



LOS ALAMOS

# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Agenda - Final County Council - Regular Session

*Randall Ryti, Council Chair; James Robinson, Vice-Chair; Denise Derkacs; David Izraelevitz; David Reagor; Sara Scott, and Sean Williams, Councilors*

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Tuesday, June 8, 2021

6:00 PM

Due to COVID-19 concerns, public will access meeting remotely.

<https://zoom.us/j/97663716072>

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*Members of the Public can, also, join this meeting session to make public comment via Zoom by pasting into their browser the following:*

*<https://zoom.us/j/97663716072> once the session has started.*

*or by Telephone:*

*US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656*

*Webinar ID: 976 6371 6072*

**1. OPENING/ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. STATEMENT REGARDING CLOSED SESSION**

June 8, 2021 Closed Session Motion

**4. PUBLIC COMMENT**

*This section of the agenda is reserved for comments from the public on items that are not otherwise included in this agenda.*

**5. APPROVAL OF AGENDA**

**6. COVID-19 SITUATIONAL UPDATE**

**7. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

- A. [14338-21](#)** Proclamation declaring the Second Week of June "Annual LGBTQ+ Pride Week" in Los Alamos County (accepted by Laura Lilley and Cristina Olds of Friends of Los Alamos Pride)

**Presenters:** County Council - Regular Session

8. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA

9. 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*The following items are presented for Council approval under a single motion unless any item is withdrawn by a Councilor for further Council consideration in the agenda section entitled "Business."*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 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. [AGR0759-21](#) Approval of Amendment No. 2 under Services Agreement No. AGR16-057d for On-Call Geotechnical and Construction Materials Testing Services Changing the Assignment from BSN Santa Fe, Inc. to BSN Santa Fe Enterprises, Inc., and Extending the Contract Term

**Presenters:** Eric Martinez, County Engineer and Anne Laurent, Public Works Director

**Attachments:** [A - Amendment No 2 to Services Agreement AGR16-057d](#)

- B. [14180-21](#) Appointment of the 2021 Board of Registration.

**Presenters:** County Council - Regular Session

**Attachments:** [A - Letters of Interest](#)

- C. [14288-21](#) Board/Commission Appointment(s) - Personnel Board

**Presenters:** Mary Tapia, Acting Human Resources Manager

**Attachments:** [A - Board Member List.pdf](#)  
[B - Application Packet for Ramiro \(Trey\) Pereyra.pdf](#)  
[C - Application Packet for Laurence \(Ed\) McDaris.pdf](#)  
[D - Recommendation from Interview Panel.pdf](#)

- D. [14301-21](#) Incorporated County of Los Alamos Resolution No. 21-08; A

Resolution Authorizing Acceptance of the 2021 - 2022 Wildfire Risk Reduction Grant Program in The Amount Of \$15,000 And Consideration of Budget Revision 2021-46.

**Presenters:** Troy Hughes, Fire Chief

**Attachments:** [A - Resolution No. 21-08 Acceptance of 2021-2022 Wildfire Risk Reduction Grant Program.pdf](#)  
[B - Publication Notification Resolution No. 21-08.pdf](#)  
[C - Budget Revision No. 2021-46.pdf](#)  
[D - Grant Analysis and Financial Matrix.pdf](#)

- E. [14328-21](#) Consideration of Membership in the Coalition of Sustainable Communities New Mexico and appoint Council Representative

**Presenters:** Randall Ryti, Council Chair

**Attachments:** [A - Coalition of Sustainable Communities NM for Los Alamos County Presentation](#)  
[B - Los Alamos County Letter of Intent to join the Coalition of Sustainable Communities New Mexico.pdf](#)

- F. [14363-21](#) Approval of County Council Minutes for May 18, 2021, and May 25, 2021

**Presenters:** County Clerk

**Attachments:** [A - Draft County Council Minutes for May 18, 2021](#)  
[B - Draft County Council Minutes for May 25, 2021](#)

- G. [14381-21](#) Proclamation Imposing Restrictions on the Use of Fireworks during Exceptional Drought.

**Presenters:** Troy Hughes, Fire Chief

## 10. INTRODUCTION OF ORDINANCE(S)

- A. [OR0894-21](#) Introduction of Incorporated County of Los Alamos Code Ordinance No. 707, An Ordinance to Authorize the Refinance and Re-issuance of Amended Loan and Promissory Note Agreements with the New Mexico Environment Department to Reflect a Lowered Interest Rate.

**Presenters:** Bob Westervelt

**Attachments:** [A - Incorporated County of Los Alamos Ordinance No. 707 with attachments](#)

## 11. PUBLIC HEARING(S)

- A. [14404-21](#) Incorporated County of Los Alamos Ordinance No. 02-314; Revision No. 2021-01 In Textual Form To The Official Zoning Map Of Los

Alamos County By Rezoning Two (2) County Owned Parcels Consisting Of Approximately 0.52 Acres Of Land Combined: 1) Lot Ea3 006 From Public-Land (P-L) To Mixed-Use (M-U); And 2) Lot Ea3 007 From Multi-Family Residential, Low Density (R-3-L) To Mixed-Use (M-U).

**Presenters:** Paul Andrus, Community Development Director and Bryce Ternet, Planning Manager

**Attachments:** [A - Publication Notice for Ordinance No. 02-314.pdf](#)  
[B - CODE ORDINANCE 02-314](#)  
[C - Planning and Zoning Commission StaffReport REZ-2021-0014, April 14, 2021](#)  
[D - Final Order](#)

- B. [RE0459-21](#) Incorporated County of Los Alamos Resolution No. 21-06: A Resolution Making Certain Findings and Determinations Pursuant to the Metropolitan Redevelopment Code, and Designating White Rock Downtown as a Metropolitan Redevelopment Area

**Presenters:** Paul Andrus, Community Development Director

**Attachments:** [A - Resolution No. 21-06](#)  
[B - Public Notice of Resolution No. 21-06.pdf](#)

## 12. COUNCIL BUSINESS

### A. *Appointments*

- 1) [14203-21](#) Board/Commission Appointment(s) - Board of Public Utilities.

**Presenters:** County Council - Regular Session and James Robinson

**Attachments:** [A - Appointment Process for BPU.pdf](#)  
[B - BPU Vacancy Brochure.pdf](#)  
[C - Board of Public Utilities Member List.pdf](#)  
[D - Application Packet for Daniel Holladay.pdf](#)  
[E - Application Packet for David Sarnowski.pdf](#)  
[F - Application Packet for Cornell Wright.pdf](#)  
[G - Interview Committee Recommendation Form.pdf](#)

### B. *Board, Commission and Committee Liaison Reports*

### C. *County Manager's Report*



**D. Council Chair Report****E. General Council Business**

- 1) [14201-21](#) Possible Action Resulting from the Council Closed Session  
Discussions of Limited Personnel Matters--Personnel Evaluations of  
Contract Employees.

**Presenters:** County Council - Regular Session

- 2) [14403-21](#) Consideration of Change in Format for In-Person Meetings for  
County Council and Board/Commissions

**Presenters:** County Council

**F. Approval of Councilor Expenses****G. Preview of Upcoming Agenda Items****13. COUNCILOR COMMENTS****14. PUBLIC COMMENT****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

June 08, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:**

**Index (Council Goals):**

**Presenters:**

**Title**

June 8, 2021 Closed Session Motion

**Recommended Action**

The following statement should be included in the minutes:

**"The matters discussed in the Closed Session of County Council held on June 8, 2021 that began at 5:00 pm were limited only to the topics specified in the notice of the closed session, and no action was taken on any matter in the closed session."**



# County of Los Alamos

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## Staff Report

June 08, 2021

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**Agenda No.:** A.  
**Index (Council Goals):**  
**Presenters:** County Council - Regular Session  
**Legislative File:** 14338-21

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### Title

Proclamation declaring the Second Week of June "Annual LGBTQ+ Pride Week" in Los Alamos County (accepted by Laura Lilley and Cristina Olds of Friends of Los Alamos Pride)

### Body

**WHEREAS:** Everyone has a right to live without fear or prejudice, discrimination, violence or hatred based on gender identity/expression or sexual orientation. It is imperative that everyone acknowledge and support diversity in their community - especially those communities that are most vulnerable; and

**WHEREAS:** June is national Lesbian, Gay, Bisexual, Transgender, Queer, Plus (LGBTQ+) Pride Month. It is desirable to bring together LGBTQ+ people and their allies to form a tangible community of support and acceptance in Los Alamos and the surrounding local areas, and to create and enhance visibility and support of diversity in our community. It is desirable to celebrate, educate and engage the community on the issues, contributions, culture and unique voice of LGBTQ+ people, and the impact LGBTQ+ people have on local and global communities; and

**WHEREAS:** It is essential that the LGBTQ+ youth are supported by Los Alamos County and Northern New Mexico. According to the 2015 New Mexico Youth Risk and Resiliency Survey, approximately one in seven students identified as lesbian, gay, bisexual or not sure. More than one in four of this student population had attempted suicide in the past year and were three times more likely to have been forced to have sex or experienced physical dating violence, and were twice as likely to be bullied at school; and

**WHEREAS:** According to "*Mental Health in Lesbian, Gay, Bisexual and Transgender Youth*," published by the U.S. National Library of Medicine, visible LGBTQ+ sexuality-related social support from parents, friends, and community during adolescence each uniquely contributed to positive well-being in young adulthood, making them less likely to report depressive symptoms, substance use, and suicidal thoughts and behaviors;

**NOW, THEREFORE,** on behalf of the Council of the Incorporated County of Los Alamos, I do hereby proclaim the Second Week of June Each Year as

### **"ANNUAL LGBTQ+ PRIDE WEEK"**

in Los Alamos County. We urge our citizens to respect and honor our diverse community and celebrate and build a culture of inclusiveness and acceptance.

**DATED** this 8th day of June, 2021.

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## Staff Report

June 08, 2021

Los Alamos, NM 87544  
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**Agenda No.:**

**Index (Council Goals):**

**Presenters:**

**Title**

Approval of 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.**Approval of Consent Agenda:



# County of Los Alamos

Los Alamos, NM 87544  
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## Staff Report

June 08, 2021

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**Agenda No.:** A.

**Index (Council Goals):**

**Presenters:** Eric Martinez, County Engineer and Anne Laurent, Public Works Director

**Legislative File:** AGR0759-21

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### Title

Approval of Amendment No. 2 under Services Agreement No. AGR16-057d for On-Call Geotechnical and Construction Materials Testing Services Changing the Assignment from BSN Santa Fe, Inc. to BSN Santa Fe Enterprises, Inc., and Extending the Contract Term

### ..Recommended Motion

**I move that Council approve Amendment No. 2 under Services Agreement No. AGR16-057d for On-Call Geotechnical and Construction Materials Testing Services Changing the Assignment from BSN Santa Fe, Inc. to BSN Santa Fe Enterprises, Inc., and Extending the Contract Term.**

### County Manager's Recommendation

County Manager recommends that Council approve the motion as presented.

### Body

On April 17, 2016, the County advertised a formal multi-source competitive solicitation for On-Call Geotechnical and Construction Material Testing Services through Request for Proposal No. 16-057. On June 14, 2016, Council approved four service agreements, one of which was Services Agreement AGR16-057d with BSN Santa Fe, Inc.

The contracts provide as needed, task order-based services with a term of four years and the option to renew for up to an additional three-year period. The total combined compensatory sum of all four contracts is capped at \$1,000,000 (excluding applicable gross receipts tax).

BSN Santa Fe, Inc. was purchased, is under new ownership and has been renamed BSN Santa Fe Enterprises, Inc. Section O of Services Agreement states, "Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of the County." Approval of Amendment No. 2 (Attachment A) provides County consent for BSN Santa Fe Enterprises, Inc. to assume all rights and obligations of performance at the same terms and conditions under Services Agreement AGR16-057d.

The term of the original agreement is June 15, 2016 through June 14, 2020 and was extended one-year to June 14, 2021 through Amendment No. 1. Amendment No. 2 would also extend the contract for another one-year period.

The services provided through these contracts are vital to successful projects. Such services include geotechnical sampling and analysis required for project design as well as quality assurance of materials placed during construction. The availability of multiple vendors provides the County the option to obtain services based on quoted unit price, demonstrated availability, responsiveness, performance, and quality of previous work particularly when urgent needs arise.

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**Alternatives**

Should Council choose not to approve the Amendment No. 2, Public Works will utilize other vendors.

**Fiscal and Staff Impact/Planned Items**

Approving Amendment No. 2 to Services Agreement AGR16-057d has no fiscal impact and no impact on staff.

**Attachments**

A - Amendment No 2 to Services Agreement AGR16-057d

**AMENDMENT NO. 2  
INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT NO. 16-057d**

This **AMENDMENT NO. 2** (“**Amendment**”) is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico (“**County**”), and **BSN Santa Fe Enterprises, Inc.**, a New Mexico corporation (“**Assignee**” or “**Contractor**”), to be effective as provided herein on June 15, 2021.

**WHEREAS**, County and BSN Santa Fe, Inc., (“Assignor”), entered into Agreement No. AGR16-057d on June 15, 2016, through Request for Proposals (“RFP”) No. 16-057, dated April 17, 2016, and Amendment No. AGR16-057d-A1 dated June 15, 2020 (as amended, the “Agreement”) for Geotechnical and Construction Materials Testing; and

**WHEREAS**, Assignor desires to assign and transfer the Agreement to Assignee, and Assignee wishes to accept the transfer, assignment, and assumption of all the rights, interests, covenants, obligations, and liabilities of Assignor under this Agreement, under the terms and conditions of this Amendment.

**WHEREAS**, Assignor has requested County’s consent to the Assignment and to accept the Assignee as a party to the Agreement in the place of Assignor for all purposes, including but not limited to all past, current and future obligations and liabilities of Assignor, including all terms, and conditions, created by the Agreement.

**WHEREAS**, on August 24, 2020, the Office of the Secretary of State of New Mexico approved and filed the Articles of Incorporation for Assignee; and

**WHEREAS**, on October 29, 2020, Assignor entered into a Bill of Sale with Assignee for the purchase of BSN Santa Fe, Inc.; and

**WHEREAS**, Assignee agrees to the Assignment and agrees to honor the Agreement, its obligations, terms and conditions originally awarded to Assignor, and all past, current, and future liabilities, hereby assigned to Assignee in order to continue to provide County Geotechnical and Construction Materials Testing in accordance with the Agreement; and

**WHEREAS**, in accordance with the terms and conditions noted herein, County hereby agrees to this Assignment; and

**WHEREAS**, the County Council approved this Amendment at a public meeting held on June 8, 2021; and

**NOW, THEREFORE**, for good and valuable consideration, County and Assignee agree to amend the Agreement as follows:

- I. Assignee hereby agrees to and shall assume, be bound by, observe, and perform, at all times, all of the terms and conditions to be observed and performed by the Assignor under the Agreement, to the same extent as if the Assignee had been originally named as a party under the Agreement.



- II. Assignee agrees to assume all obligations and liabilities of Assignor under the Agreement by virtue of this Amendment.
- III. County hereby agrees to the Assignment by the Assignor to the Assignee of the Agreement, as described in this Amendment, and agrees that the Assignee shall be entitled to hold and enforce all of the privileges, rights and benefits to the same extent as though the Assignee had been a party thereto in the place and stead of the Assignor, and accepts the Assignee as a party to the Agreement.
- IV. Assignee is bound by all obligations, terms and conditions including all past, current, and future liabilities created by Agreement No. AGR16-057d, dated June 15, 2016, between Assignor and County and by Amendment No. AGR16-057d-A1, dated June 15, 2020, between Assignor and County.
- V. All payments previously made by County to the Assignor, and all other previous actions taken by County under this Agreement, shall be considered to have discharged those parts of the County's obligations under the Agreement.
- VI. This Amendment shall come into effect and be effective when the conditions precedent identified herein are satisfied:
  - a. Assignee shall obtain and maintain insurance of the types and in the amounts set out in **SECTION I. INSURANCE** of the Agreement with an insurer acceptable to County. Assignee shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this provision is a condition precedent to County's obligation to pay compensation for the Services, and Assignee shall not provide any Services under this Agreement unless and until it has met the requirements of this provision.
  - b. Assignee shall obtain and maintain all required licenses, without limitation, all necessary professional and business licenses. Compliance with the terms and conditions of this provision is a condition precedent to County's obligation to pay compensation for the Services, and Assignee shall not provide any Services under this Agreement unless and until it has met the requirements of this provision.
  - c. Assignee must submit a Campaign Contribution Disclosure Form with this Agreement, attached as Exhibit "C."
- VII. Following the effective date of this Amendment, the term "Contractor," as used in the Agreement, as amended, shall refer to the Assignee.

VIII. Delete **SECTION B. TERM** in its entirety and replace it with the following:

**SECTION B. TERM:** The term of this Agreement shall commence June 15, 2016, and shall continue through June 14, 2022, unless sooner terminated, as provided herein. At County's sole option this Agreement may be renewed for up to an additional one (1) year period.

IX. Delete **SECTION S. NOTICE** in its entirety and replace it with the following:

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

County:  
Project Manager  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 160  
Los Alamos, New Mexico 87544

Contractor:  
Jeffrey J. Romanowski, P.E. President  
BSN Santa Fe Enterprises Inc.  
28 Bisbee Court, Suite B-10  
Santa Fe, NM 87508

- X. Delete **SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM** in its entirety and replace it with the following:

**SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached with this Amendment as Exhibit "C" and is incorporated herein by reference for all purposes. Contractor must submit this form with this Agreement.

- XI. Add two (2) new Sections titled "X." and "Y."

