeff Segler

Mr. Mark Rayburn presented.
Mr. Jeff Segler spoke.
Ms. Anne Laurent, County Manager, spoke.
Ms. Chelsea Ashcraft, Senior Management Analyst, spoke.
Mr. Alvin Leaphart, County Attorney, spoke.

Public Comment:
Ms. Linda Hull spoke.
Ms. Stephanie Haaser spoke.
Mr. Jeff Segler spoke.
Ms. Irene Powell spoke.
Ms. Jacquelyn Connolly spoke.

A motion was made by Councilor Reagor, seconded by Councilor Hand, that Council acknowledge the petition, thank the petitioners for their recommendation, and purchase the painting "The Boys of Pajarito Plateau" for $55,000 using the general fund. He also asked that the Historic Preservation Advisory Board direct the placement of the painting in an appropriate place in Fuller Lodge.

The motion failed with the following vote:

Yes: 2 – Councilor Hand and Councilor Reagor

No: 4 – Councilor Cull, Councilor Havemann, Councilor Herrmann, and Councilor Ryti

Abstain: 1 – Councilor Neal-Clinton

A motion was made by Councilor Neal-Clinton, seconded by Councilor Ryti, that it be reverted to the Art in Public Places (APP) Advisory Board for a disposition and then be returned back to Council.

After further discussion, Councilor Neal-Clinton, seconded by Councilor Ryti, requested to withdraw the motion. There were no objections.

A motion was made by Councilor Havemann, seconded by Councilor Neal-Clinton, that Council request the APP Board and staff to support the APP Board in making this happen to post and hold a special meeting in the month of April 2025 when all five members of the APP Board can be present and ask them to reconsider the purchase of "Boys of the Pajarito Plateau" and that all five members vote and make a recommendation for Council consideration no later than April 30, 2025.

Ms. Linda Matteson, Deputy County Manager, spoke.

After further discussion, Councilor Havemann restated the motion for clarity.

A motion was made by Councilor Havemann that Council ask the Art in Public Places Board, with staff support, to hold a special meeting in April to reconsider the purchase of "The Boys of the Pajarito Plateau." All five board members shall be present at the special meeting and all five board members shall vote on any motion made for this purchase, and the recommendation shall be given to County Council no later than April 30, 2025.

The motion passed with the following vote:

Yes: 7 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, Councilor Reagor, and Councilor Ryti

8. PUBLIC COMMENT FOR ITEMS ON THE CONSENT AGENDA

Mr. Cory Styron, Community Services Director, spoke about item 9.E.
Ms. Anne Laurent, County Manager, spoke about item 9.E.
Ms. Carolyn Cowan spoke about item 9.E.

9. CONSENT AGENDA

Consent Motion:

A motion was made by Councilor Havemann, seconded by Councilor Herrmann, that Council approve the items on 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 March 11, 2025, Regular Session

I move that Council approve the County Council Minutes for the March 11, 2025, Regular Session.

B. Approval of the Revised FY25 Salary Plan with New Job Descriptions Added and Positions Un-archived and Re-graded

I move that Council approve the revised FY25 Salary Plan Job Class Order as summarized on Attachment A with the new, unarchived, and re-graded job descriptions.

C. Approval of Budget Revision 2025-44 to Transfer Earmarked Funds in the Economic Development Fund to the Regional Strategic Partnership Line in the General Fund for the San Ildefonso Grant Match

I move that Council approve Budget Revision 2025-44 to transfer available funding for the San Ildefonso grant match in the amount of $2,000,000 and include Attachment A as part of minutes of this meeting.

D. Approval of Budget Revision 2025-45 to Transfer Earmarked Funds in the Economic Development Division in General Fund to the Economic Development Fund Line

I move that Council approve Budget Revision 2025-45 to transfer available funding for the Economic Development Projects in the amount of $9,226,250 and include Attachment A as part of minutes of this meeting.

E. Approval of Amendment No. AGR24-28b-A1 with Sky Elements in the Amount of $471,250 plus Applicable Gross Receipts Tax, for the Purpose of Providing a Second Drone Show at the 2025 4th of July Event

I move that Council approve the amendment AGR 24-28b-A1 with Sky Elements in the Amount of $471,250, plus Applicable Gross Receipts Tax, for the purpose of providing a second drone show in lieu of a fireworks display at the 2025 4th of July event.

F. Approval of Contract No. M25NA70521 An Easement From the DOE/NNSA to Los Alamos County for the Purpose of Installing a County Owned Fiber Optic Line in Los Alamos Canyon

I move that Council approve Contract No. M25NA70521; an easement from the DOE/NNSA to Los Alamos County for the purpose of installing a County owned fiber optic line in Los Alamos Canyon.

Approval of the Consent Agenda:

The motion passed with the following vote:

Yes: 6 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, and Councilor Ryti

No: 1 – Councilor Reagor

RECESS
Chair Cull called for a recess at 8:24 p.m. The meeting reconvened meeting at 8:38 p.m.

10. INTRODUCTION OF ORDINANCES

Item not heard.

11. PUBLIC HEARINGS

Item not heard.

12. BUSINESS

A. Update on the Performing Arts Center (Little Theater) Project

Mr. Eric Martinez, Public Works Director, presented.
Ms. Sobia Sayeda, Project Manager, presented.

Public comment:
Ms. Terry Turton spoke.

No action taken.

B. Proposed Low Income Housing Agreement for the 9th Street Apartments Rehabilitation and Affordable Housing Project

Mr. Dan Osborn, Housing and Special Projects Manager, presented.
Ms. Amber Cash, Managing Partner, The Cash Law Firm, LLC, spoke.

Public comment:
Mr. George Chandler spoke.
Mr. Dixon Wolf spoke.
Ms. Lisa Shin spoke.
Mr. Mike Clevenger spoke.
Ms. Carolyn Cowan spoke.
Mr. Greg White spoke.
Mr. Phil Gursky spoke.

A motion was made by Councilor Neal-Clinton, seconded by Councilor Havemann, that the County Council approve the Low-Income Housing Agreement for the 9th Street Affordable Housing Project. She further moved to authorize the County Manager to sign this agreement and take all necessary actions for its execution.

The motion passed with the following vote:

Yes: 7 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, Councilor Reagor, and Councilor Ryti

C. Presentation and Discussion on LEDA for Retail Program Structure and Process

Ms. Anne Laurent, County Manager, presented.
Dr. Shanna Sasser, Economic Development Administrator, presented.

Public comment:
Ms. Carolyn Cowan spoke.
Ms. Elizabeth Daly spoke.

No action taken.

D. Update and Request for Guidance on Metropolitan Redevelopment Area (MRA) - Downtown East Los Alamos

Ms. Anne Laurent, County Manager, presented.
Dr. Shanna Sasser, Economic Development Administrator, spoke.
Ms. Jacquelyn Connolly, Executive Director, Los Alamos MainStreet and Creative District, spoke.

Item deferred for further discussion at a later meeting.

E. Consideration of Approval of the County's Grant Match Agreement Providing $2,000,000 Grant Matching Funds for San Ildefonso Services' Connect New Mexico Grant for the Construction of the Pueblo's New Middle Mile Fiber Optic Line Connecting White Rock to Pojoaque

Mr. Jerry Smith, Broadband Manager, presented.

Public comment:
None.

A motion was made by Councilor Herrmann, seconded by Councilor Neal-Clinton, that Council approve the agreement attached to this item, related to the on-going collaboration with the Pueblo de San Ildefonso for their approved and funded grant application to the New Mexico Office of Broadband & Expansion "Connect New Mexico Fund" in which the County is providing $2,000,000 as the required grant match amount.

The motion passed with the following vote:

Yes: 7 – Councilor Cull, Councilor Havemann, Councilor Hand, Councilor Herrmann, Councilor Neal-Clinton, Councilor Reagor, and Councilor Ryti

13. COUNCIL BUSINESS

A. General Council Business

None.

B. Appointments

None.

C. Board and Commission Vacancy Report

1) Board and Commission Vacancy Report

No report.

D. Board and Commission Reports

Item postponed until the next meeting.

E. County Manager's Report

Item postponed until the next meeting.

F. Council Chair Report

Report on March 17, 2025, Network Outage
Mr. James Alarid, Deputy Utilities Manager – Engineering, presented.
Ms. Anne Laurent, County Manager, spoke.

Public Comment:
Ms. Andrea Determan spoke.

G. *Not on agenda.*

H. Preview of Upcoming Agenda Items

1) Tickler Report of Upcoming Agenda Items.

Chair Cull highlighted upcoming Council Meeting Agenda items from the tickler report included in the meeting agenda packet.

14. COUNCILOR COMMENTS

Councilor Ryti commented that he had expenses for approval. Because Council expenses were not on this meeting's agenda, these will be addressed at a future meeting.

15. WORKING GROUPS AND EXTERNAL ENTITIES REPORTS

No reports.

16. ADJOURNMENT

The meeting adjourned at 11:14 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

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Theresa Cull, Council Chair

Attest:

_____

Michael D. Redondo, County Clerk

Meeting Transcribed by: Allison Collins, Deputy Clerk

100 Series - Hourly, NonExempt
200/300 Series - Annual, Exempt

Los Alamos County
FY25 Salary Plan Job Class Order
Effective March 25, 2025

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	PROPOSED					Change In Grade	Exempt/ Non-Exempt
			Current Grade	New Grade	Minimum	Midpoint	Maximum		
		asterix=benchmarked job, red=new change							
Executive Management/At-Will Series									
101		Deputy County Manager	308	308	$159,250	$209,282	$259,314		EX
400		Police Chief	306	306	$144,444	$189,825	$235,205		EX
460		Fire Chief	306	306	$144,444	$189,825	$235,205		EX
500		Public Works Director	305	305	$137,566	$180,786	$224,005		EX
299		Administrative Services Director	305	305	$137,566	$180,786	$224,005		EX
300		Community Services Director	304	304	$131,015	$172,177	$213,338		EX
170		Community Development Director	304	304	$131,015	$172,177	$213,338		EX
Elected Office Series									
		Assessor's Office							
771		Chief Deputy Assessor	211	211	$93,110	$122,363	$151,615		EX
773		Chief Appraiser	206	206	$72,953	$95,873	$118,793		EX
774		Appraiser	122	122	$55,765	$73,285	$90,806		NE
776		Sr. Assessment Specialist	120	120	$50,581	$66,472	$82,363		NE
777		Assessment Specialist	118	118	$45,878	$60,292	$74,706		NE
779		Apprentice Appraiser	116	116	$41,613	$54,687	$67,760		NE
		Attorney's Office							
701		Deputy County Attorney	303	303	$124,776	$163,978	$203,179		EX
702		Assistant County Attorney	301	301	$113,176	$148,732	$184,289		EX
703		Associate County Attorney	212	212	$97,765	$128,480	$159,195		EX
710		Sr. Paralegal	208	208	$80,431	$105,701	$130,970		EX
712		Paralegal	206	206	$72,953	$95,873	$118,793		EX
707		Sr. Legal Assistant	124	124	$61,481	$80,797	$100,113		NE
708		Legal Assistant	122	122	$55,765	$73,285	$90,806		NE
		Clerk's Office							
751		Chief Deputy Clerk	211	211	$93,110	$122,363	$151,615		EX
755		Elections Manager	126	126	$67,783	$89,079	$110,375		NE
752		Sr. Deputy Clerk	124	124	$61,481	$80,797	$100,113		NE
753		Deputy Clerk	122	122	$55,765	$73,285	$90,806		NE
		Municipal Court							
761		Court Administrator	207	207	$76,601	$100,668	$124,734		EX
765		Probation Officer	123	123	$58,554	$76,950	$95,346		NE
762		Sr. Court Clerk	122	122	$55,765	$73,285	$90,806		NE
763		Court Clerk	118	118	$45,878	$60,292	$74,706		NE
766		Court Program Coordinator	122	122	$53,605	$70,447	$87,288		NE
767		Compliance Coordination Specialist	202	202	$60,018	$78,874	$97,731		EX
Administrative Services Series									
		Public Information							
111		Public Information Officer	212	212	$97,765	$128,480	$159,195		EX
112		Assistant Public Information Officer	208	208	$80,431	$105,701	$130,970		EX
604		Public Relations Manager	210	210	$88,676	$116,536	$144,395		EX
113		Sr. Visual Information Specialist	124	124	$61,481	$80,797	$100,113		NE
114		Visual Information Specialist	122	122	$55,765	$73,285	$90,806		NE
116		Social Media Coordinator	124	124	$61,481	$80,797	$100,113		NE
		Management Support							
104		Assistant to County Manager	213	213	$102,653	$134,904	$167,155		EX
203		Broadband Manager	202	202	$60,018	$78,874	$97,731		EX
109		Sustainability Manager	211	211	$93,110	$122,363	$151,615		EX
105		Intergovernmental Affairs Manager	301	301	$113,176	$148,732	$184,289		EX
107		Business & ERP Manager	213	213	$102,653	$134,904	$167,155		EX
261		Budget & Performance Manager	212	212	$97,765	$128,480	$159,195		EX
903		Sr. Management Analyst	210	210	$88,676	$116,536	$144,395		EX
904		Management Analyst	207	207	$76,601	$100,668	$124,734		EX
		Administrative Support							
906		Office Manager	203	203	$63,019	$82,818	$102,617		EX
907		Sr. Office Specialist	120	120	$50,581	$66,472	$82,363		NE
908		Office Specialist	117	117	$43,694	$57,421	$71,149		NE
905		Executive Assistant	124	124	$61,481	$80,797	$100,113		NE
909	**Regraded**	**Payroll & Administrative Specialist**	**121**	**122**	**$55,765**	**$73,285**	**$90,806**	**1**	**NE**
910	**NEW**	**Sr. Payroll & Administrative Specialist**		**123**	**$58,554**	**$76,950**	**$95,346**		**NE**

Los Alamos County Council
Regular Session
March 25, 2025
Item 9.B Attachment A

100 Series - Hourly, NonExempt
200/300 Series - Annual, Exempt

Los Alamos County
FY25 Salary Plan Job Class Order
Effective March 25, 2025

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	PROPOSED Current Grade	PROPOSED New Grade	PROPOSED Minimum	PROPOSED Midpoint	PROPOSED Maximum	Change In Grade	Exempt/ Non-Exempt
		asterix=benchmarked job, red=new change							
		Information Technology							
200		Chief Information Officer	303	303	$124,776	$163,978	$203,179		EX
201		IT Program Manager	214	214	$107,786	$141,650	$175,513		EX
204		IT Project Manager	213	213	$102,653	$134,904	$167,155		EX
219		Database Administrator	212	212	$97,765	$128,480	$159,195		EX
211		Sr. Systems Administrator	211	211	$93,110	$122,363	$151,615		EX
215		Sr. Application Analyst/Developer	210	210	$88,676	$116,536	$144,395		EX
212		Systems Administrator	209	209	$84,453	$110,986	$137,519		EX
213	**NEW**	**IM Business Manager**		**212**	**$97,765**	**$128,480**	**$159,195**		**EX**
214	**NEW**	**Network Architect**		**211**	**$93,110**	**$122,363**	**$151,615**		**EX**
217	**NEW**	**Sr. Network Architect**		**213**	**$102,653**	**$134,904**	**$167,155**		**EX**
235		Technical Services Manager	209	209	$84,453	$110,986	$137,519		EX
230		Security Analyst	209	209	$84,453	$110,986	$137,519		EX
216		Application Analyst/Developer	207	207	$76,601	$100,668	$124,734		EX
224		Sr. IT Infrastructure Coordinator	127	127	$71,172	$93,533	$115,893		NE
236		Sr. Technical Support Specialist	126	126	$67,783	$89,079	$110,375		NE
237		Technical Support Specialist	123	123	$58,554	$76,950	$95,346		NE
238		Technical Support Specialist Trainee	121	121	$53,110	$69,796	$86,481		NE
225		IT Infrastructure Coordinator	122	122	$55,765	$73,285	$90,806		NE
239		IT Intern	115	115	$39,631	$52,083	$64,534		NE
		Records Management							
202		RIM Program Manager	212	212	$97,765	$128,480	$159,195		EX
227		Sr. RIM Specialist	123	123	$58,554	$76,950	$95,346		NE
229		RIM Specialist	120	120	$50,581	$66,472	$82,363		NE
		Financial Management							
240		Chief Financial Officer	303	303	$124,776	$163,978	$203,179		EX
241		Deputy Chief Financial Officer	214	214	$107,786	$141,650	$175,513		EX
242		Accounting Operations Manager	212	212	$97,765	$128,480	$159,195		EX
258		Payroll Manager	210	210	$88,676	$116,536	$144,395		EX
255		Payroll Coordinator	206	206	$72,953	$95,873	$118,793		EX
256		Payroll Specialist	124	124	$61,481	$80,797	$100,113		NE
245		Sr. Accountant	206	206	$72,953	$95,873	$118,793		EX
246		Accountant	203	203	$63,019	$82,818	$102,617		EX
251		P Card Administrator	124	124	$61,481	$80,797	$100,113		NE
252		Accounts Payable Coordinator	121	121	$53,110	$69,796	$86,481		NE
253		Sr. AP Coordinator	123	123	$58,554	$76,950	$95,346		NE
263		Finance & Budget Analyst	208	208	$80,431	$105,701	$130,970		EX
262		Sr. Finance & Budget Analyst	210	210	$88,676	$116,536	$144,395		EX
		Procurement & Supply Management							
275		Sr. Supply Specialist	118	118	$45,878	$60,292	$74,706		NE
276		Supply Specialist	116	116	$41,613	$54,687	$67,760		NE
270		Chief Purchasing Officer	213	213	$102,653	$134,904	$167,155		EX
272		Sr. Buyer	204	204	$66,170	$86,959	$107,748		EX
271		Deputy Chief Purchasing Officer	211	211	$93,110	$122,363	$151,615		EX
273		Buyer	123	123	$58,554	$76,950	$95,346		NE
278		Procurement Contract Manager	209	209	$84,453	$110,986	$137,519		EX
281		Procurement Operations Manager	208	208	$80,431	$105,701	$130,970		EX
		Human Resources & Risk Management							
130		Human Resources Manager	303	303	$124,776	$163,978	$203,179		EX
131		Deputy Human Resources Manager	212	212	$97,765	$128,480	$159,195		EX
132		Compensation Manager	210	210	$88,676	$116,536	$144,395		EX
133		Benefits & Pension Manager	210	210	$88,676	$116,536	$144,395		EX
135		Risk Manager	210	210	$88,676	$116,536	$144,395		EX
134		Organizational Development Manager	210	210	$88,676	$116,536	$144,395		EX
146		Recruitment Manager	210	210	$88,676	$116,536	$144,395		EX
141		Safety Coordinator	208	208	$80,431	$105,701	$130,970		EX
143		HR Analyst 3	127	127	$71,172	$93,533	$115,893		NE
144		HR Analyst 2	124	124	$61,481	$80,797	$100,113		NE
145		HR Analyst 1	121	121	$53,110	$69,796	$86,481		NE
136		Sr. Risk Management Specialist	125	125	$64,555	$84,837	$105,119		NE
137		Risk Management Specialist	122	122	$55,765	$73,285	$90,806		NE

Los Alamos County Council
Regular Session
March 25, 2025
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100 Series - Hourly, NonExempt
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Los Alamos County
FY25 Salary Plan Job Class Order
Effective March 25, 2025

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	PROPOSED Current Grade	PROPOSED New Grade	PROPOSED Minimum	PROPOSED Midpoint	PROPOSED Maximum	Change In Grade	Exempt/ Non-Exempt
		asterix=benchmarked job, red=new change							
Community & Economic Development Series									
		Community Development							
180		Housing and Special Projects Manager	212	212	$97,765	$128,480	$159,195		EX
181		Housing Program Coordinator	207	207	$76,601	$100,668	$124,734		EX
182		Chief Building Official	212	212	$97,765	$128,480	$159,195		EX
185		Building Safety Manager	208	208	$80,431	$105,701	$130,970		EX
172		Planning Manager	210	210	$88,676	$116,536	$144,395		EX
173		Principal Planner	209	209	$84,453	$110,986	$137,519		EX
174		Sr. Planner	207	207	$76,601	$100,668	$124,734		EX
175		Associate Planner	203	203	$63,019	$82,818	$102,617		EX
171		Housing Specialist	203	203	$63,019	$82,818	$102,617		EX
183		Sr. Building Inspector	125	125	$64,555	$84,837	$105,119		NE
189		Sr. Plans Examiner	125	125	$64,555	$84,837	$105,119		NE
177		Sr. Permit Technician	122	122	$55,765	$73,285	$90,806		NE
188		Plans Examiner	122	122	$55,765	$73,285	$90,806		NE
184		Building Inspector	122	122	$55,765	$73,285	$90,806		NE
187		Code Compliance Officer	122	122	$55,765	$73,285	$90,806		NE
176		Assistant Planner	120	120	$50,581	$66,472	$82,363		NE
179		Permit Technician	120	120	$50,581	$66,472	$82,363		NE
		Economic Development							
121		Economic Development Administrator	214	214	$107,786	$141,650	$175,513		EX
122		Economic Development Program Mgr	208	208	$80,431	$105,701	$130,970		EX
124		Marketing Specialist	205	205	$69,479	$91,307	$113,136		EX
Community Services Series									
		Library							
311		Library Manager	212	212	$97,765	$128,480	$159,195		EX
315		Sr. Librarian	207	207	$76,601	$100,668	$124,734		EX
316		Librarian	205	205	$69,479	$91,307	$113,136		EX
325		Program Specialist	122	122	$55,765	$73,285	$90,806		NE
317		Sr. Library Specialist	121	121	$53,110	$69,796	$86,481		NE
319		Library Specialist	119	119	$48,172	$63,307	$78,441		NE
321		Library Associate	117	117	$43,694	$57,421	$71,149		NE
327		Community Services Monitor	115	115	$39,631	$52,083	$64,534		NE
		Parks & Recreation							
330		Recreation Superintendent	210	210	$88,676	$116,536	$144,395		EX
332		Recreation Program Manager	208	208	$80,431	$105,701	$130,970		EX
362		Head Golf Professional	203	203	$63,019	$82,818	$102,617		EX
352		Aquatics Coordinator	122	122	$55,765	$73,285	$90,806		NE
363		Asst Golf/Ice Rink Professional	121	121	$53,110	$69,796	$86,481		NE
341		Customer Service Supervisor	120	120	$50,581	$66,472	$82,363		NE
354		Lifeguard Supervisor	120	120	$50,581	$66,472	$82,363		NE
334		Recreation Specialist	120	120	$50,581	$66,472	$82,363		NE
337		Sr. Recreation Leader	118	118	$45,878	$60,292	$74,706		NE
344		Customer Service Associate 3	118	118	$45,878	$60,292	$74,706		NE
338		Recreation Leader	117	117	$43,694	$57,421	$71,149		NE
355		Sr. Lifeguard	117	117	$43,694	$57,421	$71,149		NE
342		Customer Service Associate 2	116	116	$41,613	$54,687	$67,760		NE
356		Lifeguard	115	115	$39,631	$52,083	$64,534		NE
343		Customer Service Associate 1	114	114	$37,744	$49,602	$61,461		NE
358		Lifeguard Trainee	114	114	$37,744	$49,602	$61,461		NE
		Parks & Recreation Maintenance							
371		Parks Superintendent	210	210	$88,676	$116,536	$144,395		EX
379		Open Space Specialist	206	206	$72,953	$95,873	$118,793		EX
365		GC/Ice Maintenance Superintendent	204	204	$66,170	$86,959	$107,748		EX
372	**Regraded**	**Assistant Parks Superintendent**	**206**	**207**	**$76,601**	**$100,668**	**$124,734**	**1**	**EX**
366		GC/Ice Maintenance Asst Superintend	123	123	$50,581	$66,472	$82,363		NE
367		GC Maintenance Mechanic	119	119	$48,172	$63,307	$78,441		NE
357	**New**	**Aquatics Maintenance Specialist 1**		**116**	**$41,613**	**$54,687**	**$67,760**		**NE**
359	**Title**	**Aquatics Maintenance Specialist 2**		**118**	**$53,605**	**$70,447**	**$87,288**		**NE**
360	**New**	**Aquatics Maintenance Specialist 3**		**120**	**$50,581**	**$66,472**	**$82,363**		**NE**
375		Parks Maintenance Construction Specialist 3	121	121	$53,110	$69,796	$86,481		NE
376		Parks Maintenance Construction Specialist 2	118	118	$45,878	$60,292	$74,706		NE
377		Parks Maintenance Construction Specialist 1	116	116	$41,613	$54,687	$67,760		NE
380		Arborist	121	121	$53,110	$69,796	$86,481		NE
378		Irrigation Specialist	118	118	$45,878	$60,292	$74,706		NE
373		Parks District Supervisor	126	126	$67,783	$89,079	$110,375		NE
		Social Services							
391		Social Services Manager	209	209	$84,453	$110,986	$137,519		EX
393		Case Coordination Specialist	202	202	$60,018	$78,874	$97,731		EX
396		Health Care Specialist	119	119	$48,172	$63,307	$78,441		NE

100 Series - Hourly, NonExempt
200/300 Series - Annual, Exempt

Los Alamos County
FY25 Salary Plan Job Class Order
Effective March 25, 2025

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	PROPOSED Current Grade	PROPOSED New Grade	PROPOSED Minimum	PROPOSED Midpoint	PROPOSED Maximum	Change In Grade	Exempt/ Non-Exempt
		asterix=benchmarked job, red=new change							
Public Safety Series									
		Police Command							
401		Deputy Police Chief	303	303	$124,776	$163,978	$203,179		EX
402		Police Commander	215	215	$113,176	$148,732	$184,289		EX
441		Emergency Services Commander	215	215	$113,176	$148,732	$184,289		EX
		Police Administration							
409	**Regraded**	**Victim Assistant**	**118**	**202**	**$45,878**	**$60,292**	**$74,706**	**5**	**EX**
443		Deputy Emergency Manager	210	210	$88,676	$116,536	$144,395		EX
444		Emergency Management Coordinator	207	207	$76,601	$100,668	$124,734		EX
442		Emergency Management Specialist	203	203	$63,019	$82,818	$102,617		EX
410		Records Specialist 1		120	$50,581	$66,472	$82,363		NE
411		Records Specialist 2		121	$53,110	$69,796	$86,481		NE
412		Records Specialist 3		122	$55,765	$73,285	$90,806		NE
		Emergency Communications							
421		Emergency Communications Center Manager	212	212	$97,765	$128,480	$159,195		EX
423		Dipatch Shift Supervisor	126	126	$67,783	$89,079	$110,375		NE
426		Emergency Communications Specialist 3	124	124	$0	$80,797	$100,113		NE
424		Emergency Communications Specialist 2	122	122	$55,765	$73,285	$90,806		NE
425		Emergency Communications Specialist 1	120	120	$50,581	$66,472	$82,363		NE
		Detention							
431		Detention Administrator	212	212	$97,765	$128,480	$159,195		EX
433		Detention Sergeant	128	128	$74,731	$98,210	$121,688		NE
434		Detention Corporal	124	124	$61,481	$80,797	$100,113		NE
435		Detention Officer	119	119	$48,172	$63,307	$78,441		NE
		Animal Control							
445		Animal Shelter Manager	123	123	$58,554	$76,950	$95,346		NE
448		Sr. Animal Control Officer	119	119	$48,172	$63,307	$78,441		NE
447	**Unarchived/ Title/ Regraded**	**Animal Control Supervisor**	**121**	**123**	**$58,554**	**$76,950**	**$95,346**	**2**	**NE**
449		Animal Control Officer	117	117	$43,694	$57,421	$71,149		NE
		Fire Command							
461		Deputy Fire Chief	303	303	$124,776	$163,978	$203,179		EX
462		Fire Battalion Chief	215	215	$113,176	$148,732	$184,289		EX
		Fire Administration							
485		Security/Administrative Services Mgr	212	212	$97,765	$128,480	$159,195		EX
480		Fire Technology Manager	211	211	$93,110	$122,363	$151,615		EX
484		Fire Technology Specialist	121	123	$58,554	$76,950	$95,346	2	NE
488	**NEW**	**Sr. Fire Technology Specialist**		**125**	**$64,555**	**$84,837**	**$105,119**		**NE**
490	**NEW**	**Fire Program Specialist 1**		**121**	**$53,110**	**$69,796**	**$86,481**		**NE**
491	**NEW**	**Fire Program Specialist 2**		**123**	**$58,554**	**$76,950**	**$95,346**		**NE**
492	**NEW**	**Fire Program Specialist 3**		**125**	**$64,555**	**$84,837**	**$105,119**		**NE**
Public Works Series									
		Airpoprt							
509		Airport Manager	209	210	$88,676	$116,536	$144,395		EX
510		Deputy Airport Manager	208	208	$80,431	$105,701	$130,970		EX
		Public Works Engineering							
501		Deputy Public Works Director	303	303	$124,776	$163,978	$203,179		EX
505		County Engineer	215	215	$113,176	$148,732	$184,289		EX
506		County Surveyor	210	210	$88,676	$116,536	$144,395		EX
		Capital Projects							
503		Capital Projects & Facilities Manager	213	213	$102,653	$134,904	$167,155		EX
511		Facilities Manager	209	209	$84,453	$110,986	$137,519		EX
512		Facilities Maintenance Superintendent	206	206	$72,953	$95,873	$118,793		EX
514		Construction Foreman	124	124	$61,481	$80,797	$100,113		NE
515		Sr. Construction Specialist	121	121	$53,110	$69,796	$86,481		NE
516		Construction Specialist	118	118	$45,878	$60,292	$74,706		NE
517		Mechanical & Plumbing Apprentice	119	119	$48,172	$63,307	$78,441		NE
518		Mechanical & Plumbing Journeyman	122	122	$55,765	$73,285	$90,806		NE
519		Mechanical & Plumbing Foreman	125	125	$64,555	$84,837	$105,119		NE
		Facilities Management							
521		Facilities Services Manager	206	206	$72,953	$95,873	$118,793		EX
523		Lead Custodian	117	117	$43,694	$57,421	$71,149		NE
526		Custodian	114	114	$37,744	$49,602	$61,461		NE
527		Custodian Trainee	113	113	$35,947	$47,240	$58,534		NE

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100 Series - Hourly, NonExempt
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Los Alamos County
FY25 Salary Plan Job Class Order
Effective March 25, 2025

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	PROPOSED Current Grade	PROPOSED New Grade	PROPOSED Minimum	PROPOSED Midpoint	PROPOSED Maximum	Change In Grade	Exempt/ Non-Exempt
		asterix=benchmarked job, red=new change							
		Environmental Services							
531		Environmental Services Manager	209	209	$84,453	$110,986	$137,519		EX
532		Environmental Services Superintendent	206	206	$72,953	$95,873	$118,793		EX
535		Administrative Scale Operator	118	118	$45,878	$60,292	$74,706		NE
539		Environmental Services Technician	114	114	$37,744	$49,602	$61,461		NE
538		Sr. Enviromental Services Technician	116	116	$41,613	$54,687	$67,760		NE
		Fleet							
541		Fleet Manager	210	210	$88,676	$116,536	$144,395		EX
542		Fleet Supervisor	206	206	$72,953	$95,873	$118,793		EX
544		Fleet Shop Foreman	125	125	$64,555	$84,837	$105,119		NE
546		Fleet Mechanic 3	123	123	$58,554	$76,950	$95,346		NE
547		Fleet Mechanic 2	121	121	$53,110	$69,796	$86,481		NE
548		Fleet Mechanic 1	117	117	$43,694	$57,421	$71,149		NE
		Traffic & Streets							
571		Traffic & Streets Mgr/Traffic Engineer	213	213	$102,653	$134,904	$167,155		EX
572		Traffic Manager	208	208	$80,431	$105,701	$130,970		EX
574		Street Maintenance Superintendent	207	207	$76,601	$100,668	$124,734		EX
575		Asst Street Maintenance Superintend	126	126	$67,783	$89,079	$110,375		NE
577		Transportation Safety Specialist	123	123	$58,554	$76,950	$95,346		NE
586		Sign/Marking Tech 3	119	119	$48,172	$63,307	$78,441		NE
587		Sign/Marking Tech 2	117	117	$43,694	$57,421	$71,149		NE
588		Sign/Marking Tech 1	115	115	$39,631	$52,083	$64,534		NE
		Transit							
551		Transit Manager	210	210	$88,676	$116,536	$144,395		EX
552		Transit Supervisor	207	207	$76,601	$100,668	$124,734		EX
561		Sr. Transit CS Rep/Dispatcher	123	123	$58,554	$76,950	$95,346		NE
562		Transit CS Rep/Dispatcher	121	121	$53,110	$69,796	$86,481		NE
555		Transit Operator Lead	123	123	$58,554	$76,950	$95,346		NE
556		Transit Operator 2	121	121	$53,110	$69,796	$86,481		NE
557		Transit Operator 1	119	119	$48,172	$63,307	$78,441		NE
558		Transit Operator Trainee	117	117	$43,694	$57,421	$71,149		NE
		Labor & Equipment							
922		Lead Equipment Operator	124	124	$61,481	$80,797	$100,113		NE
923		Sr. Equipment Operator	122	122	$55,765	$73,285	$90,806		NE
924		Equipment Operator	119	119	$48,172	$63,307	$78,441		NE
925		Equipment Operator Trainee	117	117	$43,694	$57,421	$71,149		NE
927		Laborer	114	114	$37,744	$49,602	$61,461		NE
929		Student (Casual)	810	810	$13,041	$15,758	$19,266		EX
		Engineering & Projects							
931		Sr. Engineer	214	214	$107,786	$141,650	$175,513		EX
932		Engineering Project Manager	212	212	$97,765	$128,480	$159,195		EX
507		Project Manager	210	210	$88,676	$116,536	$144,395		EX
508		Senior Project Manager	212	212	$97,765	$128,480	$159,195		EX
933		Engineering Associate	208	208	$80,431	$105,701	$130,970		EX
934		Engineering Assistant	204	204	$66,170	$86,959	$107,748		EX
937		Sr. Engineering Aide	122	122	$55,765	$73,285	$90,806		NE
938		Engineering Aide	120	120	$50,581	$66,472	$82,363		NE
939		Engineering Intern	115	115	$39,631	$52,083	$64,534		NE
Utilities Series									
		Utility Management							
641		Deputy Utility Mgr - GWS	303	303	$124,776	$163,978	$203,179		EX
621		Deputy Utility Mgr - Power Supply	303	303	$124,776	$163,978	$203,179		EX
601		Deputy Utility Mgr - Finance and Admn	303	303	$124,776	$163,978	$203,179		EX
611		Deputy Utility Mgr - Engineering	303	303	$124,776	$163,978	$203,179		EX
631		Deputy Utility Mgr - Electrical	303	303	$124,776	$163,978	$203,179		EX
		Operations Support							
603		Business Operations Manager	212	212	$97,765	$128,480	$159,195		EX
605		Water & Energy Conservation Coord	206	206	$72,953	$95,873	$118,793		EX
609		Data Analyst	124	124	$61,481	$80,797	$100,113		NE
612		SCADA Superintendent	212	212	$97,765	$128,480	$159,195		EX
608		Sr. Data Analyst	127	127	$71,172	$93,533	$115,893		NE
613		SCADA System Specialist	132	132	$90,836	$119,374	$147,913		NE
614		SCADA System Technician	130	130	$82,391	$108,276	$134,161		NE
615		GIS System Specialist	207	207	$76,601	$100,668	$124,734		EX
657		Meter Reader Supervisor	122	122	$55,765	$73,285	$90,806		NE
610		Billing & Customer Service Supervisor	122	122	$55,765	$73,285	$90,806		NE
606		Sr. Billing & Service Specialist	119	119	$48,172	$63,307	$78,441		NE
607		Billing & Service Specialist	117	117	$43,694	$57,421	$71,149		NE

Los Alamos County Council
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100 Series - Hourly, NonExempt
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Los Alamos County
FY25 Salary Plan Job Class Order
Effective March 25, 2025

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	PROPOSED					Change In Grade	Exempt/ Non-Exempt
			Current Grade	New Grade	Minimum	Midpoint	Maximum		
		asterix=benchmarked job, red=new change							
		Electric Production							
622		Power System Supervisor	214	214	$107,786	$141,650	$175,513		EX
626		H-E Plant Supervisor	214	214	$107,786	$141,650	$175,513		EX
623		Sr. Power System Operator	132	132	$90,836	$119,374	$147,913		NE
624		Power System Operator	130	130	$82,391	$108,276	$134,161		NE
627		Sr. H-E Maintenance Technician	130	130	$82,391	$108,276	$134,161		NE
628		H-E Maintenance Technician	127	127	$71,172	$93,533	$115,893		NE
625		Power System Operator Apprentice	122	122	$55,765	$73,285	$90,806		NE
629		H-E Maintenance Tech Apprentice	120	120	$50,581	$66,472	$82,363		NE
630		Electric Production Resource Coordinator	212	212	$97,765	$128,480	$159,195		EX
		Electric Distribution							
632		Electrical Engineering Manager	214	214	$107,786	$141,650	$175,513		EX
633		Lineman Supervisor	131	131	$86,510	$113,690	$140,869		NE
		Gas, Water & Sewer							
642		GWS Superintendent	210	210	$88,676	$116,536	$144,395		EX
645	**Correction**	**GWS Supervisor**	**126**	**126**	**$67,783**	**$89,079**	**$110,375**		NE
		Wastewater							
681		WWTP Superintendent	210	210	$88,676	$116,536	$144,395		EX
682		WWTP Supervisor	126	126	$67,783	$89,079	$110,375		NE
		Water Supply							
661		Water Systems Superintendent	210	210	$88,676	$116,536	$144,395		EX
675		Water Systems Supervisor	126	126	$67,783	$89,079	$110,375		NE

Los Alamos County Council
Regular Session
March 25, 2025
Item 9.C - Attachment A

Budget Revision 2025 - 44

Council Meeting Date:03/25/2025

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	Economic Development Fund/ CDD/ ED	17145392	8369		$ (2,000,000)		$ 2,000,000
2	Economic Development Fund/ Transfers Out	17145392	9601			$ (2,000,000)	$ (2,000,000)
3	General Fund/ County Manager/ Regional Strategic Partner	01130225	8369		$ 2,000,000		$ (2,000,000)
4	General Fund/ Transfers In	01140195	7617			$ 2,000,000	$ 2,000,000
5							$ -
6							$ -
7							$ -
8							$ -
9							$ -
10							$ -

Description: Transfering earmarked funds for the broadband project into the Regional Strategic Partner Account in General Fund for the agreement with San Ildefonso.

Fiscal Impact: 0.00

ATTACHMENT A

Budget Revision 2025 - 45

Council Meeting Date: 03/25/2025

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	General Fund/ CDD/Economic Development	01145150	8359		$ (9,226,250)		$ (9,226,250)
2	General Fund/ Transfer Out	01140195	8369			$ (9,226,250)	$ 9,226,250
3	Economic Development Fund/ CDD/ Economic Development	17145392	8369		$ 9,226,250		$ (9,226,250)
4	Economic Development Fund/Transfer In	17145392	7601			$ 9,226,250	$ 9,226,250
5							$ -
6							$ -
7							$ -
8							$ -
9							$ -
10							$ -

Description: Transfering Economic Development Funds that were budgeted in the General Fund to the Economic Development fund to support initiatives.

Fiscal Impact: 0.00, the funds are just moving from one fund to the other from funds that are already budgeted.

INCORPORATED COUNTY OF LOS ALAMOS
AND
SAN ILDEFONSO SERVICES, LLC

BROADBAND MIDDLE MILE GRANT AGREEMENT TO PROVIDE MATCHING FUNDS

This Grant Agreement (hereinafter "**Agreement**") constitutes a matching fund grant from the Incorporated County of Los Alamos (**County or Grantor**) to San Ildefonso Services, LLC (**SIS or Grantee**), a tribally charted corporation wholly owned by the Pueblo de San Ildefonso, a federally recognized Indian tribe located in the State of New Mexico (**Pueblo**), collectively hereinafter referred to as the "**Parties**."

RECITALS

WHEREAS, the Council of the Incorporated County of Los Alamos passed a Motion on March 5, 2024, to appropriate TWO MILLION DOLLARS ($2,000,000) in the form of a grant (**County Grant**) to provide match funding (**Matching Funds**) to the Grantee's Office of Broadband Access and Expansion Middle Mile project to help plan, design, engineer, construct and equip a middle mile broadband infrastructure project, including wireless towers, within, adjoining, near and covering the transportation corridors including state highways NM-31, NM-502 and NM-4, between the Pueblo de San Ildefonso, Espanola, Pojoaque and White Rock;

WHEREAS, the State of New Mexico through the Office of Broadband Access and Expansion (**OBAE**) awarded, on September 16, 2024, a subaward to Grantee in the amount of $3,473,312.15, subject to the Connect New Mexico Grant Agreement # CNMF0824A04 (**OBAE Grant**) in accordance with NMSA §6-5-1 *et. seq*, NMSA §13-1-1 *et. seq*, §1.4 NMAC, and §2.20 NMAC for the broadband infrastructure project as described in the OBAE Grant;

WHEREAS, the County's Matching Funds are based upon Grantee's acceptance, participation and compliance with the OBAE Grant;

WHEREAS, Grantee has registered with the Internal Revenue Service in its name as stated herein, and been issued EIN 32-0207753;

WHEREAS, this Agreement is intended to memorialize an agreement between the County and Grantee regarding the award of the County Matching Funds required by the OBAE Grant, and contains the entire understanding and agreement between the Parties;

WHEREAS, the County's Matching Funds are made contingent on this written Agreement between the County and the Grantee delineating the Parties' respective obligations and responsibilities;

WHEREAS, the Parties incorporate herein, without repeating, the relevant terms of the OBAE Grant, including any amendments, if any, as set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by the Parties as follows:

ARTICLE 1 – COUNTY GRANT

The Council of the Incorporated County of Los Alamos, by Motion unanimously passed on March 5, 2024, appropriated and committed TWO MILLION DOLLARS ($2,000,000) in the form of a grant, as the County's 36.5% Matching Funds to the OBAE Grant toward Grantee's community and regional effort to plan, design, engineer, construct and equip a middle mile broadband infrastructure project, including wireless towers, within, adjoining, near and covering the transportation corridors between the Pueblo de San Ildefonso, Espanola, Pojoaque and White Rock.

ARTICLE 2 – CONTRACT DOCUMENTS

A. The "Contract Documents" described in the OBAE Grant, and any amendments thereto, are incorporated herein, including the following OBAE Grant exhibits, each of which is incorporated into this Agreement as though fully set forth herein:

1. Scope of Work as described in Article 6 of the OBAE Grant (**Exhibit A)**
2. Detailed Project Budget (**Exhibit B**)
3. Service Area Map (**Exhibit C**)
4. Project Schedule (**Exhibit D**)
5. List of Service Offerings and Pricing Schedule (**Exhibit E**)
6. Serviceable Locations (**Exhibit F)**
7. Request for Disbursement **(Exhibit G)**

B. In the case of dispute or ambiguity arising between any of the Contract Documents, the relevant terms and conditions set forth in the OBAE Grant, and the main body of this Agreement, this Agreement and its amendments, if any, shall take precedence.

ARTICLE 3 – GRANT AMOUNT AND USES; MATCHING FUNDS; AVAILABILITY OF GRANT FUNDS

A. Grant Amount. Subject to the terms of this Agreement, the County hereby awards exclusively to Grantee a sum not to exceed TWO MILLION DOLLARS ($2,000,000) to be used for the purposes of funding portions of the broadband infrastructure project as specified in Exhibit A of the OBAE Grant (the "**Project**"). The County Matching Funds are to be used for approved eligible costs, construction and expansion of high-speed broadband infrastructure used to provide service as specified in Exhibit B of the OBAE Grant.

B. Eligible Expenses. Eligible expenses for the Project shall be determined in accordance with the accounting principles identified in §2.20.5 NMAC and may be used to cover expenses incurred during the period of performance as described in Article 4(B) and for allowable closeout costs incurred during the grant closeout process. A non-exhaustive list of eligible expenses includes:

1. OBAE Application Preparation
2. Permitting and Regulatory Reviews
3. Network Planning and Design
4. Network Infrastructure Deployment Costs related to the construction, improvement, and acquisition of network facilities required to deploy broadband infrastructure, including: materials for cables, conduits, ducts, poles, towers, repeaters, etc.
5. Personnel Costs
6. Any costs directly or indirectly related to the above enumerated paragraphs 1 through 5 and as agreed upon by the County and Grantee so long as such cost complies with the OBAE Grant.

C. Matching Funds. This County Grant is provided to satisfy the required matching funds contribution in the amount of at least TWO MILLION DOLLARS ($2,000,000) for the Project, approximately 36.5% of the total Project cost. Matching Funds must consist of cash and in-kind contributions as expressly described in the Detailed Project Budget attached as Exhibit B**,** part of the OBAE Grant.

D. Availability of Grant Funds. Notwithstanding anything in this Agreement to the contrary, all obligations of the County hereunder, including, without limitation, the disbursement of Matching Funds pursuant to this Agreement are contingent upon Grantee's compliance with the OBAE Grant.

E. Overbudget. Grantee is responsible for performing to completion, the Project, even if the total actual expenditures exceed the amount stated in the Detailed Project Budget, Exhibit B, and Grantee solely assumes any financial risk should the Project come in over budget; provided that any cost increases due to delays outside of Grantee's control may be shared by the County and Grantee upon mutually acceptable terms, in writing. County and Grantee may also consent to amend this Agreement, in writing, to increase the Matching Funds. Any such amendment to increase the amount of the Matching Funds, shall require County Council approval before being effective.

F. Remaining Funds. In the event Matching Funds are not expended in their entirety, any remaining Matching Funds may be re-directed as agreed upon in writing by the County and Grantee.

G. Budget. The Matching Funds shall be available for disbursement to the Grantee for the Project after this Agreement is fully executed or the expenditure of the OBAE Grant amount, whichever occurs first.

ARTICLE 4 – EFFECTIVE DATE; PERIOD OF PERFORMANCE; BUDGET PERIOD

A. Effective Date. This Agreement shall take effect upon execution by all parties ("**Effective Date**").

B. Subaward Period of Performance Start and End Date. The period of performance shall start on the Effective Date and the Project must be completed in accordance with the Project Schedule found in Exhibit D of the OBAE Grant (hereinafter "**Performance Period**"). The Grantee must inform County of any extensions required by the OBAE Grant which would affect the Performance Period here. In the event of an extension of the Performance Period required by the OBAE Grant, the Grantee is not required to seek approval from the County for such extension here. Other circumstances may arise for which Grantee may request approval from the County to extend the Performance Period on the condition Grantee demonstrates the following: (a) significant progress has been completed; (b) extenuating circumstances require an extension of time to allow the Project to be completed; and, (c) a detailed plan that will allow the Project to be completed within a reasonable extension period.

C. Subaward Budget Period Start and End Date. The budget period shall start upon the Effective Date and shall end no later than June 30, 2026 (hereinafter "**Budget Period**"), unless extended upon agreement by both parties in writing. Grantee must submit to the County, no later than 90 calendar days or a later date if required by the OBAE Grant (or an earlier date as agreed upon in writing by Grantee and the County) after the end date of the Performance Period, all financial, performance, and other reports as required by the terms and conditions of the County Grant, if any.

ARTICLE 5 – SCOPE OF WORK

Grantee's Scope of Work, including all supporting documents (except for Grantee's audited financial statements and *pro forma* financials) and any written modifications or reports resulting from the review by the County (collectively "**Scope of Work,**" attached as Exhibit A to the OBAE Grant), are incorporated into this Agreement. Grantee shall engage in activities as set forth in the Scope of Work. In considering any change request by Grantee, the County may consider mitigating factors not caused by Grantee and/or outside Grantee's control.

ARTICLE 6 – LEGAL COMPLIANCE

A. Project Requirements. Grantee shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, software, services, engineering, testing and/or any other act or thing required to perform and complete the Project in accordance with the

OBAE Grant, the Scope of Work and Project OBAE Grant, including the Project administration requirements, including but not limited to, the following:

1. Procure and provide construction and installation of all necessary broadband infrastructure and equipment for the Project.
2. Develop an operation and maintenance plan for the system upon Project completion.

B. Non-Discrimination. Grantee agrees to comply with all other applicable state statutes, regulations and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving state financial assistance and all applicable environmental laws and regulations.

C. Civil Rights Compliance. The Pueblo and Grantee are not subject to the provisions of the New Mexico Human Rights Act, NMSA §28-1-1 *et. seq*.

D. Maintenance of and Access to Records. Grantee shall maintain records and financial documents sufficient to evidence compliance with state laws, regulations, and related guidance, the OBAE Grant, and this Agreement. The County or their authorized representative shall have the right of access to records (electronic and otherwise) of Grantee, with 48 hours advance written notice, in order to conduct audits or other investigations related to the Matching Funds. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended.

E. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict-of-interest policy consistent with the Governmental Conduct Act, NMSA §10-16-1 *et seq*., and that such conflict-of-interest policy is applicable to each activity funded under this Agreement. Grantee must disclose, in writing, to the County, any conflict of interest or potential conflict of interest affecting the Matching Funds.

F. False Statements. Grantee understands that knowingly and intentionally making false statements or claims in connection with this Agreement may be a violation of law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in future awards or contracts, and/or any other remedy available by law.

ARTICLE 7 – OVERPAYMENTS; DISCLAIMER;

A. Overpayments. Any Matching Funds paid to Grantee (a) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of the County Grant; and (b) that are believed by the County to have been misused, must be returned to the County, provided that Grantee is provided 7 days' written notice and must be given the opportunity to demonstrate compliance and/or remedy the County's concerns within a reasonable amount of time. The County will take any actions available to it to collect such overpayments if it is determined that the Matching Funds must be returned to the County.

B. Disclaimer.

1. Grantee acknowledges and accepts that the County expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of the County Grant or any contract, or subcontract under this Agreement.
2. The acceptance of this Agreement by Grantee does not in any way establish an agency relationship among or between the County and Grantee.

C. Remedies. In the event of Grantee's noncompliance with this Agreement, the County may take available remedies as set forth under the law and in accordance with Article 19 herein.

D. Audit Requirements. Grantee understands that the County may want to conduct an annual audit in accordance with the Audit Act, NMSA § 12-6-2 *et seq,* and that financial records related to this Agreement may be subject to review. Grantee agrees to provide unrestricted access to, or produce copies of, any financial records related to this Agreement to the County, or designated contactor for purposes of completing the audit, upon 48 hours' advanced written notice to Grantee.

E. Labor. Grantee, as a wholly owned corporation of the Pueblo is exempt from New Mexico Public Works Minimum Wage Act requirements.

ARTICLE 8 – DELETED

ARTICLE 9 – PAYMENT DISBURSEMENT

A. Conditions of Disbursement. The following conditions apply to payment disbursements of Matching Funds from the County to Grantee:

1. Grantee's expenditures shall be made during the Performance Period and prior to the termination of this Agreement (*i.e.*, the goods and services have been delivered and accepted or title to the goods have been transferred to the Grantee and/or the services have been rendered for the Grantee);
2. The total amount received by Grantee under this Agreement shall not exceed the specified Matching Funds;
3. Grantee is in compliance with the terms and conditions of this Agreement to the satisfaction of the County; and
4. Grantee has submitted written requests for payment disbursements of Matching Funds consisting of all documentation required under this Article 9.

B. Request for Payment Disbursements Procedures and Deadlines. The County will provide $500,000 initially, within two weeks of the Effective Date. After the initial $500,000 disbursement, Grantee shall request payment disbursements for grant expenditures by submitting written requests for payment disbursements in a form similar to **Exhibit G** of this Agreement (hereinafter "**Request for Disbursement"**).

ARTICLE 10 – REPORTING REQUIREMENTS

A. Quarterly Progress Reports. No later than thirty (30) calendar days after the end of each calendar year quarter commencing on the Effective Date and ending upon Project closeout, Grantee must submit to the County a copy of its quarterly progress report made under the OBAE Agreement.

B. Close-Out Report. Grantee shall deliver a copy of its close out report to the State and to the County no later than ninety (90) calendar days after Substantial Completion or termination of the Agreement or expenditure of all County Grant funds, whichever event occurs last.

ARTICLE 11 – LIAISONS

All project management and coordination on behalf of the County shall be through a single point of contact designated as the County's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work.

The liaisons for this Agreement are:

For the County:
Jerry Smith
Office of County Manager
Director of Broadband
100 Central Ave
Los Alamos, NM 87544
Jerry.smith@lacnm.us

For Grantee:
Peter Fant
SIS Manager
San Ildefonso Services, LLC
02 Tunyo Po
Santa Fe, NM 87506
pfant@sanisvcs.com

ARTICLE 12 – PROJECT MONITORING

The County or any of its authorized agents may monitor and inspect all phases and aspects of Grantee's performance to determine compliance with the Scope of Work, the proper use of Matching Funds, and other technical and administrative requirements of this Agreement, including the adequacy of Grantee's records and accounts. This section shall survive termination of this Agreement.

ARTICLE 13 – NOTICE

All notices or communications required or permitted to be given by a Party under the provisions of this Agreement must be in writing and delivered to the other Party's liaison identified herein.

ARTICLE 14 – ASSIGNMENT OF AGREEMENT; TRANSFER OF PROJECT ASSETS

Grantee may not assign or transfer any portion of this Agreement without the prior written consent of the County, in its sole discretion. In the event that any assets acquired, in whole or in part, with Matching Funds are to be sold, leased, licensed to or operated by a private entity other than Grantee during the useful life of the assets, the sale, lease, license, or operating agreement must be approved by the Grantor before it may become effective by the applicable oversight entity (if any) in accordance with state and federal law or, if no oversight entity is required to approve the transaction, it must be approved before it may become effective by OBAE and the County based on a determination whether the transaction complies with applicable state and federal law and this Agreement. The County understands OBAE likely has a right of first refusal under Article 14 of the OBAE Grant, to any assignment of the Agreement or transfer of Project assets.

ARTICLE 15 –DEFAULT, CURE, TERMINATION AND REMEDIES

A. Default. The County may unilaterally terminate this Agreement for default by Grantee ("**Event of Default**") as authorized by, and subject to the requirements of, § 1.12.21.14 NMAC. Before terminating this Agreement, the County shall provide Grantee notice of the claimed default and provide an opportunity to cure. Grantee shall be allowed at least 30 days to cure the noticed default.

B. Remedies. Upon the occurrence of any Event of Default and Grantee's failure to cure said Event of Default within the applicable cure period as provided by § 1.12.21.14 NMAC, or in the event of termination by the County, the County may, in its sole discretion, exercise any right, or pursue any remedy, authorized by state or federal law, or the terms of this agreement. Such rights and remedies may include, but are not limited to, the following actions:

1. Withhold any remaining payments or disbursements of the Matching Funds to be made under this Agreement, in which event Grantee shall have no right, title, or interest in or to any of the undisbursed Matching Funds;
2. Disallow (that is, deny any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Treat the Agreement as breached and pursue any remedies at law or in equity, or both, as described in Article 19 herein; or
4. Demand repayment of all or a portion of the Matching Funds disbursed to Grantee, plus all costs and reasonable attorney's fees incurred by the County in recovery proceedings.

C. Grantee Termination. Grantee may unilaterally terminate this Agreement for default by County. Before terminating this Agreement, Grantee shall provide County notice of the

default and an opportunity to cure. The County shall be allowed at least 30 days to cure the noticed default. Upon such termination, any unexpended Matching Funds that were disbursed to Grantee shall be returned by Grantee to the County.

D. Mutual Termination. In the event OBAE terminates the OBAE Grant Agreement, County and Grantee shall agree to mutually terminate this Agreement. Upon such termination, any unexpended Matching Funds that were disbursed to Grantee shall be returned by Grantee to the County.

ARTICLE 16 – CONFLICT OF INTEREST

Grantee warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Grantee's performance under this Agreement.

ARTICLE 17 – OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by Grantee or any of its contractors, subcontractors, or subrecipients in furtherance of this Agreement are the property of OBAE, Grantee and the County, unless otherwise limited by the OBAE Grant. Both Grantee and the County have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of both the County and Grantee.

ARTICLE 18 – 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 without regard to its conflict of law provisions.

ARTICLE 19 – MEDIATION AND LIMITED WAIVER OF SIS SOVEREIGN IMMUNITY

A. Any claim or dispute between the parties arising out of the terms of this Agreement that cannot be settled between the parties after good faith efforts, shall first be resolved through mediation as a condition precedent to resolution in the U.S. District Court of New Mexico located in Santa Fe, New Mexico. Mediation is a non-binding process in which the Parties meet with an impartial person who helps resolve the dispute informally and confidentially. Either party can issue a request for mediation in writing, delivered to the other party. Mediation shall be conducted by a mutually agreed upon mediator, and the parties shall share the mediator's fee equally.

B. In the event the dispute cannot be resolved by mediation, SIS expressly grants a limited waiver of sovereign immunity and tribal court jurisdiction and remedies for the sole and exclusive benefit of County for the limited purpose of the commencement, maintenance and enforcement of any action or claims arising out of or related to enforcing the terms of this Agreement through declaratory and/or injunctive relief and consents to the jurisdiction of the U.S. District Court of New Mexico located in Santa Fe, New Mexico. This limited waiver does not survive the termination of this Agreement.

C. SIS expressly agrees to a limited waiver of its immunity regarding all rights or duties it may have to bring claims described above in, proceed before or seek or exhaust remedies in, any tribal court or forum, and the right of any such tribal court or forum to hear or resolve the same claims as above. Accordingly, SIS expressly agrees to waive any rule, doctrine or defense relating to the exhaustion of remedies, abstention or comity that may otherwise require or permit a claim to be heard or resolved in a tribal court or other tribal forum.

D. SIS does not waive, grant a limited waiver of its sovereign immunity, or otherwise consent to the enforcement, levy or other execution of any judgment for money, punitive or interest damages, consequential damages, attorney fees, or other damages against any assets, real or personal, of SIS or the Pueblo.

E. This limited waiver of sovereign immunity is given exclusively to County. SIS does not waive sovereign immunity as to any third-party and this waiver may not be construed to grant any rights or interests to any third party.

F. This limited waiver shall also not be construed as a waiver of any officer, manager, or employee of SIS in their official capacity, nor shall it be construed as a waiver of sovereign immunity of the Pueblo, nor of any officer, manager, or employee of the Pueblo in their official capacity.

ARTICLE 20 – REPRESENTATIONS AND WARRANTIES

Recognizing that the County is relying hereon, Grantee represents and warrants, as of the Effective Date of this Agreement, as follows:

A. Organization; Power, Etc. Grantee: (1) is duly organized and validly existing under the laws of the Pueblo de San Ildefonso; (2) is duly qualified to do business and is in good standing in the State of New Mexico; (3) has legal power to own and operate its assets and to carry on its business and to enter into and perform its obligations under this Agreement; (4) has duly and lawfully obtained and maintained all material licenses, certificates, permits, authorizations and approvals necessary to conduct its business or required by applicable laws; and (5) is eligible to receive the Matching Funds described in this Agreement from the County.

B. Authority. The execution, delivery and performance by Grantee of this Agreement and the performance of the transactions contemplated hereby and thereby have been duly authorized by all necessary actions and do not violate any provision of law or any charter, articles of incorporation, organization documents or bylaws of Grantee or result in a breach of, or constitute a default under, any agreement, security agreement, note or other instrument to which Grantee is a party or by which it may be bound. Grantee has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.

C. Consents. No consent, approval, authorization, order, filing, qualification, license, or permit of any governmental authority is necessary in connection with the execution, delivery, performance, or enforcement of this Agreement, except such as have been obtained and are in full force and effect.

D. Binding Agreement. Each part of this Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.

E. Compliance with Applicable Laws. Grantee will comply with all applicable federal, state, and local laws, rules, regulations, ordinances, codes and orders materially applicable to the performance and administration of this Agreement.

F. Litigation. There is no pending or threatened legal, arbitration or governmental actions or proceedings to which Grantee is a party or to which any of its property is subject which, if adversely determined, could have a material adverse effect on its ability to perform its obligations hereunder.

G. Information Submitted. All information, reports, and other documents and data submitted to the County in connection with Grantee's request for funding were, at the time the same were furnished, complete, and correct in all material respects. Any financial statements or data submitted in connection with Grantee's request for funding present fairly, in all material respects, the financial position of Grantee and the results of its operations in conformity with standard accounting practices. Since the date thereof, there has been no material adverse change in the financial condition or operations of Grantee.

ARTICLE 21 – PURCHASES WITH GRANT FUNDS

Except as specifically authorized in writing in advance by the County, all facilities, materials, equipment, supplies, replacements and all other tangible real or personal property procured for the Project shall not, at the time Grantee submits a Request for Payment Disbursement to the County

for such items, be subject to any conditional sales agreement, mortgage, bailment lease or other agreement reserving to the seller any right, title or lien.

ARTICLE 22 – DEBARMENT

Grantee certifies and agrees to ensure during the term of this Agreement that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any governmental department or agency.

ARTICLE 23 – FORCE MAJEURE

Neither Party will be liable for damages for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party's control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

ARTICLE 24 – GENERAL PROVISIONS

A. Tribal Sovereignty. Nothing in this agreement shall constitute a waiver of the Pueblo of San Ildefonso sovereignty, or be construed to limit the privileges and immunities of sovereign nations.

B. Waiver. A Party's failure to require strict performance of any provision of this Agreement will not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.

C. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.

D. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

E. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process in accordance with Article 19.

F. Entire Agreement. This Agreement along with the Contract Documents comprise the entirety of the binding agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment must be in a written agreement signed by the Parties.

WHEREFORE, the Parties' authorized representatives sign this Agreement as follows.

GRANTEE

By: _____ _____
Peter Fant Date
SIS Manager

INCORPORATED COUNTY OF LOS ALAMOS

By: _____ Date:_____
Anne W. Laurent, County Manager

Approved for financial sufficiency:

By: _____ Date:_____
Helen Perraglio, Chief Financial Officer

Approved for legal sufficiency:

By: _____ Date:_____
J. Alvin Leapheart, County Attorney

EXHIBIT A - Scope of Work

Los Alamos County Council
Regular Session
March 25, 2025
Item 12.E Attachment A

ORGANIZATION LEGAL NAME and DBA [If Applicable]	San Ildefonso Services, LLC
Project Name	San Ildefonso Broadband project
Project Summary	San Ildefonso Broadband Project provides a middle mile fiber connection from Los Alamos County to Pojoaque and RediNET, and wireless towers to accomplish 3 critical objectives for San Ildefonso Pueblo, Los Alamos County and New Mexico. 1. Provide a financially stable business model that will support the 255 NTIA funded Pueblo homes. With the end of the Tribal ACP program, the 255 homes alone do not provide a sustainable network. Because of financial pressures in the Tribal community, it will be difficult to achieve 50% adoption in the area without ACP. San Ildefonso families need broadband for education, healthcare, and future sovereign economic development. 2. Build a resilient fiber connection from Pojoaque, through San Ildefonso Pueblo to Los Alamos County. Los Alamos currently has a single connection off the Mesa that runs 2 miles through an uncontrolled canyon on San Ildefonso Pueblo. This connection has often failed and the infrastructure was in jeopardy due to its location. A secondary connection will provide resiliency to life saving or national emergency systems that are important to Los Alamos County and the National Lab. Additionally, a secondary connection will keep schools, local, and federal government a resilient connect to protect the community's critical infrastructure and businesses. 3. Reinforce 5G wireless deployment and E911 public safety across the region. The 5G/4G wireless and LTE coverage is nonexistent throughout the area critical 911 services have little to no coverage even when driving 13 miles across San Ildefonso Pueblo up to the Los Alamos Mesa. By providing new towers and fiber connections to those towers the region can now rely on expanded 5G and critical life safety systems like First Contact.
Unique Entity Identifier	

NETWORK PURPOSE	Middle-Mile
TECHNOLOGY TYPE	Fiber
Total Project Budget: $5,474,312.15	
Grant Amount Requested	$3,474,215.00
Grant Amount Awarded	$3,474,312.15
Matching Funds Contribution Sources:	Government Entity
Total Matching Cash Funds:	$2,000,000.00
Total Matching InKind Funds:	$0.00
Total Matching Amount in Dollars:	$2,000,000.00
Cost Per Unit/Premises:	$912,385.40
Total Budgeted Costs per Servable Unit/Premises:	$912,385.40
Total Grant Costs per Servable Premises:	$912,385.40
Names of Counties to Be Served	Los Alamos County and Santa Fe County
Number of	2.0

Los Alamos County Council
Regular Session
March 25, 2025
Item 12.E Attachment A

Communities Served	
***Number of Interconnection Points	5.0
Total Fiber Miles	10.96
# New Fiber Miles	10.96
# Upgraded Fiber Miles	0.0
# Leased Fiber Miles:	0.0
Last-Mile Fiber Miles	0.0
Middle-Mile Fiber Miles	10.96
Number of Total Towers/Poles	4.0
Number of New/Owned Poles	4.0
Number of New/Owned Poles	0.0
Number of Leased Towers/Poles	0.0
Number of Base Stations	0.0
How Many Square Miles will be Covered [Coverage Area]?	19.3

How Many Square Miles will be Covered [Coverage Area]?	0.0
Spectrum Frequency Bands Used: if using multiple bands please specify locations/Incidence	0
License Requirement	n/a
Total Premises Covered by Project	2.0
Homes	0
Businesses	2
Community Anchor Institutions	0
Farms	0

Connect New Mexico Fund	
Exhibit B - Detailed Project Budget	
Recipient	San Ildefonso Services, LLC
Project Name	San Ildefonso Broadband Project

	TOTAL BUDGET	TOTAL GRANT	GRANT %	TOTAL CASH MATCH	TOTAL IN-KIND MATCH	TOTAL MATCHING	MATCHING %
TOTALS	$ 5,474,312.15	$ 3,474,312.15	63.47%	$ 2,000,000.00	$ -	$ 2,000,000.00	36.53%

#	Categories and Eligible Cost Areas	Specific Cost Element	Units	Unit Price	Total Element Cost	Grant Amount Per Cost Element	Grant Percentage	Cash - Matching Contribution Per Cost Element	In-Kind - Matching Contribution Per Cost Element	Total Matching Contributions	Matching Contribution Percentage	Brief Narrative of Cost Element (e.g., description, purpose, necessity)
1	**Application Preparation** Costs related to preparing an application	Application prearation and supporting documents	1	$ 100,000.00	$ 100,000.00	$ -	0.00%	$ 100,000.00	$ -	$ 100,000.00	100.00%	Costs for grant application, field surveys and application curing
		Fill	0	$ -	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
2	**Market Assessment**	Fill	0	$ -	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
3	**Permitting and Regulatory Reviews** Upfront costs for rights of way, easement and condemnation; acquiring permits; costs associated with satisfying the environmental, historical and cultural assessment, reviews, and mitigation	NMDOT permits submission & Survey	11	$ 7,700.00	$ 84,700.00	$ 84,700.00	100.00%	$ -	$ -	$ -	0.00%	New Mexico Department of Transportation. NMDOT requirements include AutoCAD drawings, traffic control plans and plan and profile.
		Cultural,environmental & legal survey - towers	4	$ 25,000.00	$ 100,000.00	$ -	0.00%	$ 100,000.00	$ -	$ 100,000.00	100.00%	Tribe and BIA require a legal survey, NEPA EA, and final survey of each installed facility. Paid with matching funds
		Archeologist	1	$ 100,000.00	$ 100,000.00	$ -	0.00%	$ 100,000.00	$ -	$ 100,000.00	100.00%	Designated for San I THPO FT inspection as required by NEPA Cat Ex paid with matching funds
			0		$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
	Network Planning and Design											
4	Architectural and engineering design; field visits to confirm design	Layer 1 Engineering	11048	$ 2.15	$ 23,753.20	$ 23,753.20	100.00%	$ -	$ -	$ -	0.00%	Fiber design for length of project, paid upon completion of bidding process for fiber
		Fill	0	$ -	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
5	**Network Infrastructure Deployment** Costs related to the construction, improvement, and acquisition of network facilities required to deploy broadband infrastructure, including: * Materials for cables, conduits, ducts, poles, towers, repeaters, etc.	Construction w/tax & bonding	1	$ 2,934,169.41	$ 2,934,169.41	$ 2,640,752.47	90.000%	$ 293,416.94	$ -	$ 293,416.94	10.000%	All conduit, fiber, handhole and associated construction costs for buried conduit and fiber from Rio Grande up to White Rock. Includes one boring of Rio Grand at Otowi crossing bridge
		Traffic Control	410	$ 750.00	$ 307,500.00	$ 276,750.00	90.00%	$ 30,750.00	$ -	$ 30,750.00	10.00%	Includes both time to develop submitted traffic control plans and the vendors cost to implement the traffic control plans
		External Project Management	11048	$ 1.48	$ 16,351.04	$ 16,351.04	100.00%	$ -	$ -	$ -	0.00%	10g staff for project monitoring
		Cell towers	4	$ 255,000.00	$ 1,020,000.00	$ -	0.00%	$ 1,020,000.00	$ -	$ 1,020,000.00	100.00%	Assume construction happens after the fiber is installed, paid with matching funds
		Pueblo Project Manager	1	$ 75,000.00	$ 75,000.00	$ -	0.00%	$ 75,000.00	$ -	$ 75,000.00	100.00%	Pueblo Project Manager that reports back to the Governor and community
		Consruction Contingency	1	$ 367,974.06	$ 367,974.06	$ 154,113.89	41.88%	$ 213,860.17	$ -	$ 213,860.17	58.12%	Contingeny, to be moved into appropriate account as project progresses
6	**Network Equipment** - Last-Mile: Electronics necessary to deliver service to an end user including, but not limited to optical line terminal (OLT), optical network terminals (ONT), routers, switches, firewalls, wireless radio equipment, antennae, access points, and any necessary equipment shelters. - Middle-Mile: Electronics necessary to deliver backhaul and middle-mile services	Electronics for Totavi and Tewa	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	100.00%	$ -	$ -	$ -	0.00%	Electroninc equipment, final connectivity to end users
		Fill	0	$ -	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
7	**Customer Premise Equipment**	Fill	0	$ -	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
8	**Land, Buildings and Structures**	Fill	0	$ -	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
		Fill	0	$ -	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill

Exhibit B

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	Costs related to the construction, improvement, and acquisition of land, structures, buildings specific to the deployment of broadband	Fill	0	$ -	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
9	**Long-Term Leases**	Fill	0	$ -	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
10	**Personnel** Personnel costs, including salaries and fringe benefits for staff and consultants required for the implementation of the project (such as project managers, program directors, subject matter experts, grant administrators, financial analysts, accountants, and attorneys)	Admin/grants mgt/reporting/grant writing	1	$ 334,864.44	$ 334,864.44	$ 267,891.55	80.00%	$ 66,972.89	$ -	$ 66,972.89	20.00%	Program activities tracking from the collection of data received from tribal administration, and construction contractors, to conduct an ongoing evaluation throughout pre-construction, construction, to completion.technical services in research, planning and development.
		Fill	0	$ -	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
		Fill	0	$ -	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
		Fill	0	$ -	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
11	**Grants Administration and Reporting**	Fill	0		$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
12	**Testing**	Fill	0	$ -	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!	Fill
				Total	**$ 5,474,312.15**	**$ 3,474,312.15**	**63.47%**	**$ 2,000,000.00**	**$ -**	**$ 2,000,000.00**	**36.53%**	

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Exhibit B

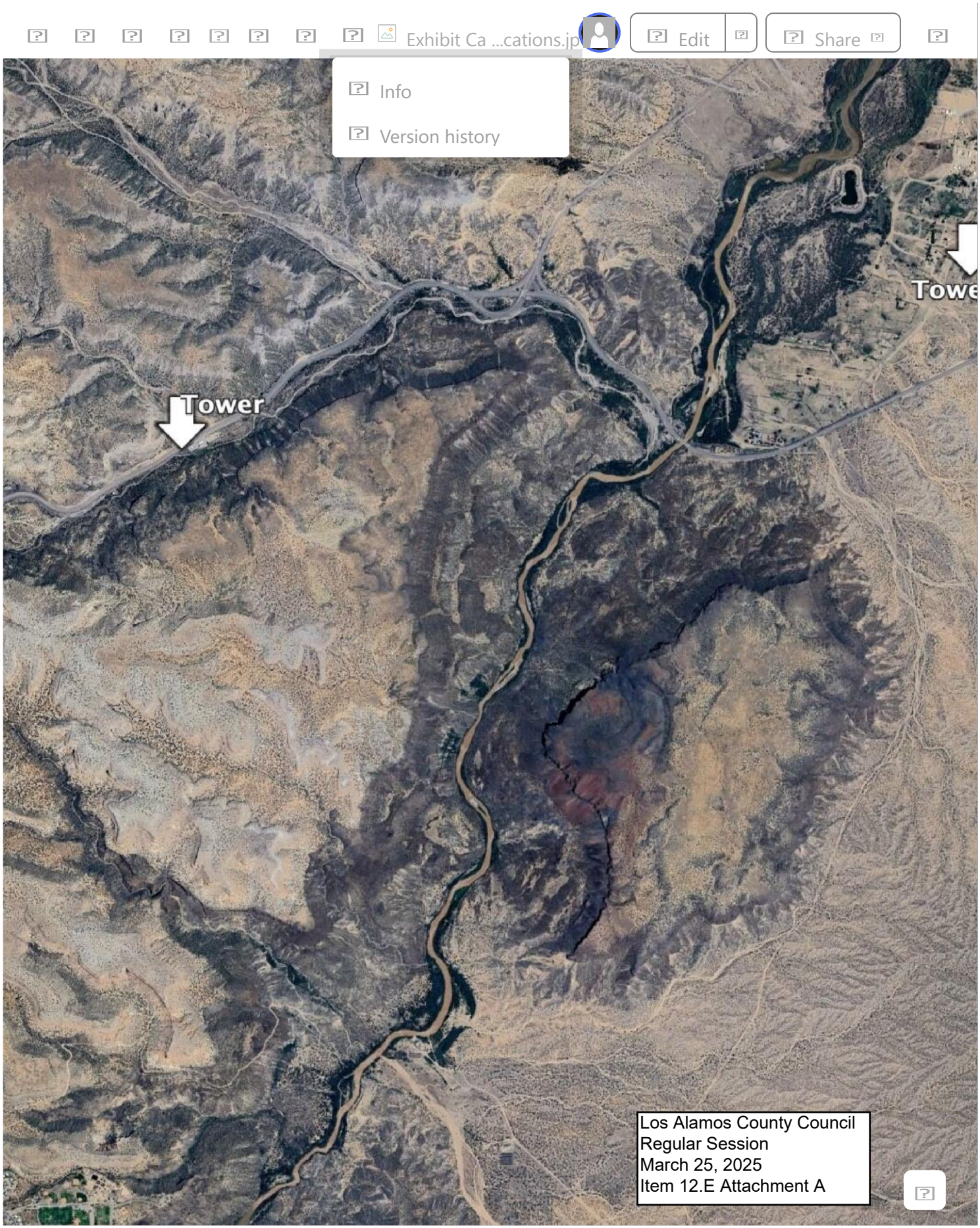
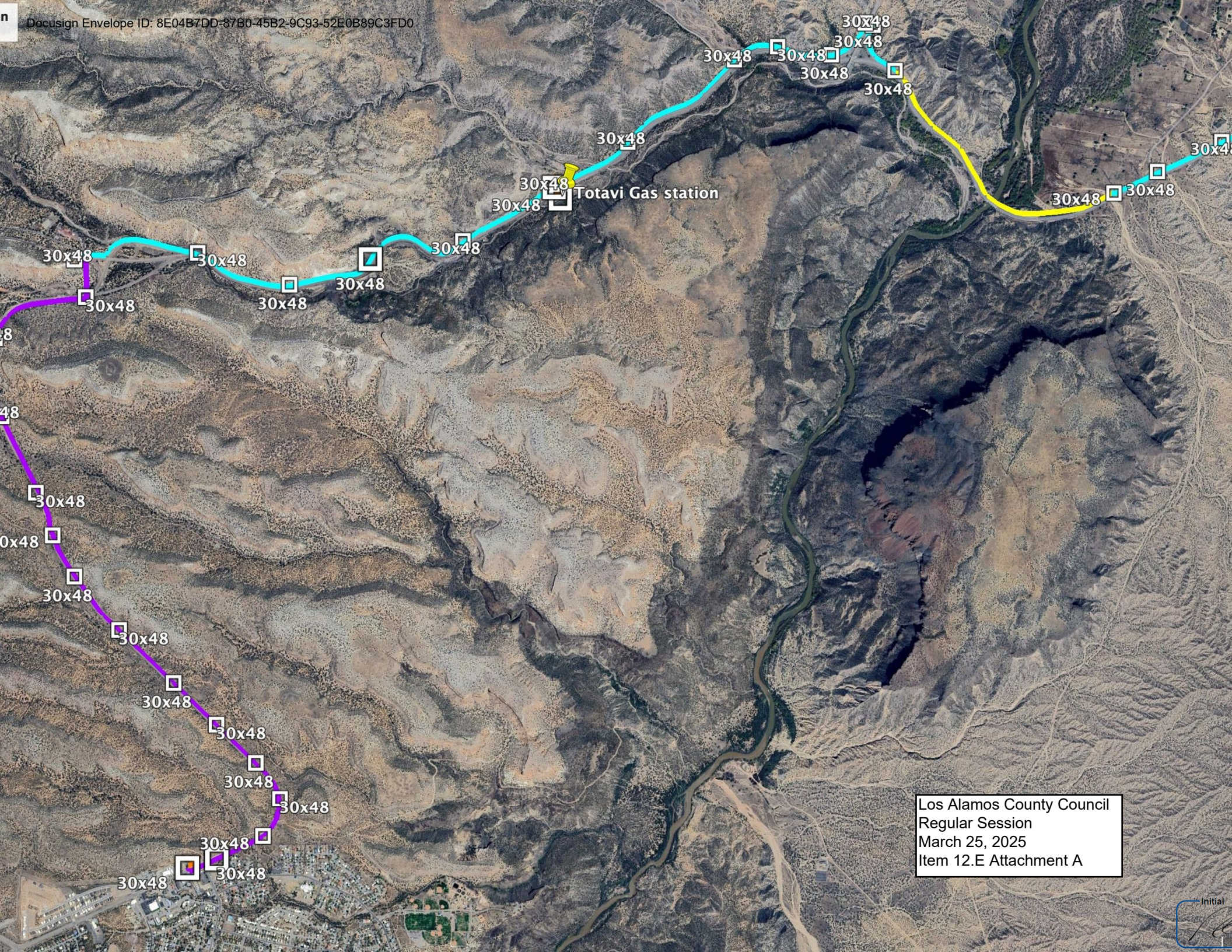

Exhibit Ca ...cations.jp
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Los Alamos County Council
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Exhibit C

Docusign Envelope ID: 8E04B7DD-87B0-45B2-9C93-52E0B89C3FD0



Connect New Mexico Fund	
Exhibit D - Project Schedule	
Recipient	**San Ildefonso Services, LLC**
Project Name	**San Ildefonso Broadband Project**
Id/No	

12-Sep-24

WBS No.	Project Area - Activity (e.g., tasks, actions)	Status (List)	Target Start Date (Month / Year)	Target End Date (Month / Year)	Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)
1.0	**Market Assessment**		**May-24**	**Dec-24**	
1.1	Community Anchor Institution Outreach		May-24	Dec-24	Survey CAI's to determine their need
1.2	State Local and Federal Outreach		May-24	Dec-24	Introduce the project to the community
2.0	**Network and Engineering Design**		**Jul-24**	**Nov-24**	
2.1	Network Design		Jul-24	Nov-24	San I has engaged the design early in anticipation of the grant award. This project will tie into an existing project to facilitate a more timely deployment.
3.0	**Permitting (right of way, easements, etc.)**		**Sep-24**	**Oct-24**	
3.1	NM DOT permitting		Sep-24	Nov-24	The majority of this project is on San I tribal land, NMDOT has been engaged and support the project. A small portion will be placed with a Los Alamos waterline project to reduce installation costs. Department of Energy (Los Alamos Labs) owns a portion of the path, we have engaged DOE for ROW in the portion of the project. We are expecting approval by the time of grant award.

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3.2	San I ROW		Sep-24	Nov-24	San I has a letter from the Governor supporting this project. All of the pathways are pre-disturbed, and we have engaged EA for this project. San I to grant ROW for this project as well as NMDOT, DOE and Los Alamos County.
4.0	**Environmental Assessment**		**Jul-24**	**Jul-25**	
4.1	Environmental Assessment		Jul-24	Jul-25	EA started prior to grant award, the Pueblo along with DOE should have EA clearance by July or August. Cell tower clearance will be completed after NMDOT ROW Clearance
5.0	**Site Preparation**		**Sep-24**	**Nov-25**	
5.1	Site Preparation		Sep-24	Nov-25	Our site prep will be storage areas for the project materials. We have identified the locations and are pre-disturbed locations. Cell tower site prep will happen later

WBS No.	Project Area - Activity (e.g., tasks, actions)	Status (List)	Target Start Date (Month / Year)	Target End Date (Month / Year)	Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)
6.0	**Workforce Development**		**May-24**	**Dec-26**	
6.1	Outreach to identify a training program to get Tribal Members trained for various jobs for construction portion and training for the ongoing support of the ISP		May-24	Dec-26	Fiber Tech Training Customer Service Tech Network Engineer
7.0	**Vendor Selection and Procurement**		**Aug-24**	**Oct-25**	
7.1	RFP		Aug-24	Oct-25	Vendor selection will be through RFP process, per San I procurement policy. Cell towers may be bid later
7.2	Select Vendor		Sep-24	Oct-25	San I will conduct a formal RFP review of respondents, San I team to review and select finalist. Candidants will be notified of award. Cell towers will be awarded later

8.0	**Network Deployment/ Construction**		**Aug-24**	**Dec-26**	
8.1	Order Materials		Aug-24	Apr-25	Construction vendor, when awarded will order the materials. San I has engaged material vendors early to pre-stage materials for this project.
8.2	Construction		Nov-24	Dec-26	Fiber installation is anticipated to take 363 days to construct all within the NMDOT ROW. Cell Tower construction may take up to a year longer due to the specific land clearances if there are issues all outside of DOT ROW
8.3	Fiber Placement		Dec-24	Dec-26	Fiber placement to commence as the conduit is placed
8.4	Fiber Splicing		Jan-25	Dec-26	Fiber splicing will run congruent to the fiber placement. This will accelerate the testing and turn up of the sites.
9.0	**Network Testing**		**Apr-25**	**Dec-26**	
9.1	Fiber Testing		Apr-25	Dec-26	Fiber testing will be completed after fiber splicing and test are completed. Any high loss splices will be repaired during this time.
10.0	**Development and Launch of Marketing Strategy and Sales Programs**		**Nov-24**	**Dec-26**	
10.1	Marketing Program		Nov-24	Dec-26	Begin outreach to customers on the Mesa
10.2	Sales Program		Noc-24	Dec-26	Outreach to Identified customers on the Mesa
11.0	**Development and Launch of Adoption Assistance Programs**		**N/A**	**N/A**	
11.1	NA for Middle Mile				
12.0	**Launch of Commercial Service**		**Jul-25**	**Mar-27**	

WBS No.	Project Area - Activity (e.g., tasks, actions)	Status (List)	Target Start Date (Month / Year)	Target End Date (Month / Year)	Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)

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12.1	60 days after turn up.		Jul-25	Mar-27	Turn Up for first customers.
13.0	**Customer Installations**		**May-25**	**Mar-27**	
13.1	Turn up service		May-25	Mar-27	Customer turn up will immediately follow fiber testing.

Exhibit E

Proposed Services and Pricing
San Ildefonso Broadband Project

This document outlines the available services and pricing for the San Ildefonso Pueblo Network Project. Aimed at ISPs, businesses, and community institutions in the San Ildefonso Pueblo area, it details our internet service offerings designed for varying needs, from basic connectivity to high-capacity requirements. Our goal is to provide scalable and reliable internet solutions that support the digital needs of our community.

1. **Data Service Offerings**:
    - **Dark Fiber**
    - **Pricing**: $150 per mile per fiber pair over an 11-mile stretch
    - **Description**: Offers scalability and control, ideal for ISPs and large businesses for easy traffic management and capacity expansion.
2. **Internet Services**:
    - **1G Internet**: $350/month. Suitable for small to medium enterprises requiring reliable internet connectivity.
    - **10G Internet**: $4,500/month. Designed for larger organizations and ISPs needing higher bandwidth.
    - **100G Internet**: $15,000/month. Caters to institutions and ISPs with extensive internet usage requirements.
3. **Wavelength Services**:
    - **10G Wavelength**: $2,000/month. Perfect for high-capacity, point-to-point connections.
    - **100G Wavelength**: $5,000/month. Suitable for high-demand scenarios like data center interconnects.
    - **400G Wavelength**: $8,000/month. For bandwidth-intensive applications and network backbones.
4. **Tower Leasing**:
    - **Pricing**: $2,500/month. Supports wireless providers in expanding reach and capacity.
5. **Additional Information**:
    - **Unbundled Internet**: All services available as standalone offerings.
    - **Contractual Terms**: Flexible arrangements available.
    - **Non-Recurring Charges**: Installation and activation fees assessed based on service and project scope.
    - **Restrictions**: Fair Use Policy to ensure equitable access and prevent network congestion.

The San Ildefonso Pueblo Network Project is dedicated to enhancing local connectivity through a range of internet services tailored for different user groups. By offering transparent pricing and flexible service options, we aim to address the community's growing digital demands. For more details or inquiries, please contact our team.

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Exhibit F

	Centroid/Mid-Point		
Serviceable - list	**Name**	**Latitude**	**Longitude**
San I tower locations	70' Tower	35.8292104	-106.2076524
San I tower locations	100' Tower	35.8897549	-106.0848851
San I tower locations	70' Tower	35.8699593	-106.2164486
San I tower locations	70' Tower	35.8504363	-106.2199872
White Rock Gas station		35.8741466	-106.1795149
Totavi Gas station		35.8854374	-106.1198391

NOTICE OF OBLIGATION TO DISBURSE PAYMENT TO GRANTEE
EXHIBIT G

Notice of Obligation to Disburse Payment to Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Disburse Payment to Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount: _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

COUNTY
Request for Payment Form
Exhibit G

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I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

Project Title: _____

Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: $ 0.00

C. AIPP Amount *(If Applicable)* : $ 0.00

D. Funds Requested to Date: $ 0.00

E. Amount Requested this Payment: $ 0.00

F. Reversion Amount (*If Applicable*): $ 0.00

G. Grant Balance: $ 0.00

H. ☐ CNMF ☐ GF ☐ GOB ☐ STB

☐

III. Fiscal Year :

2027 (July 1, 2026 - June 30, 2027)

E.

F.

I. Final Request for Payment (*if Applicable*)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification:

☐ I hereby certify to the best of my knowledge and belief, that required reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. Compliance Certification:

☐ Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer or
Fiscal Agent (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

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County of Los Alamos

Staff Report

April 08, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	B.
Index (Council Goals):	Environmental Stewardship - Carbon-Neutral Energy Supply; Quality Excellence - Effective, Efficient, and Reliable Services; DPU FY26 - 1.0 Provide Safe and Reliable Utility Services; DPU FY26 - 5.0 Continuously, Conscientiously, Work Toward Environmental Sustainability
Presenters:	Philo Shelton, Utilities Manager and Angelica Gurule, Sustainability Manager
Legislative File:	**AGR1114-25**

Title

Approval of Amendment No. 1 to Services Agreement No. AGR22-931a,b,c with ChargePoint Which Adds Compensation of $176,766.04, plus Applicable Gross Receipts Tax, for the Purpose of Additional Electric Vehicle Equipment Including Operation and Maintenance Services

Recommended Action

I move that Council approve amendment No. AGR22-931a,b,c-A1 with ChargePoint Incorporated for the purpose of additional Electric Vehicle Charging Equipment and Services.

Utilities Manager's Recommendation

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

Board, Commission or Committee Recommendation

The Board of Public Utilities approved this request at their work session on April 2, 2025 and recommends that Council approve as presented.

Body

Los Alamos County is supporting the replacement of petroleum-fueled motor vehicles with all-electric vehicles by purchasing, installing, and operating six (6) Level 2 Electric Vehicle (EV) Charging Units to be placed at the Los Alamos Municipal Building parking lot as illustrated in Attachment C. To this end, this item is seeking approval of an amendment to AGR22-931a,b,c (Attachment B). The original agreement is shown in Attachment A. The amendment which adds the six Level 2 EV Charging Units adds $176,766.04 to the original compensation amount of $119,008.25 resulting in a new total compensation not to exceed $295,774.29 plus applicable gross receipts tax.

Alternatives

Council could recommend that staff initiate a new and separate agreement instead of amending the current agreement.

Fiscal and Staff Impact/Planned Item

The funding for the project is available through Fiscal Year 2025 Budget Process. Funds were allocated to the Sustainability Office.

Attachments

A - Services Agreement AGR21-46

B - Services Agreement Amendment AGR22-931a,b,c-A1
C - Los Alamos County EV Site Plan

AGR22-931a

CHARGEPOINT®

MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND THE APPLICABLE CHARGEPOINT ENTITY OR ENTITIES ("CPI") WHICH CAN BE FOUND IN SECTION 11.4 BELOW. PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

(a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;

(b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;

(c) Subscriber's use of the APIs as part of the ChargePoint Services;

(d) Each grant of Rights by Subscriber; and

(e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

Exhibit 1:	Flex Billing Terms
Exhibit 2:	API Terms
Exhibit 3:	Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 ***"Affiliate"*** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subjectentity.

2.2 ***"APIs"*** means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 ***"ChargePoint Connections"*** shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

LACF2022-0084 05/13/2022 08:24 AM
Page(s): 74 Naomi D Maestas - County Clerk
Los Alamos County, NM Anna M. Archuleta - Deputy

2.4 ***"ChargePoint®"*** means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 ***"ChargePoint Services"*** means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

2.6 ***"ChargePoint Application"*** means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 ***"Charging Station"*** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 ***"Content"*** means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 ***"CPI Marks"*** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 ***"CPI Property"*** means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 ***"Documentation"*** means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 ***"Effective Date"*** means the earliest of (a) the date that Subscriber executes this Agreement, or (b) the date of Subscriber's first use of the ChargePoint Services.

2.13 ***"Intellectual Property Rights"*** means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 ***"Malicious Code"*** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 ***"Party"*** means each of CPI and Subscriber.

2.16 ***"PII"*** means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 ***"Provisioning"*** means activating Charging Stations, warrantees and Cloud Plans on ChargePoint

2.18 ***"Rights"*** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 ***"Cloud Plan(s)"*** means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing. Each Cloud Plan may be referred to as a "Subscription".

2.20 ***"Subscriber Content and Services"*** means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 ***"Subscriber Marks"*** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 ***"Subscription Fees"*** means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 ***"Taxes"*** shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 ***"User"*** means any person using a Charging Station.

3. **AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS.** A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

4. **CPI'S RESPONSIBILITIES AND AGREEMENTS.**

4.1 **OPERATION OF CHARGEPOINT.** CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 **LIMITATIONS ON RESPONSIBILITY.** CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular

communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. CPI understands that Subscriber is subject to certain public information laws (NMSA 1978, Section 14-2-1 et seq.) which may require release of non-PII informaton to the public. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) intentionally remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States, Canada, or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. If Subscriber is invoiced for the Services, Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars (or, if Subscriber is located in Canada, Canadian Dollars) by check, wire transfer, ACH payment system or other means approved by CPI or if applicable, as described in CPI's credit card policy. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non- cancelable and non-refundable.

6.2 LATE PAYMENTS. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) **USE LIMITATIONS.** Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) **PROHIBITIONS.** Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) **NO REGISTRATION OF CPI MARKS.** Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) **TERMINATION AND CESSATION OF USE OF CPI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless,

cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPONT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM, RENEWAL AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Cloud Plans.

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on ninety (90) days from the date the subscription plan is invoiced. Upon expiration of the original term and with prior written notice from Subscriber, this Agreement will renew for the successive term originally purchased at the list price applicable thereto, subject to increases (not to exceed 5% annually) and Subscriber's right to terminate below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days' written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Notwithstanding the foregoing, there shall no pro-rata refunds allowed on automatic renewals for plans of multiple years. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms. If Subscriber has elected or is required, as the case may be, to pay by credit card as provided in this Agreement or if applicable, as described in CPI's credit card policy, the renewal will be charged to Subscriber's payment method (credit card) on file, which may include any payment method automatically updated by Subscriber's issuing bank. If Subscriber's credit card is declined, invalid, or payment is not made by the issuer of Subscriber's credit card on Subscriber's Subscription Date, without further notice CPI reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Service is discontinued for nonpayment.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

(a) This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) upon providing thirty (30) days prior written notice.

(b) **Funding.** This Agreement shall terminate without further action by Subscriber on the first day of any Subscriber fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. Subscriber shall make reasonable efforts to give CPI at least ninety (90) days advance written notice that funds have not been and are not expected to be appropriated for that purpose.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i)or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INTENTIONALLY OMITTED.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide at least 30 days notice of each such modification to Subscriber. If the changes will have a material adverse change on Subscriber, then CPI, in its sole discretion, will either allow Subscriber to terminate this Agreement without penalty by providing at least thirty (30) day written notice to CPI, or CPI will apply the prior Agreement before the material adverse change to Subscriber for the remainder of the current Term. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION. The ChargePoint entity entering into this Agreement, the address to which Subscriber should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to where the Subscriber is domiciled:

If Subscriber is domiciled in:	**The CPI Entity entering into this Agreement is:**	**Notices should be addressed to:**	**Governing law is:**	**Place of jurisdiction:**	**Forum:**
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing

Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

11.5 NOTICE REGARDING CLAIMS TO REGULATORY COMPLIANCE MECHANISMS. The use of certain ChargePoint Charging Stations may be eligible to generate clean fuels credits, low-carbon fuel standard credits, renewable fuels credits, emissions reduction units, carbon offsets, allowances, renewable fuel and/or obligation certificates, or similar regulatory compliance instruments, collectively ("Regulatory Compliance Mechanisms"), used to comply with applicable federal, state, provincial, international or regional emissions, low-carbon fuel, and/or renewable fuel compliance programs. CPI and Subscriber may be eligible to claim title to Regulatory Compliance Mechanisms, however, only one Party can claim title. Should Subscriber choose to claim regulatory title, assuming Subscriber may be eligible to do so, Subscriber must opt-in to the applicable program and fulfill all ongoing administrative and reporting obligations required of program participants, including recurring verification and/or auditing requirements. CPI intends to claim title to applicable Regulatory Compliance Mechanisms, assuming CPI may be eligible to do so; however, CPI will not claim title to specific Regulatory Compliance Mechanisms that Subscriber has opted to claim. Subscriber agrees that it will provide CPI with written notice of its intent to claim specific Regulatory Compliance Mechanisms within ten (10) days of the Effective Date. If Subscriber does not currently intend to claim regulatory title, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim title to Regulatory Compliance Mechanisms resulting from the use of ChargePoint Charging Stations thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any Regulatory Compliance Mechanisms and hereby designates that right to CPI. All notices shall be provided by email to CPI at lcfsnotification@chargepoint.com.

11.6 NOTICE REGARDING RIN DATA. For Subscriber's located in the United States, CPI will participate in an application to the U.S. Environmental Protection Agency ("EPA") to permit vehicle charging data ("Charging Data") collected by CPI from centrally networked charging stations to be utilized in a process to generate Renewable Identification Numbers ("RIN)" under the Renewable Fuel Standard. CPI must establish its exclusive right to utilize the Charging Data and the associated environmental attributes underlying the charging events represented by the Charging Data (Charging Data and such environmental attributes referred to collectively as, the "RIN Data") for the purposes of RIN generation. Subscriber confirms that it will not pursue utilizing RIN Data for the purposes of RIN generation and that, as between Subscriber and CPI, CPI has the exclusive right to use the RIN Data for the purpose of RIN generation.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, to the following:

Department of Public Utilities

Incorproated County of Los Alamos

1000 Central Avenue, Suite 140

Los Alamos, New Mexico 87544

With copy to:

County Attorney's Office

Incorproated County of Los Alamos

1000 Central Avenue, Suite 340

Los Alamos, NM 87544

or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may not assign any of its rights or obligations herein without the prior written consent of Subscriber. Notwithstanding the foregoing, CPI may assign this Agreement or any of its rights or interests hereunder, or delegate any of its obligations hereunder, to (i) any entity that directly or indirectly controls, is controlled by, or is under common control with CPI, where "control" means the ownership of, or the power to vote, at least twenty percent (20%) of the voting stock, shares or ownership interests of such entity, (ii) CPI's successor pursuant to a merger, reorganization, consolidation or sale, or (iii) an entity that acquires all or substantially all of that portion of CPI's assets or business for which Subscriber's Charging Services were acquired or are being used.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty

on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Master Services and Subscription Agreement as of the Effective Date.

ATTEST

Naomi D. Maestas
County Clerk

INCORPORATED COUNTY OF LOS ALAMOS

BY: Philo S. Shelton, III 5/9/2022
Philo S. Shelton, III P.E. Date
Utilities Manager

Approved as to form:

Kevin Powers for
J. ALVIN LEAPHART
COUNTY ATTORNEY

CHARGEPOINT, INC.

By: _____

Name: _____

Title: Deputy Chief Purchasing Officer

Date: _____

Address:
254 E. Hacienda Ave
Campbell, CA 95008

EXHIBIT 1

FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Subscriber may charge Users fees for the use of Subscriber's Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI's management, collection and/or processing services related to such fees ("Flex Billing").

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 ***"CPI Fees"*** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 ***"Net Session Fees"*** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber's Charging Stations.

1.3 ***"Session"*** or ***"Charging Session"*** means the period of time during which a User uses Subscriber's Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 ***"Session Fees"*** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber's use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI will remit Net Session Fees to Subscriber, not less than monthly , provided that the amount due to Subscriber hereunder is at least fifty U.S. dollars (50) (or, if Subscriber is located in Canada fifty Canadian dollars). Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually and within thirty (30) days of the expiration or termination

of this Agreement. All payments shall be made by electronic payment. In order to facilitate such payments, Subscriber agrees to maintain Subscriber's current bank information, into Subscriber's ChargePoint Services (customer facing portal), to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other than electronic payment (e.g., check or wire transfer), Subscriber agrees to bear the reasonable costs related to such request.

3. TAXES. If applicable, Subscriber is responsible for setting pricing on a Tax-inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable Taxes assessable based on Charging Sessions whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS**. The following additional definitions shall apply to the API Terms.

1.1 ***"API Implementation"*** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 ***"API Documentation"*** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 ***"CPI Site Terms"*** means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber's Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Cloud Plan, and Subscriber's particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying will all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

1.1 ***"Rights Grantor"*** means Subscriber.

1.2 ***"Rights Grantee"*** means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. **TERMS.** This Section governs Subscriber's granting of Rights as a Rights Grantor.

2.1 **LIMITED RIGHTS.** A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter by terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 **RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber's indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 **NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

ChargePoint Assure ("Assure") is a full service and support program designed specifically for your electric vehicle charging station ("Charging Station") purchased from the ChargePoint entity as defined in Section 15 below ("ChargePoint") ("ChargePoint") or its representatives. With your Assure coverage, ChargePoint O&M Partners (defined below) will provide parts, labor, and other services indicated in these Assure Terms and Conditions of Service ("Agreement"). Published specifications for the Charging Stations are available via your ChargePoint account or upon request of ChargePoint or its representatives.

1. **WHAT IS COVERED:** With Assure, ChargePoint agrees to do each of the following, for so long as you purchase and maintain an Assure subscription. For further information please visit https://chargepoint.com/products/service.

   a. **Parts:**

   - Ensure all parts are provided, as necessary, to correct any defect in the materials or workmanship of a Charging Station in a prompt and professional matter.
   - Each Charging Station shall be corrected so that the Charging Station functions in line with that Charging Station's published specifications. For avoidance of doubt, such correction shall be limited to the Charging Station itself and not any issue related to installation or electrical infrastructure.

   b. **Service and Labor:**

   - Except as otherwise provided, ensure that all labor is performed, on-site if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner.
   - Ensure that labor is performed for repairs caused by vandalism or auto accidents that affect the Charging Stations functionality. For avoidance of doubt, labor is only covered for repairs required to enable the Charging Station to function. Parts are not covered for repairs required due to vandalism or auto accidents.
   - Provide remote, automated monitoring of your Charging Station and perform triage with respect to any Charging Station that may be defective.
   - Coordinate all repairs necessary to have your Charging Station back up and running.
   - Ensure that you are provided a response no later than one business day from the date ChargePoint becomes aware of an issue.
   - Ensure onsite repairs begin within one business day from the delivery of any parts required to fix your Charging Station.
   - Provide a standard monthly summary and quarterly detailed station usage and performance metrics.
   - Provide administration of your cloud service at no additional cost upon your request to ChargePoint Support. For purposes of Assure, "administration" means that ChargePoint Support will act on your behalf to update or otherwise modify configuration in your cloud services, including but not limited to pricing, access controls, and reporting.

   c. **Charging Station Uptime Commitment:**

[illegible] info@chargepoint.com · www.chargepoint.com

[illegible] are the trademarks, service marks, registered trademarks or registered service marks [illegible]

- A 98% annual station uptime guarantee, meaning that the Charging Stations can dispense energy, with a prorated refund of up to the annual station Assure maintenance fee for outages caused by station hardware failures in excess of 2% annually.

2. **WHAT IS NOT COVERED:** ChargePoint undertakes no responsibility with respect to repairing, replacing, monitoring or servicing anything other than your Charging Stations. This means, for example, that ChargePoint is not responsible for the physical mounting and electrical wiring of your Charging Stations or for the performance of any cellular or Wi-Fi repeaters or other devices installed in connection with your Charging Stations. Additionally, Assure is not available for testing Charging Stations on non-commercially available vehicles. Assure labor is provided on an as available basis, per the requirements of Section 1 above.
3. **FURTHER COSTS:** If ChargePoint finds that the unit was not functioning, and is not otherwise covered by Assure subscription, than ChargePoint has the right to bill back for all costs incurred related to the warranty service ("Bill Back Costs"). For avoidance of doubt Bill Back Costs can include costs for investigation, equipment rental, engineering, travel and other reasonable expenses that ChargePoint is required to spend to address a claim under Assure.
4. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under Assure, ChargePoint needs your cooperation. Specifically, you agree to:
   a. Provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint's obligations.
   b. Permit ChargePoint to access the Charging Stations remotely by maintaining a separately purchased Cloud Services subscription necessary for remote access.
   c. Maintain your premises in accordance with all applicable laws, rules and regulations.
   d. Keep the areas in which Charging Stations are located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your premises.
   e. Promptly notify ChargePoint of any suspected defect with a Charging Station. ChargePoint must have reasonable access to the Charging Station, including access to your requisite personnel, to address the service required.
5. **WHO IS ELIGIBLE FOR CHARGEPOINT ASSURE?:** ChargePoint Assure is only available to purchasers of Charging Stations, manufactured by ChargePoint, who purchase ChargePoint Assure and either: 1) use a ChargePoint Operations and Maintenance Partner ("O&M Partner") to install their Charging Stations or 2) successfully complete a site validation or commissioning as described below.

   a. **ChargePoint O&M Partner Installation.** For information on how to contact a ChargePoint O&M Partner, please contact your ChargePoint sales representative or authorized ChargePoint reseller for more details.

   b. **Site Validation or Commissioning:** If you do not use an O&M Partner to install your Charging Station, you still will be eligible for ChargePoint Assure after your installation has been validated by ChargePoint or an authorized third party ("Site Validation"). ChargePoint may require you to purchase its full commissioning service ("Commissioning") in lieu of Site Validation depending on what Charging Station product is you purchased. The purpose of Site Validation or Commissioning is to ensure that your Charging Stations were installed correctly, in accordance with ChargePoint's recommended specifications and operational requirements. Site Validations or Commissioning require the payment of ChargePoint's then current fee, charged on a "per station" basis.

6. **EXCLUSIONS FROM COVERAGE:** ChargePoint's obligations under ChargePoint Assure shall not apply to defects or service repairs resulting from the following:
   a. Cosmetic damage such as scratches and dents.
   b. Normal aging or fading of colors due to exposure to the elements.
   c. Except as provided in 1(j) above, abuse, vandalism, damage or other problems caused by accidents or

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CHARGEPOINT and the CHARGEPOINT design mark are trademarks, service marks, registered trademarks or registered service marks

negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable Charge Point documentation.

d. Installation, alteration, modification or relocation of the Charging Station that was not approved in writing by ChargePoint, performed by an O&M Partner or validated in the manner described above.

e. Use of the Charging Station with software, interfacing, parts or supplies not supplied by ChargePoint.

f. Vehicle to Charging Station interoperability or communication issues.

g. Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature.

h. Force majeure or unforeseeable circumstances beyond ChargePoint's reasonable control that prevent ChargePoint from performing its obligations under Assure.

In addition, ChargePoint's obligations under ChargePoint Assure shall not apply to any Charging Station that was not installed by a ChargePoint O&M Partner or a ChargePoint certified installer pursuant to the provisions of Section 5 of this Agreement.

7. **CONTACT INFORMATION:** If at any time turning the term of your coverage of ChargePoint Assure you believe you have defective Charging Equipment, contact Customer Service at the Customer Service number provided to you by your Account Executive, and follow any mutually agreed upon issue reporting procedures.
8. **SERVICE TERM:** Each Assure subscription that you purchase for a Charging Station will commence ninety (90) days from the invoice date and will last for the subscription length selected in an applicable order (the "Service Term"). For greater certainty, to the extent an applicable Charging Station is delivered, installed, and activated before the Service Term commences as described above, your Charging Stations will nevertheless have coverage under Assure and the Service Term will start at the expiration of the ninety (90) day period referenced above.
9. **RENEWAL:** Upon expiration of your initial Service Term, your Assure coverage will renew upon mutual agreement of the parties for successive one-year terms at the list price of the original Service Term, subject to increases (not to exceed 5% annually) and your right to terminate below (each a "Renewal Term"). Should the Renewal Term be cancelled and subsequently requested to be reinstated, reinstatement will be subject to the payment of fees for any lapse period, plus reasonable reinstatement fees. If, however, you wish to terminate your Assure coverage under a Renewal Term, you may do so by providing thirty (30) days' written notice of cancellation and ChargePoint will issue a pro-rata refund of any funds paid from the effective date of cancellation to the end of the applicable Renewal Term. Renewal Terms will commence on the date of the expiration of the original Service Term.
10. **PAYMENTS:** ChargePoint will send you an invoice for your Assure coverage on or after the date the applicable Charging Stations are shipped to you. Payment is due within thirty (30) days of the invoice date. If you have purchased extended Assure coverage and have chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of your Assure coverage. All payments shall be made in U.S. Dollars (or if you are located in Canada, Canadian dollars) and may be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. You may not offset any amounts due to ChargePoint hereunder against amounts due to you under this Agreement or any other agreement. Fees payable to ChargePoint do not include any Taxes, and you are responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. You will reimburse ChargePoint for any fees as may be authorized by a court of competent jurisdiction. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate this Agreement and (b) refuse to provide Assure coverage until ChargePoint has received payment in full.
11. **TERMINATION:** You may terminate your Assure coverage without prejudice to any other remedy at law or equity: (i) if ChargePoint is in material breach of any of its obligations under Assure and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof or (ii) upon providing thirty (30) days prior written notice.

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Upon termination for cause pursuant to this Section 11(i), ChargePoint will refund a pro-rata portion of the fees you paid for Assure. Upon any termination for any other reason, you will not be entitled to any refund of any fees paid.

12. **TRANSFERS:** Your Assure coverage applies only to the Charging Stations and installation site for which it was purchased. Subject to Section 20 of this Agreement, if you sell or otherwise transfer your Charging Stations with an active Assure subscription to a third-party, and those Charging Stations are moved or otherwise transferred away from the original installation site, your Assure coverage may not be transferred without ChargePoint's prior written consent.
13. **REPLACEMENT PARTS AND STATIONS:** Replacement parts or Charging Stations that have been replaced (collectively "Replacement Parts") that are provided by ChargePoint pursuant to your Assure coverage may be remanufactured or reconditioned parts or Charging Stations or, if the exact Charging Station is no longer manufactured by ChargePoint, a Charging Station with substantially similar functionality. Any Replacement Parts provided under your Assure coverage will become your property and all returned parts or returned Charging Stations, whether under warranty or not, will become the property of ChargePoint. Any Replacement Parts will be covered by Assure for the remainder of your Assure coverage or ninety (90) days from the date of delivery of such Replacement Parts, whichever is later.
14. **LIMITS ON LIABILITY:** This section limits ChargePoint's liability under Assure. Please read it carefully.
    a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER CHARGEPOINT ASSURE WILL NOT EXCEED THE PRICE YOU PAID FOR ASSURE. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
    b. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
15. **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION.** The ChargePoint entity entering into this Agreement, the address to which you should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to you are domiciled:

If you are domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)

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service marks, registered trademarks or registered service marks

Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

16. **AMENDMENT OR MODIFICATION:** This Agreement may not be amended or modified except pursuant to a writing executed by each of the parties.
17. **WAIVER:** The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.
18. **FORCE MAJEURE:** ChargePoint will not be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of ChargePoint's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits ChargePoint from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.
19. **SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.
20. **ASSIGNMENT.** Except as otherwise provided under this Agreement, you may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. Notwithstanding, you may assign your rights and obligations under this Agreement upon notice to ChargePoint if you sell the property where the Charging Stations were installed, provided that any such purchasing entity assumes all rights and obligations under this Agreement; provided further that, the purchasing entity will not move or otherwise transfer the Charging Stations from original installation site. To the extent the purchasing entity desires to move or otherwise transfer the Charging Stations from the original installation site, Section 12 of this Agreement will apply. In the event of any purported assignment in breach of this Section 20, ChargePoint shall be entitled, at its sole discretion, to terminate this Agreement by providing written notice to you. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may not assign its rights and obligations under this Agreement without your prior written consent, which shall not be unreasonably withheld; provided however in the event of the sale or transfer of substantially all of its assets, or a sale, merger or

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registered trademarks or registered service marks

change of control ChargePoint may, upon written notice, assign any or all rights and obligations contained herein without consent.

21. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. To the extent of any conflict or inconsistency between this Agreement and any purchase order, this Agreement shall prevail.
22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.
23. **ENGLISH LANGUAGE AGREEMENT GOVERNS.** Where ChargePoint has provided you with a translation of the English language version of this Agreement, You agree that the translation is provided for your convenience only and that the English language version of this Agreement governs your relationship with ChargePoint. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

ATTEST

Naomi D. Maestas
County Clerk

INCORPORATED COUNTY OF LOS ALAMOS

By: Philo S Shelton III 5/9/2022

Philo S. Shelton, III P.E. Date
Utilities Manager

Approved as to form:

kevin Powers for
J. ALVIN LEAPHART
COUNTY ATTORNEY

ChargePoint, Inc.

By: _____

Name: _____

Title: Deputy Chief Purchasing Officer

Date: _____

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AGR21-931c

TERMS AND CONDITIONS OF PURCHASE

1. Placement of Orders.

A. Purchase of Charging Stations. The terms of these Terms and Conditions of Purchase ("Terms") govern the Company's purchase of Charging Stations from the applicable ChargePoint entity as defined in section 7(G) below ("ChargePoint"). Company's purchase of Charging Stations (including, without limitation, any purchase of an extended Assure Warranty) made by Company shall be made by binding, written purchase order specifying the number and model of Charging Station(s) desired to be purchased, requested delivery schedule (which, absent agreement between the parties, shall be a date that is no less than sixty (60) days after the date of the purchase order), any extended Assure Warranty being purchased and that Company's purchase of Charging Stations is subject to all of the terms and conditions contained in these Terms. Any additional printed terms and conditions in Company's purchase order conflicting with, varying or adding to the terms and conditions of these Terms, shall be of no force and effect, unless the parties hereto agree in writing, in advance, to accept such terms and conditions.

B. Acceptance of Purchase Orders. All purchase orders and modifications to purchase orders are subject to acceptance or rejection by ChargePoint in its sole discretion. No purchase order shall be binding upon ChargePoint unless and until so accepted in writing by ChargePoint. ChargePoint agrees to use commercially reasonable efforts to notify Company of its acceptance or rejection of Company's order within ten (10) business days after receipt thereof. Any purchase order accepted by ChargePoint is referred to in these Terms as, an "Accepted Order." Accepted Orders are non-cancelable, non-returnable and non-refundable.

C. Refusal of Purchase Orders. ChargePoint may withhold shipments to Company if Company has exceed its applicable credit limit, if any, and not provided for prepayment, is in violation of its payment obligations or otherwise is in material breach of these Terms.

D. Stations Require Subscription to SaaS Offerings. The Charging Stations are designed to work with ChargePoint's cloud-based application services ("SaaS Offerings"). Access to SaaS Offerings requires Company to enter into a Master Services and Subscription Agreement with ChargePoint.

2. Delivery

A. Shipping Costs; Terms. All shipping, unless otherwise agreed to by the Parties in writing, shall be FCA ChargePoint's warehouse. Company shall be responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs associated with shipment of the Charging Stations to Company. All shipping dates are approximate and are based upon prompt receipt of all necessary information from Company. In no event shall ChargePoint be liable for any costs related to delay in delivery of the Charging Stations. Company's sole remedy for any material delay in delivery of the Charging Stations shall be cancellation of the order.

B. Transfer of Title. Delivery of the Charging Stations to Company shall be completed upon delivery of the Charging Stations to Company's freight forwarder. Risk of loss and damage to the Charging Stations shall pass to Company upon the delivery of such Charging Stations to such freight forwarder. ChargePoint shall use commercially reasonable efforts to deliver Charging Stations ordered by Company on the scheduled delivery date. All claims for non-conforming shipments must be made in writing to ChargePoint within twenty (20) days of the passing of risk of loss and damage, as described above. Any claims not made within such period shall be deemed waived and released.

C. Substitutions. ChargePoint shall have the right to make substitutions and modifications to Charging Stations and in the specifications of Charging Stations to be delivered under the terms of any applicable purchase order, provided that such substitutions or modifications will not materially affect overall Charging Station form, fit, function or safety specifications.

3. Invoicing and Payment

A. Invoicing. Unless otherwise agreed in writing by the Parties, ChargePoint shall issue an invoice to Company on or after the date it ships the ordered Charging Stations; provided that, ChargePoint may condition its acceptance of a purchase order on such credit and/or prepayment terms as ChargePoint, in its reasonable discretion, determines appropriate due to, among other things, Company's prior payment history and/or the size of the order. In the case of any change to the applicable credit and/or prepayment terms, no purchase order or acceptance thereof will be effective unless and until Company has consented in writing thereto. If Company causes a delay in delivery, ChargePoint may issue its invoice at any time on or after the scheduled delivery date. If Company has purchased an extended Assure Warranty and has chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of the Assure Warranty.

B. Payment Terms. ChargePoint will invoice Company at time of shipment of the Charging Stations. All invoices shall be paid within thirty (30) days of Company's receipt thereof. Fees for Cloud Services subscriptions shall be invoiced at shipment of the Charging Stations to which such Cloud Services subscriptions relate, and on each anniversary date thereof. All invoices for Cloud Services subscriptions shall be paid within thirty (30) days of Company's receipt thereof. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. All non-credit shipments, or shipments in excess of Company's available credit line, if any, shall be prepaid prior to shipment.

C. No Right of Set-Off; No Right of Return. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of ChargePoint. All sales are final and Company shall have no right of return, provided, that, ChargePoint shall comply with its obligations under the Warranty (as defined below).

D. Taxes, Duties, Etc. All amounts due to ChargePoint under these Terms and/or any applicable purchase order are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "Taxes") imposed by the United States, Canada or any foreign, state or local governmental entity, country or regional authority, or instrumentality thereof on the purchase, shipment, use or sale of the Charging Stations by or to Company, other than taxes measured by ChargePoint's income, corporate franchise, or personal property ownership. Where applicable, ChargePoint shall bill Company for the full amount of such taxes and shall include such amount as a separate line item on the invoice(s) sent to the Company; provided that, ChargePoint's failure to so bill the Company shall not relieve Company from the obligation to pay any Tax described in this Section 3.D.

E. Payment Currency. All amount payable under these Terms shall be paid in United States dollars or if Company is located in Canada, Canadian dollars. If Company is located outside of the United States, Company agrees to take all necessary actions required, including registration of these Terms and application for permission to make payments to ChargePoint hereunder, with the appropriate government authorities in the Company's jurisdiction, or such other institution or official, and to take such other measures as may be necessary to comply with any government currency controls in effect in Company's jurisdiction, as soon as reasonably practicable after execution of these Terms. Company shall remit payment to ChargePoint, at Company's option (i) via wire or ACH transfer to an account designated by ChargePoint in writing from time to time or (ii) by check, made out to ChargePoint, Inc.

F. All Orders Subject to Credit Approval. All orders are subject to credit approval by ChargePoint. The amount of credit or terms of payment may be changed or credit withdrawn by ChargePoint in its reasonable discretion without advance notice. ChargePoint may, in its discretion, withhold further manufacture, performance or shipment; require immediate cash payments for past and future shipments or performance; or require other security satisfactory to ChargePoint before further manufacture, performance or shipment is made; and may, if shipment has been made, recover the goods from the carrier pending receipt of such assurances.

G. Provisions Relating to Shipments in Lots. If these terms require or authorize delivery of goods in separate lots, shipments or milestones to be separately accepted by Company, Company may only refuse such portion of a lot, shipment or milestone that fails to comply with the requirements of these terms. Company may not refuse to receive any lot or portion thereof for failure of any other lot or portion or a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Company shall pay for each lot in accordance with the terms hereof. Products held for Company are at Company's sole risk and expense.

H. Prices do not include Freight, Etc. Except to the extent expressly stated in these terms, ChargePoint's prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the goods, and Company shall pay such amounts or reimburse ChargePoint for any amounts ChargePoint pays. If Company claims a tax or other exemption or direct payment permit, it shall provide ChargePoint with a valid exemption certificate or permit and indemnify, defend and hold ChargePoint harmless from any taxes, costs and penalties arising out of same. ChargePoint's prices include the costs of its standard domestic packing, only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, Company should consult with ChargePoint's sales offices. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for Company's account.

I. Disputes. In the event Company disputes any portion or all of an invoice, it shall notify ChargePoint in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the invoice. The undisputed portion shall be paid when due, and finance charges on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to ChargePoint.

J. Remedies upon Payment Default. Upon Company's default of these terms, ChargePoint may, in addition to any other rights or remedies it may have at law or otherwise, subject to any cure rights of Company, declare the entire balance of Company's account immediately due and payable or foreclose any security interest in the goods delivered. If any unpaid balance is referred for collection, Company agrees to pay ChargePoint, to the extent permitted by law, reasonable attorneys' fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, play any court costs or expenses incurred by ChargePoint, and any finance charges accrued on any unpaid balance owed by Company.

K. Suspended Shipments. ChargePoint reserves the right to suspend further shipments of goods if Company is over thirty (30) days late in payment of an undisputed invoice. ChargePoint reserves the right to terminate the order if Company is over sixty (60) days late in payment of an undisputed invoice

4. Installation

Company shall be responsible for arranging for the installation and provisioning of the Charging Stations and for the costs thereof. At Company's request, ChargePoint may provide the names and contact information of one or more installers of Charging Stations; provided

that, in providing such information ChargePoint makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, CHARGEPOINT IS NOT RESPONSIBLE FOR AND WILL NOT BE LIABLE FOR, THE QUALITY OF ANY INSTALLATION SERVICES OR ANY CLAIM IN ANY WAY RELATING TO OR RESULTING FROM SUCH SERVICES.

5. Warranties/Limitation of Liability

A. Warranty. The Charging Station is covered by the terms of ChargePoint's standard parts only product Warranty (the "Warranty"), which will expire on one year from the date of installation. All applicable warranties with respect to the Charging Station are set forth in the Warranty, and are hereby incorporated by reference into these Terms.

B. Post-Warranty Maintenance. Company acknowledges and agrees that in order to obtain warranty and/or other maintenance services for the Charging Stations after expiration of the Warranty, Company must purchase extended warranties and/or maintenance agreements directly from ChargePoint.

C. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, CHARGEPOINT MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CHARGEPOINT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE CHARGING STATIONS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CHARGEPOINT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF CHARGING STATIONS.

D. Limitation of Liability.

i. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL CHARGEPOINT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. COMPANY'S SOLE REMEDY FOR ANY BREACH BY CHARGEPOINT OF ITS OBLIGATIONS OR WARRANTIES UNDER THESE TERMS SHALL BE LIMITED TO, AT CHARGEPOINT'S OPTION, REPAIR OR REPLACEMENT OF THOSE CHARGING STATIONS TO WHICH SUCH BREACH IS APPLICABLE OR REFUND BY CHARGEPOINT OF ALL OR A PART OF THE PURCHASE PRICE OF THE NON-CONFORMING CHARGING STATIONS.

E. Warranty Exclusions. The Warranty set forth in these Terms is subject to certain exclusions as more fully set forth in the Warranty. COMPANY HAS BEEN INFORMED AND UNDERSTANDS THAT, IN THE EVENT ANY SUCH EXCLUSION BECOMES APPLICABLE, ALL REPRESENTATIONS AND WARRANTIES CONTAINED IN THESE TERMS SHALL IMMEDIATELY BECOME NULL AND VOID.