**SECTION X. NO IMPLIED WAIVERS:** The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

**SECTION Y. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement will remain in effect.

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. 2 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_ **DATE**  
**STEVEN LYNNE**  
**ACTING COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**BSN, SANTA FE ENTERPRISES, INC.**

**BY:** \_\_\_\_\_ **DATE**  
**JEFFREY ROMANOWSKI**  
**PRESIDENT**

**Exhibit "C"**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**AGR16-057d-A2**

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:  
(a) a prospective contractor, if the prospective contractor is a natural person; or  
(b) an owner of a prospective contractor;

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Denise Derkacs; David Izraelevitz; David Reagor; James Robinson; Randal Rytj; Sara Scott; and Sean Williams.)

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>		Governor _____	
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

—OR—

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

June 08, 2021

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**Agenda No.:** B.  
**Index (Council Goals):**  
**Presenters:** County Council - Regular Session  
**Legislative File:** 14180-21

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### Title

Appointment of the 2021 Board of Registration.

### Recommended Action

**I move that Council nominate Jolyn McTeigue, Cameron Counters, and Sharon Dry to fill the positions of the County's Board of Registration and appoint them for the term of July 1, 2021 to June 30, 2023.**

### Body

Due to the recently passed legislation in HB407, the County Council is now required to appoint a Board of Registration at the first regular scheduled meeting in June.

The term of the Board of Registration will now be from July 1 of an odd-numbered year until June 30 of the next succeeding odd-numbered year. Members of the Board of Registration shall hold office until their successors are appointed and qualified. Members of the Board of Registration shall qualify by taking and filing in the office of the county clerk the oath required of county officials.

The number of Board of Registration members needs to be confirmed with the County Attorney, i.e. three vs. five. The election code states class B counties shall appoint three members, pursuant to NMSA 4-44-1, but we are a class H county, so I am not sure how this will affect us.

Also, it may be worth noting in the staff report the following information, pursuant to NMSA 1-4-34 B:

A. The board of county commissioners shall, at its first regular scheduled meeting in June of each odd-numbered year, appoint five voters who shall constitute the board of registration for the county; provided that a class B county as defined in Section 4-44-1 NMSA 1978 shall appoint three voters who shall constitute the board of registration for the county.

B. Members of the board of registration shall not during their service be county employees, elected officials or candidates for public office, and not more than two members of the board of registration shall be members of the same political party at the time of their appointment; provided that: (1) a member of the board of registration shall not have changed party registration in the two years next preceding the member's appointment in such a manner that the member's prior party registration would make the member ineligible to serve on the board of registration; and (2) a member of the board of registration shall not continue to serve on the board of

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registration if the member changes party registration after the date of appointment in such a manner to make the member ineligible to serve on the board of registration.

C. In the event that a position on the board of registration becomes vacant for any of the reasons described in Section 10-3-1 NMSA 1978, the board of county commissioners shall appoint a replacement who shall qualify pursuant to Subsection B of this section and serve until the expiration of the original term.

Pursuant to NMSA 1-4-28, the Board of Registration shall review the list of eligible voters no later than the fifteenth day of March following a general election (calendar year 2021).

Pursuant to NMSA 1-4-28E, briefly explains the responsibility of the Board of Registration: No later than the fifteenth day of March following a general election, the board of registration shall review the list of eligible voters. The board of registration shall direct the county clerk to cancel the registration of any voter who has been sent notice in conformance with this section and who: (1) has failed to respond to the notice sent in conformance with this section and has not voted or appeared to vote in any election during the period beginning on the date of the notice and ending on the day after the second general election that occurs after the date of the notice; or (2) has confirmed in writing that the voter has changed residence to a place outside the county.

A general call for interested parties was advertised and the local political parties were also notified. At this time, we have only received three letters of interest. Further recruitment will continue to identify two more members of the Board.

The Nominees and their political affiliation are shown below. Appointing these nominees would not violate Board party affiliation requirements.

1. Jolyn McTeigue [R]
2. Cameron Counters [D]
3. Sharon Dry [R]

**Attachments**

A - Letters of Interest

Jolyn S. McTeigue  
505 Oppenheimer, #507  
Los Alamos, NM 87544  
505-639-3520

May 20, 2021

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

Dear Manager Burgess,

I am submitting my letter of interest to serve on the Election Registration Board in Los Alamos County. The survival of our nation hinges on honest elections. I bring work experience, familiarity with the Los Alamos elections, and an interest to serve my community.

Registered as a Republican, I currently serve as the Republican Party of Los Alamos Secretary and the Los Alamos Federated Republic of Women Chaplain and have served as a ward chair. I worked as the Trump Victory Field Organizer in Los Alamos County, director of correspondence for Senator Pete Domenici in the Washington D.C. office, and correspondence writer at the New Mexico Legislature.

In the November 2019 Election, I served as a Poll Challenger at the golf course in Los Alamos County and was appointed by the Republican Party of New Mexico. I observed the process and personally experienced what I deem was inappropriate treatment and procedures that are reason for additional training for our poll workers.

I would like to be part of the process and team that ensures integrity in our elections as I represent the citizens of Los Alamos County.

Sincerely,

*Jolyn S. McTeigue*

Jolyn McTeigue



May 17, 2021

Dear County Manager Burgess,

Please accept my application to serve on the Los Alamos County Board of Registration. I recently completed a two-year appointment to the Board and would be glad to serve on the Board for another two years. Although the Board has a limited number of responsibilities, I feel that the Board has an important role in assuring the integrity of the voting and election process for the residents of Los Alamos County. I also found working with the County Clerk's Office and my fellow colleagues on the Board to be an enjoyable and pleasant experience. Thank you for considering my application.

Sincerely,

Cameron Counters  
20 Bonito Place  
Los Alamos, NM 87544

## Matteson, Linda

---

**From:** Habiger, Julie  
**Sent:** Thursday, May 20, 2021 9:03 AM  
**To:** Matteson, Linda  
**Subject:** FW: [EXTERNAL]Board of Registration

**From:** tulips.toenails <tulips.toenails@gmail.com>  
**Sent:** Wednesday, May 19, 2021 2:29 PM  
**To:** LACManager <lacmanager@lacnm.us>  
**Subject:** [EXTERNAL]Board of Registration

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Burgess,

I would like to apply for the opening to serve on the Los Alamos Board of Registration.

I believe in the integrity of the election process and would like to ensure that it is maintained and improved, where possible, going forward.

I have lived most of my life in Los Alamos, and worked for over 20 years in the Patent Department of Legal Counsel at Los Alamos National Laboratory.

I have recently retired and would like to contribute more time to our local government.

I would appreciate your consideration for this position.

Sincerely,  
Sharon Dry  
314 Joya Loop  
White Rock, NM 87547

505.629.3489

[Tulips.toenails@gmail.com](mailto:tulips.toenails@gmail.com)

Sent from my Verizon, Samsung Galaxy smartphone



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

June 08, 2021

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**Agenda No.:** C.  
**Index (Council Goals):** \* 2021 Council Goal - N/A  
**Presenters:** Mary Tapia, Acting Human Resources Manager  
**Legislative File:** 14288-21

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### Title

Board/Commission Appointment(s) - Personnel Board

### Recommended Action

**I nominate Ramiro (Trey) Pereyra and Laurence McDaris to fill two (2) vacancies on the Personnel Board and move that Council reappoint Ramiro (Trey) Pereyra and appoint Laurence McDaris to the Personnel Board for terms beginning on April 1, 2021 and ending on March 31, 2024.**

**I further move Council acknowledge that Ramiro (Trey) Pereyra intends to continue serving on the Parks and Recreation Board while serving on the Personnel Board, Council finds these two positions not incompatible, Council approves of him serving concurrently on both boards.**

### Body

The purpose of this item is to fill two vacancies on the Personnel Board. One vacancy was created by the end of Mr. Kenneth Cleveland's term to the Board on April 30, 2021, the other had been a long-standing vacancy that the board had struggled to fill for over a year. These appointments to the Personnel Board would be a first appointment for Mr. McDaris and Mr. Pereyra would be reappointed for his first full term having been previously appointed to fill a partial term.

The five-member board has staggered three-year terms beginning April 1st and ending March 31st. 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 the nominees will not violate the County Charter restriction concerning political party majorities on Boards and Commissions. The board is currently composed as follows:

Position 1.	Ramiro (Trey) Pereyra [D]
Position 2.	Laurance (Larry) Warner [R]
Position 3.	Bernadine Goldman [D]
Position 4.	Terry Priestly [ I ]
Position 5.	VACANT

### Attachments

A - Board Member List  
B - Application Packet for Ramiro (Trey) Pereyra  
C - Application Packet for Laurence (Ed) McDaris

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D - Recommendation from Interview Panel



Los Alamos County,  
NM

## Personnel

### Board Roster



#### Trey Pereyra

**1st Term** Dec 15, 2020 - Mar 31, 2021

**Home Phone :**

**Appointing Authority** County Council

**Position** PER1

**Office/Role** Member

**Category** Democrat



#### Bernadine Goldman

**2nd Term** Apr 01, 2019 - Mar 31, 2022

**Email** bernadine@goldmaninternet.com

**Home Phone** Home: (505) 662-3371

**Alternate Phone** Mobile: (505) 412-3252

**Address**

1232 41st St.  
Los Alamos, NM 87544

**Appointing Authority** County Council

**Position** PER3

**Office/Role** Chair

**Category** Democrat



#### Laurance B. Warner

**2nd Term** Apr 01, 2020 - Mar 31, 2023

**Email** lwarner@lanl.gov

**Home Phone** Home:

**Address**

465 Camino Cereza  
Los Alamos, NM 87544

**Appointing Authority** County Council

**Position** PER2

**Office/Role** Member

**Category** Republican



#### Terry Priestley

**1st Term** Apr 01, 2020 - Apr 01, 2023

**Email** randtpriestley@gmail.co

**Home Phone** Home: (505) 709-7943

**Alternate Phone** Home: (505) 709-7943

**Address**

1219 Sioux  
Los Alamos, NM 87544

**Position** PER4

**Category** Independent



## Vacancy

**Appointing Authority** County Council

**Position** PER1

**Office/Role** 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 Denise Cassel at 505-662-8047.*

**Profile**

Board and Commission Application

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

Ramiro \_\_\_\_\_ A \_\_\_\_\_ Pereyra \_\_\_\_\_  
First Name Middle Initial Last Name

Street Address \_\_\_\_\_ Suite or Apt \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

Email Address \_\_\_\_\_

Primary Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

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

Democrat

**Registered to vote in Los Alamos?**

Yes  No

**How did you learn of this Board/Commission vacancy?**

Online from County Website

**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.)**

Parks and Recreation Board

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

Personnel: Submitted

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

I would like to serve on the personnel board because I currently work in Human Resources through the schools and am familiar with personnel protocols. I am also Vice President of the schools union and that gives me a background on personnel rights. I think the combination of these two positions could be an asset on the personnel board.

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

For the Personnel Board, I currently hold one of the Human Resource Specialist positions in the schools. I also am Vice President of the schools union. I volunteer on Wellness Team and Equity Council for the schools and serve on the Parks and Recreation Board.

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

Yes.

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

For Personnel, I would like to ensure fairness and equality is being ensured to all employees who work for Los Alamos County. I would like to make sure any person has a fair and unbiased hearing, should they require one for any reason. I would also like to use this as an opportunity to grow and expand my knowledge in regards to policy and protocol in other entities.

**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 currently serve on Parks and Rec. Board.



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

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No.

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)



**County Manager's Office**  
**BOARD & COMMISSION INTERVIEW QUESTIONS**  
**FOR B&C MEMBERS APPLYING FOR A SECOND TERM**

**Trey Pereyra**

**Personnel Board**

Applicant's Name

Board or Commission

Sara Scott

Interviewer Name

9AM 5/28/21  
Date/Time of Interview

Interview Conducted:  
**ZOOM**

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

#	Question/Documented Response
1	<p>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <p>Appreciated being able to get feedback from County staff on county staff survey – was great to see how wonderful the county is to work for and for me to help support their goals and objectives. Only negative so far was having to work remotely because of COVID.</p>
2	<p>What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <p>Really felt that bringing my skills and perspective to working with county staff was a great part of this work. Completing the staff survey was a very important accomplishment, it felt good to be a part of supporting this amazing county and the organization.</p>
3	<p>What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues?</p> <p><i>[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.]</i></p> <p>Main issue is for this board is dealing with the personnel/staff. This year we will be moving back into in person operations, customer service, etc. So, during this year of transition, the Personnel Board can support staff by making sure that all needed systems are there and by being a listening resource and a sounding board for staff (without going into operational aspects).</p>
4	<p>Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?</p> <p>Role of this and other boards is an advisory capacity to County Council as well as serving as a sounding board for County Council in the broader community. Although the Personnel Board is different, more focused on staff than community, it is important in this respect for being sounding board for staff. I am also chair of the Parks and Recreation Board – in that case it is really an important role of advisement (without moving over into operations). It is important to remember that in the advisement role is focused on and giving suggestions for the betterment of the community.</p>

5	<p>Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve?</p> <p>Communication – virtual – during COVID was a bit different. Not sure of any improvements needed but do feel that in person meetings will help messages getting across in all respects.</p>
6	<p>Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually?</p> <p>No training since first round of Parks and Rec service. Did get some general Board and Commission training when started with Parks and Rec. Did meet with the HR Director for an overview of the Personnel Board.</p> <p>Think that refresher for all returning and new members of how Boards and Commissions operate would be good. For individual boards - if the chair got together with staff liaison for the specific board, that is helpful for new folks</p>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <p>Really enjoy being able to serve the County of Los Alamos and the community, feel I have a good perspective that helps give insight into this board. Really enjoyed working with fellow board members, good conversations with HR. Great to see the positivity in the staff survey results.</p>
8	<p>The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review /inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board?</p> <p>No.</p>
9	<p>If this board decides (or is required) to " live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board?</p> <p>No</p>
10	<p>Do you have any questions of the interview panel?</p> <p>No.</p>
11	<p><i>[interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]</i></p>

Notes

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

# LOS ALAM@S

County Manager's Office

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

(Trey)  
Ramiro Pereyra  
Applicant's Name

Personnel  
Board or Commission

Bernadine Goldman  
Interviewer Name

5/28/21 9 a.m.  
Date/Time of Interview

Interview Conducted:  
**ZOOM**

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

#	Question/Documented Response
1	<p>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <p>Enjoyed feedback from County staff re survey How wonderful County is to work for wants to help support their goals no negatives</p>
2	<p>What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <p>Contributed to conversation Hasn't been on very long pleased how wonderful County is to work for</p>
3	<p>What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues? [Note to interview panel: If the answer to this question appears to be off base with Council's goals or directives, please explore a little more.]</p> <p>Coming back from COVID Opening County Bldg. back up again transition make sure administrative staff are there</p>
4	<p>Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?</p> <p>Advisory capacity to Council Personnel Board more for staff currently chair of P + R Not overstepping into operations</p>

5	<p>Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve?</p> <p><i>Communications are always hard He doesn't think there are any problems with this</i></p>
6	<p>Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually?</p> <p><i>met w/ Denise re Personnel Board A few years back got general B &amp; C training Refresher training might be beneficial Overview for new members w/ Chair + Council Liaison</i></p>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <p><i>Enjoy being able to serve Knows a lot about HR, from schools perspective Thinks we have great conversations w/ HR</i></p>
8	<p>The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review /inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board?</p> <p><i>No</i></p>
9	<p>If this board decides (or is required) to "live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board?</p> <p><i>No</i></p>
10	<p>Do you have any questions of the interview panel?</p> <p><i>just thanked us for the opportunity</i></p>
11	<p>[interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]</p>

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

Trey (Ramerio) Pereyra

Personnel

Applicant's Name

Board or Commission

Valerie Aghaei Park

5/28/2021

Interviewer Name

Date/Time of Interview

Interview Conducted:

**ZOOM**

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

#	Question/Documented Response
1	<p>Since you are re-applying for this position, you must feel that the Board or Commission actions are worthwhile. What do you consider to be the positive aspects of the position? The negative?</p> <p>It was a short appointment only a few months – enjoyed the little got to do. ++ Survey – supporting the County goals Nothing negative – look forward to doing more</p>
2	<p>What has the Board or Commission accomplished during your term? What have you been able to contribute to the accomplishments that you are pleased with?</p> <p>Contributed to conversations – really enjoyed the Employee Survey and how much people like working for the County</p>
3	<p>What do you believe are the greatest issues facing the Board or Commission for which you've applied and how do you feel this Board or Commission can contribute to the resolution of these issues? <i>[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.]</i></p> <p>Personnel – moving back into the office full time, face/face interactions. The transition, open buildings and customers. Our job to listen – be a sounding board for staff</p>
4	<p>Now that you've served on this board or commission, how do you perceive the role of County Boards and Commissions in local government? Do you have suggestions for better operation of this board or commission? Of operations of the Board and Commission system in general?</p> <p>Advisory capacity to County Council and staff. No specific suggestions for the Board itself Also Parks &amp; Rec Chair – different roles but always there to support and advise.</p>

5	<p>Based on your experience serving on this board or commission, please share your thoughts on the communication methods between this Board and Council? How can we improve?</p> <p>Pretty good – different with Covid – looking forward to in person meetings think that will be good</p>
6	<p>Have you attended any training sessions related to your duties and responsibilities as a board member? Is there any training that you feel the County could provide to improve the effectiveness or efficiency of the board or commission system, as a whole, or of board or commission members individually?</p> <p>No training since Parks &amp; Rec abt 2 years ago. Did meet with Denise, HR Manager to get overview. Think it would be good to have a refresher when we return for the Chair, staff and new members. Nothing personally.</p>
7	<p>What suggestions/comments would you like to offer in connection with your Board or Commission service so far?</p> <p>Active member of the Community - similar role – personnel – but for the school.</p>
8	<p>The purpose of this question is to make sure you are aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review /inspection under the Act you may need to produce them. Is this a deterrent to your willingness to continue serving on this Board?</p> <p>No</p>
9	<p>If this board decides (or is required) to " live stream" their meeting, will this be a deterrent to your willingness to continue serving on the board?</p> <p>No</p>
10	<p>Do you have any questions of the interview panel?</p> <p>Thank you for the opportunity to interview.</p>
11	<p><i>[interview panel: Ask questions you think necessary for clarification of the answers this applicant provided on their application form or during this interview.]</i></p>

Notes

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

**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 Denise Cassel at 505-662-8047.*

**Profile**

Board and Commission Application

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

Laurence \_\_\_\_\_ E. \_\_\_\_\_ McDaris \_\_\_\_\_  
First Name Middle Initial Last Name

Street Address \_\_\_\_\_ Suite or Apt \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

Email Address \_\_\_\_\_

Primary Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

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

None of the above

**Registered to vote in Los Alamos?**

Yes  No

**How did you learn of this Board/Commission vacancy?**

Web sight



**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.)**

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

Personnel: Submitted

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

My experience closely matches the duties of this board.

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

I have attended the Leadership Los Alamos program, I have been the Commander of the American Legion and am currently the Commander of the VFW. Both non-profit organizations dedicated to the service of veterans.

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

Yes

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

My interests include all aspects of Human Resources. I am SHRM-SCP certified and also National Public Employees Labor Relations Association certified. Involved as the liaison of this board during my 4+ years employed with Los Alamos County as the Assistant Human Resources Manager.

**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.**

Involved as the liaison of this board during my 4+ years employed with Los Alamos County as the Assistant Human Resources Manager, in the absence of the County HR Manager.

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

No.

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)

ATTACHMENT C





**County Manager's Office  
BOARD & COMMISSION INTERVIEW QUESTIONS**

Ed McDaris  
Applicant's Name

Personnel Board  
Board or Commission

David Izraelevitz  
Interviewer Name

5/25/21 11:00 Interview Conducted:  
Date/Time of Interview

Personally  
 Zoom

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>22 yrs in USAF – then contractors in HR. 2015 moved here as asst. HR manager, until 2018, moved to LANL and then N3B As senior HR partner. MS in HR. BS. In Business and 3-4 Associates through military – labor management/employee relations experience. Compensation experience, HR-IS experience. Strongest is labor and employee relations.</p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [<i>Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.</i>]</p> <p>Getting back to work after COVID with maximal Telecommuting, isolation, readjusted to workspace. Mask and other COVID guidance through OSHA, that is the major personnel issue for the county. Board may have to look at some new policy issues related to these changes and as people go back to in-person work. County has good current personnel policies. No huge issues that might cause problems, except coming back to in-person</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government? Provide public oversight of county staff, to work hand-and-hand with staff and board.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? Knowledge and experience have to be there from personnel side, and communication, sense of cooperation with county staff and throw in teamwork with personnel board.</p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>Unique way of getting causes of issues and getting a collaboration and consensus. Like to get to particulars through series of questions rather than accusation. Get a sense of agreement across board.</p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Been on leadership board of American Legion, currently VFW commander. Contribution was getting everyone listening to each other and I hope my ability to engage.</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>I do know what they are and where they are, but I haven't look in a few years.</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Absolutely.</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>Not an impediment.</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you're applying for one of the boards currently streaming or if it becomes a requirement for all B&amp;Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>Absolutely not a deterrent.</p>
11	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i></p>
12	<p>Do you have any questions for the interview panel?</p> <p>No questions.</p>

Notes:

# LOS ALAMOS

## County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Lawrence E. McDaris

Applicant's Name

Board or Commission

Bernadine Goldman

5/25/21 11 am

Interviewer Name

Date/Time of Interview

Interview Conducted:

Personally

Telephone

Zoom

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>22 years in USAF <sup>labor/mgmt exp</sup> <sup>Temp. relator exp</sup> <sup>HRIS exp</sup> <sup>4 assoc.</sup> <sup>Master in HR</sup> <sup>Bachelor in Bus</sup>            worked in HR for defense contractors full gamut            asst. HR mgr. in 2014-2018            went to WAWL, then N3B, senior HR business partner</p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p>County - getting back to work after County <sup>He was</sup> <sup>part of</sup> <sup>reuniting</sup> <sup>pers. rules</sup>            telework isolation, adjustments <sup>mask</sup> <sup>mandate</sup>            OSHA #1            PB - policy changes updates coming from COVID <sup>protective, reactive</sup></p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>Provide public oversight of policy making process of county staff. Work hand in hand w/ staff. To make best policies. Teamwork w/ staff</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Knowledge + experience on Personnel side            Communication            Cooperation            Teamwork</p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>Brings unique way - getting to causes of issues, collaboration. Likes to get to causes in pointing fingers + accusations. Sense of agreement</p>



6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p><i>Has been in American Legion VFW commander Leadership skills</i></p> <p><i>– Ability to get everyone listening to each other – asking correct questions</i></p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p><i>Hasn't looked in a while but yes. Ran PB mtg a few times</i></p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p><i>Absolutely</i></p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p><i>Absolutely not. Very much aware.</i></p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&amp;Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p><i>Not a deterrent but would like to talk to makeup artist.</i></p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
12	<p>Do you have any questions for the interview panel?</p> <p><i>Not at this time. Very much interested in him. Wants to have a positive influence.</i></p>

Notes:



**County Manager's Office**  
**BOARD & COMMISSION INTERVIEW QUESTIONS**

Ed McDaris  
 Applicant's Name

Personnel  
 Board or Commission

Valerie Aghaei Park  
 Interviewer Name

5/28/2021  
 Date/Time of Interview

Interview Conducted:  
 Personally  
 Zoom

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>22 yrs military Labor Mgt, EE Relations Exp, Master's in HR BA in Business            Exp in compensation and HRIS</p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? <i>[Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</i></p> <p>Back to work after Covid, change sin the workplace. Well established policies and rules will help. Board may have to make change from Covid experience.            Flexibility will be important.</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>Provide public/civilian oversight and support to County staff in Rules and Policy            Work hand-in-hand with County staff</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Knowledge and Training            Communication and cooperation            Teamwork</p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>Bring a unique way of getting to the root cause of issues            Collaboration – not accuse</p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Asking questions – getting people to talk to each other - Get everyone to listen to each other. Leadership Board America Legion, VFW Commander</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>Not looked at recently but familiar with and know where to find them – have had experience with them when worked for the County</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Absolutely</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>Absolutely not – fully understand</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&amp;Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>Absolutely not</p>
11	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i></p> <p>No</p>
12	<p>Do you have any questions for the interview panel?</p> <p>Not at this time – look forward to interaction and involvement</p>

Notes:



Date: 5/28/2021

**Board or Commission:** Personnel

**Interview Panel:**

Name : \_\_\_\_\_ Bernadine Goldman \_\_\_\_\_ (Board Chair)

Name : \_\_\_ David Izraelevitz \_\_\_\_\_ (Council Liaison)

Name: \_\_\_ Valerie Aghaei Park \_\_\_\_\_ (Staff Liaison)

**Applicants Interviewed:**

Name: \_\_\_ Lawrence (Ed) McDaris \_\_\_\_\_ Date of Interview: \_\_\_ 5/25/2021 \_\_\_\_\_

Name: \_\_\_ Ramiro (Trey) Pereyra \_\_\_\_\_ Date of Interview: \_\_\_ 5/28/2021 \_\_\_\_\_

Name: \_\_\_\_\_ Date of Interview: \_\_\_\_\_

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Name: \_\_\_\_\_ Date of Interview: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Interview: \_\_\_\_\_

**Interview Panel Recommendations:**

The interview panel for the \_\_\_\_\_ Personnel \_\_\_\_\_ Board or Commission would like to recommend the following applicants for appointment:

Name : \_\_\_\_\_ Lawrence (Ed) McDaris \_\_\_\_\_ (circle one: incumbent or **new applicant**)

Name : \_\_\_\_\_ Ramiro (Trey) Pereyra \_\_\_\_\_ (circle one: **incumbent** or new applicant)

Name : \_\_\_\_\_ (circle one: incumbent or new applicant)

Name : \_\_\_\_\_ (circle one: incumbent or new applicant)

Name : \_\_\_\_\_ (circle one: incumbent or new applicant)

Name : \_\_\_\_\_ (circle one: incumbent or new applicant)

Name : \_\_\_\_\_ (circle one: incumbent or new applicant)

The interview panel for the \_\_\_\_\_ Personnel \_\_\_\_\_ Board or Commission would like to recommend the following applicants to terms:

Name : \_\_\_\_\_ Lawrence (Ed) McDaris \_\_\_\_\_ to term ending \_\_\_\_\_ March 30, 2024 \_\_\_\_\_

Name : \_\_\_\_\_ Ramiro (Trey) Pereyra \_\_\_\_\_ to term ending \_\_\_\_\_ March 30, 2024 \_\_\_\_\_

Name : \_\_\_\_\_ to term ending \_\_\_\_\_

Name : \_\_\_\_\_ to term ending \_\_\_\_\_

Name : \_\_\_\_\_ to term ending \_\_\_\_\_

Name : \_\_\_\_\_ to term ending \_\_\_\_\_

**Other information for Council:**



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

June 08, 2021

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**Agenda No.:** D.  
**Index (Council Goals):**  
**Presenters:** Troy Hughes, Fire Chief  
**Legislative File:** 14301-21

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### Title

Incorporated County of Los Alamos Resolution No. 21-08; A Resolution Authorizing Acceptance of the 2021 - 2022 Wildfire Risk Reduction Grant Program in The Amount Of \$15,000 And Consideration of Budget Revision 2021-46.

### Recommended Action

**I move that Council approve Resolution No. 21-08 in acceptance of the 2021 -2022 Wildfire Risk Reduction Grant Program monies and Budget Revision 2021-46 as summarized on Attachments A and B.**

### County Manager's Recommendation

The County Manager recommends that Council approve both Resolution 21-08 and Budget Revision 21-46 as requested.

### Body

The Los Alamos Fire Department (LAFD) applied for the 2021 - 2022 Wildfire Risk Reduction Grant Program through the New Mexico Counties. The LAFD received a grant award letter for \$15,000 from New Mexico Counties. The funds will be utilized to update the Los Alamos County Community Risk Protection Plan (CWPP). Based upon guidance from New Mexico State Forestry and the national Association of State Foresters, the CWPP should be updated every five (5) years. The Los Alamos County CWPP was last updated in 2016. Since that time, Los Alamos County has completed mitigation of over 125 acres of county owned property, obtaining updated mapping, completed an Environmental Assessment (EA) of the wildland urban interface areas of the county, and documented over 500 home assessments in high-risk areas that were only previously mentioned in the existing CWPP as a project area.

The proceeds of the grant will go towards updating the existing Los Alamos County CWPP with new maps, with project progress being captured in the new CWPP. This will be the third revision of the CWPP that was authored in 2006.

### Alternatives

Council could choose not to approve the Resolution for acceptance of the Grant funds and/or the Budget Revision. The impact would be that the CWPP project may not have adequate funds to fulfill the project of wildland risk reduction in our community.

### Attachments

A - Resolution No. 21-08\_Acceptance of 2021-2022 Wildfire Risk Reduction Grant Program  
B - Publication Notification  
C - Budget Revision No. 2021-46

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D - Grant Analysis and Financial Matrix

**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 21-08**

**A RESOLUTION AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS AND THE LOS ALAMOS COUNTY COMMUNITY WILDLAND PROTECTION PLAN TO ACCEPT THE 2021 - 2022 WILDFIRE RISK REDUCTION PROGRAM GRANT, IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) FROM NEW MEXICO COUNTIES ASSOCIATION**

**WHEREAS**, the Incorporated County of Los Alamos (“County”) and Los Alamos Fire Department was awarded the 2021 – 2022 Wildfire Risk Reduction Program Grant in the amount of Fifteen Thousand Dollars (\$15,000.00) to update the Los Alamos County Community Wildland Protection Plan (“CWPP”); and

**WHEREAS**, Los Alamos County Fire Department shall utilize the grant funds by updating County’s CWPP; and

**WHEREAS**, the updated CWPP shall enable County and its cooperating partners to continue to be eligible for the funding of hazardous fuels reductions projects in identified high risk areas of the County; and

**WHEREAS**, County shall commit the necessary minimum requirement of a Ten Percent (10%) match in the amount of One Thousand Five Hundred Dollars (\$1,500.00) and shall abide by the Grant Award terms and conditions.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Incorporated County of Los Alamos that staff, on behalf of County, is authorized to accept the 2021 – 2022 Wildfire Risk Reduction Program Grant in the amount of Fifteen Thousand Dollars (\$15,000.00) from the New Mexico Counties Association.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of June 2021.

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

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**Randall T. Ryti,  
Council Chair**

**ATTEST:**

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

**NOTICE OF RESOLUTION NO. 21-08**  
**STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS**

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Resolution No. 21-08. This will be considered by the County Council at an open meeting on Tuesday, June 8, 2021, at 6:00 p.m., at the Los Alamos County Municipal Building: 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 21-08**

**A RESOLUTION AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS AND THE LOS ALAMOS COUNTY COMMUNITY WILDLAND PROTECTION PLAN TO ACCEPT THE 2021 - 2022 WILDFIRE RISK REDUCTION PROGRAM GRANT, IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) FROM NEW MEXICO COUNTIES ASSOCIATION**

Council of the Incorporated County of Los Alamos

By: /s/Randall T. Ryti, Council Chair

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

Publication Date: Thursday, May 27, 2021

## Budget Revision 2021-46

Council Meeting Date: June 8, 2021

	Fund & Department	Org Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	General Fund - Fire Mitigation	01162611 3329 8349 8559	\$ 15,000	\$ 15,000		
<p><b>Description:</b> The purpose of this revision is to increase revenue and expenditure budgets for the Wildfire Risk Reduction Grant Program. There is a required \$1,500 County match which will come from the existing budget in the Fire Marshal Fund.</p>						
<p><b>Fiscal Impact:</b> The net impact on the General Fund is to increase revenue and expenditures by \$15,000.</p>						

**County of Los Alamos**  
**GRANT ANALYSIS AND FINANCIAL MATRIX FORM**

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

**GRANT APPLICANT:**

Matrix Form Submission Status:  X  Initial   Revised  
Name of Department: Fire Department  
Name of Department Head: Troy Hughes  
Contact Information: Email troy.hughes@lacnm.us Phone #662-8309  
Person Completing This Form: Kelly Sterna  
Contact Information: Email Kelly.sterna@lacnm.us Phone #662-8304

**GRANT INFORMATION:**

Grant Agency/Source NM Association of Counties  
Name of Grant Program Wildfire Risk Reduction Program for Rural Communities  
Application Submission Deadline: 03/31/2021  
Federal Grantor/Program Title: Federal Agency: Department of Interior, Bureau of Land Management  
Federal CFDA Number: CFDA #15.228  
Check Only One: Federal Direct   OR Federal Indirect  X   
State Grantor/Program Title New Mexico Association of Counties  
Private Organization: NA  
Grant **Application**: \$15,000 **Match**: \$ 1,500 **Total**: \$ 16,500  
Estimated Date for Notice of Award (if awarded): 06/01/2021  
Does Grant include loan component? Yes   No  X   
Loan Terms (interest rate, years to repay) N/A

Review and Approvals

Department Head: Troy Hughes 2/22/2021  
Signature Date

Other Department Head: \_\_\_\_\_  
Signature Date

Budget Manager: Karen Kendall 2/22/2021  
Signature Date

Finance Grants Mgr: [Signature] 2/22/2021  
Signature Date

County Manager: Harry Burgess 2/22/2021  
Signature Date

County Manager: \_\_\_\_\_  
Signature Date

Date to Council for Approval to Apply for Grant: N/A



## A. Describe the purpose of the grant and what will be accomplished:

Based upon guidance from New Mexico State Forestry and the National Association of State Foresters, Community Wildfire Protection Plans (CWPPs) should be updated every 5 years. The Los Alamos County CWPP was last updated in 2016. Since that time, LAC has completed mitigation of over 125 acres of county owned property, obtaining updated mapping, completed an Environmental Assessment (EA) of the wildland urban interface areas of the county, and documented over 500 home assessments in high risk areas that were only previously mentioned in the existing CWPP as a project area.

If awarded, the proceeds of the grant will go towards updating the existing LAC CWPP with new maps, project progress will be captured in the CWPP. This will be the third revision of the CWPP that was authored in 2006.

## B. Grant Budget

Expense Type	Grant	Match/In Kind Requirement	Budget Authority (Yes or No)
Operational	\$ 15,000	\$ 1,500	NO
Outside Services	\$	\$	
Capital Outlay			
<b>TOTAL</b>	<b>\$ 15,000</b>	<b>\$ 1,500</b>	<b>16,500</b>

C. Source of Match/In Kind: State Fire Protection Distribution Fund FG4001-0

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

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

F. Will resources (\$ or people) from another department be required? Yes  No

If yes, describe: \_\_\_\_\_

G. Frequency of reporting requirement Monthly  Quarterly  Annually

H. Frequency of pay requests for reimbursement Monthly  Quarterly  Annually

I. What, if anything, is the County's obligation (personnel or \$) beyond the life of the grant? To revise the current LAC CWPP - with existing project data gathered since 2016.

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

K. Who within the department will have responsibility for this grant?

Programmatic Reporting? Kelly Sterna

Financial Reporting? Xavier Anderson

Further Grant Information:

FUNDING AUTHORITY

Funding for the Wildfire Risk Reduction Program is provided to NMC through the following:

CFDA #15.228

National Fire Plan: Wildland Urban Interface Community Fire Assistance

Grant Number: L19AC00304

Grant Period: October 2019 – September 2024

Questioned Costs: None

Federal Agency: Department of Interior, Bureau of Land Management



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

June 08, 2021

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**Agenda No.:** E.  
**Index (Council Goals):** \* 2021 Council Goal - Enhancing Communication  
**Presenters:** Randall Ryti, Council Chair  
**Legislative File:** 14328-21

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### Title

Consideration of Membership in the Coalition of Sustainable Communities New Mexico and appoint Council Representative

### Recommended Action

**I move that Council approve Los Alamos County to become a member to the Coalition of Sustainable Communities New Mexico as presented and appoint Councilor Randall Ryti to serve as a representative to the Coalition.**

### ..County Manager's Recommendation

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

### Body

This item is to seek County Council's approval to join the Coalition of Sustainable Communities New Mexico effective June 9, 2021 and will begin payment for membership dues on July 1, 2021. Furthermore, County Council will select one member from County Council to serve as a representative to the Coalition.