F. Exclusive Remedies. THE REMEDIES CONTAINED IN SECTION 5 ARE COMPANY'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES COMPANY MAY HAVE AGAINST CHARGEPOINT WITH RESPECT TO NONCONFORMANCE OF THE CHARGING STATIONS.

6. Intellectual Property

A. Restrictions on Use Company shall not: (i) create derivative works based on the Charging Stations, (ii) copy, frame or mirror any part or content of the Charging Stations, (iii) reverse engineer any Charging Station, or (iv) access the Charging Stations for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of the Charging Stations.

B. Ownership of Intellectual Property All right, title and interest in and to any intellectual property related in any way to the Charging Stations is, and shall remain, the exclusive property of ChargePoint. For these purposes, the term "intellectual property" shall mean, all of a party's patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of these Terms.

7. General

A. Attorneys' Fees. If any action at law or in equity is necessary to enforce the terms of these Terms, the prevailing party may recover costs as allowed by law.

B. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party.

C. Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect such party's full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

D. Severability. In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

E. Assignment. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their successors, executors or administrators, provided, however, that neither ChargePoint nor Company may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party in its reasonable discretion; provided, however, that Company and ChargePoint shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, "Acquisition Transactions"); and provided further, however, that notwithstanding any Acquisition Transaction, Company shall not assign these Terms to any competitor of ChargePoint without ChargePoint's prior written consent, in its sole discretion. Any attempted assignment in violation of this provision shall be void.

F. Notices. Any notice, request, demand or other communication by the terms hereof required or permitted to be given by one part to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other party or delivered to the address for each party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the parties.

G. Governing Law, Jurisdiction and Dispute Resolution. The ChargePoint entity entering into this Agreement, the address to which Company should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to where Company is domiciled:

If Company is domiciled in:	**The ChargePoint Entity entering into this Agreement is:**	**Notices should be addressed to:**	**Governing law is:**	**Place of jurisdiction:**	**Forum:**
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Company's violation of the intellectual property rights of CHARGEPOINT, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CHARGEPOINT, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to recover costs as allowed by law.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

H. Entire Agreement. These Terms and the attachments hereto constitute the entire agreement between the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by an authorized representative of each party.

I. English Language Agreement Governs. Where ChargePoint has provided Subscriber with a translation of the English language version of this Agreement, Company agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Company's relationship with ChargePoint. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

ATTEST

Naomi D. Maestas
County Clerk

INCORPORATED COUNTY OF LOS ALAMOS

By: Philo S Shelton III 5/9/2022
Philo S. Shelton, III P.E. Date
Utilities Manager

Approved as to form:

Kevin Powers for
J. ALVIN LEAPHART
COUNTY ATTORNEY

ChargePoint, Inc.

By: _____

Name: _____

Title: Deputy Chief Purchasing Officer

Date: _____

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Carlos San Miguel
E-Mail: carlos.sanmiguel@chargepoint.com
Telephone:

Quote Number: Q-188573-3
Date: 3/8/2022
Expires On: 4/29/2022

Primary Contact:

Bill To Address

Rexel Denver CO
11175 East 55th Avenue, Suite 100
Denver Colorado 80239
United States

Ship To Address

Los Alamos County Government Recycling Informa
1000 Central Ave
Los Alamos New Mexico 87544
United States

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPE250C-625-CCS1-200A-CHD	ChargePoint Express 250 Station (62.5 kW) - Includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, requires CPE250-CMT-IMPERIAL in US, CPE250-CMT-METRIC in Canada. CPE250-CMT-IMPERIAL/METRIC not included.	2	USD 44,065	12	USD 38,760	USD 77,520
CPE250-TOOLKIT-F	CPE250 Tool Kit	1	USD 0	0	USD 0	USD 0
DC-UNIVERSAL-CMT-METRIC	Required metal bracket to align conduits and mounting bolts for DC power delivery products when cable entrance is from below. This bracket is to be installed into the foundation before the concrete pad is poured. Metric Units. Required for CPE250 and PDD series.	1	USD 0	0	USD 0	USD 0

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Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPE250-ASSURE-5	5 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	2	USD 16,275	5	USD 15,500	USD 31,000
CPE250-COMMISSIONING	This service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE250 station.	2	USD 900	100	USD 0	USD 0

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Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPCLD-ENTERPRISE-DC-5	Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	2	USD 4,799	0	USD 4,799	USD 9,598
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	2	USD 349	100	USD 0	USD 0

Quote Total:	USD 118,118.00
Estimated Tax:	USD 8,536.02
Shipping Fee:	USD 890.25
Grand Total:	USD 127,544.27

Quote Acceptance

+ Each Assure and Cloud Services subscription that you purchase for a Charging Station will commence ninety (90) days from the date the Charging Station associated with that subscription is shipped to you and will last for the subscription length selected in the applicable order.
+ All pricing is confidential between Customer and ChargePoint.
+ All prices are FCA ChargePoint warehouse(s).
+ Customer to be invoiced at time of shipment.
+ Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
+ All invoices are Net 30 days.
+ Credit Checks are required for new customers.
+ Pricing does not include installation or mounting services unless specifically quoted above.
+ Additional Purchase Terms and Conditions can be found at http://www.chargepoint.com/termsandconditions
+ Additional terms and conditions for ChargePoint Assure can be found at http://www.chargepoint.com/legal/assure
+ Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

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By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature : Title :

Name (Print) : Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :

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AGR22-931a

CHARGEPOINT®

MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND THE APPLICABLE CHARGEPOINT ENTITY OR ENTITIES ("CPI") WHICH CAN BE FOUND IN SECTION 11.4 BELOW. PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

(a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;

(b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;

(c) Subscriber's use of the APIs as part of the ChargePoint Services;

(d) Each grant of Rights by Subscriber; and

(e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

Exhibit 1:	Flex Billing Terms
Exhibit 2:	API Terms
Exhibit 3:	Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 ***"Affiliate"*** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subjectentity.

2.2 ***"APIs"*** means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 ***"ChargePoint Connections"*** shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 ***"ChargePoint®"*** means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 ***"ChargePoint Services"*** means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

2.6 ***"ChargePoint Application"*** means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 ***"Charging Station"*** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 ***"Content"*** means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 ***"CPI Marks"*** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 ***"CPI Property"*** means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 ***"Documentation"*** means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 ***"Effective Date"*** means the earliest of (a) the date that Subscriber executes this Agreement, or (b) the date of Subscriber's first use of the ChargePoint Services.

2.13 ***"Intellectual Property Rights"*** means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 ***"Malicious Code"*** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 ***"Party"*** means each of CPI and Subscriber.

2.16 ***"PII"*** means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 ***"Provisioning"*** means activating Charging Stations, warrantees and Cloud Plans on ChargePoint

2.18 ***"Rights"*** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 ***"Cloud Plan(s)"*** means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing. Each Cloud Plan may be referred to as a "Subscription".

2.20 ***"Subscriber Content and Services"*** means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 ***"Subscriber Marks"*** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 ***"Subscription Fees"*** means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 ***"Taxes"*** shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 ***"User"*** means any person using a Charging Station.

3. **AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS.** A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

4. **CPI'S RESPONSIBILITIES AND AGREEMENTS.**

4.1 **OPERATION OF CHARGEPOINT.** CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 **LIMITATIONS ON RESPONSIBILITY.** CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular

communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. CPI understands that Subscriber is subject to certain public information laws (NMSA 1978, Section 14-2-1 et seq.) which may require release of non-PII informaton to the public. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) intentionally remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States, Canada, or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. If Subscriber is invoiced for the Services, Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars (or, if Subscriber is located in Canada, Canadian Dollars) by check, wire transfer, ACH payment system or other means approved by CPI or if applicable, as described in CPI's credit card policy. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non- cancelable and non-refundable.

6.2 LATE PAYMENTS. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) **USE LIMITATIONS.** Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) **PROHIBITIONS.** Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) **NO REGISTRATION OF CPI MARKS.** Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) **TERMINATION AND CESSATION OF USE OF CPI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. **LIMITATIONS OF LIABILITY.**

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless,

cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPONT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM, RENEWAL AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Cloud Plans.

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on ninety (90) days from the date the subscription plan is invoiced. Upon expiration of the original term and with prior written notice from Subscriber, this Agreement will renew for the successive term originally purchased at the list price applicable thereto, subject to increases (not to exceed 5% annually) and Subscriber's right to terminate below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days' written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Notwithstanding the foregoing, there shall no pro-rata refunds allowed on automatic renewals for plans of multiple years. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms. If Subscriber has elected or is required, as the case may be, to pay by credit card as provided in this Agreement or if applicable, as described in CPI's credit card policy, the renewal will be charged to Subscriber's payment method (credit card) on file, which may include any payment method automatically updated by Subscriber's issuing bank. If Subscriber's credit card is declined, invalid, or payment is not made by the issuer of Subscriber's credit card on Subscriber's Subscription Date, without further notice CPI reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Service is discontinued for nonpayment.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

(a) This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) upon providing thirty (30) days prior written notice.

(b) **Funding.** This Agreement shall terminate without further action by Subscriber on the first day of any Subscriber fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. Subscriber shall make reasonable efforts to give CPI at least ninety (90) days advance written notice that funds have not been and are not expected to be appropriated for that purpose.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i)or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INTENTIONALLY OMITTED.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide at least 30 days notice of each such modification to Subscriber. If the changes will have a material adverse change on Subscriber, then CPI, in its sole discretion, will either allow Subscriber to terminate this Agreement without penalty by providing at least thirty (30) day written notice to CPI, or CPI will apply the prior Agreement before the material adverse change to Subscriber for the remainder of the current Term. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION. The ChargePoint entity entering into this Agreement, the address to which Subscriber should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to where the Subscriber is domiciled:

If Subscriber is domiciled in:	**The CPI Entity entering into this Agreement is:**	**Notices should be addressed to:**	**Governing law is:**	**Place of jurisdiction:**	**Forum:**
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing

Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

11.5 NOTICE REGARDING CLAIMS TO REGULATORY COMPLIANCE MECHANISMS. The use of certain ChargePoint Charging Stations may be eligible to generate clean fuels credits, low-carbon fuel standard credits, renewable fuels credits, emissions reduction units, carbon offsets, allowances, renewable fuel and/or obligation certificates, or similar regulatory compliance instruments, collectively ("Regulatory Compliance Mechanisms"), used to comply with applicable federal, state, provincial, international or regional emissions, low-carbon fuel, and/or renewable fuel compliance programs. CPI and Subscriber may be eligible to claim title to Regulatory Compliance Mechanisms, however, only one Party can claim title. Should Subscriber choose to claim regulatory title, assuming Subscriber may be eligible to do so, Subscriber must opt-in to the applicable program and fulfill all ongoing administrative and reporting obligations required of program participants, including recurring verification and/or auditing requirements. CPI intends to claim title to applicable Regulatory Compliance Mechanisms, assuming CPI may be eligible to do so; however, CPI will not claim title to specific Regulatory Compliance Mechanisms that Subscriber has opted to claim. Subscriber agrees that it will provide CPI with written notice of its intent to claim specific Regulatory Compliance Mechanisms within ten (10) days of the Effective Date. If Subscriber does not currently intend to claim regulatory title, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim title to Regulatory Compliance Mechanisms resulting from the use of ChargePoint Charging Stations thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any Regulatory Compliance Mechanisms and hereby designates that right to CPI. All notices shall be provided by email to CPI at lcfsnotification@chargepoint.com.

11.6 NOTICE REGARDING RIN DATA. For Subscriber's located in the United States, CPI will participate in an application to the U.S. Environmental Protection Agency ("EPA") to permit vehicle charging data ("Charging Data") collected by CPI from centrally networked charging stations to be utilized in a process to generate Renewable Identification Numbers ("RIN)" under the Renewable Fuel Standard. CPI must establish its exclusive right to utilize the Charging Data and the associated environmental attributes underlying the charging events represented by the Charging Data (Charging Data and such environmental attributes referred to collectively as, the "RIN Data") for the purposes of RIN generation. Subscriber confirms that it will not pursue utilizing RIN Data for the purposes of RIN generation and that, as between Subscriber and CPI, CPI has the exclusive right to use the RIN Data for the purpose of RIN generation.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, to the following:

Department of Public Utilities

Incorproated County of Los Alamos

1000 Central Avenue, Suite 140

Los Alamos, New Mexico 87544

With copy to:

County Attorney's Office

Incorproated County of Los Alamos

1000 Central Avenue, Suite 340

Los Alamos, NM 87544

or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may not assign any of its rights or obligations herein without the prior written consent of Subscriber. Notwithstanding the foregoing, CPI may assign this Agreement or any of its rights or interests hereunder, or delegate any of its obligations hereunder, to (i) any entity that directly or indirectly controls, is controlled by, or is under common control with CPI, where "control" means the ownership of, or the power to vote, at least twenty percent (20%) of the voting stock, shares or ownership interests of such entity, (ii) CPI's successor pursuant to a merger, reorganization, consolidation or sale, or (iii) an entity that acquires all or substantially all of that portion of CPI's assets or business for which Subscriber's Charging Services were acquired or are being used.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty

on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement, it is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Master Services and Subscription Agreement as of the Effective Date.

ATTEST

Naomi D. Maestas
County Clerk

INCORPORATED COUNTY OF LOS ALAMOS

BY: Philo S. Shelton, III 5/9/2022
Philo S. Shelton, III P.E. Date
Utilities Manager

Approved as to form:

Kevin Powers for
J. ALVIN LEAPHART
COUNTY ATTORNEY

CHARGEPOINT, INC.

By: DocuSigned by: Henrik Gerdes
0273ECE89F67429...

Name: Henrik Gerdes

Title: Chief Accounting Officer, ChargePoint Inc.

Date: 5/10/2022

Address:
254 E. Hacienda Ave
Campbell, CA 95008

EXHIBIT 1

FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Subscriber may charge Users fees for the use of Subscriber's Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI's management, collection and/or processing services related to such fees ("Flex Billing").

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 ***"CPI Fees"*** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 ***"Net Session Fees"*** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber's Charging Stations.

1.3 ***"Session"*** or ***"Charging Session"*** means the period of time during which a User uses Subscriber's Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 ***"Session Fees"*** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber's use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI will remit Net Session Fees to Subscriber, not less than monthly , provided that the amount due to Subscriber hereunder is at least fifty U.S. dollars (50) (or, if Subscriber is located in Canada fifty Canadian dollars). Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually and within thirty (30) days of the expiration or termination

of this Agreement. All payments shall be made by electronic payment. In order to facilitate such payments, Subscriber agrees to maintain Subscriber's current bank information, into Subscriber's ChargePoint Services (customer facing portal), to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other than electronic payment (e.g., check or wire transfer), Subscriber agrees to bear the reasonable costs related to such request.

3. TAXES. If applicable, Subscriber is responsible for setting pricing on a Tax-inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable Taxes assessable based on Charging Sessions whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 ***"API Implementation"*** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 ***"API Documentation"*** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 ***"CPI Site Terms"*** means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber's Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Cloud Plan, and Subscriber's particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying will all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

1.1 ***"Rights Grantor"*** means Subscriber.

1.2 ***"Rights Grantee"*** means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. **TERMS.** This Section governs Subscriber's granting of Rights as a Rights Grantor.

2.1 **LIMITED RIGHTS.** A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter by terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 **RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber's indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 **NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

ChargePoint Assure ("Assure") is a full service and support program designed specifically for your electric vehicle charging station ("Charging Station") purchased from the ChargePoint entity as defined in Section 15 below ("ChargePoint") ("ChargePoint") or its representatives. With your Assure coverage, ChargePoint O&M Partners (defined below) will provide parts, labor, and other services indicated in these Assure Terms and Conditions of Service ("Agreement"). Published specifications for the Charging Stations are available via your ChargePoint account or upon request of ChargePoint or its representatives.

1. **WHAT IS COVERED:** With Assure, ChargePoint agrees to do each of the following, for so long as you purchase and maintain an Assure subscription. For further information please visit https://chargepoint.com/products/service.

   a. **Parts:**

   - Ensure all parts are provided, as necessary, to correct any defect in the materials or workmanship of a Charging Station in a prompt and professional matter.
   - Each Charging Station shall be corrected so that the Charging Station functions in line with that Charging Station's published specifications. For avoidance of doubt, such correction shall be limited to the Charging Station itself and not any issue related to installation or electrical infrastructure.

   b. **Service and Labor:**

   - Except as otherwise provided, ensure that all labor is performed, on-site if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner.
   - Ensure that labor is performed for repairs caused by vandalism or auto accidents that affect the Charging Stations functionality. For avoidance of doubt, labor is only covered for repairs required to enable the Charging Station to function. Parts are not covered for repairs required due to vandalism or auto accidents.
   - Provide remote, automated monitoring of your Charging Station and perform triage with respect to any Charging Station that may be defective.
   - Coordinate all repairs necessary to have your Charging Station back up and running.
   - Ensure that you are provided a response no later than one business day from the date ChargePoint becomes aware of an issue.
   - Ensure onsite repairs begin within one business day from the delivery of any parts required to fix your Charging Station.
   - Provide a standard monthly summary and quarterly detailed station usage and performance metrics.
   - Provide administration of your cloud service at no additional cost upon your request to ChargePoint Support. For purposes of Assure, "administration" means that ChargePoint Support will act on your behalf to update or otherwise modify configuration in your cloud services, including but not limited to pricing, access controls, and reporting.

   c. **Charging Station Uptime Commitment:**

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[illegible] info@chargepoint.com : www.chargepoint.com

[illegible] are the trademarks, service marks, registered trademarks or registered service marks [illegible]

- A 98% annual station uptime guarantee, meaning that the Charging Stations can dispense energy, with a prorated refund of up to the annual station Assure maintenance fee for outages caused by station hardware failures in excess of 2% annually.

2. **WHAT IS NOT COVERED:** ChargePoint undertakes no responsibility with respect to repairing, replacing, monitoring or servicing anything other than your Charging Stations. This means, for example, that ChargePoint is not responsible for the physical mounting and electrical wiring of your Charging Stations or for the performance of any cellular or Wi-Fi repeaters or other devices installed in connection with your Charging Stations. Additionally, Assure is not available for testing Charging Stations on non-commercially available vehicles. Assure labor is provided on an as available basis, per the requirements of Section 1 above.
3. **FURTHER COSTS:** If ChargePoint finds that the unit was not functioning, and is not otherwise covered by Assure subscription, than ChargePoint has the right to bill back for all costs incurred related to the warranty service ("Bill Back Costs"). For avoidance of doubt Bill Back Costs can include costs for investigation, equipment rental, engineering, travel and other reasonable expenses that ChargePoint is required to spend to address a claim under Assure.
4. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under Assure, ChargePoint needs your cooperation. Specifically, you agree to:
   a. Provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint's obligations.
   b. Permit ChargePoint to access the Charging Stations remotely by maintaining a separately purchased Cloud Services subscription necessary for remote access.
   c. Maintain your premises in accordance with all applicable laws, rules and regulations.
   d. Keep the areas in which Charging Stations are located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your premises.
   e. Promptly notify ChargePoint of any suspected defect with a Charging Station. ChargePoint must have reasonable access to the Charging Station, including access to your requisite personnel, to address the service required.
5. **WHO IS ELIGIBLE FOR CHARGEPOINT ASSURE?:** ChargePoint Assure is only available to purchasers of Charging Stations, manufactured by ChargePoint, who purchase ChargePoint Assure and either: 1) use a ChargePoint Operations and Maintenance Partner ("O&M Partner") to install their Charging Stations or 2) successfully complete a site validation or commissioning as described below.
   a. **ChargePoint O&M Partner Installation.** For information on how to contact a ChargePoint O&M Partner, please contact your ChargePoint sales representative or authorized ChargePoint reseller for more details.
   b. **Site Validation or Commissioning:** If you do not use an O&M Partner to install your Charging Station, you still will be eligible for ChargePoint Assure after your installation has been validated by ChargePoint or an authorized third party ("Site Validation"). ChargePoint may require you to purchase its full commissioning service ("Commissioning") in lieu of Site Validation depending on what Charging Station product is you purchased. The purpose of Site Validation or Commissioning is to ensure that your Charging Stations were installed correctly, in accordance with ChargePoint's recommended specifications and operational requirements. Site Validations or Commissioning require the payment of ChargePoint's then current fee, charged on a "per station" basis.
6. **EXCLUSIONS FROM COVERAGE:** ChargePoint's obligations under ChargePoint Assure shall not apply to defects or service repairs resulting from the following:
   a. Cosmetic damage such as scratches and dents.
   b. Normal aging or fading of colors due to exposure to the elements.
   c. Except as provided in 1(j) above, abuse, vandalism, damage or other problems caused by accidents or

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negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable Charge Point documentation.

d. Installation, alteration, modification or relocation of the Charging Station that was not approved in writing by ChargePoint, performed by an O&M Partner or validated in the manner described above.

e. Use of the Charging Station with software, interfacing, parts or supplies not supplied by ChargePoint.

f. Vehicle to Charging Station interoperability or communication issues.

g. Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature.

h. Force majeure or unforeseeable circumstances beyond ChargePoint's reasonable control that prevent ChargePoint from performing its obligations under Assure.

In addition, ChargePoint's obligations under ChargePoint Assure shall not apply to any Charging Station that was not installed by a ChargePoint O&M Partner or a ChargePoint certified installer pursuant to the provisions of Section 5 of this Agreement.

7. **CONTACT INFORMATION:** If at any time turning the term of your coverage of ChargePoint Assure you believe you have defective Charging Equipment, contact Customer Service at the Customer Service number provided to you by your Account Executive, and follow any mutually agreed upon issue reporting procedures.
8. **SERVICE TERM:** Each Assure subscription that you purchase for a Charging Station will commence ninety (90) days from the invoice date and will last for the subscription length selected in an applicable order (the "Service Term"). For greater certainty, to the extent an applicable Charging Station is delivered, installed, and activated before the Service Term commences as described above, your Charging Stations will nevertheless have coverage under Assure and the Service Term will start at the expiration of the ninety (90) day period referenced above.
9. **RENEWAL:** Upon expiration of your initial Service Term, your Assure coverage will renew upon mutual agreement of the parties for successive one-year terms at the list price of the original Service Term, subject to increases (not to exceed 5% annually) and your right to terminate below (each a "Renewal Term"). Should the Renewal Term be cancelled and subsequently requested to be reinstated, reinstatement will be subject to the payment of fees for any lapse period, plus reasonable reinstatement fees. If, however, you wish to terminate your Assure coverage under a Renewal Term, you may do so by providing thirty (30) days' written notice of cancellation and ChargePoint will issue a pro-rata refund of any funds paid from the effective date of cancellation to the end of the applicable Renewal Term. Renewal Terms will commence on the date of the expiration of the original Service Term.
10. **PAYMENTS:** ChargePoint will send you an invoice for your Assure coverage on or after the date the applicable Charging Stations are shipped to you. Payment is due within thirty (30) days of the invoice date. If you have purchased extended Assure coverage and have chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of your Assure coverage. All payments shall be made in U.S. Dollars (or if you are located in Canada, Canadian dollars) and may be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. You may not offset any amounts due to ChargePoint hereunder against amounts due to you under this Agreement or any other agreement. Fees payable to ChargePoint do not include any Taxes, and you are responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. You will reimburse ChargePoint for any fees as may be authorized by a court of competent jurisdiction. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate this Agreement and (b) refuse to provide Assure coverage until ChargePoint has received payment in full.
11. **TERMINATION:** You may terminate your Assure coverage without prejudice to any other remedy at law or equity: (i) if ChargePoint is in material breach of any of its obligations under Assure and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof or (ii) upon providing thirty (30) days prior written notice.

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Upon termination for cause pursuant to this Section 11(i), ChargePoint will refund a pro-rata portion of the fees you paid for Assure. Upon any termination for any other reason, you will not be entitled to any refund of any fees paid.

12. **TRANSFERS:** Your Assure coverage applies only to the Charging Stations and installation site for which it was purchased. Subject to Section 20 of this Agreement, if you sell or otherwise transfer your Charging Stations with an active Assure subscription to a third-party, and those Charging Stations are moved or otherwise transferred away from the original installation site, your Assure coverage may not be transferred without ChargePoint's prior written consent.
13. **REPLACEMENT PARTS AND STATIONS:** Replacement parts or Charging Stations that have been replaced (collectively "Replacement Parts") that are provided by ChargePoint pursuant to your Assure coverage may be remanufactured or reconditioned parts or Charging Stations or, if the exact Charging Station is no longer manufactured by ChargePoint, a Charging Station with substantially similar functionality. Any Replacement Parts provided under your Assure coverage will become your property and all returned parts or returned Charging Stations, whether under warranty or not, will become the property of ChargePoint. Any Replacement Parts will be covered by Assure for the remainder of your Assure coverage or ninety (90) days from the date of delivery of such Replacement Parts, whichever is later.
14. **LIMITS ON LIABILITY:** This section limits ChargePoint's liability under Assure. Please read it carefully.
    a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER CHARGEPOINT ASSURE WILL NOT EXCEED THE PRICE YOU PAID FOR ASSURE. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
    b. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
15. **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION.** The ChargePoint entity entering into this Agreement, the address to which you should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to you are domiciled:

If you are domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)

info@chargepoint.com www.chargepoint.com

[illegible] registered trademarks or registered service marks

Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

16. **AMENDMENT OR MODIFICATION:** This Agreement may not be amended or modified except pursuant to a writing executed by each of the parties.
17. **WAIVER:** The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.
18. **FORCE MAJEURE:** ChargePoint will not be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of ChargePoint's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits ChargePoint from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.
19. **SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.
20. **ASSIGNMENT.** Except as otherwise provided under this Agreement, you may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. Notwithstanding, you may assign your rights and obligations under this Agreement upon notice to ChargePoint if you sell the property where the Charging Stations were installed, provided that any such purchasing entity assumes all rights and obligations under this Agreement; provided further that, the purchasing entity will not move or otherwise transfer the Charging Stations from original installation site. To the extent the purchasing entity desires to move or otherwise transfer the Charging Stations from the original installation site, Section 12 of this Agreement will apply. In the event of any purported assignment in breach of this Section 20, ChargePoint shall be entitled, at its sole discretion, to terminate this Agreement by providing written notice to you. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may not assign its rights and obligations under this Agreement without your prior written consent, which shall not be unreasonably withheld; provided however in the event of the sale or transfer of substantially all of its assets, or a sale, merger or

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[redacted] are trademarks, service marks, registered trademarks or registered service marks of their respective owners.

change of control ChargePoint may, upon written notice, assign any or all rights and obligations contained herein without consent.

21. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. To the extent of any conflict or inconsistency between this Agreement and any purchase order, this Agreement shall prevail.
22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.
23. **ENGLISH LANGUAGE AGREEMENT GOVERNS.** Where ChargePoint has provided you with a translation of the English language version of this Agreement, You agree that the translation is provided for your convenience only and that the English language version of this Agreement governs your relationship with ChargePoint. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

ATTEST

Naomi D. Maestas
County Clerk

INCORPORATED COUNTY OF LOS ALAMOS

By: Philo S Shelton III 5/9/2022
Philo S. Shelton, III P.E. Date
Utilities Manager

Approved as to form:

Kevin Powers for
J. ALVIN LEAPHART
COUNTY ATTORNEY

ChargePoint, Inc.

DocuSigned by:
By: Henrik Gerdes
Name: Henrik Gerdes
Title: Chief Accounting Officer, ChargePoint Inc.
Date: 5/10/2022

Revised 5.25.2021

TERMS AND CONDITIONS OF PURCHASE

1. Placement of Orders.

A. Purchase of Charging Stations. The terms of these Terms and Conditions of Purchase ("Terms") govern the Company's purchase of Charging Stations from the applicable ChargePoint entity as defined in section 7(G) below ("ChargePoint"). Company's purchase of Charging Stations (including, without limitation, any purchase of an extended Assure Warranty) made by Company shall be made by binding, written purchase order specifying the number and model of Charging Station(s) desired to be purchased, requested delivery schedule (which, absent agreement between the parties, shall be a date that is no less than sixty (60) days after the date of the purchase order), any extended Assure Warranty being purchased and that Company's purchase of Charging Stations is subject to all of the terms and conditions contained in these Terms. Any additional printed terms and conditions in Company's purchase order conflicting with, varying or adding to the terms and conditions of these Terms, shall be of no force and effect, unless the parties hereto agree in writing, in advance, to accept such terms and conditions.

B. Acceptance of Purchase Orders. All purchase orders and modifications to purchase orders are subject to acceptance or rejection by ChargePoint in its sole discretion. No purchase order shall be binding upon ChargePoint unless and until so accepted in writing by ChargePoint. ChargePoint agrees to use commercially reasonable efforts to notify Company of its acceptance or rejection of Company's order within ten (10) business days after receipt thereof. Any purchase order accepted by ChargePoint is referred to in these Terms as, an "Accepted Order." Accepted Orders are non-cancelable, non-returnable and non-refundable.

C. Refusal of Purchase Orders. ChargePoint may withhold shipments to Company if Company has exceed its applicable credit limit, if any, and not provided for prepayment, is in violation of its payment obligations or otherwise is in material breach of these Terms.

D. Stations Require Subscription to SaaS Offerings. The Charging Stations are designed to work with ChargePoint's cloud-based application services ("SaaS Offerings"). Access to SaaS Offerings requires Company to enter into a Master Services and Subscription Agreement with ChargePoint.

2. Delivery

A. Shipping Costs; Terms. All shipping, unless otherwise agreed to by the Parties in writing, shall be FCA ChargePoint's warehouse. Company shall be responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs associated with shipment of the Charging Stations to Company. All shipping dates are approximate and are based upon prompt receipt of all necessary information from Company. In no event shall ChargePoint be liable for any costs related to delay in delivery of the Charging Stations. Company's sole remedy for any material delay in delivery of the Charging Stations shall be cancellation of the order.

B. Transfer of Title. Delivery of the Charging Stations to Company shall be completed upon delivery of the Charging Stations to Company's freight forwarder. Risk of loss and damage to the Charging Stations shall pass to Company upon the delivery of such Charging Stations to such freight forwarder. ChargePoint shall use commercially reasonable efforts to deliver Charging Stations ordered by Company on the scheduled delivery date. All claims for non-conforming shipments must be made in writing to ChargePoint within twenty (20) days of the passing of risk of loss and damage, as described above. Any claims not made within such period shall be deemed waived and released.

C. Substitutions. ChargePoint shall have the right to make substitutions and modifications to Charging Stations and in the specifications of Charging Stations to be delivered under the terms of any applicable purchase order, provided that such substitutions or modifications will not materially affect overall Charging Station form, fit, function or safety specifications.

3. Invoicing and Payment

A. Invoicing. Unless otherwise agreed in writing by the Parties, ChargePoint shall issue an invoice to Company on or after the date it ships the ordered Charging Stations; provided that, ChargePoint may condition its acceptance of a purchase order on such credit and/or prepayment terms as ChargePoint, in its reasonable discretion, determines appropriate due to, among other things, Company's prior payment history and/or the size of the order. In the case of any change to the applicable credit and/or prepayment terms, no purchase order or acceptance thereof will be effective unless and until Company has consented in writing thereto. If Company causes a delay in delivery, ChargePoint may issue its invoice at any time on or after the scheduled delivery date. If Company has purchased an extended Assure Warranty and has chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of the Assure Warranty.

B. Payment Terms. ChargePoint will invoice Company at time of shipment of the Charging Stations. All invoices shall be paid within thirty (30) days of Company's receipt thereof. Fees for Cloud Services subscriptions shall be invoiced at shipment of the Charging Stations to which such Cloud Services subscriptions relate, and on each anniversary date thereof. All invoices for Cloud Services subscriptions shall be paid within thirty (30) days of Company's receipt thereof. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. All non-credit shipments, or shipments in excess of Company's available credit line, if any, shall be prepaid prior to shipment.

C. No Right of Set-Off; No Right of Return. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of ChargePoint. All sales are final and Company shall have no right of return, provided, that, ChargePoint shall comply with its obligations under the Warranty (as defined below).

D. Taxes, Duties, Etc. All amounts due to ChargePoint under these Terms and/or any applicable purchase order are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "Taxes") imposed by the United States, Canada or any foreign, state or local governmental entity, country or regional authority, or instrumentality thereof on the purchase, shipment, use or sale of the Charging Stations by or to Company, other than taxes measured by ChargePoint's income, corporate franchise, or personal property ownership. Where applicable, ChargePoint shall bill Company for the full amount of such taxes and shall include such amount as a separate line item on the invoice(s) sent to the Company; provided that, ChargePoint's failure to so bill the Company shall not relieve Company from the obligation to pay any Tax described in this Section 3.D.

E. Payment Currency. All amount payable under these Terms shall be paid in United States dollars or if Company is located in Canada, Canadian dollars. If Company is located outside of the United States, Company agrees to take all necessary actions required, including registration of these Terms and application for permission to make payments to ChargePoint hereunder, with the appropriate government authorities in the Company's jurisdiction, or such other institution or official, and to take such other measures as may be necessary to comply with any government currency controls in effect in Company's jurisdiction, as soon as reasonably practicable after execution of these Terms. Company shall remit payment to ChargePoint, at Company's option (i) via wire or ACH transfer to an account designated by ChargePoint in writing from time to time or (ii) by check, made out to ChargePoint, Inc.

F. All Orders Subject to Credit Approval. All orders are subject to credit approval by ChargePoint. The amount of credit or terms of payment may be changed or credit withdrawn by ChargePoint in its reasonable discretion without advance notice. ChargePoint may, in its discretion, withhold further manufacture, performance or shipment; require immediate cash payments for past and future shipments or performance; or require other security satisfactory to ChargePoint before further manufacture, performance or shipment is made; and may, if shipment has been made, recover the goods from the carrier pending receipt of such assurances.

G. Provisions Relating to Shipments in Lots. If these terms require or authorize delivery of goods in separate lots, shipments or milestones to be separately accepted by Company, Company may only refuse such portion of a lot, shipment or milestone that fails to comply with the requirements of these terms. Company may not refuse to receive any lot or portion thereof for failure of any other lot or portion or a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Company shall pay for each lot in accordance with the terms hereof. Products held for Company are at Company's sole risk and expense.

H. Prices do not include Freight, Etc. Except to the extent expressly stated in these terms, ChargePoint's prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the goods, and Company shall pay such amounts or reimburse ChargePoint for any amounts ChargePoint pays. If Company claims a tax or other exemption or direct payment permit, it shall provide ChargePoint with a valid exemption certificate or permit and indemnify, defend and hold ChargePoint harmless from any taxes, costs and penalties arising out of same. ChargePoint's prices include the costs of its standard domestic packing, only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, Company should consult with ChargePoint's sales offices. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for Company's account.

I. Disputes. In the event Company disputes any portion or all of an invoice, it shall notify ChargePoint in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the invoice. The undisputed portion shall be paid when due, and finance charges on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to ChargePoint.

J. Remedies upon Payment Default. Upon Company's default of these terms, ChargePoint may, in addition to any other rights or remedies it may have at law or otherwise, subject to any cure rights of Company, declare the entire balance of Company's account immediately due and payable or foreclose any security interest in the goods delivered. If any unpaid balance is referred for collection, Company agrees to pay ChargePoint, to the extent permitted by law, reasonable attorneys' fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, play any court costs or expenses incurred by ChargePoint, and any finance charges accrued on any unpaid balance owed by Company.

K. Suspended Shipments. ChargePoint reserves the right to suspend further shipments of goods if Company is over thirty (30) days late in payment of an undisputed invoice. ChargePoint reserves the right to terminate the order if Company is over sixty (60) days late in payment of an undisputed invoice

4. Installation

Company shall be responsible for arranging for the installation and provisioning of the Charging Stations and for the costs thereof. At Company's request, ChargePoint may provide the names and contact information of one or more installers of Charging Stations; provided

that, in providing such information ChargePoint makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, CHARGEPOINT IS NOT RESPONSIBLE FOR AND WILL NOT BE LIABLE FOR, THE QUALITY OF ANY INSTALLATION SERVICES OR ANY CLAIM IN ANY WAY RELATING TO OR RESULTING FROM SUCH SERVICES.

5. Warranties/Limitation of Liability

A. Warranty. The Charging Station is covered by the terms of ChargePoint's standard parts only product Warranty (the "Warranty"), which will expire on one year from the date of installation. All applicable warranties with respect to the Charging Station are set forth in the Warranty, and are hereby incorporated by reference into these Terms.

B. Post-Warranty Maintenance. Company acknowledges and agrees that in order to obtain warranty and/or other maintenance services for the Charging Stations after expiration of the Warranty, Company must purchase extended warranties and/or maintenance agreements directly from ChargePoint.

C. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, CHARGEPOINT MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CHARGEPOINT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE CHARGING STATIONS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CHARGEPOINT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF CHARGING STATIONS.

D. Limitation of Liability.

i. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL CHARGEPOINT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. COMPANY'S SOLE REMEDY FOR ANY BREACH BY CHARGEPOINT OF ITS OBLIGATIONS OR WARRANTIES UNDER THESE TERMS SHALL BE LIMITED TO, AT CHARGEPOINT'S OPTION, REPAIR OR REPLACEMENT OF THOSE CHARGING STATIONS TO WHICH SUCH BREACH IS APPLICABLE OR REFUND BY CHARGEPOINT OF ALL OR A PART OF THE PURCHASE PRICE OF THE NON-CONFORMING CHARGING STATIONS.

E. Warranty Exclusions. The Warranty set forth in these Terms is subject to certain exclusions as more fully set forth in the Warranty. COMPANY HAS BEEN INFORMED AND UNDERSTANDS THAT, IN THE EVENT ANY SUCH EXCLUSION BECOMES APPLICABLE, ALL REPRESENTATIONS AND WARRANTIES CONTAINED IN THESE TERMS SHALL IMMEDIATELY BECOME NULL AND VOID.

F. Exclusive Remedies. THE REMEDIES CONTAINED IN SECTION 5 ARE COMPANY'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES COMPANY MAY HAVE AGAINST CHARGEPOINT WITH RESPECT TO NONCONFORMANCE OF THE CHARGING STATIONS.

6. Intellectual Property

A. Restrictions on Use Company shall not: (i) create derivative works based on the Charging Stations, (ii) copy, frame or mirror any part or content of the Charging Stations, (iii) reverse engineer any Charging Station, or (iv) access the Charging Stations for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of the Charging Stations.

B. Ownership of Intellectual Property All right, title and interest in and to any intellectual property related in any way to the Charging Stations is, and shall remain, the exclusive property of ChargePoint. For these purposes, the term "intellectual property" shall mean, all of a party's patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of these Terms.

7. **General**

A. Attorneys' Fees. If any action at law or in equity is necessary to enforce the terms of these Terms, the prevailing party may recover costs as allowed by law.

B. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party.

C. Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect such party's full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

D. Severability. In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

E. Assignment. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their successors, executors or administrators, provided, however, that neither ChargePoint nor Company may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party in its reasonable discretion; provided, however, that Company and ChargePoint shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, "Acquisition Transactions"); and provided further, however, that notwithstanding any Acquisition Transaction, Company shall not assign these Terms to any competitor of ChargePoint without ChargePoint's prior written consent, in its sole discretion. Any attempted assignment in violation of this provision shall be void.

F. Notices. Any notice, request, demand or other communication by the terms hereof required or permitted to be given by one part to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other party or delivered to the address for each party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the parties.

G. Governing Law, Jurisdiction and Dispute Resolution. The ChargePoint entity entering into this Agreement, the address to which Company should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to where Company is domiciled:

If Company is domiciled in:	**The ChargePoint Entity entering into this Agreement is:**	**Notices should be addressed to:**	**Governing law is:**	**Place of jurisdiction:**	**Forum:**
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Company's violation of the intellectual property rights of CHARGEPOINT, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CHARGEPOINT, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to recover costs as allowed by law.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

H. Entire Agreement. These Terms and the attachments hereto constitute the entire agreement between the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by an authorized representative of each party.

I. English Language Agreement Governs. Where ChargePoint has provided Subscriber with a translation of the English language version of this Agreement, Company agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Company's relationship with ChargePoint. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

ATTEST

Naomi D. Maestas
County Clerk

INCORPORATED COUNTY OF LOS ALAMOS

By: Philo S Shelton III 5/9/2022
Philo S. Shelton, III P.E. Date
Utilities Manager

Approved as to form:

Kevin Powers for
J. ALVIN LEAPHART
COUNTY ATTORNEY

ChargePoint, Inc. DocuSigned by:

By: Henrik Gerdes
0273ECE09F57429...

Name: Henrik Gerdes

Title: Chief Accounting Officer, ChargePoint Inc.

Date: 5/10/2022

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Carlos San Miguel
E-Mail: carlos.sanmiguel@chargepoint.com
Telephone:

Quote Number: Q-188573-3
Date: 3/8/2022
Expires On: 4/29/2022

Primary Contact:

Bill To Address

Rexel Denver CO
11175 East 55th Avenue, Suite 100
Denver Colorado 80239
United States

Ship To Address

Los Alamos County Government Recycling Informa
1000 Central Ave
Los Alamos New Mexico 87544
United States

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPE250C-625-CCS1-200A-CHD	ChargePoint Express 250 Station (62.5 kW) - Includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, requires CPE250-CMT-IMPERIAL in US, CPE250-CMT-METRIC in Canada. CPE250-CMT-IMPERIAL/METRIC not included.	2	USD 44,065	12	USD 38,760	USD 77,520
CPE250-TOOLKIT-F	CPE250 Tool Kit	1	USD 0	0	USD 0	USD 0
DC-UNIVERSAL-CMT-METRIC	Required metal bracket to align conduits and mounting bolts for DC power delivery products when cable entrance is from below. This bracket is to be installed into the foundation before the concrete pad is poured. Metric Units. Required for CPE250 and PDD series.	1	USD 0	0	USD 0	USD 0

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Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPE250-ASSURE-5	5 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	2	USD 16,275	5	USD 15,500	USD 31,000
CPE250-COMMISSIONING	This service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE250 station.	2	USD 900	100	USD 0	USD 0

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Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPCLD-ENTERPRISE-DC-5	Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	2	USD 4,799	0	USD 4,799	USD 9,598
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	2	USD 349	100	USD 0	USD 0

Quote Total:	USD 118,118.00
Estimated Tax:	USD 8,536.02
Shipping Fee:	USD 890.25
Grand Total:	USD 127,544.27

Quote Acceptance

+ Each Assure and Cloud Services subscription that you purchase for a Charging Station will commence ninety (90) days from the date the Charging Station associated with that subscription is shipped to you and will last for the subscription length selected in the applicable order.
+ All pricing is confidential between Customer and ChargePoint.
+ All prices are FCA ChargePoint warehouse(s).
+ Customer to be invoiced at time of shipment.
+ Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
+ All invoices are Net 30 days.
+ Credit Checks are required for new customers.
+ Pricing does not include installation or mounting services unless specifically quoted above.
+ Additional Purchase Terms and Conditions can be found at http://www.chargepoint.com/termsandconditions
+ Additional terms and conditions for ChargePoint Assure can be found at http://www.chargepoint.com/legal/assure
+ Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

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254 East Hacienda Avenue, Campbell, CA 95008 USA

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature : Title :

Name (Print) : Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :

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DocuSign

Certificate Of Completion

Envelope Id: BD9E647B953C4A13A0DECC16D1BE83C6
Subject: Please DocuSign: AGR22-931 ChargePoint
Source Envelope:
Document Pages: 35
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Signatures: 9
Initials: 0
Stamps: 3

Status: Sent

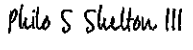
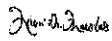
Envelope Originator:
Derrill Rodgers
derrill.rodgers@lacnm.us
IP Address: 76.113.57.150

Record Tracking

Status: Original
5/8/2022 9:11:55 PM

Holder: Derrill Rodgers
derrill.rodgers@lacnm.us

Location: DocuSign

Signer Events	Signature	Timestamp
Kevin Powers for kevin.powers@lacnm.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to kevin.powers@lacnm.us Using IP Address: 76.113.29.129	Sent: 5/8/2022 9:19:50 PM Viewed: 5/9/2022 2:52:44 PM Signed: 5/9/2022 2:52:56 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Philo S Shelton III philo.shelton@lacnm.us Utilities Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to philo.shelton@lacnm.us Using IP Address: 73.127.164.205	Sent: 5/9/2022 2:52:57 PM Viewed: 5/9/2022 3:54:37 PM Signed: 5/9/2022 3:56:00 PM
Electronic Record and Signature Disclosure: Accepted: 5/9/2022 3:54:37 PM ID: 559da800-c875-4074-a8f9-dd3216ad46ce Company Name: Carahsoft OBO County of Los Alamos		
Ubaldo Barela ubaldo.barela@lacnm.us Signing Group: Clerks Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Signed by link sent to ubaldo.barela@lacnm.us Using IP Address: 198.99.209.80	Sent: 5/9/2022 3:55:02 PM Viewed: 5/9/2022 3:55:46 PM Signed: 5/9/2022 3:56:55 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Charge Point rosa.choi@chargepoint.com Security Level: Email, Account Authentication (None)		Sent: 5/9/2022 3:56:59 PM Resent: 5/10/2022 3:20:10 PM Viewed: 5/10/2022 4:27:56 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp

Accepted: 5/10/2022 11:03:19 AM
ID: 70771e10-f7df-41ef-a8b9-343588efae23
Company Name: Carahsoft OBO County of Los Alamos

Clerks

clerks@lacnm.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 5/5/2022 8:58:55 AM
ID: 80a29175-49ed-4d8f-8f60-a2bba2345b16
Company Name: Incorporated County of Los Alamos

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Victoria Pacheco

victoria.pacheco@lacnm.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melissa Salmon

melissa.salmon@lacnm.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ben Olbrich

ben.olbrich@lacnm.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 5/6/2022 3:35:36 PM
ID: 3d5379ef-b77a-4e9c-9e96-a47a95f8cf41
Company Name: Incorporated County of Los Alamos

Carlos San Miguel

carlos.sanmiguel@chargepoint.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracey Alarid

tracey.alarid@lacnm.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Heather Garcia heather.garcia@lacnm.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/22/2022 2:38:30 PM ID: c906a864-ceb1-4b62-ac4a-72af16c459c0 Company Name: Incorporated County of Los Alamos		
Kathy Casados kathy.casados@lacnm.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/8/2022 9:19:50 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

AGREEMENT TO USE DOCUSIGN FOR ELECTRONIC SIGNATURES

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Los Alamos County ("County") may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, for this Electronic Record and Signature Disclosure (ERSD), and confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

Pursuant to the New Mexico Uniform Electronic Transactions Act, you hereby agree to conduct transactions with the County by electronic means through DocuSign. You agree that your electronic signature represents your intent to sign the electronic record and is the means by which you indicate an intent to bind yourself with the document in a manner that has legal significance; it constitutes legally-binding evidence of your intention with regard to the document. You further agree that your electronic signature as used through Docusign is the legal equivalent of a handwritten signature. You confirm that you can access this information electronically, which will be similar to other electronic notices and disclosures that we may provide to you, that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, by selecting the check-box next to 'I agree to use electronic records and signatures,' you consent to receiving and signing documents as described herein; select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 22-931a, 22-931b, 22-931c

This **AMENDMENT NO. 1** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County" or "Subscriber"), and **ChargePoint, Inc.,** a Delaware corporation ("Contractor" or "ChargePoint" or "CPI"), collectively (the "Parties"), to be effective for all purposes April 9, 2025.

WHEREAS, County and Contractor entered into Agreement No. AGR22-931a, b, and c, dated May 9, 2022, for the purchase of Charging Stations, Software Services and Support for the Charging Stations and Operation and Maintenance of the stations, (the "Agreement"); and

WHEREAS, County has a need for additional Services and Equipment from Contractor; and

WHEREAS, Section 31-3(b)(4) of County's Code of Ordinances allows procurement of goods, services, or construction items under existing contracts and which have a current contract issued under a cooperative purchasing agreement with another public entity thereof; and

WHEREAS, Contractor is a party to Contract No. 042221-CPI with Sourcewell ("Price Agreement"); Sourcewell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat. § 123A.21, authorized to establish competitively awarded cooperative purchasing contracts on behalf of participating agencies, which has competitively solicited a Price Agreement for Electric Vehicle Supply Equipment and Related Services which meets the same standard and specifications as the services and equipment needed by County, namely the provision of an additional six (6) level 2 (two) electric vehicle chargers, related software, support, maintenance and operation of the equipment and services (the "Services"); and

WHEREAS, County is a Participating Entity ("PE") of Sourcewell, and as a PE, County has agreed to follow Sourcewell's cooperative procurement processes; and

WHEREAS, County requested a quote from Contractor as provided for in the Price Agreement, and Contractor provided a quote to County that complies with the pricing terms of the Price Agreement; and

WHEREAS, both Parties wish to amend the term of the Agreement and to add the additional equipment as described above; and

WHEREAS, the Board of Public Utilities approved this Amendment at a public meeting held on April 2, 2025; and

WHEREAS, the County Council approved this Amendment at a public meeting held on April 8, 2025; and

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

I. In reference to AGR22-931a, Master Services and Subscription Agreement, Section 9, Term, Renewal, and Termination, Section 9.1, Term of Agreement, is deleted in its enterity and replaced with the following:

9.1 Term of Agreement. Contractor acknowledges that New Mexico law prohibits the inclusion of clauses that automatically extend the duration of an agreement unless one party provides notice to terminate it within a specified time (a.k.a. "Automatic Renewals" or "Evergreen Clauses") and any references to such Automatic Renewals or Evergreen Clauses in the Agreement are hereby deleted and all references to the term of the Agreement are hereby deleted and replaced with the following provision: The term of this Agreement shall commence on the Effective Date and shall continue, for Units SN-224415021846 and SN-224415021843, for additional five (5) year extensions, expiring on 5/8/2032, complying with Quote Q-503940-4; and for the six (6) new CP6021 Units being added by this amendment, terms of ten (10) years, consistent with Quote Q-525811-1 and applicable procurement and appropriations laws, unless sooner terminated as provided herein.

II. AGR22-931a, Section 9.2 is amended as follows:

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence ninety (90) days from the date the subscription plan is invoiced. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

III. AGR22-931a, Section 9.3 (b) is amended for a scrivener's error as follows:

9.3 TERMINATION BY CPI, paragraph (b), clause (c), is amended to a capital "(C)".

IV. AGR22-931a, Section 9.5 is amended for a scrivener's error as follows:

9.5 REFUND OR PAYMENT UPON TERMINATION. Reference to Section 9.4(i) is amended to "Section 9.4(a)(i)".

V. The following new Section 12 is hereby added:

12. COMPENSATION:

12.1 Amount of Compensation. Subscriber shall pay compensation for performance of the Services over the life of the Agreement in an amount not to exceed TWO HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED SEVENTY-FOUR AND 29/100 DOLLARS ($295,774.29), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit 7, attached hereto and made a part hereof for all purposes.

12.2 Total Not-to-Exceed Compensation Amount. The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the Term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services originally estimated by County and specified in Section 12.1 herein, unless approved by Amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an Amendment to this Agreement. It is the sole responsibility of Contractor to ensure that all work performed does not exceed the not-to-exceed amount

of this Agreement and any subsequent Amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.

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

VI. The following new Section 13 is hereby added:

13. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Amendment shall control and take precedence.

VII. The original Agreements AGR22-931a, b, and c had Quotation Q-188573 attached, but without a reference. Quotation Q-188573 is hereafter referenced as “Exhibit 1-A”.

The Following referenced Quotations are amended as exhibits to the Agreement, as follows:

VIII. Quotation Q-525811-1 for the purchase of six (6), CP6021 level 2 chargers, concrete mounting templates, Commercial Cloud plan subscription, ChargePoint Assure services for CP6000, and EV Charging station activation is hereby added as Exhibit 4.

IX. Quotation Q-525804-1 for Engineering Design Review services associated with the level 2 chargers described above is hereby added as Exhibit 5.

X. Quotation Q-503940-4 for the extension of Commercial Cloud plan subscription, and ChargePoint Assure services for CPE250 is hereby added as Exhibit 6.

XI. Exhibit 7, Compensation Rate Schedule is hereby added.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

_____

MICHAEL D REDONDO
COUNTY CLERK

INCORPORATED COUNTY OF LOS ALAMOS

BY: _____

PHILO S. SHELTON, III **DATE**
UTILITIES MANAGER

Approved as to form:

_____

J. ALVIN LEAPHART
COUNTY ATTORNEY

CHARGEPOINT, INC., A DELAWARE CORPORATION

BY: _____

MANSI KHETANI **DATE**
CFO

Exhibit 4
Quote No. Q-525811-1
AGR22-931a, 22-931b, 22-931c

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Chris Arfsten
E-Mail: chris.arfsten@chargepoint.com
Telephone: (813) 431-7348

Quote Number: Q-525811-1
Date: 3/6/2025
Expires On: 4/4/2025
Approved Payment Term: Net 30

Primary Contact: Angelica Gurule

Bill To Address

Los Alamos County
1000 Central Avenue, Suite 130,,
Los Alamos NM 87544
United States

Ship To Address

Los Alamos County
1000 Central Avenue, Suite 130,
Los Alamos New Mexico 87544
United States

Product Name	Product Description	Qty	Regular Unit Price	Disc%	Customer Unit Price	Total Price
CP6021B-80A-L7	CP6021, NA, AC Station, 2 x Type 1 Cable, 80A, 1 Phase, 23' Cable, 8' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular, UL, Energy Star, Power Share Jumper, 2 YR Parts Warranty	6	USD 11,735.00	10	USD 63,369.00	USD 63,369.00

Product Name	Product Description	Qty	List Price	Unit Price	Total Price
CP6000-CMT-NA	CP6000 Concrete Mounting Template, NA	6	USD 125.00	USD 125.00	USD 750.00
CP6000-ASSURE-10	10 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	6	USD 4,500.00	USD 4,500.00	USD 27,000.00

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ChargePoint CONFIDENTIAL

Product Name	Product Description	Qty	List Price	Unit Price	Total Price
CPCLD-COMMERCIAL-10	Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	12	USD 3,285.00	USD 3,285.00	USD 39,420.00
CPSUPPORT-ACTIVE	ChargePoint's Activation service ensures a seamless EV charging station setup, from order to activation. Activation includes station owner and installer onboarding, quality installation validation, early station performance support, and provisions stations on our network, ensuring a smooth and reliable deployment experience. Priced per station. Does not apply to CPF50 stations. For activating 10-or-more stations per site call ChargePoint sales.	6	USD 249.00	USD 249.00	USD 1,494.00

Quote Total:	USD 132,033.00
Shipping Fee:	USD 4,463.04
Grand Total:	USD 136,496.04

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Exhibit 5
Quote No. Q-525804-1
AGR22-931a, 22-931b, 22-931c

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Chris Arfsten
E-Mail: chris.arfsten@chargepoint.com
Telephone: (813) 431-7348

Quote Number: Q-525804-1
Date: 3/5/2025
Expires On: 5/4/2025
Approved Payment Term: Net 30

Primary Contact: Angelica Gurule

Bill To Address

Los Alamos County
1000 Central Avenue, Suite 130,,
Los Alamos NM 87544
United States

Ship To Address

Los Alamos County
1000 Central Avenue, Suite 130,
Los Alamos New Mexico 87544
United States

Product Name	Product Description	Qty	List Price	Unit Price	Total Price
CPS - Engineering Design Review	Review of drawing sets prepared by professional engineer contracted by customer to ensure compliance with ChargePoint stations for optimal make ready. Priced per site.	1	USD 3,550.00	USD 3,550.00	USD 3,550.00

Quote Total:	USD 3,550.00
Shipping Fee:	USD 0.00
Grand Total:	USD 3,550.00

Quote Acceptance

+ Invoices are due and payable as per agreed payment terms.

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ChargePoint CONFIDENTIAL

Exhibit 6
Quote No. Q-503940-4
AGR22-931a, 22-931b, 22-931c

Quotation

ChargePoint, Inc.
Driving a Better Way™
chargepoint.com

Sales Representative: Iris Guillardo
E-Mail: iris.guillardo@chargepoint.com
Telephone: 669-221-1061

Quote Number: Q-503940-4
Date: 2/3/2025
Expires On: 2/28/2025

ChargePoint Org Name: Los Alamos County
ChargePoint Org: NA033013

Primary Contact: Derrill Rodgers

ChargePoint Cloud Plans

Product Name	Product Description	Quantity	End Date	Total Price (USD)
CPCLD-ENTERPRISE-DC-REN	Coterminous renewal, Enterprise Cloud Plan subscription with advanced station management features such as: Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	2.0	05/08/2032	9,520.00

ChargePoint Assure Maintenance and Management

Product Name	Product Description	Quantity	End Date	Total Price (USD)
CPE250-ASSURE-REN	Prepaid coterminous renewal of ChargePoint Assure for CPE250 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	2.0	05/08/2032	27,200.00

Total : USD 36,720.00

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Renewal Details

Cloud Plan Renewals

Station Name	Station S/N	Station Location	Product Name	Token S/N	Current Expiration Date	New Expiration Date	Price (USD)
LAC DPU / LOS ALAMOS MUNI	224415021846	1000 Central Avenue Los Alamos New Mexico 87544	CPCLD-ENTERPRISE-DC-REN	TKN1667264780133	01/28/2028	05/08/2032	4,760.00
LAC DPU / WHITE ROCK	224415021843	105 NM-4 Los Alamos New Mexico 87544	CPCLD-ENTERPRISE-DC-REN	TKN1667264780132	01/28/2028	05/08/2032	4,760.00

Assure Maintenance and Management Renewals

Station Name	Station S/N	Station Location	Product Name	Token S/N	Current Expiration Date	New Expiration Date	Price (USD)
LAC DPU / LOS ALAMOS MUNI	224415021846	1000 Central Avenue Los Alamos New Mexico 87544	CPE250-ASSURE-REN	XSJ1667264780135	01/28/2028	05/08/2032	13,600.00
LAC DPU / WHITE ROCK	224415021843	105 NM-4 Los Alamos New Mexico 87544	CPE250-ASSURE-REN	XSJ1667264780134	01/28/2028	05/08/2032	13,600.00

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Exhibit 7
Compensation Rate Schedule
AGR22-931a, 22-931b, 22-931c

Equipment and Services for Original Level 3 Chargers – Unit price reflects Sourcewell Discount

Product Name	Description	Qty	Unit Price	Total
CPE250C+625-CCS1-200A-CHD	ChargePoint Express 250 Station 62.5kW	2	$38,760.00	$77,520.00
CPE250-TOOLKIT-F	CPE250 Tool Kit	1	$0.00	$0.00
DC-UNIVERSAL-CMT-METRIC	Conduit Bracket for Foundations	1	$0.00	$0.00
CPE250-ASSURE-5	5 Years ChargePoint Asure for CPE250 Station Term End Date of 05/08/2027	2	$15,500.00	$31,000.00
CPE250-COMMISSIONING	Commissioning services for activation of each Station.	2	$0.00	$0.00
CPCLD-ENTERPRISE-DC-5	5 Years Enterprise Cloud Plan Subscription Term End Date of 05/08/2027	2	$4,799.00	$9,598.00
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration	2	$0.00	$0.00
Shipping		1	$890.25	$890.25
Total				**$119,008.25**

Extension of Term for Services for Original Level 3 Chargers – Unit price reflects Sourcewell Discount – as amended by Amendment 1, to be effective as of the effective date of this Amendment.

Product Name	Description	Qty	Unit Price	Total
CPCLD-ENTERPRISE-DC-REN	Enterprise Cloud Plan Subscription – Extension to Term End Date of 05/08/2032	2	$4,760.00	$9,520.00
CPE250-ASSURE-REN	ChargePoint Asure for CPE250 Station - Extension to	2	$13,600.00	$27,200.00

	Term End Date of 05/08/2032			
Total				**$36,720.00**

Equipment and Services for 6 Level 2 Chargers – Unit price reflects Sourcewell Discount

Product Name	Description	Qty	Unit Price	Total
CP6021B-80A-L7	CP6021, NA, AC Station, 2 x Type 1 Cable, 80A, 1 Phase, 23' Cable, 8' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular, UL, Energy Star, Power Share Jumper, 2 YR Parts Warranty	6	$10,561.50	$63,369.00
CP6000-CMT-NA	CP6000 Concrete Mounting Template, NA	6	$125.00	$750.00
CPCLD-COMMERCIAL-10	Prepaid Commercial Cloud Plan subscription with station management features including but not limited to: Custom Video uploads and Automatic Software Updates, driver and fleet management features	12	$3,285.00	$39,420.00

	including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Term End Date of 03/25/2035			
CP6000-ASSURE-10	10 years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting. Term End Date of 03/25/2035	6	$4,500.00	$27,000.00
CPSUPPORT-ACTIVE	ChargePoint's Activation service. Activation includes station owner and installer onboarding, quality	6	$249.00	$1,494.00

	installation validation, early station performance support, and provisions stations on the CP network.			
Shipping	Shipping	1		$4,463.04
Total				**$136,496.04**

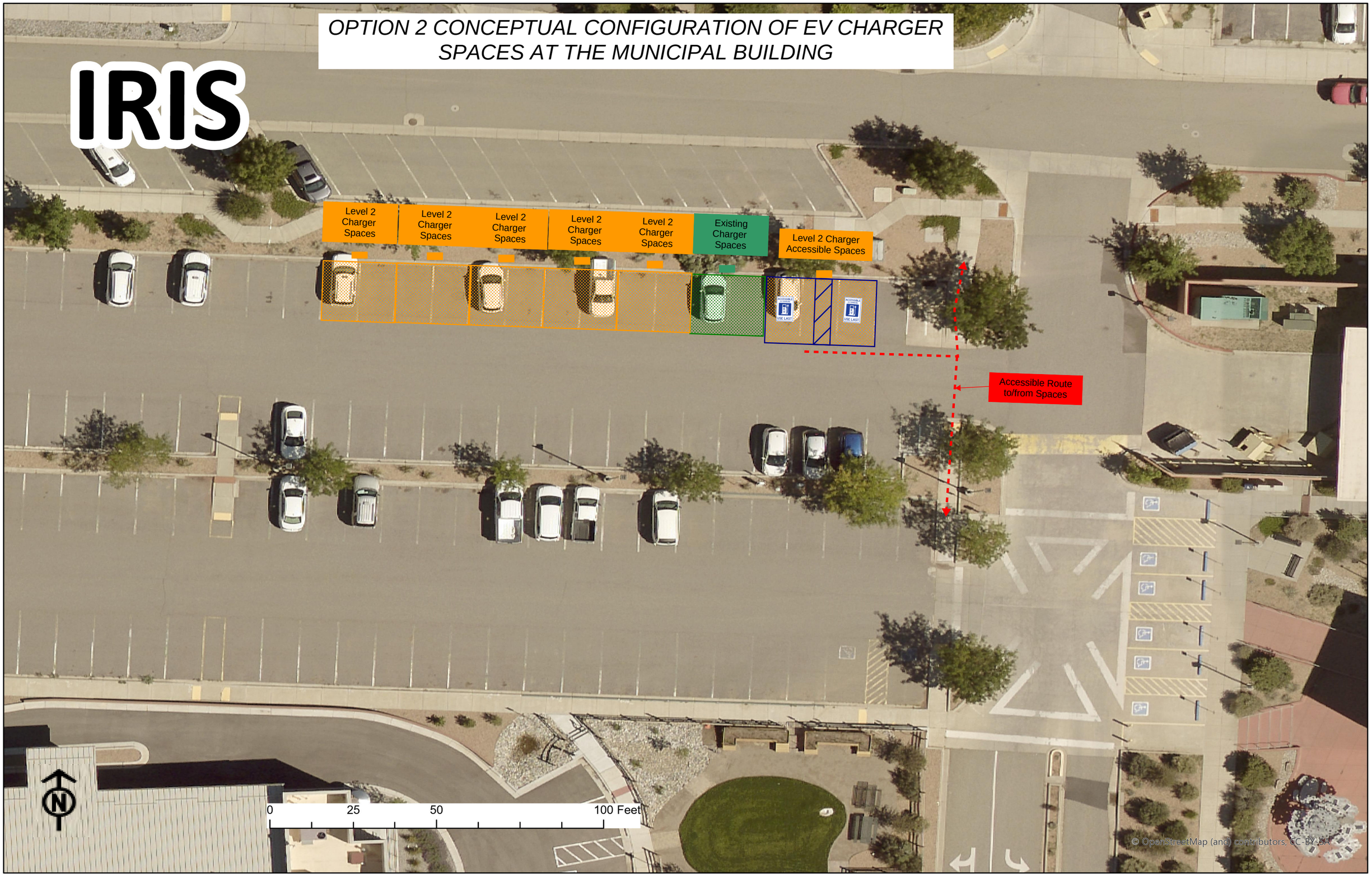
Engineering Design Review Services for 6 Level 2 Chargers – Unit price reflects Sourcewell Discount

Product Name	Description	Qty	Unit Price	Total
CPS - Engineering Design Review	Review of drawing sets prepared by professional engineer contracted by customer to ensure compliance with ChargePoint stations for optimal make ready.	1	$3,550.00	$3,550.00
Total				**$3,550.00**

TOTAL NOT TO EXCEED AMOUNT	**$295,774.29**

OPTION 2 CONCEPTUAL CONFIGURATION OF EV CHARGER SPACES AT THE MUNICIPAL BUILDING

IRIS



County of Los Alamos

Staff Report

April 08, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	C.
Index (Council Goals):	Environmental Stewardship - Greenhouse Gas Reduction ; Quality of Life - Open Space, Parks, and Recreation
Presenters:	Katherine Hudspeth, Recreation Division Manager and Cory Styron, Community Services Director
Legislative File:	**AGR1117-25**

Title

Approval of Amendment No. AGR24-06-A1 with Masek Rocky Mountain Golf Cars and Yamaha Motor Finance Corporation, USA to Delay the Delivery of the Electric Car Fleet to No Later Than June 13, 2025

..Recommended Actio

I move that Council approve Agreement No. AGR24-06-A1 with Masek Rocky Mountain Golf Cars and Yamaha Motor Finance Corporation, USA to delay the delivery of the electric car fleet to no later than June 13, 2025.

County Manager's Recommendation

The County Manager recommends that Council approve this amendment.

Body

County Council approved the original agreement AGR24-06 on November 12, 2024. However, at the time, staff was working with an on-call contractor to complete schematics and propose pricing to outfit the golf storage area to accommodate the electric car fleet charging infrastructure. The Task Order No. 27 under Services Agreement No. AGR22-18a with All-Rite Construction to complete the project was approved by County Council on February 25, 2025 and is scheduled to be completed in the Summer of 2025. Los Alamos County cannot receive nor use the electric cars until the upgrades to the clubhouse car storage is complete. Therefore, this amendment delays the delivery of the electric cars to the week of June 9, 2025, but no later than June 13, 2025. Additionally, the Term of the lease of the equipment will begin on the delivery date of the equipment.

Attachment C shows estimated cost comparisons between the electric and gas-powered golf carts as information only.

Alternatives

County Council can reject this amendment.

Fiscal and Staff Impact/Planned Item

There is no fiscal impact, only a delay in delivery of the electric golf cars.

Attachments

A - AGR24-06-A1 Masek and Yamaha Motor Finance
B - AGR24-06 Masek and Yamaha Motor Finance
C - Cost Comparison

AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 24-06

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and and **Masek Rocky Mountain Golf Cars**, a Delaware corporation (“Distributor”) and **Yamaha Motor Finance Corporation, U.S.A.**, a Delaware corporation ("Lessor”), to be effective for all purposes April 9, 2025.

WHEREAS, County, Distributor and Lessor entered into Agreement No. AGR24-06 dated November 13, 2024, (the “Agreement”) for Golf Cars Lease; and

WHEREAS, due to a need by the County to prepare the storage area for the Golf Cars to accommodate charging of the Golf Cars; the Parties agree to amend the delivery date for the Golf Cars; and

WHEREAS, the Parties wish to more clearly define the Term of the Agreement and Lease of the Equipment; and

WHEREAS, the County Council approved this Agreement at a public meeting held on April 8, 2025.

NOW, THEREFORE, for good and valuable consideration, County, Distributor and Lessor agree as follows:

I. Delete **SECTION A. SERVICES AND EQUIPMENT, PARAGRAPH 2 DELIVERY** in its entirety and replace it with the following:

2. DELIVERY

Distributor shall deliver the Equipment to County, the week of June 9, 2025, but no later than June 13, 2025, as agreed to in writing by the Parties. Delivery shall be made to the Los Alamos County Golf Course located at 4250 Diamond Drive, Los Alamos, New Mexico 87544. Distributor shall make arrangements to deliver the Equipment with County’s Contractor Manager or designee two (2) weeks in advance of delivery for a delivery date within the above stated delivery window. The County may request an earlier delivery date; such early delivery shall be documented by written agreement of the Parties and shall describe the agreed-upon delivery date and confirmation from the Distributor of the agreed-upon delivery date.

II. Delete **SECTION B. TERM** in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence November 13, 2024; the term of the Lease of the Equipment shall commence on the delivery date of the Equipment, and shall continue for a term of five (5) years, with County’s sole option to renew for two (2) successive one (1) year periods, unless sooner terminated, as provided herein. The term of this Agreement shall expire upon the expiration or termination of the Lease of the Equipment.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

_____
MICHAEL D. REDONDO
COUNTY CLERK

INCORPORATED COUNTY OF LOS ALAMOS

BY: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

_____
J. ALVIN LEAPHART
COUNTY ATTORNEY

MASEK ROCKY MOUNTAIN GOLF CARS, A DELAWARE CORPORATION

BY: _____
JASON MASEK **DATE**
PRESIDENT

YAMAHA MOTOR FINANCE CORPORATION, U.S.A., A DELAWARE CORPORATION

BY: _____
BRETT MILLER **DATE**
VICE PRESIDENT

LOS ALAMOS

INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County" or "Lessee"), and **Masek Rocky Mountain Golf Cars**, a Delaware corporation ("Distributor") and **Yamaha Motor Finance Corporation, U.S.A.**, a Delaware corporation ("Lessor"), collectively (the "Parties"), to be effective for all purposes November 13, 2024 ("Effective Date").

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and Equipment, and County issued Request for Proposals No. 24-06 ("RFP") on May 25, 2023, requesting proposals for Golf Cars Lease, as described in the RFP; and

WHEREAS, Distributor timely responded to the RFP by submitting a response dated June 11, 2023 ("Distributor's Response"); and

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

WHEREAS, the County Council approved this Agreement at a public meeting held November 12, 2024; and

WHEREAS, Distributor and Lessor shall provide the Services and Equipment, respectively, as described below, to County.

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

SECTION A. SERVICES AND EQUIPMENT:

1. **EQUIPMENT.** Lessor shall lease to County sixty (60) new, current, or past model year Yamaha Drive 2 AC battery electric, Roy Pow lithium powered golf cars, two (2) utility Yamaha Umax II gas powered cars, and one hundred twenty (120) sand and seed bottles (2 per golf car); referred to herein as the ("Equipment").
   The Umax II golf cars shall be painted Evergreen metallic, come equipped with headlights and taillights, 402cc electronic fuel injected engine, four-wheel drum brakes, two-inch receiver hitch, dump beds, roof and windshield.
   The Yamaha Drive 2 AC lithium golf cars shall be in moonstone metallic paint, and shall include the following appurtenances and accessories for each lithium powered golf car:
   a. Split Windshield with fold down function on each golf car;
   b. Four (4) Standard/stock wheels and tires with wheel covers;
   c. Two (2) fleet decal numbers on each golf car;
   d. One (1) mounted club/ball washer on each golf car, mounted on passenger side;
   e. One (1) removable cooler, with slide mount, mounted on drivers' side, on each golf car;

f. One (1) information “Windshield Mounted Message Holder” card holder mounted on each golf car;
g. One (1) score card holder mounted on the steering wheel.
h. Sweater basket on each golf car;
i. Fender Scuff Guard;
j. Two (2) mounted sand and seed bottle holders on each golf car;
k. Two (2) sand and seed bottles per car;
l. Two (2) USB ports on each golf car, to provide the ability for driver and passenger to each access one (1) port;
m. Rain-drain top;
n. Club rain canopy;
o. County logo applied to each golf car, in center of club rain canopy;
p. One (1) Yamatrack GPS Unit with 10” screen per golf car, properly installed in each Yamaha Drive 2 AC lithium golf car;
q. One (1) functional battery management system for each Yamaha Drive 2 AC lithium golf car, which shall include a battery charger;
r. One (1) functional charger for each Yamatrack GPSunit, if not charged by onboard power from the golf car.

2. DELIVERY

Distributor shall deliver the Equipment to County, between February 1, 2025, and April 14, 2025. Delivery shall be made to the Los Alamos County Golf Course located at 4250 Diamond Drive, Los Alamos, New Mexico 87544. Distributor shall make arrangements to deliver the Equipment with County’s Contractor Manager or designee four (4) weeks in advance of delivery for a delivery date within the above stated delivery window.

3. COUNTY ACCEPTANCE OF EQUIPMENT.

County shall inspect the Equipment upon delivery by Distributor, Distributor shall address any issues identified by County, providing replacement car(s) as necessary or addressing any deficiencies in the delivered Equipment within two (2) weeks of the delivery date. Any Equipment not identified by County as deficient within the aforementioned time frame shall be deemed accepted fifteen (15) business days after delivery thereof. Lessor shall issue the initial monthly rental invoice upon acceptance of the Equipment by County.

4. SERVICES

Distributor shall provide: (i) the delivery services set forth in Section 2, (ii) the training services set forth in Section 5, (iii) warranty repair services for manufacturing or design defects covered by the manufacturer’s warranty set forth in Exhibit “B”, and (iv) support to County within seven (7) business days of receipt of a service request from County related to (i) – (iii) (collectively, “Services”). Service requests shall be submitted through Email to Distributor’s service representatives. County staff may schedule a service appointment as needed and shall be assigned an appointment on the service technician’s schedule.

a. Equipment and its components are covered by the Manufacturer Warranty as described in Exhibit B, attached hereto and made a part hereof for all purposes.
b. Distributor through its service technicians shall perform on-site service, and Distributor shall provide a replacement unit, should a repair require that a piece of Equipment is placed out of service.
c. Distributor shall provide to County an annual on-site inspection of the Equipment, on a schedule mutually agreed upon by the Parties, to correct any problems identified with the Equipment, throughout the term of this Agreement.

d. Distributor shall supply any parts which are not covered under Warranty at a twenty percent (20%) discount from list price. Parts can be ordered by email, or phone call.

5. TRAINING

Distributor shall provide on-site training to County by a Yamaha certified mechanic at the time of delivery of the Equipment. Distributor shall also offer training in either February or March of each year throughout the term of this Agreement at Distributors location, at a time mutually agreed upon by the Parties. Distributor shall provide notice to County of the training date by January 1 of each year throughout the term of this Agreement. County shall advise the number of County attendees by January 15 of each year of the term of this Agreement.

SECTION B. TERM: The term of this Agreement shall commence November 13, 2024, and shall continue through November 12, 2029, with County's sole option to renew for two (2) successive one (1) year periods, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** The total amount payable under this Agreement for lease of the Equipment and performance of the Services identified herein shall be in accordance with rates identified in Exhibit "A," and shall be payable according to the terms set forth below. The total amount payable hereunder for the entire term of this Agreement, including any possible extensions and the amounts set forth below in subparagraphs a. and b., shall not to exceed EIGHT HUNDRED NINETEEN THOUSAND TWO HUNDRED THIRTY-NINE AND 08/100 DOLLARS ($819,239.08), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Lessor and Distributor, respectively, shall invoice the County for lease of the Equipment and for parts and Services set for in Exhibit "A" as follows:

    a. Equipment Lease: County shall pay compensation to Lessor (herein referred to as "Rent") for lease of the Equipment in a total amount not to exceed EIGHT HUNDRED TWELVE THOUSAND TWO HUNDRED THIRTY-NINE AND 08/100 DOLLARS ($812,239.08), over the Term of this Agreement.

    b. Parts Purchases: County shall pay compensation to Distributor for parts in a total not-to-exceed amount of SEVEN THOUSAND DOLLARS ($7,000.00). Parts purchases shall be billed and invoiced as delivered.

2. **Monthly Invoices**.

    a. Lessor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.
    b. Distributor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice

SECTION D. TAXES: Lessor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement. County shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment. In the event that another tax becomes payable by Lessor as required by applicable law during the Term of this Agreement, County shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefore,

an amount equal to such tax. County shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by County.

SECTION E. DELIVERY AND DAMAGES: Distributor shall deliver the Equipment to County no later than April 14, 2025. The time for delivery of the Equipment is of the essence to this Agreement. Should Distributor neglect, refuse or fail to deliver the Equipment within the time herein agreed then County shall have the right to terminate this Agreement at the option of County. If County chooses to terminate this Agreement as provided herein, County reserves the right to pursue any and all other remedies at law or in equity for Distributor's failure to comply with the terms and conditions of this Agreement.

SECTION F. RETURN OF LEASED PROPERTY TO DISTRIBUTOR: Upon the termination of this Agreement, for any reason, Distributor, or its agent, shall, at County's convenience, take possession of the Equipment. The Equipment will be made available for pick up at a location to be identified by County. All expenses of taking possession of the Equipment shall be at the sole expense of Distributor. Failure to remove Equipment at the specified time and place may, at County's option, result in Distributor incurring fees due to County for storage.

SECTION G. MANUFACTURER'S WARRANTY: The Equipment is warranted only in accordance with the manufacturer's warranty, as detailed in Exhibit B. EXCEPT AS EXPRESSLY PROVIDED IN SECTION H OF THIS AGREEMENT AND EXHIBIT B, DISTRIBUTOR AND LESSOR DISCLAIM ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INTERFERENCE.

SECTION H. WARRANTY: Distributor and Lessor warrant to County that, Distributor, Lessor, nor any of their assignees, shall disturb County's quiet and peaceful possession of the Equipment and County's unrestricted use thereof for its intended purpose, so long as County is not in default of any of the provisions of this Agreement.

SECTION I. CARE, USE AND MAINTENANCE: County shall, at its expense, at all times during the Term of this Agreement, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Distributor's manuals and other instructions received from Distributor. County will not use or operate the Equipment, or knowingly permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. County shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and County shall be solely responsible for such storage and safekeeping.

SECTION J. ACCEPTANCE GUIDELINES FOR RETURN OF LEASE EQUIPMENT: Equipment returned with "Normal Wear and Tear" will be acceptable. "Normal Wear and Tear" will not include:

1. Tires which are damaged, gouged, or cut so as to be in unsafe operating condition.
2. Missing tire(s) or wheel(s), including spare if originally included.
3. Bent, twisted, dented, dinged, or gouged bumper(s).

4. Any missing part(s) or accessory(s) that were originally delivered with the Equipment or any components to County as either factory-installed or dealer-installed optional accessories requiring any modifications for installation.

5. Mechanical problems on any components or suspension which occur due to abuse, accident, negligence or the lack of proper maintenance, or any repairs required which are not considered “Normal Wear and Tear.”

SECTION K. STATUS OF DISTRIBUTOR, LESSOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of Services by Distributor as an independent Distributor. Neither Distributor nor Lessor is an agent or employee of County and shall not be considered an employee of County for any purpose. Distributor, Lessor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County’s name or logo. Neither Distributor, Lessor, nor any employee of Distributor or Lessor shall be entitled to any benefits or compensation other than the compensation specified herein. Neither Distributor nor Lessor shall have any authority to bind County to any agreement, contract, duty, or obligation. Neither Distributor nor Lessor shall make any representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Distributor and Lessor shall have full power to continue any outside employment or business, to employ and discharge their employees or associates as they deem appropriate without interference from County; provided, however, that Distributor and Lessor shall at all times during the term of this Agreement maintain the ability to perform their respective obligations in a professional, timely, and reliable manner.

SECTION L. STANDARD OF PERFORMANCE: Distributor and Lessor agree and represent that they have and shall maintain the personnel, experience, and knowledge necessary to qualify them for their respective duties to be performed under this Agreement. Distributor and Lessor shall perform their respective duties described herein in accordance with a standard that meets the industry standard of care for performance of such duties.

SECTION M. DELIVERABLES AND USE OF DOCUMENTS: All non-Equipment deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Neither Distributor nor Lessor shall use, sell, disclose, or obtain any other compensation for such works for hire. In addition, neither Distributor nor Lessor may, with regard to all non-Equipment work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Neither Distributor nor Lessor shall use non-Equipment deliverables in any manner for any other purpose without the express written consent of County.

SECTION N. EMPLOYEES AND SUB-CONTRACTORS: Distributor and Lessor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Distributor and Lessor in the performance of their respective duties hereunder. Distributor and Lessor agree to indemnify, defend, and hold harmless County for any and all claims that may arise from Distributor’s and Lessor’s relationship to its employees and subcontractors.

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

1. **General Liability Insurance:** ONE MILLION DOLLARS ($1,000,000.00) per occurrence; ONE MILLION DOLLARS ($1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Distributor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Distributor and its Employees:** ONE MILLION DOLLARS ($1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS ($1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION P. RECORDS: Distributor and Lessor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Distributor and Lessor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION Q. DUTY TO ABIDE: Distributor and Lessor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform their respective duties hereunder in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

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

SECTION S. **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.

SECTION T. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County, Distributor and Lessor knowingly, voluntarily, intentionally, and 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 District Court of the State of New Mexico. County, Distributor and Lessor 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 District Court 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. County, Distributor and Lessor also

agree that this term is a material inducement for each to enter this Agreement, and that County, Distributor and Lessor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION U. 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, County, Distributor and Lessor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County, Distributor and Lessor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that County, Distributor and Lessor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION V. INDEMNITY: Distributor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Distributor or Distributor's officers, employees, agents representatives, and subcontractors in the performance or breach of the services under this Agreement.

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

SECTION X. NON-ASSIGNMENT: No Party may assign this Agreement or any privileges or obligations herein without the prior written consent of the other Parties.

SECTION Y. LICENSES: Distributor and Lessor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Distributor shall require and shall assure that all of Distributor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses to perform the Services.

SECTION Z. PROHIBITED INTERESTS: Distributor and Lessor agree that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of their respective duties hereunder. Distributor and Lessor further agree that they shall not employ any person having such an interest to perform their respective duties under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION AA. TERMINATION:

1. **Generally**. The County Manager may terminate this Agreement with cause upon thirty (30) calendar days prior written notice to Distributor and Lessor. Upon such termination, Lessor and Distributor shall be paid for Rent owed and Services actually completed to the satisfaction of County at the rate set out in Section C. Distributor and Lessor shall render a final report of

the Services performed and Rent owed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.

2. **Funding**. This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Distributor and Lessor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

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

County:
Katherine Hudspeth, Recreation Superintendent
Incorporated County of Los Alamos
2760 Canyon Road
Los Alamos, New Mexico 87544

Distributor:
Jason Masek, President
Masek Rocky Mountain Golf Cars
5225 Pino Avenue, N.E.
Albuquerque, New Mexico 87109

With a copy to:
County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

Lessor:
Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, California 90630
Attn: Commercial Finance

SECTION AC. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the services described herein, and expresses the entire agreement and understanding between the Parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by authorized representatives of County, Distributor and Lessor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION AD. NO IMPLIED WAIVERS: The failure of the Parties to enforce any provision of this Agreement is not a waiver by the Parties of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION AE. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION AF. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Distributor's Response and is incorporated herein by reference for all purposes.

SECTION AG. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AH. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AI. Notwithstanding any contrary provision contained in this Agreement, the Parties further agree as follows:

1. Title. Title to the Equipment shall at all times remain with the Lessor. County acquires only the interests expressly described in this Agreement. County shall not remove, move, or cover over in any manner any serial number on the Equipment. Except as provided herein, County shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by County or any party other than Lessor or anyone so claiming through Lessor.
2. Alterations and Attachments. County may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as County may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon termination of this Agreement, County shall remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.
3. County Default. The occurrence of any one or more of the following events shall constitute a default under this Agreement ("County Default"):
    a. Nonpayment by County of Rent or any other sum payable by its due date;
    b. Failure by County to perform or observe any other term, covenant or condition of this Agreement which is not cured within thirty (30) calendar days after notice thereof from Lessor;
    c. Insolvency by County; or
    d. Any untrue representation or warranty made by County in this Agreement.
4. Lessor or Distributor Default: The occurrence of any one or more of the following events shall constitute a default under this Agreement ("Lessor/Distributor Default"):
    a. Failure of Lessor or Distributor to perform or observe any other term, covenant, condition, or obligation of this Agreement which is not cured within thirty (30) calendar days after notice thereof from County;
    b. Insolvency by Lessor or Distributor; or
    c. Any untrue representation or warranty made by Lessor or Distributor in this Agreement.
5. Remedies. If a Default occurs, the non-defaulting party may do one or more of the following:
    a. Cancel or terminate this Agreement; or
    b. Exercise any other right or remedy available to Lessor at law or in equity.

SECTION AJ. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the Parties, and each Party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither Party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

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

ATTEST

_____
NAOMI D. MAESTAS
COUNTY CLERK

Approved as to form:

_____
J. ALVIN LEAPHART
COUNTY ATTORNEY

INCORPORATED COUNTY OF LOS ALAMOS

BY: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

MASEK ROCKY MOUNTAIN GOLF CARS, A DELAWARE CORPORATION

BY: _____
JASON MASEK **DATE**
PRESIDENT

YAMAHA MOTOR FINANCE CORPORATION, U.S.A., A DELAWARE CORPORATION

BY: _____
BRETT MILLER **DATE**
VICE PRESIDENT

Exhibit A
Compensation Rate Schedule
AGR24-06

Lessor owns and shall lease to County the following golf cars at the following rates:

Yamaha Drive 2 AC battery electric, lithium powered golf cars with functional battery management systems for each golf car at $1,369.57/unit for years 1 through 5 = $82,174.20 per year ($6,847.85 per month for 60 golf cars). Total not to exceed amount of $410,871.00 for years 1 through 5.

Yamaha Drive 2 AC battery electric, lithium powered golf cars with functional battery management systems for each golf car at $1,100.00/unit for years 6 and 7 = $66,000.00 per year ($5,500.00 per month for 60 golf cars). Total of $132,000.00 for years 6 and 7.

60 Yamatrack 10-Inch GPS Units (1 for each Yamaha Drive 2 AC Golf Car) at $543.00/unit for years 1 through 7 = $32,580.00 per year ($2,715.00 per month for 60 GPS units). Total not to exceed amount of $228,060.00 for years 1 through 7.

60 Rain Canopies, one (1) for each of the lithium powered golf cars at a total of $148.37 per month for years 1 through 7 = $1,780.44 per year. Total not to exceed amount of $12,463.08 for year 1 through 7.

2 utility Umax II golf cars not to exceed amount of $2,164.50/unit for years 1 through 5 = $4,329.00 per year ($360.75 per month for 2 utility cars). Total not to exceed amount of $21,645.00 for years 1 through 5.

2 utility Umax II golf cars not to exceed amount of $1,800.00/unit for years 6 and 7 = $3,600.00 per year ($300.00 per month for 2 utility cars). Total not to exceed amount of $7,200.00 for years 6 and 7.

Summary of Monthly Payments. The above figures result in the following monthly payments for years 1 through 5 and years 6 and 7 respectively:
12 Monthly Payments of $10,071.97 for years 1 through 5, Total = not to exceed amount $120,863.64 per year, for 60 lithium powered cars with rain canopies, GPS, and 2 utility cars.

12 Monthly Payments of $8,663.37 for years 6 and 7, Total = not to exceed amount $103,960.44 per year for 60 lithium powered cars with rain canopies, GPS, and 2 utility cars.

TOTAL LEASE AMOUNT FOR THE SEVEN (7) YEAR TERM = NOT TO EXCEED $812,239.08, which does not include NMGRT.

Distributor shall provide County parts not covered by the Warranty at a discount of twenty percent (20%) off current list rates.
TOTAL part purchases over the seven (7) year term shall not exceed $7,000.00.

TOTAL NOT TO EXCEED AMOUNT FOR ALL LEASED EQUIPMENT AND PARTS OVER THE FULL SEVEN (7) YEAR TERM = $819,239.08

Exhibit B
Manufacturer Warranty
AGR24-06

YAMAHA GOLF-CAR COMPANY
4-YEAR LIMITED WARRANTY
FOR DRIVE² FLEET GOLF CAR

Yamaha Golf-Car Company hereby warrants that any new Yamaha Drive² Gas or Drive² Electric Fleet golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Car Components	Warranty Period
Frame	Limited Lifetime to Original Owner
Transaxle	4 Years
Steering / Suspension Components	4 Years
Brakes (Excluding Shoes / Pads)	4 Years
Sun Top	4 Years
Electrical Wires, Switches, and Relays	3 Years
Pedal Assy	3 Years
Body Parts	3 Years
Bumpers / Bag Carrier	3 Years
Seats	2 Years
Scorecard Holder	2 Years
Floor Mats	2 Years
Common Accessories	**Warranty Period**
Genuine Yamaha Fleet Accessories	3 years* **Refer to the Accessory Warranty Statement for details*

Electric Car Specific Parts	Warranty Period
Battery - Trojan T875 FLA	4 Years or 23,500 amp hours whichever comes first / **without** HydroLink Watering System 4 Years or 25,000 amp hours whichever comes first / **with** HydroLink Watering System **See Trojan Warranty Statement for details*
Battery - Trojan T875 AGM	5 Years or 50,000 amp hours whichever comes first **See Trojan Warranty Statement for details*
RoyPow® Lithium-Ion Battery	5 Years or 97,000 amp hours whichever comes first **See RoyPow Battery Warranty Statement for details*
Battery Charger and Cord	4 Years
Electric Motor and Controller	4 Years
Charger Receptacle	4 Years
Throttle Position Sensor	2 Years
Gas Car Specific Parts	**Warranty Period**
Gas Engine	4 Years
Starter Generator	4 Years
Exhaust / Intake	4 Years
Clutch (Excluding Drive Belt)	4 Years
Throttle / Control Cables	3 Years
Starting Battery	1 Year
All Remaining Parts	**1 Year**

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability.
- Damage due to improper transportation.
- Acts of God, e.g., lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline-powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

The Customer's Responsibility Under This Warranty Shall Be To:

- Operate and maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's manual, and
- Give notice to an authorized Yamaha Golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business, and
- Transport the car to and from an authorized dealer or distributor for warranty service.

WARRANTY TRANSFER: To transfer the warranty from the original purchaser to any subsequent purchaser(s), it is imperative that the vehicle be inspected and registered for warranty by an authorized Yamaha Golf Car dealer. In order for this warranty to remain in effect, this inspection and registration must take place within ten (10) days after transfer of ownership to the subsequent purchaser. A reasonable dealer-imposed fee may be charged for this inspection.

EMISSION CONTROL SYSTEM WARRANTY (USA only):
Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by this warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/ or lack of proper maintenance are not covered by this warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty.

Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary from state to state.

YAMAHA GOLF-CAR COMPANY
Kennesaw, GA 30144

EFFECTIVE DATE: 10/1/23
LIT-F819F-FL-23

Costs Comparison of Electric vs. Gas powered Golf Carts

Here are potential cost savings that can be realized by switching from gas powered to electric powered carts.

Summary of Costs:								
Type	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total Cost for 7 Years
Gas powered cart (fuel cost)	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 3,500.00
Electric powered cart (fuel cost)	$ 117.75	$ 117.75	$ 117.75	$ 117.75	$ 117.75	$ 117.75	$ 117.75	$ 824.25
Lease Amount (Difference between Gas and Electric Carts)	$ 408.26	$ 408.26	$ 408.26	$ 408.26	$ 408.26	$ 300.00	$ 300.00	$ 2,641.30
Average Operation and Maintenance of Gas Carts (Cost avoided)	$ 109.08	$ 109.08	$ 109.08	$ 109.08	$ 109.08	$ 109.08	$ 109.08	$ 763.56
Cost Savings	**$ 83.07**	**$ 83.07**	**$ 83.07**	**$ 83.07**	**$ 83.07**	**$ 191.33**	**$ 191.33**	**$ 798.01**

To be conservative I used the cost estimate provided by Standard Gas Car in comparison to the electric cart estimate which shows a lease difference of $408.26 per year for years 1-5 and reducing to $300 for years 6-7. Additionally, I assumed annual usage rates of 5,000 miles, a gas rate of $3.00 per gallon, and an electric rate of .1413 per kWH.

The savings over 7 years are $798.01 per cart or $50K for 60 carts plus 2 maintenance vehicles. This includes the cost avoided from maintenance that is required in gas carts. For example, gas powered carts require frequent oil changes, air filters and fuel system maintenance. Electric carts have fewer moving parts and have lower maintenance costs.

The electric carts are considered zero emission vehicles and will reduce GHG emissions compared to gas powered carts. This aligns with the County's sustainability goals and climate action plan. Additionally, with Fox Tail Flats coming online, within one year of project completion the County's electricity will be close to 90% renewable, clean energy, making these carts truly zero emission.

Taking these steps to utilize electric golf carts demonstrates Los Alamos County's commitment to environmental sustainability.

Agenda No.:	D.
Index (Council Goals):	Quality of Life - Educational, Historical, and Cultural Amenities
Presenters:	Arts in Public Places Advisory Board, Cory Styron, Community Services Director and Chelsea Ashcraft, Senior Management Analyst
Legislative File:	**19913-25**

Title
Approval of Expenditure of Arts in Public Places Funds in an Amount Not to Exceed $750 for the Purchase, Shipping, Installation, and Other Costs Associated with the Purchase of an Informational Sign for *Flower of Flight* statue at the Nature Center

Recommended Action
I move that Council approve the expenditure of the Arts in Public Places fund in an amount not to exceed $750 for the purchase, shipping, installation, and other costs associated with the purchase of an informational sign for Flower of Flight statue at the Los Alamos Nature Center.

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

Board, Commission or Committee Recommendation
The Art in Public Places Board approved the motion at their February 27, 2025 meeting to recommend to Council the purchase and installation of an informational sign to accompany the *Flower of Flight* statue at the Nature Center, with a cost not to exceed $750.

Body
At the Art in Public Places Board meeting on July 25, 2024, members reviewed a public comment submitted during a previous meeting, requesting the removal of the *Flower of Flight* statue from the front of the Nature Center (pictured in Attachment A). The complaint cited that the statue appeared “dirty,” among other concerns. After researching, it was revealed that the artist intended for the sculpture to gradually develop various types of lichen over time, as part of its evolving character. Following an in-depth discussion, the Board decided to create an informational sign or plaque to communicate the artist's original vision for the artwork. The aim of this sign is to educate the public about the artist's intent, fostering a deeper understanding of the piece and encouraging a more positive, engaged interaction with the artwork.

The artist was contacted and visited the site to assess the sculpture's condition. He provided a detailed explanation of his original vision for the piece, which was then condensed into a more concise description for the sign. Pajarito Environmental Education Center (PEEC) staff were consulted regarding the size, type, and placement of the sign. County Facilities staff confirmed that the sign could be mounted on the wooden post just west of the statue. The sign will adhere to the specifications of other County plaques and signs, such as the new signs for the self-guided

historical walking tour. A draft of the sign is pictured in Attachment B. If approved, the sign will be ordered from the same company that produces other County signs and will be mounted at the required ADA height.

Alternatives

Council could not approve the expense, and no sign will be purchased.

Fiscal and Staff Impact/Planned Item

The fiscal impact will be no greater than $750. It will require County staff to order and install the sign.

Attachments

A - Picture of *Flower of Flight* Statue
B - Picture of Mock Informational Sign
C - Quote for Cost of Sign



ATTACHMENT A

Arts in Public Places Collection

Flower of Flight

by Greg Reiche

These limestone monoliths invite reflection on art and nature. Carved to capture rainwater, they nurture moss and lichens, transforming into a living artwork. This dynamic piece celebrates life's resilience, merging human craftsmanship with the organic world. Contrasting the solid nature of the monoliths, the colored, kinetic glass tiles allude to flowers and the processes of pollination.

Like the ancient rocks in nearby forests, the sculpture evolves with the seasons, shaped by time and elements. Visitors are encouraged to pause and observe its growth, highlighting the interconnectedness of all living things. Ultimately, it embodies the idea that art is not just to observe but to experience as a living phenomenon.



Above: Flower of Flight when installed in 2015; Right: Flower of Flight in the rain after the first few years of growth in 2018. *(photos by Leslie E. Bucklin)*



Conceptual Illustrations of Flower of Flight with growth over time: 15 years
(illustrations by Sara Canfield and Rachel Freeman)

25 years

35 years

Visit the Los Alamos County Arts in Public Places collection online at **WWW.LACNM.COM/ART**

LOS ALAMOS
where discoveries are made

FOSSIL INDUSTRIES

FOSSIL INDUSTRIES, INC.
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QUOTE F106329

DATE: 1-30-25

PAGE: 1

To: Leslie Bucklin
Los Alamos County Parks
Public Works Department
1000 Central Ave., Suite 350
Los Alamos, NM 87544

Phone#: 505-663-1726 Fax#: 505-662-8178

Account Executive: Rhiannon Andrews
ID #: 1051860.07

Tag Name: Flower of Flight Art Interpretive Sign

Part Number	Qty	Description	Each	Ext
E12-025-T4	1	1/2" Exterior CHPL Graphic. Panel Size: 24"H x 15"W 4 Threaded Inserts w/ Tamper Resistant Bolts.	210.00	210.00
ZB-02	4	2" Z-Bar Hanger. Aluminum. - Includes "A" & "B" Assembly	8.00	32.00
99810	1	COLOR SAMPLE: (8" x 10" x 1/8") CHPL. **Created from Client Provided File.** -Used in production for color matching and resolution. -Cost includes shipping Sample. See File Prep Guide for More Information.	40.00	40.00
....		**Shipping not included.**	0.00	0.00

All FOSSIL graphics feature 12-Color HD Printing and our Fossilized Surface®.

Digital files must conform to Fossil File Prep Guidelines (FossilGraphics.com)
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Features are indicated in Part Numbers:
‘’-P’’ = Custom Shape; ‘’-T’’ = Threaded Inserts; ‘’-D’’ = Double Sided; ‘’-H’’ = Holes; "MURAL" - Indicates panels built to go directly beside another panel.

Shipping and Packing will be added to your final invoice.

Quote valid 90 days. Order produced under our standard Terms and Conditions of Sale (FossilGraphics.com/terms). For installation info or to determine best thickness of graphic to meet your requirements (FossilGraphics.com/guide).

Subtotal:	$282.00
Subtotal:	282.00
Shipping:	
0 %Tax:	0.00
TOTAL:	$282.00
Deposit Due:	0.00
After Delivery Amount Due	282.00

TERMS: Purchase Order / Balance Net 10 After Delivery

Please sign as your authorization to produce: _____ _____/_____/_____

County of Los Alamos

Staff Report

April 08, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	E.
Index (Council Goals):	Quality Excellence - Effective, Efficient, and Reliable Services; Quality Governance - Intergovernmental and Regional Relations; DPU FY26 - 1.0 Provide Safe and Reliable Utility Services; DPU FY26 - 2.0 Achieve and Maintain Excellence in Financial Performance; DPU FY26 - 6.0 Develop and Strengthen Partnerships
Presenters:	Philo Shelton, Utilities Manager
Legislative File:	**19948-25**

Title

Approval of Modification 24 to Extend the Contract Term by Six-Months of the Electric Coordination Agreement (ECA) between the Incorporated County of Los Alamos and the United States Department of Energy (DOE)

Recommended Action

I move that Council approve Modification 24 to extend the contract term by six-months of the Electric Coordination Agreement (ECA) between the Incorporated County of Los Alamos and the Department of Energy (DOE).

Utilities Manager's Recommendation

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

Board, Commission or Committee Recommendation

The Board of Public Utilities approved this request at their work session on April 2, 2025 and recommends that Council approve as presented.

Body

The Power Pool was established through the Electric Coordination Agreement (ECA) between Los Alamos County and The Department of Energy in 1985. (Note: In 2002 the National Nuclear Security Administration was established as a branch of the Department of Energy and took over responsibility for the ECA. The acronyms NNSA, DOE, and LANL may be used interchangeably throughout this discussion). Through the contract, both parties contribute the power from and costs of each of the respective "Pool Approved Resources" into the pool, and those costs are then allocated back to the parties pro rata according to each party's usage. The contract has been renewed continuously since 1985. Historically the County has contributed approximately 75% of the resources, while the Lab has accounted for approximately 80% of the load.

The proposed Modification (MOD) 24 adds six months to the current agreement. If approved, then the new expiration date will be December 31, 2025. This will allow time for DOE to complete their contracting process to present back to the county.

The Los Alamos Power Pool met on March 27th and approved this MOD 24.

Alternatives

The Board could elect not to accept the proposed MOD 24, and the current agreement would expire June 30, 2025.

Fiscal and Staff Impact/Planned Item

There is no immediate staff or fiscal impact.

Attachments

A - ECA Mod-24

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0024	See Block 16C		

6. ISSUED BY CODE 892331

Contracting Operations Division
Contracting Operations Division
NA-APM-12
Albuquerque Complex
P.O. Box 5400
Albuquerque NM 87185-5400

7. ADMINISTERED BY *(If other than Item 6)* CODE 05001

NNSA/Business Services Division
U.S. Department of Energy
Business Services Division
P.O. Box 5400
Albuquerque NM 87185-5400

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

INCORPORATED COUNTY OF LOS ALAMOS
Attn: David Griego
1000 CENTRAL AVE STE 300
LOS ALAMOS NM 875444059

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC04-85AL26078

10B. DATED *(SEE ITEM 13)* 07/01/1985

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	Mutual Agreement of the parties
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: NUDDNPTPSE45
The purpose of this Bilateral modification is to extend the Electric Coordination Agreement by 6 months, therefore is changed has follows.

A.) The Period of Performance end date is changed from 06/30/2025 to 12/31/2025.

B.) All other Terms and Conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Matthew C. Barela	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		_____ *(Signature of Contracting Officer)*	03/05/2025

NAME OF OFFEROR OR CONTRACTOR
INCORPORATED COUNTY OF LOS ALAMOS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: OR for NNSA U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5807 Oak Ridge TN 37831 Period of Performance: 07/01/1985 to 12/31/2025				

Agenda No.:	A.
Index (Council Goals):	Environmental Stewardship - Natural Resource Protection; Quality of Life - Health, Wellbeing , and Social Services; Quality of Life - Public Safety
Presenters:	Juan Rael, Deputy County Manager and Dan Osborn, Acting Community Development Director
Legislative File:	**CO0724-25**

Title
Introduction of the Incorporated County of Los Alamos Code Ordinance No. 02-368 Incorporated County of Los Alamos Code Ordinance No. 02-368 An Ordinance Amending Chapter 10, Building and Building Regulations, Article III, Division 1, Section 10-71, and Chapter 22, Fire Prevention and Protection, Article II, Division 1, Section 22-31, of the Code of the Incorporated County of Los Alamos to Include Chapters 2, 5, and 6 of the International Wild Land-Urban Interface Code

Recommended Action
I introduce, without prejudice, Incorporated County of Los Alamos Code Ordinance No. 02-368 and ask the staff to assure that it is published as provided in the County Charter.

County Manager's Recommendation
The County Manager recommends that Council introduce this Code Ordinance.

Body
The Incorporated County faces an elevated risk of wildfires due to its unique combination of natural landscape and human development. This vulnerability is particularly pronounced in Los Alamos, where residential and business areas are in close proximity to wildland. As wildfire activity continues to increase nationwide, more state and local governments are adopting regulations for wildland-urban interfaces-areas where human structures and development meet or intermingle with wildland or vegetative fuels.

Recognizing the County's persistent and severe wildfire hazard, the County Fire Marshal and Building Safety Manager conducted a thorough evaluation of available data, standards, and industry best practices. Their assessment led to a shared conclusion: for the safety and welfare of the community, it is in the County's best interest to formally designate the entire County as a wild land-urban interface area. As a critical step in this process, they recommended adopting the 2021 edition of the International Wildland-Urban Interface Code (IWUIC), specifically Chapters 5 and 6, with tailored amendments to address the County's unique needs.

Chapters 5 and 6 of the IWUIC outline essential procedures for mitigating wild land fire risks. These measures will be integrated into the County's existing legal framework-Chapter 10 of the County Code of Ordinances, which governs buildings and construction, and Chapter 22, which

regulates fire prevention and protection. By embedding these updated codes into local law, the County aims to enhance its ability to prevent and respond to wildfire threats effectively.
Further supporting their decision, the Fire Marshal and Building Safety Manager determined that the County meets the criteria for Class I fire hazard designation-the highest level of wildfire risk under the IWUIC. In adopting these specific IWUIC provisions, with amendments as necessary, the County will enforce only those requirements applicable to Class I designations and wild land-urban interface areas.
Under this new framework, the Building Safety Manager will oversee the implementation and enforcement of the IWUIC amendments within Chapter 10 of the County Code. Simultaneously, the Office of the Fire Marshal will be responsible for enforcing the corresponding amendments within Chapter 22. Together, these measures mark a significant step toward safeguarding the County's residents and property from the increasing threat of wildfires

Proposed Public Hearing Schedule is May 06, 2025

Attachments

A - Incorporated County of Los Alamos Code Ordinance No. 02-368

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-368

AN ORDINANCE AMENDING CHAPTER 10, BUILDING AND BUILDING REGULATIONS, ARTICLE III, DIVISION 1, SECTION 10-71, AND CHAPTER 22, FIRE PREVENTION AND PROTECTION, ARTICLE II, DIVISION 1, SECTION 22-31, OF THE CODE OF THE INCORPORATED COUNTY OF LOS ALAMOS TO INCLUDE CHAPTERS 2, 5 AND 6 OF THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE

WHEREAS, the Incorporated County of Los Alamos has general authority to enact and/or amend legislation designed to protect the safety, health, and welfare of its citizens and the general public; and

WHEREAS, due to both its natural and man-made attributes, the Incorporated County has always contended with a higher risk of wildfire outbreak than other municipalities around the State and the nation; and

WHEREAS, due to escalating wildfire activity nationwide, an ever-growing number of state and local municipalities around the country are adopting and implementing specific standards governing wildland-urban interfaces, defined as geographical areas where structures and other human development meets or intermingles with wildland or vegetative fuels; and

WHEREAS, taking into account the severity of the County's past and present hazard of wildland fire, and after evaluating all available data, standards, and best practices in their fields, the County Fire Marshal and Building Safety Manager are in agreement that it is in the best interests of the County, particularly the safety and welfare of its citizens, to declare the County in its entirety to be a wildland-urban interface area, and to adopt the International Wildland-Urban Interface Code ("IWUIC"), being particularly the 2021 edition, Chapters 5 and 6, as amended herein; and

WHEREAS, Chapters 5 and 6, respectively, provide wildland fire risk mitigation procedures that can be incorporated into Chapter 10 of the County Code of Ordinances, governing buildings and building constructions, and also Chapter 22 of the County Code, which regulates fire prevention and protection; and

WHEREAS, the Fire Marshal and Building Safety Manager further agree that the County as a whole meets the IWUIC criteria for a Class I fire hazard designation, or the most extreme level of risk of a wildfire event; and in adopting only the following sections of the IWUIC, amending as needed, the County adopts only those requirements for Class 1 designations or for wildland-urban interfaces in general; and

WHEREAS, the Building Safety Manager shall continue to be tasked with the implementation and enforcement of the IWUIC amendments to Chapter 10, and the Office of the Fire Marshall shall continue to tasked with the implementation and enforcement of IWUIC amendments made to Chapter 22.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS that:

Section 1. Section 10-71 of Chapter 10, Article III, Division 1, of the Code of the Incorporated County of Los Alamos is hereby amended, as follows:

Sec. 10-71. Adoption by reference.

(a) There is adopted, so far as it is not in conflict with this Code or any law of the state or with any valid regulation issued by any board or agency of the state authorized to make such regulations, for the purpose of regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of all buildings or structures, and for the purpose of providing for the issuance of permits and the collection of fees, that certain code known as the New Mexico Building Code, as adopted, amended and revised by the New Mexico Construction Industries Commission, and such code is adopted by reference and incorporated as fully as if set out in this section.

(b) There is adopted by the county for the purpose of prescribing special building construction regulations a certain code that establishes minimum standards for the location, design, and construction of buildings and structures based on the fire hazard severity in the wildland-urban interface(s). This code is known as:

(1) Chapter 5, Sections 503 and 504 of The International Wildland-Urban Interface Code, being particularly the 2021 edition, governing Class 1 ignition-resistance construction and materials, with the following exemptions: Sections 504.2.1, 504.4, 504.8 insofar as it relates to exterior windows, window walls and glazed doors, and windows within exterior doors, 504.9, and 504.10. to serve as a general standard for purposes of regulating and governing the safeguarding of life and property from fire, explosion or other hazardous conditions created through the operation or use of a space, structure or property.

(2) Chapter 2 of The International Wildland-Urban Interface Code, being particularly the 2021 edition, which provides definitions for the technical terms used in this code, as they are used in The International Wildland-Urban Interface Code, as they are used in Chapter 5 of The International Wildland-Urban Interface Code only.

(3) The provisions of such codes shall be controlling within the limits of the county, except as may be otherwise provided by law. A copy of the codes adopted by reference in this section shall be maintained in the office of the county clerk and shall be made available for review by the public upon request.

Section 2. Section 22-31 of Chapter 22, Article II, Division 1, of the Code of the Incorporated County of Los Alamos is hereby amended, as follows:

Sec. 22-31. Adoption of fire codes.

(a) There are adopted by the county for the purpose of prescribing regulations governing conditions hazardous to life, the environment, and property from fire or explosion, those certain codes known as:

(1) The International Fire Code, being particularly the 2021 editions excepting Section 111 of Chapter 1 regarding the board of appeals together with such other amendments are set forth herein. The adoption of this code shall include appendix chapters B, C, D, E, F, G, H, I, J, K, L, M, and N (see International Fire Code Section 101.2.1, 2021 edition), as published by the International Code Council is hereby adopted and designated as the Fire Code of the county to serve as a general standard for purposes of regulating and governing the safeguarding of life and property from fire, explosion or other hazardous conditions created through the operation or use of a space, structure or property.

(2) The provisions of such codes shall be controlling within the limits of the county, except as may be otherwise provided by law. A copy of the codes adopted by reference in this

section shall be maintained in the office of the county clerk and shall be made available for review by the public upon request.

(b) The following sections, paragraphs, and sentences of the 2021 International Fire Code are amended as follows:

(1) Global meanings in adopted code.

a. *Passim.* Wherever any reference to "ICC Electrical Code" appears, it shall be replaced with the phrase "2017 National Electrical Code (NEC)".

b. *Passim*. Wherever any reference to "International Energy Conservation Code (IECC)" appears, it shall be replaced with the phrase "2018 New Mexico Energy Conservation Code (NMECC), as may be amended from time to time by the State of New Mexico."

c. *Passim*. Wherever any reference to "ICC Plumbing Code" appears, it shall be replaced with the phrase "2021 Uniform Plumbing Code and all appendices".

d. *Passim*. Wherever any reference to "International Mechanical Code" appears, it shall be replaced with the phrase "2021 Uniform Mechanical Code (UMC)".

(2) County IFC specific amendments.

a. SECTION 101.1 of the IFC Is amended as follows: *101.1 Title.* These regulations shall be known as the Fire Code of the County, hereinafter referred to as either "IFC" or "this code."

b. SECTION 102.4 of the IFC is amended as follows: *102.4 Application of other codes.* The design and construction of new structures shall comply with this code, and other codes as applicable, and any alterations, additions, changes in use or changes in structures required by this code, which are within the scope International Building Code, shall be made in accordance therewith.

c. Section 102.7.3 of the IFC is added as follows: *102.7.3 Specifically referenced editions of National Fire Protection Association codes and standards.* The National Fire Protection Association standards and specific editions not referenced within Chapter 80 of this code may be considered as part of this code when determined by the Fire Code Official as necessary to protect life and property. Any conflicts of these referenced codes or standards with the provisions of this code shall comply with 102.7.1.

d. Section 105.1 of the IFC is amended as follows: *Section 105.1. General.* Permits shall be in accordance with Section 105.1.1 through 105.6.24 unless provided for by the State of New Mexico or sub-division thereof, and when required by the fire code official.

e. Section 105.5 of the IFC is amended as follows: *Section 105.5. Required operational permits.* The fire code official is authorized to issue operational permits to conduct an operation or a business as set forth in sections 105.5.2 through 105.5.52 unless provided for by the State of New Mexico or sub-division thereof. Operational permit fees shall be established by policy of the fire code official as adopted by the governing body.

f. Section 105.6 of the IFC is amended as follows: *Section 105.6. Required construction permits.* The fire code official is authorized to issue construction permits for the installation and modification for construction work set forth in sections 105.6.1 through 105.6.24 unless provided for by the State of New Mexico

or sub-division thereof. Construction permit fees shall be established by policy of the fire code official as adopted by the governing body.

g. There is hereby added to the IFC a new section to read as follows: *105.5.53 Food booth*. The operation of food cooking or heating equipment under a tent or canopy shall require an operational permit from the Fire Code Official. A separate permit is not required if the operation is included within a Special Event Permit or Temporary Use Permit issued by the Los Alamos County Community Development.

h. Section 107 of the IFC is amended as follows: *107 Fees.* Fees shall comply with the Los Alamos County, New Mexico—Code of Ordinances Chapter 22 - FIRE PREVENTION AND PROTECTION ARTICLE IV. DIVISION 2.—PERMIT FEES AND DAMAGE OBLIGATIONS.

i. There is hereby added to the IFC a new section to read as follows: *108.2.3 Inspection fees applicability.* The Fire Chief or Fire Marshal, or his or her designated representative shall inspect all buildings, premises, or portions thereof as often as may be necessary. Inspection fees shall be in accordance with Section 107 and assessed based on the schedule of fees as adopted by the county council.

j. Section 111 of the IFC is deleted in its entirety.

k. Section 310.1 of the IFC is hereby amended as follows: *310.1 General.* Smoking requirements under this section of the 2021 IFC shall comply with Chapter 18 of the county codes.

l. Section 504 of the IFC is amended as follows: 504.1 Required Access. Exterior doors and openings required by this code or the International Building Code shall be maintained readily accessible for emergency access by the fire department. Fire apparatus access roads shall extend to within 50 feet (15 240 mm) of a required exterior door or opening. An approved access walkway leading from fire apparatus access roads to exterior openings shall be provided when required by the fire code official.

m. Section 504.1 of the IFC shall be further amended to add the following "Exceptions" as follows:

504.1.1. The fire code official is authorized to increase the dimension of 50 feet (15, 240 mm) when the building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.

n. Sections 505.1 and Section 505.2 are hereby deleted in its entirety.

o. There is hereby added a section 505.1 as follows: *Section 505.1* Address identification shall comply with the chapter 34 of the county codes.

p. Section *507.3 of the IFC is Amended as follows: 507.3 Fire flow.* Fire flow requirements for buildings or portions of buildings and facilities shall be determined as outlined in Appendix B of this code excepting any requirement or reference of the International Wildland Urban Interface Code (IWUI-21).

q. Section 507.5 of the IFC is amended as follows: *507.5 Fire hydrant systems.* Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6, and Appendix C.

r. Section 3013.2 of the IFC is amended as follows: *3013.2 Approval required.* Tents and membrane structures having an area in excess of 400 square feet (37 m^2) or any tent or membrane structure under which cooking or heating equipment is operated shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official.

s. Section 5608.2 of the IFC is amended as follows: *5608.2. Permit application.* Permit application for a fireworks display, pyrotechnics special effects shall not be made less than 14 days prior to the scheduled date of display. Prior to issuing permits, site plans and plans for the fireworks display, pyrotechnics special effects, inspections of the display and effects site and demonstrations of the display or effects operation shall be approved. A plan establishing procedure to follow and actions to be taken in the event a shell fails to ignite in, or discharge from, a mortar or effect fails to function over the fallout area, or other malfunctions shall be provided to the fire code official. At the time of permit application, the Fire Marshal or his/her designee shall be consulted regarding requirements for standby fire apparatus. Additional fees for standby personnel may apply as approved by the Fire Chief and established by policy of the fire code official as adopted by the governing body.

t. Section 65609.1 of the IFC is amended as follows: *5609.1 General*. The use, storage, transportation, sale possession, handling and display of 1.4G consumer fireworks shall comply with the Los Alamos County Code of Ordinances Chapter 22 Article III. - Fireworks.

u. Section 5609.2 of the IFC is added as follows: *5609.2* The fire code official shall have the authority to promulgate rules, regulations, and policies associated with the use, storage, transportation, sale possession, handling and display of aerial devices and ground audible devices.

(b) There are adopted by the county for the purpose of establishing minimum fire protection requirements to mitigate the hazards to life and property from fire in wildland-urban interfaces. This code is known as:

(1) The International Wildland-Urban Interface Code, being particularly the 2021 edition, Chapter 6, governing fire protection requirements.

(2) County specific amendments.

a. Section 602.1, pertaining to automatic sprinkler systems, shall be amended as follows: *602.1 General.* An approved automatic sprinkler system shall be installed in occupancies in new buildings excluding residential one- and two-family dwellings and townhouses not more than three (3) stories above grade plane in height. The installation of the automatic sprinkler systems shall be in accordance with nationally recognized standards.

(3) Chapter 2 of The International Wildland-Urban Interface Code, being particularly the 2021 edition, which provides definitions for the technical terms used in The International Wildland-Urban Interface Code, as they are used in Chapter 6 of The International Wildland-Urban Interface Code only.

(4) The provisions of such codes shall be controlling within the limits of the county, except as may be otherwise provided by law. A copy of the codes adopted by reference in this section shall be maintained in the office of the county clerk and shall be made available for review by the public upon request.

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

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

Section 5. Repealer. All other ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this 6th day of May 2025.

COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS

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Theresa Cull,
Council Chair

ATTEST: (SEAL)

_____

Michael D. Redondo,
Los Alamos County Clerk

County of Los Alamos

Staff Report

April 08, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	A.
Index (Council Goals):	Quality of Life - Public Safety
Presenters:	Dino Sgambellone, Police Chief
Legislative File:	**CO0720-25b**

Title

Incorporated County of Los Alamos Ordinance No. 02-367 a Code Ordinance Amending Section 38-299 of Chapter 38, Traffic and Vehicles, Relating to the Use of Handheld Mobile Communication Devices While Driving, and Repealing Section 38-35 in its Entirety and Replacing it with a New Section 38-135, Relating to Distracted Driving

Recommended Action

I move that Council amend Incorporated County of Los Alamos Ordinance No. 02-367, as presented in Attachment C, to be considered and voted upon at the May 6th Council meeting.

County Manager's Recommendation

The County Manager recommends that Council amend Incorporated County of Los Alamos Code Ordinance No. 02-367 as presented in Attachment C

Body

Ordinance No. 02-367 was introduced on March 18, 2025 Council Meeting and is shown in Attachment A. The purpose of this ordinance is to encourage traffic safety and promote awareness of the risks associated with distracted driving. Shortly after the introduction of the Ordinance, it came to the attention of the staff that an addition was necessary to amend the definition of handheld mobile devices to specifically exclude radio microphones in a vehicle mounted radio. The Ordinance has been amended to reflect the necessary changes to allow for the use of radio microphones. In addition, staff took this opportunity to correct a couple of minor clerical errors from the introduced Ordinance.

In accordance with the County Charter Section 203.2.3, if Council approves the amendments to the Ordinance, Council may not adopt it until it has been considered by continuance of the meeting or at a future meeting not less than seven (7) days after the initial meeting. Council is being requested to approve the Amended Ordinance as shown on Attachment C, for it to be considered for adoption and voted upon at the May 6th Council regular session.

Attachment B shows the Publication Notice for the original Code Ordinance No. 02-367.

Attachments

A - Code Ordinance No. 02-367
B - Notice of Public Hearing
C - Code Ordinance No. 02-367 Amended

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-367

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE INCORPORATED COUNTY OF LOS ALAMOS BY AMENDING SECTION 38-299 OF CHAPTER 38, TRAFFIC AND VEHICLES, RELATING TO THE USE OF HANDHELD MOBILE COMMUNICATION DEVICES WHILE DRIVING, AND REPEALING SECTION 38-315 IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 38-135, RELATING TO DISTRACTED DRIVING

WHEREAS, the Incorporated County of Los Alamos has general authority to enact and/or amend legislation designed to protect the safety, health, and welfare of its citizens and the general public; and

WHEREAS, Chapter 38 of the Code of the Incorporated County of Los Alamos governs Traffic and Vehicles; and

WHEREAS, traffic crash data maintained by the Los Alamos County Police Department indicates that distracted driving consistently contributes to injury and non-injury crashes; and

WHEREAS, the most recent Youth Risk and Resiliency Survey indicated a higher percentage of Los Alamos County teens self-reporting texting while driving than teens state wide, with over 50% of Los Alamos High School juniors and seniors reporting texting while driving behavior; and

WHEREAS, the purpose of this amendment is to encourage traffic safety and promote awareness of the risks associated with distracted driving.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS that:

Section 1. Section 38-299 of Chapter 38 of the Code of the Incorporated County of Los Alamos is hereby amended as follows:

Sec. 38-299. - Prohibited activities while driving.