Los Alamos County Council approved the formation of the Los Alamos Resiliency Energy & Sustainability (LARES) Task Force to serve as an advisory body to the County Council for the purpose of recommending ways for the County as a whole, including government, businesses, and residents, to achieve net zero greenhouse gas emissions and advance other sustainable practices in the face of climate change. On April 2, 2021, the Coalition of Sustainable Communities New Mexico, Development Director and Executive Director provided an overview to LARES and invited Los Alamos County to become a member. The vision of the Coalition of Sustainable Communities New Mexico is to "Envision NM as a leader in climate action and sustainability. Our Coalition will speak in a united voice to ensure resilient, equitable, and sustainable communities."

On April 16, 2021, LARES Task Force voted to recommend to Los Alamos County Council to join the Coalition of Sustainable Communities New Mexico. At the FY22 Budget Hearings, on April 26, 2021, the Los Alamos County Council approved funding of \$5,000 to join the Coalition of Sustainable Communities New Mexico.

### Attachments

A - Coalition of Sustainable Communities New Mexico Presentation

B - Los Alamos County Letter of Intent to join the Coalition of Sustainable Communities New Mexico

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# Coalition of Sustainable Communities New Mexico



*We envision New Mexico as a leader in climate action and sustainability. Our Coalition will speak in a united voice to ensure resilient, healthy, prosperous communities.*

## A Coalition of Collaboration

Beth Beloff, Executive Director

Ken Hughes, Coalition Development Director

Presentation to Los Alamos County Council

June 8, 2021



# Agenda

- Coalition of Sustainable Communities' Vision, Mission and Services
- How the Coalition Works
- Governance Structure and Roles
- Accomplishments and Ongoing Work
- Legislative Priorities
- Community Solar as Case Study
- Working Groups
- Member Accomplishments
- Coalition Priority Policy Setting





# Coalition Vision and Mission

## Inspiration

Sustainable Santa Fe 25-Year Plan: top 10 strategies included development of a structure to align climate action & sustainability interests of local governments across state

## Vision

We envision New Mexico as a leader in ***climate action*** and ***sustainability***. Our Coalition will speak in a ***united voice*** to ensure resilient, equitable, and sustainable communities.

## Mission

We are committed to developing ***common understanding, aligning our interests,*** and working together to ***amplify our voices*** in order to create ***resilient, equitable,*** and ***sustainable communities*** now and for the future.



# Coalition Services

## Advocacy

- Combines policy interests from member communities into a **cohesive voice advocating for state policy through legislation, regulations and administrative actions.**
- May initiate legislation, and **advocate and/or lobby** for Coalition-backed priorities during legislative sessions. It will also coordinate the development of Resolutions of multiple Members' interests at the local level.

## Collaboration and Networking

- Works with members to identify **areas of sustainability best resolved through coordinated local government action** and leveraging of collective resources.
- Develops opportunities to share best practices.

## Solutions Development

- Convenes **Working Groups** to find solutions to priority challenges.
- The member governments of the Coalition serve as **incubators for policies and practices** that can be tested and disseminated across the state.



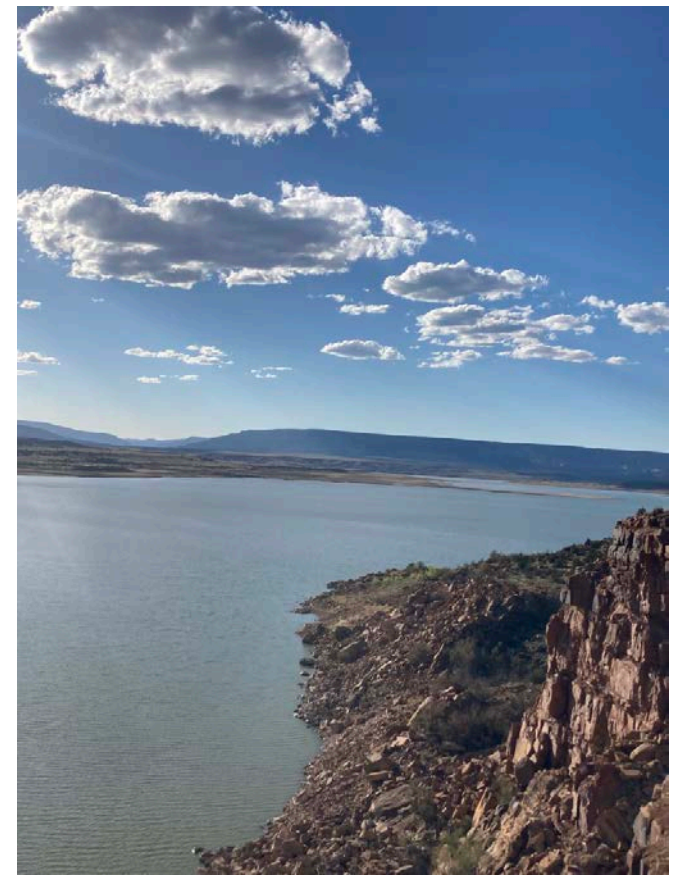
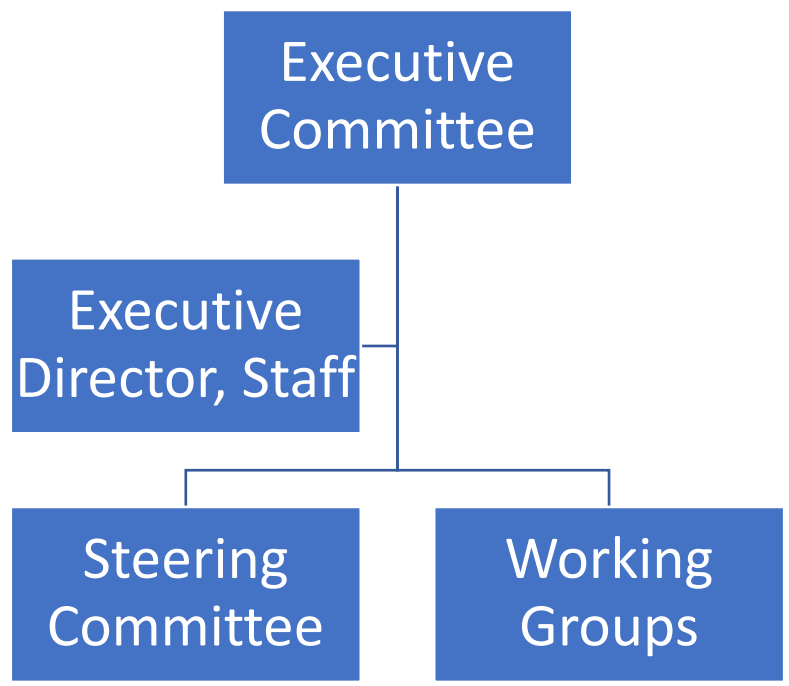


# How the Coalition Works

- **At State Level:** While many organizations work on climate and sustainability, only the Coalition of Sustainable Communities focuses local governments on shared climate-related and sustainability challenges
- **One Voice:** Local governments speaking in a united voice are more effective than single voices. Founding members - Albuquerque, Santa Fe, Las Cruces, Santa Fe County - represent 40% of New Mexicans
- **Cost Effective:** Sharing resources for advocacy and lobbying, developing legislation, researching issues is more cost-effective
- **Collaborative Solutions Development:** Developing a roadmap for local governments in the energy transition can best be done collaboratively
- **Shared Local Plans and Resolutions:** Members can share work and best practices that support the Coalition's policy platform
- **Effective:** The Coalition has developed a reputation for getting things done (ex: Community Solar Act success!!)



# Governance Structure





# Roles

- Guided by **Executive Committee**, Steering Committee, Working Groups, and **Executive Director** and other **Coalition staff**
- **Steering Committee** comprised of all Coalition Members, each with **one vote**, and recommends priorities, activities, and policies to the Executive Committee in **quarterly meetings**.
- **Executive Committee** comprised of Chair, Vice Chair, up to five additional members and the Executive Director; **finalizes policy platform and Coalition's annual work plan**. Meets **once/year** at Annual Meeting.
- **Executive Director and Staff** carry out day-to-day activities and policy work established by the Executive Committee. Executive Director oversees membership expansion, convenes and leads Steering Committee meetings and Executive Committee meetings in the absence of the Chair, Vice Chair, or their designees.
- **Working Groups formed by the Executive Committee and led by Coalition Staff** to further develop policies, strategies, white papers relevant to Coalition's policy platform and other strategic areas of focus.



# Accomplishments and Ongoing Work

- Added to Founding Members two **Ex officio members**: Deputy Secretary of the **State Land Office** and Climate Coordinator of **NM Environment Department**
- Led broad array of stakeholders to develop, refine, and advance the **Community Solar Act**. Consensus bill **passed the Legislature and signed into law by the Governor**
- Assisted with Member Resolutions regarding **Legislative Priorities**; Supported key energy legislation that passed in the 2020 session: **Energy Grid Modernization** and **Solar Tax Credit**. Slide 9 covers 2021 wins.
- Established **Working Groups**:
  - **Transportation** to share best practices on emissions reductions and electric vehicle adoption and infrastructure
  - **Solar and EE Working Group** to expand accessibility to solar PV and EE
  - Possible upcoming: **Water Working Group, Carbon Storage**



# Accomplishments and Ongoing Work

- Developed and recommended **Legislative Priorities** for Members.
- Developed a **Legislative Tracking Spreadsheet** to update Members daily, and assisted Members in developing legislative resolutions
- Created a **Public Regulation Commission Tracking Tool**
- **Testified** in support of a stronger revised building energy code both at state level and in Santa Fe County
- Convened **Roundtables** around critical challenges and potential solutions:
  - Building Codes
  - Clean Energy
  - Green Financing
  - Electric Utility Decoupling
- Developing **Santa Fe Solarize Campaign Pilot** and **Green Bank**.



# Legislative Priorities - Passed

**SB84, Community Solar Act.** Consensus bill providing for solar energy projects for community, low income, pueblo, & tribal subscribers. Economic development component

**SB112, Sustainable Economy Task Force.** Recommend plans to diversity economy beyond oil & gas reliance, advance a clean energy economy, plan a just transition

**HB15, Sustainable Building Tax Credit.** Tax credits for new/existing energy efficient buildings

**SB8, Local Government Air Quality Regulations.** Removes “no more stringent language.” Authorizes local authorities to regulate air/hazardous waste at levels safer than federal levels.

**HB51, Environmental Database.** Searchable database merging info from 7 agencies. Public access offering efficiency and transparency. UNM to host

**HB89, Healthy Soil Tax Rebate.** Allows rebate supporting Healthy Soil Program



# Community Solar Act

- Coalition leaders worked with an array of stakeholders to develop, refine, and advance the **Community Solar Act** during the 2019 and 2020 legislative sessions. Developed a consensus bill with utilities' concurrence. **Passed the Legislature and signed into law by the Governor.**
- In advance of the 2021 legislative session, **Coalition leaders co-chaired the Community Solar Working Group established by SM63** that led to updated legislation, Senate Bill 84
- **Key Points:**
  - Authorizes development of **Community Solar Facilities** by cities, counties, pueblos, tribes, utilities, nonprofits supporting low-income housing, neighborhoods, and solar developers
  - Subscriptions should **reduce electric bills**, especially for **low-income citizens**
  - Expands **solar access** to renters, not just individual property owners
  - Provides **community choice for renewable energy** for those who cannot access rooftop solar
  - Significantly stimulates New Mexico's **economy** with new high-wage jobs



# Transportation Working Group

- **Purpose:** Coalition members seek to reduce greenhouse gas emissions and increase transportation efficiency and equity by adopting zero/low emission vehicles, multi-modal transit options, planning and management strategies.
- **Membership:** All Coalition members and outside experts
- **Focus:** Electric vehicle infrastructure planning, vehicle fleet procurement practices, “green fleet” management, and exploring consumer group purchasing of EVs





# Solar and EE Working Group

**Purpose:** Coalition members seek to maximize opportunities to increase use of solar and efficient equipment for their buildings and operations by adopting best practices, as well as help citizens and businesses go solar.

**Membership:** All Coalition members

**Focus:**

- Created White Paper of solar options that
  - Sets ambitious goals for solar energy adoption
  - Eliminates red tape in the solar installation process
  - Encourages solar projects throughout the community
- Assist Santa Fe with its Solarize campaign



# Solar and EE Working Group

## Green Bank

- To reduce the energy burden of low-income households, developing a "Green Bank" feasibility study, expanding Solarize campaign and for application to the Santa Fe region, with future expansion statewide.





# Member Accomplishments

- **Las Cruces**

- Contracted with the Coalition to produce a guide to implementing a new building energy code
- Applied new State Land Office 40-year lease to site new city wells
- Achieved, along with Santa Fe City and County, Sol Smart designation

- **Albuquerque**

- Developing an updated Climate Action Plan through a Climate Task Force with preferred members self-identified as “black, indigenous, and/or person of color”
- No. 3 of America’s cities with most solar installed per capita.



# Member Accomplishments

- **City of Santa Fe**
  - Advancing Solarize Santa Fe pilot project to help those with low FICO scores become eligible to go solar, starting with teachers
  - Installing solar on 14 city buildings and LEDS in all street lights
  - Working with Coalition on creating a green bank/fund
- **Santa Fe County**
  - Approved new building energy code more stringent than the new state code
  - Working with the Coalition on creating a green bank/fund



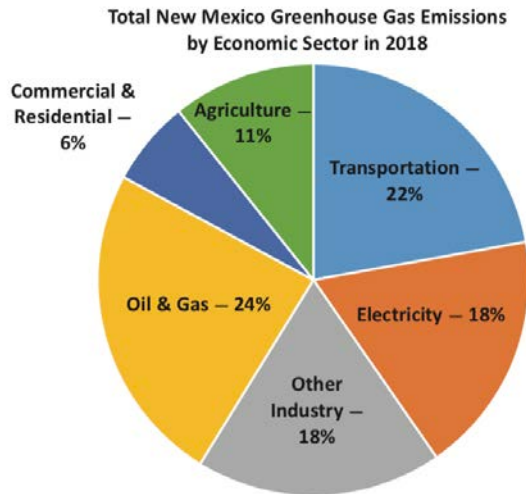
# Coalition Members On The Web

- City of Albuquerque's [Climate Action Plan](#) and [information about sustainability](#)
- City of Santa Fe's [Sustainable Santa Fe 25-Year Plan](#) and [information about sustainability](#)
- City of Las Cruces' [Sustainability Office](#)
- Santa Fe County's [Office of Sustainability](#)
- State Land Office (ex officio) [Office of Renewable Energy](#)

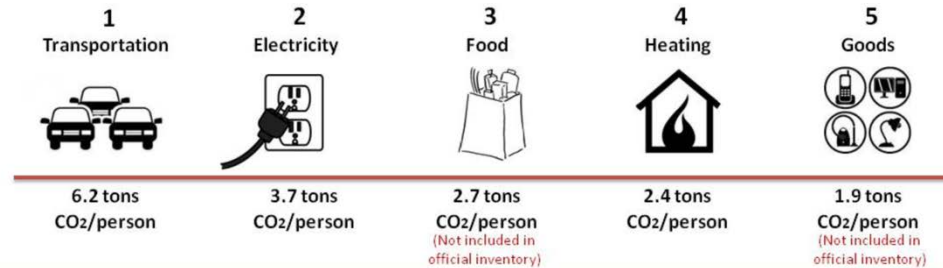


# Developing Coalition Priorities

- Coalition staff and steering committee members evaluate what policies reduce emissions in key sectors, while providing co-benefits to a triple bottom line of environmental, economic, and social considerations.



## 2015 GHG Emissions for Santa Fe City & County



Source: 2015 GHG Emissions Inventory: The City of Santa Fe and Santa Fe County

Sources: NM Climate Strategy 2019, NM Interagency Climate Task Force & 2015 GHG Emissions Inventory Santa Fe:  
[https://www.sustainablesantafe2040.com/uploads/9/8/6/5/98656914/santa\\_fe\\_2015\\_ghg\\_emissions\\_inventory\\_mar.9.17.pdf](https://www.sustainablesantafe2040.com/uploads/9/8/6/5/98656914/santa_fe_2015_ghg_emissions_inventory_mar.9.17.pdf)



*Questions?*

*Thank you!*



June 8, 2021

Ms. Beth Beloff  
Coalition of Sustainable Communities NM  
C/O: Santa Fe Community Foundation  
501 Halona St. Santa Fe, New Mexico 87505

Dear Ms. Beloff,

**COUNTY COUNCIL**

Randall Ryti  
Council Chair  
James Robinson  
Council Vice-Chair

**COUNCILORS**

David Izraelevitz  
David Reagor  
Sara Scott  
Sean James Williams

Los Alamos County Council approved the formation of the Los Alamos Resiliency Energy & Sustainability Task Force to serve as an advisory body to the County Council for the purpose of recommending ways for the County as a whole, including government, businesses, and residents to achieve net zero greenhouse gas emissions and advance other sustainable practices in the face of climate change. On April 2, 2021, the Coalition of Sustainable Communities New Mexico, Development Director and Executive Director provided an overview to LARES and invited Los Alamos County to become a member. On April 16, 2021, LARES Task Force voted to recommend to Los Alamos County Council to join the Coalition of Sustainable Communities New Mexico. At the FY22 Budget Hearings, on April 26, 2021, the Los Alamos County Council approved funding of \$5,000 to join the Coalition of Sustainable Communities New Mexico.

We are pleased to join the Coalition effective June 9, 2021 and will begin paying membership dues on July 1, 2021, in alignment with FY22. We look forward to collaborating on efforts to reduce greenhouse gas emissions, strategize on how to improve environmental sustainability within our community and share best practices. Los Alamos County has designated Council Chair, Randall Ryti to serve as representative to the Coalition.