No person shall:

~~(1) Drive a vehicle while engaged in any activity which interferes with the safe operation of the vehicle;~~

(~~2~~1) Drive while having in his lap any person, adult or minor, or any animal;

(~~3~~2) Drive while seated in the lap of another person while the vehicle is in motion;

(~~4~~3) Drive a vehicle while having either arm around another person; ~~or~~

(~~5~~4) Operate a motor vehicle's equipment including, but not limited to, the vehicle horn or lights, in such manner as to distract other motorists on the public way or in such a manner as to disturb the peace.

Section 2. Section 38-315 of Chapter 38 of the Code of the Incorporated County of Los Alamos is repealed in its entirety and replaced with the following:

Section 38-315. – Distracting driving.

(a) No person shall:

(1) Operate a motor vehicle while engaged in any activity which interferes with the safe operation of the vehicle;

(2) Operate a motor vehicle upon a street or highway while using a handheld mobile communication device, to create, send, or read a text message, or receive or transmit data, including but not limited to photographs, snapshots or electronically transmitted images, or any other data, whether the vehicle is in motion or not, unless said motor vehicle has pulled over to the side of or off of an active roadway, and has stopped at a location in which it can safely remain stationary; or

(3) Operate a motor vehicle upon a street or highway while using a handheld mobile communication device to dial, place, receive, or engage in a call whether the vehicle is in motion or not, unless said motor vehicle has pulled over to the side of or off of an active roadway, and has stopped at a location in which it can safely remain stationary.

(b) This section shall not apply to:

(1) the use of a handheld mobile communication device for the sole purpose of communicating with any of the following regarding an emergency situation:

a. An emergency response operator;

b. A hospital, physician's office or health clinic;

c. A fire department; or

d. A police department.

(2) the use of a mobile communication device when being used in a hands-free manner.

(c) As used in this section:

(1) "driving" means being in actual physical control of a motor vehicle on a highway or street and includes being temporarily stopped because of traffic, a traffic light or stop sign or otherwise, but "driving" excludes operating a motor vehicle when the vehicle has pulled over to the side of or off of an active roadway and has stopped at a location in which it can safely remain stationary;

(2) "handheld mobile communication device" means a wireless communication device that is designed to receive and transmit voice, text, or image messages, calls, or videos, or access the internet or application, including social media or other communication applications, or a game, but "handheld mobile communication device" excludes global positioning or navigation systems, devices that are physically or electronically integrated into a motor vehicle and voice-operated or hands-free devices that allow the user to compose, send or read a text message without the use of a hand except to activate, deactivate or initiate a feature or function; and

(3) "hands-free manner" means using a mobile communication device that has an internal feature or function, or that is equipped with an attachment or addition, whether or not permanently part of such mobile communication device, by which a user engages in a call without the use of either hand (or prosthetic device or aid in the case of a physically disabled person), whether or not the use of either hand (or prosthetic device) is necessary to activate, deactivate or initiate a function of such communication device.

(4) "text message" means a digital communication transmitted or intended to be transmitted between communication devices and includes images, electronic mail, an instant message, an electronic message, text or image communication, a command or request to an internet site or application, including social media or other communication applications, or a game; but "text message" excludes communications through the use of a computer-aided dispatch service by law enforcement or rescue personnel.

(d) An operator of a motor vehicle who holds a handheld mobile communication device to, or in the immediate proximity of, the operator's ear is presumed to be engaging in a call within the meaning of this section. The presumption established by this section is rebuttable by evidence tending to show that the operator was not engaged in a call. Immediate proximity shall mean that distance which permits the operator of a handheld mobile communication

device to hear telecommunications transmitted over such handheld mobile communication device, but shall not require physical contact with such operator's ear.

(e) The provisions of this section shall not be construed as authorizing the seizure or forfeiture of a handheld mobile communication device. Unless otherwise provided by law, the handheld mobile communication device used in the violation of the provisions of this section is not subject to search by a law enforcement officer during a traffic stop made pursuant to the provisions of this section.

(f) A violation of the provisions of this section is punishable by a fine of two hundred dollars ($200).

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

Section 4. Severability. Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 5. Repealer. All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this 8th day of April 2025.

COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS

_____

Theresa Cull,
Council Chair

ATTEST: (SEAL)

_____

Michael D. Redondo,
Los Alamos County Clerk

NOTICE OF CODE ORDINANCE 02-367
STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Code Ordinance 02-367. This will be considered by the County Council at an open meeting on Tuesday, April 8, 2025, at 6:00 p.m., at the Los Alamos County Municipal Building: 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE 02-367

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE INCORPORATED COUNTY OF LOS ALAMOS BY AMENDING SECTION 38-299 OF CHAPTER 38, TRAFFIC AND VEHICLES, RELATING TO THE USE OF HANDHELD MOBILE COMMUNICATION DEVICES WHILE DRIVING, AND REPEALING SECTION 38-315 IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 38-135, RELATING TO DISTRACTED DRIVING

Council of the Incorporated County of Los Alamos
By: /s/ Theresa Cull, Council Chair
Attest: /s/ Michael D. Redondo, County Clerk

Publication Date: March 27, 2025

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-367

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE INCORPORATED COUNTY OF LOS ALAMOS BY AMENDING SECTION 38-299 OF CHAPTER 38, TRAFFIC AND VEHICLES, RELATING TO THE USE OF HANDHELD MOBILE COMMUNICATION DEVICES WHILE DRIVING, AND REPEALING SECTION 38-315 IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 38-135, RELATING TO DISTRACTED DRIVING

WHEREAS, the Incorporated County of Los Alamos has general authority to enact and/or amend legislation designed to protect the safety, health, and welfare of its citizens and the general public; and

WHEREAS, Chapter 38 of the Code of the Incorporated County of Los Alamos governs Traffic and Vehicles; and

WHEREAS, traffic crash data maintained by the Los Alamos County Police Department indicates that distracted driving consistently contributes to injury and non-injury crashes; and

WHEREAS, the most recent Youth Risk and Resiliency Survey indicated a higher percentage of Los Alamos County teens self-reporting texting while driving than teens state wide, with over 50% of Los Alamos High School juniors and seniors reporting texting while driving behavior; and

WHEREAS, the purpose of this amendment is to encourage traffic safety and promote awareness of the risks associated with distracted driving.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS that:

Section 1. Section 38-299 of Chapter 38 of the Code of the Incorporated County of Los Alamos is hereby amended as follows:

Sec. 38-299. - Prohibited activities while driving.

No person shall:

~~(1) Drive a vehicle while engaged in any activity which interferes with the safe operation of the vehicle;~~

(~~2~~1) Drive while having in his lap any person, adult or minor, or any animal;

(~~3~~2) Drive while seated in the lap of another person while the vehicle is in motion;

(~~4~~3) Drive a vehicle while having either arm around another person; ~~or~~

(~~5~~4) Operate a motor vehicle's equipment including, but not limited to, the vehicle horn or lights, in such manner as to distract other motorists on the public way or in such a manner as to disturb the peace.

Section 2. Section 38-315 of Chapter 38 of the Code of the Incorporated County of Los Alamos is repealed in its entirety and replaced with the following:

Section 38-315. – Distracting driving.

(a) No person shall:

(1) Operate a motor vehicle while engaged in any activity which interferes with the safe operation of the vehicle;

(2) Operate a motor vehicle upon a street or highway while using a handheld mobile communication device, to create, send, or read a text message, or receive or transmit data, including but not limited to photographs, snapshots or electronically transmitted images, or any other data, whether the vehicle is in motion or not, unless said motor vehicle has pulled over to the side of or off of an active roadway, and has stopped at a location in which it can safely remain stationary; or

(3) Operate a motor vehicle upon a street or highway while using a handheld mobile communication device to dial, place, receive, or engage in a call whether the vehicle is in motion or not, unless said motor vehicle has pulled over to the side of or off of an active roadway, and has stopped at a location in which it can safely remain stationary.

(b) This section shall not apply to:

(1) the use of a handheld mobile communication device for the sole purpose of communicating with any of the following regarding an emergency situation:

a. An emergency response operator;

b. A hospital, physician's office or health clinic;

c. A fire department; or

d. A police department.

(2) the use of a mobile communication device when being used in a hands-free manner.

(c) As used in this section:

(1) "driving" means being in actual physical control of a motor vehicle on a highway or street and includes being temporarily stopped because of traffic, a traffic light or stop sign or otherwise, but "driving" excludes operating a motor vehicle when the vehicle has pulled over to the side of or off of an active roadway and has stopped at a location in which it can safely remain stationary.

(2) "handheld mobile communication device" means a wireless communication device that is designed to receive and transmit voice, text, or image messages, calls, or videos, or access the internet or application, including social media or other communication applications, or a game, but "handheld mobile communication device" excludes global positioning or navigation systems, devices that are physically or electronically integrated into a motor vehicle ~~and~~, voice-operated or hands-free devices that allow the user to compose, send or read a text message without the use of a hand except to activate, deactivate or initiate a feature or function, and a radio microphone used to communicate via a vehicle mounted radio.

(3) "hands-free manner" means using a mobile communication device that has an internal feature or function, or that is equipped with an attachment or addition, whether or not permanently part of such mobile communication device, by which a user engages in a call without the use of either hand (or prosthetic device or aid in the case of a physically disabled person), whether or not the use of either hand (or prosthetic device) is necessary to activate, deactivate or initiate a function of such communication device.

(4) "text message" means a digital communication transmitted or intended to be transmitted between communication devices and includes images, electronic mail, an instant message, an electronic message, text or image communication, a command or request to an internet site or application, including social media or other communication applications, or a game; but "text message" excludes communications through the use of a computer-aided dispatch service by law enforcement or rescue personnel.

(d) An operator of a motor vehicle who holds a handheld mobile communication device to, or in the immediate proximity of, the operator's ear is presumed to be engaging in a call within the meaning of this section. The presumption established by this section is rebuttable by evidence tending to show that the operator was not engaged in a call. Immediate proximity shall mean that distance which permits the operator of a handheld mobile communication

device to hear telecommunications transmitted over such handheld mobile communication device, but shall not require physical contact with such operator's ear.

(e) The provisions of this section shall not be construed as authorizing the seizure or forfeiture of a handheld mobile communication device. Unless otherwise provided by law, the handheld mobile communication device used in the violation of the provisions of this section is not subject to search by a law enforcement officer during a traffic stop made pursuant to the provisions of this section.

(f) ~~A violation of the provisions of this section is punishable by a fine of~~ Whoever is guilty of a violation of any provision of this section shall be subject to a penalty assessment of two hundred dollars ($200).

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

Section 4. Severability. Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 5. Repealer. All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this 6th day of May 2025.

COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS

_____

Theresa Cull,
Council Chair

ATTEST: (SEAL)

_____

Michael D. Redondo,
Los Alamos County Clerk

County of Los Alamos
Staff Report
April 08, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	B.
Index (Council Goals):	Quality of Life - Public Safety
Presenters:	Dino Sgambellone, Police Chief
Legislative File:	**OR1049-25b**

Title
Incorporated County of Los Alamos Ordinance No. 02-369 an Ordinance Amending the Code of Ordinances of the Incorporated County of Los Alamos by Adding to Chapter 38, Traffic and Vehicles, a New Article XV Relating to Automated Speed Cameras

Recommended Action
I move that Council adopt Incorporated County of Los Alamos Ordinance No. 02-369; I further move that, upon passage, the Ordinance be published in summary form.

County Manager's Recommendation
The County Manager recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 02-369.

Body
Los Alamos County has identified a significant public safety concern related to drivers exceeding posted speed limits, leading to an increase in traffic-related injuries and fatalities. In response, the Police Department proposes implementing automated speed enforcement measures to enhance existing traffic regulations and improve public safety.

These measures will utilize automated speed cameras to detect violations and automatically issue fines, aiming to reduce excessive speeding and its risks.

If approved after the public hearing, the ordinance will amend Chapter 38 of the Code of Ordinances by adding Article XV, which will outline the automated speed camera enforcement framework and establish procedures for issuing fines and contesting violations.

Alternatives
Council could decide to not approve Ordinance No. 02-369 or ask for changes to the ordinance.

Fiscal and Staff Impact/Unplanned Item
If the Ordinance is passed, a budget option to implement the initial program costs would be presented to Council for consideration. Estimated initial hardware, software, and administrative costs are approximately $300,000. The revenue generated from the program will be allocated to Los Alamos County to support traffic and safety programs, in accordance with state law.

Attachments
A - Publication Notice
B - Incorporated County of Los Alamos Ordinance No. 02-369

NOTICE OF CODE ORDINANCE 02-369
STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Code Ordinance 02-369. This will be considered by the County Council at an open meeting on Tuesday, April 8, 2025, at 6:00 p.m., at the Los Alamos County Municipal Building: 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE 02-369

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE INCORPORATED COUNTY OF LOS ALAMOS BY ADDING TO CHAPTER 38, TRAFFIC AND VEHICLES, A NEW ARTICLE XV RELATING TO AUTOMATED SPEED CAMERAS

Council of the Incorporated County of Los Alamos
By: /s/ Theresa Cull, Council Chair
Attest: /s/ Michael D. Redondo, County Clerk

Publication Date: Thursday, March 27, 2025

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-369

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE INCORPORATED COUNTY OF LOS ALAMOS BY ADDING TO CHAPTER 38, TRAFFIC AND VEHICLES, A NEW ARTICLE XV RELATING TO AUTOMATED SPEED CAMERAS

WHEREAS, the Incorporated County of Los Alamos ("County") has general authority to enact and/or amend legislation designed to protect the safety, health, and welfare of its citizens and the general public; and

WHEREAS, Chapter 38 of the Code of the Incorporated County of Los Alamos governs Traffic and Vehicles; and

WHEREAS, the County Council finds that there is a significant risk to the health and safety of the community from drivers who exceed the posted speed limit; the County has a serious injury rate resulting from speeding violations within Los Alamos County; and some drivers in the County repeatedly violate posted speed limits; and

WHEREAS, the County Council finds that law enforcement and other entities employ a variety of methods to reduce speeding, including traffic engineering, education, and enforcement; and

WHEREAS, the County has the authority to adopt provisions in its Code ordinances to provide for public safety on its streets, and the County Council finds that additional tools, including automated speed enforcement, are available to assist municipalities in addressing excessive speeding and speed-related crashes; and

WHEREAS, the County Council finds that implementation of enforcement of speed limits by means of photographic and electronic equipment is critical to the efforts of the County to reduce factors that contribute to traffic collisions that result in injuries and fatalities and will abate the nuisance of speeding; and

WHEREAS, the County Council finds that automated speed enforcement offers a high rate of detection, and in conjunction with education, traffic engineering, and law enforcement measures, it can significantly improve traffic safety and prevent traffic related injuries and fatalities; and

WHEREAS, the County Council declares that enforcing speed limits using automated speed enforcement systems on streets where speeding drivers negatively impact traffic safety is a reliable and cost-effective means to prevent further injuries and fatalities and would be in the public interest; and

WHEREAS, the County Council declares that speeding is a nuisance that must be abated by the assessment of fines and finds that the purpose of this amendment is to encourage traffic safety to the motoring public, bicyclists, and pedestrians; and

WHEREAS, the County Council declares that this Code Ordinance is a nuisance abatement Ordinance enacted pursuant to the County's inherent authority under state law and that the remedies are purely civil and not criminal in nature.

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

Section 1. Article XV of Chapter 38 of the Code of the Incorporated County of Los Alamos is hereby added as follows:

Article XV. – Automated Speed Enforcement

Section 38-800. - Definitions.

For the purposes of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Authorized Emergency Vehicle means the same as defined under NMSA 1978, § 66-1-4.1(E) (2001), as amended, and without limitation on the foregoing, shall mean any fire department vehicle, police vehicle, ambulance and any emergency vehicles of county or municipal departments or public utilities that are designated or authorized as emergency vehicles by the Director of the New Mexico State Police Division of the Department of Public Safety or the Chief of Police of the Los Alamos Police Department.

Camera Speed Device or "CSD" means the instrument that detects a violation of this Article. The definition includes, but is not limited to, electronic speed detection equipment reasonably relied upon by Police Officers.

County means the Incorporated County of Los Alamos.

County Manager means the Los Alamos County Manager.

Contractor means a person or entity that enters into a contract with the County to provide the county with photographic or electronic evidence of a violation through a CSD.

Default means the failure to pay a fine or to timely pay a fine pursuant to a decision of a Hearing Officer under this Article.

Delivery or Delivered means the mailing of a Fine Notification to a Registered Owner or Nominee or personal service of a Fine Notification or Hearing Officer decision on a Registered Owner or Nominee.

Department means the Los Alamos County Police Department.

Driver means the person operating a motor vehicle at the time of a violation.

Fine Notification means a written notification Delivered to the Registered Owner or Nominee stating that a violation has occurred, and payment is due.

Effective Date means the date a Fine Notification is mailed to the Respondent as indicated on the face of the Fine Notification.

Hearing Officer means a Hearing Officer, as appointed by the District Court pursuant to NMSA 1978, §3-18-17, as amended.

Identify or Identified means to submit all information on a Driver sufficient to allow the County to locate and notify the Driver in lieu of the Registered Owner, including but not limited to the name and address of the Driver.

Motor Vehicle Division or MVD means the motor vehicle division of the Taxation and Revenue Department of the State of New Mexico or its successor agencies.

Nomination means identification of the Driver of a motor vehicle by the Registered Owner as the responsible party for a violation.

Nominee means the person or entity Identified by the Registered Owner as the Driver or responsible party.

Notice of Default is a document Delivered to the Registered Owner stating that the Registered Owner has been fined for a violation and the payment is past due and is in Default.

Nuisance means the act of operating a vehicle in violation of this Article.

Owner's Affidavit means a written statement signed under oath and submitted to the County under penalty of perjury by the Registered Owner of a vehicle who asserts therein that the Registered Owner was not driving the vehicle at the time of a violation.

Police Officer means a sworn member of the Los Alamos County Police Department, the New Mexico State Police, or any other public official with authority to stop a vehicle for a traffic violation in the County of Los Alamos.

Public Safety Aide means a public safety aide of the Los Alamos County Police Department.

Registered Owner means the owner or owners of a vehicle according to the information obtained from the MVD, from similar motor vehicle agencies outside New Mexico, from information obtained from the Los Alamos County Municipal Court, from the Los Alamos County Magistrate Court, from Department records, or from any other documentation or methods reasonably relied upon by Police Officers. The singular includes the plural.

Respondent means an accused violator who has received a Fine Notification and requested a hearing.

School Zone means a posted "safety zone" as that term is defined under NMSA 1978, § 66-1-4.16 (2001), as amended from time to time.

Violation or offense means a violation of this Article.

Sec. 38-801. Automated Speed Camera Enforcement.

(a) Any violation or conduct constituting a violation of Sections 38-241 or 38-342 of the County Code, or any other County law pertaining to speeding is a violation of this Article. This Article does not apply to Authorized Emergency Vehicles responding to an emergency.

(b) This Article does not abrogate or impair enforcement authority of existing traffic laws by a Police Officer.

(c) Based on records obtained by either fixed or mobile CSDs, a Police Officer shall review all CSD evidence. If the Police Officer determines that a violation has occurred, the Police Officer shall cause a Fine Notification to be Delivered to the Registered Owner. The Registered Owner is strictly and vicariously liable for the violation unless one of the exceptions herein applies. If there is more than one Registered Owner, all Registered Owners shall be jointly and severally liable.

(d) Fine Notification.

i. Form and Contents. The Fine Notification shall state and contain the name of the Registered Owner or owners, or Nominee, the Effective Date of the Fine Notification, the type of violation, the date, time and location of the violation, a picture of the violation, the license number of the vehicle, the name and identification of the issuing Police Officer, the amount of the fine, whether the fine is a first or subsequent offense, the response due date and the address of the Department. The Fine Notification shall conspicuously and in bold face type state; "Failure to pay this fine on time will lead to serious legal consequences and the assessment of the costs of collections including service of process fees, court costs, and reasonable attorney fees." The Fine Notification shall include an Owner's Affidavit form. The Fine Notification shall contain a return envelope addressed to the Department. The Fine Notification shall inform the Registered Owner or the Nominee of the right to request a hearing by so indicating in a space provided on the form and returning same to the Department.

ii. Delivery. The Fine Notification shall be Delivered to the address of the Registered Owner according to the address registered with the MVD or to the address of the Nominee according to the Owner's Affidavit.

(e) Response to Fine Notification. Within thirty-five (35) days from the Effective Date, the Registered Owner shall pay the fine, file an Owner's Affidavit making a Nomination, or request a hearing. To pay the fine, the Respondent shall deliver the Fine Notification with payment to the Department according to the instructions on the Fine Notification. To make a Nomination, the Respondent shall return the Fine Notification with a completed Owner's Affidavit to the Department according to the instructions on the Fine Notification. To request a hearing, the Respondent shall return the Fine Notification with the request for hearing to the Department. The response shall be received no later than thirty-five (35) consecutive days from the Effective Date. If the fine has not been paid,

there has been no Nomination or a request for a hearing within thirty-five (35) days from the Effective Date, written Notice of Default shall be sent to the Registered Owner or Nominee, or both.

(1) Payment of Fine. Upon receipt of the Fine Notification, the Respondent may elect to admit the violation and pay the fine. To proceed under this section, the Respondent shall admit the violation by signing and dating the Fine Notification on a space provided and returning the Fine Notification with payment to the Department according to the instructions on the Fine Notification within thirty-five (35) days of the Effective Date.

(2) Appeal. The Respondent of the Fine Notification may request a hearing by so indicating and returning the Fine Notification to the Department according to the instructions on the Fine Notification within thirty-five (35) days of the Effective Date. Upon receipt, the Hearing Officer shall schedule a hearing.

(3) Nomination. Any Registered Owner who was not driving the vehicle at the time of the violation may either accept the responsibility or Identify the Driver. The Nomination procedure described in this paragraph is available to any Registered Owner and is not limited to corporations and governmental entities. If the Registered Owner claims that another person was driving the vehicle at the time of the violation, the Registered Owner shall so indicate on the Owner's Affidavit and Identify the person who was driving the vehicle. A new Fine Notification will be Delivered to the Nominee. The Effective Date of the Fine Notification sent to the Nominee is the day the Fine Notification is issued to the Nominee as indicated on the face of the new Fine Notification. If the Nominee successfully appeals the allegation that the Nominee was the Driver, the County may proceed against the Registered Owner by issuing a subsequent Fine Notification to the Registered Owner with the Effective Date being the date so indicated on the face of the subsequent Fine Notification. If the County cannot assert jurisdiction over the Nominee, the Registered Owner is responsible, subject to the remaining defenses available in this Article. Any Registered Owner who submits an Owner's Affidavit does so under penalty of perjury.

(f) Default. If the Department does not receive payment of the fine, a Nomination, or a request for a hearing within thirty-five (35) days from the Effective Date, the Registered Owner is in Default. Default automatically results in liability to the Registered Owner for the violation and the Registered Owner is barred from requesting or obtaining any hearing on the merits of the fine after the date of the Default. If the Default is not cured, the Department may pursue all remedies for collection of a debt and is entitled to an award of reasonable attorney's fees incurred.

(g) Hearing. The hearing provided for a contested violation shall be held by a Hearing Officer appointed by the presiding judge of the civil division of the district court with jurisdiction over the municipality, and the hearing itself shall be conducted following the rules of evidence and civil procedure for the district

courts. The Department has the burden to prove the violation by a preponderance of the evidence. The Respondent has the burden to prove any defenses by a preponderance of the evidence. The Hearing Officer shall render a decision in writing and provide the decision to the Department and Respondent. A determination by the Hearing Officer shall not impose a total amount of penalties or fines in excess of that provided in this Article. If the Department prevails, the Respondent shall pay the fine within thirty (30) consecutive days from the date of the decision, or the Respondent may appeal the decision of the Hearing Officer to the First Judicial District Court within thirty (30) days of the decision and may recover the costs of filing the appeal if successful.

(h) Defenses. At a timely requested hearing, the Respondent may present the following defenses, in addition to any other defenses available under law:

(1) The vehicle was stolen or otherwise being driven without the Registered Owner's knowledge or permission at the time of the alleged violation. The Registered Owner shall have a police report pertaining to the theft to avail the Registered Owner of this defense.

(2) The ownership of the vehicle had lawfully been transferred and conveyed from the Registered Owner to another person before the time of the alleged violation. To assert this defense, the Registered Owner shall identify the transferee and provide proof of conveyance.

(3) The evidence does not show that a violation was committed involving the subject vehicle.

(4) The Respondent is the Registered Owner but was not driving the vehicle at the time of the violation. To assert the defense, the Registered Owner shall Identify the actual Driver and comply with the Nomination provisions above.

(5) The Registered Owner did not receive notice because the Fine Notification was not mailed to the address of record with the MVD.

(i) Penalty. A violation of this Article constitutes a civil infraction punishable by a fine of $100.00.

(j) Administration.

i. The Department shall be responsible for administration of this Article. Reasonable rules and regulations may be promulgated by the County Manager or designee to carry out the intent and purpose of this Article.

ii. Any and all revenue obtained through this program shall be used by the Department in accordance with state law.

Section 2. Effective Date. This Ordinance shall become effective on July 1, 2025.

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

Section 4. Repealer. All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this 8th day of April 2025.

COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS

_____

Theresa Cull,
Council Chair

ATTEST: (SEAL)

_____

Michael D. Redondo,
Los Alamos County Clerk

Los Alamos, NM 87544
www.losalamosnm.us

County of Los Alamos

Staff Report

April 08, 2025

Agenda No.:	A.
Index (Council Goals):	Quality Governance - Communication and Engagement
Presenters:	George Chandler, County Assessor and Lucas Fresquez, Chief Deputy Assessor
Legislative File:	**19783-25**

Title

Presentation and Possible Action on the Los Alamos County Assessor Property Valuation and Maintenance Plan

Recommended Action

I move that Council approve the Los Alamos County Assessor Property Valuation and Maintenance Plan.

County Manager's Recommendation

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

Body

In accordance with 7-38-38-1 D NMSA expenditures from the Property Tax Valuation fund shall be made pursuant to a property valuation program and approved by the County Council. Attachment B shows the 2025 Property Valuation and Maintenance Plan.

Fiscal and Staff Impact/Planned Item

No additional fiscal impact for this approval. Expenditures from the Property Tax Valuation fund for related appraisal projects will be submitted to the County Council during the regular annual budget adoption cycle.

Attachments

A - 2025 Valuation and Maintenance Plan Presentation
B - 2025 Property Valuation and Maintenance Plan

LOS ALAMOS
Assessor's Office

2025 Valuation and Maintenance Plan

George Chandler | Assessor
Lucas Fresquez | Chief Deputy Assessor

ATTACHMENT A

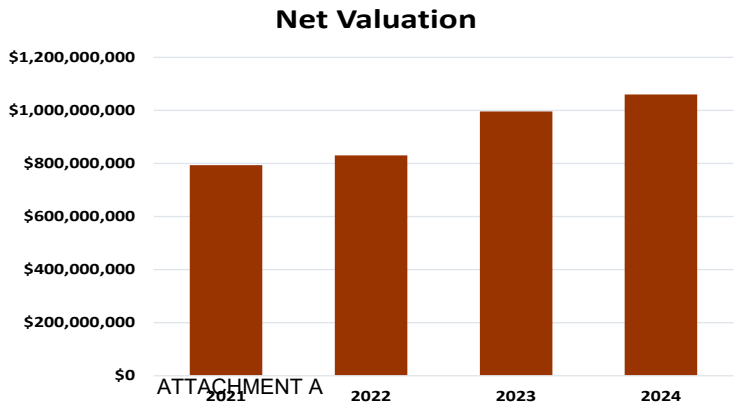
LOS ALAMOS
Assessor's Office

2024 Parcel Count and Net Taxable Value

Class	Parcels	Valuation
Residential	7,524	$ 943,536,320
Non-Residential	990	$ 132,796,450
Livestock	115	$ 61,360
Exempt Properties	643	$ 3,196,848,000
Exemptions	3,160	$ (16,115,460)
Total Parcels|Net Taxable Value*	9,272	$ 1,060,278,670
*Reflects value after resolved Protests		

2024	2023	Change	Percent
$ 1,060,278,670	$ 996,264,130	$ 64,014,540	6.43%

*Reflects value after resolved Protests



ATTACHMENT A

LOS ALAMOS

LOS ALAMOS
Assessor's Office

2024 Sales Ratio Study

	2024	2023	IAAO Standards
Mean	98.57%	98.81%	90-110%
Median	99.08%	99.26%	90-110%
Weighted Mean	98.89%	98.99%	90-110%

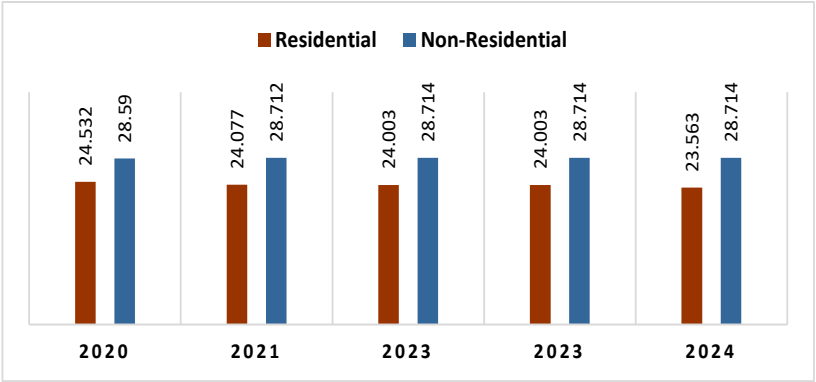
Assessment Uniformity			
	2024	**2023**	**IAAO Standards**
Standard Deviation	5.00%	4.00%	< 20%
COD	3.58%	3.41%	< 15%
COV	4.60%	4.12%	< 20%
PRD	1.00%	1.00%	98 - 103%

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2024 Tax Rates

	Residential			Non-Residential		
	2024	2023	Change	2024	2023	Change
State	1.360	1.360	0.000	1.36	1.36	0.000
County	5.084	5.250	-0.166	8.85	8.85	0.000
Muni	3.419	3.531	-0.112	3.998	3.998	0.000
School	11.962	12.067	-0.105	12.506	12.506	0.000
UNMLA	1.738	1.795	-0.057	2.00	2.00	0.000
Total	**23.563**	**24.003**	-0.440	**28.714**	**28.714**	0.000

- Maximum Rates Allowed
  - 11.85 County
  - 7.65 Municipal
  - 0.50 Schools



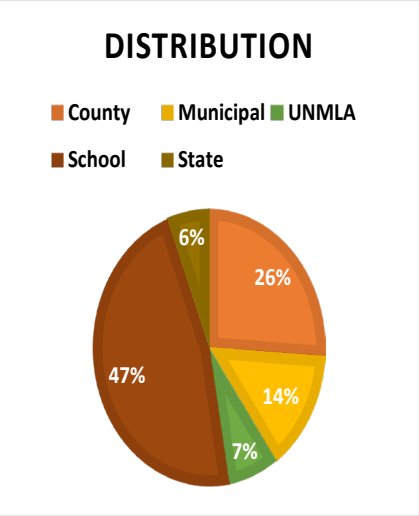
ATTACHMENT A

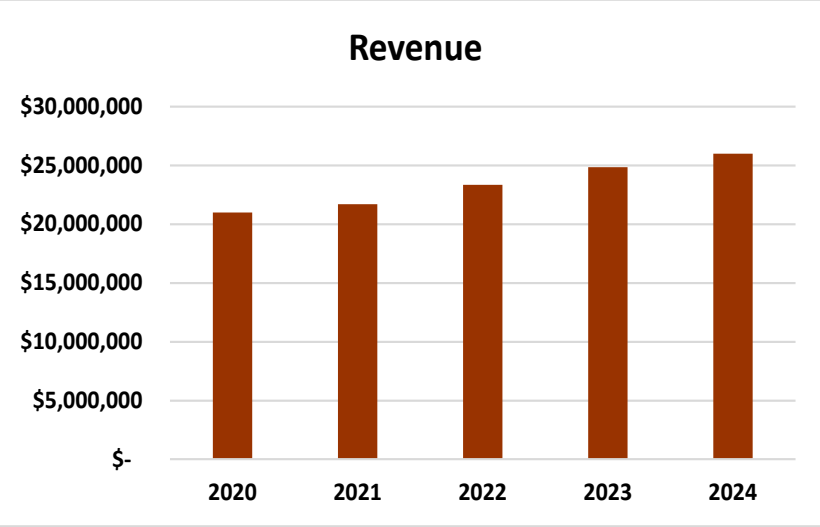
LOS ALAMOS

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2024 Property Tax Revenue

2024	2023	Change	Percent
$ 26,002,627	$ 24,852,738	$ 1,149,889	4.63%





ATTACHMENT A

LOS ALAMOS

LOS ALAMOS
Assessor's Office

2024 Building Permits/New Construction Value

Number of Permits			
Inspected in 2024	**Inspected in 2023**	**Change**	**Percent**
590	650	**-60**	**-9.23%**

New Construction Value			
Valued in 2024	**Valued in 2023**	**Change**	**Percent**
$ 10,130,880	$ 11,260,150	**$(1,129,270)**	**-10.03%**

- Number of permits decreased by **-9.23%**
- Total value decreased **$1,129,270 or -10.03%**

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2024 Protests

Property Protests		
	2024	2023
Total Filed	31	28
Resolved Through Infomal Hearings	30	25
Heard by Board	1	3

Valuation Protest Board

- Independent Board Appointed by Council
- Three-member Board
  - One member and an alternate must have some experience in property valuation.
  - One member and an alternate community member require no valuation experience.
  - One member employed by PTD who Chairs the Board

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Assessor's Office

2024 Notables

- **Annual PTD Evaluation**
  - No Corrective Action Plan
- **Outreach**
  - Chamberfest
  - Fair and Rodeo
  - Farmer's Market
  - Publications
  - New Mexico Department of Veteran Services
- **Staff Leadership**
  - NM Tyler User Group
  - IAAO NM Chapter
  - Employee Recognition Committee
  - Leadership Role on New Mexico Assessor's Affiliate
- **Electronic Notices of Value**
  - Eco Friendly
  - Convenient
  - Accessible

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2025 Projections

Reappraisal Program

- **Door to Door Re-Inspection**
  - 20% of Parcels Inspected Annually
  - Requires Inspection of Each Parcel
- **2024**
  - Western Area and Eastern Area
  - 1,446 parcels (est.)
- **2025**
  - White Rock Area
  - 1,429 parcels (est.)

Valuation Maintenance

- Maintaining values due to changes in market conditions.
- Automated Valuation models are tested and calibrated for accuracy.
- Notices of Values mailed out by May 1st.

LOS ALAMOS

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Assessor's Office

Questions?

LOS ALAMOS

Assessor's Office

Property Valuation and Maintenance Plan



George Chandler
Los Alamos County Assessor
Lucas Fresquez, Chief Deputy Assessor
Nerio Gurule, Chief Appraiser

January 2025

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PREFACE

This Property Valuation and Maintenance Plan is prepared in accordance with 7-36-16 (E)) NMSA 1978, ”To aid the Board of County Commissioners in determining whether a County Assessor is operating an efficient program of property valuation maintenance, and aid in determining the amount to be allocated to him for this function, … ” (Herein called the valuation /maintenance program) and 7-38-38.1 (D) NMSA 1978, “Expenditures from the county Property Valuation Fund shall be made pursuant to a property valuation program presented by the County Assessor and approved by a majority of the county commissioners.” (Herein called the inspection/appraisal program). The report sets forth new improvement values added to the valuation records due to new construction, additions to buildings, remodels, and any deletion of properties, and contains the relationship of sale prices of properties sold to the values of the same properties determined by the assessor for tax assessment purposes.

We have expanded the scope of this report to include all the functions of the Assessor’s office, not just those associated with the valuation/maintenance program and funded by the Property Valuation Fund, because those functions merge at many points.

The New Mexico Department of Finance and Administration, in accordance with 7-36-16 (D) NMSA 1978, *“…shall not approve the operating budget of any county in which there is not an adequate allocation of funds to the county assessor for the purpose of fulfilling his responsibilities for property valuation maintenance under this section. If the department of finance and administration questions the adequacy of any allocation of funds for this purpose, it shall consult with the department, the board of county commissioners and the county assessor in making its determination of adequacy.”*

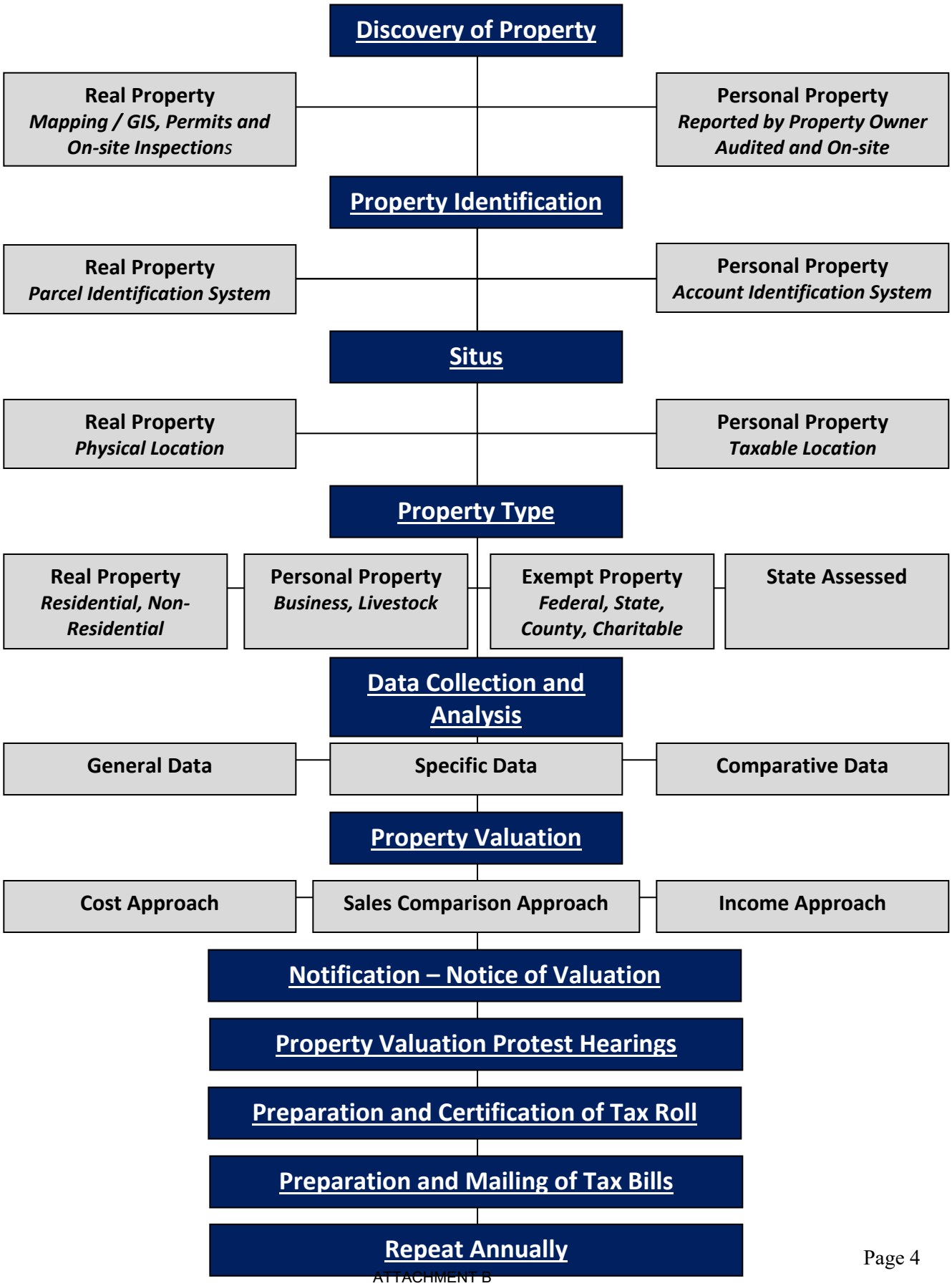
All property valuations are done pursuant to the New Mexico Constitution, the New Mexico Property Tax Code and associated Regulations, and in compliance with the standards and code of ethics of the International Association of Assessing Officers and the Uniform Standards of Professional Appraisal Practices (USPAP).

After the Los Alamos County Council approves this plan copies will be submitted to the Taxation and Revenue Department as part of our evaluation process and to the other governmental units that share in the tax.

Helpful Figures

Most tabular and graphic data is assigned to the Appendix. Referring to the following three figures may help the reader to understand the text.

PROPERTY ASSESSMENT PROCESS (PAV Fig 1-2, p 7.)



NM PROPERTY TAX CODE CALENDAR

Date	Subject	Statute
January 1	**Valuation Date.**	**7-38-7**
	January 1st determines the taxable status of all property in the state of New Mexico. If property is destroyed or improved during the year, any resulting increase or decrease will not be reflected until January 1 of the following year.	
January 1	**Publication of notice of certain provisions relating to reporting property for valuation and claiming exemptions.**	**7-38-18**
February 28	**Reporting of property for valuation; penalties for failure to report.** **Statement of decrease in value of property subject to local valuation.** **Claiming exemptions; requirements; penalties.**	**7-38-8** **7-38-13** **7-38-17**
	By the last day of February, all new improvements, decreases in value, mobile homes, livestock, and claims for any applicable property exempt status must be made. This reporting period begins January 1 and ends thirty days after the mailing of the notices of value.	
April 1	**County assessor to mail notices of valuation.** County assessors shall mail a notice of value to each taxpayer informing them of the net taxable value placed on their property. Failure to receive a notice does not invalidate the value set on the property or property tax based on the value.	**7-38-20**
30 Days After Mailing of NOV	Claims for Head of Household or Veteran exemptions must be applied for in order for it to be allowed for the current tax year.	**7-38-17**
30 Days After Mailing of NOV	Option 1: Period for protesting values, denial of exemptions, classification, allocation of taxes to a governmental unit or limitation in value increase as provide by state law. There is no provision under the property tax code to protest taxes (dollar amount).	**7-38-21**
May 1	**Property Tax Division to mail notices of valuation.**	**7-38-20**
June 1	**Property Tax Division to allocate and certify valuations to county assessors.**	**7-38-30**
June 15	**County assessor to certify net taxable values to the Property Tax Division.**	**7-38-31**
	After this date, valuation changes become increasing difficult and will generally require a court order	
June 30	**Property Tax Division to prepare a compilation of net taxable values to be used for budget making and rate setting.**	**7-38-32**
	The Division complies all of the values certified by all counties and forwards to the Department and Finance for its use in making budgets and setting tax rates.	
September 1	**Department of finance and administration to set tax rates.**	**7-38-33**
	Rates consist of operating rates that finance ongoing operations of government, and debt rates used to finance long-term capital improvements. Governing bodies of imposing entities, for example county council and educational boards, within statutory limits, impose operating rates. Voters approve debt rates.	
September	**Board of county commissioners to order imposition of the tax.** A copy of the written order imposing the tax rates shall be delivered to the county assessor.	**7-38-34**
October 1	**Preparation of property tax schedule by assessor.**	**7-38-35**
	County assessor prepares the property tax schedule (tax roll) for the county and delivers it to the finance department. This lists for every property its description, owner, address, value for property tax purposes, classification, exemptions allowed, applicable tax rates and tax amount.	
October 1	**Preparation and mailing of property tax bills.** The finance department mails the tax bills based on the values set as of January1st of this tax year.	**7-38-36**
November 10	**Payment of property taxes; installment due dates; refunds in case of overpayments.**	**7-38-38**
	First half of taxes are due based on values set January 1st of this tax year.	
60 Days After Taxes are Due	Option 2: Period for protesting values, denial of exemptions, classification, allocation of taxes to a governmental unit or limitation in value increase as provide by state law. There is no provision under the property tax code to protest taxes (dollar amount).	**7-38-40**
December 10	**Unpaid property taxes; imposition of interest.**	**7-38-49**
	Penalty and interest began to accrue on unpaid portion of first half taxes.	
January 9	**Claims for refund; civil action.**	**7-38-40**
	Last day to file a claim for refund on values that were set on Jan. 1 of prior year.	
April 10	**Payment of property taxes; installment due dates; refunds in case of overpayments.**	**7-38-38**
	Second half of taxes are due based on values set January 1st of previous tax year.	
May 10	**Unpaid property taxes; imposition of interest.**	**7-38-49**
	Penalty and interest began to accrue on unpaid portion of second half taxes.	

This calendar lists statutory dates and does not include all Assessor duties.

THE COUNTY ASSESSOR

The County Assessor is required to implement a program of updating assessed property values so that current and correct values of property are maintained. The Los Alamos County Assessor has sole responsibility and authority, at the county level, for property valuation and maintenance, in accordance with Chapter 7, articles 35 through 38 NMSA 1978, referred to as the New Mexico Property Tax Code, and the regulations, orders, rulings and instructions of the New Mexico Taxation and Revenue Department, Property Tax Division. Certain commercial and industrial properties are centrally assessed by the Property Tax Division (PTD) of the Taxation and Revenue Department (TRD).

County Assessors are annually evaluated by PTD on their operations, functions, and performance to ensure compliance with the Property Tax Code with special emphasis on each County Assessor's valuation activities and the maintenance of current and correct values, (section 7-36-16 NMSA 1978). A copy of the Assessor Evaluation is sent to the County Assessor and County Council. The most recent PTD 2023 Assessor Evaluation is in the appendix section of this report.

ACKNOWLEDGEMENT

In addition to the New Mexico Property Tax Code, most of the theory, procedures, and standards that underly the operations of the Assessor's office are taken straight out of the training manuals and other literature of the International Association of Assessing Officers (IAAO) including Property Assessment Valuation 3rd Ed, 2010. Much of the descriptive material in this report is derived from those publications. When tables or figures were copied directly from Property Assessment Valuation, they are identified with the notation PAV Fig. X and a page number. State-level data and tables are from PTD publications and are simply identified with PTD.

SOME TERMINOLOGY

Because of the effects of limitations, exemptions, and the tax ratio it is necessary to clarify "value" at various phases of the assessment and tax calculation process.

Fair Market Value
The assessor's opinion of the most probable price in a competitive and open market, the buyer and seller acting prudently and knowledgeably and not affected by undue stimulus. For the first time, in 2025 we are able to make the fair market value available to property owners on their NOV's.

Full Value (also "assessed value for property taxation purposes")
Fair Market Value adjusted to implement limitations or "caps" on annual tax increases required for residential properties (3%, and 65 or disabled).

Taxable Value
Full Value times the tax ratio (1/3). The tax ratio is set by law.

Net Taxable Value
Taxable Value minus exemptions (Head of Family - $2000, Veteran -$10,000, 100% Disabled Veteran - 100%, disabled veterans get an exemption equal to the percentage of permanent disability). The Veterans exemption was increased this year to $10,000 from $4,000.

Residential property consists of one or more dwellings together with appurtenant structures and the land, which includes single family, multi-family, and manufactured home units. All other property is classified as non-residential, including commercial, business personal property, livestock, and vacant land and shall be valued for taxation at one-third of its fair market value.

LIMITATION ON INCREASES IN VALUE OF RESIDENTIAL PROPERTY

Section 7-36-21.2 NMSA 1978 imposes a 3% limitation on increases in the valuation for property taxation purposes ("full value" in the table above) of most residential property. This limitation on value increases does not apply to:

- A residential property valued for the first time (new construction units),
- Any physical improvements, except for solar energy installations, made to the property in the prior tax year.
- property omitted in a prior tax year,
- A change in ownership, with some limited exceptions,
- A change in use or zoning and Non-residential property

Approximately 95% of residential properties in Los Alamos are subject to this limitation, or "capped." In 2024, the median sales price for residential properties in Los Alamos was $610,000, but because of the effect of the 3% cap the median full value was $380,000.

APPRAISALS

An appraisal is an opinion of value based on a process in which property data and market conditions are analyzed.

The goal of appraisals for property tax purposes is to estimate fair market value of a property. Assessors are charged with maintaining the current and correct value of each property. Fair market value can be defined as the highest price estimate in terms of money that a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all uses to which it is adapted and for which it is capable of being used. It assumes a willing buyer and seller. Fair market value is not necessarily the same as sales price but if the market is reasonably competitive, sales price can be strong evidence of market value. For purposes of our annual valuation, market values must be time-adjusted to January 1st of the current tax year (the year for which tax is being determined).

ANNUAL APPRAISALS VS VALUATION/MAINTENACE

New Mexico law requires assessors to do forms of valuation:

On a one- or two-year cycle, do a computer assisted "mass appraisal" of all properties. Los Alamos has chosen the one-year cycle.

On a five- or six-year cycle do an inspection and more thorough reappraisal of each property. Los Alamos has chosen the five-year cycle, so we do an inspection and reappraisal of 20% of the properties every year. This is "valuation maintenance, the activity that is funded by the property valuation fund.

THE ANNUAL INSPECTION/APPRAISAL AND VALUATION/MAINTENANCE PROCESS

OUTLINE

1. Public Relations

2. Performance Analysis

3. Analysis of Available Resources

    - Budget
    - Staff
    - Data processing support
    - Maps and GIS

4. Planning and Organization

    - Valuation cycles
    - Parcel summary Table

5. Systems Development

    - Forms and manuals
    - Data Collection and maintenance

6. Valuation

    - Inspection/Appraisal and Valuation/Maintenance Programs and Schedule
    - Three approaches to valuation
    - Mass Appraisal Models
    - Testing and refinement

7. Notification and Valuation Defense
    - Notices of value
    - Protest Remedies
    - Informal hearings
    - Formal hearings
    - Refund Claims

PUBLIC RELATIONS

The County Assessor's staff develops a complete public relations program. Informational materials are developed for use in public notices, handouts, and public appearances. The news media are kept informed as to program objectives, progress, and accomplishments.

Reappraisal involves our employees physically inspecting each property. To alert property owners to the possibility of these visits, and avoid misrepresentation of the reappraisal program, we issue press releases to clarify major points of the assessment process. We keep the news media informed as to program objectives, changes, progress, and accomplishments.

In our Public Relations Program special consideration is given to:

A. Basic items

- County issued identification card and name badges
- County issued clothing / uniform(s)
- Business cards
- Desk Name Plates
- Unfamiliar / technical terms are carefully explained
- Office policies and guidelines for personal contact with the public is a set procedure utilized by the Assessor's office
- Maintaining a welcoming, professional office

B. Correspondence and forms

- Forms should be brief with clear instructions
    1. Explain reason(s) for form
    2. Avoid multi part forms / wrong size envelopes

C. Notice and Informational Brochures

- Notices of Value have information required by statute or otherwise helpful to the property owner
    1. Name and address
    2. Legal description, map code and class
    3. Market value, full or Assessed value, taxable value, and net taxable value
    4. Exemptions, protest procedures, and classification applications
    5. Instructions for calculating an estimated tax value
- Brochures and forms encouraging applications for exemptions and explaining the property tax processes
- Online Presence – website, social media coming in 2025

In discussing assessment matters, staff are courteous and professional. Most taxpayers are not familiar with assessment terminology, so assessment concepts are expressed in lay language. In discussing assessment matters:

1. We identify ourselves by our first names.
2. Name of the person and the legal description of the property.

3. Allow the person to describe the problem.
4. Obtain and record requested information.
5. If the inquiry involves research and the person is in the office or on hold on the telephone, provide progress reports. If the research is lengthy, obtain phone number and get back to them.
6. Carefully explain any unfamiliar and or technical terms.
7. Assure the person that the matter will be attended to and corrected if needed. If the customer becomes extremely argumentative, it is better to end the conversation immediately and report it to your supervisor and/or direct the customer to your supervisor.
8. Always advise property owners of their rights under the Property Tax Code.
9. Our goal is to render a fair, equitable, and correct valuation.

County issued identification is required on any field inspection. Field personnel will contact the property owner, if available, before beginning any inspection or measuring of any improvements. They will provide property owners with their name, offer a business card, indicate the purpose and duration of the inspection, and provide a representative's name in the assessor's office for verification or to answer any questions or misunderstandings.

Guidelines for doing field inspections:

DO NOT	**DO**
Inspect a residence when a minor or minors are the only individuals present.	Present identification and business card
Enter a residence when wet and or muddy.	Obtain as much information as possible at the curb site.
Argue with a property owner if they do not grant permission to inspect.	Be neat in dress and appearance. Be professional.
Voluntarily make statements regarding merits or any discrepancies in previous appraisals.	**Estimate** the value of the improvements with the best information available if the property owner denies inspection.
Be argumentative. Simply thank the property owner for their time and apologize for any inconvenience you may have caused.	Review the property record card in advance of inspection to familiarize yourself with the property you are about reappraise.
Answer question about various matters or programs pertaining to assessments that you do not know the correct answers.	Listen respectfully to comments or valid complaints without prolonged conversation; use tact and patience.
Make references about previous protests or complaints.	Be honest, if you do not know, state it and get back to them. If necessary, refer them to your supervisor.
Discuss or make statements regarding adjoining properties or personalities.	Explain the filing process for appeals or petition of protest.
Attempt to provide a value on the property you are estimating on site.	Listen if conversation is pertinent to appraising; minimize your comments.
Deter anyone from filing an appeal or petition of protest.	Advise the taxpayer of the notification of value process.

If a property owner refuses inspection of the property, the property measurements, characteristics, and attributes are estimated and valued with the best information available including public sources and imagery done by satellite and drone. Although Sections 7-38-2 NMSA 1978 and 7-38-93 NMSA 1978 provide procedures and penalties for refusal of inspections of property and other reports, we do not ordinarily resort to these methods for residential property. Appraisal staff notify their immediate supervisor and note refusal to inspect on their reports.

Community Outreach

The Assessor's Office participates in several community events including the Fair and Rodeo, Farmer's Market, Los Alamos County's Customer Appreciation Day, and National Assessor's Day. Through these efforts the Assessor's Office is able to provide helpful information and accept applications for property owners' valuation exemptions. We work with the New Mexico Department of Veterans Services and local veteran organizations to ensure eligible veterans receive their exemptions.

PERFORMANCE ANALYSIS

In measuring an Assessor's performance, the most important gauge is the sales ratio study. This study determines whether values are fair and equitable to the taxpayers and consistent with the Property Tax Code. The sales ratio is determined from sales: the market value divided by the sales price of the property, both values time-adjusted to Jan 1st. Los Alamos sales are running a few hundred a year, enough to get reliable statistics.

For the 2024 tax year, Los Alamos County's level of valuation determined from sales ratio studies is 98.57% (mean), which is within IAAO's recommended and New Mexico's legal standards.

Good practice in assessing is to test the data for unequal tax burdens between high and low value properties in the same property group. This requires measuring the uniformity of the sales ratio values among levels of property valuation and 10 designated super neighborhoods.

The coefficient of dispersion (COD) is the most used measure of uniformity in sales ratio studies. The COD measures the average deviation among levels of valuation. Low CODs (15% or less) are associated with good appraisal uniformity. Los Alamos County's COD is 3.58%, which is considered exceptional.

The standard deviation and COD are available to measure uniformity when there are enough sales that the sales ratios of different valuation levels are normally distributed. In a normal distribution (bell shaped curve), the sample data would fall as follows:

- Sixty-eight percent (68%) would fall within plus or minus one standard deviation
- Ninety-five percent (95%) would fall within plus or minus two (2) standard deviations
- Ninety-Nine percent (99 %) of the total sample used would fall within plus or minus three standard deviations

Los Alamos County's overall Sales Ratio standard deviation (Std. Dev.) for 2024 is .05%.

Appraisals are considered regressive if high value properties relative to low value properties are under appraised and progressive if high value properties are over appraised. The price related

differential (PRD) is a statistic that measures regressivity and progressivity. IAAO standard range for PRDs is between 98% and 103%. Los Alamos has a PRD of 1.00%, which indicates excellent treatment of low and high value properties.

Table 1 shows the comparison of the various sales ratio study results for Los Alamos County versus the IAAO standards.

Table 1
COMPARISON OF STATISTICAL MEASURES
FOR LOS ALAMOS COUNTY

	IAAO STANDARDS	2024 LOS ALAMOS SALES RATIOS
Mean	90%-110%	99.08%
Median	90%-110%	98.57%
Weighted Mean	90%-110%	98.89%
Standard Deviation	2%-20%	.05%
COD	20% or Less	3.58%
COV	*	4.60%
PRD	98% – 103%	1.00%

**COV<10 is very good, 10-20 is good, 20-30 is acceptable, and COV>30 is not acceptable.*

Table 2 on the following page is the State of New Mexico ratio studies for the 2024 tax year for all thirty-three counties conducted by the Taxation and Revenue Department, Property Tax Division. Los Alamos is highlighted and the IAAO standards are listed at the bottom of the table.

Table 2: STATEWIDE SALE RATIO STATISTICAL SUMMARY

TAXATION & REVENUE NEW MEXICO

State of New Mexico
Taxation & Revenue Department
Property Tax Division

2024 NEW MEXICO SALES RATIO STATISTICAL SUMMARY / AGGREGATE

County	No. of Sales	Median	Mean	Wtd. Mean	PRD	Std. Dev.	COV	COD
Bernalillo	7,764	90.00%	91.21%	90.67%	1.01	0.12	13.28%	9.24
Catron	42	93.30%	92.04%	91.74%	1.00	0.06	6.29%	5.26
Chaves	891	121.27%	115.39%	113.95%	1.01	0.30	26.04%	19.08
Cibola	114	103.17%	107.53%	91.17%	1.18	0.46	42.54%	29.78
Colfax	140	99.26%	99.08%	97.32%	1.02	0.07	7.54%	4.93
Curry	397	99.14%	100.29%	99.79%	1.01	0.19	19.28%	14.30
De Baca*	19	91.99%	87.24%	80.13%	1.09	0.28	31.66%	18.73
Dona Ana	2,202	99.59%	98.86%	98.71%	1.00	0.05	4.91%	3.49
Eddy	613	98.98%	99.10%	99.23%	1.00	0.03	2.60%	1.85
Grant	281	90.14%	88.84%	86.22%	1.03	0.19	21.75%	15.21
Guadalupe*	16	99.50%	98.67%	96.89%	1.02	0.06	6.26%	4.18
Harding*	9	99.75%	99.09%	98.58%	1.01	0.02	1.62%	1.13
Hidalgo*	12	90.00%	87.70%	84.27%	1.04	0.16	18.41%	13.91
Lea	649	97.27%	96.35%	96.38%	1.00	0.04	4.33%	3.17
Lincoln	525	94.47%	94.56%	93.88%	1.01	0.08	8.84%	6.11
Los Alamos	606	99.08%	98.57%	98.89%	1.00	0.05	4.60%	3.58
Luna	165	100.00%	100.46%	100.48%	1.00	0.02	2.35%	0.98
McKinley	111	100.00%	88.61%	88.79%	1.00	0.19	21.94%	11.42
Mora*	10	48.96%	63.80%	12.81%	4.98	0.75	117.17%	86.64
Otero	1,077	99.46%	98.87%	99.02%	1.00	0.02	2.43%	1.60
Quay*	0							
Rio Arriba	113	96.46%	98.24%	95.85%	1.03	0.14	14.63%	11.01
Roosevelt	190	93.56%	92.29%	91.41%	1.01	0.13	14.61%	10.28
San Juan	924	94.48%	93.82%	94.16%	1.00	0.12	12.92%	9.72
San Miguel	154	101.29%	103.34%	102.27%	1.01	0.09	8.91%	6.33
Sandoval	1,710	97.45%	97.28%	97.07%	1.00	0.04	4.60%	3.44
Santa Fe	2,030	94.81%	93.57%	92.88%	1.01	0.12	12.50%	9.15
Sierra	189	95.29%	95.62%	95.00%	1.01	0.03	3.60%	2.47
Socorro	42	95.56%	96.22%	94.17%	1.02	0.12	12.58%	9.80
Taos	278	96.28%	93.84%	93.35%	1.01	0.10	10.59%	7.12
Torrance	249	100.00%	97.78%	97.35%	1.00	0.09	8.80%	4.11
Union*	14	100.42%	102.39%	100.80%	1.02	0.13	12.44%	7.43
Valencia	573	98.68%	97.79%	97.54%	1.00	0.05	5.53%	3.87

Median	This is a measure of Central Tendency, or an average. In this case, it is the ratio that falls in the middle of a group with an equal number of ratios falling above and below the Median Ratio. IAAO Standards suggest that this figure should be within 10% of the statutory mandated assessment level. Since New Mexico Statutes require values to be at "Current and Correct" or Market Value, the Median Ratio should be
Mean	Also a measure of central tendency. In this case it is the arithmatic average of all the ratios
Wtd. Mean	Another measure of central tendency. In this instance, the individual ratios are weighted by the value of the individual properties.
Std. Dev.	The Standard Deviation measures the dispersion of ratios around the mean ratio.
PRD	Price Related Differential: A statistic for measuring tax burdens 'between high and low value properties. IAAO Standards suggest that this number should be between 0.98 and 1.03
COV	The Coefficient of Variation is the Standard Deviation expressed as a percentage of the Mean Ratio
COD	The Coefficient of Dispersion measures the dispersion of ratios around the Median Ratio. IAAO Standards suggest that this figure be below 15.00, but in small rural jurisdictions COD's between 15.00 and 20.00 may be acceptable
*	Study had less than 20 sales, statistics may not be valid

AVAILABILITY OF RESOURCES

Budget

The assessor's office is supported by the county's general fund and the property valuation fund. The general fund is used for annual valuation maintenance and daily office operations. The property valuation fund is restricted to support of the 5 year cycle of inspection and reappraisal.

Section 7-38-38.1 NMSA 1978, requires that the Los Alamos Finance Division collect from all property tax revenue, prior to distribution to recipients, an amount equal to one (1) percent of total property tax entitlements and deposit that amount into the property valuation fund. Recipients in this case means, Incorporated County of Los Alamos, Los Alamos Public Schools, State of New Mexico, and UNM Los Alamos.

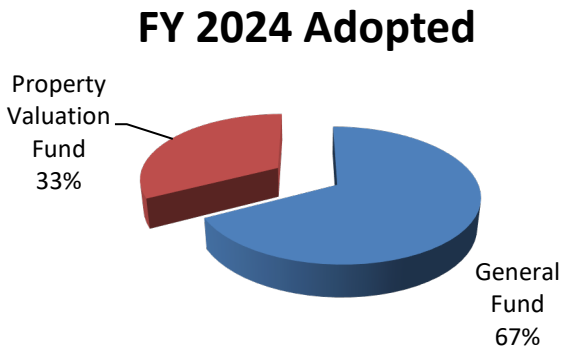
Expenditures from this fund shall be made pursuant to the property valuation program presented by the County Assessor and approved by the County Council, and in accordance within the guidelines as set forth by the Department of Finance and Administration (DFA), Local Government Division, for allowable expenditures. Any funds remaining at the end of the fiscal year are transferred to the beginning cash balance for the next fiscal year. A copy of 7-38-38.1 NMSA 1978 and guidelines and ruling from the DFA are attached as Item VII in the appendix of this report.

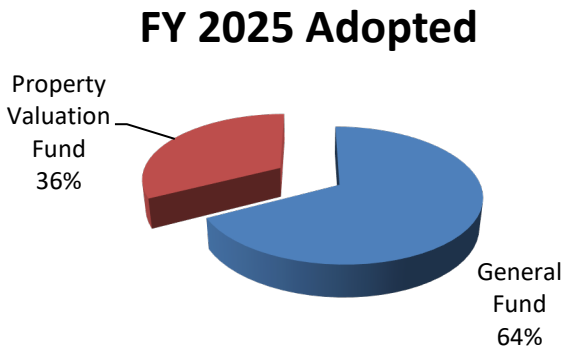
Table 3: Breakdown by Funds

Property Tax Valuation Fund Budget

	FY2022 Actual	FY2023 Actual	FY2024 Adopted Budget	FY2025 Adopted Budget	% Variance FY2025 vs FY2024	FY2026 Projected Budget	% Variance FY2026 vs FY2025
Expenditures by Type:							
Salaries	109,381	105,040	157,873	178,368	13%	183,719	3%
Benefits	38,941	55,410	64,226	73,624	15%	75,832	3%
Professional / contractual services	22,685	39,577	64,976	56,287	-13%	57,975	3%
Materials / supplies	22,255	22,021	31,654	32,606	3%	33,582	3%
Interfund charges	7,191	7,651	8,783	8,572	-2%	8,829	3%
Capital Outlay	5,276	32,437	0	0	-	0	-
	205,729	262,136	327,512	349,457	7%	359,937	3%

Fund	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual
General Fund	$ 542,227	$ 677,507	$ 622,192
Property Valuation Fund	$ 262,136	$ 327,512	$ 349,457
Total	$ 804,363	$ 1,005,019	$ 971,649





Staff

County Assessors and their staff must be very familiar with traditional appraisal methods, real estate markets, capital markets, and local conditions. Other technical and professional skills needed are statistical skills for building and applying statistical models, management skills for recruiting, training and directing staff, data processing skills for designing and maintaining computer programs, and public relation skills for dealing with the public and the media. Employees in smaller offices such as ours usually perform more than one function, and cross-training of our employees has been a consistent factor in maintaining the viability of the Assessor's Office.

The Los Alamos County Assessor's Office has seven fulltime employees and the Assessor who are designated as New Mexico Certified Appraisers by PTD. To receive this certification, an individual must have taken and received credit for four specified week-long qualifying educational courses offered by the International Association of Assessing Officers. Maintaining the certification requires the individual to complete a minimum of 30 hours of continuing education every three years. Our employees are able to appraise/develop values for all property types within Los Alamos County and are able to defend those values at every level of appeal.

Ongoing training, education, and certification are major contributions to the success and performance of the office and is required for continued employment. One of our staff members is accepted for the IAAO professional designation program and is currently working towards their IAAO designation.

The number of employees required by an assessor's office is based on the size of the jurisdiction, its growth rate, usage of temporary positions, and the non-assessment duties of the County Assessor.

The International Association of Assessing Officers[1] has developed certain assessment standards for various taxing jurisdictions. Based on a survey, the IAAO has determined that for small jurisdictions with 10,000 or fewer parcels one employee for every 1,000 to 1,500 parcels is required.

Adhering to IAAO staffing standards, with its 9,272 parcels, Los Alamos County requires 6-9 full time employees excluding the County Assessor (9,272 / 1,500 = 6.20). Currently the Assessor's office is staffed with seven fulltime employees, not including the Assessor, which is an elected, part time administrative position. One FTE position for a mapper has been avoided by the current staff fulfilling those duties along with GIS support from the County's Information Management Division.

Table 4 is the current breakdown of the County Assessor's staff by primary function. All functions are shared, and all employees are cross-trained and obtain NM Certified Appraiser status.

Table 4

Title	**Primary Function**	**FTE**	**Plan FTE**
County Assessor	Elected Official- limited	.1	0
Chief Deputy Assessor	Administrator	1	1
Chief Appraiser(s)	Appraisal / Administrative	2	2
Assessment Specialist	Administration Services	1	1
Appraiser	Valuation of Property	1	1
Apprentice Appraiser	Appraisals / Value Maintenance	1	1
Office Specialist	Clerical / Appraisal Assistant	1	
Totals		**7.1**	**7**

In Los Alamos County, the part-time elected County Assessor's involvement in daily operations is limited to administration and oversight and is considered to be approximately 0.1 FTE.

Property assessment is a field for which there are minimal opportunities for specialized academic preparation prior to entry. The State of New Mexico and governing bodies have an interest in ensuring that property tax is competently administered. Certification / re-certification programs ensure that assessment personnel, not just appraisers, are able to obtain the qualifications necessary to perform their duties early in their careers, and also keep abreast of new developments in the assessment field.

The level of professional expertise and the appraiser's credentials are critical for the defense of valuations before Protest Boards and the district court. Therefore, assessment personnel are expected and encouraged to attend all Property Tax Division's accepted appraisal courses as well as any licensing or certification programs. This benefits Los Alamos County and the taxpayer.

PTD grants certification and 4-39-5 NMSA 1978 allows for additional compensation for successful completion of IAAO (International Association of Assessing Officers) courses appropriate for each level of expertise, Appraiser I through Appraiser IV.

The Los Alamos County Council approved the following certification pay for the Los Alamos County Assessor's staff in 2024. The legislature allowed an increase in this pay in 2023. The certification pay is an allowable expenditure from the Property Valuation Fund. No expenditure from the General Fund is required.

[1] Assessment Practices 1991 edition by Richard Almy

		Allowed
Appraiser I	compensation for “appraiser I certification”	$750
Appraiser II	compensation for “appraiser II certification”	$1,750
Appraiser III	compensation for “appraiser III certification”	$3,000
Appraiser IV	compensation for “appraiser IV certification”	$3,500

The legislature last year raised the compensation levels as shown and we are asking the council to change the levels in Los Alamos to match.

Data Processing Support

The Information Management (IM) Department of the county provides computing support for the Assessor’s office, and also houses the GIS/mapping function

The -Assessor’s, Treasurer’s & Clerk’s Offices use Tyler’s Computer Assisted Mass Appraisal (CAMA) system, Assessor Plus (powered by Eagle)-*Assessor,* Treasurer Plus (powered by Eagle)-*Treasurer*, and Enterprise Records Management -*Clerk.* The software is the latest version of Tyler Technologies’ Eagle Division’s assessment, appraisal, and tax billing and collection system. The newly developed software will continue to use the most up-to-date appraisal methodology and GIS interface that includes security and built-in quality control features. The CAMA system has a front-end Automated Valuation System, a hybrid model developed by our office in collaboration with Eagle Software company that gives us an ability to implement data-focused valuation that meets or exceeds the highest standards in the industry. This integrated computer system consists of administrative, computer assisted mass appraisal, and property tax collection modules, and property transaction records that not only improve assessment uniformity and efficiency but has built-in audit features that ensure accountability of all users. The New Mexico Tyler Users Group paused during the pandemic but has begun again to meet regularly to discuss issues and/or requests to improve the functionality of the CAMA system including implementing legislative mandates. The Assessor’s Office is leading the New Mexico Users Group.

Maps and GIS

The Los Alamos County Assessor uses existing planimetric base maps for appraisal cycle efforts. They meet minimum specifications for cadastral mapping. Cadastral mapping is the creation and maintenance of maps having multiple layers of information. For example, property ownership, utility lines, street names, and so forth. These maps are developed to include platted subdivision, and the Public Land Survey System (PLSS, i.e., section, township, and range).

The County Assessor’s Office has fully integrated CAMA and GIS. We now have the ability to use spatial data to value property. Maintaining an effective CAMA/GIS system is one of the primary goals of the County Assessor’s office.

Los Alamos County Eagle Web, conveniently located on our website, provides current tax year assessment information for public use over the internet.

Los Alamos County is mapped at 1"=100' on official zoning maps or at 1"=400' on official state required maps. These map sheets are maintained to correspond with new deeds or other information received on record. UPC’s (uniform parcel codes) are developed and are consistent with the parcel definitions as required by NMSA 7-38-9 of the Property Tax Code. The parcel-numbering scheme consists of a 13-digit unique parcel ID for each mapped parcel and a unique map number for each map sheet.

IM and outside governmental agencies provide digital line work, thematic maps, aerial photography, and global positioning data to assist with building the parcel land base map/layer. In collaboration with IM, the Assessor's office acquired a drone for aerial mapping.

The recorded plat maps obtained from the Los Alamos County Clerk's office are entered into the land base map/layer. Maintenance of the parcel base map is conducted at the Assessors' office. Parcel maps are electronically stored and linked to parcel data via the uniform parcel code used by other departments in the county. Each department adds layers to the maps and maintains those layers.

PLANNING AND ORGANIZATION

Los Alamos develops a Property Valuation and Maintenance Plan and completes its revaluation activities on a one-year cycle.

VALUATION CYCLE

PHASE	BEGIN	STATUS/END
Public Relations	Ongoing	Ongoing
Mapping and GIS Maintenance	Ongoing	Ongoing
Data Collection and Analysis		
Building permits reports	January 1	December 31
Real property sales	January 1	December 31
Compile and verify data base	Ongoing	Ongoing
Market/Economic factors	Ongoing	Ongoing
Property characteristics	Ongoing	Ongoing
Sales Ratio Studies	Quarterly	December 31
Field Inspection* and Review		
Permits	May 1	December 1
Inquiries/requests	April 1	December 31
Maintenance	Quarterly	December 31
Sales	Monthly	December 31
Subdivisions	January 1	December 31
Calculation and Data Entry*		
Calculations and data entry of field data	Ongoing	March 1
Quality control	Ongoing	Ongoing
Valuation*	January	March 1
Notices of Value	March 1	April 1
Data Verification Requests	April 1	April 30
Certification of Values for Rate setting	May 15	June 15
Protest Hearings	April 1	October 1
Tax Schedule	September 15	October 1

**Includes 20% rotating field inspection reappraisal. All values are determined as of January 1st.*

An inventory of all parcels in Los Alamos County is verified annually to ensure that all parcels are accounted for and are correctly classified.

Table 5 on the following page summarizes all the parcels in the county and will serve as the basis for calculating production rates to ensure that all valuation activities will be completed within the required revaluation cycle.

Table 5: PARCEL SUMMARY September 24, 2024

Residential						
Abstract	**Parcel Count**			**Assessed Valuation**		
Description	**Land**	**Bldg.**	**Total**	**Land**	**Bldg**	**Total**
Res. MH Park (257 Spaces)	2	2	2	$ 906,970	$ 1,958,570	$ 2,865,540
Res Single Family	5,412	5,415	5,415	$ 186,728,260	$ 557,527,360	$ 744,255,620
Res Town Home End	1,334	1,334	1,334	$ 30,512,760	$ 90,395,410	$ 120,908,170
Res Town Home Inside	260	258	258	$ 4,222,950	$ 16,345,400	$ 20,568,350
Res Condo	200	200	200	$ 2,585,230	$ 12,681,880	$ 15,267,110
Res 3 or More Family	13	13	13	$ 504,810	$ 2,414,380	$ 2,919,190
Res Mobile Home	20	259	259	$ 452,390	$ 2,415,850	$ 2,868,240
Res Bed & Breakfast	2	2	2	$ 80,370	$ 178,080	$ 258,450
Res Multi Family	36	36	36	$ 4,459,290	$ 29,107,590	$ 33,566,880
Res Other Improvements	-	5	5	$ -	$ 58,770	$ 58,770
Subtotal Residential	**7,279**	**7,524**	**7,524**	**$ 230,453,030**	**$ 713,083,290**	**$ 943,536,320**
Non-Residential						
Abstract	**Parcel Count**			**Assessed Valuation**		
Description	**Land**	**Bldg**	**Total**	**Land**	**Bldg**	**Total**
Land Res Vacant	303		303	$ 11,715,410	$ -	$ 11,715,410
Land Commercial Vacant	20	-	20	$ 1,512,150	$ -	$ 1,512,150
Commercial	168	183	183	$ 17,963,360	$ 86,386,530	$ 104,349,890
Bed & Breakfast	1	1	1	$ 55,510	$ 197,110	$ 252,620
Hangers	-	37	37	$ -	$ 556,530	$ 556,530
Stables	-	103	103	$ -	$ 332,650	$ 332,650
Personal Property	-	308	308	$ -	$ 7,292,750	$ 7,292,750
Commercial Manufactured Homes	-	9	9	$ -	$ 22,600	$ 22,600
Other Improvements	-	5	5	$ -		$ -
State Assessed	-	22	21	$ -	$ 6,761,850	$ 6,761,850
Subtotal Non- Residential	**492**	**668**	**990**	**$ 31,246,430**	**$ 101,550,020**	**$ 132,796,450**
Livestock						
Abstract	**Parcel Count**			**Assessed Valuation**		
Description	**Units**				**Livestock**	**Total**
Cattle	1				$ 1,070	$ 1,070
Goats	18				$ 3,030	$ 3,030
Horse	92				$ 57,110	$ 57,110
Sheep	2				$ 90	$ 90
Hog	1				$ 30	$ 30
Alpaca	1				$ 30	$ 30
Subtotal Livestock	**115**	**-**	**-**	**$ -**	**$ 61,360**	**$ 61,360**
Other Exempt Properties						
Abstract	**Parcel Count**			**Assessed Valuation**		
Description	**Land**	**Bldg**	**Total**	**Land**	**Bldg**	**Total**
Church	30	30	30	$ 5,818,020	$ 13,552,750	$ 19,370,770
School	20	15	20	$ 7,963,710	$ 33,106,430	$ 41,070,140
County	354	43	354	$ 122,826,160	$ 21,056,510	$ 143,882,670
State	6	0	6	$ 547,200	$ -	$ 547,200
Federal	16	2	16	$ 105,742,120	$ 1,463,740	$ 107,205,860
Miscellaneous	6	9	9	$ 621,660	$ 1,340,030	$ 1,961,690
Open Area	44	0	44	$ 2,017,740	$ -	$ 2,017,740
Common Area	167	3	167	$ 2,244,550	$ 1,384,180	$ 3,628,730
Subtotal Exempt Properties	**643**	**102**	**643**	**$ 247,781,160**	**$ 71,903,640**	**$ 319,684,800**

PARCEL SUMMARY (Continued)

Exemptions						
Abstract	**Parcel Count**			**Assessed Valuation**		
Description	**Land**	**Bldg**	**Total**	**Land**	**Bldg**	**Total**
Head of Family	-	-	2,493	$ -	$ 4,980,140	$ 4,980,140
Veterans	-	-	614	$ -	$ 2,454,310	$ 2,454,310
Disabled Veterans	-	-	53	$ -	$ 8,681,010	$ 8,681,010
Limitation of Value	-	-	-	$ -	$ -	$ -
Subtotal Exemptions	**-**	**-**	**3,160**	**$ -**	**$ 16,115,460**	**$ 16,115,460**

2023 Total Parcels by Classification Summary		
Class	**Parcels**	**Valuation**
Residential	7,524	$ 943,536,320
Non-Residential	990	$ 132,796,450
Livestock	115	$ 61,360
Other Exempt Properties	643	$ 319,684,800
Exemptions	3,160	$ 16,115,460
Total Parcels and Net Taxable Value	**9,272**	**$1,060,278,670**

As of 09/24/2024-Reflects value after resolved Protests

SYSTEM DEVELOPMENT

System development consists of developing forms, manuals, and procedures for collecting and processing property characteristics, sales, income, and cost data.

Forms and Manuals

The Assessor's office maintains and electronically stores forms referred to as Property Record Cards for the purpose of valuing or reviewing properties. These forms contain property characteristics that are used to value property. Once the property data has been modified based on ongoing inspections and other data sources, the corrected data and sketches are uploaded to the CAMA system and the property information is automatically updated. This system can handle large volumes of parcels at any given time while eliminating double data entry and errors.

Valuation manuals have been created and serve as valuation and depreciation schedules for all taxable properties. Marshall & Swift Valuation Services is used to support our valuation models and to value special purpose properties to include some commercial property.

Data collection Sources

Appraisal staff first classify all parcels in Los Alamos County as residential or non-residential property. These two categories are then broken down into type, class, and grade as required by law and professional appraisal standards. Field review is performed to ensure correct classification and proper grade.

The data collection process is ongoing and includes field inspection for the required five-year physical inspection cycle[2]. Data collected through the gathering of market and economic data and of property characteristics are used as the basis for a detailed study of current market values. This applies

[2] State statute requires physical inspection every six years. Los Alamos, however, uses a five-year inspection cycle.

construction indices, cost schedules, depreciation tables, regression analysis, income and expense information, and valuation models to the data.

This data is obtained from sources such as:

1. Assessor's Property Records
2. Buyers and Sellers Questionnaires
3. Real Estate Brokers
4. Mortgage Companies
5. Builders
6. Property Managers
7. Building Permits
8. New Businesses

Field data is collected on each parcel in Los Alamos County in accordance with specifications set out by the data control and records staff, by personal inspections and aerial surveillance techniques.

Sales affidavits are required by statute to be filed with the County Assessor's office for all residential property sales or transfers. We also attempt to gather essential information to assist us in providing the most accurate valuations by requesting non-residential sales information as well as income and expense data. The Assessor's Office maintains a close working relationship with local title companies who, as an added service to their clients and the county, file the questionnaires with the Assessor's Office.

Quality control

Data is reviewed and tested to ensure consistency and accuracy before it is used for valuation. Supervisory personnel check the accuracy of the data collected and also conduct random re-inspections of sample properties. In addition, the current computer software used by the assessor's office has a quality control feature referred to as "versioning". This software provides an audit trail of changes made to a particular parcel. The system automatically records the person making a change, the work-station, and type of change, including the time, date, and the change made.

Data maintenance

Data maintenance is the process of capturing any changes in our parcel data resulting from property transfers, new construction, and demolitions. Recording of data, Building Permitting, Personal Property Tracking and Re-Inspections are four components of the data maintenance process.

Recording is the documentation of property transfers and subdivisions in the County Clerk's office. Copies of transfers and official recorded subdivisions are provided to the County Assessor for our parcel database using software in common with other departments of the County.

Building Permits filed with the Community Development Department are provided to the Assessor's Office by the tenth day of each month. All property owners are required to obtain a building permit for new construction, additions, re-models, or replacement of worn components such as roof coverings, siding, or windows. We receive monthly permits reports from the state Construction Industry Division.

There are essentially three types of building permits that are used to determine contributory value. They are referred to as New Dwelling Units, Additions and Re-models.

Los Alamos residential building types consist of the following:

- **Single Family** – single family unit.
- **Duplex –** two family units.
- **Tri – Plex –** Three family units.

- **Four – Plex –** Four family units.
- **Multi – Family –** More than four family units.
- **Townhouse End –** The first or last in a row of houses with common walls with ownership of land.
- **Townhouse Inside –** The middle unit in a row of houses with common walls with ownership of land.
- **Condominium –** A set of properties that are one parcel where each unit has an interest in the common area (s). These units are generally valued separately plus a percentage of the common interest of the value for the common area.

It should be noted that the assessor only applies the contributory value of the improvements to the property rather than the cost to build. For example, a new roof covering that cost $20,000 might only add $15,000 to the market value of a house.

A new addition will require field verifications of dimensions, condition, quality, and any other building attribute changes. These changes will ultimately affect the overall effective age of the structure.

Remodels on structures are usually internal. If we cannot gain access, we may have to rely on building permit data. On remodels, the area of remodel can be used to derive a percentage of the total area for calculating the new effective age. The condition and any attribute changes must also be corrected with the new values being entered in the value tracking software of the CAMA system.

All valuations derived from the building permits are considered new value and must be entered and tracked on the CAMA system as well as reported to the NM Department of Finance and Administration (DFA), as part of the allowable growth (yield control) for operations by governmental entities. DFA uses the new values in the tax rate setting process.

In addition to the permit tracking system, the assessor uses satellite and drone imagery and software and digital photographs to update information. The aerial photography software is capable of tracking changes from one fly-over period to the next.

Personal Property Tracking is the third component of the system. The Assessor's Office receives a listing from the Community Development Department of new businesses. For some purposes, the County Assessor's Office can access the utilities department database. Those new businesses that have not been on the tax roll are entered and a business personal property reporting questionnaire is mailed to the business.

Re-Inspection is the fourth component of a good data maintenance system. No matter how good a permit reporting and monitoring system is, unreported changes may occur. The Property Tax Division, in compliance with the standards of the International Association of Assessing Officers (IAAO) has directed assessors to implement a five- or six-year re-inspection cycle for this purpose. The Los Alamos County Assessor's office uses a five-year inspection cycle which contributes to more accurate assessments. There are over 9,000 parcels in Los Alamos County and approximately 1,800 parcels are inspected each year.

VALUATION INSPECTION/APPRAISAL AND VALUATION/MAINTENANCE PROGRAMS AND SCHEDULE

This is the core of the appraisal function. The Assessor revalues each property according to a statutory schedule, and mails Notices of Valuation (NOV) to the owners annually no later than April 1. All property is valued annually, including exempt property, in accordance with the International Association of Assessing Officers (IAAO) standards and regulations promulgated by the PTD in the New Mexico Administrative Code Chapter 3. Every parcel, regardless of classification, must be physically inspected at least every six years. Los Alamos is on a five-year "inspection and appraisal" cycle. That is, 20% of all parcels are physically inspected and appraised annually. The remaining 80% are revalued annually without inspection through our valuation/maintenance program. When changes have occurred, or new properties are recorded, those properties are valued in that year's five-year inspection/appraisal program. Both programs use the same mass appraisal modeling techniques (Computer Assisted Mass Appraisal or CAMA software) and hardware and draw on a common database; whether a property is in the inspection/appraisal or valuation/maintenance mode in a particular valuation year is indicated by a marker on its "property record."

Protests of property values, classification (residential or non-residential). or exempt status (see below) must be submitted within thirty days of the date of mailing of the Notice of Value.

The County Assessor must on or before June 15th certify the total county net taxable values to PTD so the NM Department of Finance and Administration may apply statutory "yield control" limits and set tax levies and rates. The certified values are adjusted to recognize that they may change after protests or actions for refund are decided.

In addition to valuing properties, the County Assessor is the custodian of all parcel information for the county. Although the parcel information maintained by the County Assessor is primarily used for property taxation purposes, this information is available to the public, county departments, and state and federal agencies and is accessible on our website.

Businesses requiring special technical expertise, including communication systems, pipelines, public utilities, airlines, and businesses operating in multiple counties are assessed separately by the PTD and incorporated into our valuation.

The Three Approaches to Valuation

There are three approaches to estimating fair market value that have been in use by American appraisers since the early 1900's. The three approaches to estimating value are sales comparison, cost, and income.

1. **Sales Comparison Approach**

The sales comparison approach derives a value estimate by comparing the property being appraised (subject property) to comparable properties that have recently sold. Because properties are rarely exactly alike, we must adjust the prices of comparable properties for dissimilar features. For example, if the subject property being appraised does not have a garage and a comparable property has a single car garage, a dollar amount must be subtracted from the comparable sale price to make the comparable property similar to the subject property. These amounts may be determined by local

market studies or from commercial cost manual tables based on market studies. All property sales are adjusted to January 1st of the current year.

The sales comparison approach works best when there are numerous and frequent sales of similar properties. We use this approach in the appraisal of single-family residential properties and vacant land. When sufficient and valid sales are available, this approach is the preferred valuation method for any type of property.

2. Cost Approach

The cost approach estimates the replacement cost new of improvements, less the estimated accrued depreciation plus the market value of land. Construction cost and depreciation schedules can be developed internally or obtained from industry resources such as Marshall & Swift.

3. Income Approach

The income approach requires an appraiser to capitalize net income of a property into an estimate of market value after allowable expenses.

The income approach is the preferred method to use when dealing with income-producing properties, because comparable sales data are rarely available for these properties. New Mexico does not require reporting income from commercial properties, but we can collect enough information from voluntary responses to questionnaires to make it work in most cases. Protests comprise opportunities to collect income data through the mandatory discovery process.

Mass Appraisal Models

Appraisal models can calculate valuations of thousands of properties. The models are calibrated with data extracted from local sales, handbooks, and questionnaires. All three approaches to value (sales comparison, cost, and income) can be modeled for mass appraisal as required. In addition, these models are linked to the GIS mapping system.

The models are implemented using Computer Assisted Mass Appraisal (CAMA) software. As with any modeling software, CAMA systems must be kept up to date and continually analyzed and calibrated for accuracy. A large part of the work of the Assessor's office is the collection, entry, and management of the data that feeds the CAMA system. Data is derived from personal inspection of properties, building permits, deeds, aerial surveillance by drones or satellite, questionnaires and interviews, realtors and real estate websites, and commercial financial and construction surveys, and sometimes from discovery pursuant to protest hearings.

Valuations in both programs, the five-year inspection/appraisal and the annual valuation/maintenance programs, are made with the same CAMA system and database. The difference is that in the database: for properties in the five-year program the data is confirmed or re-affirmed by personal inspection, review of permits and other means described above. Data in both programs can be adjusted by statistically derived parameters reflecting such things as market changes and neighborhood characteristics.

Los Alamos is unique in New Mexico in that we maintain an extensive database based on sales data that is used to calculate by multiple regression analysis the values associated with multiple characteristics of residential properties. This data feeds the CAMA system so that the mass appraisals done on the appraisal/inspection five-year cycle are based on market data and not on the easier but

less accurate cost approach. This leads to more accurate valuation estimates that approach sales prices with a minimum of ex-post facto modifications.

Valuation models are calibrated annually to adjust to current market trends and value as of January 1 of every tax year. Model calibration is the process of adjusting mass appraisal formulas, tables and schedules to the current market.

Valuation model development and creation for the different classes of taxable properties, as used in Los Alamos County, include:

- Land Models
  - Commercial Land
  - Residential Land
- Improvement Models
  - Apartment
  - Commercial
  - Condo/Townhome
  - Residential
  - Mobile
  - XFOB

The most common models and schedules are:

- Land valuation tables: these tables contain land values per unit, along with standard adjustments for topography, depth, site view and other locational features.
- Cost approach tables: these tables include base rates, per square-foot adjustments, and lump sum used to estimate replacement cost new. Associated tables include depreciation, time, location, and market adjustment factors.
- Sales comparison tables: includes market-adjusted tables that reflect current and local sales analysis.
- The income approach model: Income data collected is applied through modifiers. It is used on an individual basis for accurately valuing commercial property.

We have developed numerous Microsoft Excel templates to assist in the valuation of commercial income-producing properties to apply the income approach. These templates are essential in providing evidence before the Valuation Protest Board, in a professional and uniform manner.

The statutory special methods of valuation for the applicable classes of properties will be used. They consist of:

- Business Personal Property (NMSA 1978 7-36-33) reported to the assessor are those fixtures and equipment used in businesses, which were depreciated and reported to the IRS for the previous year.[3]

[3] Unlike IRS, New Mexico limits depreciation to 12.5% of initial cost.

- When valuing livestock, the livestock values are derived from the livestock industry via the Property tax Division. Since the Property Tax Division establishes the livestock values, they are responsible for defending those valuations in case of a value protest. Los Alamos currently does not have agricultural land on its tax roll.

- Manufactured homes are classified as residential and subject to a special method of valuation as stated in NMSA 1978 7-36-26. The cost approach to value is used to determine cost new less depreciation. A manufactured home is taxed as real property if it is permanently affixed to the land and certain other criteria are met as outline in NMAC part 14.12.2 and NMSA 7-36-26, regulation 3.6.5.33. Manufactured homes not permanently affixed to the land must annually register with the NM Motor Vehicle Division.

The limitation of value applied to residential property required by NMSA 1978 7-36-21.2 and 21.3 will be enforced by the assessor and is monitored by the Property Tax Division annually to ensure compliance with the law.

Valuation initially involves market analysis, model development, model calibration, and calculations of preliminary values. A ratio study then evaluates the accuracy and consistency of values.

Improvements made to residential properties in the prior tax year and any omitted improvements from prior tax years are valued according to their contributory values as indicated by market data.

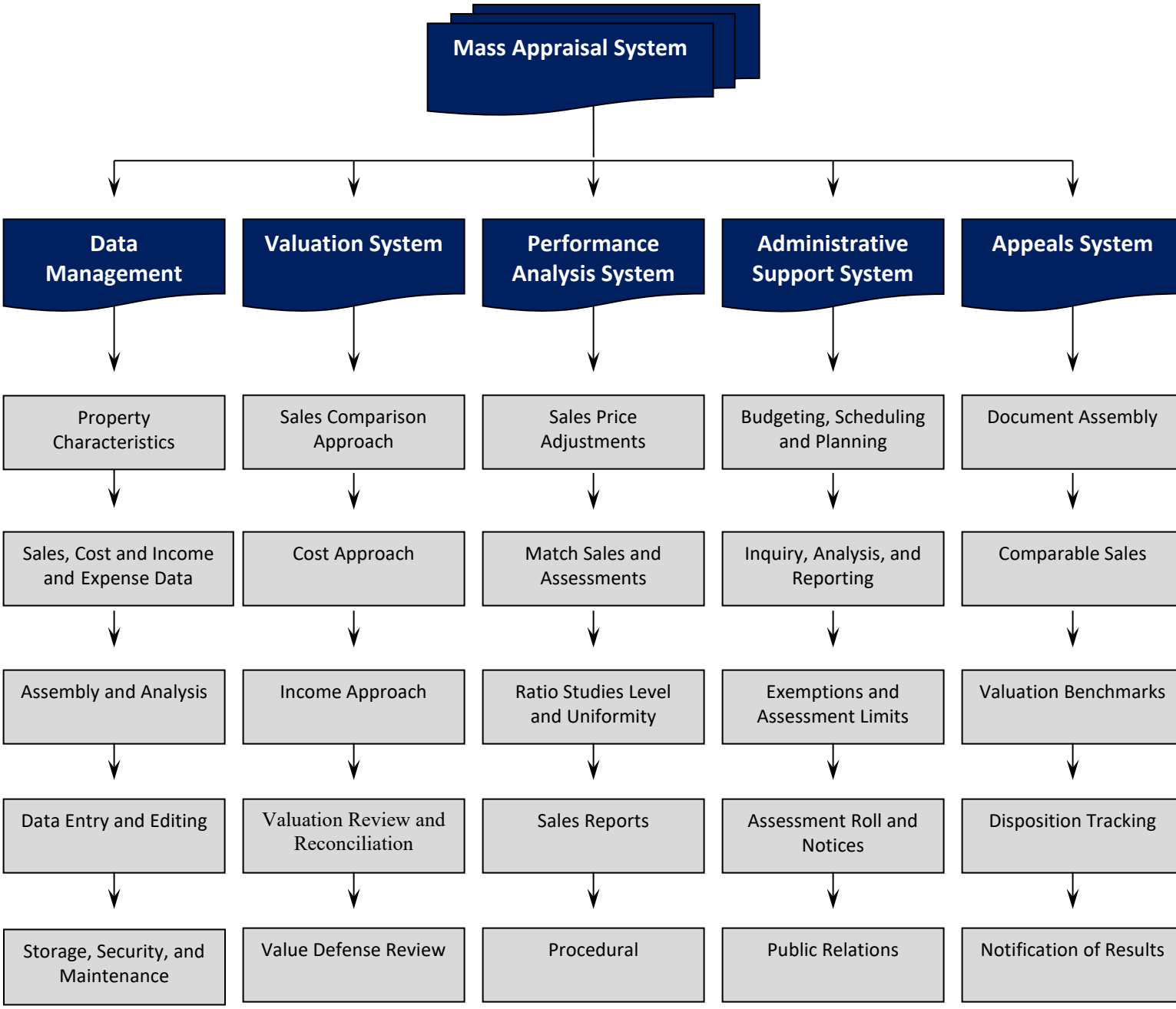
The type and amount of available exemptions are:

- **Head of Family** (NMSA 1978 7-37-4), $2,000 off the net taxable value.
- **Veteran** (NMSA 1978 7-37-5), $10,000 maximum off the net taxable value per veteran in tax year 2025 and subsequent years.
- **Disabled Veteran** (NMSA 1978 7-37-5.1), totally exempted from paying property taxes.
- **Veterans' Organization** (NMSA 1978 7-37-5.3), totally exempted from paying property taxes.
- **Charitable/Education and Churches** (NMSA 1978 7-36-7), totally exempted from paying property taxes.
- Federal, State, Schools, County, and Municipal owned property are exempted from property taxation

In addition to exemptions, there are also limitations on residential property owned by low-income taxpayers over sixty-five (65) years of age, or disabled. Currently, any taxpayer whose modified gross income does not exceed $42,900 for the prior year may qualify for this limitation in value increase on their primary single-family residence.

Regulation 3.6.5.41, Market Value of Affordable Housing, was enacted in 2009, allowing individual taxpayers to apply for special method of valuation on affordable housing. The regulation allow for affordable housing subsidies and/or accrued interest to be deducted from a property's market value therefore reducing the property valuation and, in turn, might lower the property tax bill.

COMPONENTS OF A MASS APPRAISAL SYSTEM



4 Property Assessment Valuation 2nd addition

Testing And Refinement

Before notices of value are mailed values must be tested and, if necessary, refined (modified) to ensure fairness and accuracy. Sales ratio studies are used to gauge the level and uniformity of the reappraised property. The process of testing is to compare the assigned market values to known sales then determine if they are within accepted statutory and appraisal standards described on pages 13 - 14.

If refinement is required, then calibration is done on the specific model to meet standards.

NOTIFICATION AND VALUATION DEFENSE

Notice of Value (NOV)

A preliminary change of value report will be generated and reviewed the first week of February. Notices of valuation will then be mailed to all property owners on or before April 1st. Information contained in the NOV is governed by NMSA 7-38-20. These notices will show the value for property taxation purposes, taxable value, the classification(s) of the parcel, assessed value of the current and prior year, prior year tax amount and prior year tax rate. The notices will also contain information regarding claiming of exemptions, reporting requirements, procedures to file a valuation protest and a brief explanation on how to calculate your estimated taxes. Our office is adding the fair market value for 2025.

Protest Remedies

It is the policy and goal of the Los Alamos County Assessor's Office that all assessments be fair, equitable, correct, and current. Property owners are encouraged to contact the assessor's office if they have questions concerning an assessment or feel the assessment is incorrect. No property owner should pay more tax than what is legally required.

There are two times per tax year when taxpayers may elect to file a protest:

1) Filing a **petition of protest** with the county assessor no later than thirty days after the mailing of the notice of value, or
2) Filing a **claim for refund**, in the district court, after paying the first installment of taxes due.

A petition of protest and claim for refund cannot both be filed in the same year for the same property.

Electing to file a protest through option one, is less costly. Property owners may protest assessed values, classification, allocation of value to a governmental taxing unit, denial of exemptions or limitation on increase in value determined by the county assessor. If a property owner believes their assessment is in excess of market value, the first thing to do is to talk to a representative in the assessor's office. The best time to do this is within thirty days of the mailing of the NOV's. After this time it becomes increasingly difficult and costly to change an assessment.

Informal Hearings

The process of a property valuation review in response to a property valuation protest has two parts. The first is to provide a procedural method of reviewing assessments so any inaccuracies may be corrected, without the property owner having to file a protest. The other is to have the protest heard before an independent Valuation Protest Board. A protest must be filed within 30 days after the mailing of the NOV. A hearing must be held within 180 days after the filing.

A review before the filing deadline allows for the re-examination of assessments by the assessor to correct and clarify any discrepancies in the individual assessments.

If an inquiry cannot be resolved quickly, filing a protest extends the time for resolution from 30 days to 180 days. Once a protest is filed, appraisal staff will conduct an informal hearing. If the taxpayer is not satisfied with the results of the informal hearing, a formal hearing will be scheduled before the independent Los Alamos Valuation Protest Board.

A protest petition must be filed and will be tracked until the dispute is completely resolved. Protest petitions must contain the property owner's name, address and a description of the property. The petitioner must state why the owner believes the value, classification; allocation of value, claim for exemption, or the limitation of value determined by the county assessor is incorrect, with supporting evidence, and what item(s) are not being protested. Petition forms are available at the county assessor's office and on the Los Alamos County Assessor's website.

After receiving a petition, the assessor will set up an informal hearing with the property owner. The informal hearing is off the record where data is exchanged and verified. During or before this meeting, the property owner should review their own and the assessor's property data to be sure that the information listed is correct. The assessor will provide the property owner with copies of relevant information from the files of the office.

The assessor will explain the method(s) used in determining assessment. Any pertinent data assembled by the property owner should be presented at this hearing. The goal of a protestant at this informal process should be:

1) To verify all information on their property is correct
2) to make sure they understand how their assessed value or other taxing attributes were determined,
3) to be sure that they understand the protest procedure and how the assessor's office can help them if they want to proceed with a formal protest.

If a change of value is warranted, the protestant will be notified of the change. Pursuant to state statute the assessor's values are presumed to be correct and the protestant has the burden of overcoming that presumption.

Formal Hearings

If a protestant chooses to continue with their protest, the assessor must schedule a formal hearing before the Los Alamos County Valuation Protest Board. Property owners will be notified by certified mail of the date, time, and location of the formal protest hearing. An Order of No Show will be filed if the taxpayer or a representative of the taxpayer fails to appear at the hearing without reasonable justification.

Board hearings are typically scheduled in September. The Los Alamos Chief Deputy Assessor, Chief Appraiser, and Appraiser will defend the County Assessor's valuations.

The Valuation Protest Board is an independent board which hears protests of assessments used for determining property taxes. The board consists of two qualified volunteers appointed by the county council for two-year terms, and a property appraisal officer employed by the NM Taxation and Revenue Department who serves as the chairperson of the board. To ensure independence, the Assessor's Office must not participate in the selection of members.

All protests must be decided within 180 days of the date on which the protest was filed unless the parties agree otherwise.

The property owner or the county assessor has the option to appeal the board's decision in district court. The appellant will bear all costs associated with this appeal. Appeals by or against the County Assessor are litigated by the County Attorney's Office.

For the 2024 tax year there were 31 property valuation protests filed in Los Alamos County. Of those protests, 22 were residential and 9 were non-residential. 30 protests were resolved through informal hearings with the sole remaining heard before the Valuation Protest Board. The total revenue savings in tax dollars for all entities who receive revenue from the property tax is estimated at approximately $200,000.

Refund Claims

The alternate method of protest is to file a claim for refund in District Court. Claims must be filed against the county assessor no later than the sixtieth day after the due date for the first installment of the tax that is subject to a claim of refund. Payment of all taxes due in accordance with the tax bill must be made prior to the delinquency date before filing for a claim for refund. The payment is held in a suspense fund until the claim is resolved. The action must state the basis for the refund claim, the amount of the refund to which the owners believe they are entitled, and amounts paid. Property owners or the county may appeal final decisions or orders from a district court. The County Assessor is represented by the County Attorney.

Once the courts have determined the amount of refund, if any, the county treasurer will make the appropriate change to the tax records and issue the refund amount ordered by the court plus interest.

LOS ALAMOS CHARACTERISTICS AND RESULTS

During the last several years, Los Alamos County has experienced a very active real estate market. We have adjusted our valuation models appropriately to reflect current and correct market values. Although our calculated fair market values of real estate have been adjusted, most of the residential *full values* will not show this change on their Notice of Value because of the 3% limit on increases in the full value on residential property. The market has been rising faster than 3% per year and we are anticipating that the real estate market will continue to increase, and property assessments will follow, but be limited by the 3% statutory cap. The effect of the cap is striking: the median residential sales price in 2024 was $610,000, the median full value (after adjusting sales price for the accumulated 3% caps) was $380,000.

APPENDIX

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I. PARCEL AND STATISTICAL DATA*

Population (2020 Census est.): 19,369

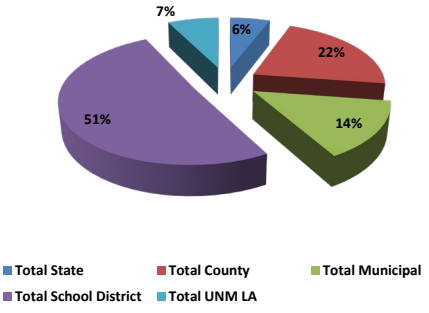
Land Area (Sq. Mi.): 109

Parcels:	**2024**	**2023**	**Change**
Residential	7,524	7,495	29
Non-Residential	990	1013	-23
Livestock	115	125	-10
Exempt Properties	643	643	0
Total	9,272	9,276	-4

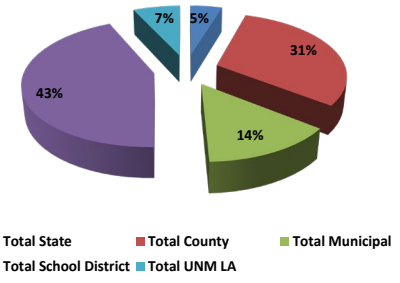
Sales Ratios (assessed value/sale price):	**2024**	**2023**	**Standard**
Mean	98.51%	98.80%	90-110%
Median	99.08%	99.26%	90-110%
Weighted Mean	98.89%	98.99%	90-110%
Standard Deviation	5.0%	4.0%	<20%
Coefficient of Dispersion	3.58%	3.41%	<15%
Coefficient of Variance	4.60%	4.12%	<20%
Price Related Differential	1.00%	1.00%	98-103%

Tax Rates:	**Residential**			**Non-Residential**		
	2024	**2023**	**Change**	**2024**	**2023**	**Change**
Total State	1.360	1.360	-	1.360	1.360	-
Total County	5.084	5.250	-0.166	8.850	8.850	-
Total Municipal	3.419	3.531	-0.112	3.998	3.998	-
Total School Dist.	11.962	12.067	-0.570	12.506	12.506	-
UNM LA Branch	1.738	1.795	-0.020	2.000	2.000	-
Total	23.563	24.003	-0.440	28.714	28.714	-

2024 Residential Tax Rate



2024 Non-Residential Tax Rate



	2024	**2023**	**Change**
Net Taxable Value:	$1,060,278,670	$990,764,592	$69,514,078
New Construction:	$10,130,880	$7,648,840	$2,593,900
Property Tax Revenue:**	$26,002,627	$24,852,738	$1,149,889
FY Assessor Budget Adopted:	$971,649 FY 25	$1,005,019 FY 24	-$33,370
Staff Size: *(Excluding Assessor)*	7.00 (FTE's)	7.00 (FTE's)	-

Values and Parcel Counts as of September 2024 Tax Rollover

II. Los Alamos Five Year Summaries

Single Family Units Sales					
Tax Years	**2020**	**2021**	**2022**	**2023**	**2024**
Median Sales Price	$412,000	$416,250	$486,500	$551,000	$610,000
Sales Price / Sq. Ft.	$211.00	$231.48	$260.00	$286.00	$299.77
# of Sales	402	373	376	277	298

Single Family Units Assessed Values					
Tax Year	**2020**	**2021**	**2022**	**2023**	**2024**
Median Assessment	$270,840	$318,445	$337,160	$360,000	$380,090
Assessment / Sq. Ft.	$140.00	$152.00	$158.00	$170.00	$180.13
# of Permits	835	805	552	650	590
New Construction Value	$5,179,170	$8,045,060	$7,648,840	$ 11,260,150	$ 10,130,880

Total Parcel Summary*					
Tax Year	**2020**	**2021**	**2022**	**2023**	**2024**
Total Residential Parcels	7,397	7,450	7,483	7,495	7,524
Total Non-Residential	2,019	2,019	1,831	1,781	990
Total Residential & Non Res.	**9,416**	**9,469**	**9,314**	**9,276**	**9,272**

Personal Property Valuation					
Tax Year	**2020**	**2021**	**2022**	**2023**	**2024**
Personal Property Valuation	$8,864,770	$9,112,460	$8,438,900	$7,611,670	$7,292,750
Livestock Valuation	$64,250	$67,270	$67,710	$64,210	$61,360
Total Valuation	**$8,929,020**	**$9,179,730**	**$8,506,610**	**$7,675,880**	**$7,354,110**

Los Alamos Five Year Summaries (continued)

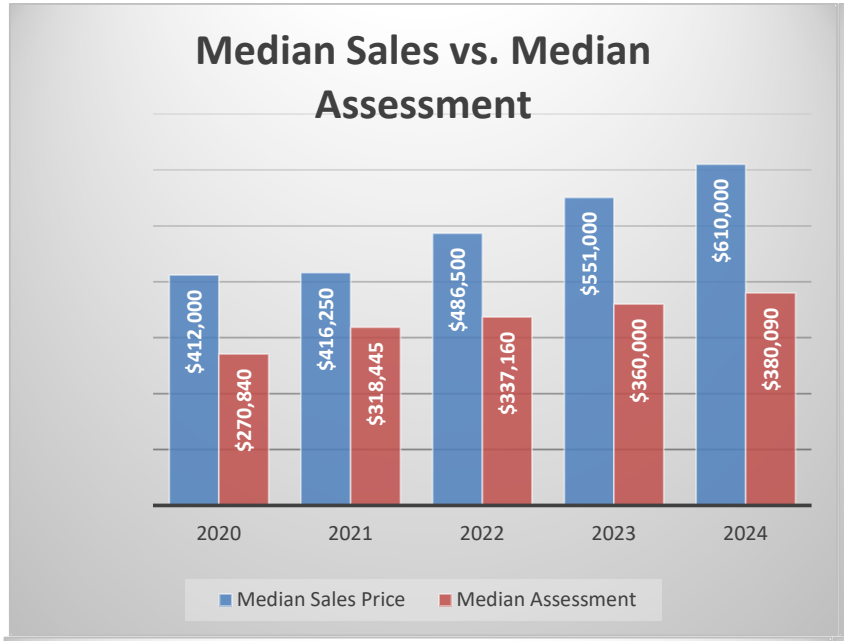
Manufactured Homes					
Tax Year	**2020**	**2021**	**2022**	**2023**	**2024**
Mobile Home Residential Value	$2,502,120	$2,266,640	$2,305,940	$2,429,800	$2,415,850
Mobile Home Non-Res. Value	$31,990	$31,990	$31,990	$22,360	$22,600
Total M.H. Valuation	**$2,534,110**	**$2,298,630**	**$2,337,930**	**$2,452,160**	**$2,438,450**
Los Alamos					
Residential Value	$482,616,230	$510,608,180	$540,597,790	$580,922,360	$617,470,890
Non-Residential Value	$104,822,910	$101,070,520	$108,015,950	$113,376,400	$114,142,900
State Assessed Value	$4,032,280	$4,084,360	$4,151,620	$4,162,780	$6,761,850
Total Los Alamos	**$587,439,140**	**$611,678,700**	**$648,613,740**	**$694,298,760**	**$731,613,790**
White Rock					
Residential Value	$234,532,540	$251,365,410	$268,732,190	$290,223,680	$310,064,900
Non-Residential Value	$12,308,180	$11,923,990	$11,709,090	$11,741,690	$11,776,770
Total White Rock	**$246,840,720**	**$263,289,400**	**$280,441,280**	**$301,965,370**	**$321,841,670**
Total County**	**$834,279,860**	**$874,968,100**	**$929,055,020**	**$996,264,130**	**$1,053,455,460**
Percentage growth in valuation	4.38%	4.88%	6.18%	7.23%	5.74%

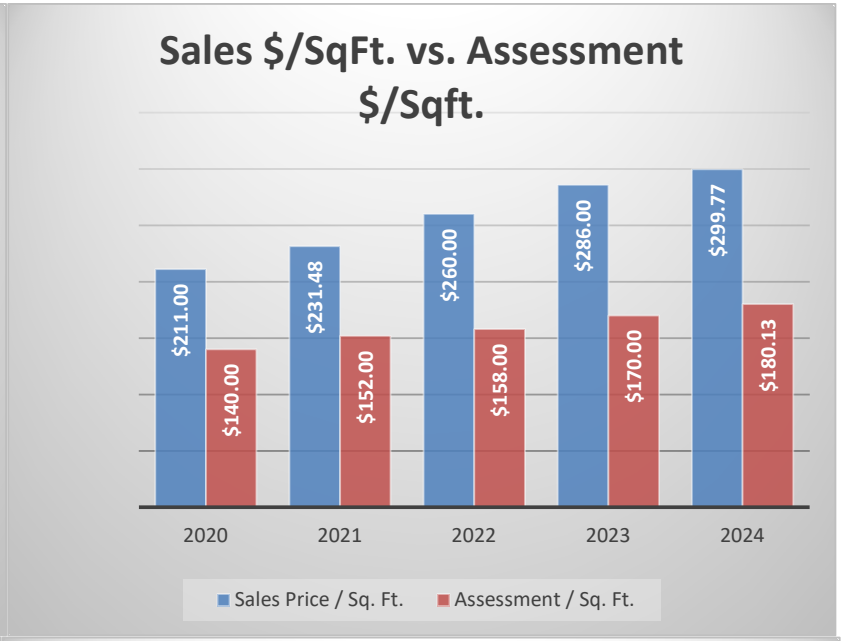
***Values reflective as of September*

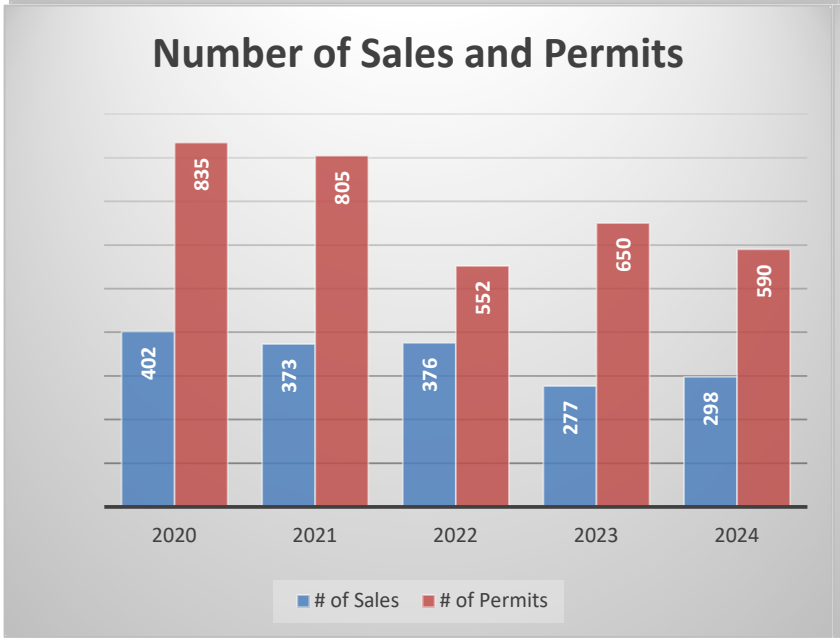
Exemptions					
Tax Year	**2020**	**2021**	**2022**	**2023**	**2024**
Head of Household	2,368	2,404	2,490	2,476	2,493
Veterans	628	636	634	604	614
Disabled Veterans	32	33	33	42	53
Age 65 & Low Income	8	8	8	-	-
Total Exemption Value	$10,977,760	$11,465,930	$11,778,890	$13,522,600	$16,115,460

Tax Rates					
Tax Year	**2020**	**2021**	**2022**	**2023**	**2024**
Residential	24.532	24.077	24.157	24.003	23.563
Non-Residential	28.590	28.712	28.714	28.714	28.714

Property Tax Revenue					
Tax Year	**2020**	**2021**	**2022**	**2023**	**2024**
Total County (all entities)	$20,997,095	$21,707,411	$23,335,843	$24,852,738	$26,002,628
State Assessed Portion	$115,283	$117,270	$119,209	$119,530	$194,160
County / City Portion	$8,083,507	$8,233,544	$8,660,571	$9,377,290	$9,787,052
Percentage growth in tax $'s	4.05%	3.38%	7.50%	6.50%	4.63%


Median Sales vs. Median Assessment
$412,000
$270,840
$416,250
$318,445
$486,500
$337,160
$551,000
$360,000
$610,000
$380,090
2020
2021
2022
2023
2024
Median Sales Price
Median Assessment


Sales $/SqFt. vs. Assessment $/Sqft.
$211.00
$140.00
$231.48
$152.00
$260.00
$158.00
$286.00
$170.00
$299.77
$180.13
2020
2021
2022
2023
2024
Sales Price / Sq. Ft.
Assessment / Sq. Ft.


Number of Sales and Permits
402
835
373
805
376
552
277
650
298
590
2020
2021
2022
2023
2024
# of Sales
# of Permits


Residential and Non-Residential Rates
24.532
28.590
24.077
28.712
24.157
28.714
24.003
28.714
23.563
28.714
2020
2021
2022
2023
2024
Residential
Non-Residential

III. Ranking of Counties by Net Valuation

County	Class	Population		2021	2022	2023	2024	Value				
		2010	2020	Valuation	Valuation	Valuation	Valuation	% Chg.	2021	2022	2023	2024
Lea *	B+	64,727	71,070	$7,334,490,186	$15,189,711,511	$24,665,031,711	$21,901,067,377	-12.62%	3	2	1	1
Bernalillo	A	662,564	679,121	$18,083,658,618	$19,184,705,799	$20,123,541,299	$21,181,430,328	4.99%	1	1	3	2
Eddy*	B+	53,829	58,460	$6,910,821,635	$13,636,209,950	$21,488,800,299	$18,155,618,189	-18.36%	4	3	2	3
Santa Fe	A	144,170	150,358	$8,010,591,912	$8,678,909,160	$9,428,458,790	$10,024,155,835	5.94%	2	4	4	4
Dona Ana	A	209,233	218,195	$4,918,206,671	$5,209,506,961	$5,603,144,325	$5,959,211,662	5.98%	5	5	5	5
Sandoval*	A	131,561	146,748	$4,055,325,049	$4,559,960,857	$5,041,988,393	$5,851,843,289	13.84%	6	6	6	6
San Juan*	A	130,044	123,958	$3,535,248,018	$3,888,138,776	$4,566,516,573	$4,357,247,100	-4.80%	7	7	7	7
Valencia	B+	76,569	76,688	$1,641,348,078	$1,742,886,866	$1,896,391,516	$2,130,441,471	10.99%	8	8	8	8
Taos	B+	32,937	32,723	$1,600,926,590	$1,665,492,477	$1,770,934,308	$1,818,514,799	2.62%	9	9	9	9
Lincoln	B+	20,497	19,572	$1,433,785,137	$1,515,805,900	$1,676,714,893	$1,713,687,588	2.16%	10	10	11	10
Chaves*	B+	65,645	64,615	$1,349,936,476	$1,472,643,117	$1,544,749,822	$1,602,512,762	3.60%	11	11	12	11
Otero	B+	63,797	67,490	$1,286,262,873	$1,366,466,217	$1,459,191,677	$1,564,050,009	6.70%	12	13	13	12
Rio Arriba*	B+	40,246	38,921	$1,024,722,376	$1,383,748,861	$1,750,621,452	$1,563,638,706	-11.96%	13	12	10	13
Curry	B+	48,376	48,954	$988,698,971	$1,007,854,136	$1,081,612,345	$1,161,170,773	6.85%	14	14	14	14
Los Alamos	H	17,950	19,369	$869,720,715	$921,400,832	$990,764,592	$1,056,129,213	6.19%	15	15	15	15
Grant**	B+	29,514	26,998	$801,803,791	$829,059,547	$852,304,320	$901,589,763	5.47%	16	16	16	16
McKinley*	B+	71,492	71,367	$724,343,853	$744,939,419	$747,356,341	$736,714,880	-1.44%	17	17	17	17
Colfax*	B+	13,750	11,941	$649,835,749	$696,642,835	$733,089,903	$734,803,848	0.23%	20	18	18	18
San Miguel	B+	29,393	27,777	$662,470,192	$691,093,208	$709,112,407	$733,744,556	3.36%	19	19	19	19
Roosevelt*	B-	19,846	18,500	$626,210,347	$654,334,597	$687,643,475	$669,922,145	-2.65%	21	20	20	20
Luna	B+	25,095	23,709	$663,050,728	$643,478,227	$661,498,087	$666,233,942	0.71%	18	21	21	21
Torrance	B-	16,383	15,461	$412,614,845	$496,506,454	$531,052,373	$546,036,065	2.74%	22	22	22	22
Cibola	B-	27,213	26,675	$355,216,932	$381,141,547	$375,651,494	$409,328,535	8.23%	23	23	23	23
Sierra	B-	11,988	10,791	$333,793,084	$351,936,213	$352,005,616	$388,703,151	9.44%	24	24	24	24
Socorro	B-	17,866	16,637	$296,120,558	$321,242,644	$346,250,963	$358,763,750	3.49%	25	25	25	25
Quay*	B-	9,041	8,253	$234,165,630	$252,914,972	$258,080,936	$264,317,024	2.36%	26	26	26	26
Guadalupe	B-	4,687	4,300	$184,750,839	$188,618,260	$192,918,619	$200,990,093	4.02%	28	27	27	27
Hidalgo	B-	4,894	4,198	$189,843,460	$187,495,008	$191,799,432	$195,479,551	1.88%	27	28	28	28
Union*	B-	4,549	4,059	$170,214,673	$176,102,033	$189,071,209	$189,637,608	0.30%	29	29	29	29
Mora	B-	4,881	4,521	$152,897,602	$159,220,978	$163,914,489	$170,400,942	3.81%	30	30	30	30
Catron	B-	3,725	3,527	$135,880,418	$145,165,440	$145,161,108	$158,096,124	8.18%	31	31	31	31
De Baca	C1+	2,022	1,748	$95,949,994	$97,735,982	$104,567,785	$103,822,777	-0.72%	32	32	32	32
Harding*	C1+	695	625	$65,910,842	$76,493,842	$80,841,032	$77,331,418	5.38%	33	33	33	33

* Includes oil and gas ** includes copper production

Source: NM Department of Finance and Administration.

IV. Comparison of Counties by the Rates in Descending Order

COMPARISON OF COUNTIES BY THE RESIDENTIAL RATES IN DESCENDING ORDER										
						2024 Residential Rates				
Rank	County	Class	2020 Population	2024 Valuation	Principle Municipality	County Only	City Only	County & City Only	Percentage of Total	Total Rate
1	Bernalillo	A	679,121	$18,155,618,189	Albuquerque	8.404	11.146	19.550	40.51%	48.260
2	Valencia	B+	76,688	$358,763,750	Los Lunas	7.52	8.191	15.711	40.10%	39.180
3	Socorro	B-	16,637	$358,763,750	Socorro	11.108	5.445	16.553	42.54%	38.915
4	Mc Kinley	B+	71,367	$736,714,880	Gallup	7.200	8.376	15.576	41.55%	37.491
5	Cibola	B-	26,675	$2,130,441,471	Grants	8.951	4.718	13.669	39.80%	34.347
6	Sandoval	A	146,748	$5,851,843,289	Bernalillo	6.985	3.019	10.004	29.58%	33.816
7	Taos	B+	32,723	$1,818,514,799	Taos	6.202	2.727	8.929	27.66%	32.278
8	San Miguel	B+	27,777	$733,744,556	Las Vegas	5.647	6.933	12.580	40.45%	31.097
9	Lea	B+	71,070	$21,901,067,377	Lovington	6.919	3.62	10.539	34.24%	30.783
10	Dona Ana	A	218,195	$5,959,211,662	Las Cruces	9.110	8.666	17.776	58.36%	30.459
11	Sierra	B-	10,791	$388,703,151	T or C	10.453	6.009	16.462	54.28%	30.329
12	Lincoln	B+	19,572	$1,602,512,762	Ruidoso	7.85	6.845	14.695	48.88%	30.066
13	San Juan	A	123,958	$4,357,247,100	Aztec	7.020	4.612	11.632	39.57%	29.396
14	Guadalupe	B-	4,300	$200,990,093	Santa Rosa	9.308	4.539	13.847	47.69%	29.036
15	Union	B-	4,059	$189,637,608	Clayton	9.742	4.918	14.660	52.80%	27.765
16	Rio Arriba	B+	38,921	$1,713,687,588	Espanola	6.897	3.426	10.323	37.40%	27.598
17	Quay	B-	8,253	$264,317,024	Tucumcari	10.799	3.892	14.691	53.67%	27.373
18	Chaves	B+	64,615	$1,564,050,009	Roswell	5.306	6.617	11.923	43.85%	27.193
19	Luna	B+	23,709	$666,233,942	Deming	10.806	6.579	17.385	64.39%	27.000
20	Colfax	B+	11,941	$734,803,848	Cimarron	9.525	5.9	15.425	59.37%	25.979
21	Eddy	B+	58,460	$21,181,430,328	Carlsbad	5.459	4.709	10.168	39.61%	25.672
22	Otero	B+	67,490	$1,563,638,706	Alamogordo	6.641	6.787	13.428	52.88%	25.391
23	Roosevelt	B-	18,500	$669,922,145	Portales	10.287	4.161	14.448	56.97%	25.361
24	De Baca	C1+	1,748	$103,822,777	Ft. Sumner	10.319	1.948	12.267	48.60%	25.241
25	Curry	B+	48,954	$1,161,170,773	Clovis	9.697	4.6	14.297	57.06%	25.054
26	Torrance	B-	15,461	$546,036,065	Estancia	12.041	2.322	14.363	57.99%	24.767
27	Hidalgo	B-	4,198	$195,479,551	Lordsburg	10.481	2.843	13.324	55.89%	23.839
28	**Los Alamos**	**H**	**19,369**	**$1,056,129,213**	**Los Alamos**	**5.084**	**3.419**	**8.503**	**36.09%**	**23.563**
29	Santa Fe	A	150,358	$10,024,155,835	Santa Fe	7.44	1.877	9.317	40.75%	22.861
30	Catron	B-	3,527	$158,096,124	Reserve	11.85	2.225	14.075	72.18%	19.501
31	Harding	C1+	625	$77,331,418	Roy	8.577	1.402	9.979	53.77%	18.558
32	Grant	B+	26,998	$901,589,763	Silver City	8.077	2.805	10.882	59.81%	18.195
33	Mora	B-	4,521	$170,400,942	Mora	9.7	0	9.700	54.54%	17.785

Comparison of Counties by the Non-Residential Rates in Descending Order

COMPARISON OF COUNTIES BY THE NON-RESIDENTIAL RATES IN DESCENDING ORDER										
						2024 Non-Residential Rates				
Rank	County	Class	2020 Population	2024 Valuation	Principle Municipality	County Only	City Only	County & City Only	Percentage of Total	Total Rate
1	Bernalillo	A	679,121	$18,155,618,189	Albuquerque	12.214	11.520	23.734	43.04%	55.141
2	Valencia	B+	76,688	$2,130,441,471	Los Lunas	12.092	8.244	20.336	46.06%	44.150
3	Mc Kinley	B+	71,367	$736,714,880	Gallup	11.850	8.734	20.584	48.16%	42.745
4	Socorro	B-	16,637	$358,763,750	Socorro	12.684	5.536	18.220	43.51%	41.874
5	Taos	B+	32,723	$1,818,514,799	Taos	11.850	4.225	16.075	40.69%	39.502
6	San Miguel	B+	27,777	$733,744,556	Las Vegas	11.850	7.650	19.500	50.18%	38.859
7	Lea	B+	71,070	$21,901,067,377	Lovington	10.600	5.590	16.190	42.30%	38.273
8	Cibola	B-	26,675	$409,328,535	Grants	11.850	5.055	16.905	44.28%	38.175
9	Rio Arriba	B+	38,921	$1,713,687,588	Espanola	13.343	7.650	20.993	55.18%	38.048
10	Sandoval	A	146,748	$5,851,843,289	Bernalillo	8.339	4.911	13.250	35.02%	37.840
11	San Juan	A	123,958	$4,357,247,100	Aztec	8.500	6.741	15.241	44.57%	34.198
12	Dona Ana	A	218,195	$5,959,211,662	Las Cruces	11.931	9.167	21.098	61.91%	34.078
13	Guadalupe	B-	4,300	$200,990,093	Santa Rosa	11.850	4.938	16.788	51.20%	32.788
14	Quay	B-	8,253	$264,317,024	Tucumcari	11.154	7.650	18.804	57.39%	32.767
15	Otero	B+	67,490	$1,563,638,706	Alamogordo	11.629	8.686	20.315	62.17%	32.677
16	Sierra	B-	10,791	$388,703,151	T or C	11.850	6.667	18.517	57.02%	32.477
17	Santa Fe	A	150,358	$10,024,155,835	Santa Fe	13.979	3.591	17.570	54.55%	32.207
18	Chaves	B+	64,615	$1,564,050,009	Roswell	9.678	6.510	16.188	51.27%	31.577
19	Colfax	B+	11,941	$734,803,848	Cimarron	11.850	7.583	19.433	64.43%	30.162
20	Eddy	B+	58,460	$21,181,430,328	Carlsbad	7.500	5.887	13.387	44.69%	29.957
21	Union	B-	4,059	$189,637,608	Clayton	11.850	4.627	16.477	55.50%	29.688
22	Lincoln	B+	19,572	$1,602,512,762	Ruidoso	9.935	4.858	14.793	50.49%	29.296
23	Los Alamos	H	19,369	$1,056,129,213	Los Alamos	8.85	3.998	12.848	44.74%	28.714
24	Luna	B+	23,709	$666,233,942	Deming	**11.850**	6.584	18.434	65.72%	28.049
25	Roosevelt	B-	18,500	$669,922,145	Portales	11.850	4.695	16.545	59.89%	27.625
26	Hidalgo	B-	4,198	$195,479,551	Lordsburg	11.850	3.225	15.075	58.77%	25.650
27	Torrance	B-	15,461	$546,036,065	Estancia	12.041	2.750	14.791	58.72%	25.188
28	De Baca	C1+	1,748	$103,822,777	Ft. Sumner	9.918	2.225	12.143	48.39%	25.095
29	Grant	B+	26,998	$901,589,763	Silver City	13.016	3.825	16.841	69.09%	24.376
30	Curry	B+	48,954	$1,161,170,773	Clovis	9.236	4.368	13.604	56.41%	24.115
31	Mora	B-	4,521	$170,400,942	Mora	13.820	0.000	13.820	61.25%	22.565
32	Harding	C1+	625	$77,331,418	Roy	10.850	2.225	13.075	60.94%	21.455
33	Catron	B-	3,527	$158,096,124	Reserve	9.531	2.041	11.572	68.08%	16.998

V. New Mexico County Operating Imposed and Remaining Authority Local Property Tax Rates Report Counties

New Mexico County Operating Imposed and Remaining Authority
2022 Tax Year - All Counties**

Rank	County	Residential	Nonresidential	Ad Valorem Production & Equipment	Imposed Operating Rate	Remaining Authority[1]
1	Catron	11.303	11.850	N/A	11.850	0.000
2	Cibola	8.943	11.850	N/A	11.850	0.000
3	Colfax	9.611	11.850	11.850	11.850	0.000
4	De Baca	10.129	9.533	N/A	11.850	0.000
5	Dona Ana	9.172	11.850	N/A	11.850	0.000
6	Grant	6.650	11.850	N/A	11.850	0.000
7	Guadalupe	9.282	11.850	N/A	11.850	0.000
8	Hidalgo	9.833	11.850	N/A	11.850	0.000
9	Luna	10.497	11.850	N/A	11.850	0.000
10	McKinley	6.942	11.850	11.850	11.850	0.000
11	Mora	7.445	11.850	N/A	11.850	0.000
12	Otero	6.887	11.850	N/A	11.850	0.000
13	Quay	11.850	11.850	11.850	11.850	0.000
14	Rio Arriba	5.295	11.634	11.850	11.850	0.000
15	Roosevelt	10.572	11.850	11.850	11.850	0.000
16	San Miguel	5.538	11.850	N/A	11.850	0.000
17	Santa Fe	5.484	11.791	N/A	11.850	0.000
18	Sierra	10.677	11.850	N/A	11.850	0.000
19	Socorro	9.878	11.850	N/A	11.850	0.000
20	Taos	6.200	11.850	N/A	11.850	0.000
21	Torrance	11.850	11.850	N/A	11.850	0.000
22	Valencia	7.020	11.850	N/A	11.850	0.000
23	Lincoln	8.064	11.433	N/A	11.600	0.250
24	Harding	8.613	10.615	10.850	10.850	1.000
25	Bernalillo	7.011	10.750	N/A	10.750	1.100
26	Lea	7.055	10.600	10.600	10.600	1.250
27	Chaves	5.400	10.350	10.350	10.350	1.500
28	Sandoval	6.170	10.350	10.350	10.350	1.500
29	Curry	9.850	9.850	N/A	9.850	2.000
30	Union	7.053	9.150	9.150	9.150	2.700
31	Los Alamos	5.308	8.850	N/A	8.850	3.000
32	San Juan	7.141	8.500	8.500	8.500	3.350
33	Eddy	5.396	7.500	7.500	7.500	4.350
Average		**8.125**	**11.093**	**10.546**	**11.183**	**0.667**

** Data reflects NMDFA 2022 Property Tax Facts. Current 2024 Data Not Available

[1]11.85 mill maximum allowed by law less the imposed rate.

Information source: DFA Rate Certificate Files.

Data obtained from NM Department of Finance and Administration. (2022 Property Tax Facts)

VI. New Mexico County Operating Imposed and Remaining Authority Local Property Tax Rates Report

Municipalities

Rank	Municipality	Residential	Nonresidential	Imposed Operating Rate	Remaining Authority[1]
1	Angel Fire	5.581	7.650	7.650	0.000
2	Anthony*	7.650	7.650	7.650	0.000
3	Belen	5.576	6.919	7.650	0.000
4	Cimarron	5.667	7.650	7.650	0.000
5	Columbus	3.352	6.332	7.650	0.000
6	Cuba	3.662	7.571	7.650	0.000
7	Espanola	3.620	7.558	7.650	0.000
8	Eunice	5.391	7.650	7.650	0.000
9	Gallup	6.626	7.650	7.650	0.000
10	Grady	5.984	7.650	7.650	0.000
11	Grenville	6.931	7.650	7.650	0.000
12	Hope	4.104	7.650	7.650	0.000
13	House	6.709	6.800	7.650	0.000
14	Jal	5.631	7.650	7.650	0.000
15	Las Vegas	6.974	7.650	7.650	0.000
16	Logan	7.442	6.680	7.650	0.000
17	Los Lunas	7.386	7.650	7.650	0.000
18	Maxwell	6.566	7.560	7.650	0.000
19	Milan	2.537	7.650	7.650	0.000
20	Mountainair	4.982	7.650	7.650	0.000
21	Raton	**6.58**	7.650	7.650	0.000
22	Red River	6.352	7.526	7.650	0.000
23	Rio Rancho	7.116	7.650	7.650	0.000
24	Roswell	6.759	7.650	7.650	0.000
25	Ruidoso Downs	4.928	7.650	7.650	0.000
26	San Jon	5.045	7.650	7.650	0.000
27	San Ysidro	6.777	6.890	7.650	0.000
28	Springer	6.170	7.650	7.650	0.000
29	Sunland Park	6.629	7.650	7.650	0.000
30	Taos Ski Valley	7.535	7.650	7.650	0.000
31	Tucumcari	3.700	7.650	7.650	0.000
32	Tularosa	5.401	7.650	7.650	0.000
33	Vaughn	7.650	7.650	7.650	0.000
34	Wagon Mound	5.947	7.650	7.650	0.000
35	Carrizozo	6.216	7.225	7.225	0.425
36	Alamogordo	5.156	7.064	7.064	0.586
37	Bloomfield	5.127	7.000	7.000	0.650
38	Aztec	4.721	6.873	6.873	0.777

New Mexico County Operating Imposed and Remaining Authority
Local Property Tax Rates Report
Municipalities (continued)

Rank	Municipality	Residential	Nonresidential	Imposed Operating Rate	Remaining Authority[1]
39	Corrales	3.778	6.870	6.870	0.780
40	Albuquerque	6.232	6.544	6.544	1.106
41	Ruidoso	5.244	4.185	6.368	1.282
42	Carlsbad	4.656	6.062	6.225	1.425
43	Jemez Springs	3.926	5.950	5.950	1.700
44	Socorro	5.530	5.746	5.813	1.837
45	Bernalillo	3.152	5.725	5.725	1.925
46	Lovington	3.740	5.650	5.650	2.000
47	Hobbs	3.986	5.555	5.555	2.095
48	Hatch	5.480	5.500	5.500	2.150
49	Folsom	3.180	5.425	5.425	2.225
50	Bayard	4.529	5.225	5.225	2.425
51	Chama	4.379	4.795	5.225	2.425
52	Hurley	4.466	5.225	5.225	2.425
53	Questa	4.421	4.438	5.225	2.425
54	Willard	5.072	5.225	5.225	2.425
55	Las Cruces	4.787	5.120	5.120	2.530
56	Clayton	4.810	4.938	4.938	2.712
57	Des Moines	3.752	4.938	4.938	2.712
58	Santa Rosa	4.469	4.938	4.938	2.712
59	Clovis	4.524	4.725	4.725	2.925
60	Grants	4.301	4.555	4.555	3.095
61	Deming	4.475	4.475	4.475	3.175
62	Corona	3.873	4.425	4.425	3.225
63	Bosque Farms	2.750	2.964	4.225	3.425
64	Capitan	3.126	3.948	4.225	3.425
65	Elephant Butte	4.211	4.225	4.225	3.425
66	Santa Clara	2.835	4.225	4.225	3.425
67	Taos	2.739	4.212	4.225	3.425
68	Tatum	3.122	4.225	4.225	3.425
69	Los Alamos	3.570	3.998	3.998	3.652
70	Silver City	2.757	3.825	3.825	3.825
71	Artesia	3.387	3.500	3.500	4.150
72	Eagle Nest	1.805	3.225	3.225	4.425
73	Lordsburg	2.667	3.225	3.225	4.425
74	Portales	2.796	3.192	3.225	4.425
75	Santa Fe	1.523	3.183	3.183	4.467

New Mexico County Operating Imposed and Remaining Authority
Local Property Tax Rates Report
Municipalities (continued)

Rank	Municipality	Residential	Nonresidential	Imposed Operating Rate	Remaining Authority[1]
76	Edgewood	2.794	3.000	3.000	4.650
77	Peralta	2.947	2.720	3.000	4.650
78	Estancia	2.345	2.750	2.750	4.900
79	Rio Communities	2.720	2.750	2.750	4.900
80	Mesilla	1.026	2.340	2.340	5.310
81	Causey	1.384	2.225	2.225	5.425
82	Cloudcroft	0.826	2.202	2.225	5.425
83	Dexter	1.155	2.225	2.225	5.425
84	Dora	1.557	2.225	2.225	5.425
85	Elida	1.533	1.816	2.225	5.425
86	Encino	1.751	1.626	2.225	5.425
87	Farmington	1.506	2.225	2.225	5.425
88	Floyd	1.533	2.225	2.225	5.425
89	Fort Sumner	1.919	2.128	2.225	5.425
90	Hagerman	1.736	2.225	2.225	5.425
91	Lake Arthur	2.069	2.225	2.225	5.425
92	Loving	1.466	2.225	2.225	5.425
93	Magdalena	0.823	2.221	2.225	5.425
94	Melrose	1.999	2.225	2.225	5.425
95	Moriarty	2.091	1.943	2.225	5.425
96	Mosquero	1.341	2.225	2.225	5.425
97	Pecos	0.442	1.698	2.225	5.425
98	Reserve	2.191	2.225	2.225	5.425
99	Roy	1.457	2.225	2.225	5.425
100	T or C	1.544	2.225	2.225	5.425
101	Texico	2.016	2.225	2.225	5.425
102	Tijeras	0.886	2.225	2.225	5.425
103	Virden	1.129	2.000	2.225	5.425
104	Williamsburg	1.720	2.225	2.225	5.425
105	Kirtland*	0.000	0.000	0.000	7.650
106	Los Ranchos*	0.000	0.000	0.000	7.650
Average		**3.888**	**4.927**	**5.046**	**2.604**

** Data reflects NMDFA 2022 Property Tax Facts. Current 2024 Data Not Available

[1]7.65 mill maximum allowed by law less the imposed rate.

*Imposes no operating rate.

Information source: DFA Rate Certificate Files.

VII. County Property Valuation Fund Statute

7-38-38.1. Recipients of revenue produced through ad valorem levies required to pay counties administrative charge to offset collection costs.

A. As used in this section:

(1) "Revenue" means money for which a county treasurer has the legal responsibility for collection and which is owed to a revenue recipient as a result of an imposition authorized by law of a rate expressed in mills per dollar or dollars per thousands of dollars of net taxable value of property, assessed value of property or a similar term, including but not limited to money resulting from the authorization of rates and impositions under Subsection B and Paragraphs (1) and (2) of Subsection C of Section 7-37-7 NMSA 1978, special levies for special purposes and benefit assessments, but the term does not include any money resulting from the imposition of taxes imposed under the provisions of the Oil and Gas Ad Valorem Production Tax Act [Chapter 7, Article 32 NMSA 1978], the Oil and Gas Production Equipment Ad Valorem Tax Act [Chapter 7, Article 34 NMSA 1978] or the Copper Production Ad Valorem Tax Act [Chapter 7, Article 39 NMSA 1978] or money resulting from impositions under Paragraph (3) of Subsection C of Section 7-37-7 NMSA 1978; and

(2) "Revenue recipient" means the state and any of its political subdivisions, excluding institutions of higher education located in class A counties and class B counties having more than three hundred million dollars ($300,000,000) valuation, that are authorized by law to receive revenue.

B. Prior to the distribution to a revenue recipient of revenue received by a county treasurer, the treasurer shall deduct as an administrative charge an amount equal to one percent of the revenue received.

C. The "county property valuation fund" is created. All administrative charges deducted by the county treasurer shall be distributed to the county property valuation fund.

D. Expenditures from the county property valuation fund shall be made pursuant to a property valuation program presented by the county assessor and approved by the majority of the county commissioners.

History: 1978 Comp., § 7-38-38.1, enacted by Laws 1986, ch. 20, § 116; 1988, ch. 68, § 1; 1990, ch. 125, § 7; 2001, ch. 173, § 1.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building, Suite 201 • Santa Fe, New Mexico 87503
(505) 827-9950 • FAX No. (505) 827-4940 -'Toll Free (800) 432-7708

David W. Harris
Secretary

Jeff Condrey
Director

Gary E. Johnson
Governor

MEMORANDUM - 05

DATE: May 4, 2000

TO: County Managers and County Assessors

FROM: Darlene Mares Bureau Chief Financial Management

RE: County Property Valuation Fund

The purpose of this Memorandum is to follow-up on the January 26, 2000, Local Government Division (LGD), Memorandum-012, which pertains to the County Property Valuation Fund.

Since the distribution of Memorandum-012, the LGD has received numerous inquiries pertaining to the allowable uses of the 1% administrative revenue. Expenditures from the County Properly Valuation Fund are restricted and are for the sole purpose of conducting a reappraisal program. With this in mind, the LGD has prepared and attached a list of allowable uses pertaining to the 1% administrative revenue that is deposited in the County Property Valuation Fund.

I hope this information is of use to you when preparing your 2000-2001 County Property Valuation Fund Budget. If you have any questions or require additional information, please contact me at 827-8071.

DM

County Property Valuation Fund
1% Administrative Revenue

Permitted Uses

Section 7-38-38.1 NMSA 1978 provides for the following:

> "Expenditures from the county property valuation fund shall be made pursuant to a property valuation program presented by the county assessor and approved by the majority of the county commission."

1. Full time employee salaries are **not permitted** out of the County Property Valuation Fund; however, full time employees that work in the Assessor's Office and do work pertaining to a property valuation program may have their salaries prorated between the General Fund and the Property Valuation Fund. The county Assessor should determine what percentage of salaries to prorate.

2. Part-time employees hired for the purpose of assisting with the property valuation program **are permitted** salaries out of the County Valuation Fund.

3. Overtime expenses associated with conducting a property valuation program **is permitted**.

4. Capital outlay purchases related to the sole purpose of conducting a reappraisal program **are permitted** expenditures, i.e. vehicles, computer hardware, software, printers, copiers.

5. Travel expenditures associated with reappraisal, i.e. training, workshop, conferences, **is permitted**.

6. Any debt service incurred from conducting a property valuation program **is permitted,** i.e. the issuance of revenue bonds, loans with the NM Finance Authority, loans with the NM Taxation and Revenue Department

   Example: If revenue bonds are issued for the sole purpose of reappraisal then the principal and interest payments for these revenue bonds should be expended from the County Property Valuation Fund. However, if revenue bonds are issued for various county projects, then the principal and interest payment should be prorated between the appropriate funds. The County Property Valuation Fund should not absorb cost not associated with reappraisal.

7. The County Property Valuation fund is a restricted fund; therefore, transfers out of the fund are **not permitted**. However, if expenditures were made from another fund on behalf of the County Valuation Fund then a transfer may be made in order to reimburse the other fund.

8. Cash balances remaining at the end of the fiscal year, in the County Valuation Fund, transform into the beginning cash balance in that fund. Cash balances **may not** be transferred from the County Valuation Fund to another fund.

9. Maintenance and repair expenses associated with equipment belonging to the County Property Valuation Fund and / or equipment used for the reappraisal program **is permitted**

IX. Taxpayer Property Profile Example

LOS ALAMOS
where discoveries are made

Assessor's Office
Property Profile

Account:	R010581	**Tax Year:**	2024	**Acount Type:**	EXEMPT COUNTY
Mill Levy:	28.714000	**Version:**	01/26/2024	**Area ID:**	1N
Estimated Tax:	$0.00	**Parcel:**	1-034-112-177-349	**Legal:**	LACMBS001
***This Mill Levy is from the most recent tax roll**				**Status:**	Active



Name and Mailing Address	Property Location
INCORPORATED COUNTY OF LOS ALAMOS 1000 CENTRAL AVE LOS ALAMOS, NM 87544	1000 CENTRAL AVE, LOS ALAMOS, NM 87544

Legal Description

Subd: LOS ALAMOS COUNTY MUNICIPAL BUILDING SITE Lot: 1 BEING A CONSOLIDATION OF EA2 LOT142D1 & 143A S: 8 T: 19N R: 6E

Assessment Information

Tax Year:	2024	Full Value	Taxable Value	Square Feet	Acres	Taxable
Land		$809,340	$269,780	135,716	3.116	
Building		$15,532,540	$5,177,510	66,888		
Exempt		$16,341,880	$5,447,290			
Total		$16,341,880	$5,447,290			$10,894,58
Tax Year:	**2023**	**Full Value**	**Taxable Value**	**Square Feet**	**Acres**	**Taxable**
Land		$809,340	$269,780	135,716	3.116	
Building		$15,099,530	$5,033,180	66,888		
Exempt		$15,908,870	$5,302,960			
Total		$15,908,870	$5,302,960		3.116	$10,605,920



Remarks:

LOTS EA2 1 EA2 2 COMBINED FOR 2012

X. Pictometry Oblique Image



XI.

A Guide To Understanding Your Property Assessment

QUESTIONS?
PLEASE CONTACT OUR OFFICE

George Chandler
Los Alamos County Assessor
1000 Central Ave. Ste. 210
Los Alamos, NM 87544
Phone: 505.662.8030
Email: assessor@lacnm.us
Web: losalamosnm.us

LOS ALAMOS
Assessor's Office

YOUR NOTICE OF VALUE IS THE KEY TO UNDERSTANDING YOUR PROPERTY TAX PROCESS.

On or before April 1st of each year, the Assessor mails each property owner a Notice of Value. This form serves to inform the owner of the value on which property taxes will be calculated by the County Treasurer the following November.

DISAGREE WITH YOUR VALUATION?

Property owners may appeal the value, the residential or non-residential classification, the allocation of the taxes to taxing entities, a denial of exemption or of a limitation on tax increase in one of two ways:

(1) by filing a petition of protest with the county assessor within 30 days of the mail date of the notice of value, (the protest forms are available on our website or in our office); or

(2) by paying the taxes when due and filing a claim for refund in District Court. This is a legal proceeding governed by the rules of the District Court. This remedy is not available if a petition of protest is filed with the Assessor.

DEFINITIONS, RULES, AND CALCULATION OF NET TAXABLE VALUE

RULES

Determine values of property for property taxation purposes, starting from the current fair market value and applying classifications, exemptions, and limitations required by law. Use mass appraisal techniques for annual or biennial updates, and in addition there must be an inspection and individual update for each property at least once every five or six years. Los Alamos does mass appraisal annually, and inspections on a five year cycle.

Use national standards and appraisal techniques to maintain the current and correct fair market value of each property.

DEFINITIONS

FAIR MARKET VALUE

The most probable price in a competitive and open market, the buyer and seller acting prudently and knowledgeably and not affected by undue stimulus.

Los Alamos maintains extensive databases that contain information on each property and also sales and other market data. Every year we compare sales prices to our calculated market values of all sales in Los Alamos, and make adjustments when the resulting sales ratios do not meet national standards. We make adjustments when statistical measures indicate lack of uniformity related to market value and neighborhood.

FULL VALUE (or ASSESSED VALUE)

Fair market value adjusted to honor limitations on annual tax increases required for residential properties (3%, and 65 years of age or older or disabled).

TAXABLE VALUE

Full Value times the tax ratio (1/3). The tax ratio is set by law. It has no basis in fact or theory but most states apply one to the taxable value.

NET TAXABLE VALUE

Taxable Value minus exemptions (Head of family - $2000, Veteran ($10,000), Disabled Veteran - 100%).

EXEMPTIONS, LIMITATIONS, AND HOW TO APPLY

HEAD OF FAMILY EXEMPTION

The Head of Family Exemption is a $2,000 reduction of the taxable value of your residential real estate. Only one person in a household may qualify as Head of Family, and it may only be applied in one county in the state. Essentially, any New Mexico resident may qualify.

VETERAN'S EXEMPTION

The Veteran's Exemption is a $10,000 reduction in the taxable value of your real estate. Any honorably discharged veteran (or the veteran's unmarried surviving spouse) who has applied to the New Mexico Department of Veterans Services and has been issued a "certificate of eligibility" may qualify for this benefit. For first time applicants, the certificate must be presented to the Assessor's Office within the deadline. Once the exemption is claimed and applied, it remains applied to the property until the ownership of that property changes. With this exemption your savings in taxes will depend on which tax district your property lies.

100% DISABLED VETERAN EXEMPTION

Any veteran who is deemed 100 percent disabled (or the veteran's unmarried surviving spouse) who has applied to the New Mexico Department of Veterans Services and has been issued a "certifi cate of eligibility" may qualify for a 100 percent exemption from property taxes on his or her place of residence. Once the exemption is claimed and applied, it remains applied to the property until the ownership of that property changes. Other circumstances may apply.

VALUATION LIMIT BASED ON INCOME

If you are 65 years or older or permanently disabled (at any age) AND had a modifi ed gross income of $42,900 or less in 2024, you may apply for the property valuation limitation for your residence. Application must be submitted along with proof of income, age and/or disability. Once the taxpayer applies and is eligible for the valuation limitation for three consecutive years, it remains applied to the property until there is a change or ineligibility occurs. Income level changes that exceed the amount allowed must be reported to the Assessor's Offi ce by the property owner. Qualifying for this limitation will help minimize your property value increases.

WHEN IS THE DEADLINE TO APPLY?

The deadline for claiming the head of family and veterans, as well as the valuation limitation, is 30 days after the offi cial date of mailing as indicated yearly on the Assessor's offi cial Notice of Value. You can apply in person or by mail. Veteran exemptions must be claimed in person. Fully disabled veterans can apply any time of the year for the current tax year.

HOW TO APPLY?

You must obtain an exemption request form from the Assessor's Office to apply for any exemption. Simply contact the Assessor's office by calling us directly at 505-662-8030 or emailing us at assessor@lacnm.us. Forms are also available on our website at: losalamosnm.us/elected_officials/assessor.

3% Limitation on Valuation Increase for Residential Property.

Under state law, valuation increases on residential property must not exceed 3 percent per year of the prior year's assessed value.

There are some exceptions to the limitations.

The limitation does not apply to:

Property that has changed in ownership due to a sale. In this case the valuation cap is removed in the tax year after the sale date and the Assessor's valuation must be changed to reflect the market value of the year of the sale date. This is especially important to potential home buyers. **Please be aware of the potential increase in property valuation that could lead to increased taxes—this is known as "tax lightning."**

Property that is placed on the tax rolls for the first time such as a new home.

Any new improvements, except for solar energy systems, made to property in the year prior to the current tax year such as additions or outbuildings.

Property whose use or zoning has changed.

You do not have to apply for the 3% limitation.

DISCLOSURE OF SALES PRICE

New Mexico law requires the disclosure of residential sales information to the County Assessor's Office. This must be accomplished by filing a notarized affidavit at the Assessor's office within thirty days of the date of filing a deed, real estate contract or memorandum of real estate contract with the County Clerk. All information collected is required to be kept confidential with the Assessor's office, and will not be made available as public information. Failure to comply with the law could result in a conviction of a misdemeanor and punishable by the imposition of a fine of not more than one thousand dollars ($1,000).

REPORTING IMPROVEMENTS

All property owners who have made improvements to their real property in the preceding tax year, and costing more than $10,000 must report this information to the Assessor's Office by the last day of February of each year. This includes all new construction such as: new homes, structures, additions, and any other changes or improvements. Please do not rely on outside parties such as title companies to complete this reporting requirement for you. Property that has not been reported may be subjected to the imposition of back taxes for up to ten years.

NEED TO CHANGE YOUR ADDRESS?

Change of Address forms are available online or in the Assessor's Office. Assessor's staff is also more than happy to email you a copy of any form. Please feel free to contact our office during normal business hours and any one of our friendly staff members will be glad to assist you with any exemption or change of address request.

CALCULATING YOUR TAX BILL

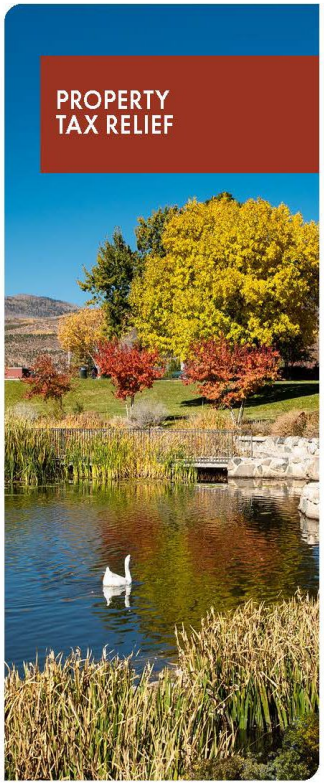
Let's take a home that was placed on the tax rolls as of Jan 1 2022. It is now 2024 and the homeowner has been determined to be entitled to the Head of Household ($2000) and Veterans' ($4000) exemptions. A bedroom was added to the home in 2023 at a cost of $100,000, but the Assessor determined that it only added $75,000 to the value of the home. The Assessor determined that the fair market value was $400,000 in 2022, $450,000 in 2023, and $555,000 in 2024, exclusive of the new bedroom. For technical reasons Fair Market Value does not yet appear on your NOV. You can get it from the Assessor's Office.

TAX YEAR	FAIR MARKET VALUE	INCREASE (LIMITED TO VALUE OF IMPROVEMENTS +3%)	FULL VALUE	TAXABLE VALUE (1/3)	EXEMPTIONS	NET TAXABLE VALUE (LESS EXEMPTIONS)	TAX RATE	TAX
2022	$400,000	$-	$400,000	$133,333	$6,000	$127,333	0.02416	$3,076
2023	$450,000	$12,000	$412,000	$137,333	$6,000	$131,333	0.02403	$3,156
2024	$555,000	$87,360	$499,360	$166,453	$6,000	$160,453	0.02356	$3,781

LOS ALAMOS
Assessor's Office

1000 Central Ave. Ste. 210, Los Alamos, NM 87544
505.662.8030 | assessor@lacnm.us | losalamosnm.us

Public Relation Programs





XIII. Assessor's Annual Evaluation

STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT
PROPERTY TAX DIVISION

Los Alamos County 2024 Evaluation

Review Complete (Comments Closed)

Assessor's Abstract of Value (2023)

	Residential		Non-Residential		Total	
Category	**Number**	**Value**	**Number**	**Value**	**Number**	**Value**
Improvements	7,231	$660,499,810	330	$154,048,300	7,561	$814,548,110
Land	7,368	$222,285,520	1,042	$271,456,780	8,410	$493,742,300
Mobile Homes	256	$2,426,990	9	$25,170	265	$2,452,160
Personal Property	-	$0	309	$7,611,670	309	$7,611,670
Subtotal (Property)	**14,855**	**$885,212,320**	**1,690**	**$437,304,703**	**16,545**	**$1,322,517,023**
Alpacas & Llamas			1	$30	1	$30
Buffalo (Bison)			-	$0	-	$0
Cattle & Captive Elk			3	$840	3	$840
Dairy Cattle			-	$0	-	$0
Goats			95	$3,650	95	$3,650
Horses & Mules			206	$59,110	206	$59,110
Ratites & Ostriches			-	$0	-	$0
Sheep & Captive Deer			15	$540	15	$540
Swine			1	$40	1	$40
Yaks			-	$0	-	$0
Subtotal (Livestock)			**321**	**$64,210**	**321**	**$64,210**
Asr. Total Gross Taxable Value		**$885,212,320**		**$437,368,913**		**$1,322,581,233**
Disabled Veteran	42	$6,159,760	-	$0	42	$6,159,760
Head of Household	2,476	$4,948,530	-	$0	2,476	$4,948,530
Other	118	$547,680	626	$312,246,820	744	$312,794,500
Veteran	603	$2,410,310	1	$4,000	604	$2,414,310
Veteran Org	-	$0	-	$0	-	$0
Subtotal (Exemption)	**3,239**	**$14,066,280**	**627**	**$312,250,820**	**3,866**	**$326,317,100**
Asr. Total Net Taxable Value		**$871,146,040**		**$125,118,093**		**$996,264,133**
CAB Total Net Taxable Value				**$4,162,783**		**$4,162,783**
Total Net Taxable Value		**$871,146,040**		**$129,280,876**		**$1,000,426,916**

Ratio Study Statistics

	Sample Size	Median	Mean Ratio	Wtd Mean	Std Dev	COV	PRD	COD
Current Year	387	99.2600%	98.8100%	98.9900%	4.0700	4.1200%	99.8200%	3.4114%
Prior Year	387	59.4300%	60.7400%	60.1500%	14.6600	24.1400%	100.9900%	19.5858%

Median	This is a measure of Central Tendency, or an average. IAAO Standards suggest that this figure should be within 10% of the statutory mandated assessment level. Since New Mexico Statutes require values to be at "Current and Correct" or Market Value, the Median Ratio should be between 90 and 110%.
Mean Ratio	A measure of central tendency, it is the arithmatic average of all the ratios
Wtd Mean	A measure of central tendency, it is the individual ratios are weighted by the value of the individual properties.
Std Dev	The Standard Deviation measures the dispersion of ratios around the mean ratio.
COV	The Coefficient of Variation is the Standard Deviation expressed as a percentage of the Mean Ratio.
PRD	Price Related Differential: A statistic for measuring tax burdens 'between high and low value properties. IAAO Standards suggest that this number should be between 98 and 103%.
COD	The Coefficient of Dispersion measures the dispersion of ratios around the Median Ratio. IAAO Standards suggest that this figure be below 15%, but in small rural jurisdictions COD's between 15 and 20% may be acceptable.

Documents Requested

Documentation of the corrective action taken (or planned) in response to deficiencies identified and recommendations suggested during the 2023 evaluation.

PTD Review: No Deficiencies Noted

PTD Comment: The assessor has recognized the suggestion to ensure proper supporting documentation for accounts that have been granted a head of family exemption. In response, the assessor expressed appreciation for considering historical reference and best practices. Additionally, the assessor clarified that there would be no benefit in requiring 1400 individuals to reapply for their exemption to maintain its validity.

The Annual Report to County Commissioners. If not finalized, the 2023 report and the draft of the 2024 report (7-36-16 E NMSA 1978).

PTD Review: No Deficiencies Noted

PTD Comment: The annual report was provided and does contain all required elements of the statute section 7-36-16. E NMSA 1978.

Budgets for current fiscal year and prior fiscal year (Operational and 1% Budget)

PTD Review: No Deficiencies Noted

PTD Comment: The budgets for current fiscal year and prior year were provided.

Documentation of the program of maintaining current and correct property values for property taxation purposes per 7-36 -16 NMSA.

PTD Review: No Deficiencies Noted

PTD Comment: The assessor addresses a program for maintaining current and correct property values within the annual report.

Sales Verification and coding standard operating procedure/policy including detailed policy on the application of NAL (non-arms length) codes.

PTD Review: No Deficiencies Noted

PTD Comment: The assessor has provided a set of codes to distinguish between 'non-arm's length' sales and 'arm's length' sales, along with their associated data. Although transfers categorized as 'non-arm's length' are not considered in the ratio study, they still play a crucial role in data collection. The primary objective is to ensure that the data captures sufficient information to confirm that a sale occurred at 'arms-length.' Additionally, 'non-arm's length' sales may remain relevant for mass appraisal modeling, as their sale prices can be matched against the property characteristics existing on the transaction date.

Valuation Stratification Analysis Documentation to support county identified residential and non-residential property market areas.

PTD Review: No Deficiencies Noted

PTD Comment: The assessor has substituted Analysis documentation with Histogram charts to support the identification of residential and nonresidential property market areas within the county. Despite the absence of additional data, the assessor skillfully showcased data analysis techniques and highlighted various available options for analysis within their CAMA (Computer Assisted Mass Appraisal) System.

Protest Management standard operating procedure/policy

PTD Review: No Deficiencies Noted

PTD Comment: The assessor has provided both a protest presentation and a protest procedure manual. In addition to the information available on their website, the assessor's staff and the public are well-informed about the protest process.

Documentation of independent vacant land ratio studies/analysis.

PTD Review: No Deficiencies Noted

PTD Comment: The assessor has provided both a Land Sales Ratio Study and a Land Extraction analysis, supporting the assessor's valuations.

Commercial Property Income Data Collection Documentation

PTD Review: No Deficiencies Noted

PTD Comment: The assessor has provided documentation with an occupancy analysis and rent analysis.

Documentation of independent Commercial Sales Ratio Studies/analysis.
PTD Review: No Deficiencies Noted *PTD Comment: The assessor has been gathering data to substantiate their commercial valuations. The assessor has provided both a vacancy and occupancy analysis, along with an income rent analysis.*
Documentation to support residential and commercial valuation changes made or not made for the 2024 TY..
PTD Review: No Deficiencies Noted *PTD Comment: The assessor has provided analysis documentation and procedural documentation to support residential and commercial valuation changes.*
Documentation from each special assessment district authority setting the rates and class of property that rate applies.
PTD Review: No Deficiencies Noted
Additional Documents Requested under the Questionnaires or other supportive documentation
PTD Review: No Deficiencies Noted
Written policy on the Processing of Deeds, including how deeds are received, validated.
PTD Review: No Deficiencies Noted *PTD Comment: The assessor's office has successfully implemented an automated workflow for processing deeds. It's commendable that Los Alamos has made significant advancements in automation and the use of the available technology.*

Questionnaire

Assessment Administration

Describe your budget process and time frame for finalizing your FY 2024-2025 budget.

FY2025 The budget process starts in January with a meeting between the Assessor's Office, the CMO (County Manager's Office), and OMB (Office of Management & Budget). The Assessor's budget will be submitted for approval to the County Council in April.

PTD Review: No Deficiencies Noted

Explain any general fund operating costs that are paid from your 1% fund.

The projected budget for FY2025 is $971,641. Our office has a general fund component of $622,188 (66%), whereas the 1% fund budget is $349,353 (34%). The 1% fund is responsible for 26% of our salaries and benefits, 82% of our professional and contractual services, and 97% of materials and supplies.

PTD Review: No Deficiencies Noted

What date are your 2024 NOVs scheduled to be mailed?

April 1, 2024

PTD Review: No Deficiencies Noted

What online information, services, and documents do you provide on your website? In addition to your website, what other public outreach methods does your office engage in?

The Los Alamos County Assessor’s Office offers a website where users can access various information, such as videos, presentations, and informational brochures. The website also provides fillable forms for protesting, claiming exemptions, reporting disability, etc. Additionally, users can find links to other entities, including the NMPTD. Property owners can use the online property record search, called Eagle-Web, to access assessment data, ownership details, tax information, and other helpful data. The office also provides an eco-friendly, convenient, and easy-to-use e-notices service for receiving valuation notices. This optional service maintains a repository of all valuation notices for future access by all property owners.

PTD Review: No Deficiencies Noted

Describe the assessors and assessor's employees possession of and/or access to the Property Tax Code, IAAO Standards, valuation manuals, and cost and valuation schedules (such as Marshall & Swift).

All employees working in the Assessor's office are given the latest version of the New Mexico Property Tax Code (NMSA 1978) in electronic and print formats. Additionally, all employees are active members of the International Association of Assessing Officers (IAAO), which provides them access to various resources, such as the IAAO Research Library, IAAO Connect Seminars, and Annual Conferences. The Assessor's office regularly attends these events.

Our office has subscriptions to CoStar, NADA, Marshall, and Swift, which regularly update the valuation schedule in our Cost Application Integrated Computer-Assisted Mass Appraisal (CAMA) System. Three of our employees are currently certified in Marshall and Swift valuations.

PTD Review: No Deficiencies Noted

Please explain any large valuation loss and/or large numeric changes in any class of property.

Los Alamos County does not have any.

PTD Review: No Deficiencies Noted

When is your annual report presentation to the Board of County Commissioners scheduled? Do you personally present it to the Commissioners?

The Los Alamos County Council will review the Property Valuation and Maintenance Plan for 2024 on April 9th.

PTD Review: No Deficiencies Noted

Have you determined if your staff members have the right set of skills and experience to perform the duties and responsibilities of their position? Describe how you have determined.

Our team members have the necessary skills and experience for their respective roles and are trained to perform other tasks if needed. They receive an annual performance review (PPA), which evaluates their job performance and sets goals for the upcoming year. The evaluation period starts on March 31st and ends on April 1st. Additionally, our employees receive a mid-year coaching evaluation to ensure they are on track to meet their goals. All our employees are NM Certified Appraisers, except our new office specialist.

PTD Review: No Deficiencies Noted

How do you confirm that the mill rates entered in your CAMA are correct?

Once we receive the adopted mill rates for our county, we create a spreadsheet to compare the mill rates from the previous years with the current year's rates. We then input these rates into our CAMA system and verify them through each tax area. Finally, we compare the totals from the spreadsheet, the CAMA system, and the certificate provided by the DFA to ensure accuracy.

PTD Review: No Deficiencies Noted

How is the office workflow managed and monitored?

Our office has two main functions: valuation and administration. The Chief Appraiser oversees the valuation of all real property parcels. Our CAMA system has a built-in workflow that allows the supervisor to assign tasks such as sales, lot splits, lot combos, new subdivisions, permits, and protests. This also enables the supervisors to keep track of quality control. On the other hand, the Chief Deputy Assessor is currently in charge of the office's administrative functions, including personal property. The supervisor can assign tasks through the workflow. The Clerk's Office recently migrated to Eagle Clerk, which is fully integrated with our CAMA system and allows workflows for all property changes. Finally, the Chief Deputy Assessor monitors the entire office.

PTD Review: No Deficiencies Noted

Data Management

Describe your physical reinspection policy and procedures in detail.

The policy of the Assessor's Office is to conduct a physical inspection of each property every five years. Los Alamos is divided into five geographic areas for these re-inspections. A property record card is printed for each property identified in the re-appraisal cycle, and the property is reviewed and researched online. It is also studied through aerial imagery and mapped out for physical inspection. During the physical inspection, the appraiser will verify that all property measurements and characteristics are accurate, obtain a photograph of the property, and leave a door hanger if a more thorough review is required. The property record cards are updated, dated, signed, and filed.

PTD Review: No Deficiencies Noted

Describe your virtual reinspection policy and procedures in detail. Also, indicate if this is your primary or secondary reinspection method.

We use multiple methods to ensure the compliance of properties. These include physically inspecting every property through sales verification, the building permit process, and the five-year inspection cycle. In addition, we conduct desk audits using the Internet, ESRI, and Eagle Aerial View products before conducting physical inspections.

PTD Review: No Deficiencies Noted

What is the date and resolution of the imagery of the fly/over aerial photography software used for property inspections? How often is it updated?

The most recent flyover was conducted in 2022, and we update the imagery every two years through a collaboration between Los Alamos County and Los Alamos National Laboratory. Additionally, we have a high-end drone that we can deploy for aerial imagery whenever necessary.

PTD Review: No Deficiencies Noted

What software programs are used in your office for assessment data management?

Assessor Plus (powered by Eagle)

PTD Review: No Deficiencies Noted

How often is your valuation system backed-up? Where is it backed up to and when was it last tested?

On our DBA (database), we do a full weekly, differential nightly, and transactions once a day.
- Jeannette Aldaz
LAC Information Management Division

PTD Review: No Deficiencies Noted

Describe any continuous training provided to staff on your valuation software. How is your staff able to access training and support from your CAMA vendor?

Our team plans to reboot the NM Tyler User Group with a meeting scheduled for August or September. Additionally, our CAMA vendor offers support and training through the Annual Connect Conference, which provides an excellent opportunity for all levels of users to engage in educational activities, workshops, and networking. As part of our in-house cross-training program, all staff members are involved in the sales verification and model calibration process. Junior staff are actively mentored by senior staff, and staff meets regularly to confer on progress and problems as they arise.

PTD Review: No Deficiencies Noted

Upon transfer is the change of ownership reflected in the current year in your valuation software, or as of January 1st of the following tax year?

We maintain ownership changes throughout the year to ensure the current owner receives the NOV and Tax Bill.

PTD Review: No Deficiencies Noted

How does your office maintain data security and integrity including an audit trail of changes in assessment records? Describe how it is used for quality control?

Every alteration made to our CAMA system creates a version at each level. For quality control purposes, we can run an audit trail on specific or all accounts within a certain date range and user to assess the changes made and their validity. Our supervisors use the audit trails and reports to review the work for quality control.

PTD Review: No Deficiencies Noted

What staff members can query/run reports of assessment data?

All staff are trained to query and run reports in our CAMA system.

PTD Review: No Deficiencies Noted

Describe how you maintain valuation records (property records). Are they maintained in hard-copy or electronically?

Our computer-assisted mass appraisal (CAMA) system contains digital property record cards from 2001 until the present day. However, property record cards that date back to before 2000 are stored in hard-copy form using our information management system (IM). In 2001, we first implemented the CAMA system, which included CAMA Eagle, AIMS Eagle, and TIMS Eagle. In 2011, we upgraded to the newer web-based version of Eagle Assessor, which is now known as Assessor Plus (Powered by Eagle).

PTD Review: No Deficiencies Noted

Valuation-General

Do you perform independent sales ratio studies on each neighborhood or market area to verify that non-transferred property values are current and correct?

A sales ratio analysis is carried out independently for each Super Neighborhood (market area). For a more detailed analysis, the Super Neighborhoods (10 super neighborhoods) are further divided into smaller neighborhoods (120 neighborhoods). These analyses use in-house regression analysis, histograms, and other statistical studies. These studies are attached in the document section.

PTD Review: No Deficiencies Noted

Describe the type of quality assurance (quality controls) that are in place to ensure accurate data as well as equitable, uniform and supported valuations.

Los Alamos County uses Assessor Plus (powered by Eagle) CAMA system with built-in controls to ensure that property values are assessed uniformly and equitably. Quality control measures are also taken before and after the assessment to maintain accuracy. Valuation models are categorized in multiple ways to ensure that all property values, including sales, are fair and equitable. The system also allows us to stratify and modify a defined group of properties through a workspace testing site. Through model calibration, we can analyze sales ratios to assess the level of assessment and uniformity. All ratios must be within the International Association of Assessing Officers (IAAO) national standards.

PTD Review: No Deficiencies Noted

How many conversion overrides exist in your system, if any? Provide the total number of residential and non-residential overrides. How many conversion overrides were removed in 2023? What is your estimated time frame for all conversion overrides to be remodeled and removed?

We have zero conversion overrides.

PTD Review: No Deficiencies Noted

Describe how short-term rental homes and other short-term rentals (such as AIRBNB's, etc.) are being classified and valued in your county. Describe the process used to discover short-term rental properties in your county.

There are two Bed and Breakfast properties in Los Alamos. However, our office has not been able to gather sufficient data through income questionnaires. As a result, these properties' values are adjusted yearly to reflect the current market conditions for residential and non-residential properties. The Los Alamos Community Development Department has recently begun researching short-term rentals, and we will continue to monitor their findings. In the current tax year, we are exploring new techniques to evaluate the value of these properties accurately.

PTD Review: No Deficiencies Noted

Describe how condominium common areas are valued in your county (residential and non-residential).

We value all condominiums according to the condominium declaration that has been filed.

PTD Review: No Deficiencies Noted

How are you valuing residential solar energy system including solar panels, Tesla roofs and charging stations?

Currently, there are no commercial solar projects available. We only have residential solar systems, and we value them based on 7-36-21.2(A.2). Solar systems don't add any contributory value to the property. We regularly conduct paired sales analysis on sold properties to determine their value. We have created a property characteristic for all our models to monitor solar systems. The county of Los Alamos has 11 public charging station ports (Level 2 and Level 3). 100% of the ports are level 2 charging ports, and 64% of the ports offer free charges for your electric car. per https://chargehub.com/en/countries/united-states/new-mexico/los-alamos.html

PTD Review: No Deficiencies Noted

How are you valuing cannabis growing facilities and dispensaries?

Currently, there is only one dispensary in Los Alamos. However, the dispensary doesn't own the building. Therefore, the value of the building is based on its highest and best use.

PTD Review: No Deficiencies Noted

Did your county experience any natural disasters or have any federally declared disaster areas in 2023? If so, describe the event, how it affected your property tax values? How you are working with other agencies to assist your taxpayers?

As per the records of 2023, there were no disaster areas.

PTD Review: No Deficiencies Noted

Do you have any properties valued at $0.00-$1.00, excluding governmental, non-governmental exempt, or 100% disabled veteran's properties? If so, explain support for your valuation.

No.

PTD Review: No Deficiencies Noted

Valuation-Land

Are land sales reviewed, confirmed, and maintained in a sales file? Be prepared to provide this information to the reviewer.

We use our CAMA system to review, confirm, and maintain all land sales. Vacant land ratio study document provided. A demonstration can be provided.

PTD Review: No Deficiencies Noted

Please explain alternate method of valuation used when recent/current comparable land sales are not available. Provide examples in the Document section.

Land sales are very limited in Los Alamos. Therefore, the extraction method may be relied upon to establish accurate assessments. The analysis is provided for review.

PTD Review: No Deficiencies Noted

Describe how land tables are developed, supported and maintained within your valuation system. If you have developed land tables, but have not entered them into the system, explain why.

Our land valuation tables are developed for each neighborhood. Each neighborhood has its unique land codes with specific rates. The land codes are categorized based on the size of the lots. We conduct an annual sales ratio study to analyze the land codes. If necessary, we adjust the rates and neighborhood adjustments accordingly.

PTD Review: No Deficiencies Noted

What was the date that the last land value study in your county was completed? Be prepared to provide details of this study to the reviewer.

We do a sales ratio study annually on vacant land and extractions for all super neighborhoods.

PTD Review: No Deficiencies Noted

Valuation-Personal Property

Are manufactured home accounts field reviewed prior to being added or removed from tax roll?

All manufactured home accounts (added/removed) are inspected (desk/physical) annually.

PTD Review: No Deficiencies Noted

Describe your valuation methodology as well as the depreciation method utilized in valuing manufactured homes. Provide valuation sources.

Our office uses a hybrid regression model to calculate depreciation based on effective age and straight-line depreciation. We rely on annual NADA and Marshall and Swift Valuation Services subscriptions to establish depreciation and cost guidelines.

PTD Review: No Deficiencies Noted

If a manufactured home is in use, is there value? What is the valuation methodology? Is there a valuation floor?

There is indeed value in a manufactured home that is in use. Our in-house valuation models determine its worth, including the NADA, Marshall/Swift Valuation Services, and sales information. We consider the home's effective age and its straight-line depreciation. Our valuation modeling incorporates a valuation floor of 20%, as demonstrated in section E of the Marshall and Swift Life Expectancy and Depreciation Guidelines.

PTD Review: No Deficiencies Noted

Are personal property forms mailed to all businesses annually? (7-38-8 NMSA 1978)

We are sending Business Personal Property (BPP) forms to all active business accounts identified by the Los Alamos Community Development Department and any businesses reported in previous years. A BPP Form is included in the New Business application process of the Community Development Department (CDD). Late reports or failures to report on existing accounts are tracked in our valuation models; these trigger a late reporting penalty and a forced assessment flag. We assume non-reporting businesses have no reportable property, but we continue to send BPP forms in case their situation changes.

PTD Review: No Deficiencies Noted

What processes are in place to value business personal property (BPP) of those property owners who do not return business personal property forms? What are your modeling and alternative valuation techniques for omitted forms?

If there is no response to our initial BPP form, we will follow up with another form and attempt to communicate with the business owner. We will document all follow-up attempts. Additionally, we will force assess the BPP account if there is an active account and business license within our CAMA system.

PTD Review: No Deficiencies Noted

How does your office determine whether tangible personal property is subject to valuation per §7-36-8 NMSA? Do you have a valuation floor programmed into your valuation system for Business Personal Property?

We determine taxability by the IRS form 179 returned by the property owner. If no Form 179 is returned, we apply the 12,5% floor.

PTD Review: No Deficiencies Noted

Describe how you work with the State Assessed Property Bureau (SAPB) to identify and value all SAPB Properties.

Los Alamos County continues to value Centrally Assessed Properties, less the protested amount for each property, based on annual valuations from the SAPB. Those values are then certified by the state in June.

PTD Review: No Deficiencies Noted

How do you audit returns and inspect businesses to ensure complete and accurate reporting of business personal property?

We audit all BPP forms that are returned to our office. We don't inspect businesses.

PTD Review: No Deficiencies Noted

How does your office follow up on nonreturns (non-rendering businesses) with supplemental mailings, field inspections, and estimated assessments?

We don't conduct business inspections but will contact owners for non-returns - except for home-based businesses where we can assume they have no qualifying personal property.

PTD Review: No Deficiencies Noted

Valuation-Residential

What is your office policy on the revaluation of transferred residential properties? Are they moved to 100% of “current and correct” market value or a percentage of “current and correct”?

Our office maintains accurate "Market" values for all residential properties, including those subject to limitations on value increases. When a property is sold, we update its value to reflect its current market value. Our CAMA system's internal controls determine if the 3% Cap should be removed based on the type of sale transfer identified by our staff.

PTD Review: No Deficiencies Noted

Were any areas/neighborhoods value not increased to the maximum allowable 3% (for the 2024 tax year)? What areas/neighborhoods decreased in value? Provide the supporting documents in the Document section of the evaluation.

No neighborhoods decreased in value. The 3% cap was applied to all parcels except those that were transferred. A demonstration was provided.

PTD Review: No Deficiencies Noted

What is the maximum acreage that your county considers and values as a residential homesite? Explain why you consider this amount of acreage to be the maximum allowable.

Los Alamos does not have a limit on the maximum size of residential homesites. The largest residential homesite available in the area is about 9 acres in size. We consulted with the Los Alamos County Attorney. We were informed that our valuation aligns with the definition of "K" in Section 7-35-2, which defines residential property as including the reasonable and necessary land.

PTD Review: No Deficiencies Noted

How is the contributory value of any physical changes not already recognized in the property record accounted for and valued (3.6.5.24 B.(3) NMAC)?

Our office adds contributory value to any improvements recognized in a fair and open market transaction. We determine the value of building permits and conduct a re-appraisal process every five years to consider any improvements made. This value is certified to the State as part of the New Construction Value. Additionally, our office maintains cost schedules of all issued building permits through the Los Alamos Community Development Department, which helps us determine the contributory value of any improvements made.

PTD Review: No Deficiencies Noted

Does your CAMA maintain market value as well as capped value?

Yes, our CAMA system maintains both market and capped values.

PTD Review: No Deficiencies Noted

How do you determine "current and correct" values for residential properties after a change of ownership? Be prepared to provide detail to the reviewer.

We determine "current and correct" values through our sales ratio studies. Our CAMA system maintains a "market value" for all residential properties. If ownership changes, our CAMA system will bring that value to market during our rollover.

PTD Review: No Deficiencies Noted

Explain how sales ratios are analyzed by market area, size, age and other key factors during the valuation process.

We can analyze our hybrid regression models using independent and dependent variables within our CAMA system and utilizing histograms.

PTD Review: No Deficiencies Noted

Valuation-Commercial

Which specific commercial areas were reappraised for the 2024 tax year?

All Commercial properties were re-appraised for the 2024 tax year.

PTD Review: No Deficiencies Noted

What is your procedure for collecting and using income and expense data for commercial property valuation?

Income questionnaires are sent out, and the return rate is 30%. Interviews are conducted with realtors and property owners. Leases, mortgages, and other agreements are analyzed. We also have access to CO-Star. We also perform an annual vacancy/occupancy inspection analysis to determine our local market's vacancy/occupancy rates. Demonstration is provided.

PTD Review: No Deficiencies Noted

Are all three approaches to value utilized in valuing commercial properties? Provide specific accounts that have been valued by each method.

Hybrid regression(multiplicative & additive) models based on cost, sales, and income are the foundation of Los Alamos County's values.

PTD Review: No Deficiencies Noted

What policies and procedures are in place to ensure "current and correct" non-residential values?

Our CAMA system maintains the market value of all models and ensures that all valuations match the model values. Our CAMA system includes property codes corresponding to properties eligible for the 3% cap.

PTD Review: No Deficiencies Noted

Did any Commercial properties receive a flat percentage increase? Provide an explanation and support for that percent increase?

No.

PTD Review: No Deficiencies Noted

If commercial values remained unchanged, explain why. Provide supporting documentation.

They increased between 4-6% for 2024. Documents were provided.

PTD Review: No Deficiencies Noted

Agriculture

What are your policies and procedures to ensure proper administration of the Special Method of Valuation for Agricultural land? (§7-36-20 NMSA 1978)

No properties in Los Alamos County are receiving the agricultural special method of valuation.

PTD Review: No Deficiencies Noted

What does your office require of a property owner to qualify for the Special Method of Valuation for grazing?

No properties in Los Alamos County are receiving the agricultural special method of valuation.

PTD Review: No Deficiencies Noted

Do you extend the special method agriculture automatically to those with water rights? And, how are you valuing water rights?

Los Alamos County Currently has no properties with surface water rights.

PTD Review: No Deficiencies Noted

Do you consider horses as livestock in order to qualify for the special method of valuation - grazing? Do you differentiate between "recreational" and "non-recreational" horses?

No livestock is currently being considered because Los Alamos County has no properties receiving the special method of valuation.

PTD Review: No Deficiencies Noted

What are your policies and procedures regarding honeybees and the production of honey related to the land value and personal property?

Los Alamos County currently has no honeybees that are being reported in the production of honey.

PTD Review: No Deficiencies Noted

What is your value per acre of each class of agricultural land (Irrigated, dryland and grazing)?

Los Alamos County Currently has no properties receiving the agricultural special method of valuation

PTD Review: No Deficiencies Noted

Do you remove the special method of valution-agricultural land upon the sale or transfer of the land? Describe policies and procedures followed when removing the agricultural special method of valuation from land.

Los Alamos County Currently has no properties receiving the agricultural special method of valuation.

PTD Review: No Deficiencies Noted

Mapping

Briefly describe the relationship between your GIS or CAD tax parcel map layer and the CAMA system. How are changes in mapped tax parcels and related data in the CAMA system synchronized?

The Los Alamos County Assessor and Treasurer can access the same Owner Information. Each owner is assigned a unique Owner ID, which can be used to identify multiple accounts belonging to the same owner. Our data structure is designed to accommodate various documents and legal descriptions for each account.

PTD Review: No Deficiencies Noted

Referring to section “2.1 Phases of Parcel Mapping” of the Technical Manual, please indicate which Phase best represents your county’s parcel mapping practices.

Los Alamos County is best represented by Phase 4 of the Technical Manual. Our office uses ESRI-ARC Map and Eagle View (Pictometry) systems, which provide detailed information on parcels, road rights, easements, electrical, gas, and water distribution, and offer ortho and oblique imagery.

PTD Review: No Deficiencies Noted

Referring to section “7.2 Attribute Quality Checks” of the Technical Manual, does every real property parcel polygon in your county’s mapping database contain a field that carries a unique identifier?

Yes, each parcel polygon contains a unique PIN.

PTD Review: No Deficiencies Noted

What is your back log of deed splits and/or combinations?

None. Splits and consolidations are routinely performed, and our CAMA system has a workflow for each step of the split and/or combinations and maintains property genealogy after each change.

PTD Review: No Deficiencies Noted

How is it noted in your CAMA system that a change has occurred upon split or combination?

All property splits and consolidations are recorded in our searchable CAMA system document manager, which provides genealogy information. Our CAMA system also has a built-in workflow for each step of a split or combination.

PTD Review: No Deficiencies Noted

Briefly describe your process for confirming parcels are coded correctly for property tax districts (IN's and OUT's).

Los Alamos County maintains only one tax district, consistent with our one school district. The county assessor collaborates with the GIS Coordinator to ensure consistency between Assessor and GIS data.

PTD Review: No Deficiencies Noted

Referring to 2.1 "Phases of Parcel Mapping" (3.) "Tax Parcel plus Publicly Owned Polygons" of the Technical Manual, does your county include federal, State, and local exempt polygons in your county real property parcel coverage? If so, does your county assign these parcels a UPC or account?

UPCs are assigned to all parcels, including Bandelier National Monument, Los Alamos National Laboratory, and Santa Fe National Forest.

PTD Review: No Deficiencies Noted

Are there UPC's in your system that are not location based (not coded using the method defined in the Mapping Manual?) If so, is there a plan to correct these UPC's using the preferred method?

Los Alamos County uses a four-digit extension (for the associated parcel) for Condominium units and building-only accounts, which is an addition to the method defined in the Mapping Manual.

PTD Review: No Deficiencies Noted

What opportunities do you see for growth and improvement in the data, mapping practices, and workflows currently used in your office?

Los Alamos recently bought an Unmanned Aerial Vehicle (UAV-Drone) to replace its old drone. The UAV-Drone will photograph areas with high development between county-wide flyovers. This will give appraisers additional resources when appraising these areas. Our office is fortunate to have a robust parcel mapping system.

PTD Review: No Deficiencies Noted

Describe additional support your office may need/want from PTD.

The Los Alamos County Assessor's Office does not require additional support.

PTD Review: No Deficiencies Noted

Self Assessment

What are your 3 top goals for the coming year?

1. To provide the highest level of customer service available to the taxpayers of Los Alamos County all while ensuring our values are fair and equitable.
2. To ensure that all eligible veterans in Los Alamos County receive their available exemptions.
3. Continue to roll out our E-notice services and expand online services.

PTD Review: No Deficiencies Noted

Are you aware of the technical assistance and the funds available from PTD to provide this technical assistance (7-35-3 NMSA)?

Yes

PTD Review: No Deficiencies Noted

Have you prepared a formal estimate or analysis of necessary staffing? Discuss how you have determined staffing requirements.

Our Property Valuation and Maintenance plan reviews our parcel counts annually to comply with IAAO staffing standards.

PTD Review: No Deficiencies Noted

Have you prepared a formal estimate of necessary physical resources?

Our office is well-designed with ample space for all employees. Each employee is equipped with state-of-the-art equipment to perform their job duties efficiently. We have provided everyone with the necessary furniture and equipment to ensure productivity.

We also have two vehicles available for staff use at any time. Additionally, we offer adequate training to our employees in all areas of appraisal. Our office maintains a library of hard copies and electronic books from reputable sources such as IAAO, Appraisal Foundation, Core Logic, and Appraisal Institute.

PTD Review: No Deficiencies Noted

Are staff members' salaries and benefits competitive? If not, what are your plans to make them competitive?

The HR department at Los Alamos carries out regular market analysis on job positions. Recently, a market study was conducted in FY2024, which resulted in a pay increase for all employees in the Assessor's office. We are also scheduled to appear before the council on April 9th to request full incentive pay for our staff, increasing their incentive pay from $7,500 to $9,000.

PTD Review: No Deficiencies Noted

Is your office well-organized and managed?

Our office is well-organized and managed based on sales ratio studies, valuation metrics, and previous evaluations. Employees are cross-trained and mentored by senior employees.

PTD Review: No Deficiencies Noted

Property Lists

2024 Los Alamos Organizational Property (1 Parcel)
PTD Review: No Deficiencies Noted
All Non-Government Exempt Parcels (§7-38-8.1 NMSA) (8 Parcels)
PTD Review: Recommendation *PTD Comment: The assessor has provided a list of 8 exempt accounts. In review of the assessor's website, a search was conducted that resulted in 666 exempt accounts in which 548 accounts have value. Notably, among the exempt accounts were homeowner's associations and condominiums.* *The inconsistency mentioned, where 82% of exempt accounts do have value, suggests a potential oversight of valuation and misapplication of exemption status §7-36-16 NMSA 1978. The assessors staff provided a list of 1,316 taxable accounts associated to the exempt homeowner's association and condominium accounts. The assessor's claim that the exempt accounts are parent accounts for reference, referred to as open spaces and common areas, and that their value is included in the subdivision landowners' taxable value, raises transparency issues. The value distributed cannot be identified, making it difficult to verify the accuracy of the tax assessments. §47-7A-5 NMSA 1978 which outlines the process for Taxation of condominiums and association of unit owners. For purposes of assessment or valuation the statute ensures that the property taxes are levied in a fair and consistent manner, reflecting the actual owner and use of the property. The assessor's office should take steps to address any inconsistencies and work towards a solution that aligns with the accurate and fair property valuation.* *In addition, exemption status should not be used as a proxy for value identification. The recommendation for the assessor to collaborate with their CAMA (Computer Assisted Mass Appraisal) provider aims to rectify this inconsistency by ensuring that all accounts, whether exempt or not, are accurately valued and that the exemption status is applied correctly.*
Special Agricultural Parcels: All Grazing (No Parcels)
PTD Review: No Deficiencies Noted *PTD Comment: Los Alamos County currently does not have Agricultural parcels.*
Special Agricultural Parcels: All Irrigated (No Parcels)
PTD Review: No Deficiencies Noted
Special Agricultural Parcels: All Dry Land (No Parcels)
PTD Review: No Deficiencies Noted
All Parcels with Filed Protests (regardless of how resolved) (38 Parcels)
PTD Review: No Deficiencies Noted *PTD Comment: The assessor has provided a list of 38 protested accounts in addition to supporting documentation for adjustments. No issues noted.*
All Parcels Subject to a Treasurers Change Order from October 1st of 2023 to present (7-38-77 NMSA) (4 Parcels)
PTD Review: No Deficiencies Noted *PTD Comment: Four accounts and supporting documents were reviewed for compliance with §7-38-77 NMSA 1978.*
All Parcels that have a 100% disabled veterans' exemption (46 Parcels)
PTD Review: No Deficiencies Noted *PTD Comment: In review of the disabled veteran exemption, a sample of 12 accounts was reviewed and found to be in compliance with statute 7-37-5.1 NMSA 1978.*
All Properties with Open Building Permits for New Construction Only (203 Parcels)
PTD Review: No Deficiencies Noted *PTD Comment: The assessor compiled a list of 203 accounts associated with building permits for the year 2023. A sample of 14 accounts were reviewed, revealing no issues. Additionally, the assessor conducts an in-depth analysis of both the market and cost aspects related to new construction.*
All parcels owned by Elected Officials, County Manager, County Attorney, including rental properties and properties owned by spouse - If none owned, the property where they reside (16 Parcels)
PTD Review: No Deficiencies Noted

ATTACHMENT B

No post-evaluation comment has been left.

Reviewers:	Desiree Trujillo and Phillip Sena
Evaluation Dates:	March 28, 2024 through April 4, 2024

PTD General Comments:
The Assessor and Deputy Assessor were highly responsive and supportive during the evaluation. They are dedicated to maintaining assessment protocols in alignment with their property maintenance plan. Los Alamos County exemplifies best practices and strives to maintain current and correct values. The staff is competent and experienced in their positions. The Assessor's Office is always open to additional continuing educational opportunities and new ideas.

LOS ALAMOS

Assessor's Office

May 15, 2024

Los Alamos County Assessor's Office
1000 Central Avenue, Suite 210
Los Alamos, NM 87544

ASSESSOR
George Chandler
CHIEF DEPUTY ASSESSOR
Lucas Fresquez
CHIEF APPRAISER
Nerio Gurule
APPRAISERS
Betty Martinez
Curtis Valencia
ASSESSMENT SPECIALIST
Isabella Martinez
APPRENTICE APPRAISER
Melvin Martinez
OFFICE SPECIALIST
Ashley Martinez

RE: Evaluation Response (Common Area, Condo Common, Open Area accounts)

Dear Phillip,

The Los Alamos County Assessor's Office has classified the above-mentioned account types according to NMSA 7-36-2.1. You can find the classification of these account types on Eagle Web. Additionally, our CAMA system contains the correct property code for each specific account. These accounts' taxable values are within the accounts in each specific condo declarations, subdivisions, or neighborhoods within the referenced plat.

During our evaluation, we clarified that these accounts are only for reference purposes. Specifically, they were created in our old legacy system with limited data storage capabilities. We have maintained these accounts to reference documents or parent/sibling accounts. Our entire evaluation was focused on these accounts, and no statute was provided other than the classification statute (NMSA 7-36-2.1), which we were already following.

The confusion arose from the value being $0 (exempt), as the value for these accounts was already correctly assigned to the appropriate associated account. We have removed the model to address the confusion, and it will now have a blank value rather than $0 (exempt).

1000 Central Avenue, Suite 210
Los Alamos, NM 87544
P 505.662.8030 F 505.663.1764

losalamosnm.us

The accounts will retain the same classification and property code. Please consider this letter our proactive response to the confusion over these accounts. If you have any questions or want to discuss this further, please get in touch with me anytime. Thank you for your attention to this matter.

ASSESSOR
George Chandler
CHIEF DEPUTY ASSESSOR
Lucas Fresquez
CHIEF APPRAISER
Nerio Gurule
APPRAISERS
Betty Martinez
Curtis Valencia
ASSESSMENT SPECIALIST
Isabella Martinez
APPRENTICE APPRAISER
Melvin Martinez
OFFICE SPECIALIST
Ashley Martinez

Thank you,

Lucas Fresquez

Chief Deputy Assessor

George Chandler

Los Alamos County Assessor

CC: Ira Pearson

New Mexico Property Tax Director

1000 Central Avenue, Suite 210
Los Alamos, NM 87544
P 505.662.8030 F 505.663.1764
losalamosnm.us

County of Los Alamos

Staff Report

April 08, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	B.
Index (Council Goals):	Economic Vitality - Local Business; Economic Vitality - Downtown Revitalization
Presenters:	Loryn 'Ryn' Herrmann, Councilor, Randall Ryti, Councilor, David Reagor, Councilor and Anne Laurent, County Manager
Legislative File:	**20014-25**

Title

Presentation by Cities Work and Possible Action of Council Support of an Evaluation of the County's Permitting Requirements and Processes

Recommended Action

I move that Council support engaging with Cities Work to evaluate the County's permitting requirements and processes.

County Manager's Recommendation

The County Manager supports engaging in discussions with the community and organizations that result in constructive feedback for improvement, however remains cautious in spending staff resources on areas of concern that are outside of the County's jurisdiction.

Body

Cities Work presented to the Small Business Working Group of Council at the request of the Local Business Coalition. Although Cities Work have generally worked with larger cities and in states outside of New Mexico, they have expressed an interest in evaluating Los Alamos.

Cities Work will present using the slides included in Attachment A.

Areas of concern about the County's permitting process that are outside of the local jurisdiction include the following: State of New Mexico's Anti-Donation Clause in the State Constitution, adoption of the building codes (International Building Code, fire code, plumbing code, electrical code, energy code, etc.) by the State of NM, and inspections such as plumbing, electrical, food handling, child care, and others that are not County permits or inspections.

Alternatives

Council could choose not to support an evaluation by Cities Work or provide alternative guidance.

Fiscal and Staff Impact/Unplanned Item

Although there is no cost the County for this evaluation, the staff time and resources needed to support the evaluation is unknown.

Attachments

A - Cities Work Presentation

From Barriers to Breakthroughs

LEVELING THE REGULATORY PLAYING FIELD TO EMPOWER ENTREPRENEURS.

Agenda Overview

ABOUT CITIES WORK

Who we are and what we do

BARRIERS TO BUSINESS

Report context and key findings

CITIES WORK CASE STUDIES

Our work in Fort Worth

QUESTIONS & ANSWERS

Ask any questions and offer any feedback!

About Cities Work

We are Institute for Justice's non-partisan regulatory consulting initiative committed to increasing economic opportunity and fostering entrepreneurship in cities across the country.

We partner with cities to make it cheaper, faster, and simpler to start a small business—all free of charge.

Projects & Partnerships

Approach



Founded on collaboration with city government



Guided by the lived experience of entrepreneurs



United with community stakeholders



Grounded in operational sustainability

Project Pillars



Comprehensive Research & Analysis on Local Business Regulations



Insights Gathering with Entrepreneurs and City Stakeholders



Customized Strategy Reform Implementation & Continual Learning

Why Regulatory Reform?

41%

Of Americans would start a business in the next 6 months if they could.

<2%

Actually do.

~50%

Cite government fees and regulations as a reason.

Reform Goals



Champion simple, accessible, and transparent permit and licensing processes.



Ensure equitable access to city staff and resources for all business owners, regardless of background or socioeconomic status.



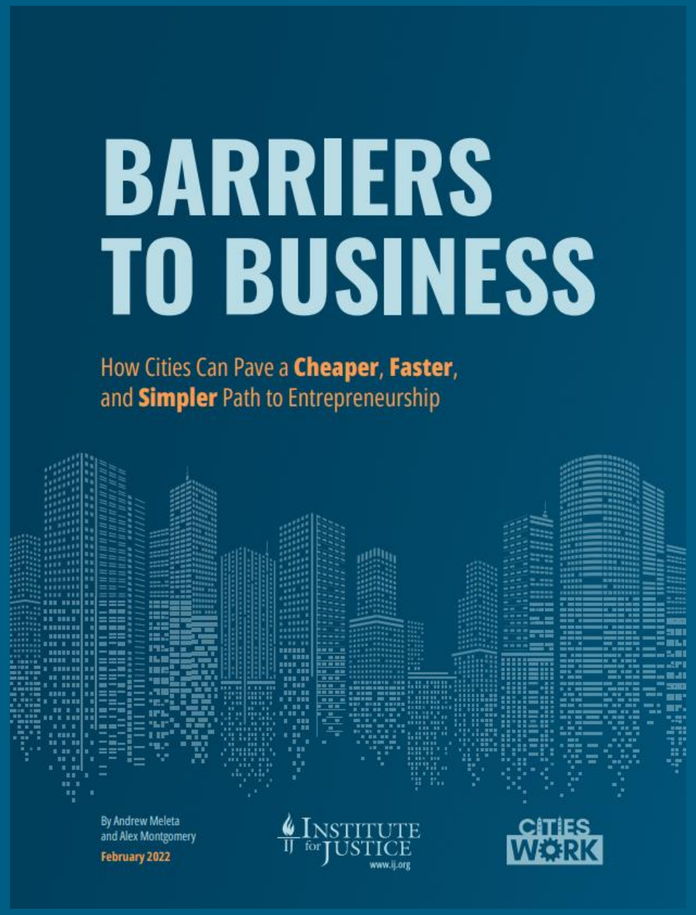
Increase transparency and accountability at all levels of city government throughout the process of starting a small business.



BARRIERS TO BUSINESS

AN OVERVIEW

Barriers to Business Report



20 Cities Across the US

Local Business Regulations Analysis

Overall Report Results



Average cost to start a restaurant was more than $5,300 across 13 fees



Opaque regulations; cities rarely create reliable one-stop-shops



Average of 55 steps to start a barbershop, with 8 agencies involved



Burdensome zoning and building permit requirements



Specific business types face unique barriers



CASE STUDY: FORT WORTH, TX

Project Timeline



RECRUITED BY AN ESO TO CONDUCT RESEARCH ON FORT WORTH

FORMALIZED PARTNERSHIP WITH TEAM FORT WORTH

IN-DEPTH REGULATORY RESEARCH & LOCAL INSIGHTS

REFORM IMPLEMENTATION

CONTINUAL LEARNING AND ADJUSTMENTS

Fort Worth Restaurant

FINDINGS



Total Cost: $4,250



Number of Fees: 21



Minimum in-person activities: 8



Number of Agencies Involved: 9



Number of Forms: 18



Number of Steps: 63

One-Stop Shop Score

1/5

- ✗ Connecting city requirements with processes from other levels of government
- ✗ Completing forms and registrations through the portal, not through each agency's own website
- ✗ Covering all city requirements, not just requirements for getting a business license
- ✗ Providing a single log-in opportunity so entrepreneurs can organize information and track progress in one location
- ✓ Guiding entrepreneurs effectively through the process

Fort Worth Reform Report



Regulatory Research

Local Insights Synthesis

Main Goals &
Recommendations

New One-Stop Shop Score

4/5

- ✓ Connecting city requirements with processes from other levels of government
- ✗ Completing forms and registrations through the portal, not through each agency's own website
- ✓ Covering all city requirements, not just requirements for getting a business license
- ✓ Providing a single log-in opportunity so entrepreneurs can organize information and track progress in one location
- ✓ Guiding entrepreneurs effectively through the process

Main Insights Categories

NAVIGATING PERMITTING AND LICENSING PROCESSES

- General confusion
- Poor website user experience
- Subjective inspections
- Harmful grease trap requirements
- Application issues due to siloed city departments

ACCESSING CITY RESOURCES

- Finding and obtaining resources
- A lack of adequate resources for entrepreneurs facing the highest barriers to entry and current small entrepreneurs
- Obtaining affordable commercial spaces

INTERACTING WITH THE CITY

- A feeling of subjective policies
- An exclusionary reputation in unofficial practices
- Communication challenges for non-native English speakers

Strategies & Recommendations



Reduce compliance costs to entrepreneurs.



Eliminate and/or consolidate duplicative or unnecessary permits and documentation.



Increase access to city resources and staff.



Increase and improve cross-training for city employees and communication between departments.

Team Fort Worth

- Small Business Task Force
- Fort Worth City Council
- Sparkyard
- Hispanic Chamber of Commerce
- Metropolitan Black Chamber of Commerce
- Fort Worth Chamber of Commerce

Key Takeaways from Fort Worth

- Value of working with trusted community organizations to ensure cultural competency.
- Identify champions within the city government and the entrepreneurial ecosystem.
- Maintain a realistic understanding of reform timelines.



ANY QUESTIONS?

Scan here for the Cities Work Playbook!

Contact:
Chad Reese
creese@ij.org

County of Los Alamos

Staff Report

April 08, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	C.
Index (Council Goals):	Economic Vitality - Downtown Revitalization; Economic Vitality - Local Business
Presenters:	Anne Laurent, County Manager and Shanna Sasser, Economic Development Administrator
Legislative File:	**19921-25b**

Title

Continuation of Update and Request for Guidance on Metropolitan Redevelopment Area (MRA) - Downtown East Los Alamos

Recommended Action

I move that Council support [*insert alternative 1, 2, 3 or other*] for the MRA Downtown East Plan.

County Manager's Recommendation

The County Manager recommends that Council consider the alternative options presented.

Body

The MRA Downtown East Los Alamos plan has been under development for almost a year. WIth transitions within the Community Development Department staffing and some resident confusion about what an MRA is and could enable that they do not support, the Economic Development Administrator and County Manager would like to take a step back from completing the plan and obtain some guidance from Council.

The presentation (Attachment A) outlines the priorities and concerns resulting from the past year of conversations, and offers some alternative paths forward for consideration. Attachment B is the established boundary of the MRA Downtown East Los Alamos including the areas shaded the color brown - two different shades where the MRA boundary differs from the downtown boundary.

Alternatives

Council could choose to support one of the options presented for consideration or could provide alternative direction.

Attachments

A - MRA Downtown East Presentation
B - MRA Downtown East Boundary Map

MRA
Downtown East Los Alamos

County Council Regular Meeting

March 25, 2025

Background

New Mexico State Statute empowers municipalities to establish “Metropolitan Redevelopment Areas” in downtown areas suffering from blight, physical and economic deterioration, and/ or facility underutilization. The statute grants municipal bodies the ability to implement certain activities within these areas that can stimulate economic development, including:

- Land and building acquisition
- Adaptive reuse or demolition
- Rezoning and modification of zoning regulations
- Transportation improvements
- Cultural and community facilities
- Housing Projects

- Assessment of Downtown Los Alamos was completed in February 2024
- Enabling Ordinance and establishment of the boundary area was approved May 7, 2024
- Completing the plan has been ongoing since that time

Downtown East Priorities

- Demolition of blighted and vacant structures
- Improve entryway aesthetics into Los Alamos and improve walkability
- Improve public infrastructure such as utilities, streets or other public amenities
- Higher density and mixed-use development (street level storefronts with smaller footprints supporting small business and affordable/workforce housing)
- Increased GRT from redevelopment

MRA Tools

- Generating a fund with increased tax revenues from redevelopment – restricted to use only within the boundary
- Basis for creating a Tax Increment Financing District (TIF) – unknown impacts
- Public-Private Partnerships – unclear how it is more enabling that what can already be done though LEDA and a Development Agreement for public infrastructure
- Development Incentives – unclear boundary with the NM Anti-Donation clause and seems to be effective when the local government owns land within the MRA boundary
- Tax Abatement - unknown impacts
- Zoning Code Exemptions - new development code adopted 12/22 enabling higher densities and mixed-use in the downtown areas
- Direct contributions – seems to be same as LEDA because typically tied to expanded GRT and job creation
- Fee waivers – no impact fees charged in Los Alamos

Concerns

- Small area with few property owners
- Includes existing rental housing
- No specific exemption of MRA from NM Anti-Donation Clause
- Limits use of increased GRT revenues by a TIF that could be offered more broadly for economic development purposes
- Most of the identified priorities could be executed without the existence of an MRA and without the constraints of the boundaries
  - using LEDA and affordable housing exemptions from the NM Anti-Donation Clause and CIP funding for walkability and streetscape improvement projects

Potential Options

Below are a few options for discussion and general guidance purposes:

- Alt 1 – Complete the plan and present to Council for consideration before the end of Summer 2025
- Alt 2 - Hire an economic expert consultant to evaluation the monetary potential of a Tax District or Tax Abatements an incentive for redevelopment
- Alt 3 - Consider pausing the MRA Downtown East Los Alamos initiative indefinitely

Questions?



ATTACHMENT B

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County of Los Alamos

Staff Report

April 08, 2025

Agenda No.:	D.
Index (Council Goals):	Quality of Life - Mobility
Presenters:	Eric Ulibarri, County Engineer and Eric Martinez, Public Works Director
Legislative File:	**19954-25**

Title

Initial Presentation of Los Alamos County Pedestrian Master Plan

Body

In 2023, staff applied for and was awarded $100,000 in grant funding through the New Mexico Department of Transportation, Transportation Alternatives Grant program to perform an update to the existing Los Alamos County 1998 Pedestrian Master Plan.

Staff tasked Wilson and Company through a County engineering on-call agreement to assemble an updated plan. The plan was guided by incorporating Vision Zero principles and the Federal Safe Systems Approach to focus on improving road network infrastructure within Los Alamos townsite and White Rock.

Updates to the Pedestrian Master Plan include a comprehensive evaluation of the existing pedestrian system, identification of gaps and barriers in existing pedestrian infrastructure, analysis of connectivity of pedestrian infrastructure, and promotion of increased safety within pedestrian facilities. The plan also analyzes crash data and provides a priority list of recommended pedestrian projects.

The plan contains essential tasks including community outreach with a community survey conducted in 2024, three public meetings held in conjunction with regularly scheduled Transportation Board meetings, and engagement with local walking group LA Walks.

Staff is currently working with Wilson and Company to address comments received from the public and Transportation Board. The final draft of the plan is scheduled for recommendation by the Transportation Board on June 5, 2025 followed by a request for adoption from County Council in late June or early July.

Attachments

A - Presentation
B - Pedestrian Master Plan Draft
C - Pedestrian Master Plan Appendices

Los Alamos County

Pedestrian Master Plan Update

County Council Session

April 8, 2025

LOS ALAMOS

WILSON & COMPANY
HIGHER RELATIONSHIPS

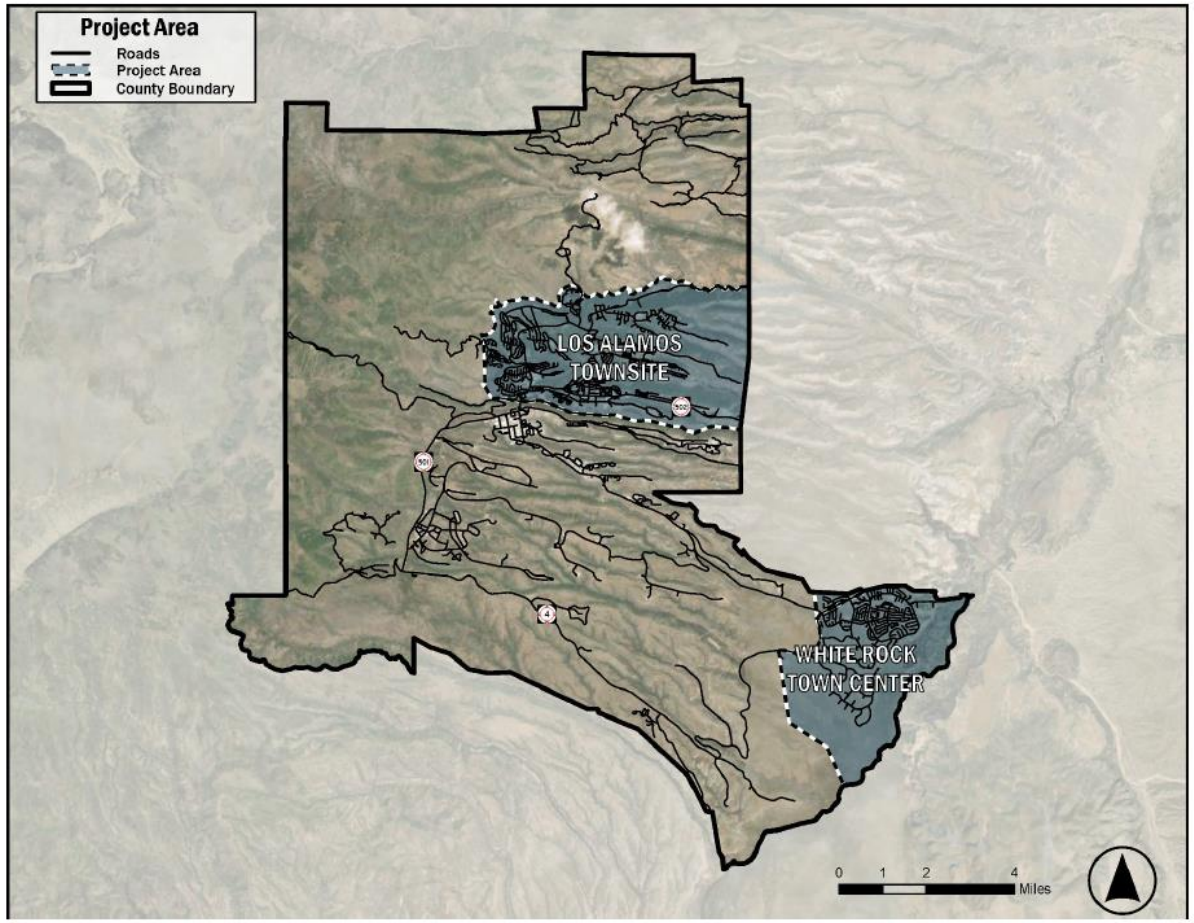
Attachment A

Agenda

i. Welcome and Introduction
ii. Vision and Goals
iii. Public Engagement Overview
iv. Existing Conditions Overview
    i. Key Findings
    ii. Crash Data
    iii. Areas of Concern
v. Recommendations Overview
vi. Recent Updates and Next Steps
vii. Questions and Discussion

Introduction

- Overview of the Pedestrian Master Plan's purpose: To guide the development of pedestrian infrastructure.
- Focus areas: Los Alamos Townsite and White Rock Town Center, including key connectivity areas.
- Vision Zero and Safe Systems Approach: To reduce pedestrian-related injuries and fatalities, integrating safety in design.



Vision and Goals

Vision: *A walkable community where residents and visitors can walk with confidence, safety, and accessibility.*

Goals:

1. Safety: Reduce pedestrian-related crashes and severity through systematic design improvements.

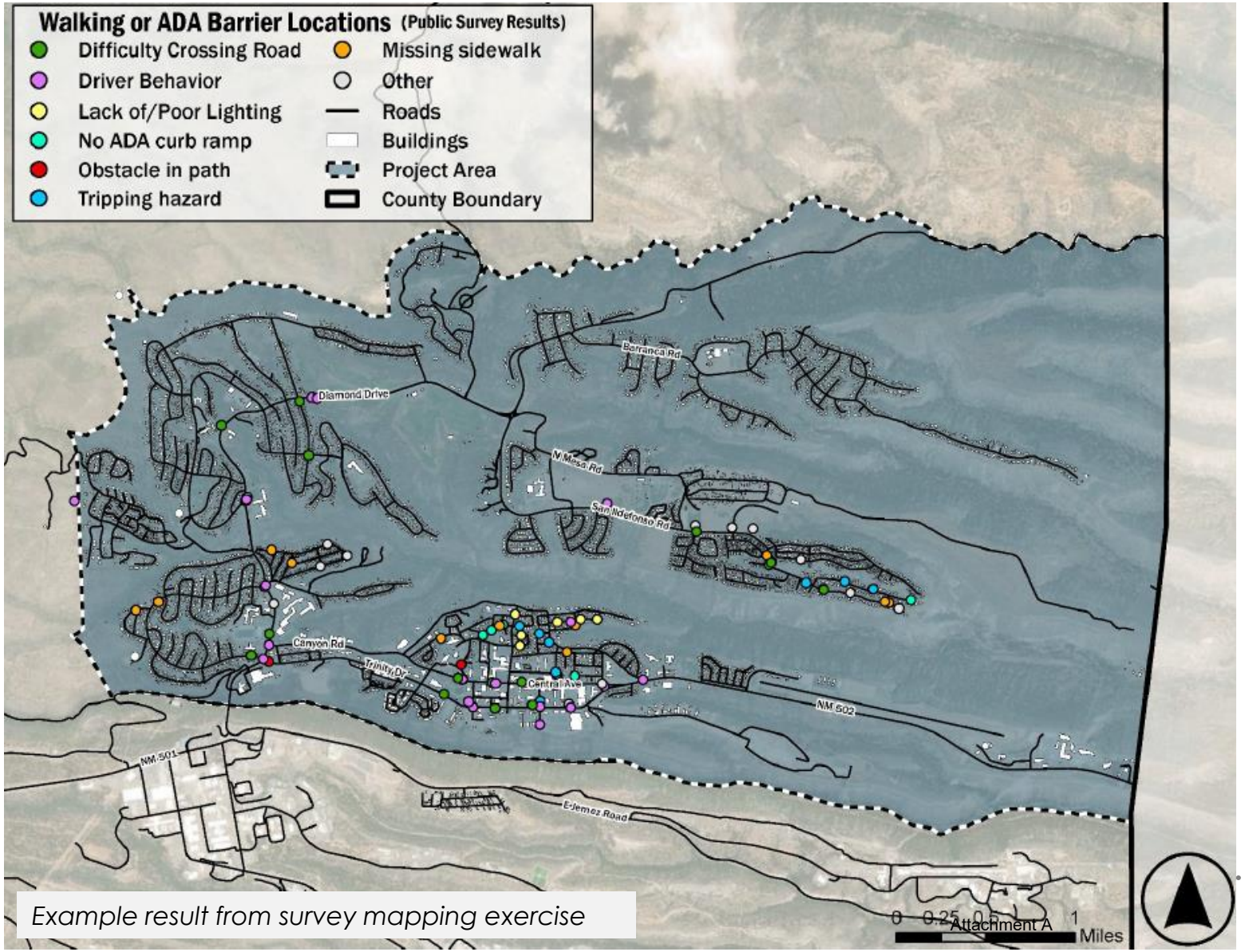
2. Connectivity: Develop a seamless, accessible pedestrian network

3. Health: Increase physical activity and improve public health by encouraging walking.

3. Vibrancy: Build a thriving pedestrian network that promotes community and economic growth.

4. Equity: Ensure equitable access to pedestrian infrastructure for all community members.

Public Engagement Overview



Example result from survey mapping exercise

A survey and public meetings were held to gather public input

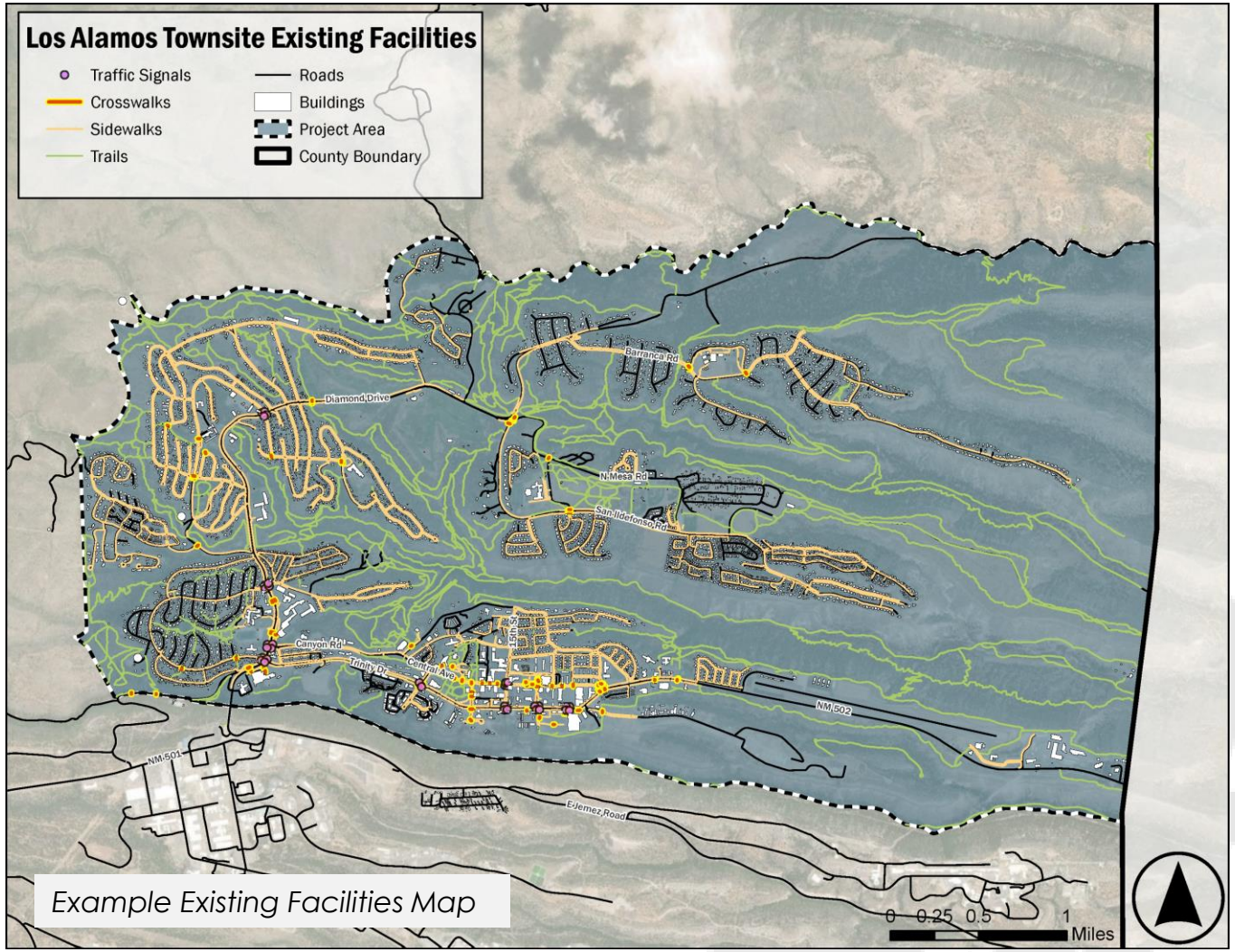
Key themes from the public:

- **Barriers to walking (mapping exercise)**
  Top concerns are speeding, insufficient safe crossings, and busy streets with inadequate sidewalks
- **Priority improvement locations**
  Respondents prioritized addressing locations with frequent pedestrian injuries, improving school routes, enhancing walkability at high traffic areas, and improving accessibility and connectivity to transit stops
- **Preferred walking path design**
  Raised sidewalks with curb separation and landscaped buffers
- **Types of Improvements**
  Major barriers should be addressed (speeding; sidewalk gaps; safer crossings) at critical locations such as Trinity Dr and school zones. And pedestrian infrastructure maintenance should be prioritized

Existing Conditions

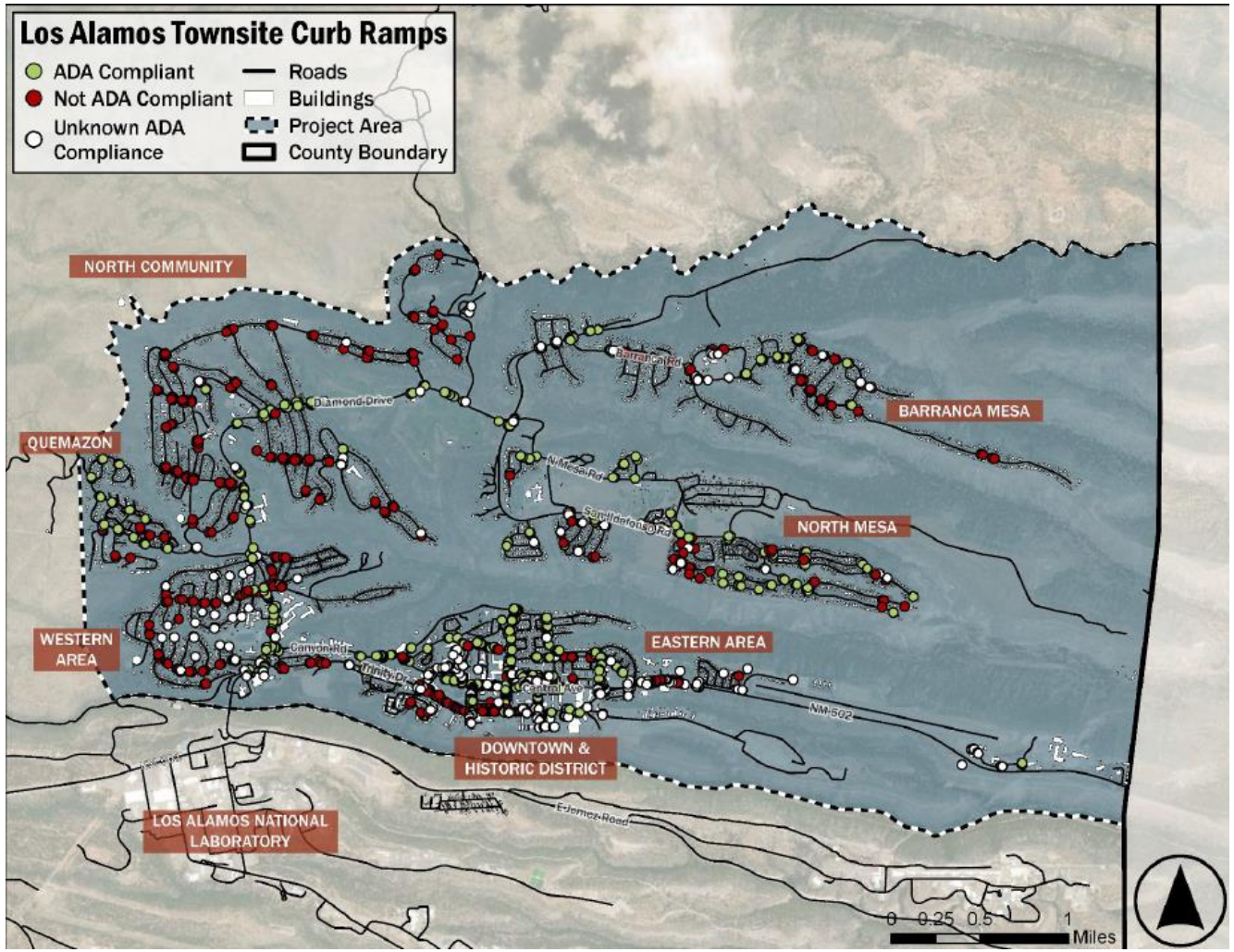
The Existing Conditions analysis includes the assessment of:

- Facilities locations – sidewalks, trails, signalized intersections, marked crosswalks
- Sidewalk conditions and widths
- ADA curb ramp compliance
- Pedestrian destinations
- Crash data analysis
- Areas of Concern/Barriers



Example Existing Facilities Map

Existing Conditions – Key Findings



Key findings tell us that:

- Los Alamos County has a well-established pedestrian network with connected sidewalks and pedestrian-friendly crossings, however, there can always be improvements to safety and accessibility
- Most sidewalks are less than 5 feet in width (86.45 miles), which impacts accessibility
- ADA curb ramp compliance increased by 10%, but there are still significant gaps in some areas
- Downtown Los Alamos, Diamond Drive, and the northern boundary of White Rock house a concentration of pedestrian destinations and activity, calling for a greater focus of improvements

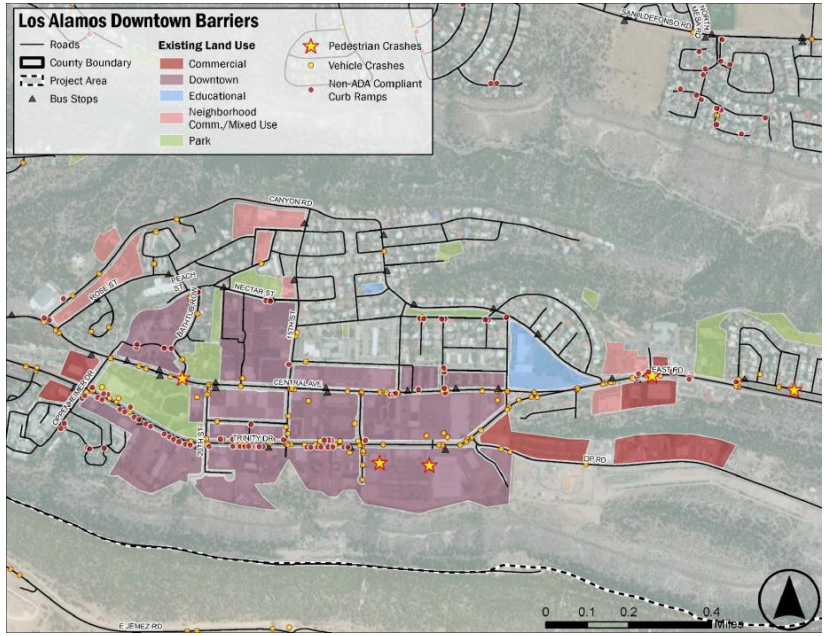
Existing Conditions – Crash Data

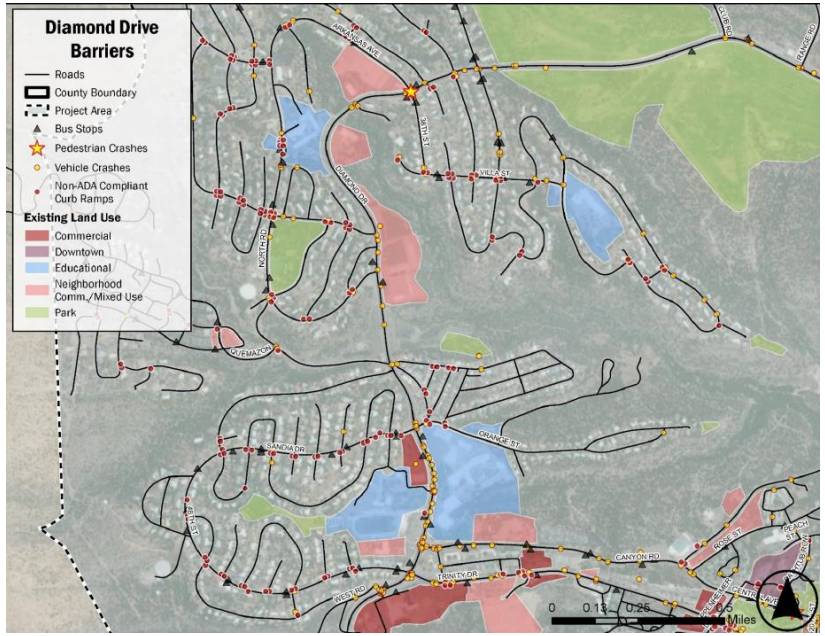
- Between 2018-2022, Los Alamos County recorded 770 crashes, 8 involving pedestrians.
- Highest pedestrian-involved crash locations: Trinity Drive, Diamond Drive, and key intersections such as 38th Street.
- 2022 showed a rise in pedestrian-involved crashes from 1 to 2 pedestrian crashes, highlighting the need for continued safety improvements.

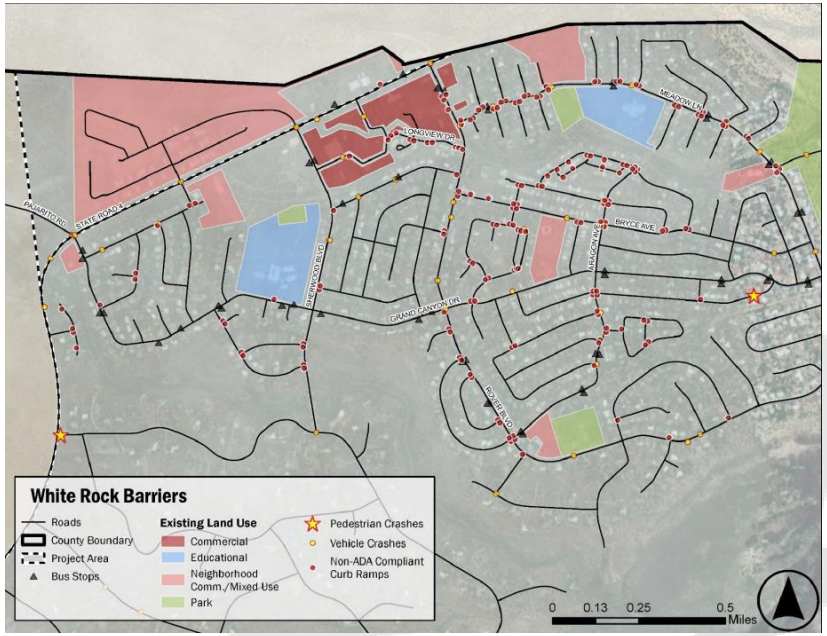
Los Alamos Townsite Crash Types by Year				
Year	Total Crashes (% Change from 5-Year Average)	Total Crashes 5-Year Average	Pedestrian Crashes (% Change from 5-Year Average)	Pedestrian Crashes 5-Year Average
2018	125 (+15.36%)	105.8	1 (-16.67%)	1.2
2019	122 (+13.28%)	105.8	1 (-16.67%)	1.2
2020	85 (-24.47%)	105.8	1 (-16.67%)	1.2
2021	89 (-23.37%)	105.8	1 (-16.67%)	1.2
2022	108 (+2.04%)	105.8	2 (+66.67%)	1.2

Existing Conditions – Areas of Concern

3 Areas of Concern were identified which have the greatest concentration of barriers to a safe and accessible pedestrian environment: Downtown Los Alamos, Diamond Drive; and the Northern boundary of White Rock. These areas are reflected in the recommendations identification.







Recommendations

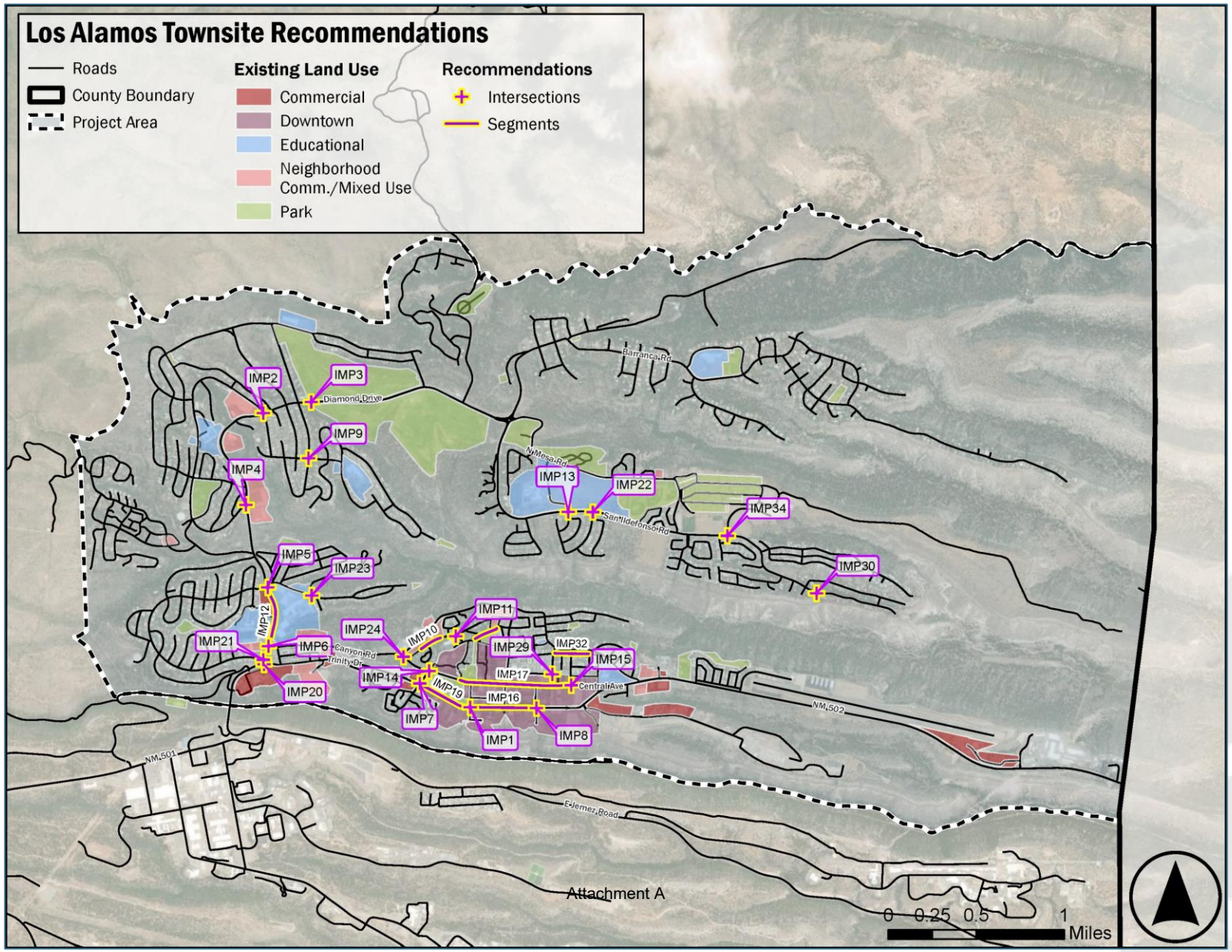
The Recommendations chapter provides:

- A set of Traffic Calming Design Techniques
- An inventory of pedestrian related projects identified in previous plans
- A set of 34 location-specific recommendations with estimated timeframes, construction costs, and additional requirements
- A prioritization scoring methodology to rank the recommendations
- Recommended funding opportunities and implementation strategies

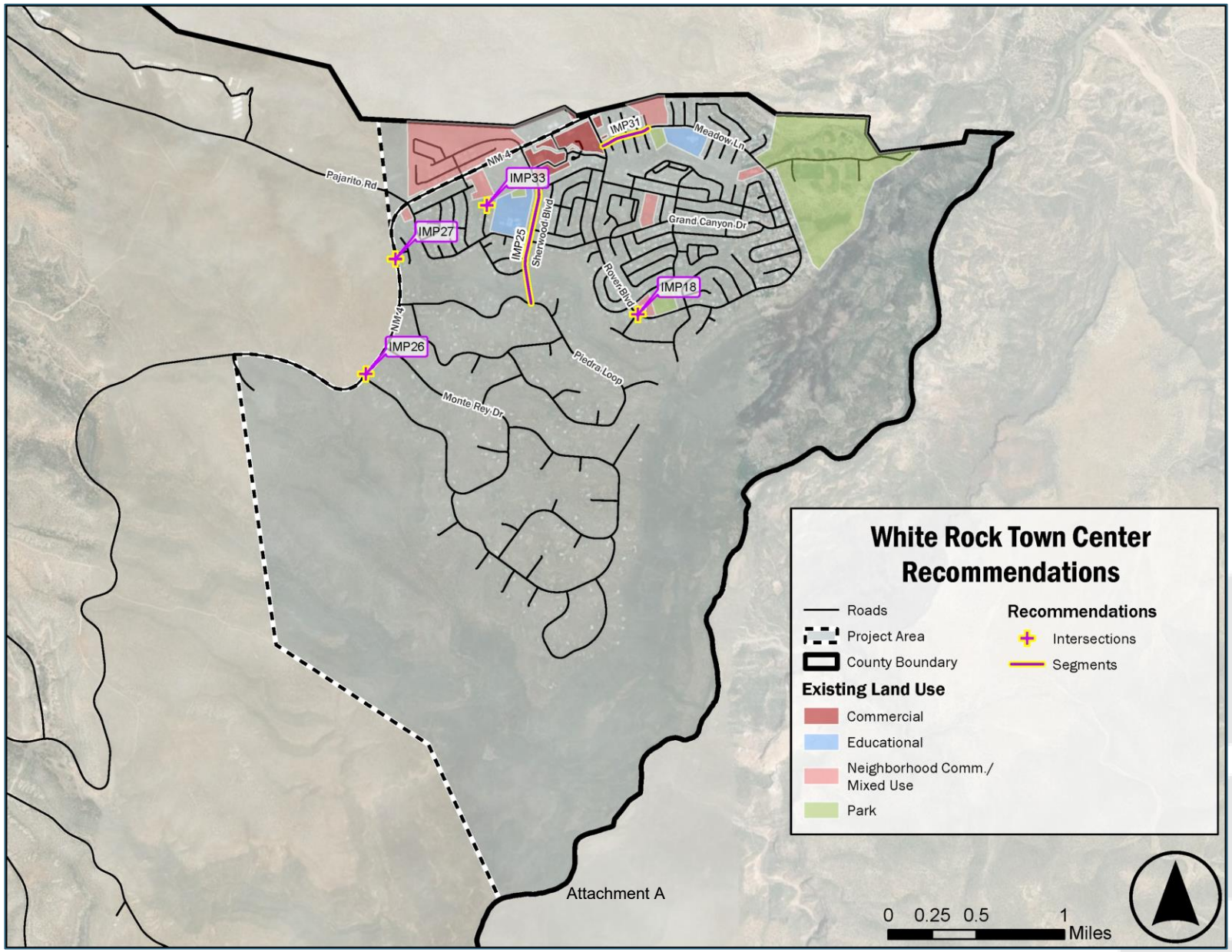
ID	Improvement Recommendation	Location	Construction Cost Estimate	Timeframe	Additional Requirements
IMP1	High Visibility cross walks, signage, and PHB for both EB/WB approaches (pedestrians travelling NB/SB)	20th St and Trinity Drive	$5,710/each high vis. crosswalk $560/each signage $57,680/each PHB	Long-Term	Engineering Study
IMP2	Repaint crossing striping	Southbound approach at Diamond Drive and Arkansas Avenue	$770/each standard crosswalk	Short-Term	
IMP3	Enhance landscaping on median and add curb extensions	East of 35th Street and Diamond Drive	$13,000/each curb extension $15 - $25/sq ft of landscaping	Mid-Term	Engineering Study
IMP4	Install high visibility crosswalk and RRFB	Sycamore Street and Diamond Drive	$5,710/each high vis. crosswalk $14,160/each RRFB	Mid-Term	Engineering Study
IMP5	Insert marked crosswalk at northbound approach and Pedestrian Push Buttons	Sandia Drive / Orange Street and Diamond Drive	$770/each standard crosswalk $1,200/each push button installation	Short-Term	
IMP6	Repaint pedestrian crossing striping and add Leading pedestrian interval	Eastbound approach at Canyon Road and Diamond Drive	$770/each standard crosswalk $1,500/ped signal re-timing	Short-Term	Engineering Operational Study
IMP7	Repaint pedestrian crossing striping	Southbound Approach at Oppenheimer Drive and Trinity Drive	$770/each standard crosswalk	Short-Term	
IMP8	Repaint high visibility pedestrian crossing striping	Northbound and southbound approaches at Knecht Street and Trinity Drive	$5,710/each high vis. crosswalk	Short-Term	

Example of Recommendations table

Location-Specific Recommendations



Location-Specific Recommendations



Location-Specific Recommendations

Notable Recommendations Include:

- **Trinity Drive Improvements**: Enhancing safety with widened sidewalks, landscaped buffers, and improved crossings to better serve pedestrians along this key corridor.
- **School Zone Enhancements**: Upgrading crosswalks, signage, and curb ramps to ensure safer pedestrian access near schools.
- **Diamond Drive Improvements**: Adding curb extensions, landscaping, and crossing enhancements to improve safety and accessibility throughout this vital corridor.

Recent Updates and Next Steps

- The Pedestrian Master Plan was presented to the T Board Feb. 6 where comments were received from the public and board members, in addition to comments from the 'LA Walks' walking group. Review and implementation of comments received is in progress.

- Additional funding was provided to revise and finalize the plan according to feedback received. Feedback includes:

  - Expanded recommendations for Safe Routes to School
  - Landscaping and Visibility management strategy recommendations
  - Expanded integration of Vision Zero principals
  - Make the Plan a "Living Document" allowing for updates for additional engagement processes revisions when needed.

- *The plan completion will occur in June with an anticipated final presentation to the T Board on June 5 and a request for Council's adoption on June 24*

Questions and Discussion

Thank you!

Open floor for questions and discussion on any immediate concerns or suggestions

Los Alamos County

PEDESTRIAN MASTER PLAN

February 2025

Attachment B

LOS ALAMOS

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GOVERNOR
Michelle Lujan Grisham

DEPUTY GOVERNOR
Howie Morales

LOS ALAMOS COUNTY COUNCIL MEMBERS

Theresa Cull
Melanee Hand
Suzie Havemann
Ryn Herrmann
Beverly Neal-Clinton
David Reagor
Randall Ryti

STEERING COMMITTEE MEMBERS

Justin Gibson
Karen Henderson
Eric Martinez
Juan Rael
Louise Romero
Julia Strong
Eric Ulibarri
Keith Wilson

LOS ALAMOS COUNTY TRANSPORTATION BOARD

Michael Altherr
Karen Edwards
David Hampton
Paul Lisowski
Joshua Muck
Georgia Strickfaden
Nancy Talley

WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

Noah Berke
Angelica Bryant
Germaine Calimlim
Edward Cordova
Hannah Haake
Conrad Ley
Liam Strader-Monaghan
Paige Wolfrom

EXECUTIVE SUMMARY

The Los Alamos County Pedestrian Master Plan Update demonstrates the County's dedication to creating a safe, accessible, and thriving pedestrian environment. This plan prioritizes critical areas within Los Alamos Townsite and White Rock Town Center, integrating principles from Vision Zero and the Federal Safe Systems Approach. The strategic recommendations aim to enhance safety, connectivity, equity, and vibrancy, fostering walkability and improving the quality of life for all residents.