Sincerely,

Randall Ryti  
Chair, Los Alamos County Council





# County of Los Alamos

## Staff Report

June 08, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** F.  
**Index (Council Goals):** \* 2021 Council Goal - N/A  
**Presenters:** County Clerk  
**Legislative File:** 14363-21

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### **Title**

Approval of County Council Minutes for May 18, 2021, and May 25, 2021

### **Recommended Action**

**I move that Council approve the County Council Minutes for May 18, 2021, and May 25, 2021.**

### **Clerk's Recommendation**

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

### **Attachments**

A - County Council Minutes for May 18, 2021

B - County Council Minutes for May 25, 2021



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Minutes

### County Council – Work Session

*Randall Ryti, Council Chair, James Robinson, Council Vice-Chair,  
Denise Derkacs, David Izraelevitz, David Reagor, Sara Scott,  
and Sean Williams, Councilors*

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Tuesday, May 18, 2021

6:00 PM

Due to COVID-19 concerns, meeting will be  
conducted remotely.  
<https://zoom.us/j/95335810917>

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#### 1. OPENING/ROLL CALL

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

Councilor Scott arrived at the meeting during the discussion of Item 2 at 6:01 p.m.

**The following Councilors were in attendance:**

**Present: 7 - Councilor Ryti, Councilor Robinson, Councilor Derkacs, Councilor Izraelevitz,  
Councilor Reagor, Councilor Scott, and Councilor Williams**

#### 2. PLEDGE OF ALLEGIANCE

Led by: All.

Council Chair Ryti made opening remarks regarding the procedure of the meeting due to COVID-19, the joint proclamation with Los Alamos Public Schools, and Los Alamos County recognizing Dr. Peter Lyons. Mr. Harry Burgess, County Manager, listed the County employees in attendance. Councilor Scott made opening remarks regarding the proclamation to Dr. Peter Lyons family.

#### 3. PUBLIC COMMENT

Mr. Greg White, 600 San Ildefonso, commented on dead trees in Los Alamos County.

#### 4. APPROVAL OF AGENDA

**A motion was made by Councilor Scott, seconded by Councilor Derkacs, that the agenda be approved as presented.**

**The motion passed with the following vote:**

**Yes: 7 - Councilor Ryti, Councilor Robinson, Councilor Derkacs, Councilor Izraelevitz,  
Councilor Reagor, Councilor Scott, and Councilor Williams**

**5. STATEMENT REGARDING CLOSED SESSION**

A motion was made by Councilor Derkacs that Council approve the following statement for inclusion in the minutes: "The matters discussed in the closed session of County Council held on May 18, 2021 that began at 5:00 p.m. were limited only to those topics specified in the notice of the closed session, and no action was taken on any matter in the closed session."

**No vote taken.**

**6. COVID-19 SITUATIONAL UPDATE**

Mr. Harry Burgess, County Manager, spoke.  
Chief Dino Sgambellone, Los Alamos Police Department, provided an update.

**7. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

**A. DOE-EM Update on Middle DP Road**

Mr. Kirk Lachman, Department of Energy Environmental Manager, spoke.  
Mr. Troy Thomson, Acting Environmental Remediation Program Manager of N3B, presented.

**No action taken.**

**B. Presentation by Triad on LANL Site Infrastructure Plans**

Dr. Kelly Beierschmitt, Deputy Laboratory Director for Operations and Chief Operating Officer, presented.

Public comment:  
None.

**No action taken.**

**C. Briefing to Council by David North, Chair of the Transportation Board**

Ms. Anne Laurent, Public Works Director, spoke.  
Mr. David North, Chair of the Transportation Board, presented.

Public comment:  
None.

**No action taken.**

Councilor Reagor left the remote session during the discussion of this item at 8:01 p.m.

**RECESS**

Councilor Ryti called for a recess at 8:17 p.m. The meeting reconvened at 8:28 p.m.

**D. Briefing to Council by Erik Loechell, Chair of the Environmental Sustainability Board**

Mr. Erik Loechell, Chair of the Environmental Sustainability Board, presented.  
Ms. Angelica Gurule, Environmental Services Manager, spoke.

Public comment:  
Mr. Greg White, 600 San Ildefonso, spoke.

**No action taken.**

**E. Metropolitan Redevelopment Act Overview and Discussion**

Mr. Patrick Sullivan, Los Alamos Commerce & Development Corporation Executive Director, spoke.  
Ms. Lauren McDaniel, Mainstreet Director, presented.  
Ms. Amy Bell, New Mexico MainStreet Revitalization Specialist of Urban Design, spoke.  
Mr. Paul Andrus, Community Development Director, spoke.

Public comment:  
Mr. Greg White, 600 San Ildefonso, spoke  
Mr. Aaron Walker, 413 Pruitt Avenue, spoke.  
Mr. David Jolly, 115 Asher, spoke.

**No action taken.**

**RECESS**

**Councilor Ryti called for a recess at 10:37 p.m. The meeting reconvened at 10:44 p.m.**

**8. BUSINESS**

**A. Action to Suspend Council Rules for Work Session**

**A motion was made by Councilor Scott, seconded by Councilor Izraelevitz, that Council Suspend Council procedural rules for this work session, May 18, 2021, so that formal action may be taken.**

**The motion passed with the following vote:**

**Yes: 6 - Councilor Ryti, Councilor Robinson, Councilor Derkacs, Councilor Izraelevitz, Councilor Scott, and Councilor Williams**

**Absent: 1 - Councilor Reagor**

- B.** Approval of County Council Minutes for FY 2022 Budget (April 19, 20, & 26, 2021) and May 4, 2021

**A motion was made by Councilor Izraelevitz, seconded by Councilor Derkacs, that Council approve the County Council Minutes for FY 2022 Budget (April 19, 20, & 26, 2021) and May 4, 2021.**

**The motion passed with the following vote:**

**Yes: 6 - Councilor Ryti, Councilor Robinson, Councilor Derkacs, Councilor Izraelevitz, Councilor Scott, and Councilor Williams**

**Absent: 1 - Councilor Reagor**

- C.** Consideration of approval of settlement terms and possible action in Re Joint Application of Avangrid et al, Case No.: 20-00222-UT, New Mexico Public Regulation Commission, State of New Mexico

Mr. Philo Shelton, Utilities Manager, presented.  
Mr. Richard Virtue, Special Council, presented.  
Mr. Kevin Powers, Assistant County Attorney, spoke.

Public Comment:  
None.

**A motion was made by Councilor Derkacs, seconded by Councilor Izraelevitz, that Council find that the settlement terms presented are in the best interest of the County, and further authorize the Utilities Manager, the County Attorney, and the attorney of record in the proceeding, Richard Virtue, to take all necessary steps and execute any and all documents necessary to secure settlement of this matter on these terms.**

**The motion passed with the following vote:**

**Yes: 6 - Councilor Ryti, Councilor Robinson, Councilor Derkacs, Councilor Izraelevitz, Councilor Scott, and Councilor Williams**

**Absent: 1 - Councilor Reagor**

- D.** Approval to Authorize the County Manager as Los Alamos County's Authorized Representative to Complete the Certification and Application for the County Share of Coronavirus Local Fiscal Recovery Funds

Ms. Helen Perraglio, Chief Financial Officer (CFO), presented.

Public Comment:  
None.

A motion was made by Councilor Scott, seconded by Councilor Derkacs, that Council approve the designation of the County Manager as the Authorized Representative to complete the certification and application for the Coronavirus Local Fiscal Recovery Fund Allotment as described in Attachment A.

The motion passed with the following vote:

**Yes: 6 - Councilor Ryti, Councilor Robinson, Councilor Derkacs, Councilor Izraelevitz, Councilor Scott, and Councilor Williams**

**Absent: 1 - Councilor Reagor**

**9. PUBLIC COMMENT**

None.

**10. ADJOURNMENT**

The meeting adjourned at 11:19 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

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Randall T. Ryti, Council Chair

Attest:

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Naomi D. Maestas, County Clerk

Meeting Transcribed By: Victoria N. Montoya, Senior Deputy Clerk

OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Los Alamos County 1000 Central Ave. Ste. 300 Los Alamos, New Mexico 87544	DUNS Number: 069423424 Taxpayer Identification Number: 856000679 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

\_\_\_\_\_  
Authorized Representative:  
Title:  
Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:  
Title:  
Date signed:

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Los Alamos County Council Work Session May 18, 2021 Item 8.D
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U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.



- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

Los Alamos County Council Work Session May 18, 2021 Item 8.D
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- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**  
**ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient’s successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Los Alamos County  
Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Los Alamos County Council Work Session May 18, 2021 Item 8.D
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# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Minutes

### County Council – Regular Session

*Randall Ryti, Council Chair, James Robinson, Council Vice-Chair,  
Denise Derkacs, David Izraelevitz, David Reagor, Sara Scott,  
and Sean Williams, Councilors*

---

Tuesday, May 25, 2021

6:00 PM

Due to COVID-19 concerns, meeting will be  
conducted remotely.

<https://zoom.us/j/96639158933>

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#### 1. OPENING/ROLL CALL

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

The following Councilors were in attendance:

Present: 7 - Councilor Ryti, Councilor Robinson, Councilor Derkacs, Councilor Izraelevitz,  
Councilor Reagor, Councilor Scott, and Councilor Williams

#### 2. PLEDGE OF ALLEGIANCE

Led by: All.

Council Chair Ryti made opening remarks regarding the procedure of the meeting due to COVID-19.  
Mr. Harry Burgess, County Manager, listed the County employees in attendance.

#### 3. PUBLIC COMMENT

None.

#### 4. APPROVAL OF AGENDA

A motion was made by Councilor Williams, seconded by Councilor Robinson, that Council  
amend the agenda to remove item 10.A, the introduction of the Amendments to the Local  
Economic Development Act Ordinance, pending public outreach and public discussion.

The motion failed with the following vote:

Yes: 2 - Councilor Robinson and Councilor Williams

No: 5 - Councilor Ryti, Councilor Derkacs, Councilor Izraelevitz, Councilor Reagor, and  
Councilor Scott

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

The motion passed with the following vote:

Yes: 5 - Councilor Ryti, Councilor Derkacs, Councilor Izraelevitz, Councilor Reagor, and Councilor Scott

No: 2 - Councilor Robinson and Councilor Williams

## 5. STATEMENT REGARDING CLOSED SESSION

A motion was made by Councilor Scott that Council approve the following statement for inclusion in the minutes: "The matters discussed in the closed session held on May 25th, 2021, that began at 5:00 p.m were limited only to those topics specified in the notice of the closed session, and no action was taken on any matter in that closed session."

No vote taken.

## 6. PRESENTATION

### A. Recognition of Outgoing County Manager

Council presented County Manager Harry Burgess with a plaque.

## 7. COVID-19 SITUATIONAL UPDATE

Mr. Harry Burgess, County Manager, spoke.

Ms. Beverly Simpson, Emergency Manager, provided an update.

## 8. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA

None.

## 9. CONSENT AGENDA

Councilor Reagor requested item D. and G. be removed from the Consent Agenda and added under Item 11. There were no objections.

**Consent Motion:**

A motion was made by Councilor Izraelevitz, seconded by Councilor Scott, that Council approve the items on the Consent Agenda as presented, but pull Item D and G to be part of Item 11.

### A. Approval of General Services Agreement No. AGR22-905 with Virtue & Najjar, P.C. in the Amount Not to Exceed \$270,000 plus Applicable Gross Receipts Tax for the Purpose of Providing Legal Services in Connection with the Incorporated County of Los Alamos' Utilities Operations

**I move that the County Council approve Agreement No. AGR22-905 between the Incorporated County of Los Alamos and Virtue & Najjar, P.C. in an amount not to exceed \$270,000.00, plus Applicable New Mexico Gross Receipts Tax, for the Purpose of Providing Legal Services in connection with the Incorporated County of Los Alamos' Utilities Operations.**

- B. Approval of AGR22-903 General Services Agreement with John & Hengerer in the Amount of \$300,000, plus Applicable Gross Receipts Tax for the Purpose of Providing Legal Services to the Incorporated County of Los Alamos Relating to Matters Pending Before the Federal Energy Regulatory Commission (FERC) and/or Other Federal Agencies Involved in Energy Regulation

**I move that the County Council approve Agreement No. AGR22-903 between the Incorporated County of Los Alamos and John & Hengerer in the amount of \$300,000, plus applicable NMGRS and forward to County Council for Approval.**

- C. Approval of General Services Agreement No. AGR21-950 with Keystone Restoration Ecology for the Los Alamos Canyon Water Shed Restoration Project - and - Support for the NMED Grant Application to Restore the Los Alamos Canyon Reservoir Watershed and Stream Channel

**I move that the County Council approve agreement AGR21-950 with Keystone Restoration Ecology for the Los Alamos Canyon Water Shed Restoration Project and authorize to submission of an application to the New Mexico Environment Department (NMED) for River Stewardship funding.**

- D. Board/Commission Appointment(s) - Art in Public Places Board

*Item pulled for further discussion under Public Hearing(s).*

- E. Consideration of Budget Revision 2021-44 (Internship Grant)

**I move that Council approve Budget Revision 2021-44 as summarized on attachment A and that the attachment be made a part of the minutes of this meeting. I further move that Council approve the addition of 20 student positions for the term of the grant in the Social Services Division of the Community Services Department.**

- F. Consideration of Budget Revision 2021-45 (Grants)

**I move that Council approve Budget Revision 2021-45 as summarized on attachment A and that the attachment be made a part of the minutes of this meeting.**

- G. Board Appointment - Board of Adjustment

*Item pulled for further discussion under Public Hearing(s).*

- H. Award of IFB 21-33 El Vado and Abiquiu Hydroelectric Plant Deck and Floor Painting Project

**I move that County Council approve the Award of IFB 21-33 for the purpose of the El Vado and Abiquiu Hydroelectric Plant Deck and Floor Painting Project to Thomas Industrial Coatings in the Amount of \$324,370 and a contingency in the amount \$20,000 for a total of \$344,370 plus Applicable Gross Receipts Tax.**

- I. Approval of Requisition No.1515 for the Purchase of Commercial and Large Residential Water Meters from Ferguson US Holdings, Inc. in the Amount of \$380,115.88 plus Applicable Gross Receipts Tax

I move that the County Council approve the purchase of Commercial and Large Residential Water Meters from Ferguson US Holdings, Inc. as outlined in Requisition No. 1515 in the amount of \$380,115.88, plus applicable gross receipts tax.

- J. Approval of Services Agreement No. AGR 21-45 with Mullen Heller Architecture, PC in an amount not to exceed \$350,000 plus applicable Gross Receipts Tax for the Women's Army Corps (WAC) Building Design and Historic Registration Services

I move that Council approve Services Agreement No. AGR 21-45 with Mullen Heller Architecture, PC in an amount not to exceed \$350,000 plus applicable Gross Receipts Tax for the Women's Army Corps (WAC) Building Design and Historic Registration Services.

**Approval of the Consent Agenda:**

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Robinson, Councilor Derkacs, Councilor Izraelevitz, Councilor Reagor, Councilor Scott, and Councilor Williams

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

- A. Incorporated County of Los Alamos Code Ordinance No. 02-315, A Code Ordinance Amending Chapter 2, Article VI, Section 2-431, Regarding the Local Economic Development Plan Definitions

Councilor Scott introduced, without prejudice, Incorporated County of Los Alamos Code Ordinance No. 02-315 and asked the staff to assure that it is published as provided in the County Charter.

**11. PUBLIC HEARING(S)**

- A. Incorporated County of Los Alamos Code Ordinance 02-312: An Ordinance Amending Chapter 2, Article V, Section 2-421, of the Code of the Incorporated County of Los Alamos Regarding the Procedure for Special Recognition

Councilor Robinson presented.

Public Comment:  
None.

A motion was made by Councilor Robinson, seconded by Councilor Williams, that Council adopt Incorporated County of Los Alamos Code Ordinance No. 02-312; and asked staff to assure that it is published in summary form.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Robinson, Councilor Derkacs, Councilor Izraelevitz, Councilor Reagor, Councilor Scott, and Councilor Williams

- B. Incorporated County of Los Alamos Code Ordinance No. 02-313: An Ordinance of the Incorporated County of Los Alamos, New Mexico, Adding, Amending, and Deleting Certain Sections of Chapter 22, Articles II, III and IV



Fire Chief Troy Hughes, Los Alamos Fire Department (LAFD), spoke.  
Division Chief, Wendy Servey, Los Alamos Fire Department (LAFD) spoke.  
Mr. Paul Andrus, Community Development Director, spoke.

Public Comment:  
None.

A motion was made by Councilor Derkacs, seconded by Councilor Robinson, that Council adopt Incorporated County of Los Alamos Code Ordinance No. 02-313; and asked staff to assure that it is published in summary form.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Robinson, Councilor Derkacs, Councilor Izraelevitz, Councilor Reagor, Councilor Scott, and Councilor Williams

- C. Incorporated County of Los Alamos Code Ordinance No. 02-310: An Ordinance Repealing Section 28-107 of the Code of Ordinances of the Incorporated County of Los Alamos to Ensure Conformity with State Law

Mr. Alvin Leaphart, County Attorney, spoke.

Public Comment:  
Ms. Tina DeYoe, 4498 Fairway Drive, spoke.  
Ms. Erin Green, 1255 45<sup>th</sup> Street spoke.

A motion was made by Councilor Williams, seconded by Councilor Robinson, that Council adopt Incorporated County of Los Alamos Code Ordinance No. 02-310 and asked the staff to assure that it is published as provided in the County Charter.

The motion passed with the following vote:

Yes: 6 - Councilor Ryti, Councilor Robinson, Councilor Derkacs, Councilor Izraelevitz, Councilor Scott, and Councilor Williams

No: 1 - Councilor Reagor

*Consent Item 9G.*

Board Appointment - Board of Adjustment

Mr. Paul Andrus, Community Development Director, spoke.

Public comment:  
None.

A motion was made by Councilor Williams, seconded by Councilor Scott, to nominate Rodney Roberson to fill one (1) vacancy on the Board of Adjustment Board and move that Council appoint the nominee to the vacant position.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Robinson, Councilor Derkacs, Councilor Izraelevitz, Councilor Reagor, Councilor Scott, and Councilor Williams

**Consent Item 9D.**

Board/Commission Appointment(s) - Art in Public Places Board

Ms. Katherine Hudspeth, Senior Management Analyst (CSD), spoke.

Public comment:

None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Derkacs, to nominate Alissa Grissom, Else Tennesen (new applicants) and Jennifer Baker (Incumbent), to fill the three vacancies on the Art in Public Places Board. Alissa Grissom's & Else Tennesen's terms would begin on May 25, 2021 and end on May 24, 2023, Jennifer Baker's term will continue until March 24, 2023, and move that Council appoint the nominees to the vacant positions.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Robinson, Councilor Derkacs, Councilor Izraelevitz, Councilor Reagor, Councilor Scott, and Councilor Williams

**12. COUNCIL BUSINESS**

**A. Appointments**

None.

**B. Board, Commission, and Committee Liaison Reports**

Councilor Izraelevitz reported on the Regional Coalition of LANL Communities.

Councilor Scott reported on the Juvenile Justice Advisory Board (JJAB) Executive Committee, the Planning and Zoning Commission, the Community Development Advisory Board (CDAB), and the North Central NM Economic Development District.

Councilor Robinson reported on the Board of Public Utilities (BPU).

Councilor Derkacs reported on the Historic Preservation Advisory Board, the Transportation Board, and North Mesa Housing Committee.

Councilor Williams reported on the Parks and Recreation Board.

**C. County Manager's Report**

1) County Manager's Report for May 2021

County Manager Harry Burgess reported on the cattle round up operations, the growth of building permit numbers, the transitioning plans for the County Manager, the interviews for the HR position, and the announcement of the new Economic Development Administrator.

**D. Council Chair Report**

Chair Ryti reported on the Mayor's Council, the League of Women Voters, the Los Alamos Resiliency Energy and Sustainability (LARES) Task Force, the Board and Commission luncheon, the Family Y introductory meeting, the Federal Legislative Committee meeting, the Department of Energy meeting, the Energy Communities Alliance (ECA) meeting, and the Technical Work Group meeting.

**E. General Council Business**

None.

**F. Approval of Councilor Expenses**

None.

**G. Preview of Upcoming Agenda Items**

Councilor Ryti requested that the Local Economic Development Act (LEDA) discussion be moved to June 29, 2021 and requested that items related to the Regional Progress Through Partnering Fund Initiative be placed on upcoming agendas.

Councilor Robinson requested that a presentation be placed on the June 15, 2021, agenda regarding the Local Economic Development Act (LEDA).

Councilor Reagor requested items related to budget adjustments be placed on upcoming agendas with relation to funding tied to RCLC.

**13. COUNCILOR COMMENTS**

None.

**14. PUBLIC COMMENT**

None.

**15. ADJOURNMENT**

The meeting adjourned at 8:08 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

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Randall T. Ryti, Council Chair

Attest:

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Naomi D. Maestas, County Clerk

Meeting Transcribed By: Victoria N. Montoya, Senior Deputy Clerk

## Budget Revision 2021-44

Council Meeting Date: May 25, 2021

	Fund & Department	Org Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	General Fund - Community Services Dept - Social Services Division	01150510 8111 8219 8589 3479	\$ 36,080	\$ 36,080		
<p><b>Description:</b> The purpose of this revision is to increase the expenditure budget for the Community Services Department to implement a summer student internship program in Los Alamos County. The revenue is from the associated PED Grant for this program.</p>						
<p><b>Fiscal Impact:</b> The net impact on the General Fund is to increase revenue and expenditures by \$36,080.</p>						

Los Alamos County Council Regular Session May 25, 2021 Item 9.E
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**STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
300 DON GASPAR  
SANTA FE, NEW MEXICO 87501-2786  
Telephone (505) 827-5800  
[www.ped.state.nm.us](http://www.ped.state.nm.us)**

Ryan Stewart, Ed. L. D.  
Secretary of Education

Michelle Lujan Grisham  
Governor

May 17, 2021

**MEMORANDUM**

**TO:** Government Partners  
**FROM:** Elaine Perea, PhD, Director, College and Career Readiness Bureau  
**RE:** **Summer Enrichment Internship Project Approval**

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Thank you for your recent application submission to participate in the Summer Enrichment Internship Program for the summer of 2021. I am pleased to acknowledge that the New Mexico Public Education Department (PED) has received your application, and after review, has given your application preliminary approval. We will next proceed to work with you on finalizing the budget, and then we will draft an Inter-Governmental Agreement between PED and your county or tribal government which will include a scope of work, and a budget for you to evaluate prior to obtaining signatory authority from your county or tribal leadership. Our team looks forward to working with you on behalf of our high school youth.

Respectfully,

DocuSigned by:

A handwritten signature in cursive script, appearing to read "E. Perea".

8C7824C27AEB412...

Elaine Perea, PhD  
Director, College and Career Readiness Bureau

Los Alamos County Council  
Regular Session  
May 25, 2021  
Item 9.E

**What county/tribe do you represent?**

Los Alamos County

**What is your name?**

Donna Casados

**What is your title?**

Social Services Manager

**What is your email?**

donna.casados@lacnm.us

**What is your phone number?**

15056628312

**What is county's/tribe's mailing address?**

1000 Central Park Avenue, Los Alamos NM 87544

**Provide an explanation of the partner governments that you will involve in the summer internship program. Support your choice with comments about the needs of your students and your community.**

As an Incorporated County Los Alamos is the sole government applicant. Los Alamos County will be partnering with the local school district to identify students. During our most recent Health Services Gap Analysis completed in March of 2020, teen focus groups identified the need and want to participate in internships within Los Alamos County. Teens and the Gap analysis identified a gap in internships and job opportunities for teens within Los Alamos County. Students will be hired as County Employees and will be paid through the County Payroll system. Hours worked will be tracked and monitored by the coordinator as well as the County Time Management System. The Coordinator position will be absorbed by a county employee. In the case that the County has to hire a coordinator, it is within our County Policy that benefits are not covered for Term Employees.

**Describe how you will ensure that the most at-risk students will have access to the internship program via engagement strategies.**

In the recruiting process for the internship, Los Alamos County will work with partner organizations such as Teen Center, Teen Court, JJAB (Juvenile Justice Advisory Board, and the local school district) who primarily work with and support teens within Los Alamos County. By working with our community partners we will meet the requirement of making sure our most at-risk students will have access and knowledge of the internship program.

**Describe how you will ensure that students will be exposed to jobs that are high wage, high-skill, or in-demand.**

The plan for the internship program for Los Alamos County is to expose the students to the various Departments within Los Alamos County. County interns will have the option to either rotate among County Departments or will have the option to remain in the same department for the full 6-week period. Students will work with a mentor identified within each Department in order to develop a general understanding of the roles and responsibilities within each Department they rotate through. The assigned mentor will identify small projects and meaningful tasks for the student to perform while assigned to work within that Department. Students interns will attend meetings with their assigned mentor as well if deemed appropriate. Students that are hired will be notified of the availability of public transit to get to and from work; the County will not take responsibility for transporting the student interns. The County sees this as necessary skill students will face when entering the workforce.

**Who will run your program? Describe how you will ensure that students will be receiving an educational experience.**

The coordinator position will be overseen by County Staff, the Social Services Division Manager. The Social Services Manager and HR will identify mentors within the County. The coordinator will communicate with the mentors on a weekly basis to get updates as to the student's work performance or discuss any issues they are experiencing. The coordinator will also contact the interns to report concerns, schedule changes, and serve as the primary contact for the internship program for interns assigned to the County. The Coordinator will coordinate the initial onboarding orientation for student interns in collaboration with other County Staff such as HR and Payroll. During the onboarding process, students will be placed at the County according to their job interests.

**What is the minimum wage in your area (\$/hour)?**

10.50

**How many adult coordinators will be participating in the program?**

1

**Adult coordinator pay BEFORE taxes and benefits**

5000.00

**What is the expected benefit percentage for adult coordinators (default is 30% above salary)**

0.3

**Adult coordinator taxes and benefits**

1500.00

**Adult coordinator pay AFTER taxes and benefits**

6500.00

**How many total students will be participating in the program?**

20

**Total student costs BEFORE taxes and benefits**

25200.00

**Total student costs AFTER taxes and benefits**

28980.00

**Request for additional student funding**

600

**If you are requesting additional student funding, please provide an explanation:**

Los Alamos County has identified an additional cost related to students needing access to Office 365 for email and admin purposes; the County will need to purchase 20 additional Microsoft Office certificates that will cost the County \$600 for 20 students.

**Total program costs**

36080.00

Los Alamos County Council Regular Session May 25, 2021 Item 9.E
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## Budget Revision 2021-45

Council Meeting Date: May 25, 2021

	<b>Fund &amp; Department</b>	<b>Org Object</b>	<b>Revenue</b> (decrease)	<b>Expenditures</b> (decrease)	<b>Transfers</b> In(Out)	<b>Fund Balance</b> (decrease)
1	Airport Fund	68173410 3319 8369	\$ 13,000	\$ 13,000		
<b>Description:</b> The purpose of this revision is to increase reveue and expenditure budgets for the Airport for the "Airport Coronavirus Response Grant Program" (ACRGP) Grant.						
<b>Fiscal Impact:</b> The net impact on the Airport Fund is to increase revenue and expenditures by \$13,000.						

Los Alamos County Council  
Regular Session  
May 25, 2021  
Item 9.F





# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

June 08, 2021

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**Agenda No.:** G.  
**Index (Council Goals):** \* 2021 Council Goal - N/A  
**Presenters:** Troy Hughes, Fire Chief  
**Legislative File:** 14381-21

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### Title

Proclamation Imposing Restrictions on the Use of Fireworks during Exceptional Drought.

### Recommended Action

**I move that Council approve this proclamation.**

### Body

#### WHEREAS:

the weather in North Central New Mexico including Los Alamos County, has been extremely dry, resulting in conditions of exceptional drought in Los Alamos County; 47.8% of the State of New Mexico is in exceptional drought intensity (the highest) rating; and

#### WHEREAS:

the National Weather Service publishes drought indices which indicate that drought conditions are likely to continue and deteriorate for the next 30 days, including Los Alamos County; and

#### WHEREAS:

continued heavy fuel loading, low humidity, heat, and wind forecasts in the County increases the danger of wildland, brush, and grass fires, which pose an extremely high fire risk in and around Los Alamos County;

#### WHEREAS:

these fires would threaten homes and structures, putting the health and safety of our citizens at risk; and

#### WHEREAS:

The Los Alamos Fire Department - Fire Marshal's Office, as well as, surrounding agencies have declared Stage 1 Fire Restrictions within the County of Los Alamos; and

#### WHEREAS:

pursuant to the New Mexico Fireworks Licensing and Safety Act, Section 60-2C-1 et. seq. NMSA 1978, as amended, the Los Alamos County Council is authorized to ban or limit the use and sale of certain fireworks when extreme or severe drought conditions exist as determined by the County Council based on the National Weather Service indices and other relevant information supplied by the United States Forest Service;

#### NOW THEREFORE,

the Council of the Incorporated Council of Los Alamos does hereby proclaim that locally exceptional drought conditions exist and high to very high fire hazards represent a significant and immediate threat to safety, health, and welfare of our citizens in Los Alamos County; and

#### THEREFORE,

sale and use of aerial fireworks and ground audible fireworks including aerial shell kit-reloadable tubes, aerial spinners, helicopters, mines, missile type rockets, stick-type rockets, roman candles (able to shoot balls of flame 50-60 plus feet in the air), shells, chasers and firecrackers are

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prohibited for the next (30) days in accordance with the state statute and the County Code;  
and

**THEREFORE,**

the use cone fountains, crackling devices, cylindrical fountains, flitter sparklers, ground spinners, illuminating torches/static (non-flame shooting) roman candles, toy smoke devices, wheels, is limited within Los Alamos County to areas that are paved or barren or that have a readily accessible source of water for use by any homeowner or the public; and

**THEREFORE,**

Nothing in the Proclamation shall prohibit a County - approved display of fireworks, except that any individual, association, partnership, corporation, or organization shall comply with the terms of any agreement with the County, and shall secure a written permit from the County's Fire Marshal's Office, and the display fireworks shall be purchased from a distributor or display distributor licensed by the State Fire Marshal and the Bureau of Alcohol, Tobacco, and Firearms at the United States Department of Treasury, pursuant to Section 60-2C-9, NMSA 1978.

**ADOPTED** by the Los Alamos County Council this 8th day of June 2021.



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

June 08, 2021

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**Agenda No.:** A.  
**Index (Council Goals):** \* 2021 Council Goal - N/A  
**Presenters:** Bob Westervelt  
**Legislative File:** OR0894-21

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### Title

Introduction of Incorporated County of Los Alamos Code Ordinance No. 707, An Ordinance to Authorize the Refinance and Re-issuance of Amended Loan and Promissory Note Agreements with the New Mexico Environment Department to Reflect a Lowered Interest Rate.

### Recommended Action

**I introduce, without prejudice, Incorporated County of Los Alamos Code Ordinance No. 707, An Ordinance to Authorize the Refinance and Re-issuance of Amended Loan and Promissory Note Agreements with the New Mexico Environment Department to Reflect a Lowered Interest rate, and ask the staff to assure that it is published as provided in the County Charter.**

### Staff Recommendation

The Board of Public Utilities and Staff recommend the motion be approved as presented

### Body

On August 28, 2018, Council adopted Ordinance No. 683 authorizing the refinance of the Los Alamos Wastewater Treatment Plant loan to extend the term and to lower the total rate paid for interest and administrative fees to 2.375% per annum, and on November 5, 2018, the loan was refinanced in accordance with a Refinance Loan Agreement and Promissory Note thus authorized.

Recently NMED contacted the Department of Public Utilities staff and advised of another reduction in the available finance rate to 1% including finance charges and administrative fees and NMED proposed that County could again refinance the remainder of the Loan at that lower rate; which will lower the Loan's annual payment by \$47,250.31 and will improve overall cash flow for the utility, saving a total of \$541,830.35 over the remaining term of the loan.

This ordinance authorizes that refinancing.

### Alternatives

The Department could elect to not refinance and continue paying in accordance with the current loan agreement and promissory note.

### Fiscal and Staff Impact

The net effect of this refinance is to lower the annual payments from \$507,403.58 to \$460,153.27, an annual reduction in debt service of \$47,250.31. for a total reduction of \$661,504.34 over the remaining life of the loan. There is a 2% refinance fee which amounts to \$119,673.93 and a rounding difference of \$0.06, for net total savings of \$541,830.35.

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**Attachments**

A - Incorporated County of Los Alamos Ordinance No. 707 with attachments

**INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 707**

**AN ORDINANCE TO AUTHORIZE THE REFINANCE AND REISSUANCE OF AMENDED LOAN AND PROMISSORY NOTE AGREEMENTS WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT TO REFLECT A LOWERED INTEREST RATE**

**(NMED CWSRF LOAN NO. CWSRF 1438143R)**

**WHEREAS**, the Incorporated County of Los Alamos ("County") incurred indebtedness to the State of New Mexico Environment Department ("NMED") through the State's Clean Water State Revolving Fund ("CWSRF"); loan number CWSRF 1438143R; and

**WHEREAS**, County, through the Department of Public Utilities ("DPU"), timely made all payments on the Loan; and

**WHEREAS**, after discussing the refinance of the remaining principal with the NMED, NMED proposed that County could refinance the remainder of the Loan with the lowered balance, a lower current interest rate and an increased term of the Loan; and

**WHEREAS**, the Board of Public Utilities ("BPU") recommended, and the County Council approved, pursuant to County Ordinance, a transfer of Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000) from County's Gas Fund account to County's Sewer Utility Fund account to pay down the Loan's principal balance; and, that action was accomplished as of February 7, 2018; and

**WHEREAS**, on August 28, 2018, Council adopted Ordinance No. 683 authorizing the refinance of the loan to extend the term and to lower the total rate paid for interest and administrative fees to 2.375% per annum, and on November 5, 2018, the loan was refinanced in accordance with a Refinance Loan Agreement and Promissory Note thus authorized; and

**WHEREAS**, County, through the DPU, has timely made all payments on the refinanced Loan to date; and

**WHEREAS**, NMED contacted the Department of Public Utilities staff and advised of another reduction in the available finance rate to 1% including finance charges and administrative fees and NMED proposed that County could again refinance the remainder of the Loan at that lower rate; and, such refinancing will lower the Loan's annual payment by \$47,250.31, which will improve overall cash flow for the utility, saving a total of \$541,830.35, net of fees totaling \$119,673.93, over the remaining term of the loan, and will allow for flexibility for future capital improvements and necessary rate actions for the utility; and

**WHEREAS**, the prior Loan and the prior and current Refinance Documents require that the DPU Sewer Revenues have sufficient income to cover repayment of the loan through net revenues; and

**WHEREAS**, County's Chief Financial Officer has reviewed and affirmed that all debt coverage requirements of the refinanced Loan for any DPU outstanding revenue bonds or indebtedness against the revenue of the Sewer system are or will be adequately met; and

**WHEREAS**, all other terms, conditions, and requirements of the Loan and Ordinance No. 518 and Ordinance No. 683, remain intact and unchanged except as provided herein; and

**WHEREAS**, BPU, at a regularly scheduled and properly noticed meeting, after hearing and consideration has recommended to the County Council that the Loan be refinanced; and

**WHEREAS**, the County Council has determined that it is necessary and in the best interest of the County to accept and enter into the Refinance Loan Agreement and Refinance Promissory Note and to execute and to deliver both to the NMED.