Guiding Goals

1. **Safety**: Reduce pedestrian-related crashes and their severity through systematic design improvements, such as high-visibility crosswalks, speed feedback signage, and enhanced pedestrian crossings.
2. **Connectivity**: Develop a well-connected pedestrian network that links neighborhoods, key destinations, and recreational areas to ensure seamless mobility for all users.
3. **Equity**: Ensure walkability for everyone, focusing on underserved populations and achieving compliance with the Americans with Disabilities Act (ADA).
4. **Health**: Encourage physical activity by improving accessibility and connectivity to parks, schools, transit hubs, and other key destinations.
5. **Vibrancy**: Support the development of a robust pedestrian network that enhances economic vitality and community engagement. Walkable neighborhoods with safe access to schools, transit, and local businesses can sustain vibrant communities and strengthen a sense of place.

Planning Process and Community Engagement

The plan is grounded in public input and an analysis of existing conditions within the pedestrian environment, providing an evaluation of the strengths and challenges in Los Alamos County. A comprehensive community engagement process involved residents through surveys and meetings, ensuring that feedback directly informed the recommendations. The assessment of existing conditions, including sidewalk infrastructure, ADA curb ramp compliance, crash data, and key pedestrian destinations, facilitated the identification of the Areas of Concern and guided the development of targeted improvements.

Recommendations

Chapter 6 Recommendations outlines traffic calming techniques, projects identified in previous plans, funding opportunities, and implementation strategies. A set of location-based recommendations are provided with planning level estimates for costs, timeframes, and additional requirements.

The prioritization of the recommendations is guided by a comprehensive scoring methodology that evaluates projects based on five key criteria:

1. **Safety (35 points)**: Addresses crash history, vehicle speeds and volumes, and documented public safety concerns.
2. **Connectivity (25 points)**: Evaluates proximity to key destinations and the potential to fill critical network gaps.
3. **Equity and Accessibility (20 points)**: Focuses on ADA compliance and service to vulnerable populations.
4. **Community Support (10 points)**: Reflects the public input and prioritization level.
5. **Implementation Feasibility (10 points)**: Considers project cost, complexity, and funding opportunities.

The weighted scoring system ensures projects are prioritized based on an equitable and strategic approach to achieving a safer, more connected pedestrian network.

This set of recommendations emphasizes critical improvements, including high-visibility crosswalks, enhanced pedestrian signage, ADA curb ramp upgrades, and enhanced connectivity. Notable projects include:

- **Trinity Drive Improvements**: Enhancing safety with widened sidewalks, landscaped buffers, and improved crossings to better serve pedestrians along this key corridor.
- **School Zone Enhancements**: Upgrading crosswalks, signage, and curb ramps to ensure safer pedestrian access near schools.
- **Diamond Drive Improvements**: Adding curb extensions, landscaping, and crossing enhancements to improve safety and accessibility throughout this vital corridor.

Vibrancy and Connectivity

The Los Alamos County Pedestrian Master Plan emphasizes the importance of cultivating a connected and thriving pedestrian network. A well-designed pedestrian system directly enhances the health, safety, vibrancy, and economic vitality of a community. Walkable neighborhoods with safe access to schools, transit, and businesses foster dynamic, lively spaces that attract residents and visitors alike. Increased pedestrian accessibility will strengthen the County's most active and prosperous areas, promoting economic growth and a stronger sense of community.

The Los Alamos County Pedestrian Master Plan Update is a comprehensive roadmap for promoting a safer, healthier, and more connected pedestrian environment. By leveraging various funding opportunities and addressing identified gaps, the County is well-positioned to achieve a vibrant and inclusive walking network that benefits all residents and visitors.

CHAPTER 1
INTRODUCTION

Los Alamos County is enhancing its commitment to a pedestrian-friendly environment by updating the Pedestrian Master Plan. This plan seeks to make walking safe, accessible, and enjoyable for residents and visitors. Building on initiatives like Safe Routes to School and aligning with Vision Zero and Federal Safe Systems principles, this plan emphasizes improved infrastructure in critical areas within Los Alamos Townsite and White Rock Town Center. This forward-looking approach integrates national best practices and reflects the county's dedication to creating a vibrant, connected community that promotes health, sustainability, and local economic vitality.

Significance of a Pedestrian Master Plan

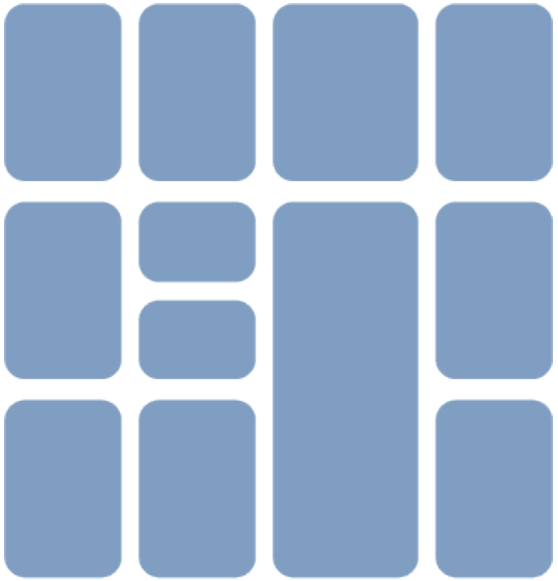
The Pedestrian Master Plan is vital for guiding the development and improvement of pedestrian infrastructure across Los Alamos County. It provides a clear roadmap for creating safe, accessible, and inviting walking routes that benefit all residents, including children, seniors, families, and individuals with limited mobility or other disabilities. In addition to supporting public health, pedestrian-friendly environments are associated with more robust economic well-being; they encourage local retail spending, increase property values, and attract new residents and businesses. By prioritizing pedestrian infrastructure, the plan promotes a more substantial community connection, boosts local economic vitality, and enhances the overall quality of life in the county.

How The Pedestrian Environment Is Shaped and Why It's Important

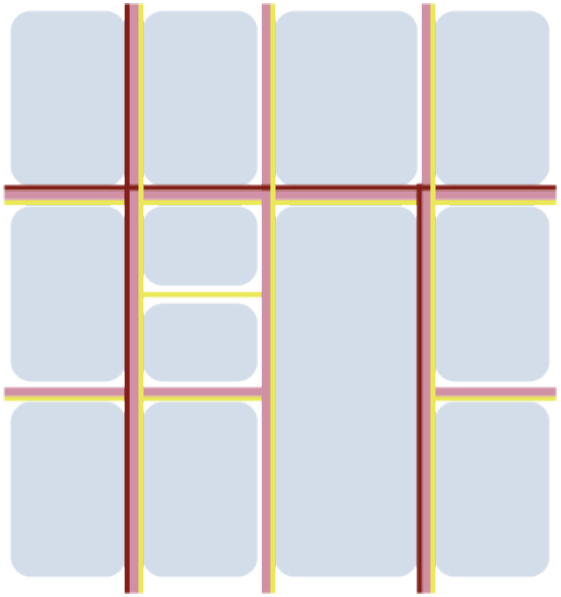
Accessibility, **connectivity,** and **safety** are crucial to foster a healthy, sustainable, and equitable community, ultimately shaping the level of **walkability**. These are established through interconnected elements of urban design which influence how individuals move through and experience the community.

These qualities manifest through a community's pattern of **blocks, roadway network, intersections**, and **open space**. These are the foundational and interconnected elements of an urban area's development layout which define the functionality of the pedestrian environment. Different transportation design techniques are then strategically added to a community's layout to enhance roadways users' accessibility, connectivity, and safety.

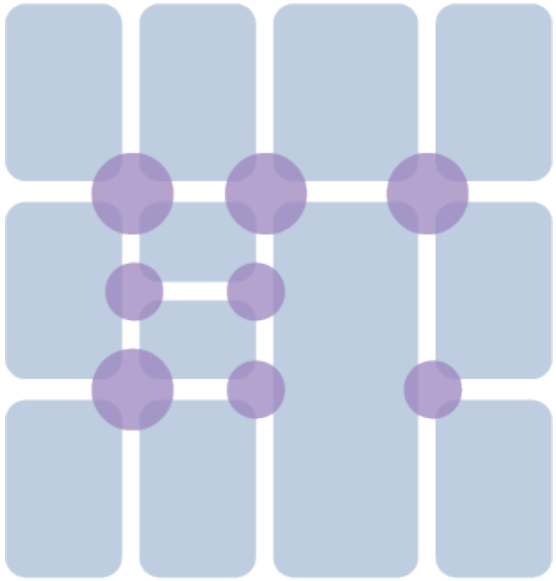
Descriptions and diagrams of the basic urban framework elements are provided on the following pages.



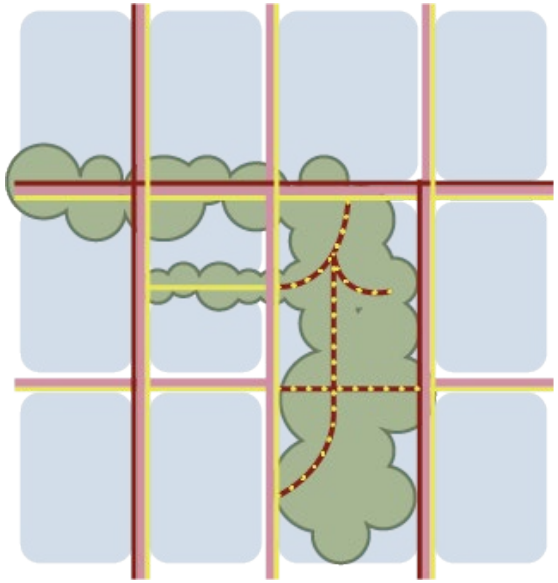
Block sizes: The physical dimensions of city blocks, influencing the layout (development pattern) and connectivity of streets and transportation networks.



Roadway network: The organized arrangement of accessible routes for different modes of transportation. The design and layout of routes for which vehicles, cyclists, pedestrians, and all other modes move throughout the city determines ease of travel and access to destinations.



Intersection density: The concentration of street crossings within a specific area, affecting the connectivity and accessibility of transportation routes. Higher intersection density enhances ease of movement and connectivity for everyone. Intersections have specific safety design techniques for traffic crossing to minimize the probability of crashes.



Open space connections: The deliberate integration of green spaces and open areas into the urban fabric, contributing to transportation connectivity by providing alternative routes, enhancing walkability, and influencing overall street network design.

Accessibility ensures that all individuals, including those with disabilities, can comfortably and confidently navigate public spaces, fostering inclusivity and enhancing social cohesion. Accessibility is established through urban design elements including curb ramps, lighting, wide sidewalks, routes to transit stops and public places, and other features, to create environments that are usable and safe for people of all abilities.

Connectivity refers to how well different parts of a community are linked to one another, through a network of routes designed for different modes of transportation. Good connectivity minimizes barriers to mobility and enables walking or rolling to be a convenient and practical option for travel.

Ensuring **safety** for pedestrian travel is crucial for a community as it protects people from harm and fear of walking or rolling. It promotes overall comfort and well-being, creating more opportunities for engagement and interactions within a community. Designing a safe environment for pedestrians takes a systematic approach through design improvements to mitigate the risks within a transportation network. An abundance of safety design techniques exists, including pedestrian refuge islands, raised crosswalks, improved lighting, bump-outs, and many more (discussed in more detail in the Traffic Calming Design Guide Section on page 64).

A community's level of **walkability** is dependent on its accessibility, connectivity, and safety but also considers factors like comfort and amenities. Walkable communities have positive influences in many aspects of life such as enhancing community bonds, supporting local businesses, encouraging physical activity, and reducing vehicle dependency. In communities like Los Alamos County, where quality of life and environmental stewardship are paramount, walkability is essential to effective urban planning.

Why a Pedestrian Master Plan

The Pedestrian Master Plan provides a structured approach for Los Alamos County to address infrastructure gaps such as missing sidewalks, crosswalks, and ADA-compliant curb ramps. This plan will offer a clear roadmap to prioritize projects, secure funding, and implement improvements that enhance pedestrian safety and connectivity. Proactive planning ensures that pedestrian infrastructure meets both current and future needs, fostering a healthier and more active community. This approach aligns with urban planning best practices and supports the county's goals of building a resilient, adaptable network of pedestrian pathways. Such efforts advance the broader sustainability, inclusivity, and community well-being objectives in Los Alamos County.

Vision Zero and Safe Systems

The Vision Zero strategy and the Safe Systems approach are interconnected, nationally recognized efforts supported by the United States Department of Transportation (USDOT). These have become integral practices for most communities across the nation when planning for transportation, Los Alamos County among them. This Pedestrian Master Plan uses principals of the Safe Systems approach to guide the planning and recommendations process.

So what is Vision Zero and the Safe Systems Approach and how are these different than traditional approaches to safety?

Vision Zero is a strategy and goal to eliminate all traffic fatalities and severe injuries by improving traffic safety through a proactive and preventative approach that prioritizes safe, accessible, and equitable mobility for all roadways users.

Reaching a vision of zero fatalities and serious injuries requires implementation of a **Safe Systems** approach. The key focus of the Safe Systems Approach is to proactively address every aspect of crash risks to reduce death and serious injuries through design that accommodates human mistakes. Traditionally, traffic deaths and serious injuries have been considered "accidents" and inevitable side effects of modern life. When in reality, these can be prevented through roadway design and management that anticipates human mistake and reduces the impact of a crash. Six principles form the basis of the Safe Systems approach:

1. Deaths and serious injuries are unacceptable
2. Humans make mistakes
3. Humans are vulnerable
4. Responsibility is shared
5. Safety is proactive
6. Redundancy is crucial

These principles are supported by five guiding elements listed below. They must be applied together to ensure a holistic approach to safety, involving layers of protection.

1. **Safe People:** Encourage safe, responsible driving behavior for all roadway users
2. **Safe Vehicles:** Expand the availability of vehicle systems and features that help to prevent crashes and minimize the impact of crashes
3. **Safe Speeds:** Promote safer and more appropriate speeds through a combination of equitable and contextual roadway design, outreach campaigns, and enforcement
4. **Safe Roads:** Design and redesign roadway environments to mitigate human mistakes and account for injury tolerances
5. **Post-Crash Care:** Enhance the survivability of crashes through expedient access to emergency medical care

Recent Accomplishments

Twenty-six years have passed since the last Pedestrian Master Plan was adopted in 1998. The County, along with the rest of the nation, has undergone a number of changes in planning and engineering practices, shifts in social perceptions, and transformations in the physical characteristics of the pedestrian environment. Recent and notable accomplishments that have substantially improved the pedestrian experience include:

- Safe Routes to School (Program implementations after 1998 Pedestrian Transportation Plan)
- Pedestrian Underpass at Eastern Canyon Rim Trailhead on East Road NM 502 (completed 2021)
- Canyon Rim Trail (Phase I & II complete, Phase III in progress)
- Urban Trail (in progress, 99% complete)
- White Rock Trails
- ADA Transition plan (2017 implementation and 2021 update)
- Public Works Title VI Civil Rights Act (Updated 2024)

Community Context

Los Alamos County is composed of 109 square miles of land with a series of mesas and deep canyons. The two communities within the county represent the study areas for this project – Los Alamos Townsite and White Rock Town Center (also referred to as just White Rock). ***Figure 1*** illustrates the two study area boundaries within the County's geographic extent. The entirety of Los Alamos County is a fully incorporated community, however, both of the study areas represent distinct recognized communities identified by the Census Bureau as Census-Designated Places, or CDPs. Census-Designated Places are locally recognized communities with a population concentration, but are not legally incorporated as a municipality. The Census Bureau collects data for both Los Alamos CDP and White Rock CDP separately, in addition to for the entire Los Alamos County.

Los Alamos County is home to the Los Alamos National Laboratory (LANL) which is one of the largest science and technology institutions in the world. LANL operates under the U.S. Department of Energy (DOE) and is located almost entirely on federally owned land. The County does not have jurisdiction over the land, therefore it is not included as part of this plan's study area.

The laboratory is the foundational source of prosperity and growth for the two communities and has defined the County's unique community characteristics. Both communities maintain a high median income, low

poverty rate, and significant educational attainment, contributing to a stable and prosperous environment. The county's demographics include a predominantly White and Hispanic population, a high homeownership rate, and a notable proportion of seniors and families. This economic and social landscape underscores the need for accessible pedestrian infrastructure, especially connecting residential areas with schools, parks, and commercial zones. Addressing the specific needs of various groups – such as seniors, low-income residents, and those with disabilities – ensures that the pedestrian network promotes inclusivity and equity. By considering these community characteristics, the Pedestrian Master Plan supports a high quality of life, economic growth, and a more connected, walkable environment for all residents.

Los Alamos Townsite and White Rock are geographically constrained by the many mesas and canyons, which have limited their physical growth. This has resulted in two refined communities in which the County has focused development and improvements within the established neighborhoods, rather than on their geographic expansion. One outcome of this is a well-established pedestrian network. The existing pedestrian network consists of a vastly connected system of sidewalks on most roadways, several pedestrian-friendly crossings, and notable pedestrian corridors in destination areas. This being said, there can always be improvements to walkability to enhance a pleasant, convenient, and safe experience for pedestrians, as well as all other modes of transportation.

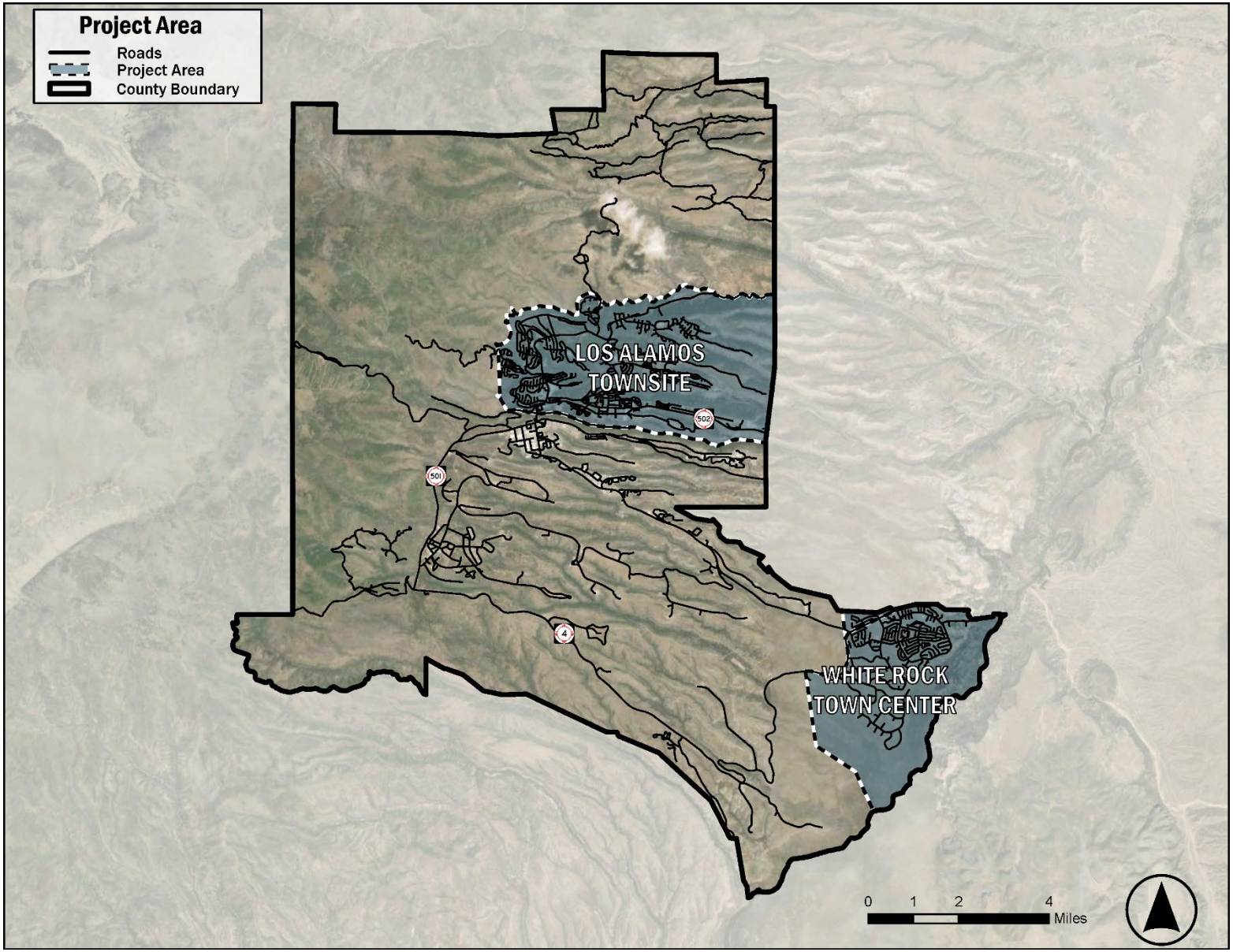


Figure 1: Project Area

Connection to Previous Plans

Los Alamos County's previously adopted plans have developed several strategies and recommendations which involve the pedestrian environment. These were reviewed to help inform this plan's Vision & Goals, as well as create a comprehensive collection of previously identified projects and recommendations involving the pedestrian environment (this is provided in the "Projects from Previous Plans" Section on page 69).

The following plans were reviewed:

- Los Alamos County Pedestrian Transportation Plan (1998)
- Comprehensive Plan (2016)
- Road Safety Audit - Trinity Drive between 15th Street and Oppenheimer Drive (2016)
- Los Alamos County Americans with Disabilities Act (ADA) Transition Plan (2017)
- Bicycle Transportation Plan (2017)
- Los Alamos Tourism Strategic Plan (2018)
- Economic Vitality Strategic Plan (2019)
- Americans with Disabilities Act Access Audit and Transition Plan (2021)
- Los Alamos Resiliency, Energy and Sustainability Task Force (2021)
- Los Alamos County Downtown Master Plan (2021)
- White Rock Town Center Master Plan (2021)
- Mid-Block Crossing Policy (2023, requesting adoption in 2025)
- 2025 Strategic Leadership Plan (2024)

Common themes across the plans include:

- Improving and supporting streets for the safety and convenience of all users
- Designing for accessibility
- Supporting a "complete streets" policy for all new and rebuilt roadways
- Upgrading aging infrastructure
- Creating a vibrant, pedestrian-friendly downtown with gathering spaces, variety of uses, and nighttime entertainment
- Enhancing wayfinding and streetscaping
- Promoting and attracting tourism and outdoor recreation-related activities and businesses
- Incorporating transportation system planning into land use
- Integrating transit considerations into development approvals
- Improving access to public open space and recreational facilities

The complete literature review is found in Appendix A.

Demographics

Table 1 presents a brief overview of the two CDPs based on the 2020 Decennial Census and ACS (American Community Survey) 2023 5-year Estimates. Key statistics reveal the two communities' similar characteristics with the most notable difference being White Rock's much smaller population and housing unit stock. The fact of a smaller community likely contributes to the other slight differences in homeownership rate, household value, White population, and household income.

Overall, these statistics indicate both communities to be small, affluent, and highly educated with a mature working-age population. The housing market is relatively expensive, reflecting the high median household income and stability through homeownership, displaying a strong economic standing. While the majority of the population identifies as White and speaks only English at home, there is a notable presence of Hispanic or Latino residents. This demographic overview offers a high-level understanding of the communities' unique social, economic, and cultural landscape pertinent for planning and policy considerations.

Table 1: Demographic Snapshot of Los Alamos CDP and White Rock CDP

Topic	Los Alamos Townsite	White Rock
Total Population	13,179	5,852
Median Age	40.6	41.7
Population 65 and Older	16.4%	23.2%
Ratio of Sexes	53.0% M; 47.0% F	49.0% M; 51.0% F
Total Housing Units	6,026	2,409
Homeownership Rate	65.9%	99.6%
Median Household Value	$465,900	$472,800
Median Gross Rent	$1,304	No data
Identifies as Hispanic or Latino	2,287 (17.4%)	1,014 (17.3%)
Identifies as White	9,640 (67.8%)	4,311 (73.7%)
Identifies as Minority*	4,245 (32.2%)	1,541(26.3%)
Population Only to Speak English at Home	79.3%	93.4%
Employment Rate	66.2%	61.1%
Median Household Income	$136,502	$150,714
Population Below Poverty Level	3.6%	1.4%
Bachelor's Degree of Higher	68.0%	70.4%

**The Minority population consists of the population who identifies as Hispanic or Latino (including those who identify as White) in addition to the population who does not identify as Hispanic or Latino but are of a race other than White Alone.*

Below are deeper insights into how these demographics may affect the County's planning and approach to transportation:

Average Household Income and Poverty Rate: Both CDPs have **a significantly high average household income**, indicating a prosperous community. In addition, it possesses a low poverty rate, which highlights the county's financial stability compared to state and national averages.

Median Rental Cost and House Value: Housing costs in the communities are substantial, with **rental and ownership costs surpassing state averages**. This high market value aligns with the area's economic affluence but may impact affordability for new residents and lower-income households.

Median Age and Age Distribution: With a median age slightly above the national average, both CDPs' population includes a **significant senior demographic**. This age profile has implications for health services, community planning, and senior-oriented amenities.

Race and Ethnicity Composition: Los Alamos CDP and White Rock CDP are predominantly White but also include Hispanic and Latino residents who comprise a growing community. This diversity informs cultural, educational, and social dynamics within the region.

Language Proficiency: While **most residents speak only English, a sizable minority communicates in Spanish**, underscoring the presence of bilingual households and the need for language-accessible services.

Educational Attainment: Both communities boast a **highly educated population**, with a small proportion lacking a high school diploma, reflecting educational priorities and accessibility within the county.

Environmental Justice

Using Environmental Justice principles, Title VI of the Civil Rights Act definitions, and other transportation research, ten demographic characteristics from the U.S. Census are identified to represent those that may have special transportation needs.

These are considered disadvantaged population groups and are defined on the following pages, along with statistics for Los Alamos County, the state of New Mexico, and the United States for a comparative understanding. Los Alamos County as a whole was used for this analysis, rather than the individual CDPs. This enabled a more comprehensive understanding as these two communities are interconnected.

All data was collected from the 2022 5-Year American Community Survey (ACS) with the exception of the first two categories (individuals identifying as Hispanic or Latino and non-Hispanic minorities) which were collected from the 2020 Decennial Census.

Individuals Identifying as Hispanic or Latino

The ACS distinguishes between race and ethnicity. Hispanic is an ethnicity that is defined by the ACS and the U.S. Census by country of origin such as Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

In Los Alamos County, 18.1% of the population identifies as Hispanic or Latino, aligning closely with the national average of 18.7% but significantly lower than New Mexico's 47.7%, as shown in ***Figure 2***. This reflects New Mexico's higher Hispanic heritage statewide, indicating that Los Alamos County is less reflective of the broader state demographic but remains comparable to national levels.

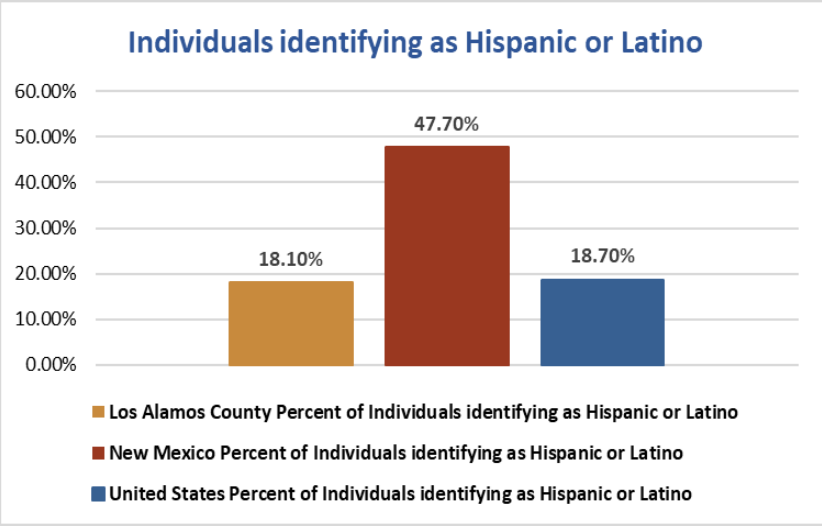


Figure 2: Individuals Identifying as Hispanic or Latino

Non-Hispanic Minority Population

The U.S. DOT Order (5610.2) on Environmental Justice defines a "minority" as a person identifying themselves as "Black"; "Asian American"; "American Indian and Alaska Native"; "Native Hawaiian and other Pacific Islander"; "Some Other Race"; or "Two or More Races." In the American Community Survey (ACS), participants may identify themselves as belonging to one or more races.

Figure 3 represents the county's non-Hispanic minority population standing at 14.9%, lower than both the state (15.8%) and national (23.4%) percentages. This suggests a less diverse non-Hispanic population in Los Alamos compared to the country as a whole, with limited representation from other racial and ethnic minorities relative to broader trends.

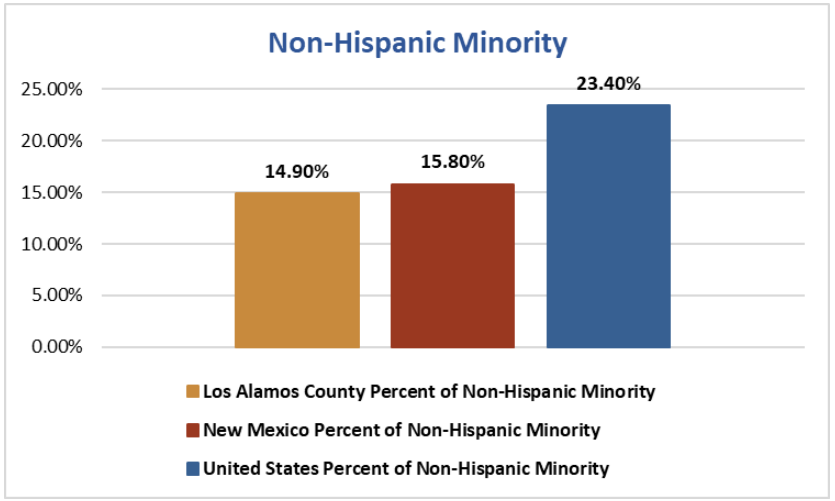


Figure 3: Non-Hispanic Minority

Population Below the Poverty Level

Poverty is defined as a state or condition in which an individual or community lacks the financial resources and essentials for a minimum standard of living. Poverty can be explained as an income level from employment that is so low that basic human needs are not being met. Poverty-stricken people and families might go without proper housing, clean water, healthy food, and medical attention.

Los Alamos County has a low poverty rate of 3.7%, much lower than New Mexico's rate of 18.6% and the national rate of 12.8%, shown in ***Figure 4.*** This stark difference highlights the county's economic strength and affluence, contrasting sharply with the state's higher poverty levels, likely influenced by the county's unique employment opportunities and higher-than-average incomes.

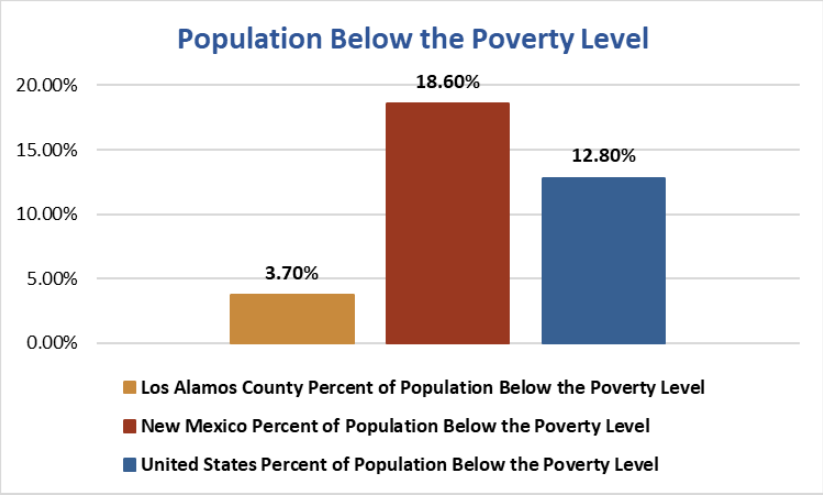


Figure 4: Population Below the Poverty Level

Individuals with Limited English Proficiency

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," requires all federally funded agencies to make services more accessible to eligible persons who are not proficient in the English language. The ACS assesses only people aged five and older and defines Limited English Proficiency (LEP) as "primary language spoken at home other than English and speak English not very well."

About 5.9% of Los Alamos County's population has limited English proficiency, lower than both the state average of 8.6% and the national average of 8.2%, illustrated in ***Figure 5***. This indicates a smaller population requiring language assistance, although Spanish remains a significant non-English language locally.

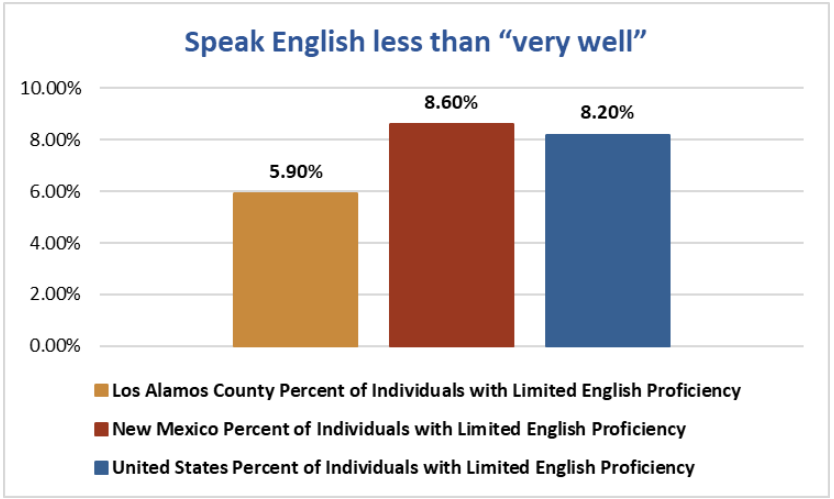


Figure 5: Population with Limited English Proficiency

Female Head of Household with Child

The ACS defined "Female Head of Household with Child" as female headed households with no husband present and children under the age of 18 years.

Figure 6 demonstrates the percentage of female-headed households with children as 5.6% in Los Alamos County, notably lower than New Mexico's rate of 26.89% and the national rate of 22.45%. This difference suggests a lower proportion of single-parent households in Los Alamos, reflecting demographic or economic factors that may contribute to family stability in the area.

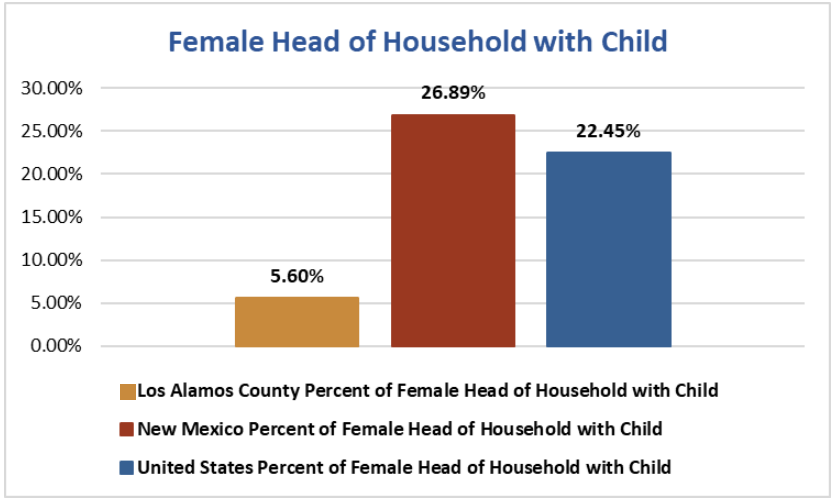


Figure 6: Female Head of Household with Child

Individuals 75 Years and Older

As an individual ages, mobility challenges increase. Age-related changes in vision, physical functioning, and the ability to reason and remember, as well as some diseases and medications, might affect some older adults' mobility abilities.

Los Alamos County has 6.2% of its population aged 75 and over, close to the national rate of 6.7% and somewhat lower than New Mexico's 7%, as shown in ***Figure 7***. This proportion suggests that the senior population is modest in size but slightly below the state and national averages, impacting local planning for elder care services and age-friendly infrastructure.

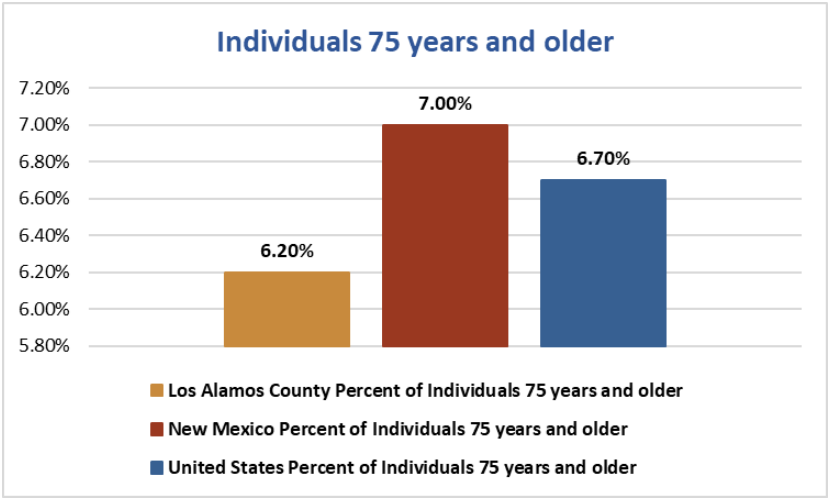


Figure 7: Individuals 75 Years and Older

Carless Households

The ACS defines carless households as occupied housing units with no vehicles available. A recent analysis of the 2001 National Household Travel Survey found that a greater percentage of rural households' own vehicles compared to those living in urban areas.

Only 2.0% of households in Los Alamos County do not have a car, a significantly lower rate compared to New Mexico's 5.7% and the national rate of 8.5%, as shown in ***Figure 8***. This reflects a high dependence on private vehicles in Los Alamos, emphasizing the need for efficient road networks and possibly indicating limited public transportation options.

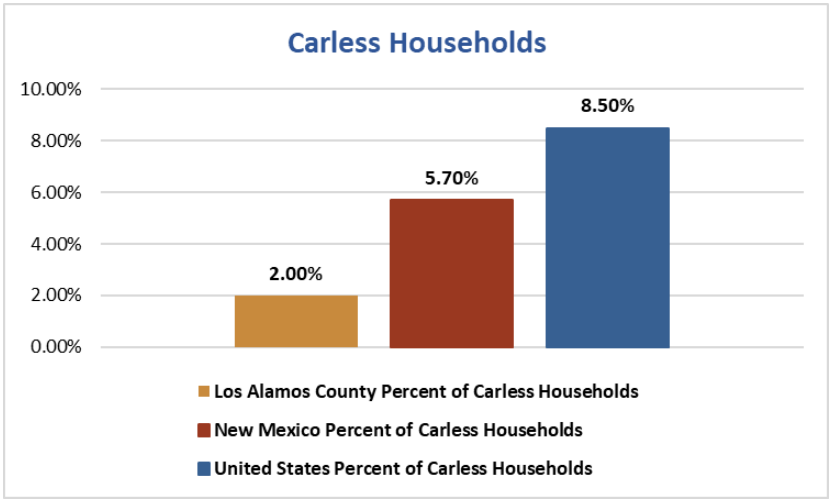


Figure 8: Carless Households

Individuals with a Disability

The ACS distinguishes disabilities by the following categories: hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, and independent living difficulty. Each of these impairments can affect one's ability to use any mode of transportation safely and effectively, therefore all disabilities were recognized in this analysis.

Figure 9 shows the percentage of individuals with a disability in Los Alamos County at 6.1%, notably lower than both the state (15.8%) and national (12.7%) rates. This suggests a relatively healthy population but also implies that disability services, while still necessary, may be less in demand compared to other areas.

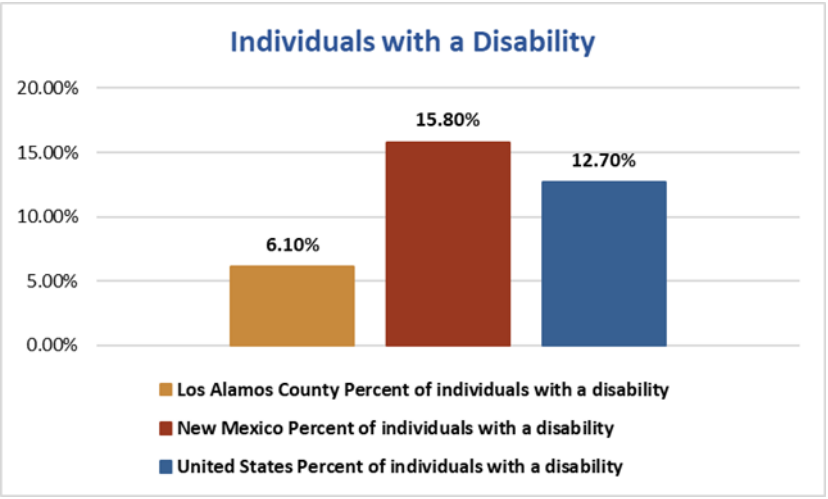


Figure 9: Individuals with a Disability

No High School Diploma

The ACS defines the population group with no high school diploma as individuals over the age of 25 who have attended school through the 12th grade but have no diploma or equivalent. Those with no high school diploma are often limited to low paying jobs and few economic resources

The percentage of residents without a high school diploma in Los Alamos County is represented in ***Figure 10*** at only 2.1%, far lower than both the state (13.5%) and national (11.5%) rates. This high level of educational attainment underscores the county's access to education and employment opportunities that prioritize advanced qualifications.

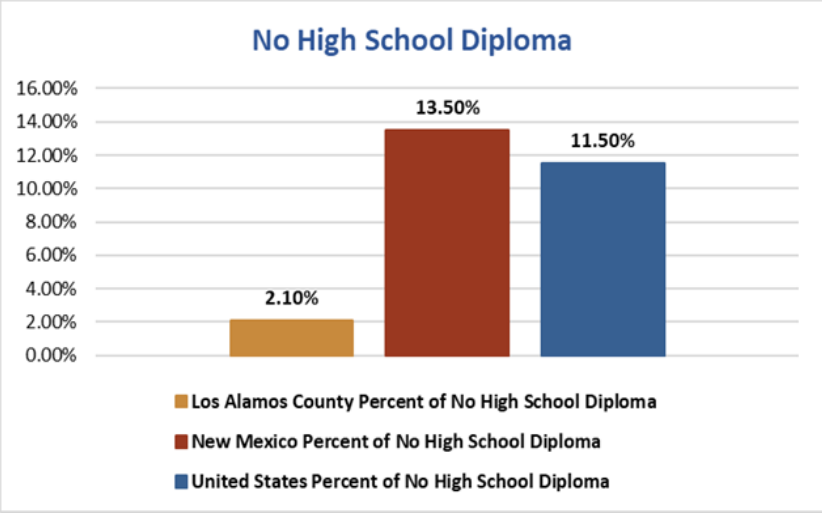


Figure 10: No High School Diploma

Unemployment Rate

The ACS defines the unemployment rate as the percentage of people not actively looking or available for work in the last 4 weeks. This population does not include those who have become discouraged or have not searched for work or have been available to take a job in the past four weeks.

Unemployment rate is represented in ***Figure 11*** with Los Alamos County at 2.0%, significantly lower than the state (6.5%) and national (5.3%) rates. This reflects local solid employment conditions, likely bolstered by specialized industries and high educational attainment levels in the county, fostering a robust labor market compared to state and national averages.

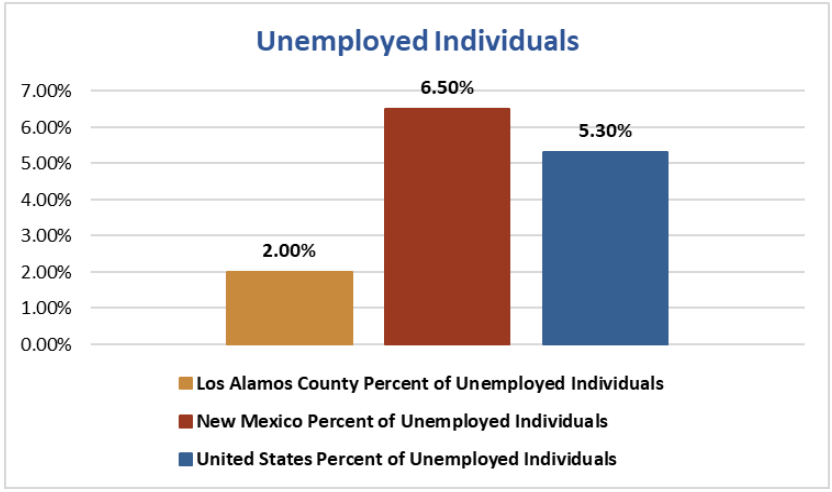


Figure 11: Unemployed Individuals

CHAPTER 2
VISION & GOALS

Vision: Where We Want to Go

The vision of Los Alamos County Pedestrian Master Plan was developed through a review of the vision statement in the 1998 Pedestrian Master Plan and the description for this project on the County's project webpage, and was approved by the steering committee.

The vision from the 1998 Pedestrian Master Plan is:

"It is the vision of Los Alamos County to have the community become a place where people continue to choose to make walking a part of their everyday lives. Residents and visitors alike will be able to walk with confidence, safety and security in every area of the community. It is also our vision that pedestrians will have a pleasant, convenient trip without motorized traffic conflicts and with minimal pedestrian barriers or obstructions."

The project webpage states:

"This initiative aims to enhance safety, infrastructure and accessibility in the Los Alamos Townsite and White Rock Town Center. Anticipated updates are to incorporate Vision Zero principles and the Federal Safe Systems Approach focusing on improving road network infrastructure within both townsites."

The final vision for this plan is:

Create a community where walking is the preferred, safe, and enjoyable mode of transportation for residents and visitors alike. By integrating Vision Zero principles and the federal Safe Systems approach, we aim to ensure that every pedestrian can navigate the townsites of Los Alamos and White Rock with confidence, safety, and accessibility. We envision a seamless walking experience with well-designed infrastructure, free of motorized traffic conflicts and barriers, fostering a walkable environment that promotes health, equity, and a high quality of life for all.

Goals

Safety: Reduce pedestrian-related crashes and their severity:

By investing in safe, connected pedestrian infrastructure, Los Alamos County ensures a high quality of life for its residents, workers, and visitors and fosters a stronger sense of community. Well-designed, accessible, and pedestrian-friendly areas are the backbone of vibrant communities, creating a shared space for all residents – children, adults, seniors, and everyone. The safety measures implemented through Vision Zero principles enhance this sense of community, building a safer environment for all pedestrians.

Connectivity: Develop a seamless, accessible pedestrian network

A comprehensive pedestrian network is essential for ensuring seamless mobility between neighborhoods, schools, transit hubs, key destinations, and recreational areas. Prioritizing connectivity encourages walking as a viable and enjoyable mode of transportation, reducing dependency on vehicles and fostering sustainable, vibrant communities. By connecting the dots, Los Alamos County can empower all users with safe and direct walking routes that enhance mobility and accessibility for everyone.

Equity: Ensure walkability and accessibility for all:

Walking is the most inclusive and equitable form of transportation, requiring no fare or unique resources. Los Alamos County is committed to addressing disparities in pedestrian infrastructure, ensuring that all neighborhoods benefit from equitable investment. Pedestrian projects must meet the needs of the County's diverse populations, particularly those who rely on walking as their primary mode of transportation. This includes people with disabilities and those using mobility aids. Prioritizing underserved areas with deficient infrastructure ensures that every resident has safe, comfortable, and dignified access to pedestrian facilities, helping correct historical inequities and creating a more inclusive, walkable community for everyone.

Health: Increase physical activity and improve public health:

Walking is a simple yet effective way to enhance health, whether for transportation or leisure. Regular walking reduces the risk of chronic diseases and promotes overall well-being. By creating environments that encourage walking, we can combat widespread health issues such as obesity and inactivity. Walking is a low-impact, age-inclusive activity that benefits physical and mental health and promotes longer, healthier lives, especially among older adults. Furthermore, walking reduces fossil fuel consumption, improves environmental

health, and contributes to climate goals by decreasing greenhouse gas emissions.

Vibrancy: Create a connected, thriving pedestrian network:

A well-connected pedestrian system is not just about safety and health, and it's also about sustaining vibrant communities and economic vitality. Walkable neighborhoods—especially those with safe access to schools, transit, and local businesses—tend to flourish economically and socially. By prioritizing pedestrian-friendly infrastructure, Los Alamos County can cultivate dynamic, lively spaces that attract residents and visitors alike. Increased pedestrian accessibility will also strengthen the County's most active and prosperous areas, fostering a stronger sense of place.

CHAPTER 3
PUBLIC ENGAGEMENT

The Los Alamos County Pedestrian Master Plan update involved a comprehensive effort to engage residents and stakeholders to gather valuable insights for improving pedestrian infrastructure in Los Alamos Townsite and White Rock Town Center.

Los Alamos County hosted a public meeting in conjunction with regular scheduled Transportation Board meeting on September 5, 2024, where Wilson & Co. presented proposed updates to the Pedestrian Master Plan. Community members were encouraged to participate in person at the Municipal Building Council Chambers or virtually via Zoom.

A public survey was available from September 5, 2024, until October 14, 2024, to encourage continued engagement. This survey allows residents to share their thoughts on improvements related to walkability and safety. The feedback gathered from this survey and other engagement activities will help shape the critical focus areas of the plan.

Outreach

The County utilized multiple channels to reach residents, including announcements for the public/Transportation Board meeting, a digital survey, and publicized email and phone contact options. Information was distributed via the County's website and social media, with a QR code for quick survey access. The County also invited community members to submit feedback through email if they were unable to attend the in-person meeting. By leveraging multiple outreach methods, Los Alamos County ensured that all residents had the opportunity to conveniently contribute to the pedestrian plan update.

A dedicated project page for the Los Alamos County Pedestrian Master Plan update is available on the Los Alamos County website. This page provides the community with project information, updates, and access to resources, including presentations, meeting details, and links to surveys for gathering public feedback. Residents are able to stay informed about the plan's progress and participate in the planning process by visiting this webpage.

Email and Phone Feedback

Community feedback gathered through emails, phone Community feedback via emails, phone calls, and survey responses highlighted a strong desire to improve pedestrian safety, infrastructure, and accessibility across Los Alamos County. Key concerns included intersection safety, walkway conditions, accessibility enhancements, and integration with public transportation.

- **Safety Concerns:**
    - **Intersections:** Dangerous crossings on Trinity Drive and Central Avenue were noted, with suggestions for diagonal crosswalks and turn restrictions during pedestrian signals.
    - **Driver Behavior:** Speeding and distracted driving were frequently cited, with calls for better enforcement.
- **Pedestrian Infrastructure:**
    - **Walkways:** Deteriorated sidewalks, particularly in White Rock, were reported, with calls for resurfacing and protective barriers.
    - **Trinity Drive:** High vehicle speeds and insufficient pedestrian separation were highlighted, prompting suggestions for concrete barriers.
- **Accessibility Enhancements:**
    - **Direct Paths:** Improved pedestrian routes near commercial areas, such as Smith's grocery store, were requested.
    - **Crosswalks:** Extended crossing times and redesigned crosswalks, including diagonal options, were proposed.
- **Public Transportation Integration:**
    - **Bus Stops:** Residents requested schedule displays at stops to aid those without mobile access.
- **Traffic Flow and Design:**
    - **Proposed Stop Signs:** Concerns about traffic disruption and emergency access adjustments were raised.
    - **Pedestrian-Oriented Design:** Calls for prioritizing pedestrians over vehicles included suggestions for widened sidewalks and physical barriers.

Feedback revealed diverse perspectives, with long-term residents focusing on upgrades to existing infrastructure and newer residents advocating for systemic improvements. These insights will inform actionable recommendations in the Los Alamos County Pedestrian Master Plan, emphasizing safety, accessibility, and a pedestrian-friendly environment.

Survey Analysis

The survey, conducted from September 5 to October 14, 2024, gathered community feedback to inform the Los Alamos County Pedestrian Master Plan. Focused on walkability in the Los Alamos Townsite and White Rock Town Center, it collected insights on walking habits, barriers, and improvement priorities. Key findings are detailed in Appendix B.

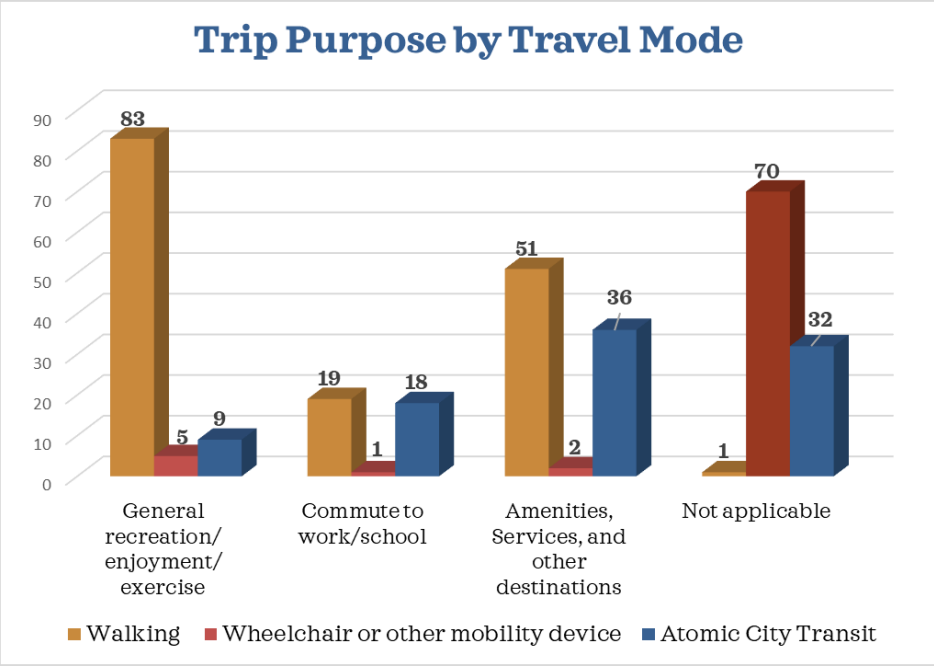


Figure 12: Survey Results for "What is your trip purpose by travel mode?"

Key Findings:

1. **Walking Habits**
   - 67% of respondents walk outdoors daily, primarily for recreation (83 respondents) or commuting to destinations (51) (***Figure 12*** illustrate respondent trip purpose)
   - Public transit usage is low, with 7% using it daily and 37% never using it.
2. **Barriers to Walking (a mapping exercise represented in *Figure 13* and *Figure 14*)**
   - **Top concerns**: Speeding drivers (52%), insufficient safe crossings (35%), and busy streets without sidewalks (31%).
   - Winter weather issues (snow/ice) and poor sidewalk maintenance were frequently cited, with specific problem locations highlighted (e.g., Trinity Drive, Diamond Drive, North Mesa).

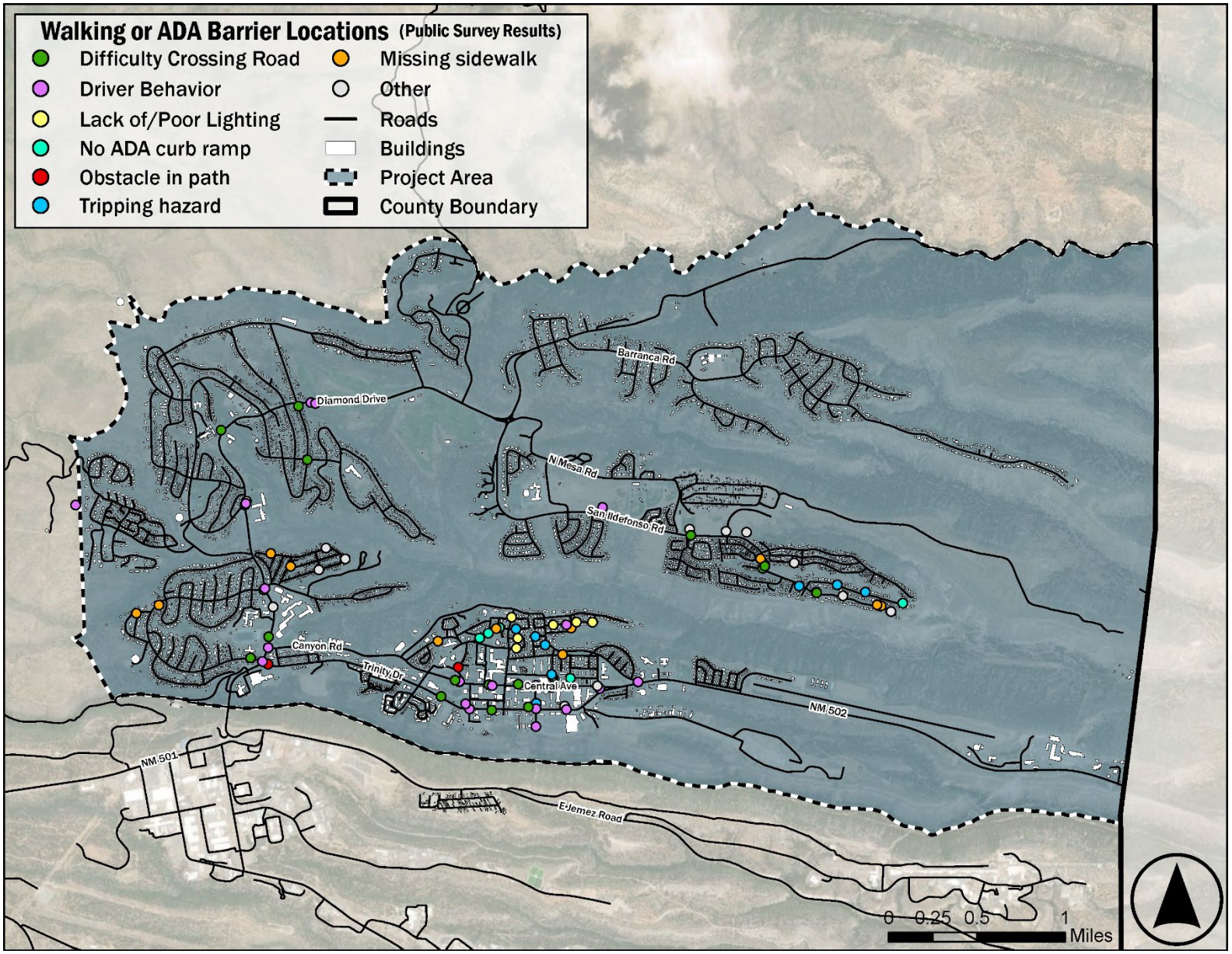


Figure 13: Los Alamos Townsite Mapped Survey Results

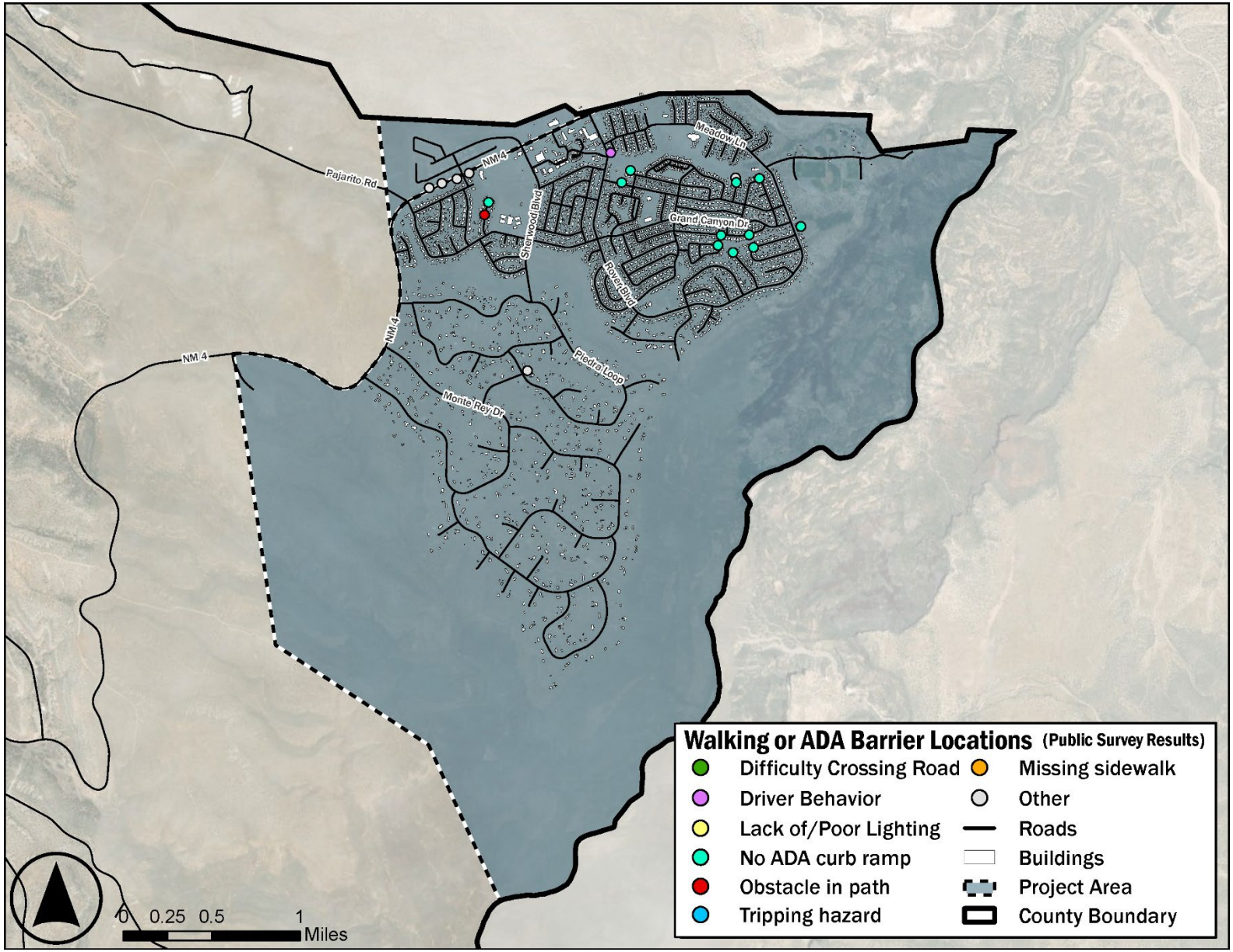


Figure 14: White Rock Town Center Mapped Survey Results

3. Priority Improvement Locations (*Figure 15*)

- Safety-critical areas: 82% prioritized addressing locations with frequent pedestrian injuries.
- Infrastructure: 72% prioritized adding sidewalks along busy streets and improving school routes.
- Accessibility: 58% highlighted the need for better connections to transit stops.

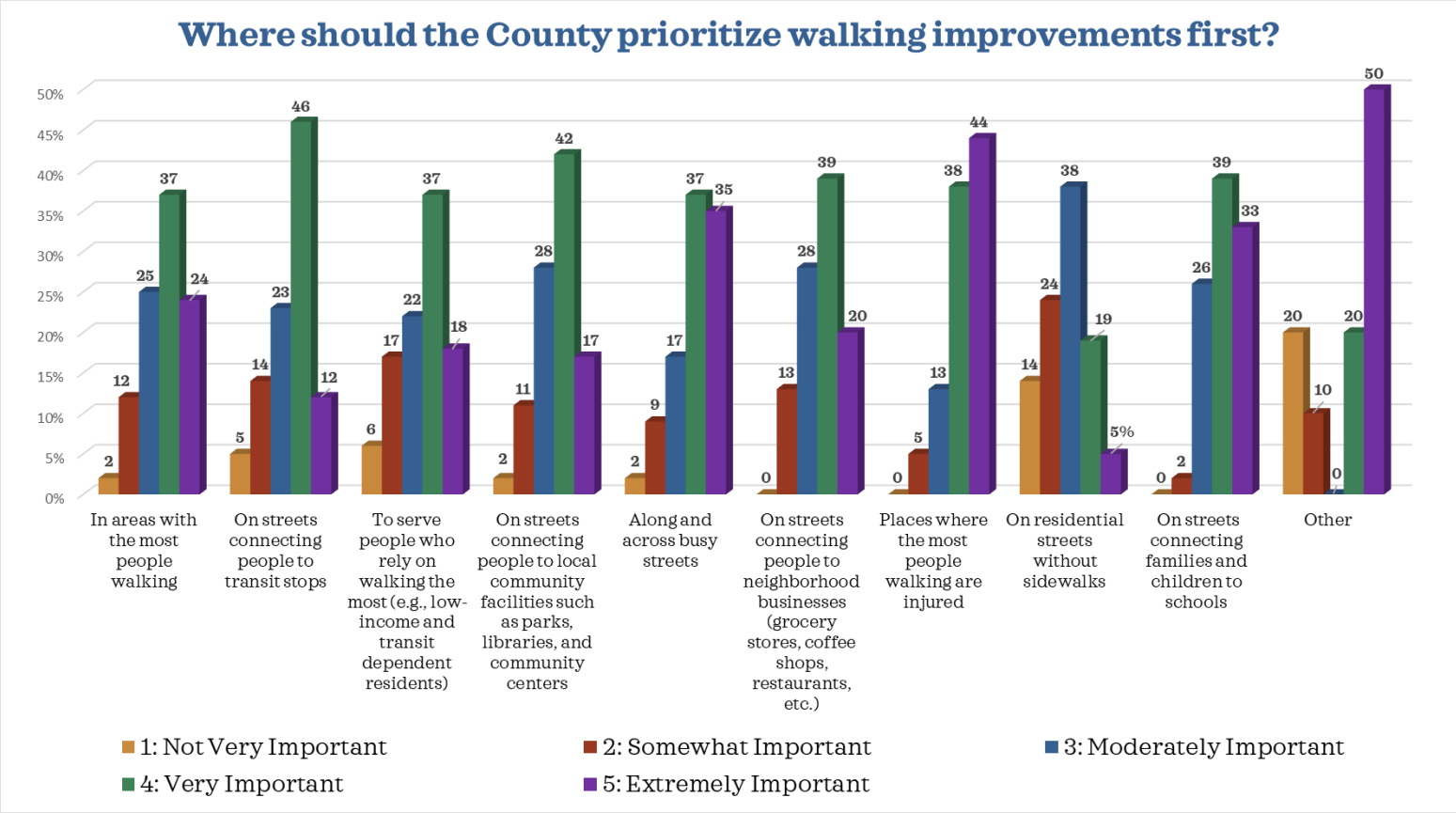


Figure 15: Survey Results for "Where should the County prioritize improvements first?"

4. Preferred Walking Path Design Elements

- Raised sidewalks with curb separation and landscape buffers were favored.
- Shared spaces and road-level paths without separation received negative feedback due to safety concerns.

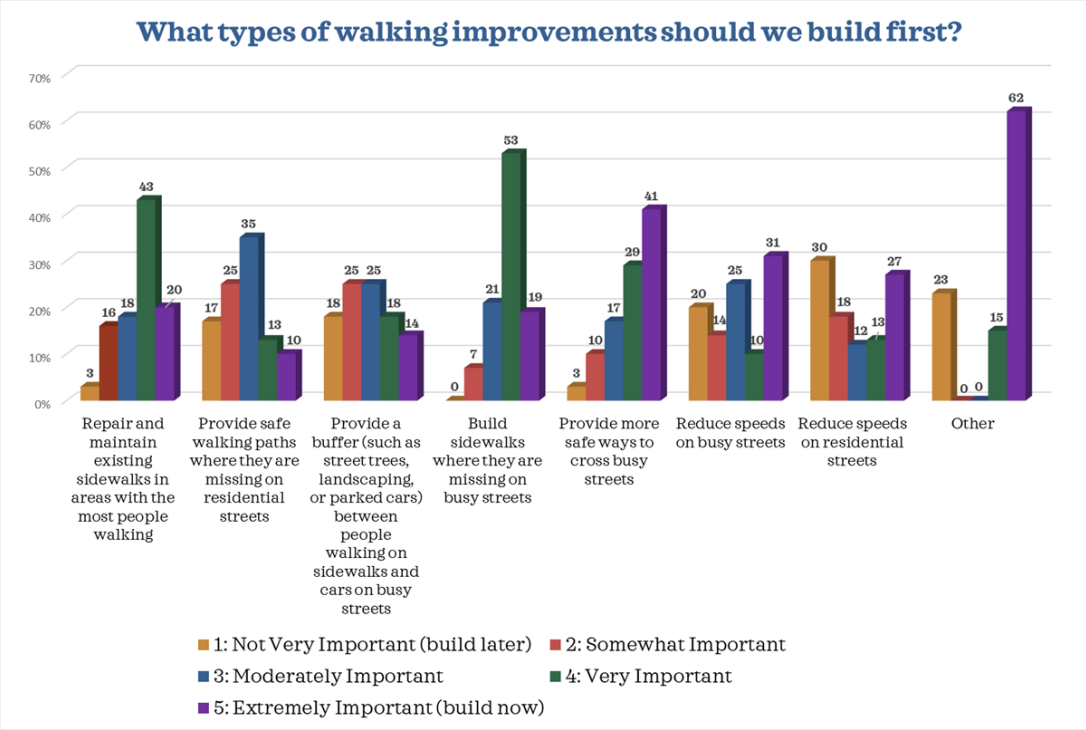


Figure 16: Survey Results for "What types of walking improvements should we build first?"

5. Types of Improvements (*Figure 16*)

- Prioritize pedestrian infrastructure maintenance, on existing sidewalks in high-traffic areas.
- Address major barriers (speeding, sidewalk gaps, and safer crossings) at critical locations such as Trinity Drive and school zones.
- Implement designs that emphasize safety, including separated pathways and tactile guidance systems.

6. Demographics

- Predominantly older population (34 respondents aged 55+), with balanced gender representation.
- Most respondents identified as White/Caucasian and were from the primary service area.

CHAPTER 4
EXISTING PEDESTRIAN CONDITIONS

Pedestrian Facilities Overview

Pedestrian facilities consist of the infrastructure on roadways and designated paths (sidewalks and trails) and crossing techniques used at intersections (signals and crosswalks). Together, these define the level of connectivity and safety in the pedestrian network. While trails are included in the existing facilities review, they are not the focus of this plan.

The project area, encompassing Los Alamos Townsite and White Rock Town Center, features a network of 102.4 miles of sidewalk. Of this, 75.39 miles are situated in Los Alamos Townsite, while White Rock Town Center accounts for the remaining 27.01 miles. Additionally, the area contains 152.91 miles of trails in total, with Los Almos Townsite containing 98.13 miles and White Rock Town Center encompassing 54.78 miles.

A total of 11 signalized intersections are in the project area, nine of which are situated in Los Alamos Townsite and two in White Rock Town Center. Furthermore, there are 164 marked crosswalks, with 117 in Los Alamos Townsite and 47 in White Rock Town Center. ***Table 2*** and the accompanying maps in ***Figure 17*** and ***Figure 18*** are provided below, offering a visual summary of the pedestrian facilities and aiding in a clearer understanding of the area's connectivity and accessibility.

Table 2: Countywide Pedestrian Facilities Inventory

Los Alamos County Pedestrian Facilities Inventory				
Area	Sidewalk Distance	Trails Distance	Signalized Intersections	Marked Crosswalks
Los Alamos Townsite	75.39 Miles	98.13 Miles	9	117
White Rock Town Center	27.01 Miles	54.78 Miles	2	47
Project Area	102.40 Miles	152.91 Miles	11	164

**Table 2 only includes an inventory of the pedestrian facilities in the study area (Los Alamos Townsite and White Rock Town Center).*

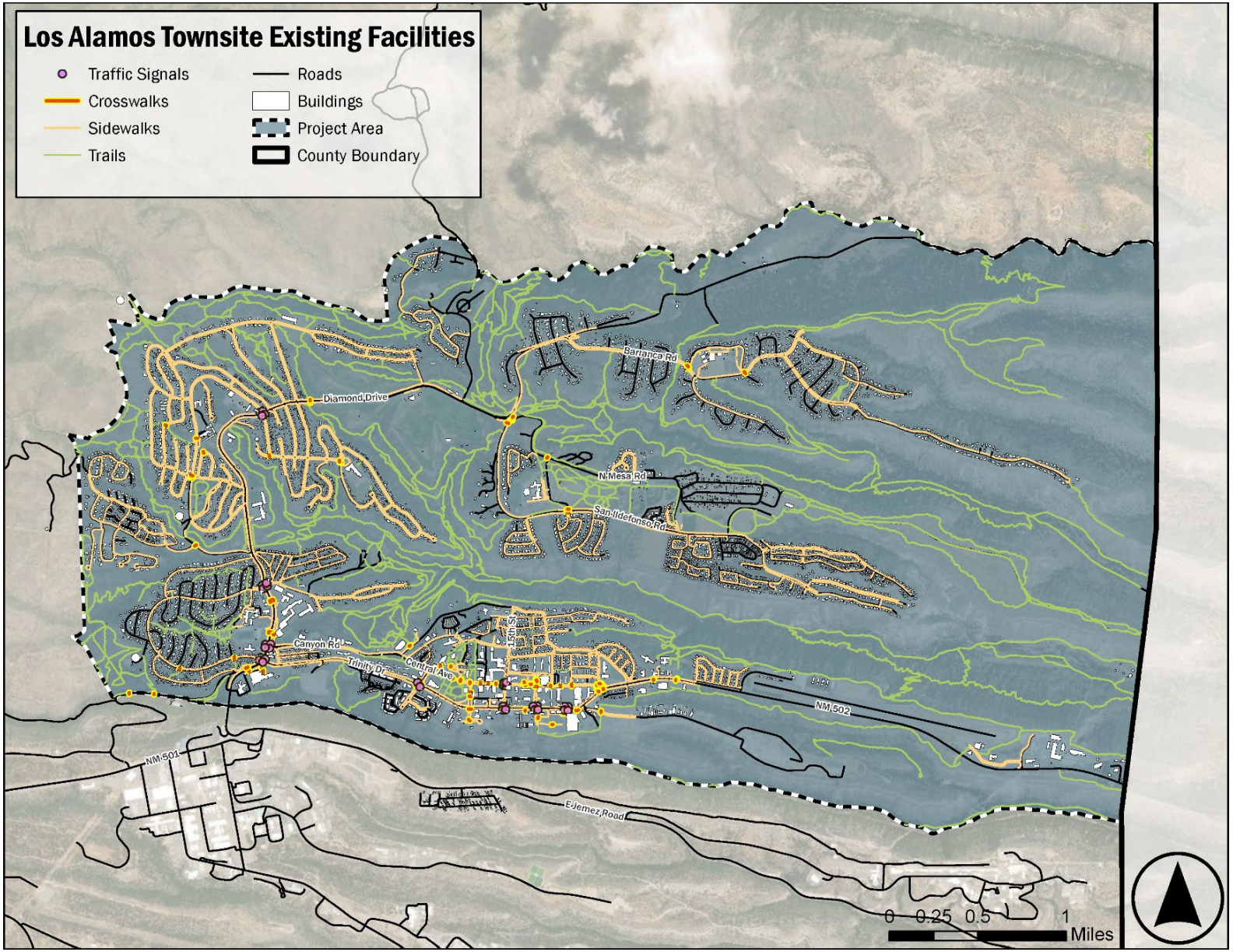


Figure 17: Los Alamos Townsite Existing Facilities Map

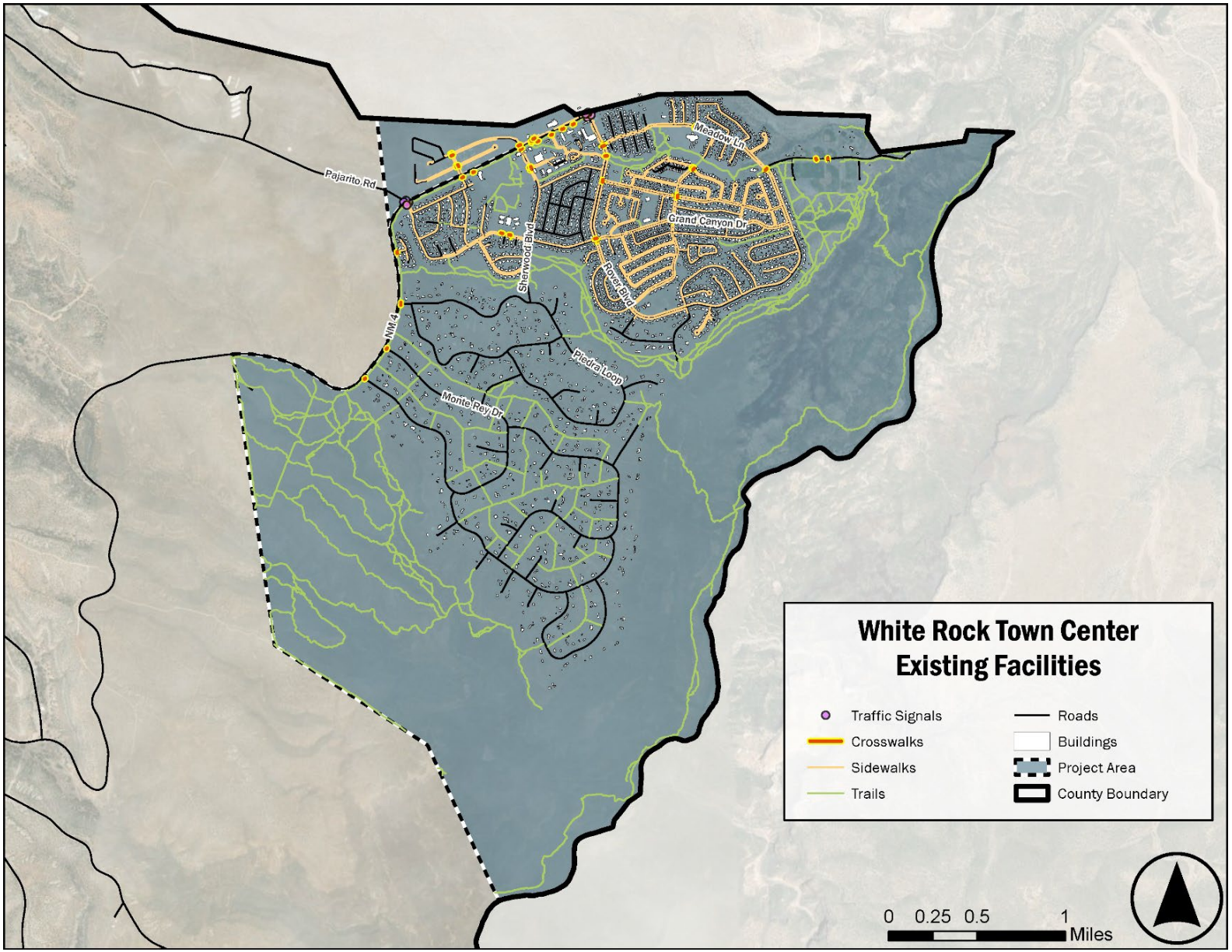


Figure 18: White Rock Town Center Existing Facilities Map

Sidewalk Conditions

An inventory of sidewalk conditions (***Table 3)*** and widths (***Table 4)*** was conducted across Los Alamos Townsite and White Rock Town Center. Out of the total 102.4 miles of sidewalk within the project area, approximately 97.65 miles are classified as good condition, with only 0.05 miles recorded as poor. An additional 4.7 miles lack sufficient data to determine their condition.

The Americans with Disabilities Act (ADA) recommends a sidewalk width of 5 feet for comfortable mobility and passing space for individuals using a wheelchair or other mobility assistive devices. A 3-foot sidewalk width is considered ADA-compliant, however, a 5-foot sidewalk width is ideal for communities. The majority of the study area's sidewalks measure less than five feet in width, approximately 85% of all inventoried sidewalks, or 86.45 miles. This indicates that most of Los Alamos has a predominately narrow pedestrian infrastructure network, possibly contributing to a negative perception of walking and rolling, as these sidewalks are less comfortable, easy, and enticing to use. The remaining sidewalks consist of 10.95 miles of widths between 5 and 8 feet, 0.30 miles that exceed 8 feet, and 4.7 miles of unspecified width. ***Table 3*** summarize the condition and ***Table 4*** offers the widths of sidewalks across Los Alamos County.

Table 3: Los Alamos County Sidewalks Condition

Los Alamos County Sidewalks Condition			
Total Sidewalk Distance	"Good Condition" Distance	"Poor Condition" Distance	Unknown Condition Distance
102.40 Miles	97.65 Miles	.05 Miles	4.70 Miles

Table 4: Los Alamos County Sidewalks Width

Los Alamos County Sidewalks Condition				
Total Sidewalk Distance	<5 ft Width Distance	5 ft - 8 ft Width Distance	>8 ft Width Distance	Unknown Width Distance
102.40 Miles	86.45 Miles	10.95 Miles	.30 Miles	4.70 Miles

**Table 3 and Table 4 only include an inventory of sidewalks in the study area (Los Alamos Townsite and White Rock Town Center).*

In Los Alamos Townsite, sidewalks less than 5 feet in width are predominately situated along smaller residential streets. Sidewalks ranging between 5 and 8 feet are more commonly found along primary roads with higher pedestrian activity, such as Diamond Drive, Trinity Drive, Canyon Road, and Central Avenue, as well as various streets within the Downtown area. Additionally, some smaller residential roads, particularly those in the northwest neighborhood along Diamond Drive, also feature sidewalks of this width. Sidewalk widths

exceeding 8 feet are limited to small sections along Central Avenue, 20th Street, and 15th Street, concentrated primarily around the Central Shopping Center.

In contrast, sidewalk widths within White Rock Town Center demonstrate far less variation than in Los Alamos Townsite. Nearly all sidewalks in White Rock measure less than 5 feet in width, aside from a small section along Longview Drive and Village Place, just west of the White Rock Senior Center.

Figure 19 and ***Figure 18*** on the following pages visually summarize these findings, offering a clear depiction of the existing distribution of sidewalk widths within the project area.

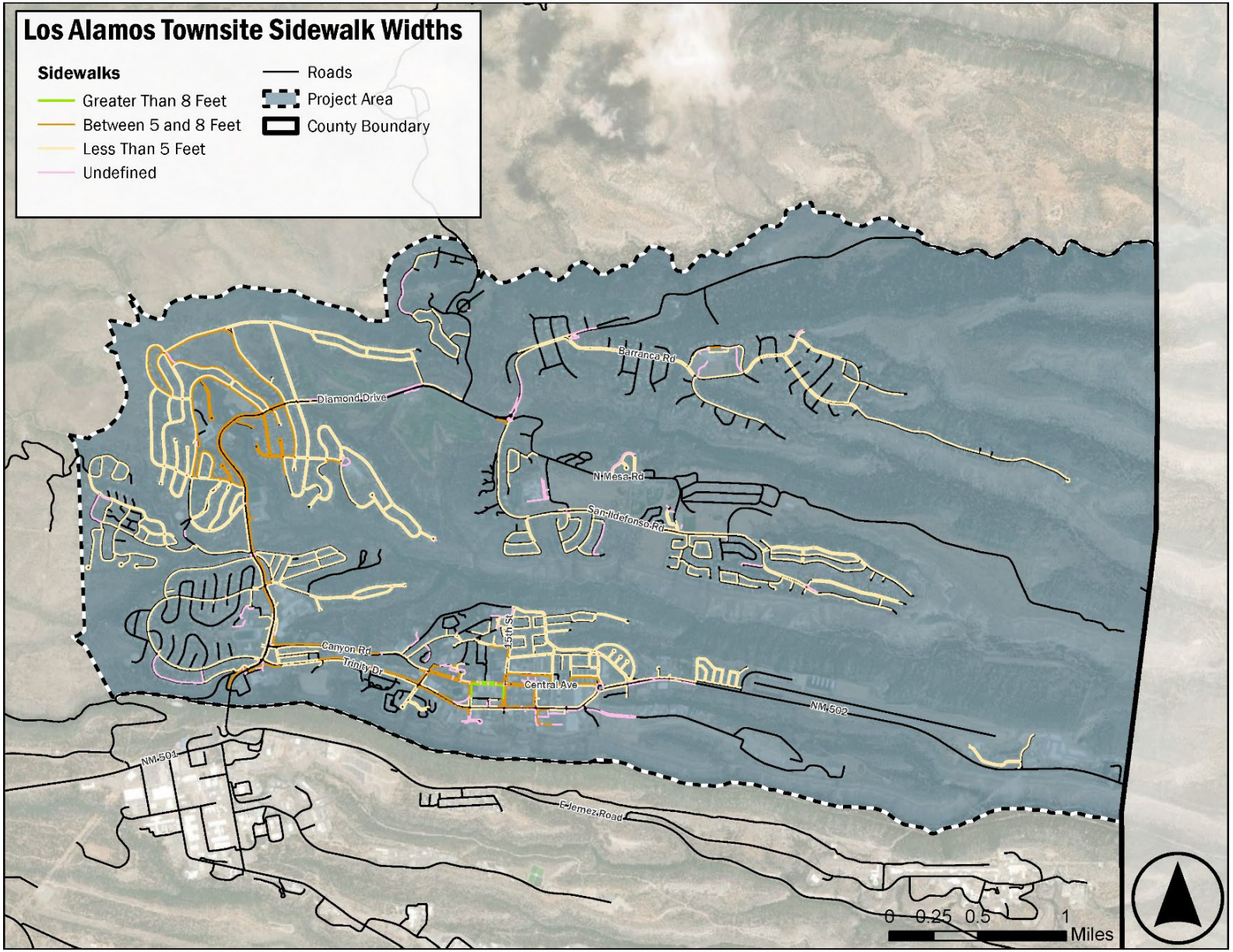


Figure 19: Los Alamos Townsite Sidewalk Widths Map

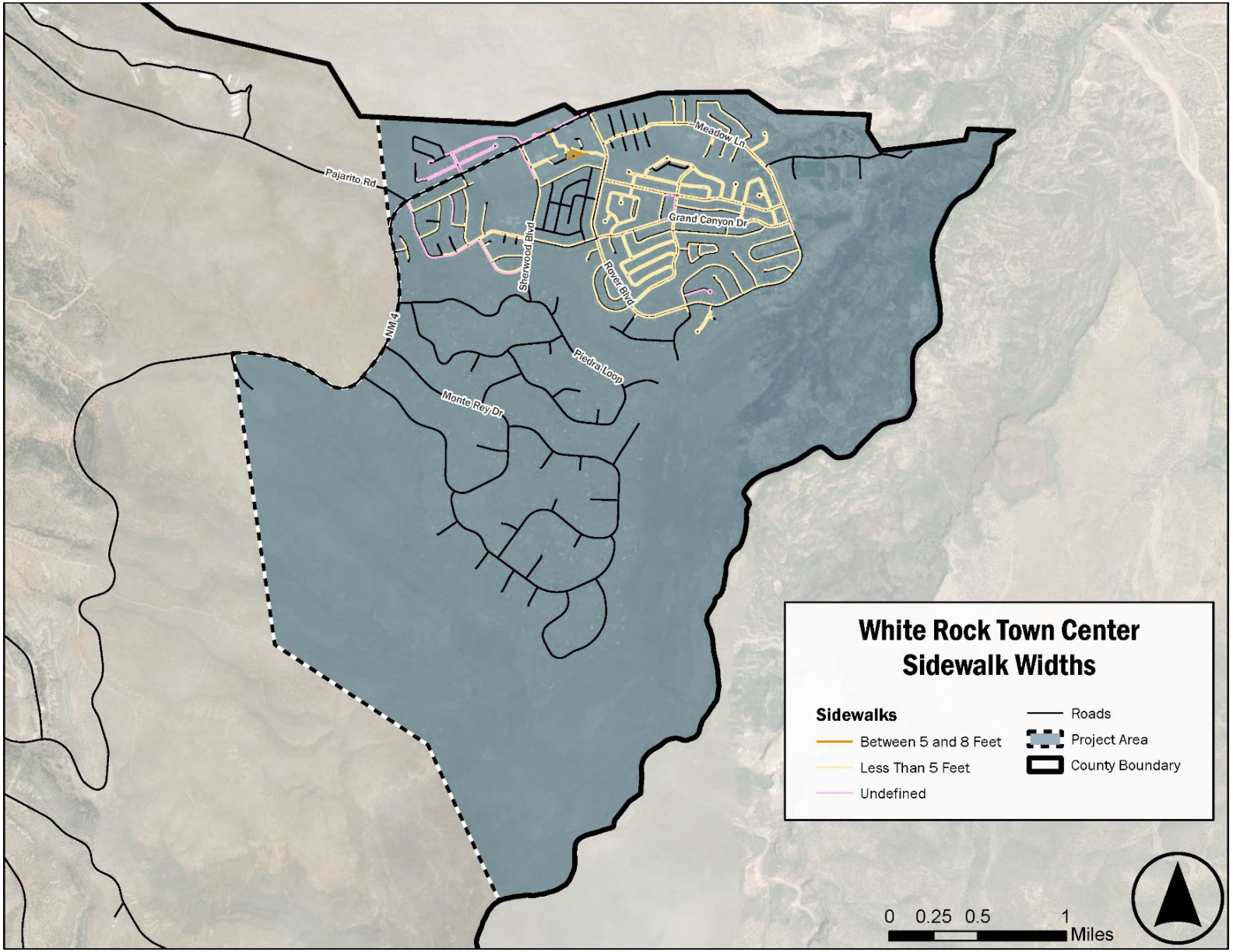


Figure 20: White Rock Town Center Sidewalk Widths Map

ADA Curb Ramp Compliance

Updated ADA curb ramp compliance data was compared to previous data collected in 2017. Overall, curb ramp compliance in the project area increased by over 10%. Los Alamos Townsite saw an increase of 14.09%, while White Rock Town Center saw a decrease of 1.06%. ***Table 5*** summarizes ADA curb ramp compliance in Los Alamos County.

Table 5: Los Alamos County ADA Curb Ramp Compliance

Los Alamos County ADA Curb Ramp Compliance			
Area	2017 Compliance %	2024 Compliance %	% Increase or Decrease
Los Alamos Townsite	27.39%	41.48%	+ 14.09%
White Rock Town Center	40.26%	39.20%	- 1.06%
Project Area	30.72%	40.81%	+ 10.09%

In Los Alamos Townsite, ADA curb ramp compliance varies significantly. Within the Downtown area, most curb ramps meet ADA standards, although several along Trinity Drive, particularly between Oppenheimer Drive and 10th Street, are non-compliant. Along Diamond Drive, the majority of curb ramps are ADA-compliant.

In residential neighborhoods within Los Alamos Townsite, ADA compliance is mixed. Certain areas, such as the Quemazon neighborhood on the far west side and the North Mesa neighborhood, demonstrate a high rate of compliance. In contrast, the Western Area neighborhood in the southwest, as well as the North Community neighborhood in the northwest, have a notably low rate of ADA-compliant curb ramps.

In White Rock Town Center, ADA curb ramp compliance is similarly varied. Most curb ramps along NM Highway 4 are compliant. Additionally, Sherwood Boulevard, between NM Highway 4 and Grand Canyon Drive, maintains a high compliance rate, as does most of Grand Canyon Drive. However, along Rover Boulevard/Meadow Lane, ADA curb ramp compliance is generally low, aside from the segment between Bryce Avenue and Kimberly Lane, where compliance rates are notably high.

Figure 21 and ***Figure 22*** illustrate these findings, providing a comprehensive overview of ADA curb ramp compliance across the project area.

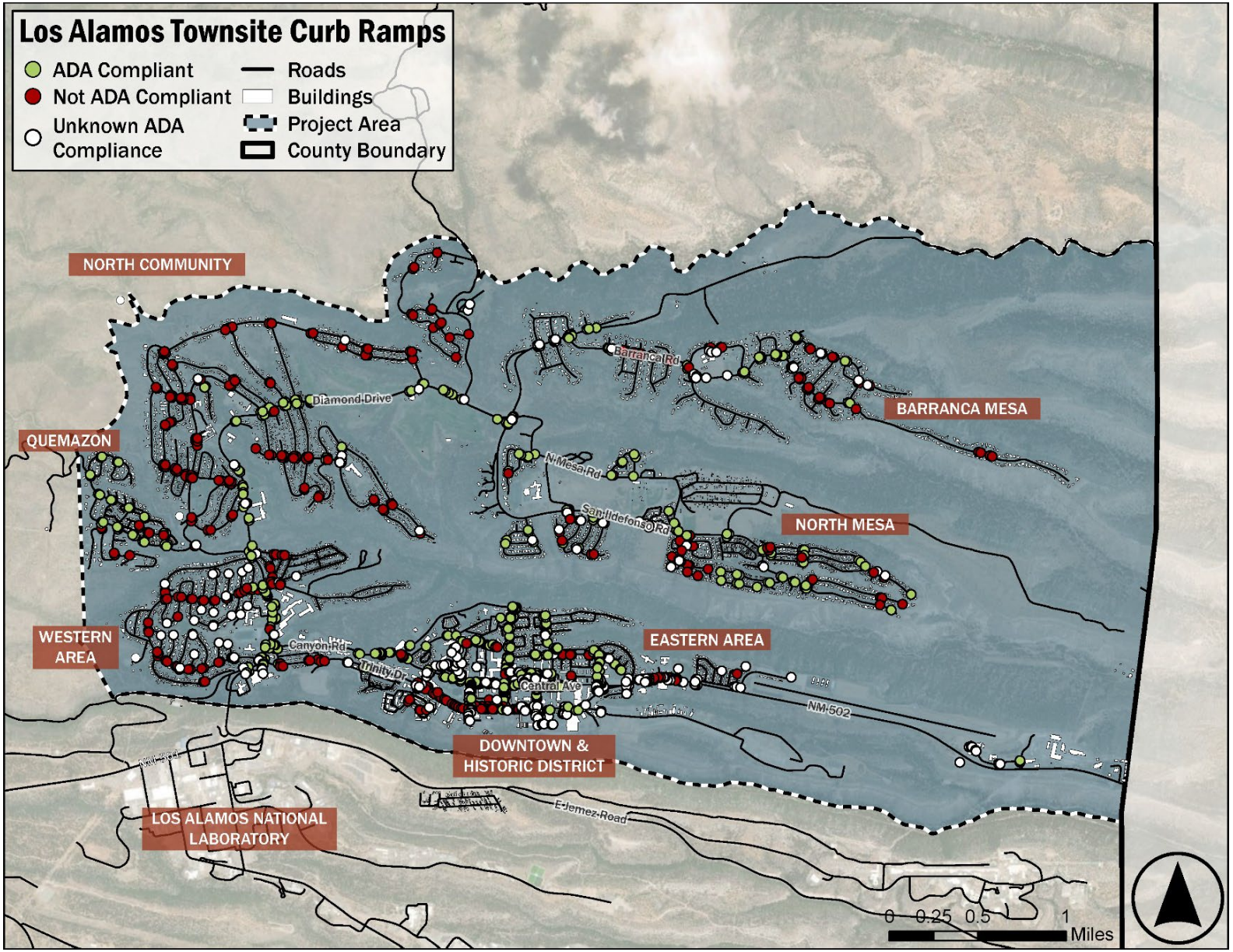


Figure 21: Los Alamos Townsite Curb Ramps Map

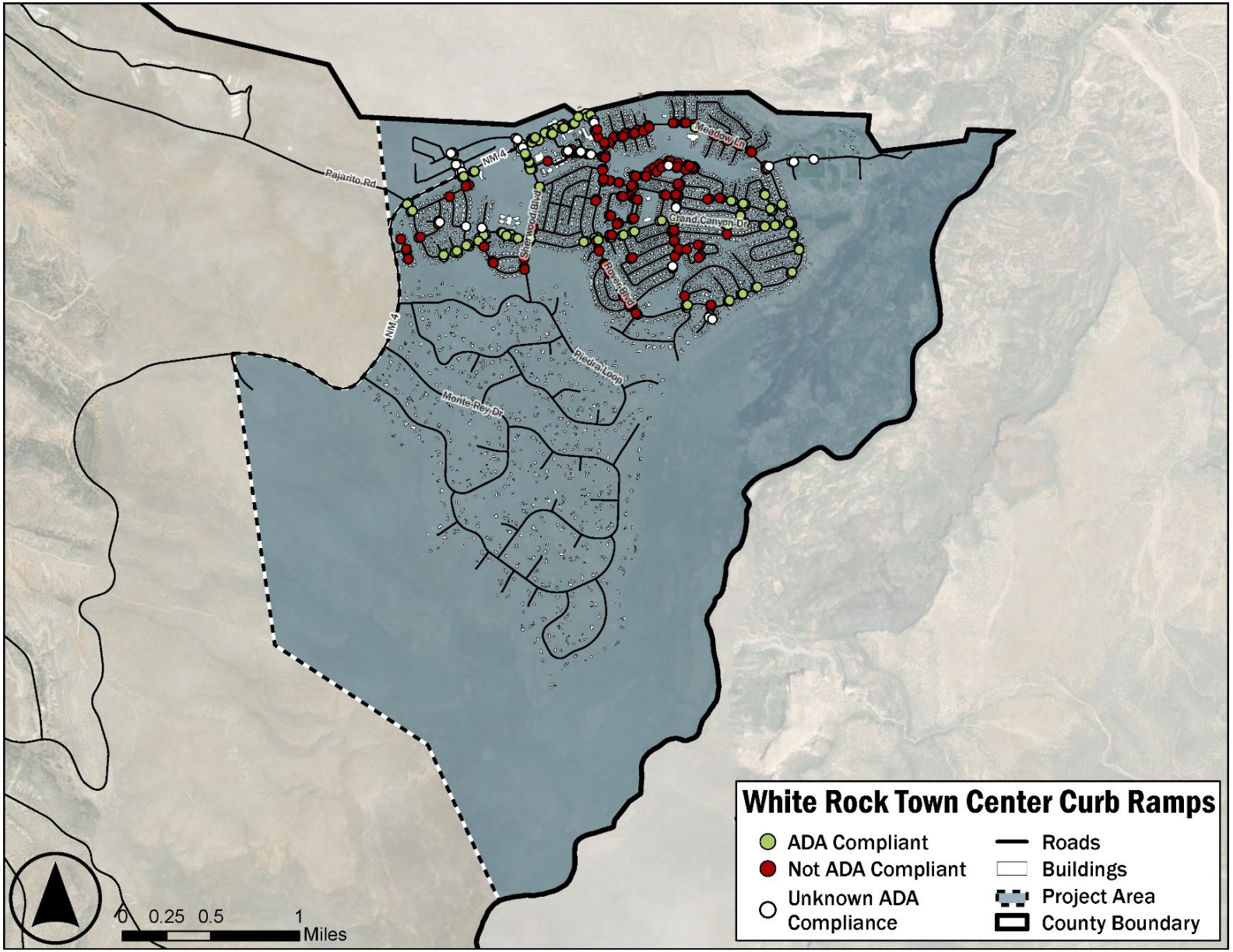


Figure 22: White Rock Town Center Curb Ramps Map

Transit

Los Alamos County Public Works Department owns and operates the Atomic City Transit (ACT) which provides fixed route, demand response, and paratransit services in Los Alamos and White Rock, and seasonal transit service to the nearby Bandelier National Monument. The transit center is located at the Los Alamos National Laboratory (LANL) where most of the fixed routes begin and end. Additionally, passengers traveling out of the county can catch one of the NMDOT Park and Ride buses to Espanola or Santa Fe.

Fixed Route Servies

ACT fixed route services can be considered in three categories: fixed routes, express routes, and the Bandelier service.

- **Fixed Route**: ACT operates a total of seven routes throughout each weekday (generally from 6 AM to 7 PM or 7:30 PM): Fixed routes are designed to meet at the transit center at 30-and 60-minute headways.
- **Express Routes**: These routes are open to the general public, but represent routes and schedules tailored specifically to school afternoon bell times.
- **Bandelier Shuttle**: This is a summer-only, free of charge service provided by ACT between mid-May and mid-October operating between the White Rock Visitors Center and the main entrance to the National Monument. It is an element of the traffic management plan for the National Monument, which requires visitors to use the bus by prohibiting general public auto access between 9 AM and 3 PM.

Dial-A-Ride Service

ACT provides a general public dial-a-ride service on weekdays between 6:30 PM and 9:00 PM. Phone requests are received starting at 6:00 PM for same-day service. This service is geared for "return" trips home and Park and Ride lots.

Paratransit Service

The ACT Assist program provides paratransit (origin-to-destination) service for ADA paratransit eligible persons between 6 AM and 9 PM on weekdays.

Transit is an integral part of pedestrian mobility because it extends the reach of walkable areas. Pedestrians rely on comfortable and navigable connections between transit stops, sidewalks, and crosswalks to provide safety and accessibility to destinations throughout the community. Ensuring connectivity across the transit network and the multi-modal network supports an efficient and equitable transportation system for the entire community. The amenities and infrastructure associated with a transit network (bus shelters, benches, maps and wayfinding, wider sidewalks and stops, bike racks) complement and benefit the pedestrian environment as well.

Pedestrian Destinations

Community Destinations are identified by highlighting the existing land uses that typically attract pedestrian activity (uses include commercial, downtown, educational, neighborhood commercial /mixed use, and parks). The Community Destination points, represented in ***Figure 23***, for Los Alamos Townsite and ***Figure 24*** for White Rock Town Center, identify certain activity centers where pedestrians are likely to travel to and move around.

In Los Alamos Townsite, the highest concentration of destinations is located in the Downtown. Other destinations are spread throughout the study area, mostly on Diamond Drive. White Rock is a smaller community, therefore nearly all the pedestrian destinations are concentrated in one area at the northern boundary.

These areas offer an understanding of where pedestrian activity occurs, thus indicating where recommendations to improve safety, accessibility, and connectivity should be focused.

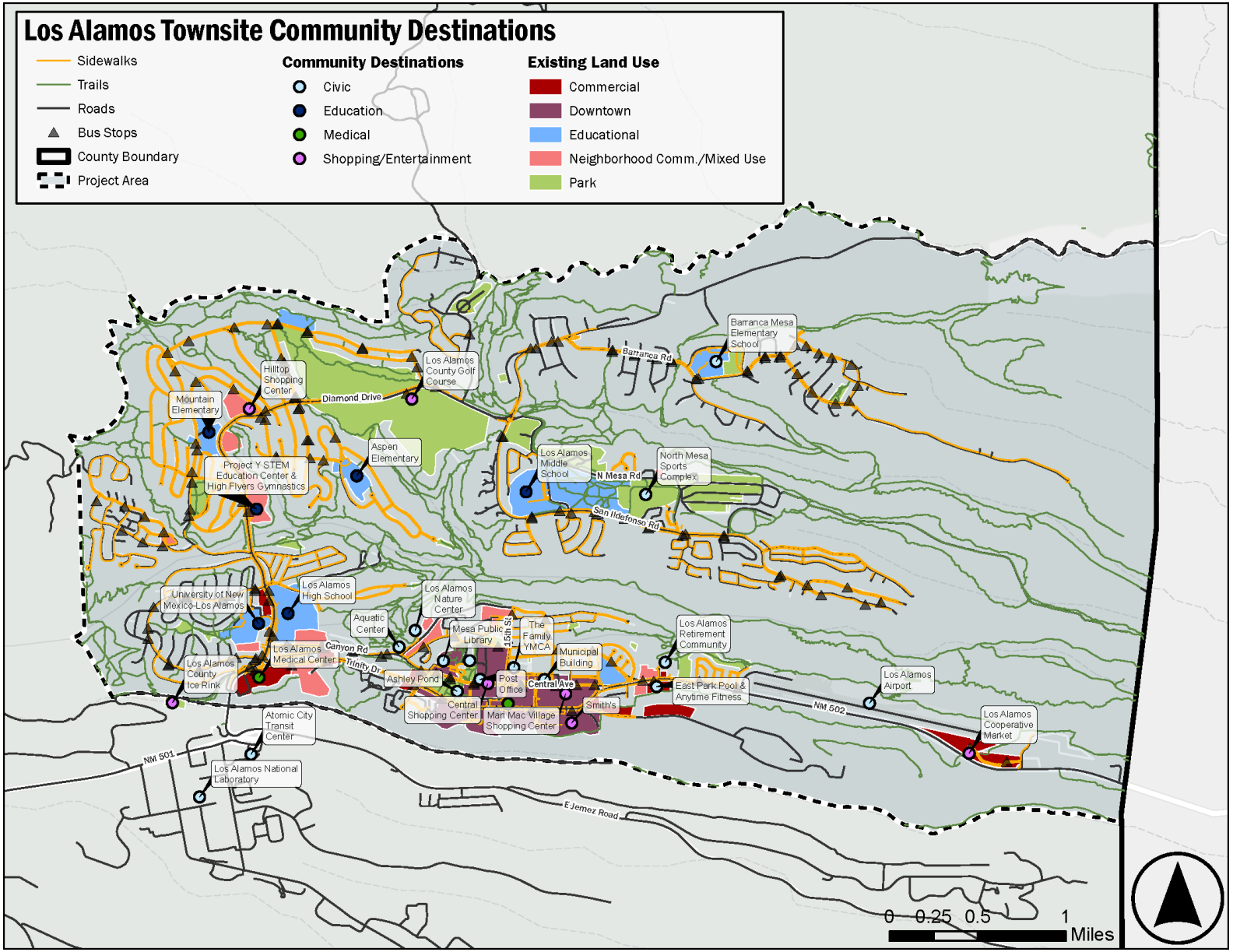


Figure 23: Los Alamos Townsite Community Destinations

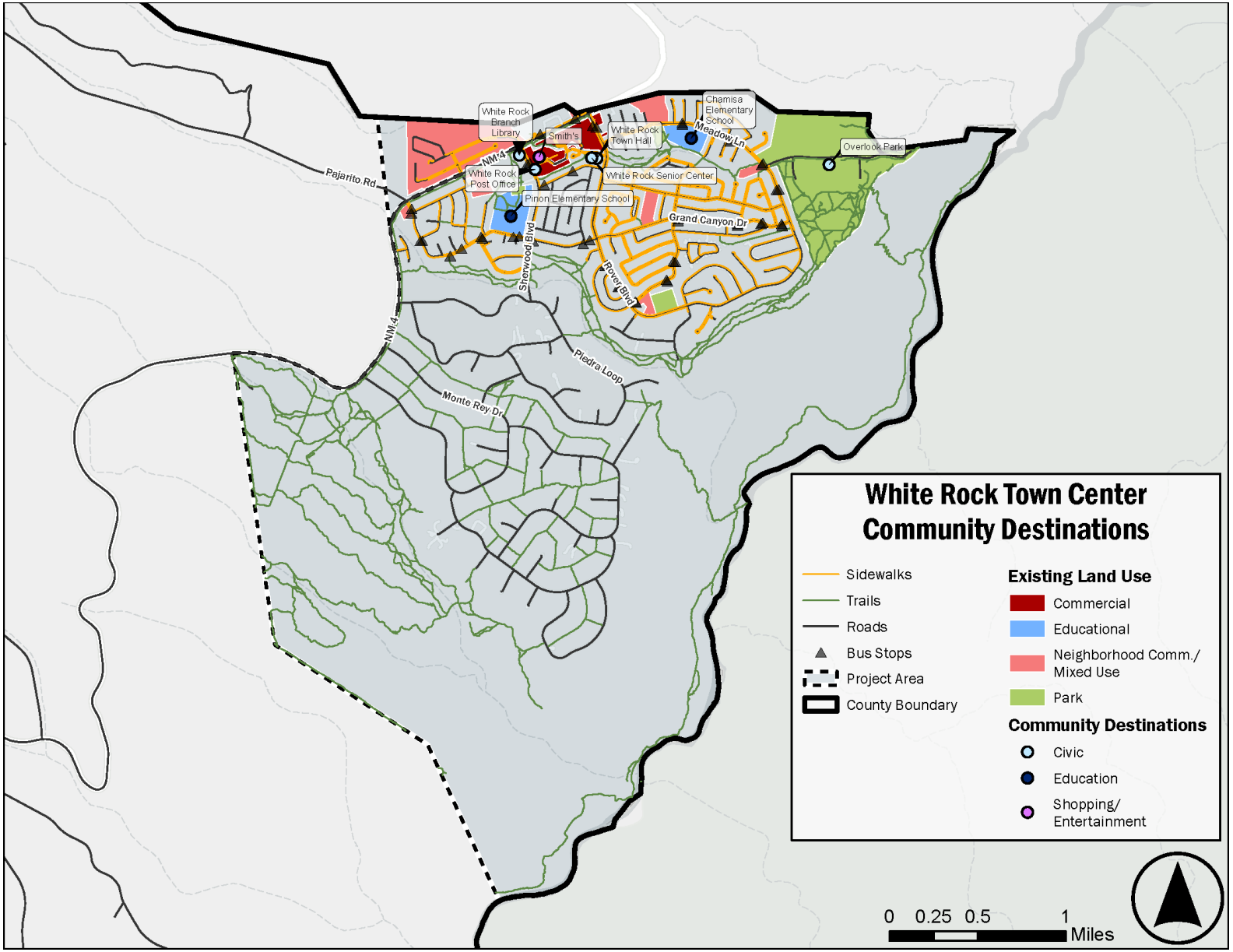


Figure 24: White Rock Town Center Community Destinations

Pedestrian Involved Crash Analysis

Los Alamos County

An analysis of crash data for Los Alamos County was conducted to identify locations with the highest frequency of pedestrian-involved incidents. Crash records from 2018 to 2022 were sourced from the New Mexico Department of Transportation and the Los Alamos County Police Department. These two data sources use different reporting methods, resulting in inconsistencies in certain crash factors. This fact, in addition to a minimal number of pedestrian crashes, has limited the analysis to a general overview.

During this five-year period, a total of 770 crashes were recorded in Los Alamos County, yielding a 1-year average of 154 crashes. This total includes crashes countywide occurring both within and outside the project area. Of the 770 crashes, eight of these involved pedestrians. ***Table 6***, ***Figure 25***, and ***Figure 26*** present a summary of both total and pedestrian-involved crashes within Los Alamos County. While there are minimal pedestrian crashes which occurred in the study area, it is important that the county remain proactive in order to minimize any future potential conflicts, effectively saving lives and tax-payer dollars.

Table 6: Los Alamos County Crash Types by Year

Los Alamos County Crash Types by Year				
Year	Total Crashes (% Change from 5-Year Average)	Total Crashes 5-Year Average	Pedestrian Crashes (% Change from 5-Year Average)	Pedestrian Crashes 5-Year Average
2018	179 (+16.23%)	154	1 (-37.50%)	1.6
2019	177(+14.94%)	154	2 (+25.00%)	1.6
2020	130 (-15.58%)	154	1 (-37.50%)	1.6
2021	127 (-17.53%)	154	2 (+25.00%)	1.6
2022	157 (+1.94%)	154	2 (+25.00%)	1.6

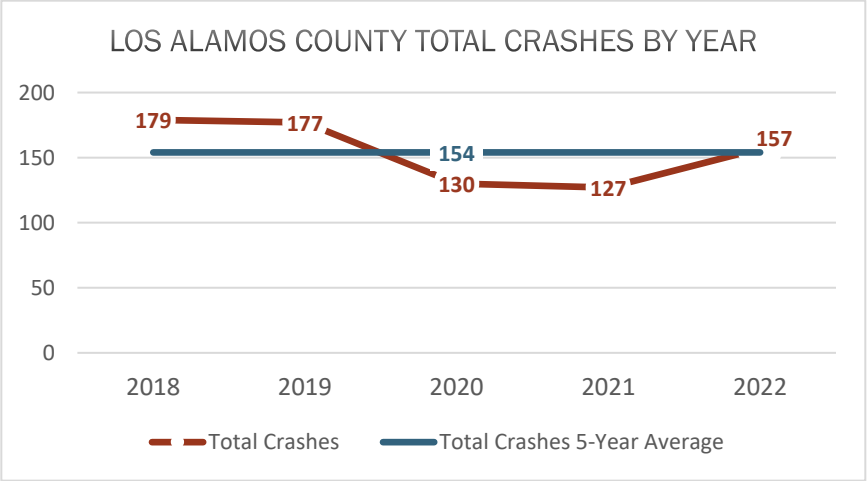


Figure 25: Los Alamos County Total Crashes by Year

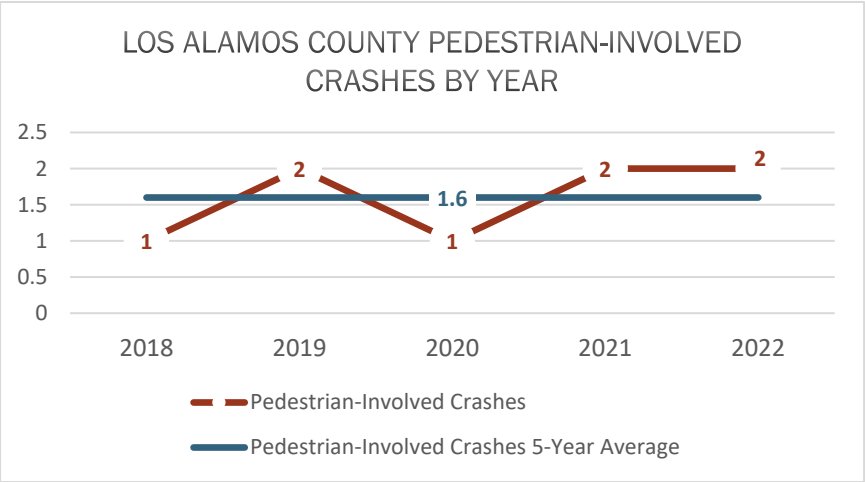


Figure 26: Los Alamos County Pedestrian-Involved Crashes by Year

The total number of crashes in Los Alamos County peaked in 2018, reaching 179. In the subsequent years, crash numbers declined annually until 2022, when they rose again, surpassing the five-year average with a total of 157 crashes. The marked decrease in crashes during 2020 and 2021 can be largely attributed to the COVID-19 pandemic, which led to a significant reduction in road traffic.

In contrast, pedestrian-involved crashes in Los Alamos County did not align with the general trend of total crashes. While total crashes were highest in 2018, pedestrian-involved incidents were tied for the lowest that year. The peak years for pedestrian-involved crashes were 2019, 2021, and 2022, with two incidents recorded each year.

Los Alamos Townsite

A total of 529 crashes occurred in Los Alamos Townsite between 2018 and 2022, with a 5-year average of 105.8. Of the 529 crashes in Los Alamos Townsite, 6 involved pedestrians. ***Table 7***, ***Figure 27***, and ***Figure 28*** depict the total and pedestrian-involved crashes in Los Alamos Townsite.

Table 7: Los Alamos Townsite Crash Types by Year

Los Alamos Townsite Crash Types by Year				
Year	Total Crashes (% Change from 5-Year Average)	Total Crashes 5-Year Average	Pedestrian Crashes (% Change from 5-Year Average)	Pedestrian Crashes 5-Year Average
2018	125 (+15.36%)	105.8	1 (-16.67%)	1.2
2019	122 (+13.28%)	105.8	1 (-16.67%)	1.2
2020	85 (-24.47%)	105.8	1 (-16.67%)	1.2
2021	89 (-23.37%)	105.8	1 (-16.67%)	1.2
2022	108 (+2.04%)	105.8	2 (+66.67%)	1.2

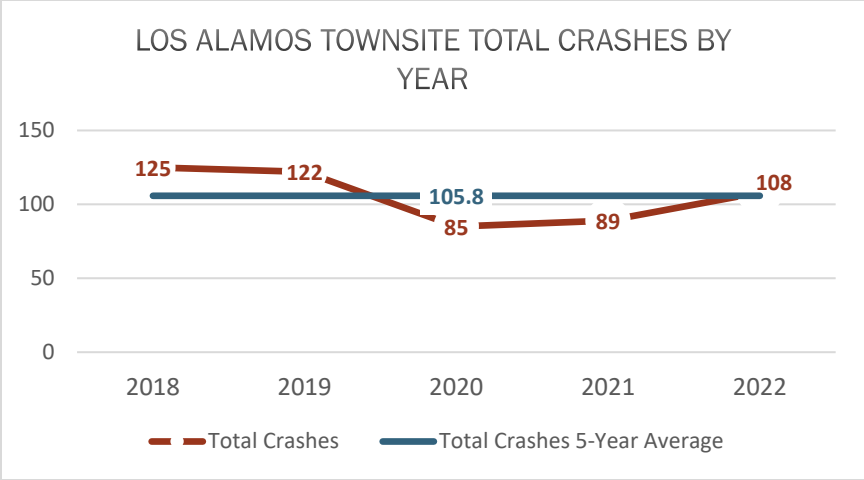


Figure 27: Los Alamos Townsite Total Crashes by Year

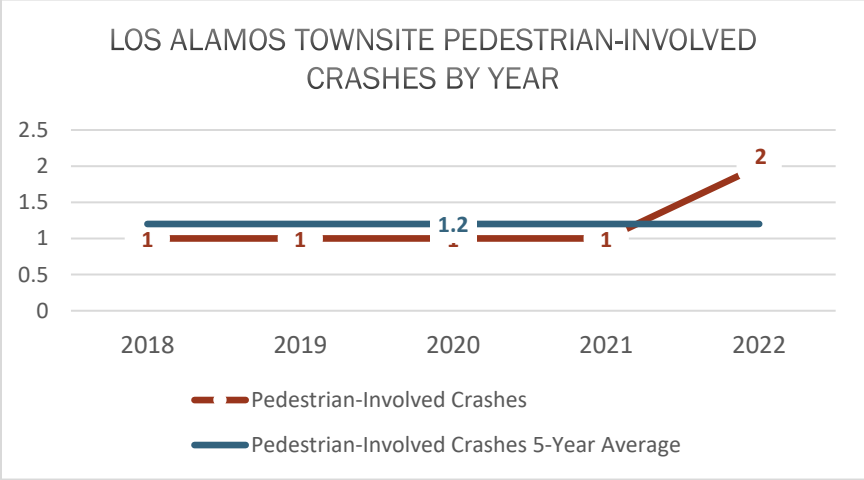


Figure 28: Los Alamos Townsite Pedestrian-Involved Crashes by Year

Reflecting the county-wide trend, Los Alamos Townsite experienced the highest number of crashes in 2018, totaling 125. Between 2019 and 2021, the number of crashes steadily declined each year, with a return to above-average levels in 2022, reaching 108 crashes. The significant reduction in crashes during 2020 and 2021 is attributed to the COVID-19 pandemic, which led to decreased traffic volumes.

Pedestrian-involved crashes in Los Alamos Townsite remained consistent from 2018 to 2021, with one incident per year, followed by an increase to two incidents in 2022.

Within Los Alamos Townsite, crashes were most frequently concentrated along primary routes, including Trinity Drive (or NM 502), Canyon Road, Central Avenue, and East Road. High-crash sections include Diamond Drive between Trinity Drive and Sandia Drive/Orange Street, and Trinity Drive between 20th Street and the roundabout. Additionally, three intersections—Diamond Drive at West Road, Trinity Drive, and Canyon Road—registered the highest number of crashes, each with over 15 incidents.

Pedestrian-involved crashes were spread throughout Los Alamos Townsite, all occurring at different locations. Pedestrian-involved crashes occurred at the intersections of Diamond Drive and 38th Street/Arkansas Avenue, Central Avenue and Bathtub Row, East Road and Sombrillo Court, and East Drive and Tewa Loop. Two pedestrian-involved crashes occurred in the same

shopping complex along Trinity Drive and Knecht Street. One occurred in front of Smith's Marketplace and one across the parking lot near McDonald's.

The exact locations of some crashes could not be determined based on the crash reports obtained from the Los Alamos Police Department. Their approximate locations are represented by the yellow dots. ***Figure 29*** shows the location of every crash that occurred within Los Alamos Townsite.