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

**Section 1. Findings.** The County Council hereby finds and declares that it has considered all necessary and relevant information to date, and hereby makes the following findings:

a. Necessity. After numerous discussions and review by the County Council, the County's Board of Public Utilities ("Board"), the Department of Public Utilities' staff, and the public, it has been determined that refinance of the 2018 Refinanced NMED Clean Water State Revolving Fund Loan No. 1438143R ("Loan"), is prudent and of benefit to the Community and the Sewer Utility customers and rate payors and will aid in achieving the long-term financial stability of the Sewer Fund.

b. Amendment and Refinancing of the Loan. Attached to this Ordinance as Attachments A and B are the proposed Refinance Loan and Refinance Promissory Note documents ("Refinance Documents"). The Refinance Documents replace the prior authorized Loan documents including the Loan and Promissory Note for NMED Loan No. CWSRF 1438143R.

**Section 2. Authorization of Refinance Loan Agreement and Refinance Promissory Note.**

a. Authorization and Basic Terms of Loan and Loan Agreement. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the County, it is hereby declared necessary that County execute and deliver, and County's Utilities Manager, in consultation with the County Attorney's Office, is hereby authorized to execute and deliver the Refinance Documents together with this Ordinance to the NMED.

b. It is understood and authorized that the final Refinance Documents loan amount and terms may be adjusted to compensate and be adjusted for the accruing interest on principal until the execution of the Refinance Documents, but shall be in substantial conformity to Attachments A and B attached hereto.

c. All other terms, conditions, covenants, and requirements as provided in Ordinance No. 683, and the refinanced Loan authorized therein remain unaltered and unchanged, except as provided herein (*i.e.*, term, interest rate, refinance administrative fee, and principal). For reference, Ordinance No. 683 and the Refinance Loan Agreement and Refinance Promissory Note authorized thereby are attached herewith as Attachment C.

**Section 3. Special Limited Obligations.** The Refinance Documents and all payments of principal and interest thereon, and as originally provided in Ordinance No. 518, shall be special limited, and not general, obligations of County and shall be payable and collectible solely from

Net Revenues of the Sewer System as defined in Ordinance No. 518 which are irrevocably pledged (but not exclusively pledged) as set forth in Section 12 of Ordinance No. 518. The NMED, as Lender, may not look to any general or other County fund for the payment of the principal of or interest on the Refinance Documents except the designated special funds pledged therefor. The Refinance Documents shall not constitute indebtedness or debts within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or be held to be general obligations of County and shall recite that they are payable and collectible solely out of the Net Revenues of the Sewer System, the income from which is so pledged, and that the holders of the Loan Agreement and the Note may not look to any general or other County fund for the payment of the principal of and interest on the Loan Agreement or the Note.

**Section 4. Ordinance Irrepealable.** After the Refinance Documents have been executed and delivered, this Ordinance shall be and remain irrepealable until the Refinance Loan has been fully paid, canceled and discharged or there has been defeasance of the Refinance Documents as provided in this Ordinance No. 707, Ordinance No. 683, or Ordinance No. 518.

**Section 5. Effective Date.** This Ordinance shall become effective upon its final passage and approval by at least 3/4ths of all members of the Los Alamos County Council and shall be recorded with the Los Alamos County Clerk and published in accordance with the Charter of the Incorporated County of Los Alamos.

**Section 6. Severability.** Should any section, paragraph, clause or provision of this Ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 7. Repealer.** All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2021.

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

\_\_\_\_\_  
**Randall T. Ryti,  
Council Chair**

**ATTEST: (Seal)**

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

Attachments:

- A. Refinance Loan Agreement (Draft)
- B. Refinance Promissory Note (Draft)
- C. Ordinance No. 683 and the Refinance Loan Agreement and Refinance Promissory Note

**REFINANCE LOAN AGREEMENT  
 NEW MEXICO ENVIRONMENT DEPARTMENT  
 CONSTRUCTION PROGRAMS BUREAU  
 CLEAN WATER STATE REVOLVING LOAN FUND  
 –also known as–  
 WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM**

**Refinance Loan Number 1438143R  
 Final Loan Amendment 2**

I. This Refinance Loan Agreement (Agreement) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the New Mexico Environment Department (NMED) of the State of New Mexico and Los Alamos County (Borrower). The Borrower has enacted Ordinance No. 518 (Ordinance), approved on October 25, 2005 authorizing indebtedness, and Ordinances No. 683 and \_\_\_\_\_ approved on August 28, 2018 and \_\_\_\_\_ respectively authorizing the refinance of Loan No. 1438143R. This agreement serves to refinance Loan No. 1438143R by lowering the interest charges assessed on the remaining principal balance and levies a **2%** refinance fee on the remaining principal balance. All terms and conditions not addressed in this Agreement remain binding.

**Listed below are agency contacts.**

<p><b>Borrower's Name:</b>          Incorporated County of Los Alamos,          Department of Public Utilities          1000 Central Avenue, Suite 130          Los Alamos, NM 87544</p>	<p><b>NMED:</b>          New Mexico Environment Department          Clean Water State Revolving Fund          Program          P.O. Box 5469          Santa Fe, NM 87502-5469</p>
<p><b>Borrower's Contact Information:</b>          Robert Westervelt          Utilities Finance Manager          robert.westervelt@lacnm.us</p>	<p><b>NMED Contact Information:</b>          Maria Molina,          Loan Program Administration  <a href="mailto:Maria.Molina2@state.nm.us">Maria.Molina2@state.nm.us</a>          (505) 670-3876            Tye Franz, Loan Manager  <a href="mailto:Tye.Franz@state.nm.us">Tye.Franz@state.nm.us</a>          (505) 469-3459</p>

Incorporated as part of the Loan Agreement as though fully set forth is the following:

- Borrower's Loan Ordinance
- Refinance Promissory Note
- Refinance Loan Amortization Schedule



**II. AMOUNT:**

This Loan Agreement will refinance and will repay in full Loan No.1438143R, which has a principal balance of **Five Million Nine Hundred Eighty-Three Thousand Six Hundred Ninety-six Dollars and Fifty-one Cents (\$5,983,696.51)** at a new interest rate of **One Percent (1.00%)** per annum upon the terms and conditions set forth in this Agreement and the Refinance Promissory Note.

**III. DISCLOSURE STATEMENT**

**A. FINANCE COSTS:**

<b>ANNUAL PERCENTAGE RATE</b>	<b>AMOUNT FINANCED</b>	<b>ADMINISTRATIVE FEE (0.4616%)</b>	<b>INTEREST CHARGES (0.5384)</b> <i>The dollar amount the credit will cost.</i>	<b>TOTAL OF PAYMENTS</b> <i>The amount you will have paid after all payments have been made as scheduled.</i>
1.00%	\$ 5,983,696.51	\$211,620.20	\$246,829.11	\$6,442,145.82

**B. REPAYMENT SCHEDULE**

Principal and interest payments shall be made as follows:

<b>NUMBER OF PAYMENTS</b>	<b>AMOUNT OF PAYMENT</b>	<b>WHEN PAYMENTS ARE DUE</b>
14 annual installments	\$460,153.27	Beginning April 7, 2022 and each April 7 thereafter through April 7, 2035.

**C. REFINANCE COST:**

A one-time 2% refinancing fee of: **\$119,673.93**

is assessed on the principal balance outstanding of **\$5,983,696.51**.

Commented [MMN1]: This will be paid before we issue this agreement and we will note it on the final version of agreement

The parties have executed the Agreement on the dates set forth by their respective names.

By executing this Agreement, the undersigned represents that he/she is duly authorized to act on behalf of the Borrower.

BY: \_\_\_\_\_  
Signature of duly authorized Borrower Official  
(Los Alamos County, Incorporated)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Title

DATE: \_\_\_\_\_

**Issued and administered by:**

New Mexico Environment Department  
Wastewater Facility Construction Loan Program  
Clean Water State Revolving Loan Fund

BY: \_\_\_\_\_

Rebecca Roose, Water Protection Division Director  
Signed pursuant to September 14, 2020 Secretary of the Environment Delegation Order

**REFINANCE PROMISSORY NOTE  
FOR FINAL LOAN AMENDMENT 2  
TO NEW MEXICO ENVIRONMENT DEPARTMENT  
CLEAN WATER STATE REVOLVING LOAN FUND  
-also known as-  
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM**

**DATE** \_\_\_\_\_

CWSRF Loan No. 1438143R

This Note replaces the Refinance Promissory Note dated November 8, 2018.

**FOR VALUE RECEIVED**, Los Alamos County (Borrower) promises to pay to the order of the New Mexico Environment Department in connection with the State's Clean Water State Revolving Fund Loan Program (NMED) at NMED's office located at:

New Mexico Environment Department  
Construction Programs Bureau  
P.O. Box 5469  
1190 S. St. Francis Drive  
Santa Fe, New Mexico 87502-5469

or at such other place as NMED may hereafter designate in writing, the principal amount of **Five Million Nine Hundred Eighty-Three Thousand Six Hundred Ninety-Six Dollars and Fifty-One Cents (\$5,983,696.51)** pursuant to the terms of the Refinance Loan Agreement No. 2, Loan Number 1438143R between NMED and the Borrower dated \_\_\_\_\_, 2021 plus **One Percent (1%)** annual interest until paid.

**REPAYMENT RATE AND SCHEDULE**

This Promissory Note bears annual interest at **One Percent (1%)** and shall be amortized over a 14-year term, with annual installments of **Four Hundred Sixty Thousand One Hundred Fifty-Three Dollars and Twenty-Seven Cents (\$460,153.27)** due April 7, 2022 and each April 7 thereafter through April 7, 2035.

**PLEDGED REVENUES**

The Borrower is giving a security interest by dedicating Sewer Utility System Revenues. Sewer Utility System Revenues are defined in the Borrowers Ordinance Number 518.

**ASSIGNMENT**

No assignment by NMED or the right to receive payments under this Note shall affect the Borrower's obligations or rights under this Note other than to make payments under this Note at the address designated by NMED to the Borrower in writing.

#### **DEBT SERVICE COVERAGE REQUIREMENT**

The Borrower must maintain a debt service coverage ratio of no less than 1.2 or the Borrower must maintain an identifiable debt reserve account.

#### **COLLECTION AND DEFAULT**

Collection and Default terms set forth in the Final Promissory Note remain binding.

#### **PREPAYMENT**

The Borrower may prepay all or any part of the principal on this Note without penalty. Refunds and extra payments, as defined in the regulations of NMED shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Agreement and Final Promissory Note until the entire principal and accrued interest are paid in full.

#### **AUTHORITY**

This Note is authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC and the Ordinance of the Borrower.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Sewer Utility System Revenues as defined in the Borrower's Ordinance Number 518 and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.

**Remainder of page intentionally blank**

IN WITNESS, WHEREOF, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

\_\_\_\_\_  
(Borrower's authorized signature)  
Los Alamos County, Incorporated

\_\_\_\_\_  
(Borrower's printed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed or attested before me on \_\_\_\_\_ by \_\_\_\_\_,  
(date) (name of Borrower)

(Seal, if any) \_\_\_\_\_  
(Signature of notary officer)

My commission expires: \_\_\_\_\_

**INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 683**

**AN ORDINANCE TO AUTHORIZE THE REFINANCE AND REISSUANCE OF AMENDED LOAN AND PROMISSORY NOTE AGREEMENTS WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT TO REFLECT A REDUCTION OF THE PRIOR LOAN PRINCIPAL BALANCE, LOWERED INTEREST RATE, AND EXTENSION OF THE PAYMENT TERM**

**(NMED CWSRF LOAN NO. CWSRF 1438143R)**

**WHEREAS**, the Incorporated County of Los Alamos ("County") on October 4, 2005, pursuant to NMSA 1978, Chapter 3, Article 31 and Chapter 4, Article 62, adopted County Ordinance No. 518 which authorized the County and Department of Public Utilities (DPU) to incur indebtedness via a promissory note and loan ("Loan") with the State of New Mexico Environment Department (NMED) through the State's Clean Water State Revolving Fund (CWSRF); and

**WHEREAS**, the Loan amount of CWSRF No. 1438143R, with a rate of interest of Two Point Five Six Four Four Percent (2.5644%) and an administrative fee of Zero Point Four Three Five Six Percent (0.4356%) per annum, was Fourteen Million Three Hundred Fifty-Five Thousand One Hundred Four Dollars and Ninety-Nine Cents (\$14,355,104.99); and

**WHEREAS**, such loan was necessary for the construction and upgrade of the Los Alamos Wastewater Treatment Plant and facilities; and

**WHEREAS**, County completed the construction and upgrade of the Los Alamos Wastewater Treatment Plan in February 2011; and

**WHEREAS**, County, through the DPU, has timely made all payments on the Loan to date; and

**WHEREAS**, the Board has recommended and the County Council has approved, pursuant to County Ordinance, transfer of approximately Two Million Five Hundred Thousand Dollars (\$2,500,000.00) from County's Gas Fund account to County's Sewer Utility Fund account to pay down the Loan's principal balance; and that action was accomplished February 7, 2018; and

**WHEREAS**, after discussing the refinance of the remaining principal with the NMED, NMED proposed that County could refinance the remainder of the Loan with the lowered balance and a lower current interest rate and an increased term of the Loan; and

**WHEREAS**, while extending the term of the Loan, this refinancing will lower the original Loan's annual payment by Four Hundred Fifty-Seven Thousand Four Hundred Eighty-Five Dollars (\$457,485.00) which will improve overall cash flow for the utility and will allow for flexibility for future capital improvements and necessary rate actions for the utility; and

**WHEREAS**, the prior Loan and current Refinance Documents require that the DPU Sewer Revenues have sufficient income to cover repayment of the loan through net revenues; and

**WHEREAS**, County's Chief Financial Officer has reviewed and affirmed that all debt coverage requirements of the refinanced Loan for any DPU outstanding revenue bonds or indebtedness against the revenue of the Sewer system are or will be adequately met; and

**WHEREAS**, all other terms, conditions, and requirements of the Loan and Ordinance 518, remain intact and unchanged except as provided herein; and

**WHEREAS**, the Board, at a regularly scheduled and properly noticed meeting, after hearing and consideration has recommended to the County Council that the Loan be refinanced; and

**WHEREAS**, the County Council has determined that it is necessary and in the best interest of the County to accept and enter into the Refinance Loan Agreement and Refinance Promissory Note and to execute and to deliver both to the NMED.

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

**Section 1. Findings.** The County Council hereby finds and declares that it has considered all necessary and relevant information to date, and hereby makes the following findings:

Necessity. After numerous discussions and review by the County Council, County's Board of Public Utilities ("Board"), the Department of Public Utilities' staff, and the public, it has been determined that refinance of the 2005 NMED Clean Water State Revolving Fund Loan No. 1438143R ("Loan"), is necessary to ensure that future funding of County's White Rock Wastewater Treatment Plant (WWTP) receives the best loan terms and rates of interest for new construction. As noted in the recitals, County, in conjunction with the refinancing of the Loan, has paid down the Loan balance by Two Million Five Hundred Thousand Dollars (\$2,500,000.00), reducing the principal to be refinanced to Seven Million Twenty-Nine Thousand Five Hundred Four Dollars and Thirty-Seven Cents (\$7,029,504.37) with a new financing interest rate of Two Point Zero Two Four Percent (2.024%) and an administrative fee of Zero Point Three Five One Percent (0.351%) for a total rate of Two Point Three Seven Five Percent (2.375%).

a. Amendment and Refinancing of the Loan. Attached to this Ordinance as Attachments A and B are the proposed Refinance Loan and Refinance Promissory Note documents ("Refinance Documents"). The Refinance Documents replace the prior authorized Loan documents including the Loan and Promissory Note for NMED Loan No. CWSRF 1438143R.

**Section 2. Authorization of Refinance Loan Agreement and Refinance Promissory Note.**

a. Authorization and Basic Terms of Loan and Loan Agreement. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the County, it is hereby declared necessary that County execute and deliver, and County's Utilities Manager, in consultation with the County Attorney's Office, is hereby authorized to execute and deliver the Refinance Documents together with this Ordinance to the NMED.

b. It is understood and authorized that the final Refinance Documents loan amount and terms may be adjusted to compensate and be adjusted for the accruing interest on principal until the execution of the Refinance Documents, but shall be in substantial conformity to Attachments A and B attached hereto.

c. All other terms, conditions, covenants, and requirements as provided in Ordinance 518 and the final Loan authorized therein, remain unaltered and unchanged, except as provided herein (*i.e.*, term, interest rate, refinance administrative fee, and principal).

**Section 3. Special Limited Obligations.** The Refinance Documents and all payments of principal and interest thereon, and as originally provided in Ordinance 518, shall be special limited, and not general, obligations of County and shall be payable and collectible solely from Net Revenues of the Sewer System as defined in Ordinance 518 which are irrevocably pledged (but not exclusively pledged) as set forth in Section 12 of Ordinance 518. The NMED, as Lender, may not look to any general or other County fund for the payment of the principal of or interest on the Refinance Documents except the designated special funds pledged therefor. The Refinance Documents shall not constitute indebtedness or debts within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or be held to be general obligations of County and shall recite that they are payable and collectible solely out of the Net Revenues of the Sewer System, the income from which is so pledged, and that the holders of the Loan Agreement and the Note may not look to any general or other County fund for the payment of the principal of and interest on the Loan Agreement or the Note.

**Section 4. Ordinance Irrepealable.** After the Refinance Documents have been executed and delivered, this Ordinance shall be and remain irrepealable until the Refinance Loan has been fully paid, canceled and discharged or there has been defeasance of the Refinance Documents as provided in this Ordinance or Ordinance 518.

**Section 5. Effective Date.** This Ordinance shall become effective upon its final passage and approval by at least 3/4ths of all members of the Los Alamos County Council and shall be recorded with the Los Alamos County Clerk and published in accordance with the Charter of the Incorporated County of Los Alamos.

**Section 6. Severability.** Should any section, paragraph, clause or provision of this Ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.