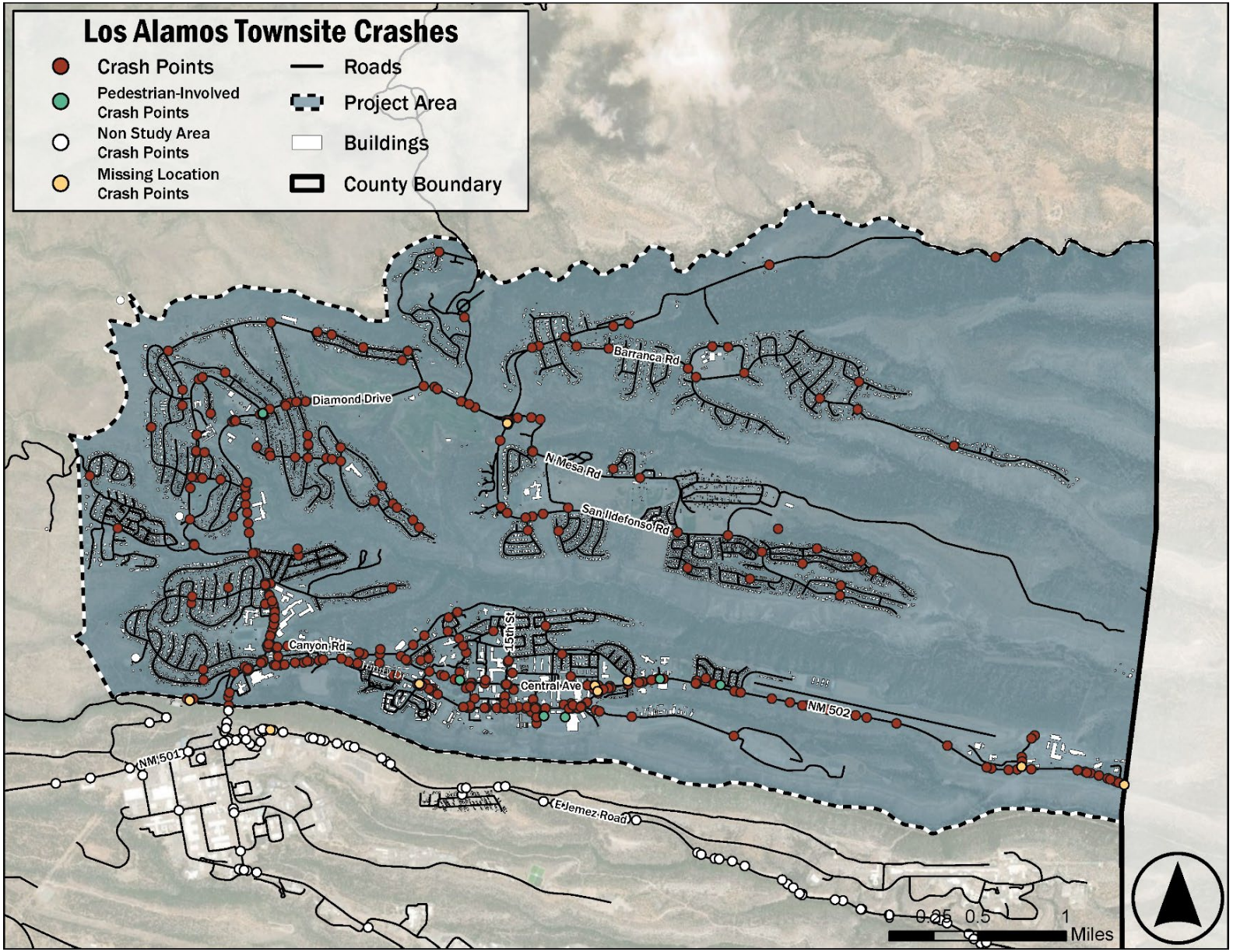


Figure 29:Los Alamos Townsite Crash Map

White Rock Town Center

A total of 59 crashes were recorded within the White Rock Town Center from 2018 to 2022, yielding a five-year average of 11.8 crashes per year. Among these, two crashes involved pedestrians, resulting in an average of 0.4 pedestrian-involved crashes annually. ***Table 8, Figure 30***, and ***Figure 31*** depict the total and pedestrian-involved crashes in White Rock Town Center.

Table 8: White Rock Town Center Crash Types by Year

White Rock Town Center Crash Types by Year				
Year	Total Crashes (% Change from 5-Year Average)	Total Crashes 5-Year Average	Pedestrian Crashes (% Change from 5-Year Average)	Pedestrian Crashes 5-Year Average
2018	16 (+22.64)	11.8	0 (-100.00%)	0.4
2019	17 (+41.51)	11.8	1 (+150.00%)	0.4
2020	5 (-52.83%)	11.8	0 (-100.00%)	0.4
2021	9 (-15.09%)	11.8	1 (+150.00%)	0.4
2022	12 (+3.77%)	11.8	0 (-100.00%)	0.4

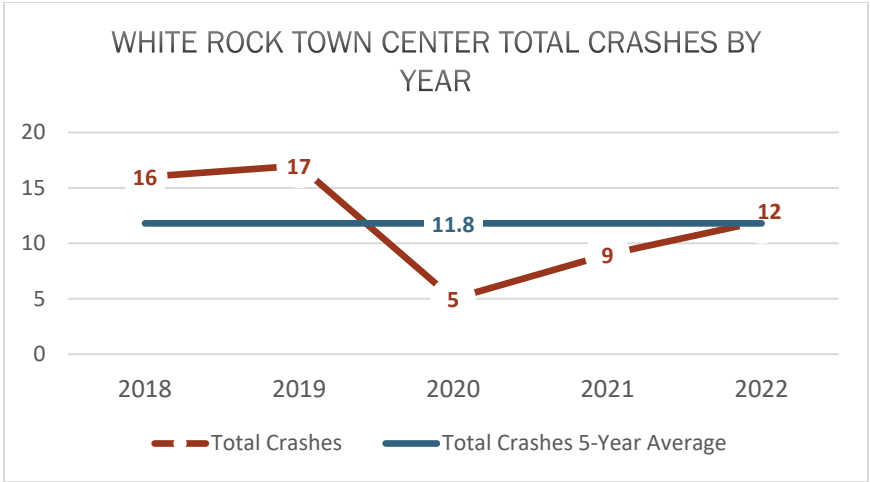


Figure 30: White Rock Town Center Total Crashes by Year

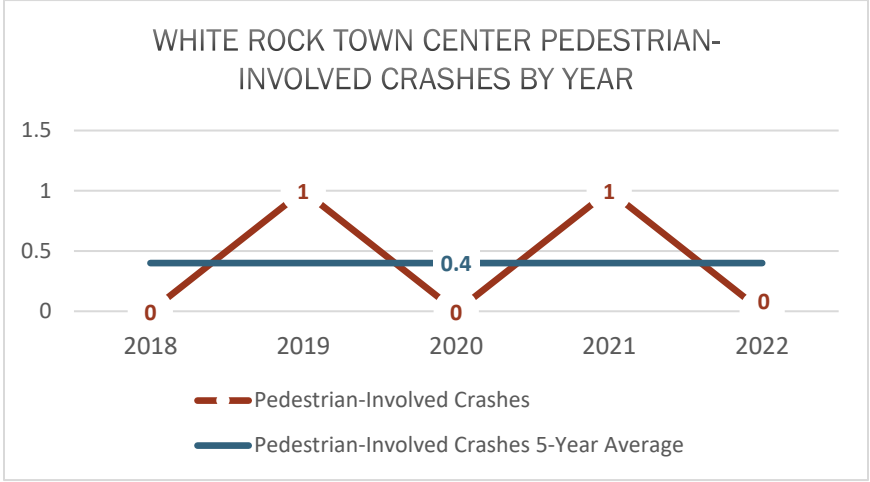


Figure 31: White Rock Town Center Pedestrian-Involved Crashes by Year

Crash patterns in White Rock Town Center largely mirrored those observed in the broader County and Los Alamos Townsite, though White Rock reached a peak of 17 crashes in 2019. The subsequent decline in crash frequency during 2020 and 2021 can be attributed to the reduction in vehicle traffic associated with the COVID-19 pandemic.

Pedestrian-involved crashes within White Rock Town Center showed year-to-year variability, with one crash occurring in both 2019 and 2021, and none reported in 2018, 2020, or 2022. The two pedestrian-involved crashes took place in at the intersection of NM Highway 4 and Piedra Loop, and on Ridgecrest Avenue, approximately 300 feet west of its intersection with Grand Canyon Drive.

The highest concentrations of crashes in White Rock Town Center occurred along NM Highway 4 and Rover Boulevard/Meadow Lane. Additionally, a smaller number of crashes were recorded on residential streets such as Aragon Avenue, Aztec Avenue, and La Paloma Drive. Notably, the intersection of NM Highway 4 and Rover Boulevard registered the highest number of crashes, with five.

The exact locations of a handful of crashes could not be determined based on the crash reports obtained from the Los Alamos Police Department. Their approximate locations are represented by the yellow dots. ***Figure 32*** shows the locations of every crash that occurred in White Rock Town Center.

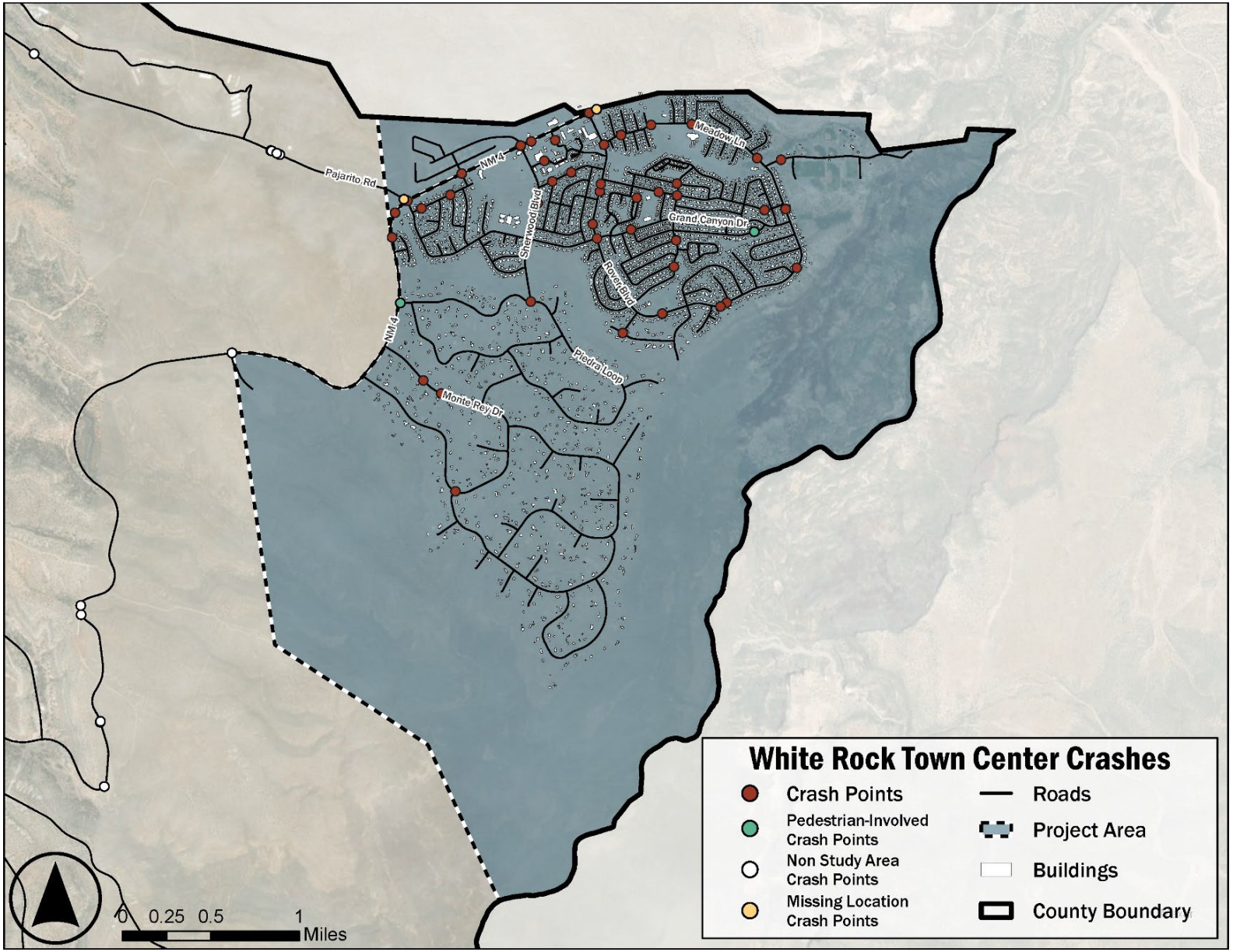


Figure 32: White Rock Town Center Crash Map

State and National Crash Comparison

An analysis of total crash severity rates between 2018 and 2022 for Los Alamos County, Los Alamos Townsite, and White Rock Town Center was conducted in comparison to state and national rates, represented in ***Table 9***.

Los Alamos Townsite reported a crash rate of 40.14 incidents per 1,000 people, while White Rock Town Center recorded a lower rate of 10.08 per 1,000 people. Los Alamos County had a crash rate of 39.65 per 1,000 people. Each of these rates is lower than the crash rates observed for New Mexico and the United States, which stand at 100.64 and 92.85 per 1,000 people, respectively.

Traffic injury rates mirrored the trends in overall crash rates. Los Alamos Townsite reported a traffic injury rate of 13.13 per 1,000 people, with White Rock Town Center showing a much lower injury rate of 2.05 per 1,000 people. Los Alamos County had an injury rate of 13.49 per 1,000 people. Once again, these rates are below those reported for New Mexico and the United States, at 43.42 and 38.05 per 1,000 people, respectively.

Los Alamos Townsite recorded 0.15 traffic fatalities per 1,000 people, whereas White Rock Town Center experienced a significantly higher rate of 0.34 fatalities per 1,000 people. The countywide traffic fatality rate for Los Alamos stood at 0.31 per 1,000 people. Each of these rates remain lower than those for New Mexico and the United States, which are 1.02 and 0.60 fatalities per 1,000 people, respectively.

Table 9: Crash Severity Summary with State and National Comparison

Crash Severity Summary with State and National Comparison (2018-2022)		
Total Crashes		
Area	Total Crashes	Crashes per 1,000 People
Los Alamos Townsite	529	40.14
White Rock Town Center	59	10.08
Los Alamos County	770	39.65
New Mexico	213,118	100.64
United States	30,775,480	92.85
Traffic Injuries		
Area	Total Traffic Injuries	Traffic Injuries per 1,000 People
Los Alamos Townsite	173	13.13
White Rock Town Center	12	2.05
Los Alamos County	262	13.49
New Mexico	91,949	43.42
United States	12,612,837	38.05
Traffic Fatalities		
Area	Total Traffic Fatalities	Traffic Fatalities per 1,000 People
Los Alamos Townsite	2	0.15
White Rock Town Center	2	0.34
Los Alamos County	6	0.31
New Mexico	2,164	1.02
United States	197,941	0.60

Additionally, an analysis concentrated on serious injury and fatal pedestrian-involved crashes was conducted in comparison to state and national rates. ***Table 10*** represents these findings. Los Alamos Townsite reported a pedestrian injury rate of 0.46 per 1,000 residents, while White Rock Town Center had no recorded pedestrian injuries, resulting in a rate of 0. Across Los Alamos County, the pedestrian injury rate was 0.31 per 1,000 residents. These rates are substantially lower than those for New Mexico and the United States, which are 0.79 and 1.01 per 1,000 residents, respectively.

Between 2018 and 2022, Los Alamos Townsite did not report any pedestrian fatalities, giving it a fatality rate of 0 per 1,000 residents. In contrast, White Rock Town Center recorded a significantly higher pedestrian fatality rate of 0.34 per 1,000 residents. The overall pedestrian fatality rate in Los Alamos County was 0.10 per 1,000 residents. While the pedestrian fatality rates for both Los Alamos Townsite and Los Alamos County were at or below the state and national rates, White Rock Town Center's rate was more than three times the national rate.

Ongoing crash analysis and thoughtful transportation planning are essential to the Safe Systems Approach, enabling proactive measures to reduce and prevent crashes. These efforts are key to achieving Vision Zero's goal of eliminating traffic fatalities and severe injuries through systematic, data-driven strategies.

Table 10: Pedestrian-Involved Crash Severity Summary with State and National Comparison

Pedestrian-Involved Crash Severity Summary with State and National Comparison (2018-2022)		
Pedestrian Injuries		
Area	Total Pedestrian Injuries	Pedestrian Injuries per 1,000 People
Los Alamos Townsite	6	0.46
White Rock Town Center	0	0
Los Alamos County	6	0.31
New Mexico	1,674	0.79
United States	333,493	1.01
Pedestrian Fatalities		
Area	Total Pedestrian Fatalities	Pedestrian Fatalities per 1,000 People
Los Alamos Townsite	0	0
White Rock Town Center	2	0.34
Los Alamos County	2	0.10
New Mexico	429	0.20
United States	34,203	0.10

CHAPTER 5
AREAS OF CONCERN

Pedestrian Barriers

This section summarizes the barriers within Los Alamos that prevent the safest and most accessible pedestrian environment. ***Figure 33*** and ***Figure 34*** illustrate the full extents of the study area to pinpoint areas that need a greater focus. The combined findings from the existing conditions analysis that contribute to the Areas of Concerns include:

- Pedestrian crash locations
- Vehicle crash locations
- Non-ADA curb ramps
- Pedestrian destinations

Three Areas of Concern are identified by their high concentration of barriers and are subsequently areas that are considered pedestrian destinations with more pedestrian traffic. The three areas are represented at a larger scale in the following figures:

1. Downtown Los Alamos: ***Figure 35***
2. Diamond Drive (North-South Bound): ***Figure 36***
3. White Rock (Along Northern Boundary): ***Figure 37***

White Rock's barriers are less concentrated, however, the pedestrian destinations offer an understanding of areas likely to have more pedestrian traffic, thus identifying the northern boundary as an Area of Concern, requiring greater attention.

Most of these areas require a holistic approach to improvements – addressing not only one gap in the pedestrian network, but several in the surrounding area. A project initiated for the reconstruction of a sidewalk should also recognize needed updates to curb ramps along the connecting pedestrian pathways, ensuring this stretch of the transportation network is safe and accessible to all. If feasible, road diets, gateway treatments, or intersection enhancements should also be considered (these types of improvements are discussed later in the "Traffic Calming Design Guide" Section). This type of systematic approach solidifies and stabilizes the pedestrian network, creating a comfortable and easy to navigate experience on the ground.

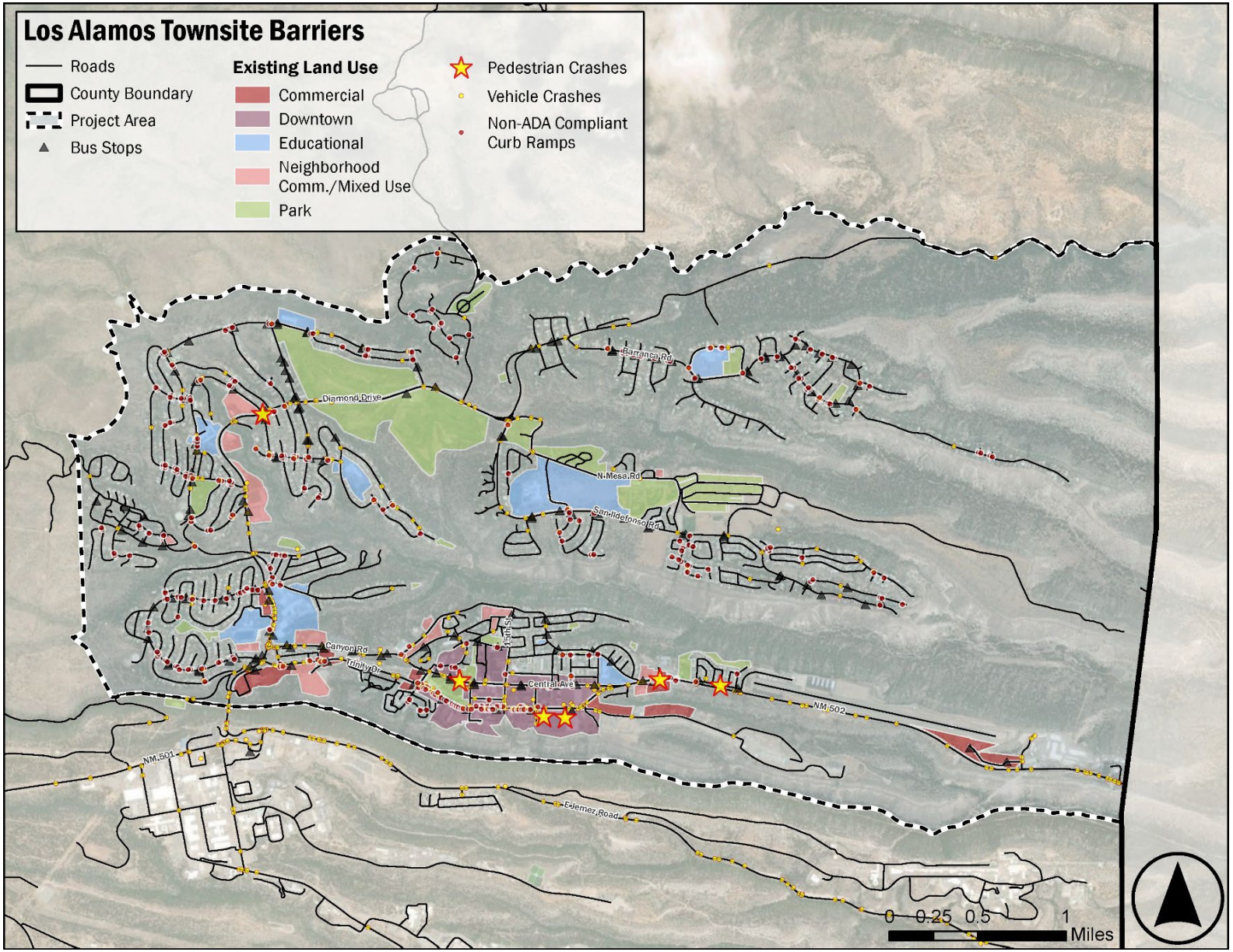


Figure 33: Los Alamos Townsite Barriers

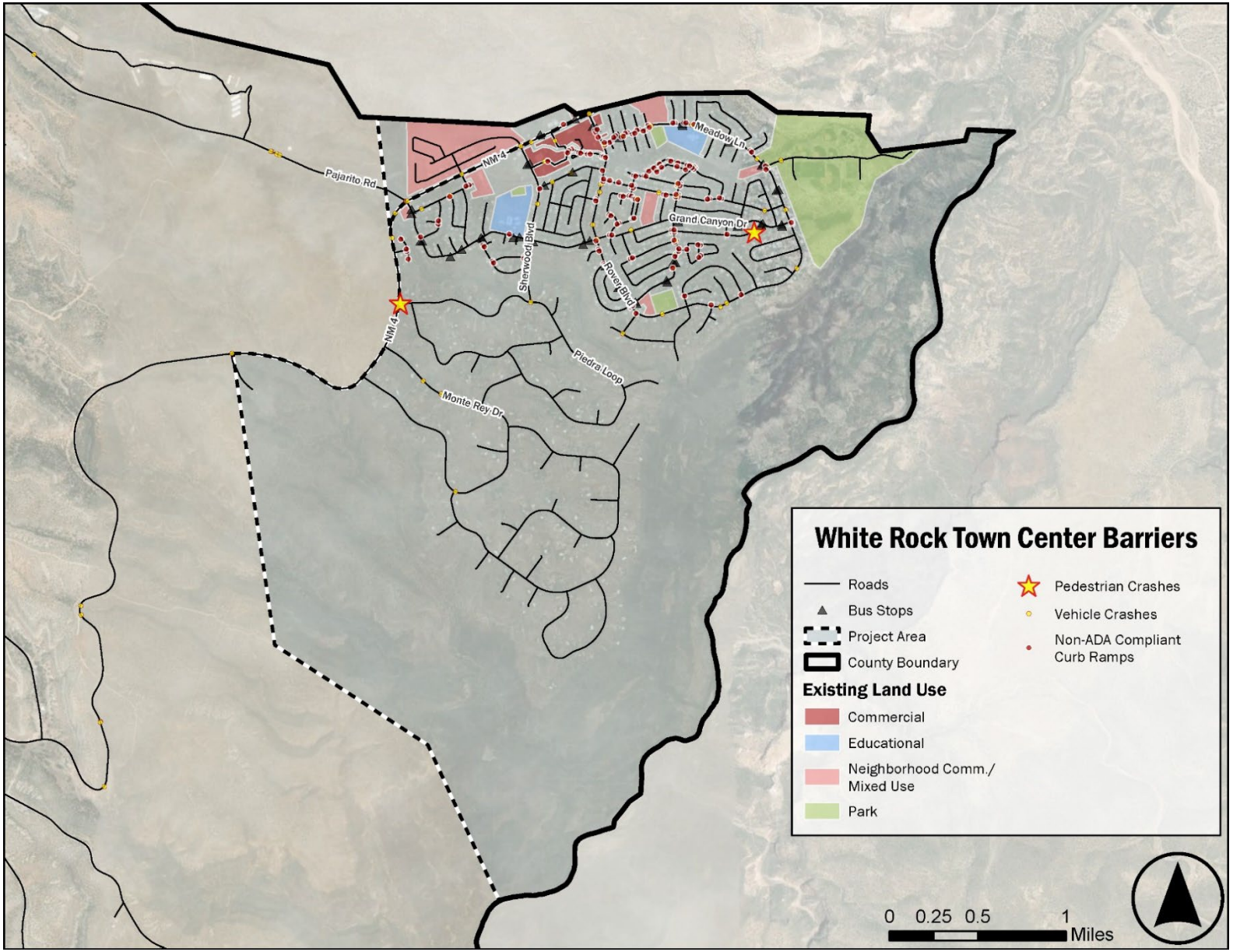


Figure 34: White Rock Town Center Barriers

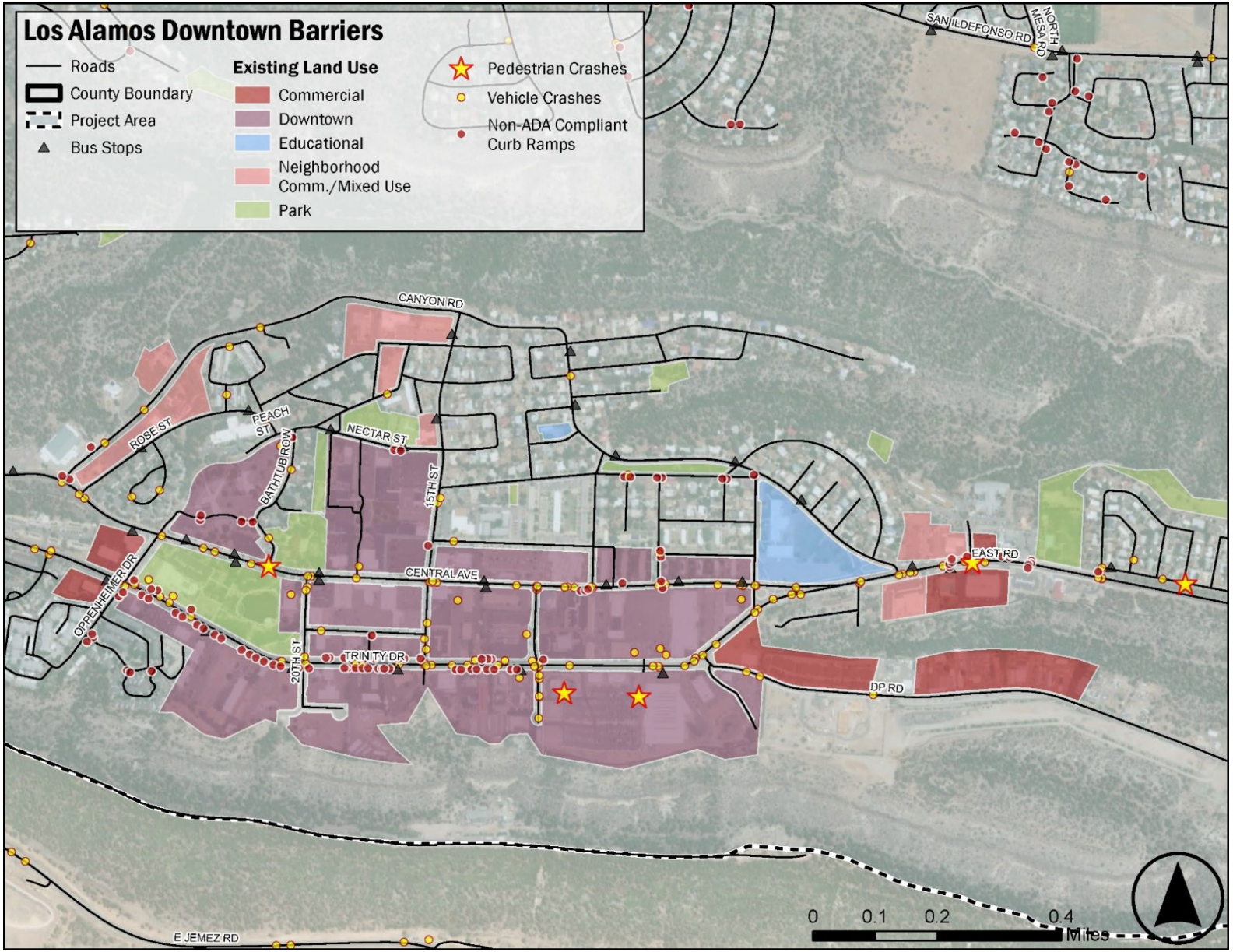


Figure 35: Areas of Concentration - Downtown Los Alamos

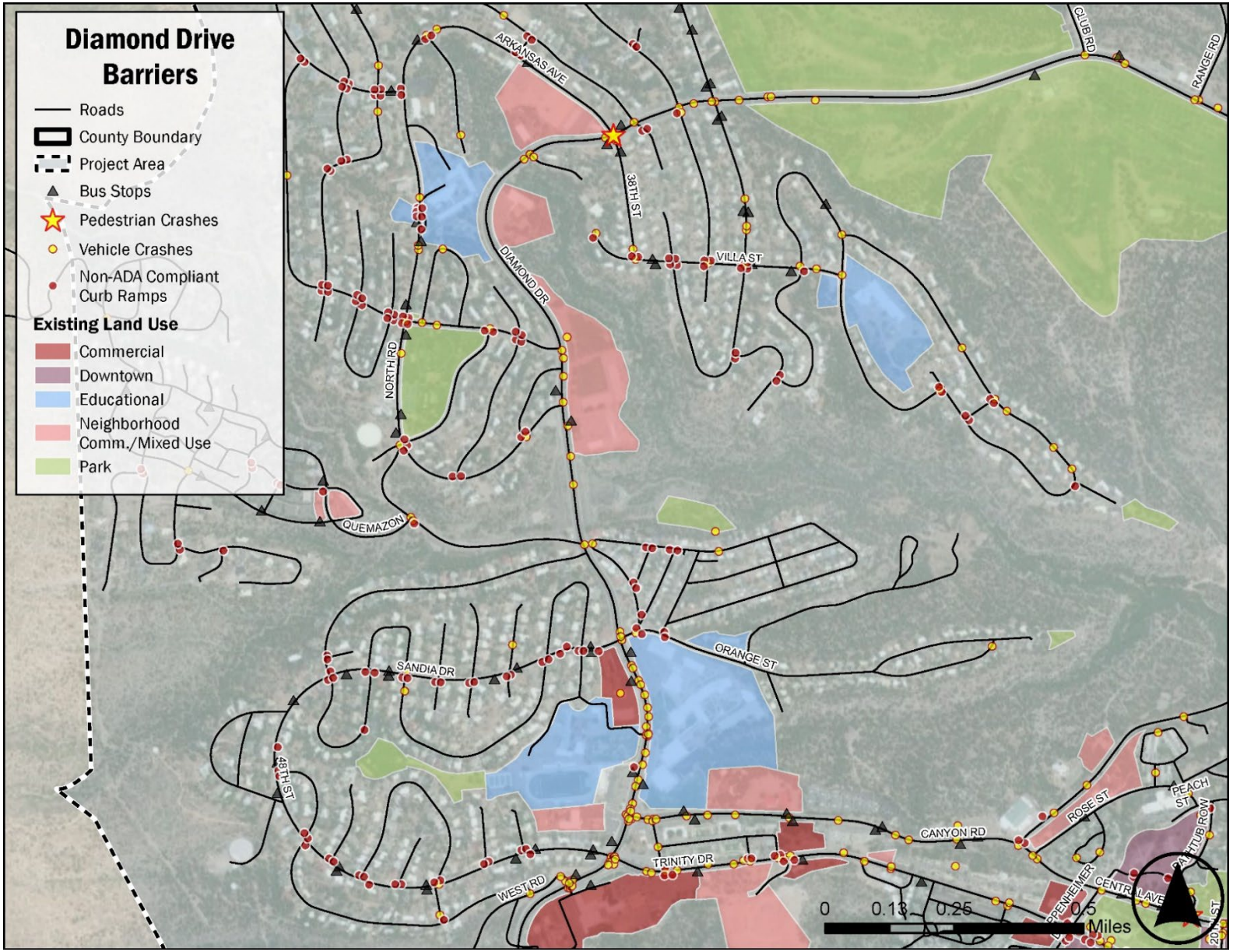


Figure 36: Areas of Concentration - Diamond Drive

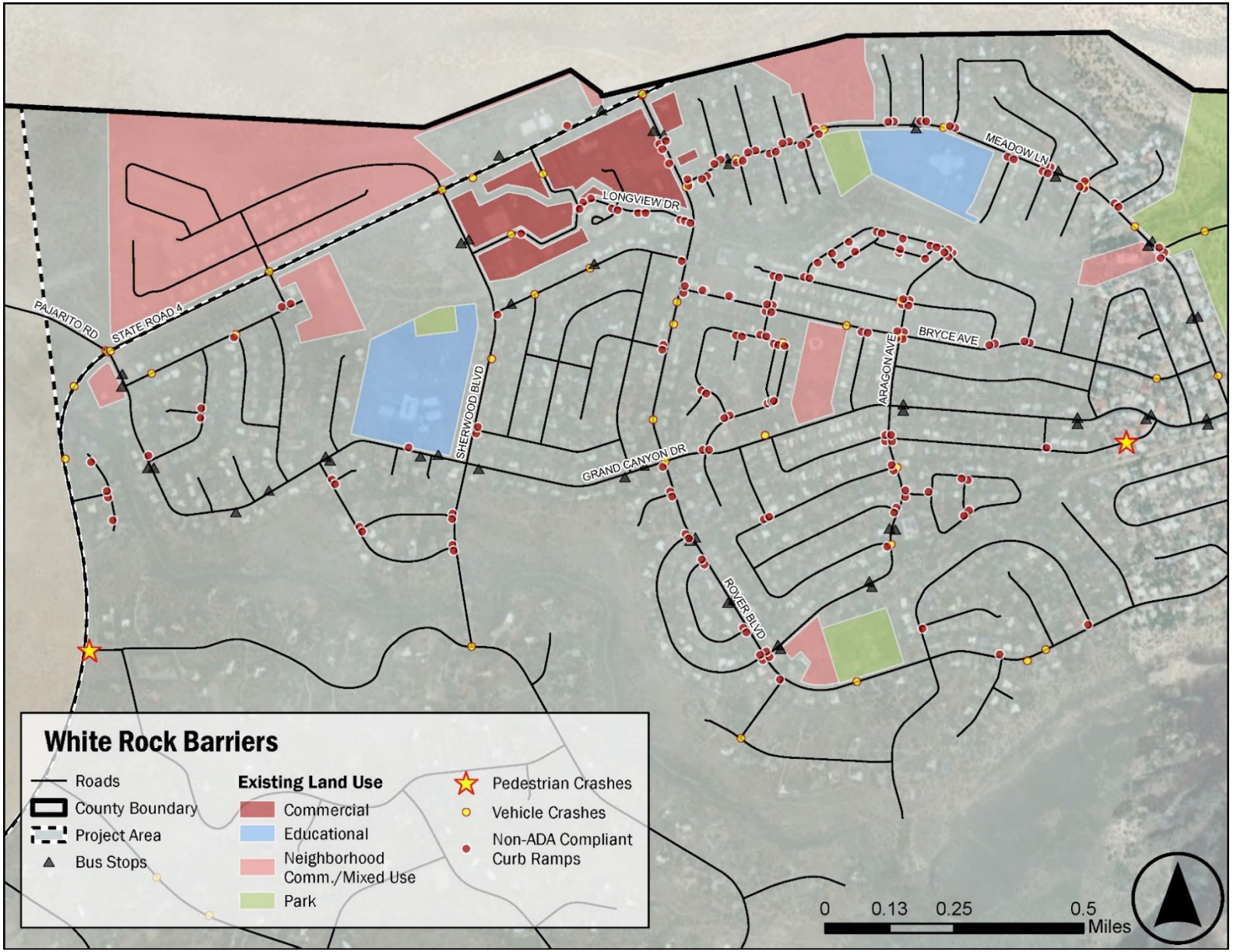


Figure 37: Areas of Concentration - White Rock Northern Boundary

CHAPTER 6
RECOMMENDATIONS

Traffic Calming Techniques

There are a variety of design techniques that can be incorporated into new and existing streets to reduce vehicle speed and make the roadway safer for every mode of travel. These **traffic calming strategies** are implemented on roadways to slow vehicle speeds. The various techniques typically either *alter the physical roadway* or *adjust how a street is perceived*, or both. Vehicle speed reduction is one of the most critical factors for creating a more controlled traffic environment, greatly reducing crash severity and risk of crashes.

The risk of pedestrian fatality increases exponentially with the increase of a vehicle's impact speed at the time of collision. Figure 38 illustrates the higher rate of pedestrian fatality as vehicle speeds increase. This proves that implementation of traffic calming strategies to create an easily controlled traffic environment at safe speeds is critical in pedestrian destination areas.

The following pages offer a set of traffic calming design techniques aimed at creating a safer multi-modal environment. The placement and purpose of these techniques defines their organization, although several techniques may be used for multiple traffic calming functions. Oftentimes, several of these techniques are used strategically along a roadway to change the collective behavior of motorists to improve the multi-modal environment.

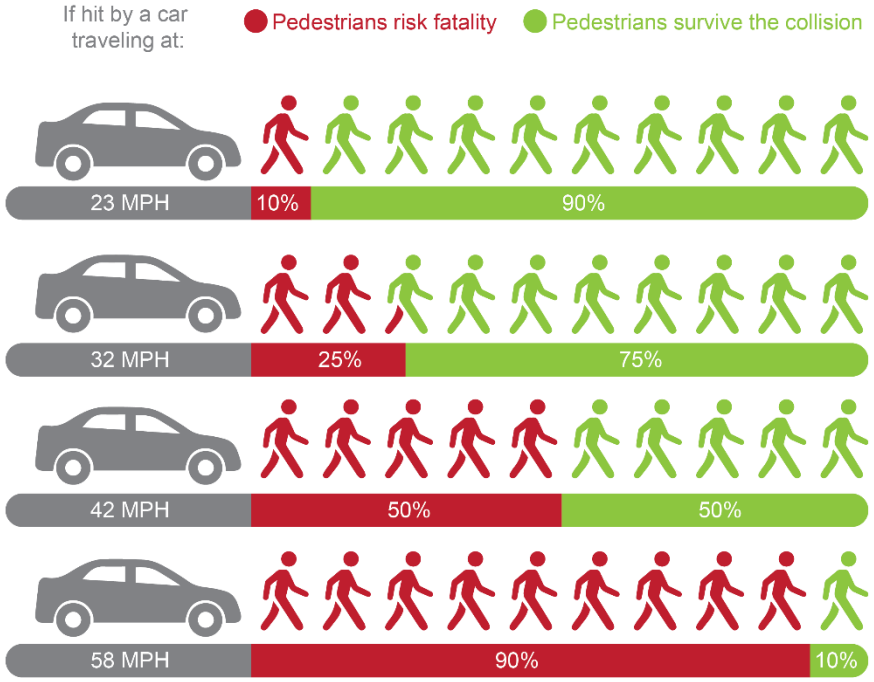


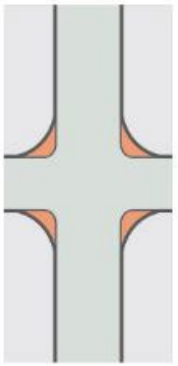
Figure 38: Risk of Pedestrian Fatality vs. Vehicle Speed
Source: https://www.transportation.gov/NRSS/SaferSpeeds

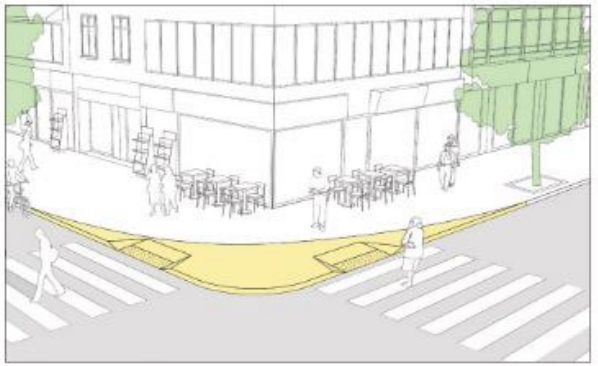
These best practices are nationally recognized as ways to improve transportation safety for all roadway users. The images and descriptions are collected from the National Association of City Transportation Officials (NACTO) and Global Designing Cities Initiative (GDCI).

Intersection Design Techniques

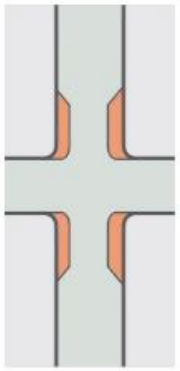
These design improvements are implemented at intersections to create a safer environment for different modes of transportation to cross paths.

Corner Radii: Narrowing corner radii by adding corner "bumpouts" or curb extensions reduce vehicle turning speeds as well as pedestrian crossing distances.





Gateway Treatments: a combination of design techniques oftentimes implemented at an intersection to alert drivers that they are entering a slower area (also technique for change in perception). This treatment may include signage, entry portals, speed tables, raised crossings, and curb extensions

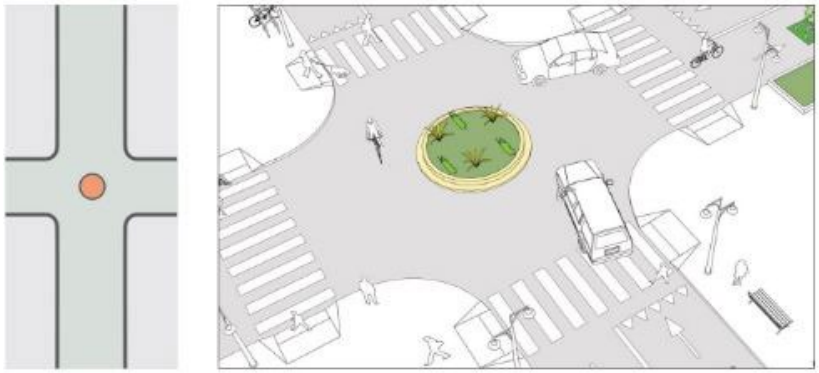




Roadway Reconfiguration

These elements physically force a directional shift in vehicular traffic, inherently slowing the speed.

Roundabouts (applied at intersection): round islands that serve to both reduce speeds and organize traffic, routing vehicles around the island rather than directly across the intersection.



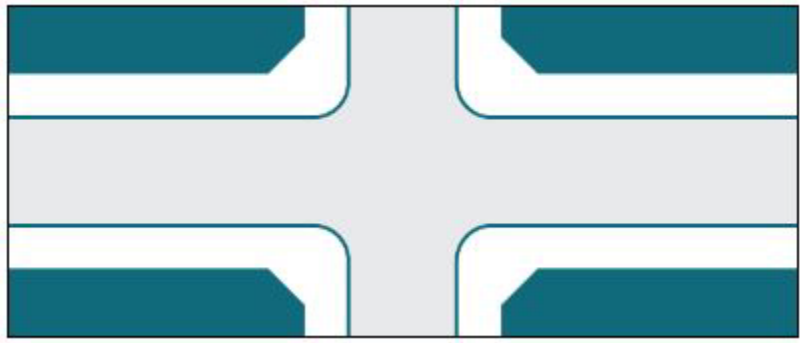
Chicanes and Lane Shifts: Chicanes and lane shifts use alternating parking, curb extensions, or edge islands to form an S-shaped path of travel which lowers vehicle speeds.



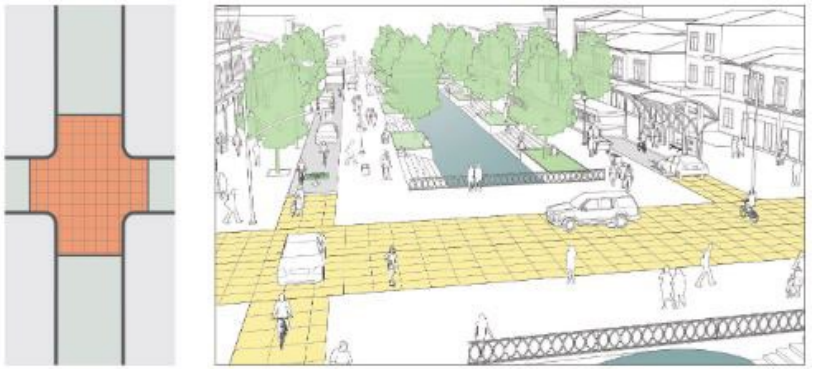
Change in Perception

Roadways with these elements are visually different than those intended for high speeds. This calls upon the driver's awareness and creates a more comfortable and appealing environment for pedestrians.

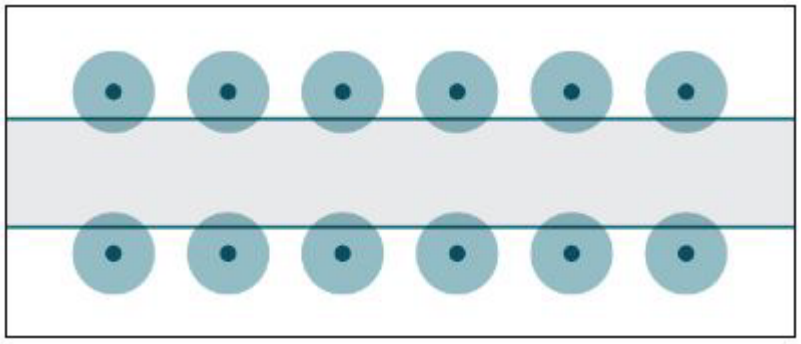
Building Lines: A dense built environment with no significant setbacks constrains sightlines, making drivers more alert and aware of their surroundings. Density also encourages more pedestrian activity which inherently makes drivers more aware.



Pavement Materials: Pavement appearance can be altered through unique treatments that add visual interest, such as colored or pattern-stamped asphalt, concrete, or concrete pavers, which can be used to make other traffic calming techniques more noticeable to drivers. Pedestrian crossings and intersections can be painted to highlight crossing areas.

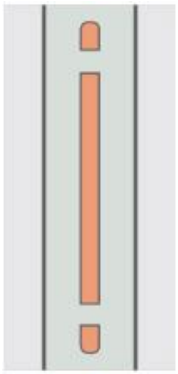


Street Trees: Similar to building lines, street trees narrow a driver's visual field and indicate that a street is in an urban environment, not a highway.



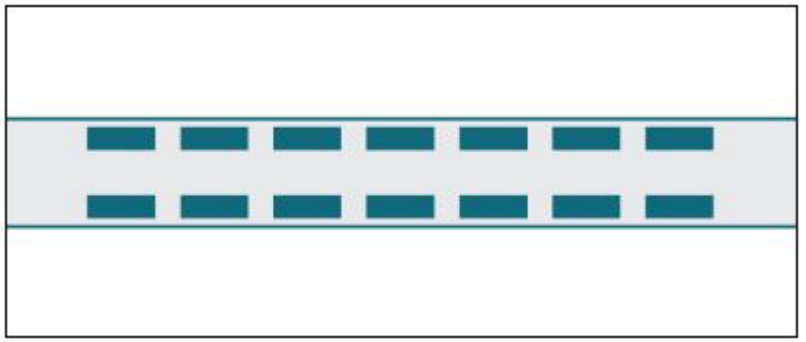
Reduced Lane Width

Narrow lanes reduce speeds and minimize crashes on city streets by way of reducing the right-of-way and making drivers wary of traffic.

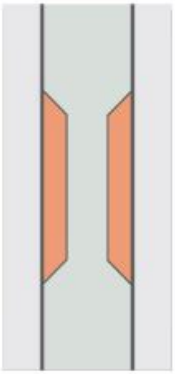




Medians/ Pedestrian Refuges: these physically reduce the drivable area and visually alert the driver of a change in environment. They can also be used to organize traffic at intersections or to block access at strategic points.



On-street parking: narrows the street and slows traffic by creating friction for moving vehicles.





Pinchpoints: used at a midblock point to reduce the drivable area and vehicle speed by forcing drivers to alter their path (also roadway reconfiguration). This may expand the sidewalk realm and initiate space for on-street8 parking.

Projects from Previous Plans

One intention of the Pedestrian Master Plan for Los Alamos County is to forge a connection and promote the work completed in previous plans. ***Table 11*** presents an inventory of location specific pedestrian-related recommendations from other adopted plans. These act as supplemental recommendations, in addition to the new recommendations developed in this plan discussed in the "Location-Specific Recommendations" Section.

Table 11: Previous Plan Project Inventory

Plan Title	Page Number	Project Type	Location	Other Details/Notes	Status
Comprehensive Plan	**93**	Trail infrastructure	East Road crossing from Entrada to the Canyon Rim Trail trailhead		Complete (*with underpass*)
Comprehensive Plan	**93**	Trail infrastructure	Connecting two parts of the existing Canyon Rim Trail		Complete (*part of Canyon Rim Trail Phase II*)
Comprehensive Plan	**93**	Trail infrastructure	Extension of the western end of the Canyon Rim Trail across Trinity		In Progress (*anticipated as part of Trinity Dr Safety Project*)
Comprehensive Plan	**93**	Trail infrastructure	Connection of the trail networks west of Quemazon and west of the Western area		No Project Yet Identified
RSA Trinity Drive between 15th St & Oppenheimer Dr	**18; 24**	Median refuge island	Ashley Pond/Trinity Drive	Includes marked crosswalk	In Progress (*considered in Trinity Dr Safety Project*)
RSA Trinity Drive between 15th St & Oppenheimer Dr	**24**	Intersection crossing improvements	Trinity Dr intersections	Sidewalk ramp improvements, pedestrian countdown and audible pedestrian indications	In Progress (*considered in Trinity Dr Safety Project*)
RSA Trinity Drive between 15th St & Oppenheimer Dr	**17; 24**	Widen sidewalks and make ADA	Trinity Drive		In Progress (considered in Trinity Dr Safety Project)
Los Alamos Resiliency, Energy and Sustainability Task Force	**96**	Bike Path (Los Alamos to White Rock)	A bike path (Not along main roads) connecting Los Alamos townsite directly to White Rock		No Project Yet Identified
Los Alamos Resiliency, Energy and Sustainability Task Force	**96**	Bike lane and walking path	Omega Bridge	LANL-owned; improvements would be facilitated by LANL	No Project Yet Identified
Los Alamos Resiliency, Energy and Sustainability Task Force	**114**	Flashing light crosswalks	White Rock/Mirador, Crosswalk on Diamond near Urban/Mountain, North Mesa by middle school, Downtown on Trinity by 20th/Ashley Pond		No Project Yet Identified (sites considered)

Plan Title	Page Number	Project Type	Location	Other Details/Notes	Status
White Rock Town Center Master Plan	**48**	Curb extension and ped crossing	State Road 4 & Sherwood Blvd		In Progress
White Rock Town Center Master Plan	**48**	Curb extension and ped crossing	State Road 4 & Rover Blvd		No Project Yet Identified
White Rock Town Center Master Plan	**48**	At grade crossing	La Vista Dr & Sherwood Blvd		No Project Yet Identified
White Rock Town Center Master Plan	**48**	Paved trail	State Road 4 between La Vista Dr & Sherwood Blvd		In Progress *(considered in NM4 Crossing Proj.)*
White Rock Town Center Master Plan	**49**	Streetscaping	Sherwood Blvd	pedestrian lighting, street furnishings, signage, and street trees	Complete
White Rock Town Center Master Plan	**49**	Road reconstruction for ped Improvements	Rover Blvd	Lanes narrowed to allow bike lanes and existing sidewalks should enhanced with decorative paving treatments, pedestrian lighting, street furnishings, signage, and street trees.	No Project Yet Identified
White Rock Town Center Master Plan	**51**	Road reconstruction for ped Improvements	Rover Blvd	Lanes narrowed to allow bike lanes and widened sidewalks with enhanced with decorative paving treatments, pedestrian lighting, street furnishings, signage, and street trees	No Project Yet Identified
White Rock Town Center Master Plan	**51**	Road reconstruction for ped Improvements	Bonnie View Dr	Lanes narrowed to allow widened sidewalks with enhanced with decorative paving treatments, pedestrian lighting, street furnishings, signage, and street trees	No Project Yet Identified

Plan Title	Page Number	Project Type	Location	Other Details/Notes	Status
White Rock Town Center Master Plan	**51**	Road reconstruction for ped Improvements	Longview Drive	Lanes narrowed to allow bike lanes and widened sidewalks with enhanced with decorative paving treatments, pedestrian lighting, street furnishings, signage, and street trees	No Project Yet Identified
Downtown Master Plan	**53**	Streetscaping	Central Avenue	Extend existing improvements on Central to continue to the east past 9th St	In Progress (*Planning stage*)
Downtown Master Plan	**53**	Road reconstruction for ped Improvements	15th Street	Lanes narrowed to allow widened sidewalks and landscape buffers on both sides. Bike sharrows can be added to travel lanes. Ped realm can be enhanced with decorative paving treatments, pedestrian lighting, street furnishings, signage, and street trees	No Project Yet Identified
Downtown Master Plan	**53**	Road reconstruction for ped Improvements	20th Street	Lanes narrowed to allow widened sidewalks and landscape buffers on both sides. The Urban Trail is planned for west side. Pedestrian realm can be enhanced with decorative paving treatments, pedestrian lighting, street furnishings, signage, and street trees	Complete
Downtown Master Plan	**55**	Road reconstruction for ped Improvements	Trinity Drive	Construct a landscape buffer on both sides of street and widened sidewalks. Incorporate a landscape median where turn lane is not needed.	In Progress

Plan Title	Page Number	Project Type	Location	Other Details/Notes	Status
Downtown Master Plan	**54-55**	Pedestrian corridor construction	Nectar St to Trinity Dr - north-south pedestrian corridor	Construct a pedestrian corridor where northern portion includes 2 travel lanes with low speed, a wide landscape and sidewalk area and a frontage zone. The southern portion (south of Central Ave) prohibits vehicles and is a ped-only corridor	No Project Yet Identified
Downtown Master Plan	**57-59**	Placemaking strategies/Intersection enhancements	Various locations along Central Ave and Trinity Dr	Seating, lighting, public art, intersection enhancements to enhance Downtown environment	No Project Yet Identified
Downtown Master Plan	**93-94**	Create interconnected public spaces	Various locations throughout downtown	Create and connect public spaces of various sizes throughout downtown	No Project Yet Identified

Location-Specific Recommendations

Through the analysis of existing conditions and incorporation of public feedback, a set of high-level, location-specific recommendations for pedestrian improvements have been identified. ***Table 12: Recommendations*** provides details for the recommendations defined below. ***Figure 39*** and ***Figure 40*** display maps of the study area's recommendations with their associated ID.

A scoring methodology was also developed to determine a priority ranking which is explained further in *Recommendation Prioritization* on page 81.

High-Level Construction Cost Estimate

This offers a planning-level assumption of costs for the construction of recommendations. It does not include expenses for engineering studies and engagement and is used only to provide a general understanding of the cost range. Cost estimates were determined from previous studies and FHWA's Pedestrian Safety Guide.

Timeframe

The timeframe offers a planning-level assumption for a time range for implementation. They are defined below:

- **Short-Term (0–2 Years)**
- **Mid-Term (2–5 Years)**
- **Long-Term (5+ Years)**

Additional Requirements

This indicates a study, partnership, or engagement that should be completed for implementation. These are not included in the cost and may be necessary for other improvements where not indicated.

Definitions

These are used in the Recommendations table.

- **RRFB (Rectangular Rapid Flashing Beacons):** Pedestrian-activated, high-intensity flashing lights used to increase driver awareness at crosswalks.
- **PHB (Pedestrian Hybrid Beacons):** Traffic control devices that remain dark until activated by a pedestrian, at which point they display a series of signals to stop vehicles and allow safe crossing.
- **High Visibility Crosswalk**: A crosswalk using a more visible pattern (wide longitudinal lines, a bar-pair pattern, ladder, or zebra rather than the standard parallel pattern. A high-quality material is often selected for greater reflectivity and longer life.
- **Leading pedestrian interval**: A traffic signal timing strategy that gives pedestrians a head start to enter the crosswalk before vehicles receive a green light.
- **Feedback sign**: A sign that provides real-time feedback, such as displaying a vehicle's speed or alerting drivers and pedestrians to specific safety information.
- **NB; EB; SB; WB**: North bound; East bound; South bound; West bound

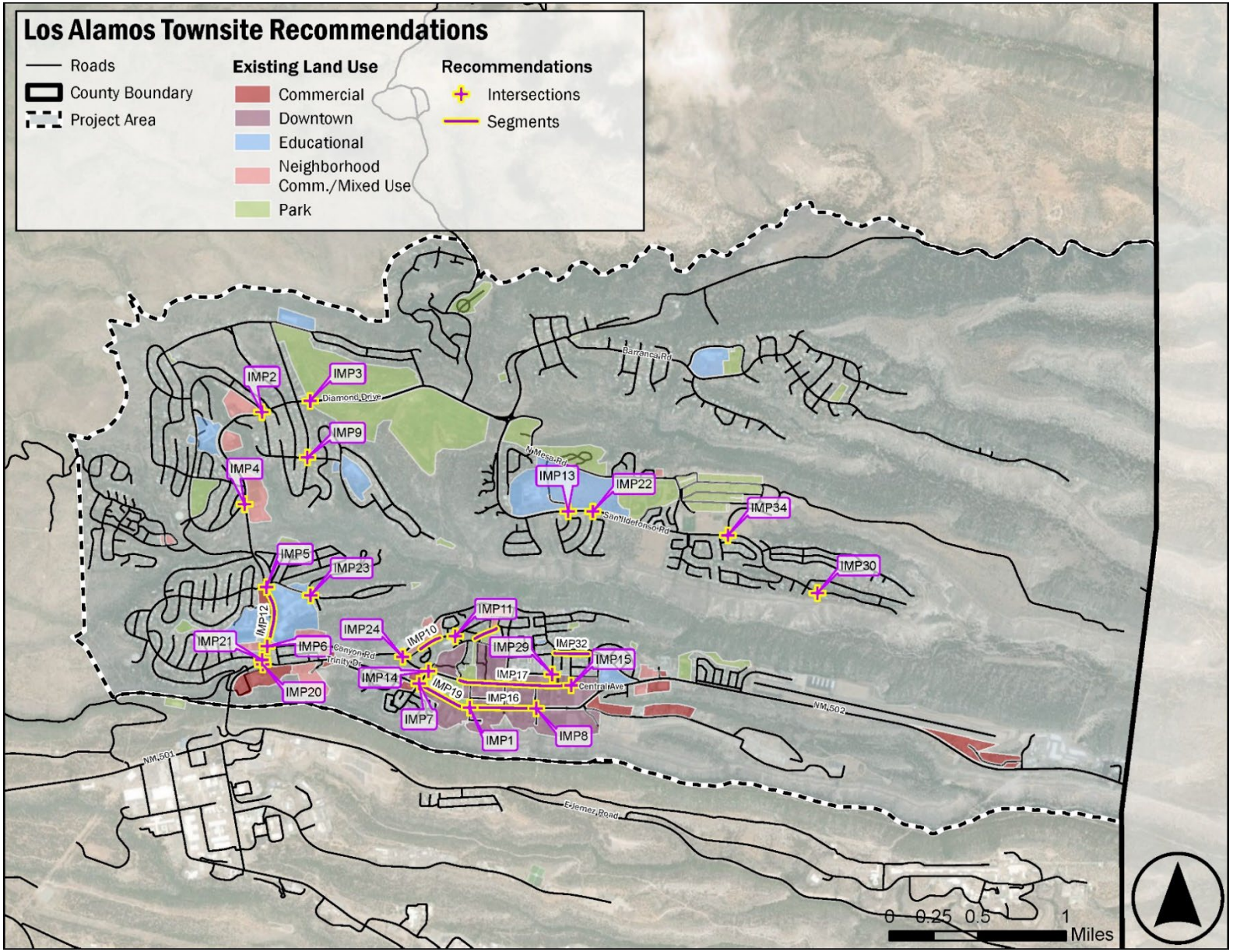


Figure 39: Los Alamos Townsite Recommendations

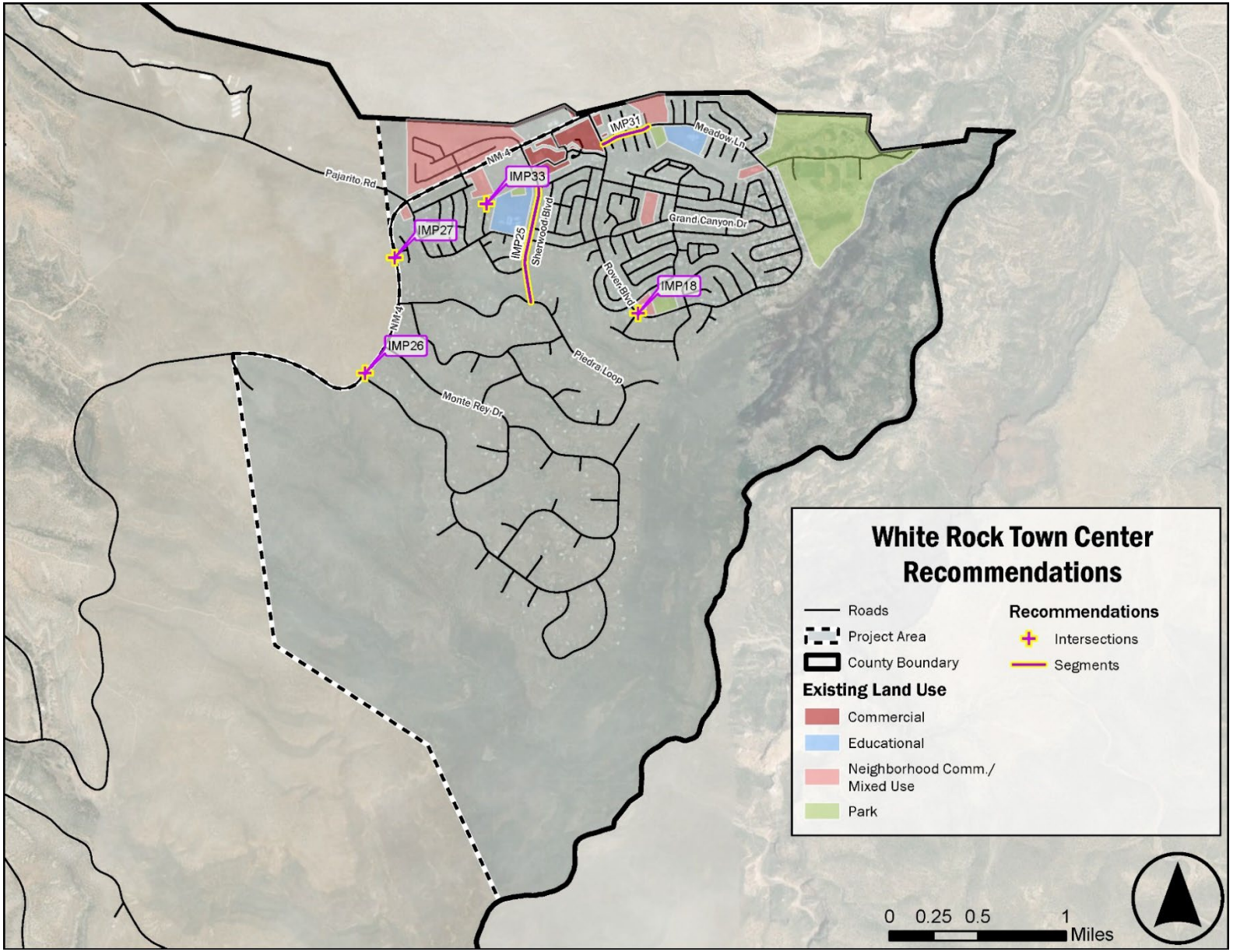


Figure 40: White Rock Recommendations

Table 12: Recommendations

ID	Improvement Recommendation	Location	Construction Cost Estimate	Timeframe	Additional Requirements
IMP1	High Visibility cross walks, signage, and PHB for both EB/WB approaches (pedestrians travelling NB/SB)	20th St and Trinity Drive	$5,710/each high vis. crosswalk $560/each signage $57,680/each PHB	Long-Term	Engineering Study
IMP2	Repaint crossing striping	Southbound approach at Diamond Drive and Arkansas Avenue	$770/each standard crosswalk	Short-Term	
IMP3	Enhance landscaping on median and add curb extensions	East of 35th Street and Diamond Drive	$13,000/each curb extension $15 - $25/sq ft of landscaping	Mid-Term	Engineering Study
IMP4	Install high visibility crosswalk and RRFB	Sycamore Street and Diamond Drive	$5,710/each high vis. crosswalk $14,160/each RRFB	Mid-Term	Engineering Study
IMP5	Insert marked crosswalk at northbound approach and Pedestrian Push Buttons	Sandia Drive / Orange Street and Diamond Drive	$770/each standard crosswalk $1,200/each push button installation	Short-Term	
IMP6	Repaint pedestrian crossing striping and add Leading pedestrian interval	Eastbound approach at Canyon Road and Diamond Drive	$770/each standard crosswalk $1,500/ped signal re-timing	Short-Term	Engineering Operational Study
IMP7	Repaint pedestrian crossing striping	Southbound Approach at Oppenheimer Drive and Trinity Drive	$770/each standard crosswalk	Short-Term	
IMP8	Repaint high visibility pedestrian crossing striping	Northbound and southbound approaches at Knecht Street and Trinity Drive	$5,710/each high vis. crosswalk	Short-Term	

ID	Improvement Recommendation	Location	Construction Cost Estimate	Timeframe	Additional Requirements
IMP9	Install pedestrian crossing and signage for both EB/WB approaches (pedestrians travelling NB/SB)	35th Street and Villa Street	"$770/each standard crosswalk	Mid-Term	Engineering Study with Safe Routes to School Program
IMP10	Install 2 school zone signs (one at each endpoint)	Canyoncito Montessori School	$300/each sign	Short-Term	
IMP11	Install crosswalk striping to direct pedestrian traffic to north side with sidewalk	Rose St and 22nd St	$770/each standard crosswalk	Short-Term	Horizontal Curve Study/Wayfinding Analysis
IMP12	Install speed feedback sign	Diamond Drive near Los Alamos High School	$3,000 - $7,000/sign	Short-Term	
IMP13	Install stop signs at eastbound and westbound approaches and upgrade curb ramps to meet ADA standards.	Hawk Drive and San Ildefonso Road (school zone)	$300/each sign $700-$3,500/each curb ramp reconstruction (depends on level of reconstruction.)	Long-Term	Engineering All-Way Stop Control (AWSC) Study
IMP14	Install pedestrian crossing on WB approach (for pedestrians traveling NB/SB)	Oppenheimer Drive and Central Avenue	$770/each standard crosswalk	Short-Term	
IMP15	Repaint crosswalk to match red standard style used in the West	Central Avenue and 6th Street	$2,090/each standard crosswalk with red interior	Short-Term	
IMP16	Sidewalk reconstruction - increase sidewalk widths that are 5 ft or less and ensure ADA curb ramp compliancy	Trinity Drive from 20th Street to Knecht Street	$410/linear foot	Long-Term	
IMP17	Incorporate wayfinding, appropriate pedestrian amenities, and art to enhance the pedestrian experience	Central Avenue from Bathtub Row to 6th Street	Varies largely on involvement of artists; type and style of amenities; creation and implementation of wayfinding branding	Long-Term	

ID	Improvement Recommendation	Location	Construction Cost Estimate	Timeframe	Additional Requirements
IMP18	Install pedestrian crossing, signage, and RRFBs on WB approach (for pedestrians traveling NB/SB)	Rover Boulevard near Rover Park and Ponderosa Montessori School	$770/each standard crosswalk $300/each sign $14,160/each RRFB	Mid-Term	Engineering Study
IMP19	Widen sidewalks and add landscaped buffer zones	Trinity Drive from Oppenheimer Drive to 20th Street	$410/linear foot of concrete sidewalk $10,000/each buffer	Long-Term	
IMP20	Install crosswalk striping and RRFBs	Southeast corner of Trinity Drive and Diamond Drive	$770/each standard crosswalk $14,160/each RRFB	Mid-Term	
IMP21	Leading pedestrian interval	Diamond Drive and Trinity Drive	$1,500/ped signal re-timing	Short-Term	Engineering Operational Study
IMP22	Upgrade curb ramps to meet ADA standards.	San Ildefonso Drive and Camino Uva	$700-$3,500/each curb ramp reconstruction (depends on level of reconstruction)	Mid-Term	
IMP23	Restripe crosswalk (connection to trailhead) and install advanced pedestrian warning signing and crosswalk signing	Olive Street Trailhead	$770/each standard crosswalk $300/each sign	Short-Term	
IMP24	Install high visibility crosswalk and RRFBs	Canyon Road and Central Avenue connection to Acid Canyon Trail and South Pueblo Bench Trail	$5,710/each high vis. crosswalk $14,160/each RRFB	Short-Term	Engineering Study
IMP25	Improve lighting	Sherwood Blvd - Piedra Loop to Aztec Avenue	$5,000/each streetlight	Mid-Term	Lighting Study and Public Outreach
IMP26	Install speed feedback sign	NM-4 near Monte Rey Dr	$3,000 - $7,000/sign	Short-Term	Requires approval from NMDOT
IMP27	Install speed feedback sign	NM-4 near Karen Circle	$3,000 - $7,000/sign	Short-Term	Requires approval from NMDOT

ID	Improvement Recommendation	Location	Construction Cost Estimate	Timeframe	Additional Requirements
IMP28	Connect sidewalks	S Peach St from Nectar St to S Sage Loop	$410/linear foot of concrete sidewalk	Long-Term	
IMP29	ADA curb ramp reconstruction	9th St and Iris St (NE and SE corner)	$700-$3,500/each curb ramp reconstruction (depends on level of reconstr.)	Mid-Term	
IMP30	Install crosswalk	San Ildefonso Rd near Big Rock Loop	$770/each standard crosswalk	Short-Term	
IMP31	Widen sidewalks and make curb ramps compliant	Meadow Ln from Rover Blvd to trail entrance	$410/linear foot of concrete sidewalk $700-$3,500/each curb ramp reconstruction (depends on level of reconstr.)	Long-Term	Engineering Study
IMP32	Connect sidewalk on N side. Opportunity to implement amenities/art/wayfinding in Myrtle Street Green Park	Myrtle St - 9th St to 5th St	$410/linear foot of concrete sidewalk	Mid-Term	
IMP33	Install ADA compliant curb ramps on end of sidewalk and entrance to trail	End of Siera Vista Dr/Entrance to trail	$700-$3,500/each curb ramp reconstruction (depends on level of reconstr.)	Mid-Term	
IMP34	Install crosswalk and ADA compliant curb ramps on EB approach (to direct ped traffic to continued sidewalk on N side)	San Ildefonso Rd and N Mesa Park Rd	$5,710/each high vis. crosswalk $700-$3,500/each curb ramp reconstruction (depends on level of reconstr.)	Mid-Term	

Recommendation Prioritization

The methodology for scoring is detailed below. ***Table 13: Recommendation Scores and Priority Level*** displays the recommendation scores ranked in order of prioritization. Appendix C lists the complete scores for each of the recommendations. This combined framework ensures projects are prioritized based on objective criteria while incorporating community needs and feasibility to achieve a safer, more connected pedestrian network in Los Alamos County.

Prioritization Scoring Methodology

The methodology evaluates and prioritizes pedestrian projects using a weighted scoring system across five key criteria: **Safety, Connectivity, Equity and Accessibility, Community Support, and Implementation Feasibility**. A total of 100 points is distributed among these categories, ensuring an objective comparison of projects. The scoring factors and weights are detailed below:

Priority Scoring Merit Criteria (100 Points Total)

1. Safety (35 Points)

- **Crash History (15 Points)**:
  - Includes all vehicle crashes, not just pedestrian crashes, as this is a safety concern for all roadway users.
  - High crash location (>2 crashes in 5 years): 15 points
  - 1–2 crashes in 5 years: 10 points
  - No crashes but identified safety concern: 5 points
- **Vehicle Speeds and Volumes (10 Points)**:
  - High speed (>35 mph) and volume arterials: 10 points
  - Collector streets: 7 points
  - Local streets: 3 points
- **Public Safety Concerns (10 Points)**:
  - Multiple documented concerns: 10 points
  - Single documented concern: 5 points

2. Connectivity (25 Points)

- **Proximity to Key Destinations (15 Points)**:
  - Schools/senior centers: 15 points
  - Commercial/retail areas: 12 points
  - Parks/recreation: 10 points
  - Residential areas: 8 points
- **Network Gaps (10 Points)**:
  - Fills critical missing link: 10 points
  - Enhances existing connection: 5 points

3. Equity and Accessibility (20 Points)

- **ADA Compliance (10 Points)**:
  - Non-compliant high-priority location: 10 points
  - Non-compliant medium-priority location: 7 points
  - Non-compliant low-priority location: 3 points
- **Serves Vulnerable Populations (10 Points)**:
  - High concentration of

seniors/disabled/low-income: 10 points
- Moderate concentration: 5 points

4. Community Support (10 Points)

- **Public Input Priority (10 Points)**:
  - High community priority: 10 points
  - Medium community priority: 5 points
  - Low community priority: 2 points

5. Implementation Feasibility (10 Points)

- **Cost and Complexity (5 Points)**:
  - Low cost/complexity: 5 points
  - Medium cost/complexity: 3 points
  - High cost/complexity: 1 point
- **Funding Opportunity (5 Points)**:
  - Secured or highly likely funding: 5 points
  - Potential funding identified: 3 points
  - No funding identified: 1 point

Project Priority Levels

- **High Priority Projects (90–100 Points)**
- **Medium Priority Projects (80–89 Points)**
- **Lower Priority Projects (Below 80 Points)**

Table 13: Recommendation Scores and Priority Level

ID	Safety	Connectivity	Equity & Access.	Comm. Support	Impl. Feasibility	Total	Priority Level
IMP18	35	25	20	10	8	**98**	High
IMP12	32	24	19	10	9	**94**	High
IMP25	32	24	19	10	9	**94**	High
IMP6	30	25	20	8	7	**90**	High
IMP19	33	23	18	8	7	**89**	Medium
IMP21	32	23	19	8	6	**88**	Medium
IMP34	31	23	19	8	6	**87**	Medium
IMP13	27	23	20	8	8	**86**	Medium
IMP26	31	23	18	8	6	**86**	Medium
IMP31	29	22	18	9	8	**86**	Medium
IMP17	29	24	19	7	6	**85**	Medium
IMP20	31	23	18	8	5	**85**	Medium
IMP33	30	21	18	9	7	**85**	Medium
IMP24	29	22	18	9	6	**84**	Medium
IMP30	28	21	17	10	7	**83**	Medium
IMP4	30	20	17	8	7	**82**	Medium
IMP15	28	22	18	8	6	**82**	Medium
IMP16	31	19	17	8	7	**82**	Medium
IMP1	30	20	15	8	7	**80**	Medium
IMP18	35	25	20	10	8	**98**	Medium

ID	Safety	Connectivity	Equity & Access.	Comm. Support	Impl. Feasibility	Total	Priority Level
IMP22	28	21	17	7	7	**80**	Medium
IMP27	28	21	17	7	7	**80**	Medium
IMP29	27	20	16	8	7	**78**	Low
IMP14	26	20	17	7	6	**76**	Low
IMP23	27	20	16	7	6	**76**	Low
IMP5	26	20	16	7	6	**75**	Low
IMP8	26	20	17	6	6	**75**	Low
IMP28	25	19	16	7	6	**73**	Low
IMP10	25	18	16	7	6	**72**	Low
IMP32	26	19	15	6	6	**72**	Low
IMP3	27	18	14	7	4	**70**	Low
IMP7	23	20	15	6	5	**69**	Low
IMP9	22	18	15	5	5	**65**	Low
IMP11	22	17	14	6	5	**64**	Low

Recommended Funding Opportunities

The proposed pedestrian improvements in Los Alamos County can be funded through various federal, state, and local funding sources. This section outlines the primary funding mechanisms available for implementing the recommended improvements.

Federal Funding Sources

1. Highway Safety Improvement Program (HSIP)

- Applicable to high-priority safety improvements, particularly at locations with documented crash histories
- Best suited for projects involving crosswalks, RRFBs, signage, and speed feedback signs
- Recommended for high-crash locations along Trinity Drive, Diamond Drive, and other arterial corridors
- Projects must demonstrate a direct safety benefit through crash reduction

2. Transportation Alternatives Program (TAP)

- Supports a wide range of pedestrian and bicycle infrastructure projects
- Particularly suitable for:
- Sidewalk construction and reconstruction
    - ADA compliance improvements
    - Pedestrian crossing enhancements
    - Trail connections and accessibility improvements
- Can be combined with other funding sources for larger projects

3. Surface Transportation Block Grant Program (STBG)

- Flexible funding source for various transportation projects
- Applicable to:
    - Major corridor improvements
    - Sidewalk reconstruction
    - Intersection modifications
    - Pedestrian signal improvements
- Can support both small-scale and comprehensive corridor projects

4. Infrastructure Investment and Jobs Act (IIJA) Grants

- New funding opportunity for significant infrastructure improvements
- Best suited for large-scale projects such as:
    - Corridor-wide sidewalk reconstruction
    - Major accessibility improvements
    - Complete streets implementations
    - Multiple improvement combinations

5. Safe Routes to School Program

- Specifically targeted at improving pedestrian safety near schools
- Ideal for:
    - School zone improvements
    - Crosswalk enhancements
    - Signage and warning systems
    - Sidewalk connections to schools

6. **Recreational Trails Program**
   - Focused on trail accessibility and connections
   - Suitable for:
     - Trail entrance improvements
     - Trail-to-sidewalk connections
     - Trailhead accessibility upgrades
     - Wayfinding systems

7. **Congestion Mitigation and Air Quality (CMAQ) Program**
   - Supports projects that improve air quality and reduce congestion
   - Applicable to projects that encourage walking as an alternative to driving
   - Can fund pedestrian infrastructure in high-traffic areas

State and Local Funding Sources

1. Local Capital Improvement Funds

- Primary source for smaller-scale improvements
- Suitable for:
  - Routine maintenance
  - Minor repairs
  - Quick-implementation projects
  - Local match for federal grants

2. Community Development Block Grants (CDBG)

- Focused on improvements in qualifying neighborhoods
- Particularly suitable for:
  - ADA compliance upgrades
  - Sidewalk connectivity
  - Neighborhood accessibility improvements
  - Projects serving vulnerable populations

3. Local Bond Measures

- Can fund larger capital improvements
- Requires voter approval
- Suitable for comprehensive improvement packages
- Provides dedicated local funding source

4. State Transportation Innovation Grants

- Support innovative transportation solutions
- Applicable to pilot projects and new technologies
- Can fund speed feedback signs and other smart transportation features

5. New Mexico FUNDIT

- Platform that facilitates links between projects and 20 different state and federal funding opportunities
- Eligible public projects include business development, community development, infrastructure development, housing, and opportunity zones

ADA-Specific Funding

1. ADA Compliance Grants

- Dedicated funding for accessibility improvements
- Priority for:
  - Curb ramp reconstruction
  - Sidewalk width compliance
  - Crossing improvements
  - Removal of accessibility barriers

Recommended Implementation Strategy

Funding Priorities

1. High-Priority Safety Projects

- Focus on HSIP and STBG funding
- Target locations with documented crash histories
- Emphasize quick-implementation improvements

2. School Zone Projects

- Utilize Safe Routes to School funding
- Combine with local funds for comprehensive improvements
- Prioritize projects with strong community support

3. ADA Compliance Projects

- Pursue dedicated ADA compliance grants
- Combine with TAP funding for larger projects
- Focus on high-priority locations first

4. Corridor-Wide Improvements

- Seek IIJA grants for major projects
- Combine multiple funding sources
- Plan for phased implementation

Strategic Approaches

1. Bundling Projects

- Combine similar improvements for efficient funding applications
- Group projects by geographic area or improvement type
- Create comprehensive funding packages

2. Matching Funds

- Use local funds to leverage federal grants
- Maintain flexible local funding for matching requirements
- Consider bond measures for larger matching needs

3. Phased Implementation

- Start with high-priority, low-cost improvements
- Build momentum with early successes
- Plan for longer-term, more complex projects

4. Regular Monitoring

- Track funding availability and deadlines
- Monitor project eligibility requirements
- Update priorities based on funding opportunities

Recommendations for Success

1. Maintain Project Readiness

- Keep design documents updated
- Document safety concerns and crash data
- Prepare cost estimates regularly

2. Build Community Support

- Document public input and priorities
- Demonstrate community benefits
- Maintain transparent communication

3. Multiple Sources

- Identify complementary funding opportunities
- Create funding packages for larger projects
- Maintain flexibility in funding approaches

4. Focus on Documentation

- Track crash data and safety concerns
- Document ADA compliance needs
- Maintain current cost estimates

Post-Implementation Monitoring and Update Suggestions

1. Annual Review: Update crash data and safety patterns.

2. Bi-Annual Feedback: Conduct community input sessions.

3. Priority Adjustments: Update project rankings using:

- Completed projects
- New safety concerns
- Changed conditions
- Funding availability
- Community feedback

APPENDIX A

LOS ALAMOS COUNTY PEDESTRIAN MASTER PLAN LITERATURE REVIEW

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Los Alamos Pedestrian Plan (1998)

Vision

"It is the vision of Los Alamos County to have the community become a place where people continue to choose to make walking a part of their everyday lives. Residents and visitors alike will be able to walk with confidence, safety and security in every area of the community. It is also our vision that pedestrians will have a pleasant, convenient trip without motorized traffic conflicts and with minimal pedestrian barriers or obstructions."

Recommendations

The 1998 plan is organized by different categories relating to the pedestrian environment. Each section consists of a narrative that explains its function and importance relating to the pedestrian realm. Within the narrative, each section essentially provides recommendations consisting of strategies & practices and/or design standards. Several of the 1998 plan's sections and recommendations have become common practice in planning and design, and may not be necessary to include in the update. The following lists the 1998 plan's sections and their associated recommendations for the pedestrian environment.

Engineering

- The safety of the pedestrians should be engineered into every level of community planning such as transportation, community development, recreation, transit, schools siting. etc.
- The County should address pedestrian issues in the design stage to ensure the pedestrian system is operative and that the County does not inherit a pedestrian problem during a private development.
- Pedestrian facilities should be re-evaluated during any maintenance or upgrade project that might occur throughout the year.
- Pedestrian crashes should be routinely evaluated to identify crash locations and target groups. Areas of high crash rates should be improved during facility maintenance and upgrade projects.

<u>Recommended engineer action strategies</u>

- Develop master plans with the incorporation of pedestrian systems and facilities. These should be adopted and included in the transportation element of the comprehensive plan.
- Identify current and potential non-motorized destinations.
- Identify necessary improvements for existing roads and streets.
- Target major barriers for removal along pedestrian systems.
- Provide new or expanded separated pathways where needed.

- Provide links to public transportation.
- Set standard procedures for addressing ongoing pedestrian needs.
- Adopt pedestrian friendly roadway design standards.
- Eliminate small problems through a spot improvement program. Modify land use policies, planning and zoning to make short non-motorized trips more feasible and useful.
- Ensure that the Americans with Disabilities Act (ADA) requirements are met on all transportation projects.

Facilities

- Pedestrian facilities must accommodate ADA requirements
- Whenever a new road is built or an existing road reconstructed, consideration should be given to how pedestrians can best be accommodated.
- Sidewalks should be installed on both sides of all streets and roads, wherever possible and practical.
- Arterial and collector street typical:
    - Sidewalks on both sides of roadway
    - Run parallel to road
    - 6 foot minimum width
    - Sidewalks may be omitted on one side of new streets where the side without sidewalks clearly cannot be developed and where there are no existing or anticipated uses that would generate pedestrian trips on that side.
- Local residential street typical:
    - Should have sidewalks on both sides
    - If impossible, minimum requirement is a 4-foot on one side
    - Sidewalks may be omitted on one side of new streets where the side without sidewalks clearly cannot be developed and where there are no existing or anticipated uses that would generate pedestrian trips on that side.
- Rural roadway (not likely to serve development) typical:
    - 4’ shoulder in low volume roads
    - 10’ shoulder in high volume roads
    - Stable and mud-free surface material
    - Sidewalks should be well removed from the traveled way when they are provided on rural roads

- High speed roads should have 4’ planting strip buffer for sidewalks
- Streetlights, signs, fire hydrants, street hardware, and vegetations should be installed on buffer
- If road allows parking or bike lane the planting strip may be omitted but is still preferred due to its aesthetic value.
- Every effort should be made to add sidewalks where they do not exist and to complete missing links.
- Crossing opportunities can be provided with techniques such as raised medians, refuge islands and curb extensions
- Access management – when new development or changes to existing ones are proposed, driveways should be evaluated for necessity.
- Therefore, all existing bus stops and future transit centers should be evaluated for proper location, and pedestrian system continuity, and pedestrian comfort.
- Maintenance and upgrade of pedestrian facilities should be a high priority.
    - The County’s Snow and Ice Control Plan should remove snow from sidewalk in reasonable timeframe
    - Sidewalk maintenance should repair cracked and uneven portions of the walk
    - Right-of-way maintenance should trim all vegetation from obstructing sidewalks with vertical clearance height of 7 feet from concrete and lateral clearance of 1 foot from edge of sidewalk
- Buildings close to, and oriented toward sidewalks, with parking in the rear or on the side, are more likely to encourage pedestrian use.
- The building and all vegetation should be set in such a manner that there is no obstruction of the 30-foot clear sight triangle.

Crossings

- It is better to design a roadway or facility that enables pedestrians to cross safely without surprising a driver. Marked mid-block crossings should be discouraged unless the engineer determines that there is strong justification in favor of such installations based on an engineering study and traffic investigation.
- Right-angle crossing of the street should be used to minimize exposure to vehicles
- Marked crosswalk priority should be given to locations having high pedestrian volumes, intersections with irregular geometry, high-accident areas and school crossings. However, marked crossings in school zones shall have priority over all other crossings in the area.
- Parking should be prohibited on the approach-side and backside of the crosswalk.

- All marked crosswalks should have curb cuts that are in-line with both sides of the crosswalk, and they should have street lighting that adequately lights the crosswalk
- All crosswalks should have pedestrian crossing signs located in both directions at the point of crossing.
- Crosswalks should follow MUTCD standards
- At highly concentrated pedestrian crossings, mid-block curb extensions, marked crosswalks or pedestrian activated signals could be installed.

Traffic Control Devices

- In order to install standard devices, they must be warranted based on their need and used in accordance with the MUTC.
- Existing devices should occasionally be reevaluated to ensure they are still warranted for use at their existing locations.

Signs

- First priority will be given to all regulatory signs. Second priority will be given to warning signs, then to guide signs, and finally to information signs.
- All signs should be installed following MUTCD standards for location and materials.
- Pedestrian Crossing signs are not required at every location that a pedestrian might cross the roadway. However, the signs should be installed in advance of, and at locations where a high number of crossings are not normally encountered

Markings

- Marked crosswalks should be at least as wide as the contributory sidewalks
- Parking should be prohibited for a minimum of 40' on the approach side and at least 20' on the backside. These distances should be increased based on an actual field investigation of the site.
- Yellow curb markings should be used to indicate the no-parking zone.
- Marked crosswalks at stop, yield or signal controlled intersections should be 8-12 feet wide in a horizontal rail style. The horizontal rails should be at least 12' wide.
- For mid-block or non-controlled crosswalks, the markings should be in a vertical ladder pattern. Each vertical line should be 8-12' long and 2' wide, with 2 foot spacing between each line.
- The marked crosswalks should be retro-reflective white markings where possible.
- In locations where there is neglect by drivers to stop in advance of the crosswalk, a stop bar may be installed. The stop bar will be a solid white retro-reflective line extending across all

approach lanes. This line should be 12 to 24 inches wide stop bars should be at least 4 feet in advance of and parallel to the nearest crosswalk line.

Traffic Signals

- Pedestrian signals with push button actuation stations should be included at signalized intersections where two or more pedestrian systems continue through the intersection
- The location, height and design of the pedestrian signals should be in accordance with the MUTCD and good engineering principle
- Timing for pedestrian signals should follow MUTCD standards as well. Typically 4.0 ft./sec. or 3.5 ft./sec. in areas where there is a large population of older adults of physically challenged pedestrians.
- All traffic signals that have pedestrian signals will have marked crosswalks in a track pattern. If sidewalks exist at the signalized intersection, aligned curb cuts will be provided for the pedestrian's safety and ease in crossing

Construction Zones

- Anytime that the normal function of a roadway or walkway is suspended, temporary traffic control planning must provide for continuity of the system.
- Consider these when planning for pedestrian safety in temporary traffic control zones:
    - Pedestrians should not be led into direct conflicts with work site vehicles, equipment, or operations.
    - Pedestrians should not be led into direct conflicts with mainline traffic moving through or around the work site.
    - Pedestrians should be provided with a safe, convenient travel path that replicates as nearly as possible the most desirable characteristics of sidewalks or footpaths.

Education and Encouragement

This section offers multiple education and encouragement strategies involving

- What and where to promote walking “rules of the road” and best practices
    - Sessions and programs offered in school and in driver education
    - Public brochure offered at institutions and organization (banks, medical facilities, museums, schools, community centers etc.)
    - Corporate offices can integrate health and traffic safety programs
- Types of incentives and rewards
    - Facilities such as showers and changing rooms in work place

    - Work schedules that allow commuters to walk in daylight hours in the winter
    - Guaranteed ride home for emergencies when walking isn't practical
    - Awards and other forms of recognition
- Types of efforts for education and encouragement
    - A public information campaign and media packet
    - A brochure
    - Reinstating the Pedestrian Sub-Committee
    - Public-service announcements
    - Special-events promotion
    - Utility billing leaflets
    - News releases
- An extensive list of skills (to do's and not to do's)

Enforcement

This section mostly discussed the need to educate police officers about appropriate pedestrian law enforcement which parallels the safety messages communicated to the general public. It also offers active methods of law enforcement include:

- Improving existing traffic laws and enforcement
- Review and modify laws that affect pedestrians, if necessary
- Enforce laws that impact pedestrian safety
- Identify locations of extreme non-compliance and conduct a spot enforcement program
- Reduce the incidence of serious crimes against non-motorized travelers
- Re-implement a bicycle patrol in appropriate areas such as in the Central Business District
- Continue to improve the community policing efforts in the County
- Hold biannual neighborhood watch meetings where pedestrian issues are discussed

School

This section discusses the importance of uniform implementation of procedures and devices to a school area's traffic control. It details the process of the Traffic Engineering Division's implementation of a Safe Routes to School plan for each elementary.

School Traffic Control

This section provides an extensive list of school zone traffic control criteria involving signs, signals, markings, and other implements. These practices have been integrated in current planning and engineering.

Comprehensive Plan (2016)

Existing Conditions

- Atomic City Transit has seven routes
- Sidewalk projects and traffic calming measures have taken place in the County since 2000
- "A 60-mile network of trails links the foothills, canyons and mesas around Los Alamos County. The County trail network links with over 100 miles of federal trails in the surrounding Santa Fe National Forest and the adjacent Valle Caldera National Preserve."
- For open space land, there exists a base zoning district, PL, Public Land, and two zoning overlay districts, W-1 and W-2. W-1 is intended for protection and preservation the scenic environment and the value of undeveloped land, while PL and W-2 allow more intense recreational uses and community needs. **This means that potential development of trails will most likely occur in PL zoned areas and W-2 areas.**

Goals, Policies, and Strategies Relating to Pedestrian Realm

The Comprehensive Plan organizes goals by the following core themes and provides each with a set of strategies and policies relating to Economic Vitality, Land Use, and Infrastructure.

- Housing
- Neighborhoods
- Growth
- Development
- Redevelopment
- Downtown
- Open Space
- Trails
- Mobility

The latter two, Trails and Mobility, are the focus of the Pedestrian Master Plan Update and are the foundation for the Plan's goals and strategies.

Trails

GOALS

1. Improve and expand the trails system
2. Comply with the Bicycle Transportation System Plan Update

POLICIES: Economic Vitality

1. Develop and expand trails connecting downtown to surrounding open space
2. Create or improve trails that serve residents of all ages
3. Collaborate with other public land owners to connect County trails to non-County-owned trails adjacent to or near County land
4. Assure that the Bicycle Transportation System Plan addresses maintenance responsibilities and regularly identifies access impediments

POTENTIAL STRATEGIES

1. Pursue federal and state transportation grant funding for multi-modal circulation
2. Pursue bicycle trail certification by the International Mountain Bike Association (IMBA) and designation by the League of American Bicyclists as a "Bicycle-Friendly Community"
3. Promote trail etiquette for all trail users

POLICIES: Land Use

1. Promote safety for pedestrians and cyclists on paved trails and streets
2. Ensure that trail connections are provided and impediments to any trail connections are not allowed

POTENTIAL STRATEGIES

1. Map trails and identify gaps in trail connections, and propose strategies for connectors
2. Develop a strategy for prioritization of gap connections
3. Consider alternate means of circulation, especially for the purpose of accessibility
4. Consider signage or speed controls to promote safety on multi-use trails and pathways
5. Develop and adopt code requirements for private implementation of trail connections

POLICIES: Infrastructure

1. Create designated, safe, convenient, and well maintained bike and pedestrian pathways and sidewalks
2. Incorporate multi-use trails whenever possible
3. Recognize and acknowledge the difference between bicycling for recreation and bicycling for transportation
4. Ensure safe trail crossings, especially at arterials; weigh cost/benefits of underpasses and/or overpasses

POTENTIAL STRATEGIES

1. Complete development of the paved and accessible Canyon Rim Trail from DP Road through the historic core, and Ashley Pond to the Aquatic Center and the Nature Center, and possible loops
2. Link Canyon Rim Trail to the Los Alamos Mesa Trail
3. Consider wider easements for new trails

Mobility

GOALS

1. Support streets designed for the safety and comfort of all users
2. Maintain and improve transportation and mobility
3. Make improvements to the transportation system that support economic vitality and housing goals
4. Improve bicycle and pedestrian safety and convenience
5. Support long-range regional transportation planning, including regional transit for commuting to work
6. Support the Hazard Mitigation Plan

POLICIES: Economic Vitality

1. Give the same level of prioritization to nonmotorized circulation (bicycle and pedestrian) as to motorized circulation
2. Promote recreational trail use for both local residents and tourists

POTENTIAL STRATEGIES

1. Add a transit route from the Townsite to Bandelier and Valles Caldera

POLICIES: Land Use

1. Develop and support transportation corridors that connect housing and employment centers
2. Create designated, safe, convenient, and well maintained bike and pedestrian pathways and sidewalks
3. Design for accessibility
4. Make Los Alamos County a bicycle-friendly community

POTENTIAL STRATEGIES

1. Integrate parking with transit
2. Revisit parking requirements in relation to transit access
3. Consider separation of bikes and pedestrians on paved trails
4. Consider expanded opportunities for off-site parking
5. Upgrade infrastructure, including streetscapes, green spaces, and entrances to the County, to reflect civic pride in the community

POLICIES: Infrastructure

1. Create a user-friendly, efficient, multi-modal system that connects the Laboratory, downtown and White Rock
2. Support a “complete streets” policy for all new and rebuilt roadways
3. Develop and adopt a transportation master plan that incorporates the trails and bike plan and is tied to land use

4. Support enhanced recreation opportunities
5. Ensure convenient transit access for all new residential developments

POTENTIAL STRATEGIES

1. Collect data on transportation modes and patterns.
2. Consider bike-share program associated with the Canyon Rim Trail
3. Consider alternate transportation and circulation options
4. Coordinate transportation on and off the Townsite with other systems in the region
5. Support a downtown circulator seven days per week and for extended hours, especially on weekends
6. Examine the best approaches for safe pedestrian crossings on arterials such as Trinity, Diamond and State Road 4, including hawks and pedestrian/ bike-activated flashing lights
7. Construct a bike park and enhanced multi-skill mountain biking facilities.

Open Space is largely intertwined with the pedestrian environment, and the Pedestrian Master Plan directly supports their most applicable objectives:

- Support green infrastructure
- Minimize infrastructure impacts to open space to the greatest extent practical
- Develop stormwater management standards

Although Trails and Mobility are the focus of the Pedestrian Master Plan, pedestrian safety, access, and mobility is an integral part of each of the themes in the Comprehensive Plan. The comp plan "recognizes the need to tie transportation planning to land use and the direct bearing this has on quality of life as well as economic development" (p.97). Some similar objectives that relate to the pedestrian environment across all themes include:

- Upgrading aging infrastructure
- Planning for growth of additional residents and development
- Creating a vibrant, pedestrian-friendly downtown with gathering spaces, variety of uses, and nighttime entertainment
- Enhancing wayfinding and streetscaping
- Promoting and attracting tourism and outdoor recreation-related activities and businesses
- Incorporating transportation system planning into land use
- Integrating transit considerations into development approvals
- Improving access to public open space and recreational facilities

Opportunities and Challenges

- Many prospective businesses have chosen to locate outside of Los Alamos due to "lack of well-located properties with sufficient infrastructure at a fair market value".
- Due to the rugged topography and land ownership patterns, it is highly unlikely that construction of additional roadways will occur. This, however, provides a unique opportunity

by reducing the options for future transportation projects and placing more focus on "improving and expanding the transit system, expanding pedestrian and bicycle path facilities, and providing additional multi-modal opportunities" (p. 40).

Los Alamos County ADA Transition Plan (2017)

- The purpose of the plan is to provide a path towards compliance with ADA requirements in Los Alamos County.
- The LAC Public Works Director is the designated ADA Coordinator and is responsible for development and implementation of the ADA Transition Plan.

Prioritization of Projects

- High priority locations include:
  - Funded projects and projects to be funded within 5-10 years
  - Intersections along Arterial roadways
  - Intersections within a 500' radius of public facilities
- Medium priority locations include:
  - Collector roadways
  - High-density residential areas
- Low priority locations include:
  - No curb and gutter
  - No sidewalk
  - Low-density residential areas

Targeted Barrier Removal Projects

- On street parking and parking facilities can lack accessible areas
- Signage may be missing or non-existent
- Stairs and handrails do not meet shape and height requirements
- Fire hydrants and other obstructions often create barriers to safe movement
- Landscaping and hardscaping projects can create non-compliant conditions
- Curb drop inlets and other stormwater drainage features may present challenges to persons with disabilities
- Crosswalks and street medians should be provided in locations they weren't in the past
- Utility poles must be at least 36 inches back from the curb

Summary Table of Priorities

LAC District	Number of Curb Ramps	Priority		
		High	Medium	Low
White Rock	327	32	157	7
Townsite	941	216	336	91
Total	1,268	248	493	98

Implementation Strategy

- Through the permitting process of new construction, ADA compliance will be required
- Street and Facility Maintenance will perform curb ramp and sidewalk repairs
- Capital Improvement Projects for street reconstruction will include compliance with ADA requirements

- The appendix includes a list of curb ramps and sidewalks and whether they comply with ADA requirements

Road Safety Audit - Trinity Drive between 15th Street and Oppenheimer Drive (2016)

This study consisted of a Road Safety Audit (RSA) along Trinity Drive (NM 502) from Oppenheimer Drive to 15th Street in Los Alamos, NM. The RSA was initiated to specifically consider pedestrian safety, mobility and operations in the study area in addition to other modes of transportation as they are inter-related. The following conclusions are offered.

Countermeasure	Cost	Timeframe
Conduct a supplemental traffic count (completed)	$	Short
Install median refuge island and marked crosswalk at the Ashley Pond/Trinity Drive location	$$	Short
Reduce speed limit/enforcement	$	Short
Incorporate access management to reduce driveway conflicts (turning movement restrictions with geometric improvements)	$	Short-Medium
Sidewalk ramp improvements, pedestrian countdown and audible pedestrian indications at intersections	$$	Short-Medium
Construct bus pull-outs in appropriate locations	$$	Medium
Supplementary Route 1 bus route in clockwise direction	$$	Medium
Public Outreach/Enforcement/Temporary Traffic control and supplementary parking during special events	$-$$$	Short-Long
Reconstruct sidewalks, provide buffers, and ADA ramps in areas sufficient right-of-way	$$$	Long
Install a traffic signal and incorporate into LAC coordinated signal system on Trinity Drive (future consideration)	$$$	Long
Install a Pedestrian Hybrid Beacon and marked crosswalk (Future consideration)	$$	Long
Road Diet or other changes to the typical section on Trinity Drive for multi-modal safety and operational considerations	$$$	Long

Los Alamos Bicycle Transportation Plan (2017)

The 2017 Bicycle Transportation Plan for Los Alamos County represents the county's commitment to promoting a bicycle-friendly community. The Plan's purpose is to help advance a bicycle friendly environment where residents and visitors can enjoy a transportation system that encourages the use of a bicycle as a key form of transportation.

This comprehensive plan is the result of extensive community engagement, reflecting the input of 290 residents who participated in a detailed survey and provided valuable insights into their riding habits, concerns, and suggestions for improving the local bicycling experience. The plan is underpinned by the "Five E's" framework, emphasizing the importance of Engineering, Education, Encouragement, Enforcement, and Evaluation & Planning in creating safe and convenient cycling infrastructure. Additionally, the Bicycle Transportation Plan recognizes the safety efforts of Los Alamos' adoption of Resolution 10-32 which integrates principles Complete Streets to promote safety, health, economic vitality, and environmental sustainability in transportation design.

The document outlines a series of recommendations aimed at enhancing the county's bicycle transportation system. These include:

- Proposals to enhance bicycle parking opportunities
- Integrate planned bicycle improvements into new land development and redevelopment projects
- Create safer on-street routes

Collaboration among key stakeholders is imperative for the continuation and implementation of bicycle network improvements. The plan has identified the following entities as potential partners: Los Alamos County, Los Alamos National Laboratories, Department of Energy, State of New Mexico Department of Transportation, San Ildefonso Pueblo, Santa Fe County, Bandelier National Park, Manhattan Project National Historic Park, Valles Caldera National Preserve.

The plan also highlights the community's desire for more bicycling facilities, mapped routes, and bicycle safety education. Moreover, it identifies specific areas, such as NM 4 between Rover Boulevard and East Jemez Road, where residents have expressed a need for new bicycle routes. By promoting these recommendations, the plan seeks to not only improve the safety and accessibility of cycling but also to encourage more residents to embrace bicycling as a viable and sustainable mode of transportation.

Los Alamos Tourism Strategic Plan (2018)

This document was developed to detail strategies and recommendations needed to support tourism as an economic driver for Los Alamos and White Rock. Some action items that relate directly to the pedestrian environment include:

- Determine a **better location for the Los Alamos Visitor Center** by evaluating the potential for sites to be utilized, and develop a conceptual design and management for the development or building renovation.

- Explore the feasibility of, and grant opportunities for, **expansion of Atomic City Transit service to provide weekend service**.
- **Improve bus connectivity and extend trips** from the three National Parks to downtown Los Alamos, White Rock and nearby outdoor recreation areas.
- Fund and implement **Wayfinding Plan** Phase 1A and 1B
- Create a **walking tour app** for downtown Los Alamos
- **Improve visitor maps** to highlight trails that best serve visitors, and provide connections to attractions and add information about the trails app.
- Provide a letter to NM DOT encouraging the **paving completion of NM Highway 126** as part of the Jemez Mountain Trail National Scenic Byway.
- Prepare and coordinate design of a **development package** for each site to promote development opportunities, infrastructure and design expectations.
- Implement County plans for extensions, upgrades, and maintenance of existing and new trails that benefit visitors and local community members of all activity skill levels. Increase funding and staff to address all **trail maintenance and improvement deficiencies**
- Ensure adherence to the Los Alamos County Downtown and Mixed-Use District Development Standards. Provide **greater guidance and requirements for pedestrian environments, connectivity, streetscapes and landscaping**.
- Referencing the 2012 Los Alamos Downtown Sidewalk + Streetscape Assessment report, **improve the appearance and function of Trinity Drive by participating with NMDOT in a streetscape improvement project**. Maintain a connection between Trinity Drive to the Canyon Rim Trail.

Economic Vitality Plan (2019)

Objective

The goal is to create a Downtown where local businesses can thrive through County ordinances, public and private investment, and public-private partnerships.

The Economic Vitality element of the Los Alamos Comprehensive Plan envisions a vibrant Downtown with a balanced mix of civic, employment, retail, lodging and entertainment uses, and moderate- to high-density housing. Civic uses include County government, historic and cultural attractions, professional and technical services, community-serving stores, and small locally owned stores and restaurants. Housing is an emerging land use with a huge up-side for redevelopment of vacant and underutilized properties.

Recommendations

The Plan recommends a multifaceted approach to creating Downtown economic vitality, including zoning modifications, public investments in infrastructure and amenities, targeted infill development and redevelopment, and programs to aid business retention and attraction.

Tourism is a growing sector of the economy in Los Alamos County, and the Tourism Plan outlines strategies and actions to promote it. Downtown Los Alamos is in a position to harness the economic impact of tourism development as it drives the growth and helps diversify the economy. To leverage tourism as an economic driver, Downtown Los Alamos must enhance the overall aesthetics to create a more welcoming atmosphere for visitors. This can be accomplished by encouraging infill of vacant commercial buildings and infrastructure improvements aimed at creating a convenient and vibrant walking experience. Additionally, the recommended zoning updates and public space improvements will accommodate a variety of expanded eating, shopping and public space options to meet visitor and resident expectations and encourage more time spent Downtown.

ADA Access Audit and Transition Plan for LAC Community Services Department (2022)

- The purpose of the plan is to review the findings and provide recommendations to make the Community Services Department facilities more accessible to people with disabilities.

Recommendations

Maintenance

- Provide training to maintenance staffs regarding the features of an accessible route and how to ensure that it remains unobstructed
- Add door closer checks to park maintenance staff checklists
- Purchase new tools

Change in Level and Gaps

- Add change in level of more than .25” to park maintenance safety checklists
- Add inspections for gaps greater than .5” to park maintenance checklists
- Eliminate changes in level by the end of 2026
- Adopt a policy about the use of Other Power-Driven Mobility Devices

Obstructed Accessible Routes

- Provide training to park maintenance, recreation, and administration staffs

Employee Work Areas

- Address accessibility in the Department personnel policies
- Require new construction, and alterations or additions to be ADA compliant

Accessible Parking

- Create a parking stall template

Passenger Loading Zone

- In 2025, implement a plan to correct or refresh every accessible stall

Running Slope and Cross Slope

- Revise standard specifications and details so that the slope of the AR shall not exceed 1:21 or 4.7%, the ramp slope shall not exceed 1:13 or 7.7%, and the cross slope shall not exceed 1:50 or 2%

Detectable Warnings

- Develop a template for detectable warnings
- Implement a plan to correct or refresh every detectable warning
- Use metal plates as opposed to plastic plates

Door Opening Force Requirements

- Evaluate and determine the age of door closers
- Add door closer maintenance checks
- Purchase and install new door closers for all exterior doors and 50% of interior doors in 2025, all remaining interior doors by 2027
- Consider power assisted door openers

Signage

- Create a sign template
- Implement signage template

Bathrooms

- Develop a bathroom template
- Include bathroom renovations
- Consider the use of automatic flush controls
- Implement non-structural modifications recommend in each section of the report
- Make at least one portable toilet accessible

Alarms

- Determine in 2023 if systems have been upgraded or replaced since 1992
- Develop a plan in 2024 for installation of new alarms
- Retrofit construction that has occurred since 1992

Publications and Online Information

- Update print materials parks and facilities information
- Update website

Maintenance Buildings

- Train maintenance staff supervisors in accessibility concepts
- Implement recommendations regarding parking, accessible route, changes in level, gaps, doors, and alarm systems

Playgrounds

- Advertise the accessible playgrounds
- Gradually eliminate the use of engineered wood fiber

Lake or Water Access

- Advertise the accessible water access

Trails

- Advertise the accessible trails

Camping

- Advertise the accessible campsites

Tennis

- Advertise the accessible tennis courts

Basketball

- Advertise the accessible basketball courts

Ball Fields

- Advertise the accessible ball fields

Athletic Fields

- Advertise the accessible fields

Picnic Areas

- Advertise the accessible picnic areas

Sand Volleyball

- Advertise the accessible sand volleyball courts

Dog Park

- Advertise the accessible dog parks

Unique Site Recommendations

- Make corrections per the report at these playgrounds so they become accessible:
  - Loma Linda
  - Pinon Park
  - Rover Park
- Make corrections per the report at this trail so they become accessible:
  - Nature Center
- Make corrections per the report at these campsites so they become accessible:
  - Camp May
  - White Rock RV Park
- Make corrections per the report at these ball fields so they become accessible:
  - North Mesa Sports Complex
  - Overlook Sports Complex
  - Urban Park
  - Community Soccer Field
- Make corrections per the report at these fields so they become accessible:
  - Overlook Sports Complex
  - North Mesa Park
  - Community Soccer Field
  - Urban Park
- Make corrections per the report at these picnic areas so they become accessible:
  - Barranca Mesa Park
  - Fire Fighter Park Tot Lot
  - Main Gate Park
- Make corrections per the report at this sand volleyball court so they become accessible:
  - North Mesa Picnic Grounds
- Make corrections per the report at this dog park so they become accessible:
  - East Park

Los Alamos Resiliency, Energy and Sustainability Task Force Report (2021)

- The purpose of the task force is to recommend ways the county can achieve net zero greenhouse gas emissions and other sustainable practices.

General Recommendations

- Establish “net zero” GHG emissions as a long-term goal for the County
- Perform a baseline GHG emissions study
- Create a Climate Change Action Plan to be updated every 5 years or as needed
- Produce an annual Climate Change Action Report
- Create an on-going citizen body tasked to advise council on reducing greenhouse gas emissions
- Integrate the goal of net zero Greenhouse gas emissions, practice to achieve net zero, and other sustainability practices

Community Planning and Zoning Recommendations

- Develop an Overlay Code Superseding the Current Building Code with Energy Improvements and Connections to Help Transition to a Cleaner Electrical Energy Source.
- Consider a “Design-To” Concept for Changes Rather Than Audits or Certifications for LEED or HERs Compliance.
- Educate Contractors and Home Owners on the Importance of Selecting Energy Star Appliances. Listen to and Address Their Concerns.
- The County Should Set an Example with its Purchasing and Contracting by Incorporating an Evaluation of CO2 Equivalents in its Selection Process.
- The County Should Advocate to the State, Supporting Greater Flexibility in Code Requirements With Respect to “Replacement” Options. Current Code Requirements for a Replacement Window Cost 50% More than a Standard Double-Pane Window. The 2018 Code Typically Triggers Triple-Pane Windows Rather Than Double-Pane Windows. Items Like This Disincentivize Voluntary Retrofit Replacements to Reduce GHG Emissions.
- The County Should Include Some Commercial Zoning in Every Section of Town for a Gathering Place, such as Coffee Shop or Store, to Minimize Trips and Encourage Community Gathering.
- Develop a Loan Program, Repaid Through Utility Payments, for Existing Home Retrofits for the Addition of Insulation and Replacement of Windows and Including Other Recommendations to Reduce GHG Emissions. The Program Should Address All Costs Associated with Retrofits, Including Mold remediation, Asbestos Removal, etc.

Electricity Supply and Demand Recommendations

- The County Council and the BPU Should Formalize the Net Zero Carbon Electrical Power Commitment and Adopt a More Ambitious Timeline to Make LAC Net Carbon Zero Electricity by 2035.
- The DPU and BPU Should Evaluate Options and Develop a Plan Regarding the LANL/LAC Power Generation Relationship and What it Means in Terms of LAC’s Achievement of its Net Carbon Zero Goals.
- DPU/BPU Should Develop an “Intermittency Management Strategy" Including But Not Limited to Demand Management, Energy Storage Resources, Curtailment of Generation, and Time-of-Use metering.
- LAC Should Pursue Investment in Energy Storage Resources. In Addition, LAC Should Study Centralized Community Storage, Residential Storage, or Both.

- The County Should Either Purchase Utility-Scale Solar and Wind Resources, or Purchase Those Resources From an Entity that Aggregates Renewable Energy Resources.
- LAC should Continue to Pursue the Feasibility of Small Modular Reactors or Other Mature Nuclear Technologies.
- LAC Should Support and Incentivize the Continued Adoption of Residential PV Installation While Establishing a Program to Enable Homeowners to Purchase or Lease Residential Storage Battery Units That are Either Coupled With Their PV Installations or as Stand-Alone Systems.
- The DPU and BPU Should Support the Expansion of EVs and EV Charging Infrastructure.
- LAC Should Adopt a Community Education Strategy Around Electrification of Efficient Appliances for Residential Use, i.e. Heat Pumps, Air Conditioning, Water Heaters, Magnetic-Induction Stoves, etc.

Natural Gas Reduction Recommendations

- Compact Architectures Should be Encouraged in New Construction.
- New Construction Should Derive a Significant Portion of its Heating Energy From the Sun.
- All New Construction Should Have Solar Access.
- Reduce Average Heat Loading in Residences to 0.30 therms/sq. ft. or Less.
- Heat Pumps Should be Substituted When NG-Fired Furnaces and Boilers are Replaced.
- Solar Thermal, Heat Pump, or Point-of-Use Tankless Water Heaters Should be Substituted When Traditional Hot Water Heaters are Replaced.
- Electric Induction Ranges Should be Substituted When Traditional Cookstoves are Replaced.
- NG Pilot Lights Should be Discouraged or Banned in New or Replacement Gas Appliances.
- Institutional Spaces Should be Heated Without Natural Gas (placeholder pending specific recommendation(s) in final report).
- Base-Load Electrical Generating, Transmission, and Distribution Requirements to Meet Overnight Heating Energy Demand Should be Included in Electrical Utility Supply Planning.
- Distributed (“Rooftop”) Electric Generation and Storage Should be Encouraged.
- Natural Gas Hookups Should Not be Allowed for New Construction After Some Point in Time.

Transportation and Mobility Recommendations

- Increase Public Transportation Ridership
    a. In Partnership with Regional Transit, Increase and Incentivize Regional Transit Use for Commuters and Visitors from Out of LA County
    b. Develop an “Alternative Transit” Incentivization Program for Employees of County, Schools, and Community Business (and LANL)
    c. To Encourage and Improve Local Public Transit Ridership, Address “First and Last Mile” Needs
    d. Continue to Invest to Increase Bus Frequency and/or Other Kinds of On-Demand Service
    e. Provide Evening and Weekend Atomic City Transit Service
    f. Develop a Smartphone Ridesharing App to Help Residents and Commuters Get Around
    g. Do a County Assessment for Commuter and Other Transportation Needs

- Improve Bicycle and Walking Infrastructure to Promote Safe and Convenient Carbon-Free Transportation
    a. Implement the Transportation Board's Recommendations Outlined in the Bicycle Transportation Plan
    b. Green Boxed Bike Lanes and Protected Bike Lanes
    c. Create a Bike-Only Path Between Los Alamos and White Rock (not on the main road)
    d. Bike Lane and Walking Path on Omega Bridge (or Other Option)
- Increase publicly accessible electric vehicle charging infrastructure
- Increase the Number of Electric Vehicles (EV) in LAC, ACT, and LAPS Fleets, Eventually Making 100% EV
- Implement Shaded Parking and a County-Wide No Idling Policy
- Launch Municipal Bike Share Program
- Encourage Private Electric Vehicle Purchase and Charging During Low Peak Hours
- Increase Number of Crosswalks (Some with Lighting)
- Convert Municipal Small Engines, Such as Golf Carts and Lawn/Garden Equipment, to be Fossil Fuel-Free
- Invest in Consistent, Ongoing Community Outreach and Education

Waste, Consumption & Natural Resources Recommendations

- Perform consumption-based GHG analysis for LAC
- Following "Zero Waste" principles, eliminate municipal waste sent to landfill through reduction, re-use, recycling and composting with a goal of 100% diversion by a period of time to be determined
- Educate community regarding sources of GHG emissions and provide information on reduction of personal carbon footprints
- Reduce consumption-associated emissions by encouraging and supporting sustainable purchasing, use and disposal of food, goods and services, refrigerant management, and low-carbon construction materials
- Build a comprehensive water conservation and watershed stewardship plan for the Los Alamos and White Rock communities
- Manage natural and community landscapes for climate change mitigation, resilience, community, cultural and wildlife values, and carbon sequestration

Los Alamos Downtown Master Plan (2021)

Vision

"A Downtown that is walkable with attractions for young and old, envisioned as a thriving community hub with a vibrant and balanced mix of residential, retail, and office development, inspired by the unique history of Los Alamos and the connection to the surrounding natural landscape, with

attractive housing, shopping, and public spaces and is a great place for residents to live and visitors to explore."

Objective

Provide the development framework to focus on the benefits of mixed-use, transit-friendly, pedestrian-oriented development.

Recommendations

The Master Plan outlines seven elements that align with the Comprehensive Plan and inform a set of recommendations intended to implement the community vision for Downtown Los Alamos. These recommendations include the following:

Urban Form/ Identity

- Update Downtown zoning to promote pedestrian-oriented development patterns
- Increase and enhance pedestrian infrastructure
- Install signature gateway features
- Implement a branded wayfinding system
- Expand/ increase Downtown placemaking strategies
- Rebrand Downtown as a family-friendly environment

Housing

- Allow increased multi-family densities/ heights
- Incentivize affordable housing
- Allow/ encourage an urban mix of housing/ development types

Transportation

- Retail space preservation
- Retail space development
- Tenant recruitment
- Develop strategies to keep commercial rents affordable
- Promote mobile vending
- Develop policies and incentives to activate first floor frontages
- Streamline development process within Downtown
- Develop strategies that incentivize redevelopment of vacant and underutilized sites and structures
- Develop an entertainment use that attracts people, particularly families, to Los Alamos
- Promote tourism as an economic driver

Public Space/ Streets

- Create diverse, interconnected public spaces
- Incentivize the creation of a pedestrian corridor
- Define streets as public spaces

Infrastructure

- Incorporate Downtown infrastructure improvements into County's CIP
- Promote access to utilities and broadband

Sustainability

- Create standards for implementation of LID, solar covered parking, and electric vehicle charging stations
- Incorporate green parking lot practices
- Update outdoor lighting standards
- Revise landscape requirements to promote native plants

White Rock Town Center Master Plan (2021)

Vision

"The White Rock community faces some unique opportunities and challenges that can be helped by specific interventions in Downtown. These challenges include the following:

- General lack of an identifiable "town center"
- Blight due to vacant or otherwise dilapidated buildings
- Poor street connectivity and street layouts
- Lack of appropriate zoning
- Lack of housing, especially affordable housing
- High commercial space rents and lack of support for small, local businesses
- Inadequate pedestrian/ bicycle infrastructure

White Rock Town Center, the gateway to Bandelier, is envisioned as a thriving hub with a vibrant mix of residential, retail, and office development at a character and scale appropriate for the surrounding community. With attractive housing, shopping and public spaces, along with a network of trails and parks, it is a great place for residents to live and visitors to explore."

Objective

Provide a long range plan for the revitalization and planning of the town center, including the use of open space, zoning changes, and pedestrian oriented developments.

Recommendations

The master plan lays out multiple areas of focus for the town center that will impact how pedestrians interact with the space, including several specific projects that aim to bring more density and mixed use to the space. Working in tandem with other plans will allow the town center to function as a vibrant community with new housing and commercial destinations.

Urban Form/Identity

- Update Town Center zoning to mixed-use
- Pedestrian-oriented infrastructure
- Install signature gateway feature
- Implement a branded wayfinding system and placemaking strategies
- Provide multi-generational programming

Housing

- Allow increased multi-family densities/ heights
- Incentivize affordable housing
- Allow a greater mix of housing type within Town Center

Transportation

- Implement safe pedestrian and bicycle infrastructure
- Implement convenient transit and vehicular transportation system
- Improve the parking management strategy

Economic Vitality

- Update Town Center zoning
- Promote entertainment venues
- Streamline development process within Town Center
- Strengthen the Facade Improvement Program
- Develop strategies that incentivize redevelopment of vacant properties
- Develop strategies to keep commercial rents affordable
- Develop policies and incentives for active first floor frontages
- Promote tourism as an economic driver

Public Space/ Streets

- Define streets as public spaces
- Create diverse public spaces
- Promote free family-friendly programming

Sustainability

- Incorporate green infrastructure strategies

- Incorporate green parking lot practices
- Update outdoor lighting regulations to mitigate light trespass

Mid-Block Crossing Policy (2024)

The purpose of the plan is to outline the conditions and process for determining where mid-block pedestrian crossings may be installed within the county.

Crossing Location Evaluation Procedures and Considerations

Step 1: Request for Consideration

- Consideration for installation of a marked pedestrian crossing shall be initiated by contacting the Dept of Public Works Traffic and Streets Division

Step 2: Physical Location Data

- The county will conduct a physical review of the location and document many aspects of the crossing
- If the crossing is determined to meet the criteria it will proceed to step 3

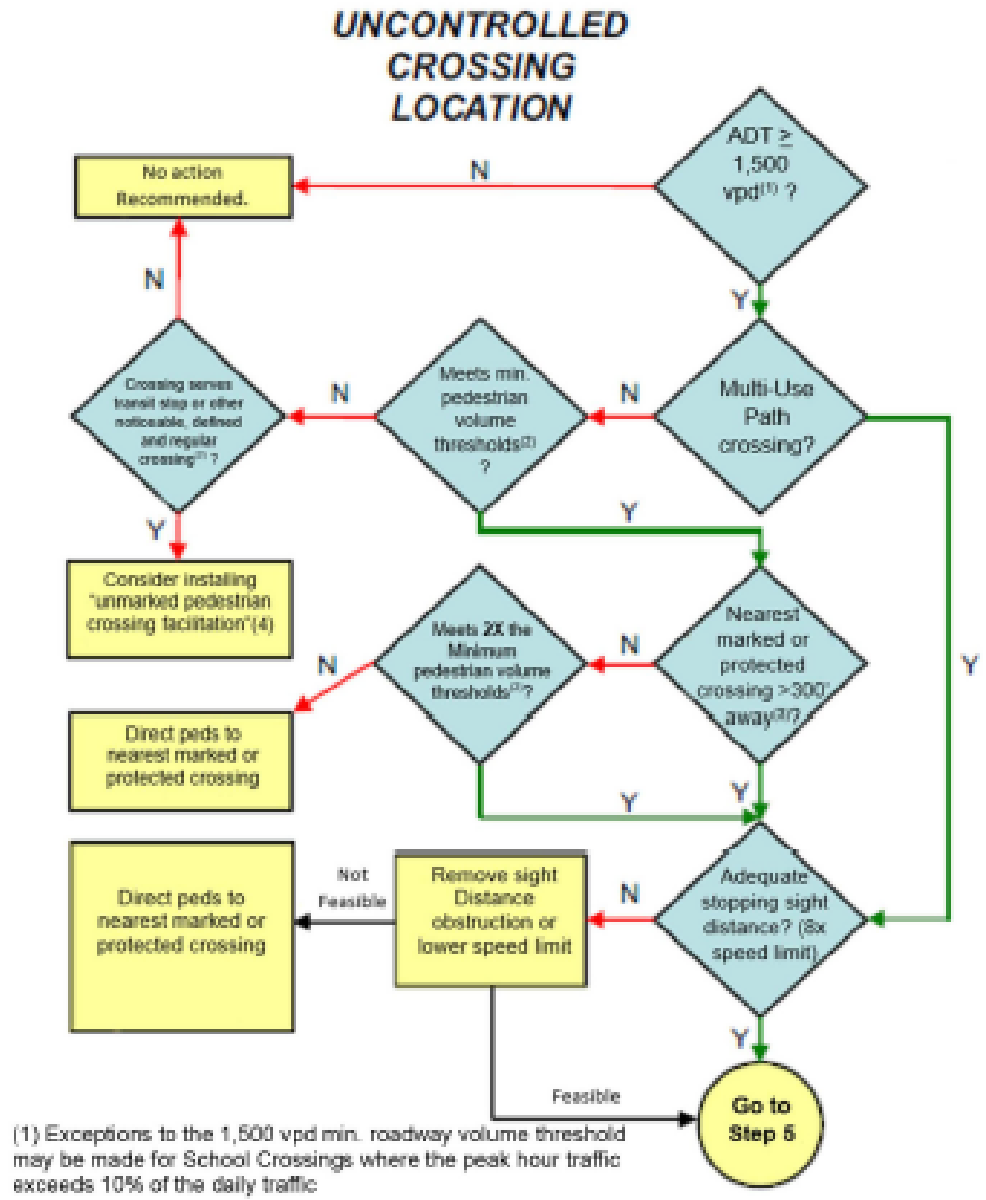
Step 3: Traffic Data Collection and Operational Observations

- Data collection includes pedestrian crossing volumes, pedestrian and bicyclist volumes, average daily traffic, 3-5 years of crash data

Step 4: Apply Data to Pedestrian Crossing Treatment Flowchart

- Data collected in steps 2 and 3 will be applied to the flowchart

Flowchart



(1) Exceptions to the 1,500 vpd min. roadway volume threshold may be made for School Crossings where the peak hour traffic exceeds 10% of the daily traffic

2) **Minimum Pedestrian Volume Thresholds**:
- 20 peds per hour* in any one hour, or
- 18 peds per hour* in any two hours, or
- 15 peds per hour* in any three hours

* Young, elderly, and disabled pedestrians count 2x towards volume thresholds
** School Crossing defined as a crossing location where ten or more student pedestrians per hour are crossing.
- 15 peds per hour* in any three hours

Step 5: Evaluate and Recommend Countermeasures to be Installed

- Based on the comprehensive matrix, countermeasures will be suggested for application.

Roadway Configuration	Posted Speed Limit and AADT											
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000					
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph			
2 lanes (1 lane in each direction)	● 2 4 5 6	● 5 6 7 9	○ 5 6 ● ●	● 4 5 6	● 5 6 7 9	○ 5 6 ● ●	● 4 5 6 7	○ 5 6 7 9	○ 5 6 ● ●			
3 lanes with raised median (1 lane in each direction)	● 2 3 4 5	● ● 5 7 9	○ ● 5 ● ●	○ 3 4 5 7 9	○ ● 5 ● ●	○ ● 5 ● ●	○ 4 5 7 9	○ ● 5 ● ●	○ ● 5 ● ●			
3 lanes w/o raised median (1 lane in each direction with a two-way left-turn lane)	● 2 3 4 5 6 7 9	● ● 5 6 7 9	○ ● 5 6 ●	○ 3 4 5 6 7 9	○ ● 5 6 ● ●	○ ● 5 6 ●	○ 4 5 6 7 9	○ ● 5 6 ●	○ ● 5 6 5 6 ●			
4+ lanes with raised median (2 or more lanes in each direction)	● ● 5 7 8 9	● ● 5 7 8 9	○ ● 5 8 ●	○ ● 5 7 8 9	○ ● 5 ● 8 ●	○ ● 5 8 ●	○ ● 5 ● 8 ●	○ ● 5 8 ●	○ ● 5 8 ●			
4+ lanes w/o raised median (2 or more lanes in each direction)	● ● 5 6 7 8 9	○ ● 5 ● 7 8 9	○ ● 5 ● 8 ●	○ ● 5 ● 7 8 9	○ ● 5 ● ● 8 ●	○ ● 5 ● 8 ●	○ ● 5 ● ● 8 ●	○ ● 5 ● 8 ●	○ ● 5 ● 8 ●			

Given the set of conditions in a cell,

- # Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.
- ● Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.
- ○ Signifies that crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.*

The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.

1 High-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs
2 Raised crosswalk
3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line
4 In-Street Pedestrian Crossing sign
5 Curb extension
6 Pedestrian refuge island
7 Rectangular Rapid-Flashing Beacon (RRFB)**
8 Road Diet
9 Pedestrian Hybrid Beacon (PHB)**

*Refer to Chapter 4, "Using Table 1 and Table 2 to Select Countermeasures," for more information about using multiple countermeasures.

**It should be noted that the PHB and RRFB are not both installed at the same crossing location.

This table was developed using information from: Zegeer, C.V., J.R. Stewart, H.H. Huang, P.A. Lagerway, J. Feaganes, and B.J. Campbell. (2005). *Safety effects of marked versus unmarked crosswalks at uncontrolled locations: Final report and recommended guidelines*. FHWA, No. FHWA-HRT-04-100. Washington, D.C.: FHWA. *Manual on Uniform Traffic Control Devices, 2009 Edition* (revised 2012). Chapter 4F. Pedestrian Hybrid Beacons. FHWA, Washington, D.C.: FHWA. Crash Modification Factors (CMF) Clearinghouse. http://www.cmfclearinghouse.org/. FHWA. *Pedestrian Safety Guide and Countermeasure Selection System (PEDSAFE)*. http://www.pedbikesafe.org/PEDSAFE/. Zegeer, C., R. Srinivasan, B. Lan, D. Carter, S. Smith, C. Sundstrom, N.J. Thirsk, J. Zegeer, C. Lyon, E. Ferguson, and R. Van Houten. (2017). *NCHRP Report 841: Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments*. Transportation Research Board, Washington, D.C.: Thomas, Thirsk, and Zegeer. (2016). *NCHRP Synthesis 498: Application of Pedestrian Crossing Treatments for Streets and Highways*. Transportation Research Board, Washington, D.C.; and personal interviews with selected pedestrian safety practitioners.

- Priority will be based on crossing activity, conflicting vehicle activity, and construction cost

2025 Strategic Leadership Plan (2024)

Vision

“Los Alamos is a world-renowned community where discovery and innovation are inspired by its dramatic history. Extraordinary educational, recreational, and cultural opportunities abound in a vibrant and welcoming small-town atmosphere situated in a magnificent mountain setting.”

Objective

Established goals and priorities that are important to the community and the governance. These tools will help focus decisions and provide an approach to challenging issues.

Recommendations

Because the pedestrian realm is interconnected with all elements of a healthy and sustainable community, several of the Strategic Leadership goals support an enhanced pedestrian environment. However, the following goals specifically address improvements to the pedestrian realm:

- **Infrastructure Asset Management**: Evaluate the County’s assets and infrastructure to prioritize funding to first maintain and protect those investments and to second inform new investments.
- **Tourism and Special Events**: Sponsor special events, support major employer and community events, and promote tourism by enhancing amenities, utilizing indoor and outdoor facilities, and encouraging overnight stays.
- **Inclusion, Access, and Belonging**: Promote inclusion, access, and belonging through events and training, facility planning, and expanded opportunities and services for diverse interests.
- **Mobility**: Improve and expand access to, and provide disability accommodations for, alternative modes of travel including public transit, cycling, and walking amenities and services.
- **Open Space, Parks, and Recreation**: Manage, maintain, and improve designated open spaces, parks and recreation facilities, trails, and amenities as defined by adopted plans and approved projects.

By following these priorities, County Council and staff will have a framework to follow when planning larger documents and specific projects within the city.

APPENDIX B

LOS ALAMOS COUNTY PEDESTRIAN MASTER PLAN PUBLIC SURVEY RESULTS

Stage One: Assessing the Pedestrian Environment in Los Alamos Townsite and White Rock Town Center and Identifying Opportunities for Improvement

Your feedback is crucial to improving walkability in Los Alamos County. The updated Pedestrian Transportation Plan will enhance safety, infrastructure, and accessibility, particularly in the Los Alamos Townsite and White Rock Town Center.

Your insights will guide decisions on where to prioritize improvements like sidewalks, curb ramps, and crosswalks.

This Plan will help secure funding for projects and better serve underserved communities. The survey takes about 15 minutes, and your responses will remain anonymous.

For questions, contact Angelica Bryant at angelica.bryant@wilsonco.com.
Thank you for your input!

Questionnaire QR Code:

Questionnaire link:
https://app.maptionnaire.com/q/3dd9djl9hck

LOS ALAMOS
where discoveries are made

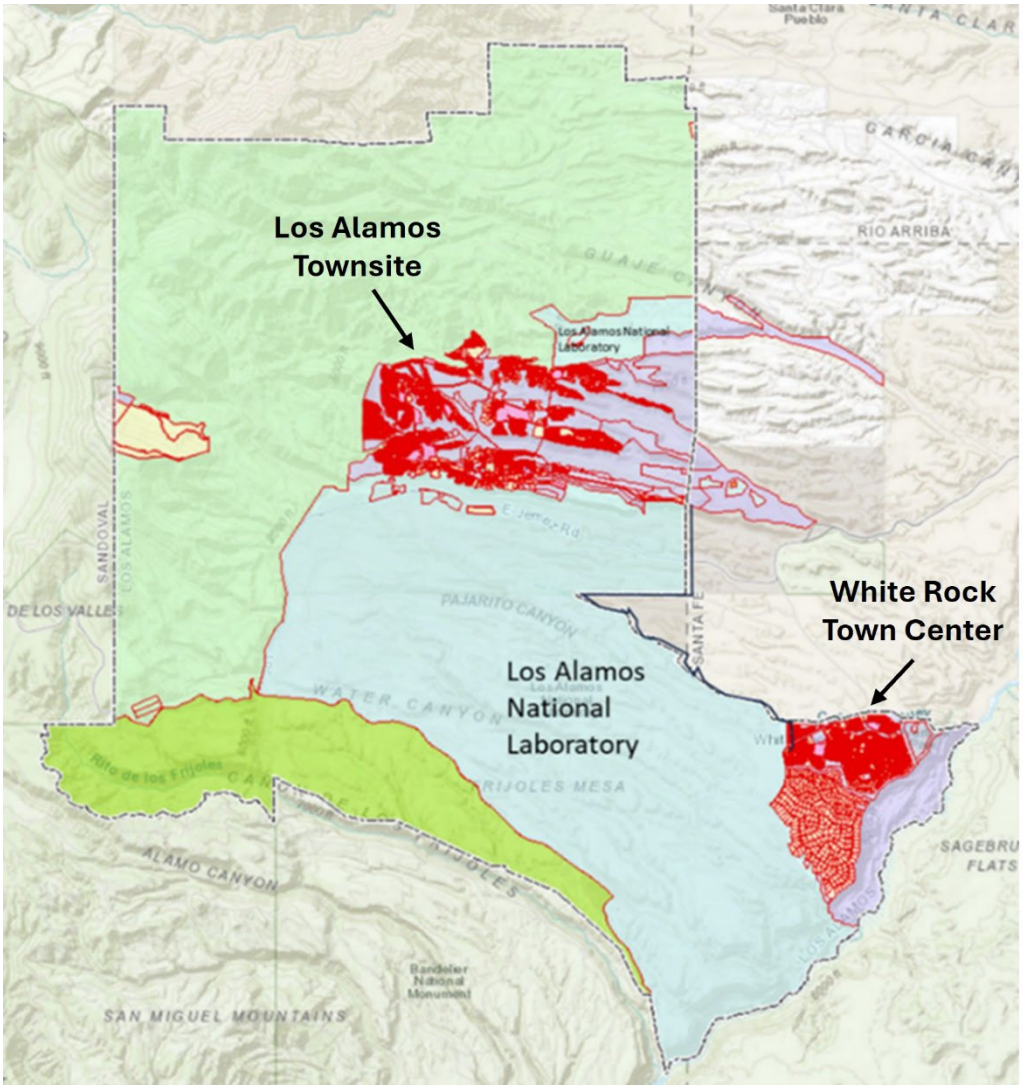
YOUR TRANSPORTATION WITHIN THE STUDY AREAS

The following map shows the study areas, roads and trails that are the focus of this Pedestrian Master Plan.

In which of the following study areas do you walk or take public transportation?

After reviewing the map, select from the list below the Los Alamos County planning areas you walk in or take public transportation.

Area	Count
Los Alamos Townsite	82
White Rock Town Center	16



TRAVEL MODE, FREQUENCY, AND TRIP DESTINATION

Approximately how much time do you spend using each of the travel modes below?

	Daily	Once or twice a week	A few times a month	A few times a year	Never
Walking outdoors	67%	22%	8%	3 %	0%
Travel in a wheelchair/ other mobility device	2 %	1%	0%	4%	93%
Take Public Transportation (Atomic City Transit)	7%	1%	12%	43%	37%

In general, please provide your trip purpose for all of the following modes of transportation.

Walking outdoors

Option	Count
General recreation/ enjoyment/ exercise	83
Commute to work/school	19
Travel to other destinations (amenities, services, etc.)	51
Not applicable	1

Travel in a wheelchair or other mobility device

Option	Count
General recreation/ enjoyment/ exercise	5
Commute to work/school	1
Travel to other destinations (amenities, services, etc.)	2
Not applicable	70

Take Public Transportation (Atomic City Transit)

Option	Count
General recreation/ enjoyment/ exercise	9
Commute to work/school	18
Travel to other destinations (amenities, services, etc.)	36
Not applicable	32

BARRIERS

What makes it difficult or unpleasant for you to walk? Please rate the following conditions that can make it difficult or unpleasant for people to walk, from 1 (no problem) to 5 (absolute barrier)

	1: No Problem	2: Minor Concern	3: Moderate Issue	4: Significant Challenge	5: Absolute Barrier
Busy streets with no sidewalks	20%	22%	27%	22%	9%
Residential streets with no sidewalks	30%	30%	25%	12%	3%
Tripping hazards on sidewalks	7%	36%	34%	20%	3%
Sidewalks that are too narrow	19%	37%	25%	18%	1%
Sidewalks that do not provide a buffer (such as street trees, landscaping, or parked cars) between people walking and moving cars	24%	34%	23%	14%	5%
Not enough safe ways to cross busy streets (such as traffic signals, stop signs, or crosswalks)	15%	16%	34%	25%	10%
Missing curb ramps (wheelchair ramps) at intersections	48%	25%	21%	2%	4%
People driving too fast	4%	22%	22%	32%	20%
Poor lighting	32%	33%	26%	7%	2%
Drivers not stopping for people crossing streets	6%	28%	29%	18%	19%
Not enough time to cross street with signal	47%	30%	18%	5%	0%
Blocked sidewalks (by parked cars, utility poles, etc.)	23%	33%	26%	15%	3%
Personal safety concerns (crime related)	73%	19%	8%	0%	0%
Other (please specify)	27%	5%	24%	27%	17%

Other Barriers

- I saw a former blind coworker walking west in front of the post office, which is a sea of concrete, using his white cane. Before I could get to him, he veered to the right and walked into the bushes. We are addressing pedestrians who are in wheelchairs, but what about those who are blind? There are techniques for designing sidewalk surfaces that can guide/signal the blind to walk in the right direction. Those techniques must be included in any pedestrian plan. Chris Downey is a blind architect who has devised such techniques. See https://www.youtube.com/watch?v=fi38ooKPvaE
- Walking on sidewalks to work in the winter when community/neighborhood members or the county don't shovel sidewalks, or clear the sidewalks after clearing streets, is more of an absolute barrier at times. It can be impossible to traverse Diamond Drive by the high school, for instance, when the snow and ice has been thrown onto the sidewalk and not cleared in time to go to work. I often have to drive and as I get older, I won't be able to manage that walk with the amount of ice and snow I've seen at times.
- Another example is the sidewalk in front of the ""old PEEC"" where the family strengths network is located. I'm not sure who is technically responsible for keeping that cleared, but the schools and the county often neglect it, and so the sidewalk going down Orange St is often ice and snow packed for days or weeks at a time.
- Crossing Canyon at the Diamond Drive intersection can be pretty terrifying at times, although the change in pedestrian signaling has helped a little."
- Sidewalks and pathways on north Mesa is in a state of disrepair or missing completely. Specifically, sections of San Ildefonso starting at the east end all the way to 950 San Ildefonso. Asphalt walkway between NM dog park and Kwage trailhead park.
- Trinity Drive at 20th street - no way to cross.
- Attention to pedestrians by motor vehicle operators!!
- Overhead crosswalks at the high school get icy & slippery with weather.
- Ice/snow removal
- In my experience, no drivers stop for pedestrians at the crossing of diamond drive near diamond and sycamore, and the 35mph speed limit on that stretch of diamond is never followed.
- Sidewalks on only one side of a street.
- Icy large snow pack on sidewalks left by the snow plow drivers. This occurs in residential and along major roadways. The plows leave a hazard for pedestrians every time they plow. The amount of snow and ice plowed onto the sidewalks cannot be easily moved by residents in neighborhoods.
- Lack of snow removal and vegetation protruding into an over sidewalk during certain times of the year.

- Although I am not visually impaired I know several people who are. Significant issues include sidewalks blocked or partially blocked by parked cars, shrubs encroaching onto sidewalks and low hanging branches on trees.
- County vehicles parked and blocking sidewalks and ingress areas. Oversized RVs blocking many walking areas around downtown. County buildings placing their trash and recycle bins on the sidewalk (Fuller Lodge constantly)
- Slippery ice
- I often walk on the sidewalk from Longview to Shirwood to St Road 4 in White Rock. There is quite a bit of dirt build up on the State Rd 4 sidewalk across from the Visitor Center. The following is an example of a walk last Monday evening although it has occurred on multiple occasions. Despite wearing tennis shoes and dry sidewalks, I slipped twice due to loose dirt on the sidewalk between Shirwood Blvd and Metzger's. While I am fairly young and do not have walking issues, this caught me off guard and could have been a dangerous situation especially for an elderly person.
- Speeding on side streets and driving on the wrong side of the road
- Although there is a significant horse / rider population in Los Alamos, very little has been done to promote trails accessible to horses. In some cases, horses are forbidden on trails.
- Problems walking dogs because of "Goat head" stickers along the sidewalks in the fall/early winter.
- Some of the sidewalks in White Rock are not level and they tend to slope towards the street.
- Pushing a stroller is a moderate issue with uneven surfaces and narrow sidewalks.
- Overhead crosswalks at the high school get icy with the weather.
- Poor landscaping that allows rocks to end up in the sidewalk.
- County vehicles blocking sidewalks and access points
- Los Alamos needs to do a better job maintaining what it has. The sidewalks are overgrown. The weeds aren't mowed regularly. The trails are in terrible condition and poorly built. Stop spending money on studies and outreach and just hire, train, and maintain what we have!
- Large amounts of icy packed snow left by the snow plow drivers - both in
- Safely crossing 4 lanes of traffic. I have seen a flag system for pedestrians to carry a yellow caution flag across the street and hook it to a pole on the opposite side of the street. (Pagosa Springs)
- Slippery ice
- When snow is removed from sidewalks in a timely manner
- The cars have no respect for pedestrians or bikers. The police don't enforce the laws and instead blame pedestrians or bikers rather than address the traffic violations. My kids aren't even safe walking a block from our house to school because cars roll stop signs.

BARRIERS AT SPECIFIC LOCATIONS

Where are barriers to walking or using a mobility device such as a walker or wheelchair?

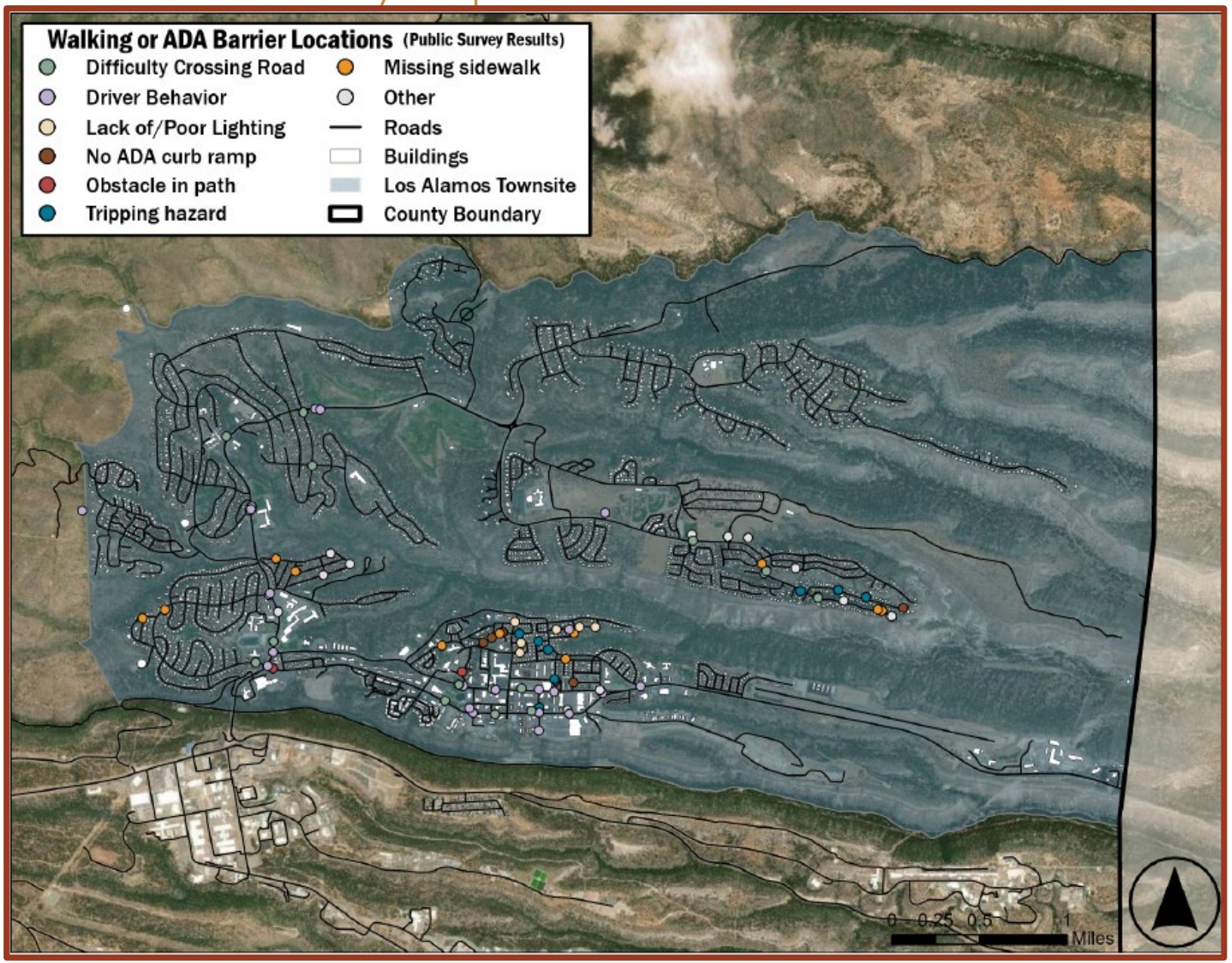
Please zoom in on the map and mark any locations where you encounter barriers while walking or using a mobility device, such as a walker or wheelchair.

After placing a point, answer the pop-up question to specify the type of issue.

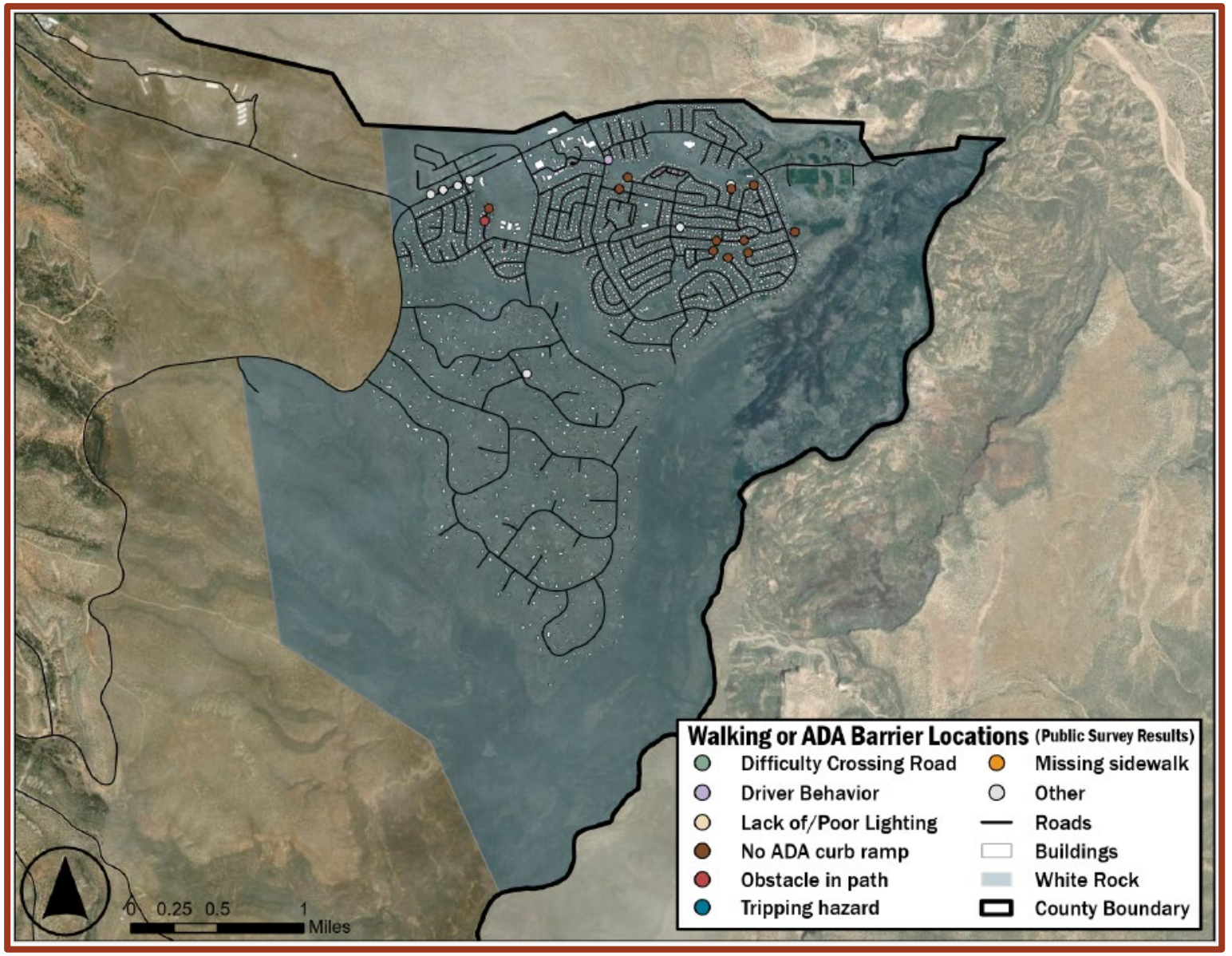
You can place as many points as needed.

Note: You do not need to indicate barriers only that you've personally encountered to mark them on the map. For example, if you notice a sidewalk without a curb ramp, even if you don't use a wheelchair, you're encouraged to report it.

Los Alamos Townsite Survey Map



White Rock Survey Map



PRIORITY LOCATIONS FOR IMPROVEMENTS

Where should the County prioritize walking improvements first? Please rate how important each of the following improvement locations is, from 1 (not very important) to 5 (extremely important).

	1: Not Very Important	2: Somewhat Important	3: Moderately Important	4: Very Important	5: Extremely Important
In areas with the most people walking	2%	12%	25%	37%	24%
On streets connecting people to transit stops	5%	14%	23%	46%	12%
To serve people who rely on walking the most (e.g., low-income and transit dependent residents)	6%	17%	22%	37%	18%
On streets connecting people to local community facilities such as parks, libraries, and community centers	2%	11%	28%	42%	17%
Along and across busy streets	2%	9%	17%	37%	35%
On streets connecting people to neighborhood businesses (grocery stores, coffee shops, restaurants, etc.)	0%	13%	28%	39%	20%
Places where the most people walking are injured	0%	5%	13%	38%	44%
On residential streets without sidewalks	14%	24%	38%	19%	5%
On streets connecting families and children to schools	0%	2%	26%	39%	33%
Other (please specify)	20%	10%	0%	20%	50%

Other priority locations for improvements

- County itself should lower the number of county vehicles driving around aimlessly all day and visiting Kroger several times per day. Maybe the county employees can use some of the Public Transit we provide? If they were to walk, they might understand. It's also odd that we don't have bus stops at trailheads, but we do have parking areas - how ironic!
- Crosswalks should have a maximum of 25 mph for traffic along streets that are not major thoroughfares (e.g. Diamond, Trinity). All crosswalks in these location should have a zebra where trails cross the road similar to DP Road crosswalks. School crosswalks should ALWAYS have zebra striping on road surface. Also, on roads where there is significant parks such as North Mesa Road at Terry St. should have a zebra especially considering the proximity to the horse park.
- I saw a former blind coworker walking west in front of the post office, which is a sea of concrete, using his white cane. Before I could get to him, he veered to the right and walked into the bushes. We are addressing pedestrians who are in wheelchairs, but what about those who are blind? There are techniques for designing sidewalk surfaces that can guide/signal the blind to walk in the right direction. Those techniques must be included in any pedestrian plan. Chris Downey is a blind architect who has devised such techniques. See https://www.youtube.com/watch?v=fi38ooKPvaE
- Increasing walkability/safety in all areas will increase pedestrian numbers across the entire region--this will also support the ability for people of low-income and those needing access to join in the larger numbers of ALL pedestrians.
- On streets around the senior center
- Range Road. No safe space for walkers, bicycles.
- This again mostly misses the point.

PRIORITY BUILD IMPROVEMENTS

What types of walking improvements should we build first? Please rate how important each of the following improvement types is, from 1 (not very important, so we should build later), to 5 (extremely important, so we should build now).

	1: Not Very Important (build later)	2: Somewhat Important	3: Moderately Important	4: Very Important	5: Extremely Important (build now)
Repair and maintain existing sidewalks in areas with the most people walking	3%	16%	18%	43%	20%
Provide safe walking paths where they are missing on residential streets	17%	25%	35%	13%	10%
Provide a buffer (such as street trees, landscaping, or parked cars) between people walking on sidewalks and cars on busy streets	18%	25%	25%	18%	14%
Build sidewalks where they are missing on busy streets	0%	7%	21%	53%	19%
Provide more safe ways to cross busy streets	3%	10%	17%	29%	41%
Reduce speeds on busy streets	20%	14%	25%	10%	31%
Reduce speeds on residential streets	30%	18%	12%	13%	27%
Other (please specify)	23%	0%	0%	15%	62%

Other Priority Build Improvements

- I saw a former blind coworker walking west in front of the post office, which is a sea of concrete, using his white cane. Before I could get to him, he veered to the right and walked into the bushes. We are addressing pedestrians who are in wheelchairs, but what about those who are blind? There are techniques for designing sidewalk surfaces that can guide/signal the blind to walk in the right direction. Those techniques must be included in any pedestrian plan. Chris Downey is a blind architect who has devised such techniques. See https://www.youtube.com/watch?v=fi38ooKPvaE
- It's terrifying to be forced to walk along a sidewalk when bikes/ebikes or large motor vehicles are flying past only a few feet from your shoulder. This is terrible on Trinity and Diamond, also on Canyon. Omega Bridge, where bikes/ebikes travel at VERY high speeds in VERY close proximity to pedestrians is also terrifying.
- STOP restricting TRAFFIC flow -- this is WHY we are having fatalities -- when #'s increase we need to INCREASE traffic flow, NOT restrict it!!
- Travel speeds on diamond near the Denver steels is too high, regularly in excess of 10mph over the 35mph speed limit
- Enforce speed limits on roads with high pedestrian use but high rates of speeders (Canyon Road)
- Enforce sidewalk blockage laws; require snow removal
- "Enforce the existing speed limits!
- People constantly speed And tailgate those traveling at the speed limit on diamond and Trinity. Tailgating is unsafe and distracting to drivers following the speed limit."
- Add stop signs or speed bumps on residential streets close to schools, such as Villa street close to Aspen school. It is impossible to cross the road safely during busy hours, as the cars drive over the speed limit and don't stop for pedestrians.
- Widen sidewalks along busy streets (Like Trinity)
- "Minimize unneeded county vehicles driving and shopping all day.
- Less concrete/ asphalt and more porous pavers so that water can soak into the ground - see Enterprise Bank parking lot in Santa Fe"
- Set 25 mph on most roads designated as 35 mph on except where high volume traffic is present.
- Enforce speeds on residential streets with large numbers of pedestrians

PREFERRED WALKING PATHS

A. Stamped and stained asphalt sidewalk with curb (raised walkway)



Option	Count
Very comfortable	19
Comfortable	27
Somewhat uncomfortable	11
Not comfortable	2

B. Stained asphalt sidewalk with curb (raised walkway)



Option	Count
Very comfortable	14
Comfortable	30
Somewhat uncomfortable	3
Not comfortable	0

C. Curb-separated walking path at same level as cars

Option	Count
Very comfortable	1
Comfortable	17
Somewhat uncomfortable	21
Not comfortable	7





D. Shared walking space (people walking and driving share the roadway space) with traffic calming features to slow cars, including curved roadways, landscape elements, and speed humps.

Option	Count
Very comfortable	2
Comfortable	12
Somewhat uncomfortable	17
Not comfortable	14









E. Walking path at same level as cars, set behind landscaping (no curb).

Option	Count
Very comfortable	24
Comfortable	15
Somewhat uncomfortable	3
Not comfortable	2





DEMOGRAPHICS

Please tell us a little about yourself to help us with our engagement.

What is your zip code?

Zip Code	Count
87025	1
87507	1
87544	49
87547	8

What is your age range?

Age Range	Count
Under 18	0
18 - 24	0
25 - 34	3
35 - 44	13
45 - 54	6
55 - 64	17
65 and over	17

What is your gender identity?

Gender Identity	Count
Female	29
Male	22
Nonbinary	1
Other	0
Prefer not to answer	2

What is your race/ethnicity?

(You may select multiple)

Race/Ethnicity	Count
American Indian/Alaskan Native	0
Asian/Pacific Islander	0
Black/African American	0
Hispanic/Latino (of any race)	1
Middle Eastern/North African	0
White/Caucasian	39
Prefer not to answer	15

ADDITIONAL COMMENTS

Please share any final thoughts you have on the survey or the Los Alamos County Pedestrian Master Plan Update:

- Crossing major streets is hazardous mostly due to driver behavior. Can't trust that people in cars won't hit you. Maybe signals can be modified so that for example no left turns will be happening while people are trying to cross.
- I saw a former blind coworker walking west in front of the post office, which is a sea of concrete, using his white cane. Before I could get to him, he veered to the right and walked into the bushes. We are addressing pedestrians who are in wheelchairs, but what about those who are blind? There are techniques for designing sidewalk surfaces that can guide/signal the blind to walk in the right direction. Those techniques must be included in any pedestrian plan. Chris Downey is a blind architect who has devised such techniques. See https://www.youtube.com/watch?v=fi38ooKPvaE
- The last time I looked at our municipal code, there were only two places in the Los Alamos townsite where it is illegal to jay-walk: On Central Ave east of the library and on Diamond Dr in front of the high school between Canyon Rd and Orange St. This should not be changed, but installing well designed crosswalks with an area of refuge would be great on wide roadways like Trinity Dr and Diamond. For example, there is such a crosswalk at the south end of the golf course."
- A significant enhancement to improve walkability and accessibility in the town would be the addition of a pedestrian bridge connecting North Mesa to downtown, potentially near the East Park Trail area. This bridge would foster a more community-oriented atmosphere and help alleviate traffic. Families could easily walk or bike into town without relying on cars or buses. There are several county-owned sites where this could be feasible. Additionally, upgrading the sidewalk infrastructure is a crucial first step, as many residents and families rely on sidewalks for travel. This is one of the key attractions of living in the county."
- I have for years had concerns about the speed along North Road. First, it is next to Urban Park and thus there are many walkers and children on the sidewalks. Second, it is a designated safe route for kids walking from Mountain School. Third, there is a bus stop across the street from the tennis courts where I often see people having to step out from between parked cars in order to check traffic before crossing. Most concerning is the speed of cars on North Road, particularly as the road starts to drop toward the canyon. A couple of significantly sized speed bumps along the peak of the hill before it starts down the canyon would be invaluable. When I made this request years ago I was told speed bumps are not possible because of snow plows. I beg to differ, having spent lots of time in Winter Park, Breckenridge and other towns that get much more snow than this town—all of which have loads of speed bumps.

- I rented a house on 45th across diamond Drive hoping that I would be able to ride my bike to downtown, but it was too hard to get across diamond Drive. This is a shame when the distance was only 2 miles.
- I would be in favor of having pedestrian only access in downtown i.e. block east/west traffic on a short section of central avenue
- (1) just west of access to parking lot including 107 central park square,
- (2) near USPS (100 Central) at first crosswalk north of central so that parking lot can be accessed,
- (3) intersection of 20th and Central, east side
- I would encourage Wilson and Company as well as county, staff and residence to engage in an actual physical walking tour of the site. Only when one puts on walking shoes, do the barriers become a parent. People of differing abilities could be invited to walk along in order to share their perspectives on areas that pose Barriers to access.
- Maintain the current pedestrian walkways.
- Work with the snow crew to stress the importance of keeping the snow off the sidewalks both along main arteries and in the neighborhoods.
- Please also keep in mind that bikes can use sidewalks (and on some streets should or must use sidewalks because of the speed of traffic, visibility, or behavior of drivers)
- Please don't hose bicyclists and please actually take the results seriously
- Please more protected bike lanes
- Quit asking questions about race. It has no basis in scientific reality. Ask people what their skin tone is or their perceived ethnic origin. That would make more sense.
- QUIT trying to fix things that ARE NOT priorities. SOLVE and IMPROVE traffic flow on Los Alamos limited roads. RESTRICTING thru-put does NEITHER solves safety or accidents -- as demonstrated TODAY (9/6/24). These particular road were ORIGINALLY FOUR(4) lanes. People pass across ""no-passing"" zones wouldn't have existed. MAKE traffic flow work -- INCREASE throughput, do NOT decrease it. This is IMPORTANT -- rethink pass INCORRECT thinking! Bryan Fearey
- Seniors are becoming more common in Los Alamos. This changing demographic is important to consider. Dog parks / kid parks near the DP Road community should be established.
- Several cars run red lights on Trinity Dr., right in front of the police station no less.
- Sidewalk repair is important. There is a lot of opportunity in this community to fix these. Access to the library near the judicial center is insufficient. There needs to be another crosswalk. Los Alamos county should check that all lights with pedestrian crossings are set for the maximum time for the pedestrian to cross. Hawk lights should be considered for trinity and 20th and potentially other intersections on trinity.

- Speed bumps on narrow side streets would help. For example, I often walk around the top of the Western area. One of the most dangerous spots is the area where Sandia and Trinity connect. People often zip around this narrow street on the inside edge because parking is allowed on the outside edge. They cannot see more than a few feet ahead of them. With the new quieter cars (especially electric) it is quite dangerous to be a pedestrian. Speed bumps would be a big help.
- The County continues to pursue self-defeating projects.
- The ""road"" of the Municipal Building parking lot is a prime example of an unsafe design where citizen pedestrians are at high risk of getting hit by drivers using this shortcut between Central and Iris Street.
- There isn't much point in changing laws if they're not enforced as is. Speeding is a threat to our community. People will drive 40, 50, 60 mph with people on sidewalks just a few feet away. They'll blow through crosswalks without lights or with them. Drivers feel invincible without enforcement. People are encouraged to drive because of ample parking. Fix those problems.
- Yes, it is very expensive to make the major changes needed to encourage our neighbors to spend time on their feet in this community. The biggest changes would be to focus on downtown. It is UNCOMFORTABLE to walk about downtown. Simple things like walking to any of the grocery stores (Smiths, Natural Grocers) from any other point in the townsite is not a pleasant walk—fast moving vehicles traveling too close, waiting on the side of a very fast, very busy street for a crossing light, guessing whether a driver is watching to see you as they cut across you cross while crossing on a walk light, more!). The next most dangerous zone might be around the high school—there are overpasses for pedestrians, but that doesn't support those with accessibility issues AT ALL. The construction, constant and fast traffic, the confusing center turn lane on a curved section of the road with too-fast drivers—all this makes it uncomfortable for students and any other pedestrian to spend any time in this area. Parents and kids add to the frustrations and crowding by using their vehicles more frequently to avoid having to be on foot in this zone. The storefronts (many that have shuttered in recent years) could also have a great deal more visitors if the entire area was more comfortable. It *could* be such a nice pedestrian zone with community-building business and inviting spaces. And in the end, all pedestrians need support at some time, so the access to pedestrian ways from all parking areas, plus better focused transit (more often, better routes to the townsite spaces from the neighborhoods). You need to give people a reason to choose traveling by foot as the better option, even if they drove to town/school.
- The stretch along Trinity between Diamond and Oppenheimer is uncrossable and it's very challenging being a pedestrian along that stretch (fast heavy traffic, distracted and speeding drivers). Lots of jay-walking there which will only get worse with the new development on 35th. Another problem point is the Oppenheimer/Central intersection. There's a crosswalk sign but no painted crossing path. It's heavily used by parents and children accessing the library as there is no other nearby crosswalk if approaching from the East or North. Cars go very quickly there and do not watch for pedestrians.

- The place where I see the biggest issues is the lack of pedestrian crossings at Trinity Drive from the hospital and past the Pond area. With the concerts and the businesses downtown, there should be better, safer crossings across that road. I still see families running across that road with kids in strollers, which is just ridiculous in our town. Build better and the town will feel safer to walk in for residents and tourists.

APPENDIX C

LOS ALAMOS COUNTY PEDESTRIAN MASTER PLAN RECOMMENDED IMPROVEMENTS ANALYSIS

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IMP1: 20th St and Trinity Drive

Total Score: 80 points

Proposed Pedestrian Improvement: High Visibility cross walks, signage, and RRFB for both EB/WB approaches (pedestrians travelling NB/SB)

High-Level Construction Cost Estimate:

- $5,710/each high visibility crosswalk
- $560/each signage
- $57,680/each PHB

Timeframe: Long-Term

Safety (30 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 10 points (Multiple documented concerns)

Justification: Full points were awarded due to high crash history, high speeds, and multiple safety concerns. Signal infrastructure needs updating. Multiple barriers were identified: difficulty crossing the road, driver behavior, and missing sidewalk.

Connectivity (20 points):

- Proximity to Key Destinations: 12 points (Near commercial/retail areas)

- Network Gaps: 8 points (Fills critical missing links)

Justification: Maximum points were given for excellent connectivity to key destinations and for filling critical gaps. Transit connection needs.

Equity and Accessibility (15 points):

- ADA Compliance: 7 points (non-compliant high-priority location)

- Vulnerable Populations: 8 points (High concentration of vulnerable populations)

Justification: Full points awarded for addressing high-priority ADA issues and serving vulnerable populations.

Community Support (8 points):

- Public Input Priority: 8 points (High community priority based on survey feedback)

Justification: Maximum points are given due to high community support.

Implementation Feasibility (7 points):

- Cost and Complexity: 3 point (High cost/complexity)

- Funding Opportunity: 4 points (Potential funding identified)

Justification: Lower points are due to high costs, but some potential funding has been identified.

Potential Funding Sources:

- Highway Safety Improvement Program (HSIP)
- Transportation Alternatives Program (TAP)
- Surface Transportation Block Grant Program (STBG)

- Safe Routes to School Program

IMP2: Southbound Approach at Diamond Dr and Arkansas Ave

Total Score: 80 points

Proposed Pedestrian Improvement: Repaint crossing striping

High-Level Construction Cost Estimate:

- $770/each standard crosswalk

Timeframe: Short-Term

Safety (30 points):

- Crash History: 10 points (Moderate crash history with pedestrian crashes recorded)
- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)
- Public Safety Concerns: 10 points (Documented safety concerns)

Justification: High points for safety due to moderate crash history and documented concerns.

Connectivity (17 points):

- Proximity to Key Destinations: 12 points (Near commercial/retail areas)
- Network Gaps: 5 points (Enhances existing connections)

Justification: Good connectivity to key areas and enhances the existing network.

Equity and Accessibility (17 points):

- ADA Compliance: 10 points (non-compliant high-priority location)
- Serves Vulnerable Populations: 7 points (Serves vulnerable populations)

Justification: High points for addressing ADA issues and serving vulnerable groups. Crosswalk restriping and Pedestrian signal timing needs.

Community Support (8 points):

- Public Input Priority: 8 points (Moderate to high community priority)

Justification: Strong community support.

Implementation Feasibility (8 points):

- Cost and Complexity: 3 points (Medium cost/complexity)
- Funding Opportunity: 5 points (Secured or highly likely funding)

Justification: Relatively feasible implementation with likely funding.

Potential Funding Sources:

- Local Capital Improvement Funds
- Safe Routes to School Program
- Transportation Alternatives Set-Aside (TASA)

IMP3: East of 35th St and Diamond Dr

Total Score: 70 points

Proposed Pedestrian Improvement:

Enhance landscaping on the median and add curb extensions

High-Level Construction Cost Estimate:

- $13,000/each curb extension
- $15 to $25 per square foot, depending on the selection of plants and the requirements for irrigation. for landscaping.

Timeframe: Mid-Term

Safety (27 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 7 points (Some safety concerns)

Justification: Moderate safety concerns and crash history.

Connectivity (18 points):

- Proximity to Key Destinations: 10 points (Near parks/recreation)

- Network Gaps: 8 points (Enhances existing connections)

Justification: Good connectivity to recreational areas and improves existing network.

Equity and Accessibility (14 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)

- Serves Vulnerable Populations: 7 points (Serves some vulnerable populations)

Justification: Addresses ADA issues and serves vulnerable groups.

Community Support (7 points):

- Public Input Priority: 7 points (Moderate community priority)

Justification: Moderate level of community support.

Implementation Feasibility (4 points):

- Cost and Complexity: 1 point (Medium to high cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Congestion Mitigation and Air Quality (CMAQ) Program
- Transportation Alternatives Program (TAP)
- Local Bond Measures

IMP4: Sycamore St and Diamond Dr

Total Score: 82 points

Proposed Pedestrian Improvement: Install high visibility crosswalk and RRFB

High-Level Construction Cost Estimate:

- $5,710/each high visibility crosswalk
- $14,160/each RRFB

Timeframe: Mid-Term

Safety (30 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 10 points (Documented safety concerns)

Justification: High safety points due to moderate crash history and documented concerns on a high-speed arterial.

Connectivity (20 points):

- Proximity to Key Destinations: 15 points (Near schools, parks, and civic centers)

- Network Gaps: 5 points (Enhances existing connections)

Justification: Excellent connectivity to key destinations and improves existing network.

Equity and Accessibility (17 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Serves Vulnerable Populations: 7 points (Serves vulnerable populations)

Justification: High points for addressing important ADA issues and serving vulnerable groups.

Community Support (8 points):

- Public Input Priority: 8 points (High community priority based on survey feedback)

Justification: Strong community support, nearly maximum priority.

Implementation Feasibility (7 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 4 points (Secured or highly likely funding)

Justification: Relatively feasible implementation with likely funding.

Potential Funding Sources:

- Highway Safety Improvement Program (HSIP)
- Transportation Alternatives Program (TAP)
- Safe Routes to School Program

IMP5: Sandia Dr/Orange St and Diamond Dr

Total Score: 75 points

Proposed Pedestrian Improvement: Insert marked crosswalk at northbound approach and Pedestrian Push Buttons

High-Level Construction Cost Estimate:

- $770/each standard crosswalk
- $1,200/each push button installation

Timeframe: Short-Term

Safety (26 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 6 points (Some documented concerns)

Justification: Significant safety points are due to a moderate crash history and concerns about a high-speed arterial.

Connectivity (20 points):

- Proximity to Key Destinations: 12 points (Near commercial/retail areas)

- Network Gaps: 8 points (Enhances existing connections)

Justification: Good connectivity to key areas and improves the existing network.

Equity and Accessibility (16 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)

- Serves Vulnerable Populations: 9 points (Serves vulnerable populations)

Justification: Addresses ADA issues and serves vulnerable groups.

Community Support (7 points):

- Public Input Priority: 7 points (Moderate community priority)

Justification: Moderate level of community support.

Implementation Feasibility (6 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Local Capital Improvement Funds
- Surface Transportation Block Grant Program (STBG)
- Transportation Alternatives Set-Aside (TASA)

IMP6: Eastbound Approach at Canyon Rd and Diamond Dr

Total Score: 90 points

Proposed Pedestrian Improvement: Repaint pedestrian crossing striping and add Leading pedestrian interval

High-Level Construction Cost Estimate:

- $770/each standard crosswalk
- $1,500/ped signal re-timing

Timeframe: Short-Term

Safety (30 points):

- Crash History: 15 points (High crash location with pedestrian crashes recorded)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 5 points (Documented safety concerns)

Justification: High safety points due to crash history and high-speed arterial location. Multiple barriers were identified: difficulty crossing the road and driver behavior.

Connectivity (25 points):

- Proximity to Key Destinations: 15 points (Near schools, parks, and civic centers)

- Network Gaps: 10 points (Fills critical missing links)

Justification: Maximum points for excellent connectivity to key destinations and filling critical gaps.

Equity and Accessibility (20 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Vulnerable Populations: 10 points (High concentration of vulnerable populations)

Justification: Full points for addressing high-priority ADA issues and serving vulnerable populations.

Community Support (8 points):

- Public Input Priority: 8 points (High community priority based on survey feedback)

Justification: Maximum points due to high community support.

Implementation Feasibility (7 points):

- Cost and Complexity: 4 points (Medium to low cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Highway Safety Improvement Program (HSIP)
- Local Capital Improvement Funds
- Surface Transportation Block Grant Program (STBG)

IMP7: Oppenheimer Dr and Trinity Dr

Total Score: 69 points

Proposed Pedestrian Improvement: Repaint pedestrian crossing striping

High-Level Construction Cost Estimate:

- $770/each standard crosswalk

Timeframe: Short-Term

Safety (23 points):

- Crash History: 5 points (No crashes but identified safety concern)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 8 points (Documented safety concerns)

Justification: Moderate safety points due to identified concerns on a high-speed arterial, despite no recorded crashes.

Connectivity (20 points):

- Proximity to Key Destinations: 12 points (Near commercial/retail areas)

- Network Gaps: 8 points (Enhances existing connections)

Justification: Good connectivity to key areas and improves the existing network.

Equity and Accessibility (15 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)

- Serves Vulnerable Populations: 8 points (Serves some vulnerable populations)

Justification: Addresses ADA issues and serves vulnerable groups.

Community Support (6 points):

- Public Input Priority: 6 points (Moderate community priority)

Justification: Moderate level of community support.

Implementation Feasibility (5 points):

- Cost and Complexity: 2 points (Medium to high cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Local Capital Improvement Funds
- Transportation Alternatives Set-Aside (TASA)

IMP8: Knecht St and Trinity Dr

Total Score: 75 points

Proposed Pedestrian Improvement: Repaint high visibility pedestrian crossing striping

High-Level Construction Cost Estimate:

- $5,710/each High Visibility Crosswalk

Timeframe: Short-Term

Safety (26 points):

- Crash History: 10 points (High crash history with pedestrian crashes record)
- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)
- Public Safety Concerns: 6 points (Some documented concerns)

Justification: Significant safety points are due to a moderate crash history and concerns about a high-speed arterial.

Connectivity (20 points):

- Proximity to Key Destinations: 12 points (Near commercial/retail areas)
- Network Gaps: 8 points (Enhances existing connections)

Justification: Good connectivity to key areas and improves the existing network.

Equity and Accessibility (17 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)
- Serves Vulnerable Populations: 10 points (High concentration of vulnerable populations)

Justification: Addresses ADA issues and serves a high concentration of vulnerable groups.

Community Support (6 points):

- Public Input Priority: 6 points (Moderate community priority)

Justification: Moderate level of community support.

Implementation Feasibility (6 points):

- Cost and Complexity: 3 points (Medium cost/complexity)
- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Local Capital Improvement Funds
- Transportation Alternatives Program (TAP)
- Surface Transportation Block Grant Program (STBG)

IMP9: 35th St and Villa St

Total Score: 65 points

Proposed Pedestrian Improvement: Install pedestrian crossing and signage for both EB/WB approaches (pedestrians travelling NB/SB)

High-Level Construction Cost Estimate:

- $770/each standard crosswalk
- $300/each sign

Timeframe: Mid-Term

Safety (22 points):

- Crash History: 5 points (No crashes but identified safety concern)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 7 points (Documented safety concerns)

Justification: Moderate safety points due to identified concerns on a high-speed arterial, despite no recorded crashes.

Connectivity (18 points):

- Proximity to Key Destinations: 10 points (Near parks/recreation)

- Network Gaps: 8 points (Enhances existing connections)

Justification: Good connectivity to recreational areas and improves existing network.

Equity and Accessibility (15 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)

- Serves Vulnerable Populations: 8 points (Serves some vulnerable populations)

Justification: Addresses ADA issues and serves vulnerable groups.

Community Support (5 points):

- Public Input Priority: 5 points (Moderate to low community priority)

Justification: Moderate to low level of community support.

Implementation Feasibility (5 points):

- Cost and Complexity: 2 points (Medium to high cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Transportation Alternatives Program (TAP)
- Local Capital Improvement Funds
- Community Development Block Grants (CDBG)

IMP10: Canyoncito Montessori School

Total Score: 72 points

Proposed Pedestrian Improvement: Install 2 school zone signs (one at each endpoint)

High-Level Construction Cost Estimate:

- $300/each sign

Timeframe: Short-Term

Safety (25 points):

- Crash History: 5 points (No crashes but identified safety concern)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 10 points (Multiple documented concerns)

Justification: High safety points due to multiple documented concerns near a school, despite no recorded crashes. Safe routes to school.

Connectivity (18 points):

- Proximity to Key Destinations: 15 points (School)

- Network Gaps: 3 points (Minor enhancement to existing connections)

Justification: High points for proximity to a school but lower for network gaps.

Equity and Accessibility (16 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)

- Serves Vulnerable Populations: 9 points (Serves vulnerable populations - children)

Justification: Addresses ADA issues and serves vulnerable groups (school children).

Community Support (7 points):

- Public Input Priority: 7 points (Moderate community priority)

Justification: Moderate level of community support.

Implementation Feasibility (6 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Safe Routes to School Program (Primary)
- Local Capital Improvement Funds
- Transportation Alternatives Set-Aside (TASA)

IMP11: Rose St and Spruce St

Total Score: 64 points

Proposed Pedestrian Improvement: Install crosswalk striping to direct pedestrian traffic to north side with sidewalk

High-Level Construction Cost Estimate:

- $770/each standard crosswalk

Timeframe: Short-Term

Safety (22 points):

- Crash History: 5 points (No crashes but identified safety concern)
- Vehicle Speeds and Volumes: 7 points (Collector Street)
- Public Safety Concerns: 10 points (Multiple documented concerns)

Justification: Moderate safety points due to documented concerns on Collector Street.

Connectivity (17 points):

- Proximity to Key Destinations: 10 points (Near parks/recreation)
- Network Gaps: 7 points (Enhances existing connections)

Justification: Good connectivity to recreational areas and improves existing network.

Equity and Accessibility (14 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)
- Serves Vulnerable Populations: 7 points (Serves some vulnerable populations)

Justification: Addresses ADA issues and serves vulnerable groups.

Community Support (6 points):

- Public Input Priority: 6 points (Moderate community priority)

Justification: Moderate level of community support.

Implementation Feasibility (5 points):

- Cost and Complexity: 2 points (Medium to high cost/complexity)
- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Local Capital Improvement Funds
- Transportation Alternatives Set-Aside (TASA)

IMP12: Trinity Dr from 20th St to Knecht St

Total Score: 94 points

Proposed Pedestrian Improvement: Install speed feedback sign

High-Level Construction Cost Estimate:

- $3,000 - $7,000/sign

Timeframe: Short-Term

Safety (32 points):

- Crash History: 15 points (High crash location)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 7 points (Documented safety concerns)

Justification: High safety points due to crash history and high-speed arterial location. Multiple barriers were identified: difficulty crossing the road, driver behavior, missing sidewalks, and tripping hazards—multiple public Survey-identified barriers.

Connectivity (24 points):

- Proximity to Key Destinations: 15 points (Near schools, parks, and civic centers)

- Network Gaps: 9 points (Fills important network gaps)

Justification: High points for excellent connectivity to key destinations and filling critical gaps.

Equity and Accessibility (19 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Serves Vulnerable Populations: 9 points (Serves vulnerable populations)

Justification: High points for addressing high-priority ADA issues and serving vulnerable populations.

Community Support (10 points):

- Public Input Priority: 10 points (High community priority)

Justification: Strong community support, nearly maximum priority.

Implementation Feasibility (9 points):

- Cost and Complexity: 4 points (Medium to low cost/complexity)

- Funding Opportunity: 5 points (Secured or highly likely funding)

Justification: High feasibility due to likely funding and moderate cost.

Potential Funding Sources:

- Highway Safety Improvement Program (HSIP)
- Surface Transportation Block Grant Program (STBG)
- Local Capital Improvement Funds

IMP13: Hawk Dr and San Ildefonso Rd (school zone)

Total Score: 86 points

Proposed Pedestrian Improvement: Install stop signs at eastbound and westbound approaches and upgrade curb ramps to meet ADA standards.

High-Level Construction Cost Estimate:

- $300/each sign
- $700-$3,500/each curb ramp reconstruction (depends on level of reconstruction.)

Timeframe: Long-Term

Safety (27 points):

- Crash History: 10 points (Moderate crash location)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 7 points (Documented safety concerns in a school zone)

Justification: Very high safety points due to crash history, high-speed arterial, and school zone location. Multiple barriers were identified: difficulty crossing the road and driver behavior.

Connectivity (23 points):

- Proximity to Key Destinations: 15 points (School)

- Network Gaps: 8 points (Fills critical missing links)

Justification: Maximum points for proximity to school and filling critical gaps.

Equity and Accessibility (20 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Vulnerable Populations: 10 points (High concentration of vulnerable populations - children)

Justification: Full points for addressing high-priority ADA issues and serving vulnerable populations (school children).

Community Support (8 points):

- Public Input Priority: 8 points (High community priority)

Justification: Maximum points due to high community support for school zone safety.

Implementation Feasibility (8 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 5 points (Secured or highly likely funding)

Justification: Good feasibility due to likely funding, despite medium complexity.

Potential Funding Sources:

- Safe Routes to School Program (Primary)
- ADA Compliance Grants
- Transportation Alternatives Program (TAP)
- Highway Safety Improvement Program (HSIP)

IMP14: Oppenheimer Dr and Central Ave

Total Score: 76 points

Proposed Pedestrian Improvement: Install pedestrian crossing on WB approach (for pedestrians traveling NB/SB).

High-Level Construction Cost Estimate:

- $770/each standard crosswalk

Timeframe: Short-Term

Safety (26 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 6 points (Some documented concerns)

Justification: Significant safety points are due to a moderate crash history and concerns about a high-speed arterial.

Connectivity (20 points):

- Proximity to Key Destinations: 12 points (Near commercial/retail areas)

- Network Gaps: 8 points (Enhances existing connections)

Justification: Good connectivity to key areas and improves the existing network.

Equity and Accessibility (17 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)

- Vulnerable Populations: 10 points (High concentration of vulnerable populations)

Justification: Addresses ADA issues and serves a high concentration of vulnerable groups.

Community Support (7 points):

- Public Input Priority: 7 points (Moderate community priority)

Justification: Moderate level of community support.

Implementation Feasibility (6 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Local Capital Improvement Funds
- Transportation Alternatives Set-Aside (TASA)
- Surface Transportation Block Grant Program (STBG)

IMP15: Central Ave and 6th St

Total Score: 82 points

Proposed Pedestrian Improvement: Repaint crosswalk to match red standard style used in the West.

High-Level Construction Cost Estimate:

- $2,090/each standard crosswalk with red interior

Timeframe: Short-Term

Safety (28 points):

- Crash History: 10 points (Moderate crash history with pedestrian crashes record)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 8 points (Documented safety concerns)

Justification: High safety points due to moderate crash history and documented concerns on a high-speed arterial. Multiple barriers were identified: difficulty crossing the road, driver behavior, and tripping hazards. Public Survey-identified barriers.

Connectivity (22 points):

- Proximity to Key Destinations: 15 points (Near schools, parks, and civic centers)

- Network Gaps: 7 points (Enhances existing connections)

Justification: Excellent connectivity to key destinations and improves existing network.

Equity and Accessibility (18 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Serves Vulnerable Populations: 8 points (Serves vulnerable populations)

Justification: High points for addressing important ADA issues and serving vulnerable groups.

Community Support (8 points):

- Public Input Priority: 8 points (High community priority)

Justification: Strong community support.

Implementation Feasibility (6 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Highway Safety Improvement Program (HSIP)
- Surface Transportation Block Grant Program (STBG)
- Local Capital Improvement Funds

IMP16: Trinity Dr from 20th St to Knecht St

Total Score: 82 points

Proposed Pedestrian Improvement: Sidewalk reconstruction - increase sidewalk widths that are 5 ft or less and ensure ADA curb ramp compliance.

High-Level Construction Cost Estimate:

- $410/linear foot

Timeframe: Long-Term

Safety (31 points):

- Crash History: 15 points (High crash location)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 6 points (Documented safety concerns)

Justification: Very high safety points due to crash history and high-speed arterial location. Multiple barriers were identified: difficulty crossing the road, driver behavior, missing sidewalks, and tripping hazards.

Connectivity (19 points):

- Proximity to Key Destinations: 12 points (Near commercial/retail areas)

- Network Gaps: 7 points (Fills important network gaps)

Justification: High points for excellent connectivity to key destinations and filling critical gaps.

Equity and Accessibility (17 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Serves Vulnerable Populations: 7 points (Serves vulnerable populations)

Justification: High points for addressing high-priority ADA issues and serving vulnerable populations.

Community Support (8 points):

- Public Input Priority: 8 points (High community priority)

Justification: Maximum points due to high community support.

Implementation Feasibility (7 points):

- Cost and Complexity: 4 points (Medium to low cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Infrastructure Investment and Jobs Act (IIJA) Grants
- BUILD Transportation Grants
- ADA Compliance Grants
- Community Development Block Grants (CDBG)

IMP17: Central Ave from Bathtub Row to 6th St

Total Score: 85 points

Proposed Pedestrian Improvement: Incorporate wayfinding, appropriate pedestrian amenities, and art to enhance the pedestrian experience.

High-Level Construction Cost Estimate:

- Varies largely on involvement of artists; type and style of amenities; creation and implementation of wayfinding branding

Timeframe: Long-Term

Safety (29 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 9 points (Multiple documented concerns)

Justification: High safety points due to moderate crash history and multiple concerns on a high-speed arterial. Multiple barriers were identified: difficulty crossing the road, driver behavior, missing sidewalks, and tripping hazards.

Connectivity (24 points):

- Proximity to Key Destinations: 15 points (Near schools, parks, and civic centers)

- Network Gaps: 9 points (Fills important network gaps)

Justification: High points for excellent connectivity to key destinations and filling critical gaps.

Equity and Accessibility (19 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Serves Vulnerable Populations: 9 points (Serves vulnerable populations)

Justification: High points for addressing high-priority ADA issues and serving vulnerable populations.

Community Support (7 points):

- Public Input Priority: 7 points (Medium community priority)

Justification: Strong community support, nearly maximum priority.

Implementation Feasibility (6 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Infrastructure Investment and Jobs Act (IIJA) Grants
- BUILD Transportation Grants
- Community Development Block Grants (CDBG)
- Public-Private Partnerships

IMP18: Rover Blvd near Rover Park and Ponderosa Montessori School

Total Score: 98 points

Proposed Pedestrian Improvement: Install pedestrian crossing, signage, and RRFBs on WB approach (for pedestrians traveling NB/SB).

High-Level Construction Cost Estimate:

- $770/each standard crosswalk
- $300/each sign
- $14,160/each RRFB

Timeframe: Mid-Term

Safety (35 points):

- Crash History: 15 points (High crash location with pedestrian crashes recorded)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 10 points (Multiple documented concerns near school and park)

Justification: Very high safety points due to crash history, high-speed arterial, and proximity to school and park.

Connectivity (25 points):

- Proximity to Key Destinations: 15 points (School and park)

- Network Gaps: 10 points (Fills critical missing links)

Justification: Maximum points for proximity to school and park and filling critical gaps.

Equity and Accessibility (20 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Serves Vulnerable Populations: 10 points (High concentration of vulnerable populations - children)

Justification: Full points for addressing high-priority ADA issues and serving vulnerable populations (school children).

Community Support (10 points):

- Public Input Priority: 10 points (High community priority)

Justification: Maximum points due to high community support for school and park safety.

Implementation Feasibility (8 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 5 points (Secured or highly likely funding)

Justification: Good feasibility due to likely funding, despite medium complexity.

Potential Funding Sources:

- Highway Safety Improvement Program (HSIP)
- Safe Routes to School Program (Primary)
- Transportation Alternatives Program (TAP)
- Surface Transportation Block Grant Program (STBG)

IMP19: Trinity Dr from Oppenheimer Dr to 20th St

Total Score: 89 points

Proposed Pedestrian Improvement: Widen sidewalks and add landscaped buffer zones.

High-Level Construction Cost Estimate:

- $410/linear foot of concrete sidewalk
- $15 to $25 per square foot, depending on the selection of plants and the requirements for irrigation for landscaped buffers

Timeframe: Long-Term

Safety (33 points):

- Crash History: 15 points (High crash location with pedestrian crashes recorded)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 8 points (Multiple documented concerns)

Justification: Very high safety points due to crash history, pedestrian crashes, and high-speed arterial location. Multiple barriers were identified: difficulty crossing the road, driver behavior, missing sidewalks, and tripping hazards.

Connectivity (23 points):

- Proximity to Key Destinations: 15 points (Near schools, parks, and civic centers)

- Network Gaps: 8 points (Fills critical missing links)

Justification: Maximum points for excellent connectivity to key destinations and filling critical gaps.

Equity and Accessibility (18 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Vulnerable Populations: 8 points (Serves vulnerable populations)

Justification: Full points for addressing high-priority ADA issues and serving vulnerable populations.

Community Support (8 points):

- Public Input Priority: 8 points (High community priority)

Justification: Maximum points due to high community support.

Implementation Feasibility (7 points):

- Cost and Complexity: 4 points (Medium to low cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Infrastructure Investment and Jobs Act (IIJA) Grants
- BUILD Transportation Grants
- Community Development Block Grants (CDBG)
- Surface Transportation Block Grant Program (STBG)

IMP20: Southeast Corner of Trinity Dr and Diamond Dr

Total Score: 85 points

Proposed Pedestrian Improvement: Install crosswalk striping and RRFBs.

High-Level Construction Cost Estimate:

- $770/each standard crosswalk
- $14,160/each RRFB

Timeframe: Mid-Term

Safety (31 points):

- Crash History: 15 points (High crash location)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 6 points (Documented safety concerns)

Justification: High safety points due to crash history and high-speed arterial location. Multiple barriers were identified: difficulty crossing the road, driver behavior, missing sidewalks, and tripping hazards.

Connectivity (23 points):

- Proximity to Key Destinations: 15 points (Near schools, parks, and civic centers)

- Network Gaps: 8 points (Enhances existing connections)

Justification: High points for excellent connectivity to key destinations and improving the existing network.

Equity and Accessibility (18 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Serves Vulnerable Populations: 8 points (Serves vulnerable populations)

Justification: High points for addressing high-priority ADA issues and serving vulnerable populations.

Community Support (8 points):

- Public Input Priority: 8 points (High community priority)

Justification: Strong community support.

Implementation Feasibility (5 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 2 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Highway Safety Improvement Program (HSIP)
- Transportation Alternatives Program (TAP)
- Surface Transportation Block Grant Program (STBG)

IMP21: Diamond Dr and Trinity Dr

Total Score: 88 points

Proposed Pedestrian Improvement: Leading pedestrian interval

High-Level Construction Cost Estimate:

- $1,500/ped signal re-timing

Timeframe: Short-Term

Safety (32 points):

- Crash History: 15 points (High crash location with pedestrian crashes recorded)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 7 points (Documented safety concerns)

Justification: Very high safety points due to crash history, pedestrian crashes, and high-speed arterial location. Multiple barriers were identified: difficulty crossing the road, driver behavior, missing sidewalks, and tripping hazards.

Connectivity (23 points):

- Proximity to Key Destinations: 15 points (Near schools, parks, and civic centers)

- Network Gaps: 8 points (Enhances existing connections)

Justification: High points for excellent connectivity to key destinations and improving the existing network.

Equity and Accessibility (19 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Serves Vulnerable Populations: 9 points (Serves vulnerable populations)

Justification: High points for addressing high-priority ADA issues and serving vulnerable populations.

Community Support (8 points):

- Public Input Priority: 8 points (High community priority)

Justification: Strong community support.

Implementation Feasibility (6 points):

- Cost and Complexity: 3 points (Medium to low cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Highway Safety Improvement Program (HSIP)
- Local Capital Improvement Funds
- Surface Transportation Block Grant Program (STBG)

IMP22: San Ildefonso Dr and Camino Uva

Total Score: 80 points

Proposed Pedestrian Improvement: Upgrade curb ramps to meet ADA standards.

High-Level Construction Cost Estimate:

$700-$3,500/each curb ramp reconstruction (depends on level of reconstruction.)

Timeframe: Mid-Term

Safety (28 points):

- Crash History: 10 points (Moderate crash history)
- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)
- Public Safety Concerns: 8 points (Documented safety concerns)

Justification: High safety points due to moderate crash history and concerns on a high-speed arterial.

Connectivity (21 points):

- Proximity to Key Destinations: 12 points (Near commercial/retail areas)
- Network Gaps: 9 points (Fills crucial network gaps)

Justification: Good connectivity to key areas and fills essential gaps in the network.

Equity and Accessibility (17 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)
- Serves Vulnerable Populations: 10 points (High concentration of vulnerable populations)

Justification: Addresses ADA issues and serves a high concentration of vulnerable groups.

Community Support (7 points):

- Public Input Priority: 7 points (Moderate community priority)

Justification: Moderate level of community support.

Implementation Feasibility (7 points):

- Cost and Complexity: 3 points (Medium cost/complexity)
- Funding Opportunity: 4 points (Potential funding identified with good prospects)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- ADA Compliance Grants
- Transportation Alternatives Program (TAP)
- Local Capital Improvement Funds

IMP23: Olive St Trailhead

Total Score: 76 points

Proposed Pedestrian Improvement: Restripe crosswalk (connection to trailhead) and install advanced pedestrian warning signing and crosswalk signing.

High-Level Construction Cost Estimate:

- $770/each standard crosswalk
- $300/each sign

Timeframe: Short-Term

Safety (27 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 7 points (Documented safety concerns)

Justification: High safety points due to moderate crash history and concerns on a high-speed arterial.

Connectivity (20 points):

- Proximity to Key Destinations: 12 points (Near recreational areas)

- Network Gaps: 8 points (Enhances existing connections)

Justification: Good connectivity to recreational areas and improves existing network.

Equity and Accessibility (16 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)

- Serves Vulnerable Populations: 9 points (Serves vulnerable populations)

Justification: Addresses ADA issues and serves vulnerable groups.

Community Support (7 points):

- Public Input Priority: 7 points (Moderate community priority)

Justification: Moderate level of community support.

Implementation Feasibility (6 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Transportation Alternatives Program (TAP)
- Local Capital Improvement Funds
- Recreational Trails Program

IMP24: Canyon Rd and Central Ave

Total Score: 84 points

Proposed Pedestrian Improvement: Install high visibility crosswalk and RRFBs

High-Level Construction Cost Estimate:

- $5,710/each high vis. crosswalk
- $14,160/each RRFB

Timeframe: Short-Term

Safety (29 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 9 points (Multiple documented concerns)

Justification: High safety points due to moderate crash history and multiple concerns on a high-speed arterial. Multiple barriers were identified: difficulty crossing the road, driver behavior, missing sidewalks, and tripping hazards.

Connectivity (22 points):

- Proximity to Key Destinations: 15 points (Near schools, parks, and civic centers)

- Network Gaps: 7 points (Enhances existing connections)

Justification: Excellent connectivity to key destinations and improves existing network.

Equity and Accessibility (18 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Serves Vulnerable Populations: 8 points (Serves vulnerable populations)

Justification: High points for addressing important ADA issues and serving vulnerable groups.

Community Support (9 points):

- Public Input Priority: 9 points (High community priority)

Justification: Strong community support, nearly maximum priority.

Implementation Feasibility (6 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Highway Safety Improvement Program (HSIP)
- Transportation Alternatives Program (TAP)
- Surface Transportation Block Grant Program (STBG)

IMP25: Sherwood Blvd - Piedra Loop to Aztec Ave

Total Score: 94 points

Proposed Pedestrian Improvement: Improve lighting

High-Level Construction Cost Estimate:

- $5,000/each streetlight

Timeframe: Mid-Term

Safety (32 points):

- Crash History: 15 points (High crash location)
- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)
- Public Safety Concerns: 7 points (Documented safety concerns)

Justification: High safety points due to crash history and high-speed arterial location.

Connectivity (24 points):

- Proximity to Key Destinations: 15 points (Near schools, parks, and civic centers)
- Network Gaps: 9 points (Fills important network gaps)

Justification: High points for excellent connectivity to key destinations and filling critical gaps.

Equity and Accessibility (19 points):

- ADA Compliance: 10 points (non-compliant high-priority location)
- Serves Vulnerable Populations: 9 points (Serves vulnerable populations)

Justification: High points for addressing high-priority ADA issues and serving vulnerable populations.

Community Support (10 points):

- Public Input Priority: 10 points (High community priority)

Justification: Maximum points due to high community support.

Implementation Feasibility (9 points):

- Cost and Complexity: 4 points (Medium to low cost/complexity)
- Funding Opportunity: 5 points (Secured or highly likely funding)

Justification: High feasibility due to likely funding and moderate cost.

Potential Funding Sources:

- Highway Safety Improvement Program (HSIP)
- Surface Transportation Block Grant Program (STBG)
- Community Development Block Grants (CDBG)

IMP26: NM-4 near Monte Rey Dr

Total Score: 86 points

Proposed Pedestrian Improvement: Install speed feedback sign

High-Level Construction Cost Estimate:

- $3,000 - $7,000/sign

Timeframe: Short-Term

Safety (31 points):

- Crash History: 15 points (High crash location with pedestrian crashes recorded)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 6 points (Documented safety concerns)

Justification: Very high safety points due to crash history, pedestrian crashes, and high-speed arterial location.

Connectivity (23 points):

- Proximity to Key Destinations: 15 points (Near schools, parks, and civic centers)

- Network Gaps: 8 points (Enhances existing connections)

Justification: High points for excellent connectivity to key destinations and improving the existing network.

Equity and Accessibility (18 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Serves Vulnerable Populations: 8 points (Serves vulnerable populations)

Justification: High points for addressing high-priority ADA issues and serving vulnerable populations.

Community Support (8 points):

- Public Input Priority: 8 points (High community priority)

Justification: Strong community support.

Implementation Feasibility (6 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Highway Safety Improvement Program (HSIP)
- Surface Transportation Block Grant Program (STBG)
- State Transportation Innovation Grants

IMP27: NM-4 near Karen Circle

Total Score: 80 points

Proposed Pedestrian Improvement: Install speed feedback sign

High-Level Construction Cost Estimate:

- $3,000 - $7,000/sign

Timeframe: Short-Term

Safety (28 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 8 points (Documented safety concerns)

Justification: High safety points due to moderate crash history and concerns on a high-speed arterial.

Connectivity (21 points):

- Proximity to Key Destinations: 12 points (Near commercial/retail areas)

- Network Gaps: 9 points (Fills important network gaps)

Justification: Good connectivity to key areas and fills essential gaps in the network.

Equity and Accessibility (17 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)

- Vulnerable Populations: 10 points (High concentration of vulnerable populations)

Justification: Addresses ADA issues and serves a high concentration of vulnerable groups.

Community Support (7 points):

- Public Input Priority: 7 points (Moderate community priority)

Justification: Moderate level of community support.

Implementation Feasibility (7 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 4 points (Potential funding identified with good prospects)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Highway Safety Improvement Program (HSIP)
- Surface Transportation Block Grant Program (STBG)
- State Transportation Innovation Grants

IMP28: S Peach St from Nectar St to S Sage Loop

Total Score: 73 points

Proposed Pedestrian Improvement: Connect sidewalks

High-Level Construction Cost Estimate:

- $410/linear foot of concrete sidewalk

Timeframe: Long-Term

Safety (25 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 7 points (Collector Street)

- Public Safety Concerns: 8 points (Documented safety concerns)

Justification: Significant safety points are due to a moderate crash history and concerns about collector street.

Connectivity (19 points):

- Proximity to Key Destinations: 12 points (Near residential areas)

- Network Gaps: 7 points (Enhances existing connections)

Justification: Good connectivity to residential areas and improving existing network.

Equity and Accessibility (16 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)

- Serves Vulnerable Populations: 9 points (Serves vulnerable populations)

Justification: Addresses ADA issues and serves vulnerable groups.

Community Support (7 points):

- Public Input Priority: 7 points (Moderate community priority)

Justification: Moderate level of community support.

Implementation Feasibility (6 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Community Development Block Grants (CDBG)
- Local Bond Measures
- Infrastructure Investment and Jobs Act (IIJA) Grants

IMP29: 9th St and Iris St

Total Score: 78 points

Proposed Pedestrian Improvement: ADA curb ramp reconstruction

High-Level Construction Cost Estimate:

- $700-$3,500/each curb ramp reconstruction (depends on level of reconstruction.)

Timeframe: Mid-Term

Safety (27 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 7 points (Documented safety concerns)

Justification: High safety points due to moderate crash history and concerns on a high-speed arterial.

Connectivity (20 points):

- Proximity to Key Destinations: 12 points (Near commercial/retail areas)

- Network Gaps: 8 points (Enhances existing connections)

Justification: Good connectivity to key areas and improves the existing network.

Equity and Accessibility (16 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)

- Serves Vulnerable Populations: 9 points (Serves vulnerable populations)

Justification: Addresses ADA issues and serves vulnerable groups.

Community Support (8 points):

- Public Input Priority: 8 points (High community priority)

Justification: Strong community support.

Implementation Feasibility (7 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 4 points (Potential funding identified with good prospects)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- ADA Compliance Grants
- Local Capital Improvement Funds
- Transportation Alternatives Set-Aside (TASA)

IMP30: San Ildefonso Rd near Big Rock Loop

Total Score: 83 points

Proposed Pedestrian Improvement: Install crosswalk

High-Level Construction Cost Estimate:

- $770/each standard crosswalk

Timeframe: Short-Term

Safety (28 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 8 points (Documented safety concerns)

Justification: High safety points due to moderate crash history and concerns on a high-speed arterial. Multiple barriers were identified: difficulty crossing the road, missing sidewalk, and lack of/poor lighting.

Connectivity (21 points):

- Proximity to Key Destinations: 12 points (Near residential areas)

- Network Gaps: 9 points (Fills important network gaps)

Justification: Good connectivity to residential areas and fills essential gaps in the network.

Equity and Accessibility (17 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)

- Serves Vulnerable Populations: 10 points (High concentration of vulnerable populations)

Justification: Addresses ADA issues and serves a high concentration of vulnerable groups.

Community Support (10 points):

- Public Input Priority: 10 points (High community priority)

Justification: Moderate level of community support.

Implementation Feasibility (7 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 4 points (Potential funding identified with good prospects)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Local Capital Improvement Funds
- Transportation Alternatives Program (TAP)
- Surface Transportation Block Grant Program (STBG)

IMP31: Meadow Ln from Rover Blvd to Trail Entrance

Total Score: 86 points

Proposed Pedestrian Improvement: Widen sidewalks and make curb ramps compliant.

High-Level Construction Cost Estimate:

- $410/linear foot of concrete sidewalk
- $700-$3,500/each curb ramp reconstruction (depending on level of reconstruction.)

Timeframe: Long-Term

Safety (29 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 9 points (Multiple documented concerns)

Justification: High safety points due to moderate crash history and multiple concerns on a high-speed arterial.

Connectivity (22 points):

- Proximity to Key Destinations: 15 points (Near parks and recreation)

- Network Gaps: 7 points (Enhances existing connections)

Justification: Excellent connectivity to recreational areas and improves existing network.

Equity and Accessibility (18 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Serves Vulnerable Populations: 8 points (Serves vulnerable populations)

Justification: High points for addressing important ADA issues and serving vulnerable groups.

Community Support (9 points):

- Public Input Priority: 9 points (High community priority)

Justification: Strong community support, nearly maximum priority.

Implementation Feasibility (8 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 5 points (Secured or highly likely funding)

Justification: Good feasibility due to likely funding, despite medium complexity.

Potential Funding Sources:

- Infrastructure Investment and Jobs Act (IIJA) Grants
- ADA Compliance Grants
- Transportation Alternatives Program (TAP)
- Recreational Trails Program

IMP32: Myrtle St - 9th St to 5th St

Total Score: 72 points

Proposed Pedestrian Improvement: Connect sidewalk on N side. Opportunity to implement amenities/art/wayfinding in Myrtle Street Green Park.

High-Level Construction Cost Estimate:

- $410/linear foot of concrete sidewalk

Timeframe: Mid-Term

Safety (26 points):

- Crash History: 10 points (Moderate crash history)

- Vehicle Speeds and Volumes: 7 points (Collector Street)

- Public Safety Concerns: 9 points (Multiple documented concerns)

Justification: Significant safety points are due to a moderate crash history and multiple concerns on a collector street.

Connectivity (19 points):

- Proximity to Key Destinations: 12 points (Near residential areas)

- Network Gaps: 7 points (Enhances existing connections)

Justification: Good connectivity to residential areas and improving existing network.

Equity and Accessibility (15 points):

- ADA Compliance: 7 points (non-compliant medium-priority location)

- Serves Vulnerable Populations: 8 points (Serves some vulnerable populations)

Justification: Addresses ADA issues and serves vulnerable groups.

Community Support (6 points):

- Public Input Priority: 6 points (Moderate community priority)

Justification: Moderate level of community support.

Implementation Feasibility (6 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Community Development Block Grants (CDBG)
- Local Bond Measures
- Transportation Alternatives Program (TAP)

IMP33: End of Sierra Vista Dr/Entrance to Trail

Total Score: 85 points

Proposed Pedestrian Improvement: Install ADA compliant curb ramps on end of sidewalk and entrance to trail.

High-Level Construction Cost Estimate:

- $700-$3,500/each curb ramp reconstruction (depends on level of reconstruction.)

Timeframe: Mid-Term

Safety (30 points):

- Crash History: 15 points (High crash location)

- Vehicle Speeds and Volumes: 7 points (Collector Street)

- Public Safety Concerns: 8 points (Documented safety concerns)

Justification: High safety points due to crash history and documented concerns, despite being on a collector street.

Connectivity (21 points):

- Proximity to Key Destinations: 15 points (Near parks and recreation)

- Network Gaps: 6 points (Enhances existing connections)

Justification: Excellent connectivity to recreational areas and improves existing network.

Equity and Accessibility (18 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Serves Vulnerable Populations: 8 points (Serves vulnerable populations)

Justification: High points for addressing important ADA issues and serving vulnerable groups.

Community Support (9 points):

- Public Input Priority: 9 points (High community priority)

Justification: Strong community support, nearly maximum priority.

Implementation Feasibility (7 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 4 points (Potential funding identified with good prospects)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- ADA Compliance Grants
- Recreational Trails Program
- Transportation Alternatives Program (TAP)

IMP34: San Ildefonso Rd and N Mesa Park Rd

Total Score: 87 points

Proposed Pedestrian Improvement: Install crosswalk and ADA compliant curb ramps on EB approach (to direct ped traffic to continued sidewalk on north side).

High-Level Construction Cost Estimate:

- $5,710/each high vis. crosswalk
- $700-$3,500/each curb ramp reconstruction (depending on level of reconstruction.)

Timeframe: Mid-Term

Safety (31 points):

- Crash History: 15 points (High crash location)

- Vehicle Speeds and Volumes: 10 points (High speed and volume arterial)

- Public Safety Concerns: 6 points (Documented safety concerns)

Justification: Very high safety points due to crash history and high-speed arterial location. Multiple barriers were identified: difficulty crossing the road and no ADA curb ramp.

Connectivity (23 points):

- Proximity to Key Destinations: 15 points (Near schools, parks, and civic centers)

- Network Gaps: 8 points (Enhances existing connections)

Justification: High points for excellent connectivity to key destinations and improving the existing network.

Equity and Accessibility (19 points):

- ADA Compliance: 10 points (non-compliant high-priority location)

- Serves Vulnerable Populations: 9 points (Serves vulnerable populations)

Justification: High points for addressing high-priority ADA issues and serving vulnerable populations.

Community Support (8 points):

- Public Input Priority: 8 points (High community priority)

Justification: Strong community support.

Implementation Feasibility (6 points):

- Cost and Complexity: 3 points (Medium cost/complexity)

- Funding Opportunity: 3 points (Potential funding identified)

Justification: Moderate feasibility with potential funding identified.

Potential Funding Sources:

- Highway Safety Improvement Program (HSIP)
- ADA Compliance Grants
- Transportation Alternatives Program (TAP)
- Surface Transportation Block Grant Program (STBG)

County of Los Alamos

Staff Report

April 08, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	1)
Index (Council Goals):	Quality Governance - Intergovernmental and Regional Relations
Presenters:	Danielle Duran, Intergovernmental Affairs Manager
Legislative File:	**19952-25**

Title

2025 Legislative Session Update and Quarterly Intergovernmental Update Presentation

Body

The Council will receive an update on the 2025 Legislative Session. Information about the full session as well as bills relating to the 2025 LAC State Priorities will be provided by the Intergovernmental Affairs Manager. This will be followed by a brief Quarterly Update on Intergovernmental Affairs other than the legislative session..

Attachments

A - 2025 State Agenda
B - 2025 Legislative Session Update and Quarterly Update Presentation
C - Regional Issues Worksheet

Los Alamos County Council 2025
State Legislative Agenda

Statement
Los Alamos County supports legislation that will benefit all New Mexicans, while improving the effectiveness of our state and local governments. Below are specific focal areas that Los Alamos County has identified for the 2025 Legislative Session. This does not preclude the County Administration and Council from supporting or opposing other legislation on an ad-hoc basis.

Support
a. Improved access to behavioral health and availability of medical professionals including but not limited to interjurisdictional compacts and options for malpractice reform.
b. Measures that support NM and Los Alamos County climate action plans, including renewable and nuclear energy options, and resource protection initiatives.
c. Improved educational outcomes of NM students and schools' abilities to meet educational goals, including specific legislation supported by Los Alamos Public Schools.
d. Paid Family and Medical Leave.
e. Sufficient funding for projects that mitigate the risk of wildfire.
f. Increased infrastructure funding for entities participating in the Los Alamos Regional Economic Development Initiative.
g. Infrastructure that supports the Los Alamos National Laboratory mission.
h. Capital Outlay funding for Los Alamos County low income and workforce housing infrastructure and an Emergency Operations Center.
i. The 2025 priorities of New Mexico Counties and New Mexico Municipal League.

Monitor
a. Tax reform that directly impacts Los Alamos County and/or its ability to serve its citizens.
b. Distribution of federal funds to address infrastructure needs in Los Alamos County and throughout the state.
c. Legislation to amend the Anti-Donation Clause.

Oppose
a. Preemption of County duties or authorities.
b. Limits to H-class or Home Rule authorities.
c. Proposals that reduce the County's net receipt of general gross receipts tax (GRT) or other revenues.
d. Changes to the state school funding formula that adversely impacts Los Alamos Public Schools.



NM Legislative Session Update

April 8, 2025

Danielle Duran

Overview of Session for LAC

- Over 1,000 bills filed
- March 22 – Final Day
- Capital Outlay
- What happens next?



LOS ALAMOS

LAC State Priorities Bills that Passed

- HB175 (Vincent) - Amends the Forest and Watershed Restoration Act
- HB191 (Small) - EMNRD administers 2 funds-suppression of wildfires and preparing for/preventing wildfires
- SB33 (Stefanics) – Wildfire prepared fund (standards for insurance)
- SJM1 (Padilla) – EMNRD and EDD joint study to expedite forest restoration and opportunities for a wood products economy
- SB252 (Figueroa) – NM Telehealth Act
- SB120 (Hickey) – Eliminate cost sharing on behavioral health

LAC State Priorities Bills that Passed

- HB93 (Ortez) – Advanced grid technologies in IRPs
- HB128 (Szczepanski) – Local Solar Access Fund (NMFA)
- HB212 (Ferrary) - prohibits the sale or distribution in NM of a product if it contains intentionally added PFAs
- SB83 (Stewart) – Fund for State Agencies' Master plans/capacity for sustainability
- SB48 (Stewart) – Community Benefit Fund for Climate Change
- SB201 (Gonzales) – Evaluation of public education reforms.

Other Bills of Interest that Passed

- County Authority/Operations related
  - SB115: Public Projects Fund (including Los Alamos projects)
  - HB47 (De La Cruz) – Veterans' Property Tax bill
  - SB73 (Sedillo Lopez) – Bicycle Stops
  - HB101 (Reeb) – Allows an officer of the law to have a gun at election sites
  - HB494 (Martinez) – Veteran and veteran's spouse tax exemption
  - HB218 (Lente) – Minor and Technical changes to the tax code
  - SB199 (Jaramillo) – Increases the amount for the DWI grants to counties and municipalities
- Housing related
  - HB2 (Lente) – Budget Bill includes $200 million for low-income housing at MFA, most allocated for specific communities.
- Infrastructure or Broadband related
  - SB126 (Padilla) – Addl. $5M annual distribution to broadband fund
  - SB357 (Hamblen) – Essential Services Public support – allows counties to support projects for essential services (with requirements before support)
- Business related
  - SB159 (Jaramillo) – Independent theater alcohol dispensing license

Bills of Interest that failed

- Paid Family and Medical Leave Act
- IPRA reform
- Anti-donation clause Constitutional Amendment
- Medical (left on the Senate floor) and Psychological Compacts
- FAIR Act Changes – State Property Insurance

Capital Outlay

- Three items: EOC and 2 Housing Infrastructure
- EOC: $750,000
- Housing Infrastructure: $200,000
- DFA Local Government Division
- More important moving forward

What happens next?

- April 10 - final date to sign bills
- Capital Outlay: the contracts from the agencies
- Capital Outlay: Our process begins again in May
- Discussions on policy issues important to the County starting in May
- The tentative interim session calendar for legislative committees drafted in May
- NM Counties Annual Conference is in June
- NMML Annual Conference is in September

Intergovernmental and Regional Update

Federal

- Follow up action items with the Congressional delegation and committees
- FEMA application JMFPP
- Congressionally Directed Spending

Regional

- Pueblo de San Ildefonso
- Regional Strategic Partnership
- Housing
- Landfill MOU

Regional Activities Work Sheet

Regional Issue	Cause or Specific Issue to be Addressed	Current LAC Actions or Plans	Timeline	Related LAC Department or Program /Project	External Organizations or plans associated with issue	Funding Sources	Notes
Housing	Tight Housing Market caused by increased LANL staffing		REDI regional conference includes regional housing	CDD, CMO	Planning phase - Santa Fe County, Rio Arriba County, Sandoval County, City of Espanola	200K Capital Outlay Future legislative requests Federal/State funding sources - MFA	Economic Development Administrator and team have a solid plan with neighboring communities to continue this dialogue and hopefully begin planning Additional issue: insurance Talks with Pojoaque about housing (and industrial space) , Espanola, NRGHA/NNMC, Rio Arriba
	Missing Middle and Workforce Housing	working on internal implementation strategies with New Housing plan/ordinance		CDD, CMO		200K Capital Outlay Future legislative requests Federal/State funding sources - MFA	New Housing plan and ordinance were approved by LAC Council A-8-A/20th Street - Picked preferred developer, working on cost estimate, etc. North Mesa depending on utility and transportation study to determine adequate services/need CIP discussion
	Housing Insecurity			CSD			Conversations with regional partners CDD-CSD wrap around services for the region - similar recommendations as our housing plan -
	Homelessness	find places these experiencing emergency and chronic housing challenges to find suitable options	On going	CSD	City of Santa Fe, County of Santa Fe, Rio Arriba County, and Albuquerque		Services to match housing with need unavailable at this time
Operational and Community Services	Operational Capacity issues in neighboring communities	See the Social Worker clinical hours opportunity below as an example	2024 - 2025	CMO, PW, DPU, et.al.	Neighboring communities, NMML, NM Counties, possibly RDC	Current and Past examples: Planning Dept. training with regional partners CSD acting as site for credits for social workers	Additional programs/increasing budget/aligning program with regional needs, includes need for training No response from regional partners
Infrastructure	NM State Road 4	Plan for advocacy for design and construction budgets		PW, CMO			Discussions with the State DOT have gone well and improvements and construction advocacy will continue until a schedule is received.
	Middle and last-mile broadband	Working on an agreement with Pueblo de San Ildefonso		CMO, DPU		Long term agreement coming in May	Agreement for LAC providing the match funds for the San Ildefonso BEAD grant application goes to County council 3/25. Collaborative work on NM4 waterline replacement project with concurrent fiber conduit for San Ildefonso Services is proceeding. SIS is in last stages of DOT permits for the portion beytond the waterline scope, all the way to Pojoaque border. Re last mile CBN work: Bonfire (contractor) is in design and engineering phase with plans to present update to council in early May.
	Landfill	Feasibility Study discussion with neighbors completed		PW, CMO	City of Espanola, City of Rio Rancho, Rio Arriba County		Feasibility study contract and MOU with regional partners have all been approved and. Working on finalizing the contract. Work began in early March.
	Los Alamos Pool resurfacing requires agreements for pool use elsewhere			CSD			In discussion with Pojoaque and Santa Fe

Quality of Life	Recreational amenities, other infrastructure or workforce/service needs, etc.				City of Espanola and Rio Arriba County under the Regional Stratgic Fund	Regional Strategic Fund	City of Espanola approved $2.415 Million for three projects Rio Arriba has not yet exhausted funding for the senior facility/rehab facility - may be looking for additional funding or funding for the regional recreation center
	Rio Grande Hiking Trail			CSD	EDD Outdoor Recreation		LAC could add area below the Bluffs but all activity is now concentrated on the State's efforts
	Ice Skating			CSD			Taos outdoor ice rink - may share space at our ice rink - open ice skating agreement - recreation team in CSD working on this
Transportation and Safety	Regional Transportation Improvements - Traffic in the Santa Fe - LAC/Rio Arriba - LAC is congested and dangerous			CDD, PW	LANL/Triad, Santa Fe County, Pueblo of Pojoaque, Pueblo of San Ildefonso, NCRTD, NMDOT, Rio Arriba County, City of Espanola		Met with regional neighbors, State, LANL. Future action to be finalized.
Energy and Sustainability	Solar energy	Possible building solar field in next 3 years.	3 - 7 years	DPU, CMO	Pueblo de San Ildefonso	Four developers working on proposals. Philo and Peter Fant and engaged in answers. Due at the end of this month.	Delayed
	Add - Angelica's grants			CMO			Worked with neighboring school systems for informational sessions
Regional Alignment	Current REDI Plan -	Presentation to Council to be scheduled		CDD, CMO	RDC	Follow up with RDC - COE no longer part of LAC plan	Talks between RDC and the LAC Economic Dev. Administrator CEDS - working on new priorities including tourism
Workforce	Shortage in certain industry workforce	Looking for partnering and potentially legislative opportunities to address this need		CDD	NNMC, UNM-LA, DOE-EM, FCOG, ECA	Could reach out to DOE-EM for another workforce discussion in the region - Facilitated first meeting by EM with Espanola	Regional workforce development meeting in April - on hold pending DOE decisions
	Regional healthcare and access to doctors	State and federal legislative issue		CMO, CDD, CSD		PsyPact and IMLC	See legislative update
Health and Medicine	Assisted Outpatient Treatment	Legislative funding for District 1		CSD, FD, PD, CMO			District 1 discussions to implement an assisted outpatient treatment progam are ongoing
	Acute substance abuse treatment (detox; rehab)	MOA for (1) beds at treatment facility	On going	CSD	Rio Arriba County	Internal discussions on next steps	Regional Detox Center being discussed - likely close to or in Espanola Hired Adult Case Coordinator - primarily LAC
	State needs additional social workers			CSD			In discussion with NM State and Highlands Univ. to act as a site for clinical experience for LSWs and others needing credits
	Ongoing Mental Health and substance use treatment for Youth and Seniors	Explore MOAs for treatment options	on going	CSD	Providers in City of Santa Fe, County of Santa Fe, Rio Arriba County, and Albuquerque		Talks continue
	Transportation for medical treatment (particularly for older adults)	Explore options to meet additional transport needs	early discussions	CSD	Hospitals and medical providers located in Santa Fe, Rio Arriba County, and Albuquerque	Working with LARSO for limited medical transportation to neighboring communities. Trying to work on agreement/language.	Discussions - risk and legal issues.

County of Los Alamos

Staff Report

April 08, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	2)
Index (Council Goals):	Environmental Stewardship - Greenhouse Gas Reduction
Presenters:	Angelica Gurule, Sustainability Manager
Legislative File:	**20005-25**

Title

Quarterly Briefing on Sustainability Initiatives

Body

Upon Council request, a quarterly sustainability update will be provided to County Council. Sustainability Manager Angelica Gurule will brief the County Council on the FY25 approved budget options, the Climate Action Implementation Plan for Years 1 and 2, and ongoing actions. Ms. Gurule will also provide an update on general sustainability efforts, including research related to the County's requested plastic bag fee.

Attachments

A - Sustainability Update Presentation



SUSTAINABILITY UPDATE

Los Alamos County Council

Angelica Gurule | April 8, 2025

LOS ALAMOS

where discoveries are made

Meeting Goals

- Provide an update on the FY25 Approved Budget Options
- Provide an update on the Climate Action Plan Implementation
- Provide a general updates on Sustainability Initiatives



FY25 Budget Options

LOS ALAMOS
where discoveries are made

FY25 Budget Options

Completed:

- Hired Miguel Jimenez as Senior Project Manager to focus on implementing sustainability initiatives

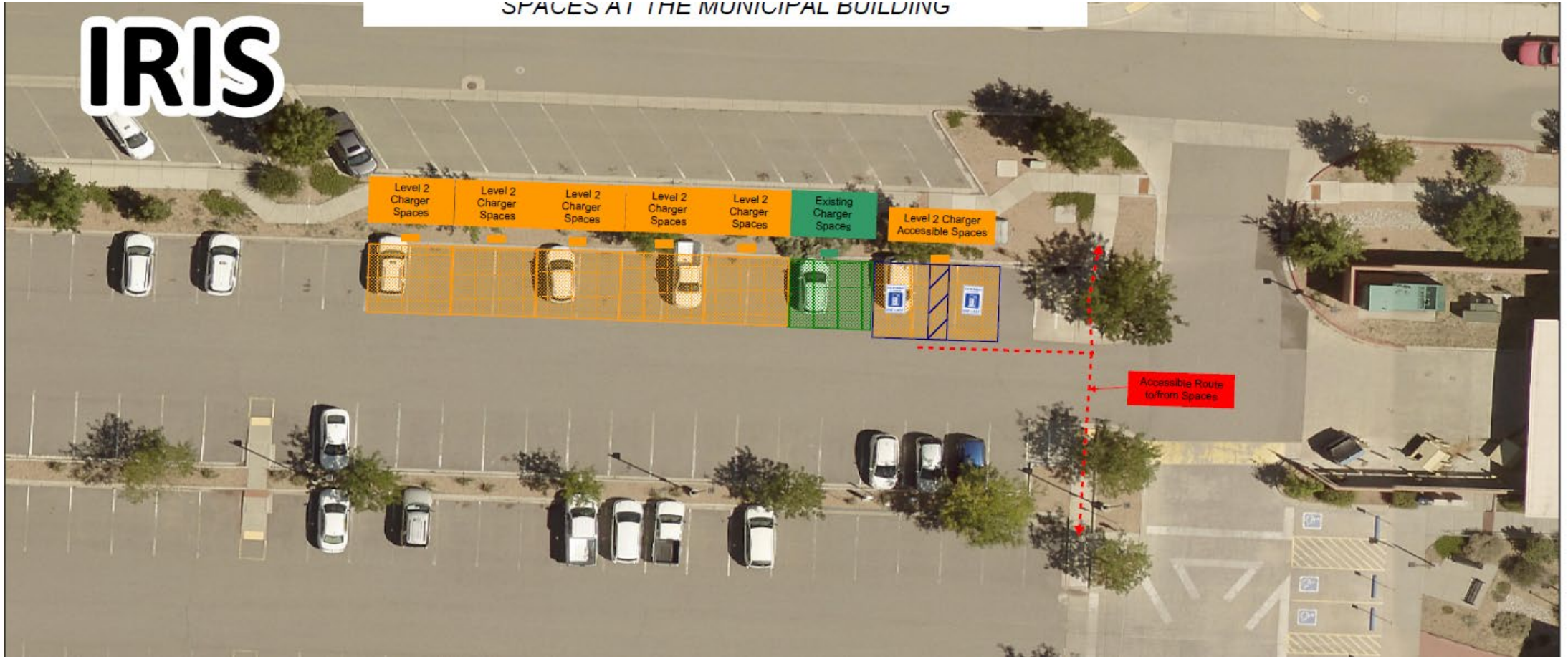
In Progress:

- Climate Marketing and Engagement Services
- Energy Audit Services
- Fleet Conversion Plan and Community-Wide EV Charging Plan
- Expand EV Charging Infrastructure

Upcoming:

- Develop EV Charging Infrastructure Plan for FY26

EV Expansion Project



ATTACHMENT A

Climate Action Plan Implementation



LOS ALAMOS
where discoveries are made

Ongoing CAP Action Items

Action #	Action	Lead
BE2.2	Expand electric energy resiliency	DPU – Philo Shelton
MC1.5	Conduct recycling and composting outreach and education	PW – Armando Gabaldon
NS2.1	Promote green stormwater infrastructure and low-impact development	CDD/PW – Eric Ulibarri and new CDD Director
CR1.2	Invest in public climate education campaigns	CMO- Angelica Gurule
CR1.3	Support the local food system	CMO – Angelica Gurule

CAP Year 1 & 2 Implementation Plan

Action #	Action	Lead
BE1.3	Encourage community energy efficiency and electrification retrofits	DPU – Abbey Hayward
BE1.4	Adopt green building standards	CDD – New CDD Director
T1.1	Promote EV Adoption	CMO
T1.2	Develop EV infrastructure plan	CMO/PW – Angelica Gurule and Pete Mondragon
T2.1	Expand mixed-use, transit-oriented development policies	CDD – Danyelle Valdez
T2.6	Develop a CTR program	CMO – Angelica Gurule
CR1.1	Conduct a Vulnerability Assessment	CMO/PD – Angelica Gurule and Cody Ulrich
CC2.4	Expand community partnerships	CMO – Angelica Gurule

Sustainability Initiatives…

- Established local and state-wide Sustainability Network
- Developed outreach materials for community events
- ESB has created a Plastic Bag Fee Research Working Group
- The Climate Action Plan action items for year 1-2 have been integrated into the County's Achieve It dashboard to track progress.
  - Staff are currently developing metrics to measure progress
- Developed a Climate Action Plan Implementation Team comprised of County Staff

Thank you! Questions?

Contact Information:

Angelica Gurule
Angelica.Gurule@lacnm.us



Los Alamos, NM 87544
www.losalamosnm.us

County of Los Alamos
Staff Report
April 08, 2025

Agenda No.:	1)
Index (Council Goals):	Quality Governance - Communication and Engagement
Presenters:	Chelsea Ashcraft, Senior Management Analyst, Cory Styron, Community Services Director and Beverly Neal-Clinton, Councilor
Legislative File:	**19903-25**

Title
Board/Commission Appointments - Art in Public Places Board

Recommended Action
I move that Council nominate Andrew Wright, Anna Buckthorpe, and Ana Paredes to fill two vacancies on the Art in Public Places Board.

By roll call vote, Councilors vote for two nominees and the two nominees with the highest vote total of four or more will be appointed to fill the vacancies with terms beginning on March 25, 2025 and ending on March 24, 2027.

Body
The purpose of this item is to fill two (2) vacancies on the Art in Public Places Board. These vacancies represent expired terms by the current member Anna Buckthorpe whose first term ended on March 24, 2025 and Sandy Jones whose first term ended on March 24, 2025. Sandy Jones chose not to reapply.

This five (5) member board has two (2) year terms and the current roster is listed as part of Attachment A.

The applicants for this position are:
Andrew Wright [D]
Anna Buckthorpe (Incumbent) [D]
Ana Paredes [DTS]

The interviews were held as follows:
Andrew Wright and Anna Buckthorpe on March 14, 2025
Ana Paredes on March 18, 2025.

The interview panel consisted of:
APP Board Chair: Stephanie Haaser
Council Liaison: Beverly Neal-Clinton
Staff Liaison: Chelsea Ashcraft, CSD

The interview panel is recommending appointment of the following applicants:

Anna Buckthorpe
Ana Paredes

Party affiliations are noted as [D] Democrat, [R] Republican, [I] Independent, [G] Green, [L] Libertarian, [DTS] Declined to State, and [N] Not Registered to Vote. Appointing any of these applicants will not violate the County Charter restriction concerning political party majorities on Boards and Commissions. These affiliations have been verified with the Clerk's Office.

Attachments

A- APP Board Member List 2025
B- Application Packet for Andrew Wright
C- Application Packet for Anna Buckthorpe
D- Application Packet for Ana Paredes
E- Interview Panel Recommendation

Los Alamos County, NM

Art in Public Places

Board Roster

Sandy K.B. Jones

1st Term May 25, 2023 - Mar 24, 2025

Position APP3
Category Democrat

Anna Buckthorpe

1st Term Mar 25, 2023 - Mar 24, 2025

Position APP2
Category Democrat

Stephanie Haaser

2nd Term Mar 25, 2024 - Mar 25, 2026

Position APP5
Category Independent

Jasmine Stephens

1st Term Mar 27, 2024 - Mar 27, 2026

Position APP1
Category Independent

Timothy Foley

1st Term Mar 27, 2024 - Mar 27, 2026

Position APP4
Category Democrat

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

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

Only on-line applications will be considered.

If you are interested in applying for Labor Relations Board, please contact Mary Tapia at 505-662-8040.

Profile

Board and Commision Application

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

Which Boards would you like to apply for?

Art in Public Places: Submitted

Andrew (First Name) | (Middle Initial) | Wright (Last Name)

Street Address | Suite or Apt

City | State | Postal Code

Email Address

Primary Phone | Alternate Phone

Registered to vote in Los Alamos?

(•) Yes ( ) No

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

[x] Democrat

How long have you lived in Los Alamos County?

One year

How did you learn of this Board/Commission vacancy?

Social Media, Word of Mouth

Do you currently serve on any County Board or Commission?

○ Yes ◉ No

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

Community Service

List boards, commissions, committees, and organizations on which you are currently serving or have served. Include any offices held.

Managing Editor, FLOW (Multimedia Academic Journal) Submissions Editor, The Velvet Light Trap (Multimedia Academic Journal) Lower Division Curriculum Committee, Department of Rhetoric at UT Austin Library Advisory Board, UT Austin Various other art and academic advisory/mentorship positions

Employment and Education

List your current and past employment experience.

Assistant Executive Director, Los Alamos Arts Council Instructor of Record, UT Austin Department of Radio-TV-Film Project Specialist, City of Santa Fe River & Watershed Division

List your current and past education including any professional or vocational licenses or certificates.

MA in Media Studies, UT Austin Department of Radio-TV-Film, 2020 BA with honors in Media Studies, double major in Literature, 2016 Expected PhD in Media Studies, May 2025

Interests & Experiences

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

I hold the strong personal and professional belief that art should be accessible to the public in their everyday lives, and know that I am lucky to live in a community that shares this value. Los Alamos community members experience art ranging from sculptures to murals on a daily basis thanks to the APPB, and the continuing work such as the Betty Ehart Senior Activity Center gate and the Homesteaders art project ensure that this art will remain in our lives for the foreseeable future. Because of my experience working with the Los Alamos Arts Council, I have been able to have a great deal of conversations with artists in New Mexico as well as visitors and locals. Talking to artists and supporters of the arts has revealed that our community is known for our art just as much as our industry. Serving on the Board would allow me to take my knowledge of what is important to artists as well as the public at large to continue supporting the arts in Los Alamos. While I do not believe my managerial position with the Arts Council should play a part in the Board's appointment decision, I did notice that better communication with our organization was one of the lessons learned from 2024. If I were to serve on this board, I believe I could help the two groups with similar goals work more closely together. (And regardless of the decision of the Board, I would be happy to do what I can to facilitate communication.)

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

It seems like the immediate goals of the Board would involve projects at Betty Ehart and Barranca Mesa. One priority I would hope to bring to the board is making sure that Los Alamos and Northern New Mexican artists would be considered for these, and I would hope to bring my experience marketing calls for art to this process. A secondary project that could be interesting to explore, especially given the completion of the Los Alamos Public Art Collection Audit in 2024, would be exploring more ways to raise awareness of the incredible amount of art in our community to the public. I am uncertain of how exactly the best way to do this would be, but would love to discuss this with the Board.

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

I have interacted with Chelsea Ashcraft both as a member of the professional development group Leadership Los Alamos and in my work with the Los Alamos Arts Council. Chelsea's explanation of Arts in Public Places at the December LLA meeting encouraged me to research more of what the Board does, and has made me excited to apply for this position. I have also had the pleasure of interacting with several past and present County Councilors and County staff who support the arts in our community.

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

Prior to working with the Los Alamos Arts Council, I worked as a teaching assistant and instructor in the Radio-TV-Film Department at UT Austin. The purview of classes I taught ranged from history of film to my personal favorite, Media & Society, which was an introductory course teaching aspiring filmmakers about the ethics of media production. My time working with undergraduates helped me develop the ability to communicate with a wide variety of individuals, and laid a solid foundation for my current position in Los Alamos.

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

Yes.

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

I am currently employed by an LAC contractor, but I do not believe this would present a conflict of interest. No other issues.

General

Have you ever worked for Los Alamos County?

○ Yes ◉ No

If yes, please list dates and department.

Are you related to any employee of Los Alamos County?

○ Yes ◉ No

If yes, please indicate name and relationship.

Are you aware of any potential conflicts of interest in connection to your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment?

○ Yes ◉ No

If yes, please indicate any potential conflicts.

I am currently employed by the Los Alamos Arts Council, which is funded by Los Alamos County. However, our work is not directly related to the work of Arts in Public Places.

Are you aware of the time commitment necessary to fulfill the obligations of the Board or Commission to which you seek appointment?

◉ Yes ○ No

Can you commit to approximately 10-15 hours per month to this Board or Commission to prepare for and attend monthly meetings and training as needed?

◉ Yes ○ No

Are you willing to participate in Board and Commission meetings that are recorded and may be live-streamed?

◉ Yes ○ No

Are you willing to have your name listed on the County Boards and Commissions public webpage?

◉ Yes ○ No

If you have any questions, please contact Adrienne Lovato at 505-662-8293

Andrew Wright

LOS ALAMOS

County Manager's Office
BOARD & COMMISSION INTERVIEW QUESTIONS

Andrew Wright
Applicant's Name

Art in Public Places
Board or Commission

Stephanie Haase
Interviewer Name

3/14/25 / 9:30 AM
Date/Time of Interview

Interview Conducted:
✓ Personally
_____ Telephone

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

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. LIVED IN NM ~ 2 YRS. RADIO TV FILM DOCTORAL PROGRAM @ UT AUSTIN MAY 2025. TEACH UNDERGRADUATES ETHICS IN FILM. SPOUSE DOCTORATE IN CHEMISTRY. HAS A LOT OF EXPERIENCE W/ NM ARTISTS THROUGH LAAC. USE BLIND AT LAAC FOR ARTIST SELECTION. PEABODY JUROR
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [*Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.*] COUNTY: A COMMUNITY IN FLUX - SEE A LOT OF PEOPLE COMING INTO COMMUNITY HOW CAN WE HONOR HISTORY AND BRING IN NEW MEMBERS OF COMMUNITY BOARD: USE ART TO BRING IN NEW PEOPLE. ART HELPS
3	How do you perceive the role of County Boards and Commissions in local government? TO SERVE PEOPLE AND COMMUNITY. TO IMPROVE LIFE OF PUBLIC.
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? LISTENING TO UNDERSTAND BOARD CULTURE, LOCAL ISSUES, VOICING CONCERNS HAS SKILLS OF LISTENING AND UNDERSTANDING. BASED ON INTEREST IN RESEARCH.
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? OPEN LINES OF COMMUNICATION. ART PROCESS ITERATIVE. CORE VALUES OF PROJECT IN MIND. - KEEPING

6	Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? A LOT OF EXPERIENCE IN GRAD SCHOOL ACADEMIC JOURNALS (FLOW + ANOTHER) 2018-2023; DEVELOP BOARD CULTURE CURRICULUM BOARD - EVALUATED COURSES RHETORIC DEPARTMENT
7	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? RESEARCHING APPAB AND FOLLOWING. DOES SOME W/ LEADERSHIP LOS ALAMOS - CURRENTLY IN THIS.
8	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? WILLING TO DO TO LEARN MORE.
9	Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? COUNTY CONTRACTORS, SO HAS EXPERIENCE.
10	Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? XXX
11	[*Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]* INTERESTED IN BUILDING MEDIA SPACES.
12	Do you have any questions for the interview panel? ASKED ABOUT CURRENT PROJECTS; WHETHER SELECTION RUBRIC SPECIFICALLY INCLUDED AN ITEM TO GIVE PRIORITY TO NM ARTISTS.

Notes:

LOS ALAMOS

County Manager's Office
BOARD & COMMISSION INTERVIEW QUESTIONS

Andrew Wright
Applicant's Name

Art in Public Places
Board or Commission

Beverly Neal-Clinton
Interviewer Name

3/14/25 | 9:30 AM
Date/Time of Interview

Interview Conducted:
X Personally
_____ Telephone

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

#	Question/Documented Response
√1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. moved here two years ago, @ UT Austin Master's + PhD ~~Dept of~~ Dlc Communication, also taught undergrad ethics class, worked in Santa Fe, Jan 2024 ~~Dec~~ worked @ the arts council; Three tier mission; Cultural, Gallery + Education; 24/14 34 artist submitted 100 Velvet light trap / - Peabody juror
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [*Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.*] Finding common ground; usefulness + incorporating history through representation
3	How do you perceive the role of County Boards and Commissions in local government? The purpose is to serve the community and arts being public facing and improve the lives of the public
√4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? * listening to understand the public issues; both skills have been developed
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? Ensuring open lines of communication; understanding the iterations of ~~the~~ the process; knowing what the board is bringing to the community

Revised 8/6/2020

6	Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? being the edetor for Academic Journal; Velvet Light Trap, Flow submissions, 2018-2023; Contributing to developing a culture; Curriculum board, evaluated the curriculum
7	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? yes; is familiar through leadership LA
8	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? Yes, he would gain insight through contacts made
9	Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? No, it is not
10	Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? XXX NO
11	[*Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]*
12	Do you have any questions for the interview panel?

Notes:

LOS ALAMOS

County Manager's Office
BOARD & COMMISSION INTERVIEW QUESTIONS

Andrew Wright
Applicant's Name

Art in Public Places
Board or Commission

Chelsea Ashcraft
Interviewer Name

March 14, 2025/9:30 a.m.
Date/Time of Interview

Interview Conducted:
X Personally
_____ Telephone

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

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. -Masters in Radio, TV, Film; Doctorate in May 2025 in college communication with Film Dept.; taught undergrads in ethics of film making -Works for LAAC since Jan. 2024- supports cultural events, gallery, education -Has experience serving as a juror for art competitions; Peabody Juror; Focuses on NM artists, especially local to Los Alamos.
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [*Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]* -County:Finding common ground amongst in-flux community members with different interests and values. -Board: ensuring selected art is representative of ourselves as art is valuable for our community.
3	How do you perceive the role of County Boards and Commissions in local government? -To serve the people and the community; Boards can improve the lives of the public with their contributions.
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? -Listening to understand the different issues before committing to making a decision; the goal is to understand; understand the culture -Not to be afraid to speak out when you feel something is important- all voices matter. -I feel I possess both skills- I put a lot of work into developing these skills as a person. -If I have to pick one, it would be my listening skills.
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? -Ensure open line of communication -The process of art can change day to day; understand the iterations of the process; need to be adaptable -Keep project core values; understand how staff make this possible

6	Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? -Too many to list out in interview- all on application; highlight Academic Journal boards: Velvet Light Trap and Flow -Helped develop a culture on the boards to help drive the way the journals were produced -Most proud of the contribution on the curriculum board as we evaluated courses and could see how these projects became this group of classes
7	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? -Yes; have researched APP and the Charter from the civilian side -Learned more about the code through my participation in that segment of the Leadership Los Alamos program (attending currently)
8	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? -Yes -Likes training- gains valuable perspective -Learn context I don't know I'm missing
9	Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? Not a deterrent
10	Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? Not a deterrent; I think this is a benefit
11	[*Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]*
12	Do you have any questions for the interview panel? Want more information about the current project involving PEEC Does the Call for Art criteria include something specific to New Mexico Artists?

Notes:

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

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

Only on-line applications will be considered.

If you are interested in applying for Labor Relations Board, please contact Mary Tapia at 505-662-8040.

Profile

Board and Commision Application

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

Which Boards would you like to apply for?

Art in Public Places: Submitted

Anna (First Name) | J (Middle Initial) | Buckthorpe (Last Name)

Street Address | Suite or Apt

City | State | Postal Code

Email Address

Primary Phone | Alternate Phone

Registered to vote in Los Alamos?

◉ Yes ○ No

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

☑ Democrat

How long have you lived in Los Alamos County?

Since 2021

How did you learn of this Board/Commission vacancy?

A friend sent me a link to the Instagram posting about it.

Do you currently serve on any County Board or Commission?

(•) Yes ( ) No

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

Art in Public Places Board

Community Service

List boards, commissions, committees, and organizations on which you are currently serving or have served. Include any offices held.

I've served for 2 years on the APP board in Los Alamos County

Employment and Education

List your current and past employment experience.

I have a bachelors in Electrical Engineering, Art History and a BFA in studio art. I'm currently working on a masters in acoustical engineering.

List your current and past education including any professional or vocational licenses or certificates.

n/a

Interests & Experiences

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

I originally applied for this board because of my longstanding love for the arts. In the 2 years I've been on the board I've been happy to support this mission. I would love the opportunity to continue in my current role and see current projects through as well as giving new projects a good head start!

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

I would love to see current APP board projects through, such as the justice center mural, the senior center gate, and other projects in our queue.

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

I've been serving on this board for nearly a full term appointment.

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

I've volunteered at the International Folk Art Market, as well as STEM related outreach at the Boys and Girls Club in Springfield MO. I've been a science fair and science Olympiad judge, also in Springfield Missouri. While most of this is STEM related, I believe the communication skills involved translate to any number of public service roles. I also have undergraduate degrees in art history and studio arts and have been involved local art communities in Kansas City and Springfield, Missouri. I've also been an active member of the APP board for a full term.

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

This should not be a problem for me.

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

Other than my lab job, I do not have anything that might interfere.

General

Have you ever worked for Los Alamos County?

○ Yes ◉ No

If yes, please list dates and department.

Are you related to any employee of Los Alamos County?

○ Yes ◉ No

If yes, please indicate name and relationship.

Are you aware of any potential conflicts of interest in connection to your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment?

○ Yes ◉ No

If yes, please indicate any potential conflicts.

Are you aware of the time commitment necessary to fulfill the obligations of the Board or Commission to which you seek appointment?

- [x] Yes
- [ ] No

Can you commit to approximately 10-15 hours per month to this Board or Commission to prepare for and attend monthly meetings and training as needed?

- [x] Yes
- [ ] No

Are you willing to participate in Board and Commission meetings that are recorded and may be live-streamed?

- [x] Yes
- [ ] No

Are you willing to have your name listed on the County Boards and Commissions public webpage?

- [x] Yes
- [ ] No

If you have any questions, please contact Adrienne Lovato at 505-662-8293

Anna J Buckthorpe

LOS ALAMOS

County Manager's Office

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

Anna Buckthorpe
Applicant's Name

Art in Public Places
Board or Commission

Stephanie Haaser
Interviewer Name

3/14/25 | 11:30 AM
Date/Time of Interview

Interview Conducted:
_____ ZOOM
_____ Telephone
✓ In person

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

#	Question/Documented Response
1	Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative? POSITIVE: CONTRIBUTE TO COMMUNITY. ART HAS A BIG IMPACT ON OUR ENJOYMENT OF COMMUNITY. ADMINISTRATIVE TASKS OF MAKING ART FOR COMMUNITY. ENJOYS PUBLIC ENGAGEMENT. NEGATIVE: SLOW MOVING, WHILE NECESSARY JUST FRUSTRATING.
2	What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with? PUBLIC ART INVENTORY - EXPLORE WHITE ROCK AND GETTING TO KNOW COLLECTION. BOYS OF PAJARITO: TALKED W/ COMMUNITY AND VALUABLE DISCUSSION W/ COMMUNITY. HOMESTEADERS: EXCITED ABOUT THIS ART, ABOUT OTHER HISTORY IN LA. MOSAIC ART: LOOKING AT OTHER LOCATIONS. MAINTENANCE JOBS: PLAQUES
3	What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues? *[Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]* PUBLIC COMMENT - HOW TO ADDRESS COMMENTS NOT WANTING ART PROGRAM, OR NOT LIKING LOCATION. HOW TO MOVE FORWARD W/ COMMENTS TO ADDRESS CONCERNS WHILE STILL MAKING PROGRESS. BOUNDARIES BETWEEN BOARDS AND DIFFERENT INTERESTS IN TOWN.

4	Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general? BOARD HELPS TO FOCUS DISCUSSIONS FOR COUNCIL & PROVIDE A "FINISHED PACKAGE" TO COUNCIL. A SCALING FACTOR TO NOT NEED TO GO TO COUNCIL MIGHT IMPROVE PROCESS. EFFICIENCY ISSUES, IMPROVE COMMUNICATION W/ PUBLIC

Revised 2/12/18

5	Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve? HAVE SEEN IMPROVEMENT WITH INPUT FROM COUNCIL. DOES NOT HAVE CHANGES. APPECIATES COUNCIL IN MEETINGS.
6	Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually? NOT PARTICAPATED IN TRAINING. INTERESTED IN ABQ SESSION ON HOW ABQ OPERATES THEIR APPAB.
7	What suggestions/comments would you like to offer in connection with your Board or Commission service so far? WANTS TO PARTICIPATE IN ARTS AND IS INVESTED IN COMMUNITY. HELPING BOARD MEMBERS KNOW PROCESS OF GETTING WORK DONE.
8	The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board? ABSOLUTELY NOT.
9	If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board? NO - TRANSPARENCY

10	Do you have any questions of the interview panel?
11	[*Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]*

Notes

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

LOS ALAMOS

County Manager's Office

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

Anna Buckthorpe
Applicant's Name

Art in Public Places
Board or Commission

Beverly Neal-Clinton
Interviewer Name

3/14/25 / 11:30 AM
Date/Time of Interview

Interview Conducted:
_____ ZOOM
_____ Telephone
In Person

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

#	Question/Documented Response
1	Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative? able to contribute to County via Art; understanding what is required to maintain Art in the county; understanding the administrative aspects + Being -> how many; bureaucracy
2	What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with? Public Art Inventory; getting to know the collection + engaged in discussions varied in POVs Art in Golf Course; Justice Center wall; Homesteaders Working Group, a really great contribution; detail oriented is an asset
3	What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues? [*Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.*] How to address the public comments and figure out which comments deserve attention, communicating + engaging the public is challenging; confusion about overlap figure out who owns work load

4	Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general? Provide recommendations and promote the recommendations is really good; Small purchases; scaling purchase threshhold could be implemented; efficiency issues, i.e. the ability to act; Communication

Revised 2/12/18

5	Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve? Having council present a broader sense of communication; ensuring that communication is two-way; provide more feed back for workflow
6	Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually? not @ this time; interested in participating in strategic Plan for Arts in Public Places Programs
7	What suggestions/comments would you like to offer in connection with your Board or Commission service so far? Motivation; Participate in Arts Program; wants to be invested in the community; learning a continual work improvement; always room for improvement; doing a good job of promoting art
8	The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board? NO
9	If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board? The more transparency the better

10	Do you have any questions of the interview panel? No
11	[*Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]*

Notes

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

LOS ALAMOS

County Manager's Office

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

Anna Buckthorpe	**Art in Public Places**
Applicant's Name	Board or Commission
Chelsea Ashcraft	March 14, 2025/11:30 a.m.
Interviewer Name	Date/Time of Interview

Interview Conducted:
X_____ Personal
_____ Telephone

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

#	Question/Documented Response
1	Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative? -Overwhelmingly positive experience; Enjoy contributing to the arts- art makes the world great -Have enjoyed maintenance issues- participate & facilitate in how to care for the pieces; admin tasks; and of course get excited about the big projects -We get a lot of comments and engagement- people care and I enjoy being involved in that process Negative: Slow moving, but understand the proper processes are important.
2	What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with? -Inventory -Indoor art maintenance assessment -Getting to know the collection -Dialogue around Boys of Pajarito purchase- valuable engagement with the community -Golf Course call for art/J Muzcaz artist; looked at other options when it feel through -Homesteaders workgroup-learning about homesteaders- important story to tell. -Smaller maintenance projects- semi-mundane tasks eg. plaques
3	What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues? [*Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]* -The most challenging AND most interesting is public comment; how to address it and negotiate it (eg.. comments about not wanting art); there is huge nuance in the gist of the comments -Promotes our mission & supports the wants of communities -What are the boundaries and powers we have -Change we can affect and what we can't

4	Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general? -Role- specific focus group; helps to focus conversations to Council -We take a finished package to Council; this is a good process -Improvement: Efficiency issues- would be good to have the ability to act by making small purchase/financial threshold that we don't have to take to Council -Improvement-Improve public communication to help them better understand the scope of work.

Revised 2/12/18

5	Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve? -This has improved during the time I've been on the Board -Having a Council Liaison is good; continue liaison reporting on what is happening-priveds us with feedback on how APP can improve -B&C luncheons are good opportunities -Communication methods- doing well currently; no large changes I would make.
6	Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually? -No training -New board member packet helpful -Interested in participating in a strategic plan training/work with other, more established programs.
7	What suggestions/comments would you like to offer in connection with your Board or Commission service so far? -Want to be invested in this community; proud to be involved in the community in this way -APP Board brings positivity to the community -We are now more familiar with the workflow of the steps to get work done; this is a continual improvement process; we can be more efficient when we understand those processes better
8	The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board? Absolutely not a deterrent; working at LANL is the same
9	If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board? Not a deterrent- all should be livestreamed; the more transparent the better!

10	Do you have any questions of the interview panel? None
11	[*Interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]*

Notes

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

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

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

Only on-line applications will be considered.

If you are interested in applying for Labor Relations Board, please contact Mary Tapia at 505-662-8040.

Profile

Board and Commision Application

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

Which Boards would you like to apply for?

Art in Public Places: Submitted

Ana (First Name) | M (Middle Initial) | Paredes (Last Name)

Street Address | Suite or Apt

City | State | Postal Code

Email Address

Primary Phone | Alternate Phone

Registered to vote in Los Alamos?

(•) Yes ( ) No

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

[x] None of the above

How long have you lived in Los Alamos County?

10 months

How did you learn of this Board/Commission vacancy?

Instagram post

Do you currently serve on any County Board or Commission?

○ Yes ◉ No

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

Community Service

List boards, commissions, committees, and organizations on which you are currently serving or have served. Include any offices held.

Leadership Los Alamos

Employment and Education

List your current and past employment experience.

Smithgroup - Architect, Principal

List your current and past education including any professional or vocational licenses or certificates.

Liscenced professional architect, master degree in architecture,

Interests & Experiences

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

I've always had a passion for art and would love the opportunity to continue showcasing art throughout Los Alamos.

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

Maintaining the local art in the community and finding ways to uplift local artists through murals or sculptures.

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

No.

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

I’m part of the

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

Yes

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

No

General

Have you ever worked for Los Alamos County?

○ Yes ◉ No

If yes, please list dates and department.

Are you related to any employee of Los Alamos County?

○ Yes ◉ No

If yes, please indicate name and relationship.

Are you aware of any potential conflicts of interest in connection to your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment?

○ Yes ◉ No

If yes, please indicate any potential conflicts.

Are you aware of the time commitment necessary to fulfill the obligations of the Board or Commission to which you seek appointment?

◉ Yes ○ No

Can you commit to approximately 10-15 hours per month to this Board or Commission to prepare for and attend monthly meetings and training as needed?

◉ Yes ○ No

Are you willing to participate in Board and Commission meetings that are recorded and may be live-streamed?

- [x] Yes
- [ ] No

Are you willing to have your name listed on the County Boards and Commissions public webpage?

- [x] Yes
- [ ] No

If you have any questions, please contact Adrienne Lovato at 505-662-8293

Ana M Paredes

LOS ALAMOS

County Manager's Office
BOARD & COMMISSION INTERVIEW QUESTIONS

Ana Paredes
Applicant's Name

Art in Public Places Advisory Board
Board or Commission

Stephanie Haaser
Interviewer Name

3/19/2025; 4pm
Date/Time of Interview

Interview Conducted:
_____ Personally
ONLINE Telephone

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

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. Architect by training for 11yrs. From Yugoslavia immigrated '97. Grew up TX. Seeing how important art is in a small town, where you stumble upon it. Primarily education buildings; how to incorporate art.
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [*Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]* Internet outages and remoteness of community. Limited things to do; not easy to find solutions. Finding community support with art.
3	How do you perceive the role of County Boards and Commissions in local government? A public service; serve a community and sought out leadership groups.
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? Communication; art tells a story it is important to communicate that story so that it is understandable to everyone. As an architect has experience collaborating with groups to get a project completed.
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? Communicating and making sure that they are on the same page and that their concerns will be considered and validated.

6	Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? AIA in Dallas, worked with a class on a project and nonprofit on parks. Got community input for a park and landscape design. Leadership class
7	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? A little bit; not an expert. Familiar with where funding comes from for APPAB.
8	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? Yes; Robert Rules of Order
9	Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? Not deterrant
10	Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? Not a problem
11	[*Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]*
12	Do you have any questions for the interview panel? Asked what our favorite part of being on the board. Asked about time commitment.

Notes:

Ana's previous volunteer experience creating a park and seeking community input is similar to ongoing work by the Board to create a park/art installation on Barranca Mesa. This experience combined with her work history in architecture could be a valuable resource to the APPAB.

LOS ALAMOS

County Manager's Office
BOARD & COMMISSION INTERVIEW QUESTIONS

Ana Paredes
Applicant's Name

Arts in Public Places
Board or Commission

Councilor Neal-Clinton
Interviewer Name

3/19/2025 @ 4:00
Date/Time of Interview

Interview ~~Conducted~~:
✓ Personally
____ Telephone

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

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. Architect for 11 years; always interested in Arts; lived here for a year; as an architect leans into Art; merging Architecture + Art; helped integrate Art into ~~cultural~~ work cultural; that is her crowning piece
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [*Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.*] Struggles; the remoteness of the physicality; not having social places to eat or shop is a challenge finding community engagement for art + get support for Art
3	How do you perceive the role of County Boards and Commissions in local government? It is a public services always wanted to serve the community through leadership This is another to give back
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? Facilities has a perspective that is integral + working with them for maintenance + using communication + collaboration to express various viewpoints
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? Communication is key; Being able to communicate easily to everyone; Art inspires community; find ways to collaborate Believes she ~~has~~ has all of the skills necessary + previously stated

Revised 8/6/2020

6	Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? Leadership program graduate; non profit organization project to create a park for the children. A design was created. The project was handed off to landscaping for implementation
7	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? There is a familiarity of the charter; but not totally familiar w/ either
8	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? Yes
9	Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? NO
10	Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? ~~XXX~~ NO
11	[*Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]*
12	Do you have any questions for the interview panel?

Notes:

LOS ALAMOS

County Manager's Office
BOARD & COMMISSION INTERVIEW QUESTIONS

Ana Paredes
Applicant's Name

Art in Public Places
Board or Commission

Chelsea Ashcraft
Interviewer Name

March 18, 2025/4:00 p.m.
Date/Time of Interview

Interview Conducted:
X Personally
_____ Telephone

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

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. -Architect by training- 11 years; Moved to Los Alamos in April 2024 from Texas -Always been interested in art; understand the importance of art in the community; like that in small towns- especially here, people don't have to make an effort to experience pubic art -Have always pushed local artists to be involved int architecture projects; succeeded in getting local artists' mural work in her architecture firm's office space.
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [*Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]* -County: remoteness- issues like Internet outages, limited access into and out of town; limited restaurants and other services-partially due to high rent rates -APPB: finding community support; common message=art not as important as other issues/services (eg. filling pot holes); challenge is finding way to meet the community where they are and find the support
3	How do you perceive the role of County Boards and Commissions in local government? -This is a public service; always wanted to serve and give back to the community; Have participated in numerous community projects and services, joining a Board is the next step in public service.
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? -Communication- art tells a story; Board communicates that story and makes it easily understandable to the community; communicates with other boards -Collaboration- helps to find the balance -I possess all of them- It's in our (architects) nature to be collaborators; herding cats with large teams- it's the architect's responsibility to clearly communicate the vision and get everyone on board
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? This is in my wheelhouse; ensure staff feel comfortable-especially with maintenance issues; getting everyone in the same room to discuss vision; find answers for all issues to ease everyone's concerns and/or pivot if needed.

6	Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure? A few- wanted to highlight: attended 10 month leadership program- AIA in Dallas; project that gives back to community; proud to be a part of a grassroots project; park actually built
7	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? Little bit- not an expert Know that 1% set aside for Public Art fund
8	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? Definitely
9	Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board? No
10	Currently, a few boards or commissions are "live streaming" their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? No
11	[*Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]*
12	Do you have any questions for the interview panel? -What was our favorite part of being on the board -Time commitments

Notes:

Date: March 19, 2025

Board or Commission: Art in Public Places

Interview Panel:

Name :_____Stephanie Haaser_____ (Board Chair)

Name :_____Beverly Neal-Clinton_____ (Council Liaison)

Name: _____Chelsea Ashcraft_____ (Staff Liaison)

Applicants Interviewed:

Name:_____Andrew Wright _____ Date of Interview: ___March 14, 2025___

Name:_____Anna Buckthorpe_____ Date of Interview: ___March 14, 2025_____

Name:_____Ana Paredes_____ Date of Interview: ___March 18, 2025_____

Interview Panel Recommendations:

The interview panel for the __Art in Public Places_ Board would like to recommend the following applicants for appointment:

Name :_____Anna Buckthorpe,__ incumbent

Name :_____Ana Paredes,_____ new applicant

The interview panel for the ___Art in Public Places__ Board would like to recommend the following applicants to terms:

Name : Anna Buckthorpe March 25, 2025 to term ending March 24, 2027

Name : Ana Paredes March 25, 2025 to term ending March 24, 2027

Other information for Council:

Los Alamos, NM 87544
www.losalamosnm.us

County of Los Alamos

Staff Report

April 08, 2025

Agenda No.:	1)
Index (Council Goals):	Quality Governance - Communication and Engagement
Presenters:	County Council - Regular Session
Legislative File:	**19666-25**

Title

Board and Commission Vacancy Report

Body

Attachment A includes an overview of current Boards and Commissions vacancies for Council information and discussion.

Attachments

A - BCC Vacancy Report April 4, 2025

Boards and Commissions Vacancies as of April 4, 2025

Art in Public Places
No Current Vacancies
No Upcoming Vacancies

2 Positions to be appointed at the 4/8/25 Council Meeting

Board of Public Utilities
No Current Vacancies
No Upcoming Vacancies

County Health Council
6 Current Vacancies
No Upcoming Vacancies

Environmental Sustainability
1 Current Vacancy
0 Upcoming Vacancies

Historic Preservation
No Current Vacancies
No Upcoming Vacancies

Library Board
No Current Vacancy
0 Upcoming Vacancies

Lodgers Tax
3 Current Vacancies
No Upcoming Vacancies

Parks and Recreation
No Current Vacancies
3 Upcoming Vacancies

Personnel Board
1 Current Vacancy
No Upcoming Vacancy

Planning and Zoning
1 Current Vacancies
No Upcoming Vacancies

Transportation Board
1 Current Vacancy
No Upcoming Vacancies

County of Los Alamos

Staff Report

April 08, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	1)
Index (Council Goals):	Quality Governance - Communication and Engagement
Presenters:	Anne Laurent, County Manager
Legislative File:	**19967-25**

Title

County Manager's Report for February 2025

Body

The County Manager's Office compiles a monthly report of activities conducted by County staff and publishes this report for the benefit of our citizens. Highlights of this report will be emphasized for Council as a means to increase the distribution of this information.

Attachments

A - February County Manager's Update

FEBRUARY 2025



Urban Trail Ribbon Cutting February 26th



Cherished Facilities Superintendent Ron Lopez passed away unexpectedly on February 23rd.
Ron was a devoted husband and father, and a valued member of our team.
His contributions and presence will be deeply missed.

COUNTY MANAGER'S MONTHLY REPORT

LOS ALAMOS

INTRODUCTION

The County Manager's Monthly Report provides updates on key programs and projects, County financials and metrics that help track how we are serving our community.

NOTE FROM THE COUNTY MANAGER

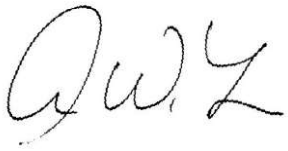
February was focused on budget development and meeting with all departments about their budget requests. Uncertainty about the federal programs, employees and budget and lower than anticipated GRT revenues caused some initial pause, however the uncertainty has somewhat tempered.

February council meeting highlights:

- Received an update from DOE-EM Site Manager Jessica Kunkle
- Approved Council's Federal Priorities in advance of the annual visit to our delegation in Washington DC
- Approved Eric Martinez as new Public Works Director
- Approved a $2M contract for renovating the East Park Basketball and North Mesa Tennise Courts
- Approved medical oversight services for EMS in the amount of $758K over seven years
- Approved electric golf cart infrastructure at the golf course in the amount of $383K
- Approved a glass mosaic design for the south wall of the Justice Center facing Trinity Drive
- Adopted the C-Pace Ordinance offering fixed-rate financing for energy and water efficiency, renewable energy and resiliency improvements for eligible properties
- Provided comments on LANL's SWEIS
- Revised the Inclusivity Task Force Charter

If you would like to see more about council and their boards and commissions, please visit (link) to view meeting agendas, videos and minutes.

I will end this note with appreciation and gratitude for those who work tirelessly for the community - our staff, our community partners and volunteers. Thank you for all that you do and the many ways you make Los Alamos a special place.



Anne Laurent
County Manager

COMMUNICATION AND ENGAGEMENT

General County
Facebook:
Followers: 8,507
Views: 418,636
Reach: 135,109
Content Interaction: 2,392
Clicks: 2,119
Top LACO performing post:
Internet/Cellular Service Outage Updates (posted March 11)
Post Impressions: 23,974
Post Reach: 13,572
Interactions: 90
Instagram:
Followers: 2,173
Views: 19,176
Reach: 5,885
Content Interaction: 1,474
NextDoor:
Community Members: 5,612

County Line Newsletter
Subscribers: 2,412
Open Rate: 51%

Record Management
177 Records requested
21 Carryovers from previous month
929 Records pulled for review
380 Boxes pulled for final disposition
0 boxes Intake for storage
2 Internal requests
6 Records provided
4 Permit requests
9 Records provided

Clerk's Office
232 Recordings & Filings
59 eRecordings
3 Marriage Licenses
1 Probate Cases
2 County Council / Board Meetings
15,995 Total Registered Voters
1,318 Voter Record Transactions
1 Social Media Posts
628 Facebook Followers
372 Instagram Followers
76 Threads Followers
146 X Followers
62 Customer Visits

Community Development Department
@LosAlamosCountyCommunityDevelopmentDepartment Facebook:
764 followers to date
1,668 reached this month
104 content interaction this month

Community Services Department
4 New Social Media Followers
178 - E-Activity Winter Guide reads
124 - E-Activity Winter Guide reads
0 - Alcohol Permits

Environmental Services
Social Media Followers – 1.3k

Fire Department
62 New Social Media Followers (36 IG, 26 FB)

Public Meetings

The Urban Trail was opened to the public in February with an official ribbon cutting ceremony taking place on February 26.

The Los Alamos Building Safety Division conducted an informational seminar on Occupancy Classification and Change of Use as part of its community outreach efforts on February 13th. The purpose of this seminar was to clarify common misconceptions and provide business owners with essential information regarding the requirements that must be met before leasing space to a tenant. These regulations are established by the jurisdiction and the state, ensuring compliance with legal standards. Here is a link to the recording.

PumaGuard: AI-enabled Targeted Puma Mitigation, February 5, 2025
In-person and live-streamed presentation by members of the PEEC Nature Youth Group about their award-winning STEM project to detect mountain lions and protect livestock in Los Alamos.
48 participants
Electrification Planning: Where to Start, February 27, 2025
In-person and live-streamed presentation about issues to consider when converting from natural gas to electric appliances. This program was offered in partnership with Los Alamos County Department of Public Utilities.
24 participants
LAHS Astronomy Club Presents: Quasars, February 28, 2025
In-person presentation from the Los Alamos High School Astronomy Club about quasars and discoveries made during the Sloan Digital Sky Survey.
81 participants

Los Alamos Fire Department continues to collaborate with the Los Alamos community to plan for Senior Appreciate Night 2025 along with local organizations to include the YMCA, the DWI Planning Council, LAPD, LAC Rec Center, and the LA Teen Center.

The department is also gearing up for Wildfire Day 2025 at Ashley Pond. Pub-ed division is actively working on creating flyers and ordering giveaways for the Easter Egg hunt as well as coordinating with local organizations and vendors by obtaining permits for the upcoming event. Wildfire Day is scheduled for April 19, 2025.

Fire Inspector Joseph Romero is having ongoing classes at Santo Nino for Ms. Roybal's 3rd grade class in Santa Fe, covering various topics including the Scientific Method used by Fire Investigators to determine the causes of fires. Ms. Roybal's class consists of 25 students who learn and interact with our Fire Inspectors about fire safety.

On Thursday, February 20th LAFD attended a career fair hosted by Pojoaque Valley High School. Five of our staff attended to talk to the high school students about career opportunities within the department. Jeff Saiz, Eric Gonzales, Jeffrey Maestas, Ryan Wolf, and Allen Quintana; all Pojoaque alumni, attended the Career Day and shared their experiences and knowledge of working with the Department.

As part of the New Mexico Clean & Beautiful grant initiative, Public Works staff participated in the Breaking Bad Habits event held at the Capital on Tuesday, February 18, 2025. This event provided a valuable opportunity for collaboration with various stakeholders dedicated to addressing litter abatement, graffiti removal, recycling, prevention, and beautification efforts across New Mexico. By joining forces, we aimed to strengthen our collective impact and energize legislative support for policies and funding that safeguard the state's natural beauty.

INTERGOVERNMENTAL, TRIBAL, AND REGIONAL RELATIONS

State

The State of New Mexico's legislative session began January 20th. Intergovernmental Affairs Manager Danielle Duran Intergovernmental Affairs Manager has been attending committee hearings, speaking on behalf of the County, and coordinating with organizations, legislators and individuals.

Federal

Council Federal Work Group and DPU management on the hexavalent chromium plume Independent Review prepared for Washington DC meetings with delegates. Councilor Ryti, Councilor Reagor and Danielle Duran attended the NACo Legislative conference.

Tribal and Regional

Meetings with the Pueblo de San Ildefonso have yielded positive action on animal shelter discussions and feral cattle.

FISCAL STEWARDSHIP

Financial Overview

GRT revenues are on track with projections during last year's budget hearings, however, they are significantly lower than last year and are expected to further decline.

		February 2025			February 2024	
Accounts Receivable		Number of Transactions	Dollar Amount	Variance Over Prior Year Inrease (Decrease)	Number of Transactions	Dollar Amount
	Gross Receipts Tax Received	4	$ 7,458,618.45	-9.44%	4	$ 8,162,602.37
	Electronic Payments Received (EPAY)	32	$ 3,937,035.95	51.35%	35	$ 1,915,467.37
	Property Tax Received	111	$226,264.53	-12%	162	$ 252,787.94
	Lodgers Tax Received	4	$28,580.00	-15%	7	$ 32,994.43
Accounts Payable						
	Number of Invoices Paid	476	$ 15,907,800.30	9%	704	$ 14,483,402.60
	Wire Payments Processed	34	$ 10,330,997.52	-6%	56	$ 10,928,332.67
	Electronic Fund Transfers (EFT) Processed	114	$ 4,217,163.97	79%	115	$ 897,444.42
	Normal Print Checks Processed	147	$ 1,359,638.81	-95%	203	$ 2,657,625.51
	Total Disbursements	295	$ 15,907,800.30	9%	374	$ 14,483,402.60
	P-Card Transactions	1,192	$ 421,051.38	4%	1,258	$ 437,518.98

Procurement Highlights

FY25 YTD Stats:

- 1053 Purchase orders issued
- 445 PO change orders
- 2471 Inventory pick tickets
- 64 Agreements completed
- 24 Amendments completed
- 81 Solicitations/Amendments in progress

Trends:

- Purchase Orders decreased from 1109 (FY24) to 1053 (FY25)
- PO Change Orders rose from 425 to 445
- Inventory Pick Tickets Processed & Delivered decreased from 2487 to 2471
- Agreements Completed decreased from 74 to 62
- Amendments Completed decreased from 31 to 24
- Solicitations/Agreements/Amendments in Progress increased from 78 to 81
- Anticipated Projects decreased from 47 to 44
- Property Disposal Requests Received increased from 33 to 39

This data does not reflect all different types of formal solicitations, procurements, and agreement activities tracked on the Procurement Dashboard. The data has been filtered to only show the more common types of formal solicitations and agreements.

AVERAGE PROCESS COMPLETION TIME

Status (Multiple Items)

Average of PROCESS TIME - MONTHS	Column Labels		
Row Labels	FY23	FY24	FY25
AGR NON-SOL	4.22	3.85	3.78
AMEND	1.16	1.57	1.61
IFB	3.10	3.84	4.39
RFI		1.75	4.18
RFP	6.31	5.44	7.74

The longest and shortest outliers in each FY have been removed to provide more accurate averages.
This chart reflects only those projects that were completed from start to finish.
It does not reflect projects that were cancelled midway or where there were no proposals or bids submitted.

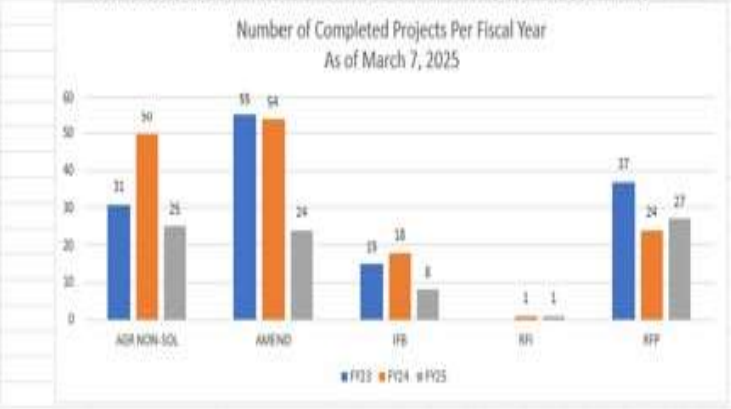
 # OF PROJECTS COMPLETE BY FISCAL YEAR

Status (Multiple Items)

PROJECTS COMPLETE				
Row Labels	FY23	FY24	FY25	Total
AGR NON-SOL	31	50	25	106
AMEND	55	54	24	133
IFB	15	18	8	41
RFI		1	1	2
RFP	37	24	27	88
Total	138	147	85	370

This chart reflects only those projects that were completed from start to finish.
It does not reflect projects that were cancelled midway or where there were no proposals or bids submitted.





EFFECTIVE, EFFICIENT, AND RELIABLE SERVICES

CLERK

State Legislature Activity

The New Mexico State Legislature is currently reviewing a set of crucial bills that could bring significant changes to the state's election system. Among these bills are Senate Bill 16 (SB 16) and Senate Bill 218 (SB 218), both of which aim to improve voter participation, accessibility, and the overall integrity of the electoral process.

SB 16 focuses on expanding the rights of non-major party voters by allowing them to participate in primary elections. Currently, only voters registered with the two major political parties—Democratic and Republican—are eligible to vote in primary elections, effectively excluding independent and third-party voters from having a say in candidate selection. SB 16 seeks to address this limitation by granting non-major party voters the opportunity to cast their ballots in primaries

SB 218 introduces a comprehensive set of reforms aimed at improving the overall election process in the state. This bill addresses several critical issues, including the accessibility and security of voting. One of the key provisions of SB 218 is enhancing early voting and absentee ballot access, making it easier for voters to cast their ballots in a way that works for their schedules and needs. Additionally, the bill includes measures to improve the accuracy of voter rolls, streamline election administration, and protect the integrity of the electoral process from potential fraud or misinformation.

As these and other County Clerk duty related bills continue to move through the legislative session, they have the potential to significantly impact how New Mexicans engage with the democratic process.

Training - The NM Secretary of State has begun a Clerk Orientation series training called “Voter Registration and Cancellation Process”. All County Clerk staff have attended and completed the certificate for the first two (2) modules.

Board of Registration

The Board of Registration in Los Alamos County plays a vital role in maintaining accurate and up-to-date voter rolls, which are essential to the integrity of the election process. One of their key responsibilities is overseeing and approving the voter cancellation process, which ensures that the county's voter lists remain current and reflective of eligible voters.

Voter registration can be canceled for several reasons, including a change of address, voter request, or if a voter has become inactive due to a prolonged absence from elections. Voters who fail to participate in elections for a specified period may be flagged as inactive, and their registration could be canceled after a thorough review. Additionally, if a voter moves out of the county or requests to be removed from the rolls, the Board ensures these cancellations are processed accurately and in compliance with state and federal laws.

The Board of Registration, County Clerk staff and the New Mexico Secretary of State’s Office work diligently to prevent any ineligible individuals from being included in the voter rolls, which helps safeguard the electoral process and ensure fair and secure elections. By carefully reviewing cancellation requests and maintaining updated records, the Board ensures that only eligible voters can participate in Los Alamos County elections. This work is a critical part of upholding the integrity and accuracy of the voting system.

The next meeting of the Los Alamos Board of Registration is scheduled for March 6, 2025 at 11am in County Council Chambers. The agenda will be made available online no less than 72 hours prior to the meeting.

The Clerk's Office remains committed to providing accessible services, in person and online. For more information, visit the Clerk's webpage at www.losalamosnm.us/clerk, or contact the office at 505.662.8010. The office is located at 1000 Central Avenue, Suite 240, and staff is always happy to assist with any inquiries.

The Los Alamos County Board of Registration is a local government board that is responsible for overseeing the registration of voters in the county.

Meet the Los Alamos County Board of Registration

Lisa Hampton worked in the Nuclear Weapons Complex for 32 years as a Project Controller, Quality Engineer, Line Manager, and Program Manager and retired from LANL in 2023. She serves as: the chair of the County Health Council, a member of the LA County Board of Registration, a member of the Older Adult Network for the LA Retired and Senior Organization, the Director of Community Health and Wellbeing for the LA League of Women Voters and on their fundraising and budget committees, and volunteers for the Los Alamos Arts Council supporting various events.

Rick Reiss, and his wife Deborah, have made Los Alamos home for over 30 years. Rick has served the county on the Planning and Zoning Commission, was elected to County Council for 6 years, worked in banking, mortgage lending and real estate development. Now retired, Rick volunteers with the Los Alamos Community Foundation, Friends of Manhattan National Historical Park-LA, and Kiwanis.

Chris Luchini has lived in the area since 1999, living in White Rock. He is a small business owner and entrepreneur and is actively involved in governance issues at all levels of government.

Philip Gursky is a native of Los Alamos and a graduate of LAHS and UNM Law School and has spent decades as a real estate development and finance lawyer and as a senior executive and principal in real estate development firms, developing throughout the country. He has been active for many years in multiple County boards and community organizations in Los Alamos, as well Democratic Party politics.

Greg White is a Los Alamos resident and was appointed to the Los Alamos County Board of Registration in July 1, 2023. His intention to serve on this board is to uphold

the integrity of the election process and ensure transparency, allowing him to provide his fellow citizens with confidence in a fair and impartial electoral system.

New Initiative
The Clerk's Office is implementing comprehensive indexing and redaction for remaining historical, county clerk recorded documents in-house! This transition will enhance efficiency, improve accuracy, and ensure greater security and compliance. By leveraging internal resources, we can better serve our community while streamlining processes for long-term success.

Upcoming Events
March 6, 2025 Board of Registration Meeting @ 11am
March 6, 2025 Clerk's Office Closed between 1pm and 3pm for All-Staff Meeting
March 12, 2025 Los Alamos County Day at the State Legislature

HUMAN RESOURCES

Negotiations with the International Association of Fire Fighters (IAFF) are underway, with the current CBA expiring on June 30, 2025.

The Pension Delegate Committee held its quarterly meeting in January to discuss year-end changes, review pension plan details, and discussed legislative updates to ensure the pension plan complies with the SECURE 2.0 Act.

LAC Pension recording keeping and financial advisor services RFP closed, and proposals are being reviewed. The current agreement expires June 30, 2025.
1095-C forms were recently mailed to employees, in compliance with the Affordable Care Act.

LAC Leadership Academy is currently being reviewed, and Class 14 will begin soon. Technical training, leadership development, and soft skills training to support employee growth and development are offered on a continual basis.

Training Compliance numbers remain high.

Risk Management recently rolled out Company Nurse, which is our new Workplace Injury Reporting process. Employees contact Company Nurse upon any type of injury. They are triaged immediately and receive guidance for medical care based on their injury. The goal of this program is to assist with reducing the County's Workers' Compensation claim costs.

PLANNING

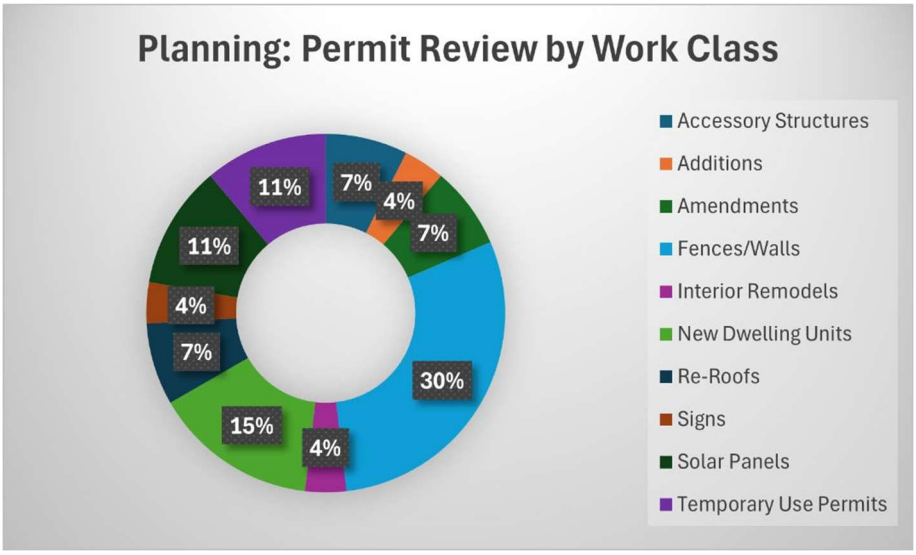
Planning February STATS:
Permits reviewed: 27
Planning Inspections Conducted: 8
Business Licenses Reviewed: 12
Development Applications Processed5: 7

Development Code Update: In 2023, Los Alamos County replaced its Development Code with an updated version to streamline zoning regulations, development standards, and procedures while aligning with the county's evolving needs. Now, staff is working with the County Attorney's Office on a "Clean-Up" process to clarify language, fix inconsistencies, and refine standards, continuing into 2025 alongside a Comprehensive Plan update. This effort supports the County Council's Strategic Leadership Goals for Operational Excellence. Upcoming activities include:

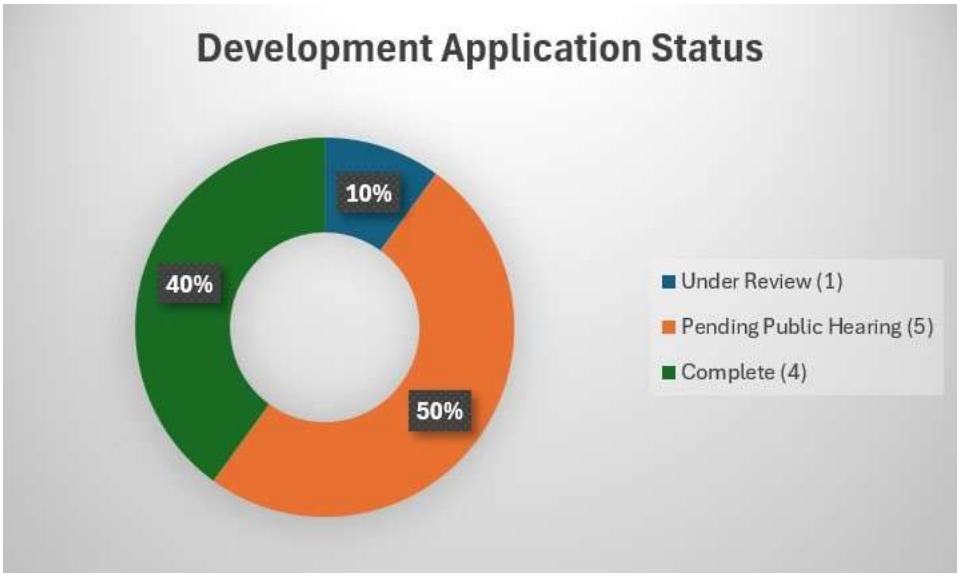
- Proposal to County Council for Adoptions of Development Application Fees
- Text Amendment application(s) to include, but are not limited to, Temporary Signs, and Mobile Food Vending.

New Initiative: The Planning Division is creating an interactive development map—your go-to tool for tracking projects from application to completion. This addition will allow the public to stay informed with updates and key details on developments across Los Alamos County.

Permit Reviews:
The Planning Division reviews and applies the Development Code to a variety of permits based on the type and extent of work being proposed. Below are reviews for February with the top two being reviews for Fences/Walls (8), and New Dwelling Units (4).



Development Applications:
The timeframe for Development Applications can range 3 business days to 12 weeks, depending on the application type: Administrative, Quasi-Judicial, and Legislative. Each requires specific processes, including public notice, and public hearings. Below is an update of recent Development Applications based on status.



Planning & Zoning Upcoming Cases:

- **March 12, 2025,** Planning and Zoning Commission Meeting:

  Case No. VAR-2025-0006. Will Gleason of Dekker Designs, Agent on behalf of Ocean Rock Capital Partners and Grand Mesa Partners, LLC, property owner, requests a variance from the Downtown Los Alamos Streetscape Standards along Central Avenue. This variance pertains to an approved hotel development located at 400 Trinity Drive, Los Alamos, NM. The property, designated as EA2 S, is situated within the Eastern Area 2 Subdivision and the Downtown Los Alamos (DTLA) Zone District.

- **March 26, 2025,** Planning and Zoning Commission Meeting:

  Pinnacle Consulting (aka Sun State Tower) and Co-Applicant Verizon Wireless, on behalf of Los Alamos County, have submitted applications related to the construction of an 80-foot Wireless Telecommunication Facility tower at Overlook Park (580 Overlook Rd) within the Open Space (OS-PP) Public Park sub-zone district. The requests include:

Case No. TEL-2024-0005. Approval to construct the tower, collocate two commercial antenna arrays, and build a 20’ x 30’ x 8’ enclosure for ground equipment.
Case No. CUP-2024-0000. Conditional Use Permit (CUP) approval from the Planning and Zoning Commission for the tower in an Open Space zone.

Case No. VAR-2025-0007. A variance request to exceed the 50-foot height limit, allowing the tower to reach 80 feet.

Note: All applications pertain to the same site within the ballfields area of Overlook Park.

Case No. SIT-2025-0071. Los Alamos County Capital Improvements and Facilities Division, on behalf of Los Alamos County, property owner, is requesting Site Plan approval to renovate the Manhattan Project-Era Dormitory building, an existing 2- story building previously referred to as the “Women’s Dorm Building”, to serve as a visitor center with historical and educational exhibits, related office space, and a Caretaker Unit; and construction of a 560 Sq. Ft. detached restroom facility, and picnic pavilion. The property, EA3 U, is addressed 1725 17th Street and is within the Institutional (INS) zone district.

Note: Project was unable to be heard and will be rescheduled due to lack of a quorum.

INFRASTRUCTURE ASSET MANAGEMENT

INFORMATION MANAGEMENT

- Migrated last legacy virtual servers (8) from the old operating platform onto the new operational foundation
- Countywide Managed Detection and Response (MDR) cybersecurity project underway; all roles assigned. Targeted live date: March 17
- Completed the replacement of all Police Dispatch workstations with upgraded computers at both the primary (Los Alamos) and secondary (White Rock Fire Station 3) dispatch operations sites
- Continued project support to the Fire Department for the FirstDue software implementation

February Service Desk Stats:

443 tickets
0 open tickets
443 closed tickets

AIRPORT

February take-offs and landings – 241

At the request of the public users of the terminal and as part of an effort to improve energy efficiency, the airport recently replaced the existing roller shades on the south side of the airport with automated roller shades that do 100% darkening, cutting down the glare in the room for presentations. In addition, the shades can now be programmed to open and close with both time of day and temperature-related setpoints to maximize heating and cooling using solar gain. These improvements should make the terminal more comfortable, use less energy, and create a better environment for community events.

Staff are waiting for contractor proposals for the grant-funded T-hangar project that will allow the development of the west side of the airport.

Weather conditions in February were not favorable to general aviation operations as it was often windy and unpredictable, which contributed to a significant decrease in airport activity. A total of 241 take-offs and landings were recorded, down from 343 in the previous month (30% decrease).

The airport is working with Los Alamos Mainstreet to coordinate an airport open house in conjunction with the Los Alamos Discovery Day in June. Staff are working with the Experimental Aircraft Association, Los Alamos RC airplane club, and others to develop activities and events for the festival.

FACILITIES

No facility maintenance stats updates were provided in February.

CUSTODIAL

Custodial Stats supporting public events:

Fuller Lodge – 42
White Rock Activity Center – 10
WR Fire Station #3 – 2
BESC – 23

WR Town Hall – 0
Municipal Building - 41

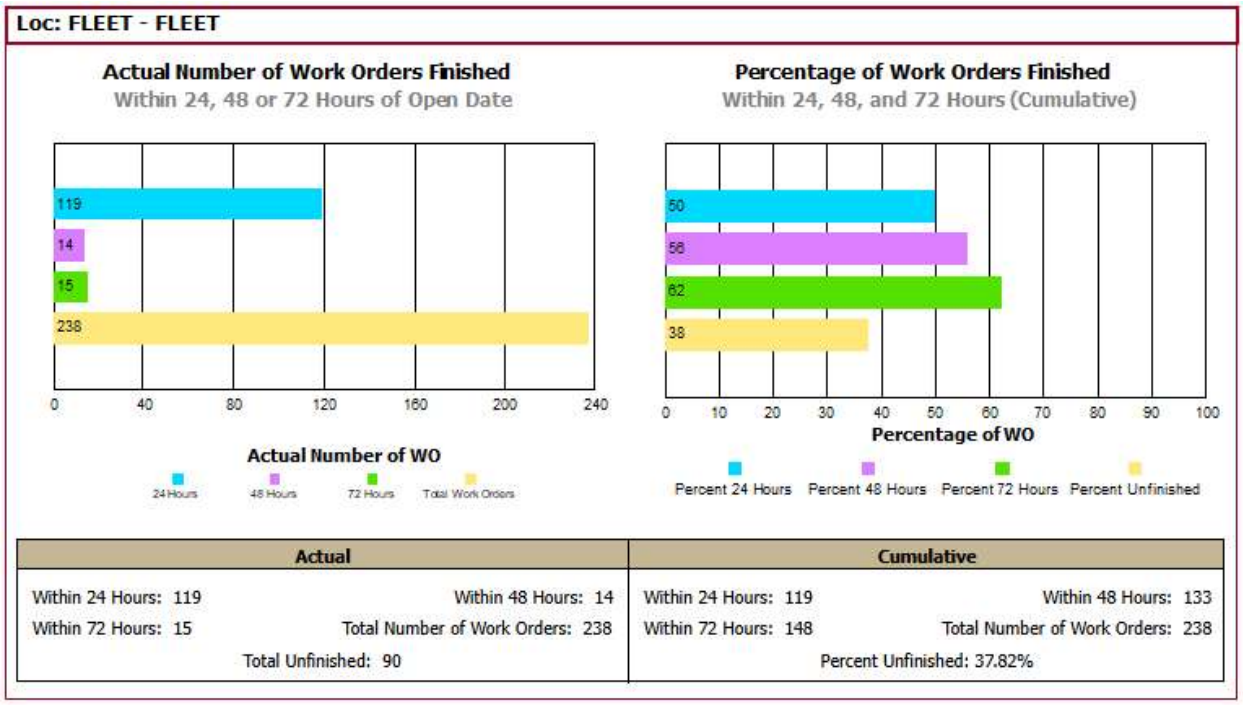
Staff will be working to refinish the wood floors in Fuller Lodge and the concrete floors at Pajarito Cliffs Site (PCS Bldg. 1) in March.

FLEET

February Stats:
Work orders entered - 238
Work orders completed within 75 hours - 148
Work orders remain open - 27
Work orders are preventive maintenance – 42
Work orders repairs – 194
Work orders for accidents – 2

Fleet is focused on keeping vehicles and equipment in top shape so Los Alamos County Departments can provide quality services to the residents of Los Alamos and White Rock. Fleet also provides a Motor Pool service that is located at the Municipal building, which is available to County staff.

FY25 equipment ordering is about 90% complete.
Fleet is working on summer equipment checks.
Fleet is working on needed updates to fuel tanks after State Inspection.
Gathering information and speaking with other agencies about vehicle GPS.
Gathering data for the Fleet Conversion Study.



TRAFFIC AND STREETS

February Stats:

Customer Calls – 83
Permits Processed – 22
Permits Extended – 6
Perma Patch for potholes – 480 lbs.
Miles swept – 323
Locates - 130
Signs replaced and repaired - 36
Replaced Lights and Fixtures – 27
Requisitions processed - 4

Traffic Electricians removed and replaced light fixtures at various locations in Los Alamos and White Rock. They checked and tested all bollard lights in the Los Alamos area, removed and replaced bollard LED's that were out and replaced fixture sockets.

They responded to and repaired damaged 5 sec overhead signal at Diamond and West Road and realigned adjacent 3 sec overhead signal.

They removed the old speed limit sign on Canyon Road and installed a new sign, solar panel and conductors.

They removed and replaced damaged J-Box lids on Oppenheimer Drive at Trinity Drive and at 15th Street and Trinity Drive.

They installed video detection cameras and field Conductors at Diamond Drive and Arkansas Ave.

The Signs and Markings crew have been taking core samples on South San Ildefonso, Big Rock Loop, and North Mesa Rd. Additionally, they have been repairing sign's county wide. They continue to upgrade ACT bus stop signs countywide as well. They have a total of 36 signs installed or repaired.

Transportation Safety Specialist reviewed traffic control permits, attended pre-construction meetings, inspected traffic control countywide and started a Safety Class, where crews meet and discuss safety issues on a weekly basis. The first meeting consisted of OSHA snow removal topics.

Right-of-way maintenance and tree trimming were done countywide, and crews cleaned drains at Cheryl Ave. and Aragon Ave.

Crews repaired a section of sidewalk on Central Ave. that posed a tripping hazard. They swept sidewalks on Trinity Drive, Central Ave., Canyon Road, and East Rd. and performed litter control on East Road. Crews also cleaned drop inlets on Spruce Street, Rose Street and Oppenheimer Drive.

Crews took a welding class on Metal Inert Gas (MIG) and ARC welder, and on torches. Crews have been removing and hauling dirt from the ice rink as part of the Community Services Department Ice Rink Parking Lot Improvements Project.

EMPLOYEE RECRUITMENT AND RETENTION

February Highlights

- 6 employees hired (all Regular/Full-Time)
- 6 employees left for non-retirement reasons (1 deceased)
- 3 employees retired
- Vacancy rate – 6% (stable for last 12 months)

Current Vacancies (link)

Lifeguard, Election Worker, Recreation Leader, Equipment Operator, Engineering Associate, Transit Operator, Arborist, Facilities Manager, Project Manager, Engineering Intern, Police Officer, Emergency Communications Specialist and Shift Supervisor (Dispatch), Summer Student Interns

HOUSING

WASHINGTON, DC – February 29, 2025. Incoming GDP, labor market, and inflation data point to an economy that entered 2025 with strong momentum, but current risks to the outlook are higher than normal due to uncertainty around trade policy, including additional tariff proposals, according to the February 2025 commentary from the Fannie Mae Economic and Strategic Research (ESR) Group. “However, ongoing uncertainty around trade policy adds risk to our GDP and inflation outlooks, which may have implications for mortgage rates, although the direction – up or down – would depend on several factors. Higher mortgage rates would exacerbate the existing ‘lock-in effect’ and worsen affordability, which may then weigh on home sales and mortgage originations activity. Of course, if mortgage rates move lower, we’d likely see an improvement in affordability and a corresponding pickup in housing activity,” according to Kim Betancourt, Fannie Mae Vice President of Multifamily Economics and Strategic Research. – Fannie Mae – Economic & Strategic Research Group.

Partnership Project Updates:
20th Street Development Solicitation: County staff and RBMM development are finalizing the SPDA and related cost estimates for on-site and off-site improvements. The RBMM engineering team are completing initial design and cost estimates including a ‘not to exceed’ amount for intersection improvements. [Goals: Downtown Revitalization, Local Business, Housing.]

Affordable Housing Service Provider: The Santa Fe Housing Trust staff are reviewing applications for both the Home Rehabilitation and Home Buyer Loans. The County and Housing Trust hope to issue affordable housing loans under the partnership in the coming weeks.

North Mesa Update: Wilson and Company are currently conducting field data collection as well as water and sewer modeling of the existing systems to determine the impacts of additional development on the North Mesa property. This data will guide the required infrastructure improvements needed to support development and provide preliminary cost estimates for the work. [Goals: Housing, Intergovernmental Relations.]

LOCAL BUSINESS

18 new Businesses received LAC business licenses in February 2025. 6 are here in Los Alamos County and 12 are out-of-town businesses.
7 Event permits were approved and issued in February 2025 Tourism?

DOWNTOWN REVITALIZATION

Staff received a draft Los Alamos Downtown East MRA plan for review and will be scheduling public hearings required by the state law for Council adoption consideration.

EDUCATIONAL, ARTS, CULTURAL, & HISTORICAL AMENITIES

Nature Center Programs

Night Sky in April, April 4, 2025
25th Anniversary Fuller Lodge Art Gallery Opening Night, April 4, 2025
The Sun: Our Living Star, April 5, 2025
Bird Walk at Los Luceros, April 6, 2025
25th Anniversary Bathtub Row PEEC Beer Release, April 10, 2025
Moonrise Hike, April 11, 2025
Audio Tour of the Universe, April 12, 2025
Phantom of the Universe, April 19, 2025
25th Anniversary Wildflower Walk, April 22, 2025
Los Alamos Big Band Performance in the Planetarium, April 25, 2025
From Earth to the Universe, April 26, 2025
Los Alamos Mountaineers program (In-person and Live-streamed), April 29, 2025

Library

February Stats:
67 Public programs and Events
1,419 Total Program Attendance
23,753 Physical Items Circulated
9,887 Digital Items Circulated
33,640 Total Items Circulated

In February, the Library hosted a variety of adult programs. Early in the month, three Dungeon Masters guided adventurers through separate one-shot D&D campaigns, introducing new patrons to the game and the ongoing weekly winter campaign.

The Library offered a talk by Bernie Gurule, principal of the Santa Fe Indian School, on the history of the school and its integration with the 19 pueblos of New Mexico. This

event was made possible in partnership with the J. Robert Oppenheimer Memorial Committee.

Additionally, a Small Space Gardening Panel was held in support of the volunteer-run seed library, featuring experts ranging from Master Gardeners to long-time local gardeners.

Library teens at the Random Fandom program worked on a service project decorating bowling pins for the Bowl for Kids' Sake fundraiser by Big Brothers Big Sisters Mountain Region.

Youth staff collaborated with First Born Los Alamos to host a pajama party at the White Rock Branch, where 29 parents and kids played and built forts with sheets.

The annual All Schools Student Art Show opened in the Step Up gallery on February 20, attracting an estimated 400 students and family members. The exhibit features artwork from students at all grade levels in Los Alamos Public Schools.

In February, the second season of the seed library ended. While checkouts from the first season weren't quite matched, the White Rock Branch Library saw a 30% increase in both patrons served and seed packages distributed.

The Library's new website will launch on March 18, using the same platform as the County's website to improve information sharing between the two.

The public poll on the outdoor classroom closed on March 2nd with 230 responses received. Based on survey responses, Library staff will send feedback to the architect to modify the design.

TOURISM AND SPECIAL EVENTS

@VisitLosAlamos Facebook:
15,587 followers to date
9,525 reached this month

215 engagements this month

@VisitLosAlamos Instagram:
1,416 followers to date
11,553 reached this month
186 engagements this month

Visitlosalamos.org Website:
2,658 Users
2,072 Engaged Sessions
58 seconds Average Engagement Time/Session

Visitor Center Visitation
Los Alamos: *822 this month*
White Rock: *218 this month*

Connecting with the Public:
Business Tour: On January 20, Dr. Shanna Sasser, Anita Barela, and Ellyn Felton visited the business UbiQD for a tour and discussion. The business received a Small Business Innovation and Research Grant from the USDA in 2024 and received the 2024 South by Southwest (SXSW) Innovation Award for its quantum dot greenhouse technology.*[1.1 Communication and Engagement; 3.2 Local Business]*

Connecting with Community Partners:
LTAB- On February 26, Ellyn Felton and Dr. Shanna Sasser participated in an LTAB Committee Interview. Now that the committee has reached quorum, LTAB will continue to meet monthly. *[3.4 Tourism and Special Events]*

Tourism Group Discussion - On January 26, Ellyn Felton and Dr. Shanna Sasser led a conversation with their tourism group. The meeting included updates about calendars as well as insight on events at the Los Alamos Golf Course. *[3.4 Tourism and Special Events]*
Airport Meeting- Dr. Shanna Sasser met with Gary from the Los Alamos Airport to discuss economic development potential. *[3.4 Tourism and Special Events, 3.2 Local Business]*

NM Economic Development Professional Association- Dr. Sasser attended the winter meeting for NM IDEA in Santa Fe. *[3.4 Tourism and Special Events, 3.2 Local Business]*
Designing and Leading Public Participation- Dr. Sasser completed the second part of Public Participation training. *[3.4 Tourism and Special Events, 3.2 Local Business]*

Pojoaque Industrial Park Tour- Dr. Sasser organized a meeting with regional partners to see the
Pojoaque Industrial Park for potential site locations for businesses. *[3.2 Local Business, 1.2 Intergovernmental, Tribal, and Regional Relations]*

Business Coalition Presentation- Dr. Sasser presented to the business coalition on the current updates for the CDD Department and Small Business Supports. *[3.2 Local Business, 1.2 Intergovernmental, Tribal, and Regional Relations]*

Change of Use Workshop - Dr. Sasser collaborated with the Building and Code Department to present a workshop for small business owners to better understand how the change of use in commercial space affects the code requirements. *[3.2 Local Business]*

Comprehensive Economic Development Steering Committee- Dr. Sasser participated in meetings with the Northern NM Council of Governments. The Committee will be holding a listening session on March 13th at 5:30 pm to hear public comments around economic development. *[3.2 Local Business, 1.2 Intergovernmental, Tribal, and Regional Relations]*

COMMUNITY BROADBAND

The broadband manager is meeting weekly with the Bonfire team to implement the CBN (Community Broadband Network) project. The project is currently in the engineering & design phase. The project team is also meeting with staff from Public Works, the Department of Public Utilities and the Los Alamos National Laboratory to identify existing conduit. Bonfire's subcontractor will soon begin proofing these conduits in the field to determine viability. All of these efforts are working toward Bonfire's first deliverable - the "high-level" design.

Collaboration efforts continue with the Pueblo of San Ildefonso's broadband team on the middle mile fiber project, including finalizing a series of agreements related to construction and operation of the Pueblo's new 11-mile middle-mile fiber network connecting White Rock to Pojoaque.

HEALTH, WELLBEING, AND SOCIAL SERVICES

February Stats:

4 Contractor Public Programs & Events
1,347 People Attended Programs and Events

Social Services staff continue to assist clients at our office location, as well as locations throughout the community. We especially appreciate our collaboration with the Los Alamos Police Department as officers have recognized community members in distress, have offered ride-a-longs with SSD staff in the field, and have been able to connect individuals with resources through the Social Services Division.
In February, Social Services Manager Jessica Strong attended the New Mexico Alliance of Health Councils' Annual Statewide Meeting in Albuquerque. This event brings County and Tribal Health Councils together for a day to connect, share knowledge, and collaborate for a healthier New Mexico. As a reminder, the Los Alamos County Health Council meets monthly on the first Thursday of the month from 12-1:30pm, and meetings are open to the public.

Case Coordination Specialist Deni Fell attended the Unite Us Summit in Albuquerque on February 6th. The summit was designed to bring community nonprofits and service providers together for a day of networking, information sharing, and relationship building. No single organization can meet all the needs of those seeking assistance, and we rely on one another and the resources available through our community of helping agencies to refer clients in a closed-loop system.

Following a successful pilot program last year, the Los Alamos County Social Services Division announced the relaunch of its successful evening hours collaboration with the Mesa Public Library and the White Rock Public Library from 4-7pm at Mesa Public Library on the first Wednesday of the month and from 4-7pm at White Rock Branch Library on the third Wednesday of the month.

Social Services Contractors:

Los Alamos Public Schools Prevention (LAPS)
Title: LAHS Sources of Strength Dare to Care Campaign
Dates: February 7-14, 2025
# of Participants: Reaches the entire student and staff population at LAHS, approximately 1200 people.
Event Summary: The LAHS Sources of Strength peer leaders created an outreach campaign for February, encouraging staff and students to share their care. Activities included a kickoff video, a table for sharing what participants love about LAHS, and decorated student bathrooms with positive messages. The program was recently added to the Suicide Prevention Resource Center's Best Practices Registry for its significant prevention impact.
Upcoming Event: The annual Spring prescription drug take-back day is scheduled for Saturday, April 26th.

Los Alamos Retired & Senior Organization (LARSO)
Title: Romance Scams Workshop
Date: 2/18/2025
# of Participants: 20
Event Summary: AARP representatives shared information about Romance Scams as part of the Scam Awareness for Elders campaign. The event focused on recognizing and avoiding scams targeting older adults.
Upcoming Event: Lunchtime Music: SaxAtomix on Tuesday, April 15, 2025, 12:00-1:00 PM.

YMCA Teen Center (TC)
Title: Valentine's Day Carnival
Date: 2/14/2025
# of Participants: 18
Event Summary: The Teen Council organized a Valentine's Day carnival featuring a cake walk, musical chairs, charades, and art projects. This event followed the successful Halloween Carnival held earlier this year.
Upcoming Event: Hawk Hangout - Take Over the Teen Center Day on April 24th for middle schoolers, with high school members acting as mentors.

Las Cumbres Community Services (LC)
Title: Developmental Drop-in Playgroup
Dates: Mondays in February (2/3, 2/10, 2/17, 2/24)
# of Participants: 109
Event Summary: Las Cumbres facilitated developmental activities with support from Occupational and Behavioral Therapists. The event provided opportunities for families to ask questions and receive guidance.
Upcoming Event: Sensory-Friendly Egg Hunt on April 12th from 3-5 pm at the Los Alamos location.
Upcoming Event: Sensory-Friendly Egg Hunt on April 12th.

INCLUSION, ACESS, AND BELONGING

Task Force

Council created and appointed seven member to the Inclusion Task Force that will serve as advisory to the County Council on issues of …. (add link to web page)

MOBILITY

The draft update to the Los Alamos County Pedestrian Master Plan was presented to the Transportation Board on February 6. Staff will address feedback received and provide a follow-up presentation to the board in March, with an anticipated request for recommendation for adoption to take place in April.

The Urban Trail was opened to the public in February with an official ribbon cutting ceremony taking place on February 26.

Atomic City Transit
February Stats:
Unlinked Passenger Trips (UPT) - 16,422
Fixed-Route UPT - 15,976
Demand-Response UPT - 446
Special UPT - 0
Service Days - 21
UPT per Service Day - 782
UPT per Service Mile - .44
Service Disruptions - 2
On-time Timepoint Departures - 83.0%
On-time Paratransit Trips - 95.0%
Buses with Defective ITS Systems -17%
Customer Complaints - 0

Atomic City Transit (ACT) continues to work on its Zero Emission Transition Plan. The Plan will identify any current and future resources needed for a successful implementation of incorporating battery electric or low emission vehicle technologies in Los Alamos. Also, an essential component of this plan is its compliance with the Federal Transit Administration's requirements for a Zero-Emission Fleet Transition Plan.

ACT continues to work with Spare Labs Inc on the logistics and implementation stages of the upcoming Microtransit Support. This service aims to enhance the efficiency of paratransit operations while integrating with Microtransit services.

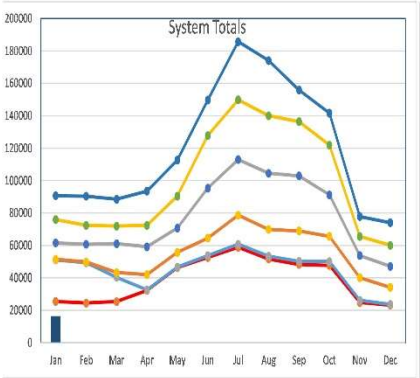
ATOMIC CITY TRANSIT

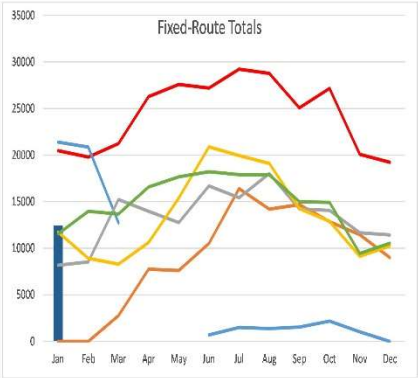
2025 Ridership Report

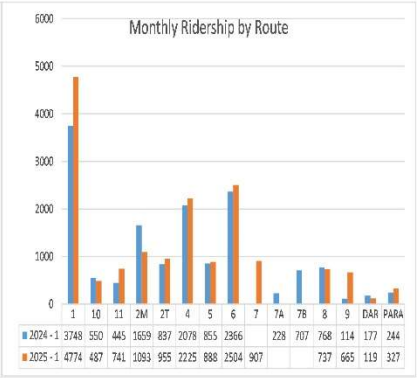
LOS ALAMOS

YTD

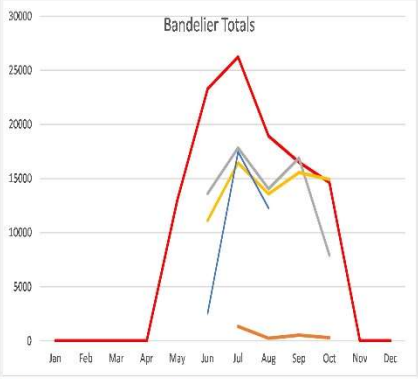
Route	Trips 2019	2020	2021	2022	2023	2024	2025	% Chg (from 2019)	% Chg (from 2020)	% Chg (from 2021)	% Chg (from 2022)	% Chg (from 2023)	% Chg (from 2024)	Jan Rev. Miles 2024	2025	Jan Rev. Hours 2024	2025	Jan YTD Trips 2024	2025	Month YOY % Chg (from 2024)	Svc Days
1 Downtown	4,509	4,606	-	2,153	2,946	3,748	4,774	6%	4%		122%	62%	27%	5,118	5,136	272	273	3,748	4,774	27%	21
2M White Rock - Main Hill	2,336	2,089	-	1,061	2,079	1,659	1,093	-53%	-48%		3%	-47%	-34%	7,450	7,503	282	284	1,659	1,093	-34%	21
2T White Rock - Truck Rt	1,451	1,228	-	508	730	837	955	-34%	-22%		88%	31%	14%	6,954	7,008	272	274	837	955	14%	21
2P White Rock - Peak	405	533	-	-	-	-	-							-	-	-	-	-	-	0%	-
3 Central / Canyon	2,428	2,526	-	954	-	-	-							-	-	-	-	-	-	0%	-
4 North Community	2,920	2,713	-	1,156	2,525	2,078	2,225	-24%	-18%		92%	-12%	7%	4,050	4,072	271	273	2,078	2,225	7%	21
5 Barranca Mesa	1,228	1,603	-	514	953	855	888	-28%	-45%		73%	-7%	4%	3,781	3,812	268	271	855	888	4%	21
6 North Mesa	5,200	6,088	-	1,832	2,487	2,366	2,504	-52%	-59%		37%	1%	6%	4,852	4,893	339	342	2,366	2,504	6%	21
Fixed-route subtotal	**20,477**	**21,386**	**-**	**8,178**	**11,720**	**11,543**	**12,439**	**-39%**	**-42%**		**52%**	**6%**	**8%**	**32,205**	**32,424**	**1,705**	**1,717**	**11,543**	**12,439**	**8%**	
7 North Mesa Expr	1,171	1,019	-	731	663	935	907	-23%	-11%		24%	37%	-3%	224	115	15	5	935	907	-3%	-
8 North Community Expr	648	646	-	125	638	768	737	14%	14%		490%	16%	-4%	103	116	7	8	768	737	-4%	18
9 Aspen Expr	749	741	-	248	148	114	665	-11%	-10%		168%	349%	483%	157	176	7	8	114	665	483%	18
10 Barranca Expr	1,057	594	-	291	413	550	487	-54%	-18%		67%	18%	-11%	135	132	8	8	550	487	-11%	18
11 White Rock Expr	776	789	-	282	439	445	741	-5%	-6%		163%	69%	67%	272	306	11	12	445	741	67%	18
Express route subtotal	**4,401**	**3,789**	**-**	**1,677**	**2,301**	**2,812**	**3,537**	**-20%**	**-7%**		**111%**	**54%**	**26%**	**891**	**846**	**48**	**41**	**2,812**	**3,537**	**26%**	
12 Bandelier	-	-	-	-	-	-	-							-	-	-	-	-	-	0%	-
Dial-a-Ride	117	99	-	49	97	177	119	2%	20%		143%	23%	-33%	1,114	838	75	62	177	119	-33%	21
ACT Assist	475	361	58	215	216	244	327	-31%	-9%	464%	52%	51%	34%	2,237	2,984	159	186	244	327	34%	21
Special Services	-	-	326	-	-	-	-							-	-	-	-	-	-	0%	-
System total	**25,470**	**25,635**	**384**	**10,119**	**14,334**	**14,776**	**16,422**	**-36%**	**-36%**	**4177%**	**62%**	**15%**	**11%**	**36,447**	**37,091**	**1,988**	**2,005**	**14,776**	**16,422**	**11%**	**21**

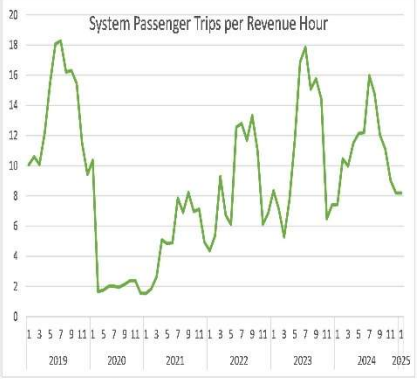














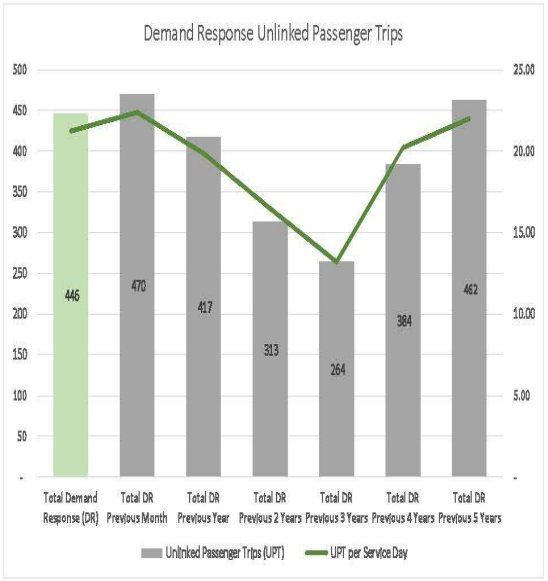
Total Passenger Trips to Date: 6,649,125

Significant Service Adjustments and Special Events

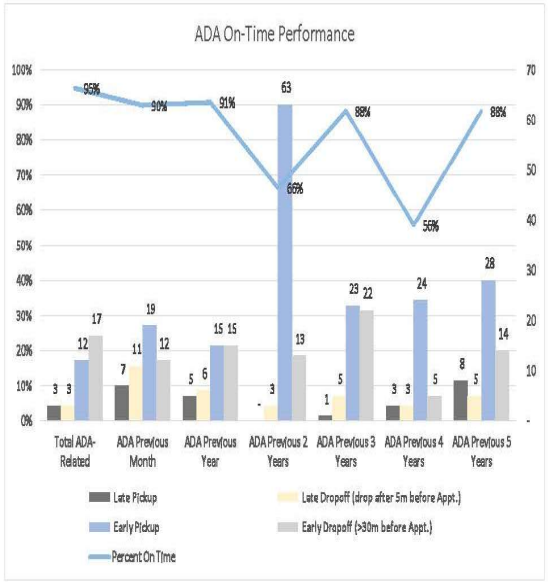
- **All Month:** Due to staffing shortages, Rt 3 did not operate (Rt 1 provided service to Camino Entrada area). Route 6 Peak morning service was suspended due to a staffing shortage.
- **January 1:** Closed in observance of New Year's Day.
- **January 2-6:** Express routes did not operate during school closure
- **January 20:** Closed in observance of Martin Luther King Jr. Day

Atomic City Transit - Demand Response Ridership and Statistics

January 2025	*Total Demand Response (DR)*	*Total DR Previous Month*	*Total DR Previous Year*	Total ADA-Related	Total DAR	Total DAR-Special
NTD Service Information						
Vehicles Operated in Max Service	2	2	3	2	2	-
Unlinked Passenger Trips (UPT)	446	470	417	327	119	-
UPT Ambulatory	424	439	383	311	113	-
UPT Non-Ambulatory	22	31	34	16	6	-
UPT Evening DAR	34	43	46	-	34	-
UPT Daytime DAR	78	112	122	-	78	-
UPT Regional-Linked	216	194	159	168	48	-
Companions	31	39	-	24	7	-
PCAs	19	20	32	19	-	-
Total Vehicle Miles (VM)	4,827	4,944	4,243	3,736	1,091	-
Total Vehicle Hours (VH)	370	371	353	276	94	-
Total Revenue Miles (RM)	3,822	3,940	3,351	2,984	838	-
Total Revenue Hours (RH)	248	247	234	186	62	-
Regional-linked Miles	2,571	2,235	1,637	2,070	501	-
Regional-linked Hours	92	81	63	76	15	-
Passenger Miles	3,419	3,157	2,673	2,613	806	-
Passenger Hours	144	140	117	112	32	-
Service Days	21	21	21	21	21	-
Weekdays	21	21	21	21	21	-
UPT per RM	0.1	0.1	0.1	0.1	0.1	-
UPT per RH	1.8	1.9	1.8	1.8	1.9	-
UPT per Service Day	21.2	22.4	19.9	15.6	5.7	-
UPT per Weekday	21.2	22.4	19.9	15.6	5.7	-



Scheduling Stats						
Subscription	196	165	128	196	-	-
One Way Trips Requested	614	706	597	476	138	-
One Way Trips Performed	396	411	385	284	112	-
Advance Reservation	284	256	215	284	-	-
Same Day Reservation	112	155	168	-	112	-
Avg. Minutes to board	1	0	0	1	0	-
Avg. Minutes to Disembark	1	0	0	1	(0)	-



Capacity Metrics						
Missed Trip (Due to Vehicle Late)	-	-	-	-	-	-
Trips On Time	370	374	346	269	101	-
Percent On Time	93%	91%	90%	95%	90%	
Early Offer	12	10	10	9	3	-
Late Offer	5	11	9	4	1	-
Late Pickup	8	11	13	3	5	-
Excessively Late Pickup (>15m after window)	-	1	1	-	-	-
Late Dropoff (drop after 5m before Appt.)	4	11	6	3	1	-
Excessively Late Dropoff (>10m after Appt.)	1	1	-	1	-	-
Early Pickup	18	26	26	12	6	-
Excessively Early Pickup (>15m before window)	2	2	4	2	-	-
Early Dropoff (>30m before Appt.)	19	12	15	17	2	-
Excessively Early Dropoff (>45m before Appt.)	-	-	-	-	-	-
Trip Over 45 min	15	15	8	15	-	-
Trip Over 60 min	-	1	3	-	-	-
Over Fixed-Route Duration Est.	14	16	15	10	4	-
>15m Over Fixed-Route Duration Est.	3	1	2	2	1	-

OPEN SPACE, PARKS, AND RECREATION

ADMINISTRATION

CSD sponsored a park and recreation facility tour for the Parks and Recreation Board members.

OPEN SPACE, PARKS AND TRAILS

February Stats:
Park Acres Maintained – 248
Repairs Due to Vandalism – 8
Volunteer Hours – 0
Cemetery Headstone/Niche Installations – 7
Memorial Bench Installations - 0

The Parks and Open Space team is working on the following items.

- AGR24-950, OpenGov Asset Management Software for the Parks and Open Space Division will begin implementation in White Rock to work out any software issues in March 2025.
- RFP25-37, Guaje Pines Cemetery Master Plan process will begin March 2025. The contractor, Sloane Consulting Group, will be conducting a site visit during the week of March 24-28, 2025.
- IFB28-18 - Athletic Field Renovations approved by County Council on 11/19/24. This is a three-year sports field renovation plan to address field leveling/laser grading, replacement of sod and irrigation adjustments will begin May 23, 2025.
- AGR24-23, Site Southwest Open Space and Trails Management plan is in the final stages. The contractor has conducted multiple community engagement meetings and is working on final reviews and edits of the plan.
- IFB25-36, Contractor LA Landscaping and More will lead the renovations at both sites, which include the demolition and construction of a new basketball court at East Park and demolition and construction of tennis and pickleball courts at North Mesa Park with an estimated completion date of September 30, 2025. This project begins March 5, 2025.
- Due to warmer weather, the Parks team has been turning water on during the last few weeks of February. This is extremely early compared to prior years.

Volunteer Opportunities

Volunteer opportunities for trail maintenance are offered May – October annually. A complete list of volunteer opportunities may be found here: https://www.volunteerlosalamos.org

RECREATION

Recreation February Stats:
Programs and Events – 28
People Attending Programs and Events – 963
Open Gym Programs – 883
People Utilizing the Ice Rink – 9,463
People Utilizing the Golf Course – 0 (closed for winter)

Special Olympics Fundraising Broomball Game, February 7, 2025
On Friday, February 7th, the Ice Rink hosted the Special Olympics fundraising Broomball game. The rematch featured Fire vs. Police, with the Fire team coming out on top this year. This event brought in around 200 attendees.

Meiji University High Altitude Training, February 11 – March 2, 2025
A total of 13 athletes from Tokyo visited Los Alamos for high-altitude training from February 11 to March 2. This is the first year Meiji University brought members from both the men's and women's swim teams.

Hawk Hangout Bowling Trip, February 13, 2025
Recreation staff, along with the YMCA, LA Courts, JJAB, and LAMS, accompanied a group of middle school students for Hawk Hangout to Espanola for a fun afternoon of bowling at Big Rock Bowling.

Dive In Movie, February 14, 2025
Friday, February 14th, was an eventful day at the Walkup Aquatic Center with the Dive In Movie event. The total turnout was 12 youth and 4 adults. Although the turnout was low, those who attended had a great time.

Annual 3v3 Tournament for 6U Players, February 15, 2025
Rink staff, in partnership with Los Alamos Youth Hockey Association, hosted the annual 3v3 tournament for 6U players. This age group is the youngest in youth hockey, and the tournament has been hosted by LAHA for 16 years before LAC Rink/REC staff took over in 2023. This year's tournament featured 8 teams, with participants from Texas (2), Colorado (3), and New Mexico (3).

Holiday Ice Skating, February 17, 2025
The Ice Rink was open for Presidents Day from 12 PM to 5 PM, marking the last day of the season.

Ice Rink Shutdown, February 18, 2025
In preparation for summer events, staff began the process of shutting down the ice rink. This included removing the ice sheet, pressure washing any paint residue, and buffing the boards and glass to remove scuff marks.

February brings us to the end of the Ice Rink 24/25 season. March has rink staff cleaning up the Rink and working on various maintenance tasks to clean the rink up and transition to a roller rink for the spring and summer roller skate groups and events.

This March will also see the start of the removal of the temporary Ice Chiller to make way for the new permanent chiller plant to take its place.



Difference old/new sliding door



Small space gardening panel



Pajama playdate at WRBL



Sources of Strength



Borderlands Rodeo Queens Clinic



Hawk Hangout



3v3 tournament



Ice Rink Shutdown



Broomball 2025



PumaGuard

PUBLIC SAFETY

BUILDING SAFETY

There were a total of 2 Commercial permits issued in February 2025 with a total valuation of $32,993.00

There was a total of 61 Residential permits issued in February 2025 with a total valuation of $1,597,054.00

There was a total of 130 inspections conducted by the Building Division during February 2025

CODE ENFORCEMENT

35 Code Cases opened in February 2025

42 Code Cases were closed in February 2025

FIRE

February Stats:

181 calls for service
121 EMS Calls
16 False Alarm Calls
12 Good Intent Calls
10 Service Calls
9 Hazardous Condition Calls (No Fire)
5 Fire Calls
1 Severe Weather & Natural Disaster Calls
1 Special Incident
3 Community Outreach/Education Events

LAFD New Ladder Trucks

LAFD is getting two new ladder trucks to be added to our fleet. Pierce Manufacturing Inc. is keeping the department updated on the progress made throughout the process of building our new trucks along with photos. Pierce has updated the department of the following as of February 21st, 2025:

> For the first truck in February, the cab has completed assembly and has completed the initial paint process. The pump house and body are completed and at this point remain staged. Moving forward, the pump house will be merged with the chassis and the body will continue through the paint process. The bed has been base coated and will be getting ready for paint. The air suspension components have been mounted onto the chassis.
>
> For the second truck in February, our cab is continuing the initial assembly process, and the frame is still undergoing fabrication and assembly. The pump house will continue initial assembly and has been painted. Moving forward the body will undergo the assembly and further the paint process. The bed has not yet been coated with the basecoat but is near completion of the assembly.

EMS Division
Los Alamos Fire Department is proud to announce the successful completion of the didactic portion of its Emergency Medical Technician (EMT) Intermediate class, which was wrapped up last week. This marks a significant landmark in the training of local EMTs who are preparing to serve our community with the highest standards of emergency medical care.

The EMT Intermediate class, which includes both classroom instruction and hands-on experience, has provided students with a solid foundation in advanced emergency medical techniques, patient care, and critical decision-making. The didactic portion of the course focused on a comprehensive curriculum that covered a wide range of topics including intravenous therapy, advanced airway management, trauma care, pharmacology, and cardiac emergencies.

Now, the students are moving on to the clinical portion of the training, where they are gaining invaluable real-time practice in a clinical setting. They are working directly with healthcare professionals, engaging in live scenarios that provide them with a firsthand understanding of the dynamics of emergency medicine. These clinicals are crucial for bridging the gap between classroom learning and actual patient care in the field.

Staff would like to express our sincere gratitude to Los Alamos Medical Center for their partnership and support in allowing our EMT students to conduct their clinical rotations at their emergency room. This collaboration has provided an essential real-world experience that ensures our EMTs are ready to respond to emergencies with the knowledge and confidence required to save lives.

Wildland Division
LAFD's Wildland Division has seen a big increase in its free Home Assessment program. Traditionally LAFD would conduct 1-3 home assessments every two weeks.

Since the LA Daily Post article from January, the division has conducted over 30 assessments with an additional 20 scheduled for the next two weeks. These home assessments are greatly appreciated by the public and benefit the community's safety and readiness.



Frame of department's ladder truck



Cab being placed on LAFD's new ladder truck



The frame of the ladder truck continues assembly



2025 Wildfire Day flyer



LAFD personnel present to Pojoaque students



LAFD at Pojoaque High school with all presenters for Career Day

ENVIRONMENTAL STEWARDSHIP

In February, the sustainability manager and DPU's conservation officer held two work sessions for county employees to learn about rebates and tax credits through the Inflation Reduction Act and the New Mexico Energy Conservation and Management Division. The rebates and incentives are designed to make homes and businesses more energy efficient.

Work to integrate the Climate Action Plan strategies into County operations continues. This includes adding ongoing and near-term action items into an AchieveIt Dashboard, which will be displayed on the Sustainability webpage when it is done. Several climate action initiatives are funded and are in progress, such as kicking off the EV Fleet Conversion Study and Community-Wide EV Charging plan and efforts to bring an agreement to the Council in June 2025 to award a third-party vendor to assist with outreach and public education on greenhouse gas reduction. Additionally, Staff is exploring how to design and effectively implement energy audit services for residential

households. Read the latest Sustainability Newsletter https://conta.cc/3FdbWeU.

WASTE MANAGEMENT

Environmental Services

February Stats:

Customer Emails – 41
Roll Cart Requests – 62
Household Hazardous Waste Customers - 72
Recycle Coach App Users – 2,812
Recycle Coach App Interactions – 13,120
Overlook Visitors – 117
Transfer Station Visitors – 1,955
Yard Trimming Participants – 5,312

Environmental Services has selected a site for a food waste composting facility at the Los Alamos Eco Station. Initial site plans for an aerated static pile system, designed to operate at the Eco Station, were developed by SCS Engineers. The program aims to divert an estimated 4,500 tons of food and yard trimmings annually from the landfill, transforming these materials into valuable compost.

On February 6, 2024, County Council meeting, the Council approved the staff recommendation to implement food waste composting at the Eco Station using the Aerated Static Pile system. Currently, Environmental Services is working with the Department of Energy (DOE) to amend the lease for the Eco Station, allowing for the facility's operation on the property.

Environmental Services, in collaboration with the Sustainability Managers, continues to explore grants and other funding opportunities to support the project's costs.

As part of the "Operation Save the Bears" initiative, Environmental Services delivered 260 dumpsters to the business community and 1,000 roll carts to residential customers during the first wave of the program. In December 2024, Environmental Services received an additional 1,154 Kodiak Bear-Resistant Carts and has since distributed more than 600 to residents who requested one.
Residents interested in obtaining a bear-resistant cart can submit a request at www.losalamosnm.us/gogreen.

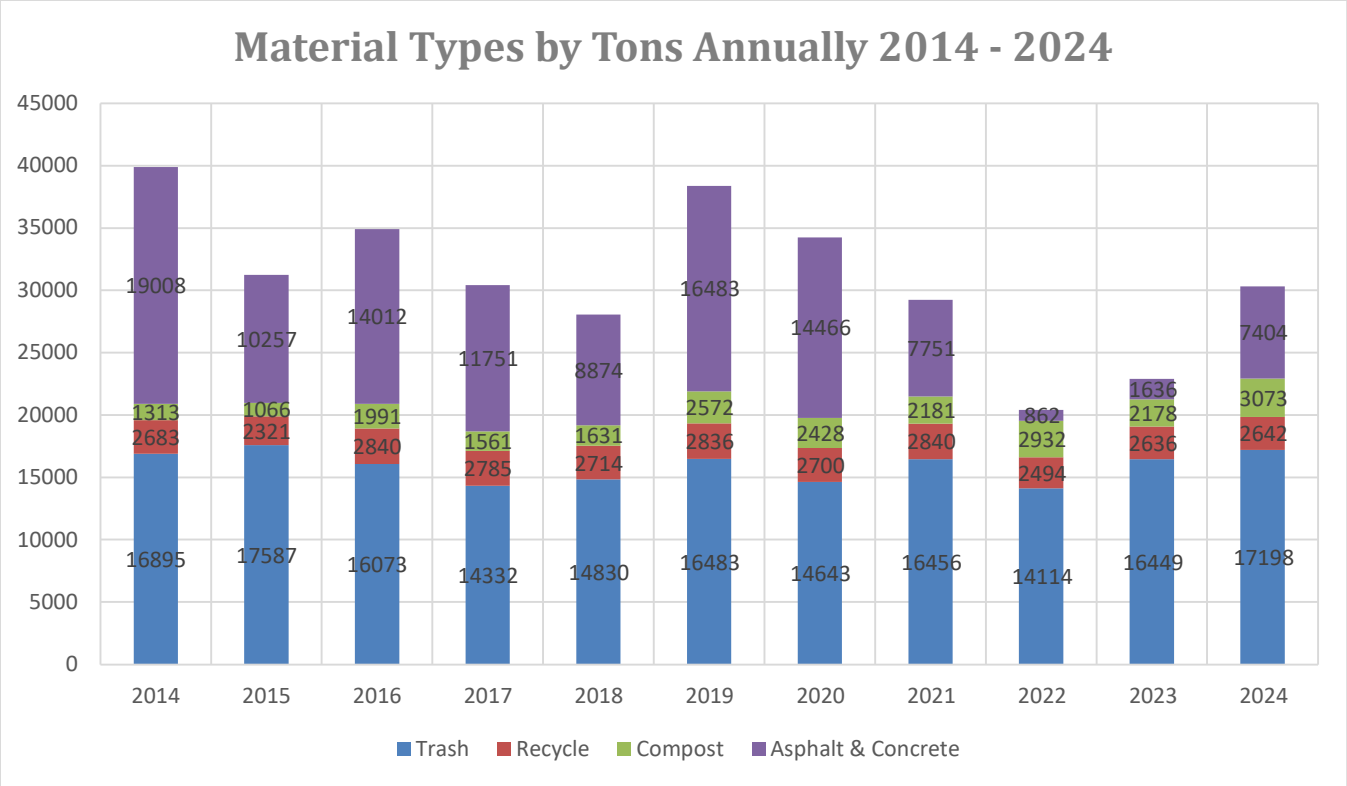
On February 3, 2023, Environmental Services transitioned from a weekly to a monthly Household Hazardous Waste (HHW) drop-off schedule. During the February 2025 event, Los Alamos County's contractor, ACT Enviro, provided trained personnel to properly categorize and sort materials from 72 residents, ensuring safe transport to appropriate disposal facilities.

The next HHW collection event is scheduled for Saturday, March 8, 2025, from 9:00 a.m. to 1:00 p.m.

Yard trimming collection for the 2024 calendar year began on Monday, March 25, and concluded on November 22. During this period, Environmental Services collected approximately 841 tons of yard waste. The materials are repurposed in various ways, including mulching for biosolid composting in wastewater management, erosion control at the Caja Del Rio Landfill, and landscaping by residents.
Each household is eligible for a one-yard trimming cart. Collection will resume on March 24, 2025. To register for a cart, visit www.losalamosnm.us/gogreen.

Environmental Services submitted its annual report to the New Mexico Environment Department on February 14, 2025. In 2024, the number of materials sent to the landfill increased by 749 tons, primarily due to a higher volume of construction debris.

The Environmental Services Department, in collaboration with the Zero Waste Los Alamos Team, offers a Zero Waste Party Kit for your next event. The kit includes 15 complete table settings, each featuring a large plate, cup, fork, spoon, butter knife, and napkin, providing a sustainable alternative to disposable tableware.



Material collected at the Eco Station

Residential Sustainability Report

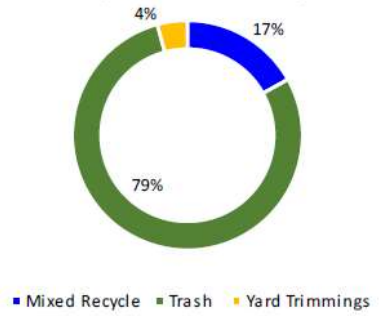
Service Period: January 2025

January Diversion Rate: 21%

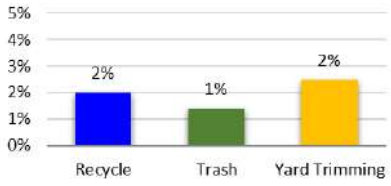
LOS ALAMOS

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

Monthly Collection Report

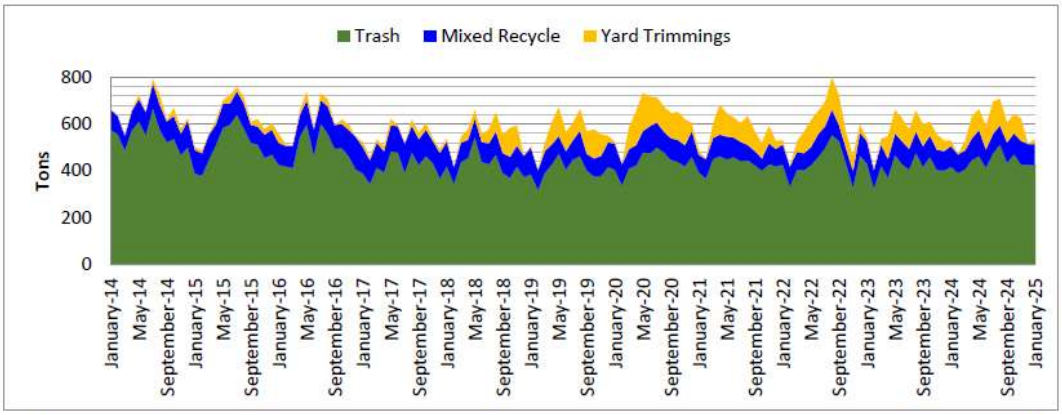


% Change Previous Year

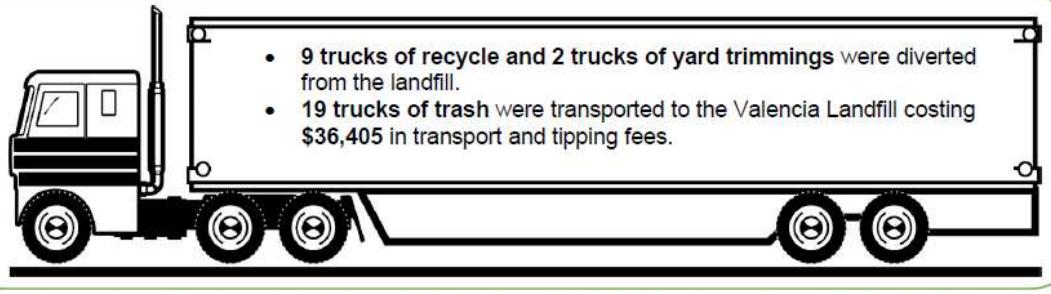


	Jan-24	Jan-25
Yard Trimming	22.14	22.69
Recycle	89.22	91.00
Trash	418.11	423.91

In January by recycling and composting Los Alamos County reduced GHG emissions by ~357 tons*



In 2025 by recycling and composting Los Alamos County reduced GHG emissions by ~357 tons*



- **9 trucks of recycle and 2 trucks of yard trimmings** were diverted from the landfill.
- **19 trucks of trash** were transported to the Valencia Landfill costing **$36,405** in transport and tipping fees.

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

**GHG emissions calculated using https://www.stopwaste.co/calculator*

Attachment A

PROJECT HIGHLIGHTS

BUILDING FACILITIES

Project managers are working on 24 active projects. The status of these projects encompasses the planning, procurement, design, and construction phases, and involve a wide range of building systems and complexities.

Project managers have closed 25 projects from the beginning of the year to date.

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Project Name	Dept(s)	Update
Golf Course Electric Cart Conversion	PW, CSD	On February 25 Council approved the Task Order 27 With All-Rite Construction
Asset Management Software for Facilities	PW	Staff and vendor are working together to review and verify the asset data collection upload. Staff are working with the vendor to configure the work order intake platform.
Benchmarking building utility consumption	PW	No activities to report for February.
Emergency dispatch CRAC unit	PD	The design professional is developing a design for the configuration of the server room and computer room air conditioning (CRAC) unit.
Women's Dormitory Building Renovation	PW	Staff and designers are preparing site plan package for P&Z consideration in February 2025.
Capital Outlay Grant Application for Betty Ehart Senior Center	PW, CSD, AS-FIN	Application under review by the funding agency. Results from this process are expected after April 2025.
Customer Care Service Electrical Connection to Emergency Power	PW, DPU	Installation of electrical breakers in main distribution panel and testing of systems is postponed until a new uninterrupted power supply system is installed.

Golf Course Site Improvements	PW, CSD	New outdoor bathrooms are installed in holes #6 and #13. The contractor is waiting for warmer weather to complete installation and testing of pump for new irrigation system.
Ice Rink Temporary Chiller	PW, CSD	The temp. chiller is operating satisfactorily.
Ice Rink Permanent Chiller Replacement	PW, CSD	Mechanical permits approved. Contractor is fabricating the chiller skid.
Ice Rink Floor Replacement and Shade Structure	PW, CSD	A second public meeting will be held in April.
Fire Station 3 Snow Melt System Replacement	PW, FD	Waiting for design professional proposal to redesign the glycol system.
Department of Utility (DPU) Standby Area Renovation	PW, DPU	This project is in a closeout phase. The contractor is correcting findings from the HVAC test and balance.
Emergency Operations Center (EOC)	PW, PD, FD	Grant application is going through the FEMA review process. Results are expected after April 2025.
Fire Station 4 Replacement	PW, FD	Staff reviewed preliminary design and coordinated preferred furnishings and finishes with Fire Department, reviewed preliminary design with sustainability team for feedback and compliance with LEED.
Mesa Public Library Siding Replacement	PW	The contractor started work is on-schedule and almost completed.
Aquatic Center Olympic Pool restoration	PW, CSD	Staff reviewed agreement and discussed project timeline – likely 2026 arch – October.
Betty Ehart Senior Center Renovation	PW, CSD	Staff and designers are reviewing the scope of the renovations.
Los Alamos Little Theatre fire suppression and asbestos abatement.	PW, CSD	Staff are coordinating with contractors to determine the scope of asbestos abatement, patching, and painting in conjunction with fire sprinkler work.
Betty Ehart Senior Center HVAC replacement	PW, CSD	The design kick-off meeting was held on January 9. Preliminary design work is in progress.
Doors installation at PD	PW, PD	The contractor is expected to complete installation and project close-out will commence.
Installation of EV chargers	Sustainability PW	Staff developed and approved a preliminary design for the charging station at the Municipal Building.

Fire Station 3 showers renovation	PW, FD	Staff are reviewing the scope and cost of proposal from on-call contractors.
Grant Application for Designing, Constructing, and Installing Electric Vehicle Charging Infrastructure	PW, DPU Sustainability	Staff are waiting for the results of the applications' evaluation.

Project Name	Dept	Completion date
Sewer Line at the Municipal Building	PW, RIM, Clerks, Archive	Project completed in January 2025
Golf Course High Netting	PW, CSD	Project completed in January 2025
Airport Fuel Farm	PW	Project completed in January 2025
White Rock Visitor Center Outdoor Restrooms and Pavilion	PW, CDD	Project completed in January 2025
White Rock Complex Roof Replacement	PW	Project completed in January 2025
BESC – Day-out area new roof covering	PW	Project completed in January 2025
Nature Center beams replacement	PW, PEEC	Project completed in January 2025
Community Bldg. new roof covering	PW	Project completed 2025
Red Cross Bldg. new roof covering	PW, PEEC	Project completed 2025

ROADS

The DP Road Phase II and Bathtub Row projects began in February again following a winter suspension.

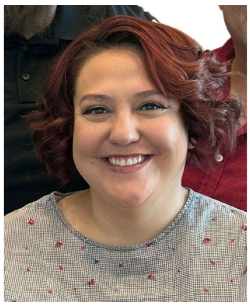
The NM-4 Crossing project and the Pedestrian Master Plan update were both brought to Transportation Board in February with public comment received on both items. These comments will help guide staff in these important initiatives.

A public meeting for the Trinity Drive ADA project, as well as a follow-up public meeting for the Pedestrian Master Plan Update will be held in March.

Other projects such as the Denver Steels Phase II, Bathtub Row, and DP Road have required outreach to the public, residents, businesses, Los Alamos Public Schools, and LANL/DOE. This coordination is critical to successful project execution while minimizing negative impacts.

Project Name	Dept(s)	Update
Urban Trail Phase I and II	PW	This project is complete with the trail fully open. A ribbon cutting ceremony was held on February 26.
DP Road Phase II	PW	The construction project is back underway by TLC Plumbing and Utility after a winter suspension and is anticipated for completion in late Spring 2025. The project scope includes new sewer and gas lines, electric conduit, storm drain, concrete replacement, and full reconstruction of roadway.
NM-4 Crossing and Multi-Use Trail	PW	This project will provide an at-grade crossing of NM State Road 4 in White Rock at the Mirador Subdivision and provide both new multi-use trail infrastructure and reconstructed trail infrastructure in the Pinon Park area. The county was awarded grant funding from NMDOT for this project with design underway by Bohannon Huston Inc. Construction is anticipated to begin in late 2025.
Trinity Safety and ADA	PW	This project is the result of a 2016 road safety audit and has been awarded grant funding from the Federal Highway Safety Improvement Program by NMDOT. The Hybrid Road Diet alternative selected to be further explored at the August 6 Council was presented by the design team lead by Wilson & Company to Council. A resolution of support from the Council on September 10 was approved for this alternative. Construction is anticipated in late 2025.
Finch Street	PW	The project design was completed by an engineer on-call. The project is anticipated to be advertised for bids in 2025. Approval of entering into an agreement with the Los Alamos Medical Center for the transfer of land for the construction of the Finch Street project was approved by the Council in August 2023. Construction is anticipated in 2025.
Canyon Rim Trail Phase III	PW	The project design and ROW acquisitions are underway from Knecht Street to 15th Street. Design is being completed by an engineering on- call. The project is anticipated to be advertised for bids in Spring 2025. Completion of the trail design from 15th Street to 20th Street is pending ROW acquisitions.
Bathtub Row – Peach Nectar	PW	The project was awarded to TLC Plumbing and Utility. This is a joint project with the Department of Public Utilities and includes full road reconstruction along with utility upgrades. The project began construction in August 2024, entering a winter suspension in November 2024 and will be completed in Summer 2025.
Denver Streets Phase II	PW	This project is being designed by staff. This is a joint project with the Department of Public Utilities and includes full road reconstruction along with utility upgrades. The project is anticipated to begin construction in late 2025.

NEW STAFF & PROMOTIONS



Monica Rivera, Permit Technician

The Community Development Department is delighted to welcome Monica Rivera to their team as our new Permit Technician. Monica joins us from DPU Customer Care and has been a valued member of Los Alamos County for over three years. She will continue to provide exceptional customer service to both internal and external customers. Congratulations to Monica.

Jeramay Martinez, Health Care Specialist

Social Services welcomed Jeramay Martinez to a full-time position as Health Care Specialist. Staff and community members alike are thrilled as she has worked as a Health Care Specialist in a part-time casual role the past year, assisting our population at risk of and those experiencing homelessness.

Anita Barela, Small Business Program Manager

Anita Barela has accepted the position of Small Business Manager position in the Economic Development Division of Community Development. Anita has begun the process of small business outreach as follow-up from the small business survey and will be working on developing the LEDA for Retail program by the Fall.

Victoria Pacheco, Benefits and Pension Manager

Crystal Roybal, HR Analyst 2 (Recruitment)

Sierra Martinez, HR Analyst 1 (Recruitment)





Benjamin Vigil and Jacob Coriz were recently promoted to Senior Equipment Operators.





Clint Barb and Bryant Robertson were recently hired as Transit Operators.

ANNIVERSARIES AND RETIREMENTS

February Service Awards

25 years

Olivia Li

20 years

Julie Jaramillo

Ernesto Gallegos

15 years

Neddie Gurule

10 years

Beverley Simpson

5 years

Victoria DeVargas

Christal Quintana

Selina Loretto

Eric Ulibarri

ACCOLAIDS



Melissa Dadzie, Chief Financial Officer

Melissa has passed her exams and has achieved her Certified Fraud Examiner (CFE) certification. The Association of Certified Fraud Examiners (ACFE) offers the Certified Fraud Examiner (CFE) certification to professionals who investigate financial records for fraud. CFEs are trained professionals who possess a unique set of diverse skills in preventing, detecting and investigating fraud. Skills such as: Knowledge of complex financial transactions, understanding of investigative techniques and legal issues, ability to resolve allegations of fraud, and designing effective anti-fraud programs.

CFEs have access to world-class anti-fraud training and resources through the Association of Certified Fraud Examiners (ACFE), which enables them to build and maintain their expertise and stay informed about the latest trends and best practices. This is a valuable resource for taxpayer accountability, and excellence over internal controls. Congratulations to Melissa.



Perry Rutherford, Technical Support Specialist

Congratulations to Perry Rutherford for passing the Information Technology Infrastructure Library 4.0 (ITIL) Certification Exam, on February 28th.

Sonya Ortiz, Compensation Manager

Congratulations to Sonya Ortiz, Compensation Manager, who received her Certified Professional Certification through the Society of Human Resources Management (SHRM-CP)



Community Development Building Safety and Administration Divisions

IAS Reaccreditation Success

The Building Safety Division successfully passed the IAS reaccreditation process. Auditors conducted an on-site review, and the division achieved accreditation with no corrective actions required-an outstanding accomplishment.

The only noted recommendation was the implementation of an annual meeting, which will be addressed moving forward to further enhance operational efficiency and compliance.

External Stakeholder Feedback :

Positive comments from our external stakeholders, including:

- The division has seen a remarkable transformation since 2017.
- Open and responsive to concerns, always looking for ways to improve.
- Strong partnerships within the building community.
- Highly customer-focused and solution-oriented.
- Operates like a well-functioning family that works seamlessly together.
- "At the top of the food chain" in terms of service quality.
- Plan reviews are among the best compared to other departments.

Additionally, our external stakeholders rated us on a scale of 1 to 10:

- Timeliness: 9.0
- Quality: 9.3
- Staff Professionalism: 9.0

Internal Stakeholder Feedback :

Internal stakeholders shared positive insights, including:

- The division operates smoothly with strong policies and procedures in place.

- Our team is knowledgeable, professional, and dedicated.
- The Building Division staff are true team players and always willing to help.

Library

Comments received by email from three separate people after the Intro to D&D event:
"Thank you SO much for seeing this up today! Learning D&D/RPG has been something we've been wanting to do as a family!! "
"I am so excited!" about the upcoming D&D campaign on Tuesday evenings.
"My spouse and I attended the D&D event on Saturday and so thoroughly enjoyed ourselves we promptly signed up for the Tuesday's long campaign. We are very excited."

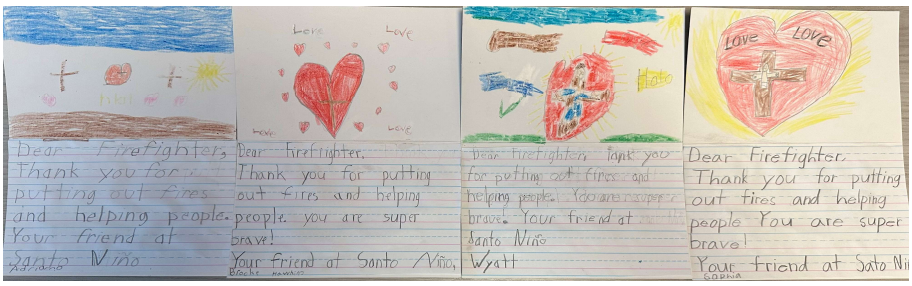
White Rock patron appreciates being able to place holds on MPL items and having them delivered to WR.

White Rock youth patron came to the desk and asked for a feminine hygiene product. She was very relieved and appreciated that we had some.

An adult patron said the December Teen Display, Books vs. Movies, encouraged him to read for the first time in nearly a decade and was very thankful to our team for making the creative display.

Fire

Fire Inspector/Investigator Joseph Romero. Joseph Romero has continued to show his dedication to fire education by teaching children and building a positive rapport with Santo Nino Elementary faculty and students.



Public Works





Atomic City Transit would like to acknowledge Corinne Salazar, Ramon Trujillo and Cliff Sisneros. Champions of Youth Ambitions (C'YA) had THREE ACT employees nominated for Community Asset Awards!! Thank you to all three for the high level of support you provided Transit and the Community.

Transportation Board

Staff would like to extend our heartfelt gratitude and sincere appreciation to Georgia Strickfaden for her dedicated service and invaluable contributions to the Transportation Board. As she concludes her time on the Board, we celebrate her impactful tenure and wish her continued success in all her future endeavors.



Thank you, Georgia, for your outstanding service.

County of Los Alamos

Staff Report

April 08, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	1)
Index (Council Goals):	Quality Governance - Communication and Engagement
Presenters:	County Council - Regular Session
Legislative File:	**19679-25**

Title

Tickler Report of Upcoming Agenda Items

Body

Attachment A is a report of the upcoming Council agenda items as of April 21, 2025. Note: This report shows tentative Council agenda items and is for planning purposes only. All items on the report are subject to changes such as item title, meeting date and/or being removed or as considered by Council.

Attachments

A - Tickler Report dated April 4, 2025

County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Tickler

Note: This report shows tentative Council agenda items and is for planning purposes only. All items on the report are subject to changes such as item title, meeting date and/or being removed or not considered by Council.

Criteria: Agenda Begin Date: 4/8/2025, Agenda End Date: 5/20/2025

File Number	Title	
Agenda Date: 04/21/2025		
19957-25	**Briefing/Report (Dept,BCC) - Action Requested**	**Business**
	FY2026 Budget Hearings	
	Department Name: CMO	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Anne Laurent, County Manager, Melissa Dadzie, Chief Financial Officer and Erika Thomas, Budget and Performance Manager
19777-25	**Briefing/Report (Dept,BCC) - Action Requested**	**Consent**
	Approval of County Council Minutes for the April 8, 2025, Regular Session	
	Department Name: CLERKS	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Michael Redondo, County Clerk
Agenda Date: 04/22/2025		
19958-25	**Briefing/Report (Dept,BCC) - Action Requested**	**Business**
	FY2026 Budget Hearings - Continued	
	Department Name: CMO	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Anne Laurent, County Manager, Melissa Dadzie, Chief Financial Officer and Erika Thomas, Budget and Performance Manager
Agenda Date: 04/23/2025		
19982-25	**Briefing/Report (Dept,BCC) - Action Requested**	**Business**
	FY2026 Budget Hearings - Continued	
	Department Name: CMO	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Anne Laurent, County Manager, Melissa Dadzie, Chief Financial Officer and Erika Thomas, Budget and Performance Manager
Agenda Date: 04/28/2025		
19959-25	**Briefing/Report (Dept,BCC) - Action Requested**	**Business**
	FY2026 Budget Hearings - Continued	

File Number	Title	
	Department Name: CMO	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Anne Laurent, County Manager, Melissa Dadzie, Chief Financial Officer and Erika Thomas, Budget and Performance Manager

Agenda Date: 04/29/2025

19960-25 **Briefing/Report (Dept,BCC) - Action Requested** **Business**

FY2026 Budget Hearings - Continued

Department Name: CMO **Length of Presentation:**

Drop Dead Date: **Sponsors:** Anne Laurent, County Manager, Melissa Dadzie, Chief Financial Officer and Erika Thomas, Budget and Performance Manager

Agenda Date: 05/06/2025

20001-25 **Briefing/Report (Dept,BCC) - Action Requested** **Business**

Consideration and Possible Action on "The Boys of Pajarito Plateau" Painting by Jeff Segler

Department Name: CC **Length of Presentation:**

Drop Dead Date: **Sponsors:** County Council - Regular Session

20015-25 **Briefing/Report (Dept, BCC) - No action requested** **Business**

Quarterly Financial Update

Department Name: CMO **Length of Presentation:**

Drop Dead Date: **Sponsors:** Melissa Dadzie, Chief Financial Officer and Helen Perraglio, Administrative Services Director

19896-25 **Briefing/Report (Dept,BCC) - Action Requested** **Business**

Approval of Collective Bargaining Agreement (CBA) with the Los Alamos Firefighters' Association Local 3279

Department Name: FD **Length of Presentation:**

Drop Dead Date: **Sponsors:** Bernadette Martinez, Deputy Human Resources Manager

AGR1101-25 **General Services Agreement** **Business**

Approval of Services Agreement No. AGR 25-922 with [Vendor] in an Amount Not to Exceed $[Amount] plus Applicable Gross Receipts Tax for installation and removal of indoor commercial plaster, decking, and tile at the Aquatic Center.

Department Name: PW **Length of Presentation:**

Drop Dead Date: **Sponsors:** Eric Martinez, Acting Public Works Director

19979-25 **Briefing/Report (Dept,BCC) - Action Requested** **Consent**

Award of Bid No. IFB 25-31 for the Purpose of [Bayo Booster Station Improvements] with [Name of Vendor] in the Amount of $[amount of contract], plus Applicable Gross Receipts Tax

Department Name: DPU **Length of Presentation:**

File Number	Title	
	Drop Dead Date:	**Sponsors:** James Alarid, Deputy Utility Manager-Engineering
AGR1115-25	**General Services Agreement**	**Consent**
	Approval of Services Agreement No. AGR 25-925 with Andritz Hydro in the amount of $[amount], plus Applicable Gross Receipts Tax, for the Purpose of Repairs to the Abiquiu Hydroelectric Plant Draft Tube	
	Department Name: DPU	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** James Alarid, Deputy Utility Manager-Engineering
AGR1118-25	**General Services Agreement**	**Consent**
	Approval of Task Order No. XX with R&M Construction for Little Theatre Fire Sprinkler Project, Not to Exceed $Amount, plus Applicable Gross Receipts Tax.	
	Department Name: PW	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Miguel Jimenez, Project Manager and Eric Martinez, Public Works Director
AGR1110-25	**General Services Agreement**	**Consent**
	Approval of Services Agreement No. AGR 25-12 for Mobile Video Surveillance Equipment for Atomic City Transit Busses with [VENDOR], in an Amount Not to Exceed $[AMOUNT], excluding NMGRT.	
	Department Name: PW	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** James Barela, Transit Manager and Eric Martinez, Public Works Director
20043-25	**Briefing/Report (Dept,BCC) - Action Requested**	**Consent**
	Award of Bid No. 25-31 for the Purpose of Bayo Non-Potable Booster Rehabilitation with TLC, Inc. in the Amount of $[amount of contract], plus Applicable Gross Receipts Tax	
	Department Name: DPU	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** James Alarid, Deputy Utility Manager-Engineering
20044-25	**Briefing/Report (Dept,BCC) - Action Requested**	**Consent**
	Approval of Task Order No. ___, AGR 23-__ for the Purpose of Abiquiu Fire Wall and Office Upgrades with R&M Construction in the Amount of $[amount of contract], plus Applicable Gross Receipts Tax	
	Department Name: DPU	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** James Alarid
19667-25	**Briefing/Report (Dept, BCC) - No action requested**	**Council Business**
	Board and Commission Vacancy Report	
	Department Name: CC	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** County Council - Regular Session
19681-25	**Briefing/Report (Dept, BCC) - No action requested**	**Council Business**
	Tickler Report of Upcoming Agenda Items	
	Department Name: CC	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** County Council - Regular Session

File Number	Title	
20030-25	**Briefing/Report (Dept, BCC) - No action requested**	**Council Business**
	County Manager's Report for April 2025	
	Department Name: CMO	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Anne Laurent, Contract Manager
CO0711-25	**Code Ordinance**	**Introduction of Code Ordinance**
	Introduction of Incorporated County of Los Alamos Code Ordinance No. 02-365; An Ordinance Amending Chapter 40, Article III, Sections 40-121, 40-122 and 40-123 Relating to Electric Rate Schedules, Electric Customer Service Charges and Electric Energy Charges	
	Department Name: DPU	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Joann Gentry, Deputy Utility Manager-Finance & Admin. and Philo Shelton, Utilities Manager
CO0712-25	**Code Ordinance**	**Introduction of Code Ordinance**
	Introduction of Incorporated County of Los Alamos Code Ordinance No. 02-366; An Ordinance Amending Chapter 40, Article III, Sections 40-201 Relating to Sewage Service Rates	
	Department Name: DPU	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Joann Gentry, Deputy Utility Manager-Finance & Admin. and Philo Shelton, Utilities Manager
OR1054-25	**Ordinance**	**Introduction of Ordinance**
	Introduction of Incorporated County of Los Alamos Ordinance No. 741; An Ordinance Regarding Approval of DWSRL GG51 for the Denver Steels Waterline Replacement Project ($2,102,000 Loan 2 $625,000 Grant)... (USE FULL TITLE)	
	Department Name: DPU	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** James Alarid, Deputy Utility Manager-Engineering
OR1051-25	**Ordinance**	**Introduction Ordinance**
	Introduction of Incorporated County of Los Alamos Ordinance No. 02-____; An Ordinance to Lease Certain County-Owned Land to the Los Alamos Dog Obedience Club, Inc.	
	Department Name: CSD	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Cory Styron, Community Services Director
19936-25	**Briefing/Report (Dept,BCC) - Action Requested**	**Presentation**
	Rememberance of Cerro Grande Fire	
	Department Name: CMO	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** County Council - Regular Session
19723-25	**Proclamation**	**Proclamation**
	Proclamation Declaring the Month of May 2025 as “Building Safety Month” in Los Alamos County (Accepted by David Martinez, Chief Building Official)-PLACEHOLDER	
	Department Name: C&PR	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** County Council
19726-25	**Proclamation**	**Proclamation**

File Number	Title	
	Proclamation Declaring the Month of May 2025 as “Older Americans Month” in Los Alamos County (Accepted by Jessica Strong)-PLACEHOLDER	
	Department Name: C&PR	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** County Council
19727-25	**Proclamation**	**Proclamation**
	Proclamation Declaring May 2025 as "Motorcycle Awareness Month" in Los Alamos County (accepted by Richard Sturgeon)-PLACEHOLDER	
	Department Name: C&PR	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** County Council
19732-25	**Proclamation**	**Proclamation**
	Proclamation Designating May 2025 as Mental Health Awareness Month in Los Alamos County (Accepted by Los Alamos County's Social Services Manager Jessica Strong and Bernadette Lauritzen)-PLACEHOLDER	
	Department Name: C&PR	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** County Council
CO0724-25B	**Code Ordinance**	**Public Hearing**
	The Adoption of the Incorporated County of Los Alamos Code Ordinance No. 02-368 an ordinance amending Chapter 10, Building and Building Regulations, Article III, Division 1, Section 10-71, and Chapter 22, Fire Prevention and Protection, Article II, Division 1, Section 22-31, of the code of the Incorporated County of Los Alamos to include Chapters 2, 5, and 6 of the International Wild Land-Urban Interface Code.	
	Department Name: CDD	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Juan Rael and Dan Osborn
RE0640-25	**Resolution**	**Public Hearing**
	Incorporated County of Los Alamos Resolution No. 25-XX, A Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation through the Fiscal Year 2025 Transportation Project Fund (TPF) for the Denver Steels Improvements Project.	
	Department Name: PW	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Eric Ulibarri, County Engineer and Eric Martinez, Public Works Director

Agenda Date: 05/13/2025

19791-25	**Briefing/Report (Dept,BCC) - Action Requested**	**Business**
	Approval of County Council Minutes for the April 21, 22, 28, and 29, 2025, Budget Hearings	
	Department Name: Clerks	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Michael Redondo, County Clerk
19801-25	**Briefing/Report (Dept, BCC) - No action requested**	**Business**
	Overview of Council Strategic Goal--Quality of Life	
	Department Name: CC	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Linda Matteson, Deputy County Manager

File Number	Title	
19644-25	**Briefing/Report (Dept, BCC) - No action requested**	**Presentation**
	Briefing Presentation to Council by David Hampton, Chair of the Transportation Board	
	Department Name: PW	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** David Hampton, Chair-Transportation Board
19646-25	**Briefing/Report (Dept, BCC) - No action requested**	**Presentation**
	Briefing Presentation to Council by Karen Easton, Chair, of the Planning and Zoning Commission	
	Department Name: CDD	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Karen Easton, Chair-Planning & Zoning Commission
19953-25	**Presentation**	**Presentations**
	Briefing by Representative Christine Chandler Providing an Overview of the 2025 Legislative Session	
	Department Name: CMO	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** County Council - Regular Session
19722-25	**Proclamation**	**Proclamation**
	Proclamation Declaring the Month of May as “Bike Month” and May 16, 2025 as "Bike to Work Day" in Los Alamos County (accepted by Juan Rael, Public Works Director and Eric Ulibarri, County Engineer)-PLACEHOLDER	
	Department Name: Proclamation Declaring the Month of May as “Bike Month” and May 16, 2025 as "Bike to Work Day" in Los Alamos County (accepted by Juan Rael, Public Works Director and Eric Ulibarri, County Engineer) -PLACEHOLDER	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** County Council
19725-25	**Proclamation**	**Proclamation**
	Proclamation Designating May 18 - 24, 2025, as Emergency Medical Services Week in Los Alamos County (Accepted by EMS Chief Manuel Pacheco)-PLACEHOLDER	
	Department Name: C&PR	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** County Council

Agenda Date: 05/20/2025

19904-25	**Briefing/Report (Dept,BCC) - Action Requested**	**Business**
	Approval of Revised Art in Public Places Board Policies and Guidelines	
	Department Name: CSD	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Arts in Public Places Advisory Board, Cory Styron, Community Services Director and Chelsea Ashcraft, Senior Management Analyst
19849-25	**Briefing/Report (Dept,BCC) - Action Requested**	**Consent**
	Approval of County Council Minutes for the May 6, 2025, Regular Session	
	Department Name: CLERK	**Length of Presentation:**

File Number	Title	
	Drop Dead Date:	**Sponsors:** Michael Redondo, County Clerk
20017-25	**Briefing/Report (Dept,BCC) - Action Requested**	**Council Business**
	Discussion and Possible Approval of Los Alamos County Policy Proposals to the National Association of Counties (NACo)	
	Department Name: CMO	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Randall Ryti and Danielle Duran
19682-25	**Briefing/Report (Dept, BCC) - No action requested**	**Council Business**
	Tickler Report of Upcoming Agenda Items	
	Department Name: CC	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** County Council - Regular Session
20031-25	**Briefing/Report (Dept, BCC) - No action requested**	**Council Business**
	County Manager's Report for April 2025	
	Department Name: CMO	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Anne Laurent, County Manager
20042-25	**Appointment**	**Council Business/Appointments**
	Board/Commission Appointment(s) - Board of Public Utilities	
	Department Name: DPU	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Suzie Havemann, County Council Vice Chair
19728-25	**Proclamation**	**Proclamation**
	Proclamation Declaring the Second Week of June "Annual LGBTQ+ Pride Week" in Los Alamos County (accepted by Friends of Los Alamos Pride)-PLACEHOLDER	
	Department Name: C&PR	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** County Council
OR1054-25b	**Ordinance**	**Public Hearing**
	Incorporated County of Los Alamos Ordinance No. 741; An Ordinance Regarding Approval of DWSRL GG51 for the Denver Steels Waterline Replacement Project ($2,102,000 Loan 2 $625,000 Grant)... (USE FULL TITLE)	
	Department Name: DPU	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** James Alarid, Deputy Utility Manager-Engineering
ORD1051-25B	**Ordinance**	**Public Hearing**
	Incorporated County of Los Alamos Ordinance No. XXX; An Ordinance to Lease Certain County-Owned Land to the Los Alamos Dog Obedience Club, Inc.	
	Department Name: CSD	**Length of Presentation:**
	Drop Dead Date:	**Sponsors:** Cory Styron, Community Services Director