**Section 7. Repealer.** All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

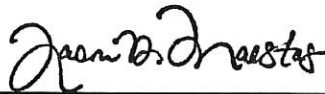
**ADOPTED** this 28<sup>th</sup> day of August, 2018.

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



*for*  
**David Izraelevitz, Council Chair**

**ATTEST: (Seal)**



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



Attachments:

- A. Refinance Loan Agreement (Draft)
- B. Refinance Promissory Note (Draft)

ATTACHMENT A

Incorporated County of Los Alamos  
Refinance Loan Agreement

REFINANCE LOAN AGREEMENT  
NEW MEXICO ENVIRONMENT DEPARTMENT  
CONSTRUCTION PROGRAMS BUREAU  
CLEAN WATER STATE REVOLVING LOAN FUND-ALSO KNOWN AS-  
THE WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM

CWSRF REFINANCE LOAN NO. 1438143R

I. **Refinance Loan Agreement.** This refinance loan agreement ("Agreement") is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **State of New Mexico Environment Department (NMED)** and the **Incorporated County of Los Alamos**, ("Borrower"), effective on the date of last signature below. The Borrower enacted Ordinance No.518 (Ordinance) on October 25, 2005 which authorized the Borrower to incur indebtedness with NMED for improvements to its sanitary sewer system, a.k.a., wastewater treatment and collection system, and has also enacted Ordinance No. 683, on \_\_\_\_\_, 2018, authorizing this Refinance Loan Agreement ("Agreement"). This Agreement amends ("refinances") the prior NMED Final Loan Agreement as entered by the parties hereto as dated February 28, 2011 (**NMED CWSRF Loan No. 1438143R**), by lowering the interest rates and charges assessed on the remaining principal balance and increasing the term of the loan and levies a **2.00%** refinance administrative fee on the remaining principal balance. All terms and conditions as agreed to and provided in Borrowers' Ordinance 518, dated October 4, 2005 remain effective, except as provided in Borrower's Ordinance No. 683, adopted \_\_\_\_\_, 2018 and effective \_\_\_\_\_, 2018, this Agreement, and the Refinance Promissory Note.

II. **Party Contacts.** The following are the agreed upon Party contacts for this Agreement.

<b><u>Borrower:</u></b> Incorporated County of Los Alamos, Department of Public Utilities 1000 Central Avenue, Suite 130 Los Alamos, NM 87544	<b><u>NMED:</u></b> New Mexico Environment Department Clean Water State Revolving Fund Program P.O. Box 5469 Santa Fe, NM 87502-5469
<b><u>Borrower's Contact Information:</u></b> James Alarid Deputy Utility Manager-Engineering Office: 505-663-3420 Email: james.alarid@lacnm.us	<b><u>NMED Contact Information:</u></b> Andrea Telmo, Project Manager Office: (505) 222-9512 Email: andrea.telmo@state.nm.us

ATTACHMENT A

**Incorporated County of Los Alamos  
Refinance Loan Agreement**

Robert K. Westervelt Deputy Utility Manager- F&A Office 505-662-8001 / Cell 505-695-8448 Email: robert.westervelt@lacnm.us	CWSRF Construction Programs Bureau Office: (505) 827-2806 Email: cpbinfo@state.nm.us
Cathy D'Anna Business Operations Manager Office: 505-662-8198 Email: catherine.danna@lacnm.us	Gail Craven, Loan Manager Office: (505) 827-9691 Email: gail.craven@state.nm.us

Incorporated as part of this Agreement, as though fully set forth herein, are the following:

1. Refinance Loan Ordinance (Ordinance No. 683);
2. Refinance Promissory Note; and
3. Refinance Loan Amortization Schedule.

**II. AMOUNT:**

This Agreement will amend and refinance NMED Loan No. CWSRF 1438143R, which at the effective date, has a principal balance of **\$7,029,504.37** at a new financing rate of **2.375%** which consists of annual interest rate of **2.0240%** plus an annual administrative fee of **0.3510%**, upon the terms and conditions set forth in this Agreement and the Refinance Promissory Note.

**III. DISCLOSURE STATEMENT**

**A. FINANCE COSTS:**

<b>ANNUAL PERCENTAGE RATE:</b> <i>Interest rate plus administrative fee.</i>	<b>AMOUNT FINANCED:</b>	<b>INTEREST CHARGES:</b> <i>The total the credit will cost.</i>	<b>ADMINISTRATIVE FEE PAYMENTS:</b> <i>The total administrative fee dollar amount.</i>	<b>TOTAL OF PAYMENTS:</b> <i>The amount you will have paid after all payments have been made as scheduled.</i>
2.375%	\$7,029,504.37	\$1,360,431.81	\$235,924.67	\$8,625,860.87

**B. REPAYMENT SCHEDULE**

Principal and interest payments to be made by Borrower shall be made as follows:

<b>NUMBER OF PAYMENTS</b>	<b>AMOUNT OF PAYMENT</b>	<b>WHEN PAYMENTS ARE DUE</b>
---------------------------	--------------------------	------------------------------

ATTACHMENT A

**Incorporated County of Los Alamos  
Refinance Loan Agreement**

<b>17 equal annual Installments</b>	<b>\$507,403.58</b>	Beginning <b>April 7, 2019</b> and each <b>April 7</b> , thereafter through <b>2035</b> .
---	---------------------	--

**C. REFINANCE COST:**

A one-time **2.00%** refinancing fee of **\$140,590.09** is assessed on the principal balance outstanding of **\$7,029,504.37**. This payment is due at the time the Borrower submits a signed copy of this Agreement.

The parties have executed this Agreement on the dates set forth by their respective names.

**REFINANCE LOAN Issued and administered by:**

New Mexico Environment Department  
Wastewater Facility Construction Loan Program  
Clean Water State Revolving Loan Fund

By: \_\_\_\_\_  
(Signature of NMED Official)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By executing this Agreement, the undersigned Borrower represents that he/she is duly authorized to act on behalf of the Borrower.

By: \_\_\_\_\_  
(Signature of Authorized Borrower Official)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

ATTACHMENT A

**Incorporated County of Los Alamos  
Refinance Loan Agreement**

(Signature of Witness)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

ATTACHMENT B

Incorporated County of Los Alamos  
Refinance Promissory Note

**REFINANCE PROMISSORY NOTE TO NEW MEXICO ENVIRONMENT DEPARTMENT  
CLEAN WATER STATE REVOLVING LOAN FUND -also known as-  
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM**

Date: \_\_\_\_\_

This Refinance Promissory Note amends and replaces the Final Promissory Note dated February 28, 2011. This refinance and amendment to the original Final Promissory Note is intended to lower the annual interest rate and finance charges on the outstanding principal balance and shall be effective on the date of last signature below.

**FOR VALUE RECEIVED**, the **Incorporated County of Los Alamos**, through its Department of Public Utilities ("Borrower") hereby promises to pay pursuant to the Refinance Loan Agreement to the order of the **State of New Mexico, Environment Department**, in connection with the State's Clean Water State Revolving Fund Loan Program (NMED) at NMED's office located at:

New Mexico Environment Department  
Construction Programs Bureau  
P.O. Box 5469  
1190 S. St. Francis Drive  
Santa Fe, New Mexico 87502-5469

or at such other place as NMED may hereafter designate in writing, the principal amount of **Seven Million Twenty-Nine Thousand Five Hundred Four Dollars and Thirty-Seven Cents (\$7,029,504.37)** pursuant to the terms of the Refinance Loan Agreement, Loan No. CWSRF 1438143R ("Refinance Loan"), between NMED and the Borrower dated \_\_\_\_\_, 2018, plus **2.375%** for annual finance and administrative fees and charges until paid in full.

**REPAYMENT RATE AND SCHEDULE**

This principal amount as provided in the Refinance Loan Agreement bears an effective annual finance charges of 2.375% amortized over a seventeen (17) year term, with seventeen (17) equal annual payment installments of **Five Hundred Seven Thousand Four Hundred Three Dollars and Fifty-Eight Cents (\$507,403.58)**. The first payment by Borrower to NMED shall be due **April 7, 2019** and annually thereafter each **April 7<sup>th</sup>** through 2035, or until the Refinance Loan is paid in full. Payment in full shall constitute full satisfaction of this Refinance Promissory Note.

ATTACHMENT B

**Incorporated County of Los Alamos  
Refinance Promissory Note**

**PLEDGED REVENUES**

The Borrower, for value received, gives a security interest in the Net Revenues of the Sewer Utility System. Net Revenues are as defined in Borrowers Ordinance No. 518, and Ordinance No. 683, passed and approved by the Borrower's County Council on \_\_\_\_, 2018.

**ASSIGNMENT OF PAYMENTS**

No assignment by NMED or the right to receive payments under this Refinance Promissory Note shall affect the Borrower's obligations or rights under this Refinance Promissory Note other than to make payments under this Refinance Note at the address(es) provided above. NMED shall provide, in advance, notice of any change or assignment of the right to receive payments, and shall timely provide the name, address, or location where payments shall be provided by Borrower.

**DEBT SERVICE COVERAGE REQUIREMENT**

The Borrower, pursuant to the Final Promissory Note and Ordinance 518, Refinance Loan Agreement, and this Refinance Promissory Note shall maintain a debt service coverage ratio of not less than 1.2 times the revenues of the Sewer Fund or the Borrower must maintain an identifiable debt reserve account.

**COLLECTION AND DEFAULT**

Collection and Default terms set forth in the Final Promissory Note remain binding on the parties.

**PREPAYMENT**

The Borrower may prepay all or any part of the principal on this Note without penalty. Refunds and extra payments, as defined in the regulations of NMED shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Loan and Refinance Loan agreements and Final Promissory Note, and this note, until the entire principal and accrued interest are paid in full.

**AUTHORITY**

ATTACHMENT B

**Incorporated County of Los Alamos  
Refinance Promissory Note**

This Final Loan Agreement, Final Promissory Note, Refinance Loan Agreement, Refinance Promissory Note are authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 *et seq.*, as may be amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6-20.7.7 NMAC, and the Ordinance(s) of the Borrower.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Net Revenues as defined in the Borrower's Ordinance Number 518 and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.

**IN WITNESS, WHEREOF**, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
Timothy A. Glasco, P.E., Utilities Manager

\_\_\_\_\_  
Date

ATTEST: (Seal)

\_\_\_\_\_  
Naomi D. Maestas  
Los Alamos County Clerk





# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

June 08, 2021

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**Agenda No.:** A.

**Index (Council Goals):**

**Presenters:** Paul Andrus, Community Development Director and Bryce Ternet, Planning Manager

**Legislative File:** 14404-21

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### Title

Incorporated County of Los Alamos Ordinance No. 02-314; Revision No. 2021-01 In Textual Form To The Official Zoning Map Of Los Alamos County By Rezoning Two (2) County Owned Parcels Consisting Of Approximately 0.52 Acres Of Land Combined: 1) Lot Ea3 006 From Public-Land (P-L) To Mixed-Use (M-U); And 2) Lot Ea3 007 From Multi-Family Residential, Low Density (R-3-L) To Mixed-Use (M-U).

### Recommended Action

**I move that Council adopt Incorporated County of Los Alamos Ordinance No. 02-314; 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. 02-314.

### Board, Commission or Committee Recommendation

The Planning and Zoning Commission recommended that the Los Alamos County Council approve Case No. REZ-2021-0014, a rezone of Lots EA3 006 and EA3 007 to Mixed-Use (M-U).

### Body

The Eastern Area 3 subdivision was platted and recorded in the 1960s by the U.S. Atomic Energy Commission. Lots EA3, 006 and 007 both contained single-family dwellings and were privately owned until Los Alamos County purchased them in 2002 and 2003, respectively. The dwelling units were demolished and the lots have remained vacant.

The subject parcels are located near the intersection of Trinity Drive and 35th Street - north of the 2019 approved "The Hill" apartment development and east of the Alpine Laser Dental office building. Lot EA3006 is zoned Public Land (P-L) "The P-L public land district is intended to accommodate local government and school district uses and structures, designed to support community needs and the public health, safety and welfare." Lot EA3007 is zoned Multiple-Family Residential, low density (R-3-L). "The R-3-L district is intended to accommodate single-family, two-family and multiple-family dwellings and accessory structures and uses, and is further intended to maintain and protect a residential character of development."

In October 2020, the county opened solicitation for the purchase of the parcels, commonly referred to as 3661 and 3689 Trinity Drive. The intent of the sale was to provide an opportunity for interested parties to develop the lots in support of the county's established community goals.

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In February 2020, Los Alamos County and Cyndi Wells, dba Pet Pangaea, LLC. entered a Purchase, Sale and Development Agreement.

To achieve the intended development, the parcels need to be appropriately zoned Mixed-Use (M-U). The request to rezone, is the first step in the development process. If rezoning of the two parcels is approved by Council, they can then be consolidated through an administrative Summary Plat process in early July 2021. Pet Pangaea, LLC., can move forward, thereafter, with a Site Plan Application to the Planning and Zoning Commission..

The existing zones are inappropriate for various reasons. The lots were zoned R-3-L before the County purchased the parcels. After investigating into county records, a date for the rezoning of Lot 006 to PL(Public-Land)could not be located. The existing PL zoning for Lot 006 is inappropriate because it does not allow for private development. PL is intended for local government, school district uses, and structures that support community needs. Lot EA3007, next to lot EA3006, is zoned Multiple-Family Residential, low density (R-3-L) which is inappropriate for development because the uses that are allowed are residential only with single, two family and multi-family dwellings.

The Los Alamos County Council, via Ordinance 705, approved a Purchase, Sale and Development Agreement to the private developer, for a mixed-use residential and retail development that can only be achieved with a M-U designation. The passage of this ordinance warrants the proposed zoning designation change.

As noted above, the sale of the land is based on the proposal for a mixed-use residential and retail development. The rezone allows for infill, expanded housing supply with a varied option, and encourages business growth. All of these elements are found within the 2016 Los Alamos County Comprehensive Plan: Core Themes and Economic Development.

The property to the south of Trinity Drive is zoned M-U; also known as “The Hill” development. Rezoning Lots EA3 006 and 007 will expand the zone to Trinity Drive. The zoning will be separated by county-owned right-of-way (35TH Street) and Lot EA3 DEA A-13-1 (Finch Street), which is currently zoned Federal-Land (F-L). That lot is owned by the county and a proposal to change the zone to Public-Land (P-L) will be coming in the near future. The PL designation will allow the parcel to continue the Use as public right-of-way.

Planning Staff has applied the appropriate review criteria and supports a recommendation to County Council for the rezoning of Lots EA3 006 and EA3 007 to Mixed-Use (M-U).

#### **Alternatives**

Council Alternatively may deny the recommendation to rezone.

#### **Attachments**

A - Publication Notice for Ordinance No. 02-314

B - Incorporated County of Los Alamos Ordinance No. 02-314

C - Planning and Zoning Commission StaffReport\_REZ-2021-0014, April 14, 2021

D - Final Order

**NOTICE OF CODE ORDINANCE 02-314**

**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 02-314. This will be considered by the County Council at an open meeting on Tuesday, June 8, 2021, 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 02-314**

**REVISION NO. 2021-01 IN TEXTUAL FORM TO THE OFFICIAL ZONING MAP OF LOS ALAMOS COUNTY BY REZONING TWO (2) COUNTY OWNED PARCELS CONSISTING OF APPROXIMATELY 0.52 ACRES OF LAND COMBINED: 1) LOT EA3 006 FROM PUBLIC LAND (P-L) TO MIXED-USE (M-U); AND 2) LOT EA3 007 FROM MULTI-FAMILY RESIDENTIAL, LOW DENSITY (R-3-L) TO MIXED-USE (M-U)**

Council of the Incorporated County of Los Alamos

By: /s/ Randall T. Ryti, Council Chair

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

Publication Date: Thursday, May 20, 2021

**INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE 02-314**

**REVISION NO. 2021-01 IN TEXTUAL FORM TO THE OFFICIAL ZONING MAP OF LOS ALAMOS COUNTY BY REZONING TWO (2) COUNTY OWNED PARCELS CONSISTING OF APPROXIMATELY 0.52 ACRES OF LAND COMBINED: 1) LOT EA3 006 FROM PUBLIC-LAND (P-L) TO MIXED-USE (M-U); AND 2) LOT EA3 007 FROM MULTI-FAMILY RESIDENTIAL, LOW DENSITY (R-3-L) TO MIXED-USE (M-U).**

**WHEREAS**, the Incorporated County of Los Alamos (“County”) owns the real properties known as Lot EA3 006 and Lot EA3 007, commonly known as 3689 Trinity Drive and 3661 Trinity Drive, Los Alamos, New Mexico, respectively (hereafter “Properties”) which is the subject of this Ordinance; and

**WHEREAS**, the Properties are currently zoned Public-Land (P-L) and Multi-Family Residential, Low Density (R-3-L); and

**WHEREAS**, Section 16-531 of the Los Alamos County Code of Ordinances (“Development Code”) authorizes amendments to the official zoning map of the County by application; and

**WHEREAS**, County applied to the Planning and Zoning Commission of the Incorporated County of Los Alamos (the “Commission”) to change the official zoning map, specifically to rezone Lot EA3 006 from Public Land (P-L) to Mixed-Use (M-U); and

**WHEREAS**, County applied to the Planning and Zoning Commission of the Incorporated County of Los Alamos (the “Commission”) to change the official zoning map, specifically to rezone Lot EA3 007 from Multi-Family Residential, Low Density (R-3-L) to Mixed-Use (M-U); and

**WHEREAS**, the Commission, at its meeting on April 14, 2021, held a public hearing on an application for an amendment to the official zoning map pursuant to the criteria contained in §16-155 of the Development Code; and

**WHEREAS**, the Community Development Department staff properly issued notice to all required parties pursuant to Chapter 16, Article V, of the Development Code and in conformity with NMSA 1978, §3-21-6; and

**WHEREAS**, the Commission, after holding a public hearing on the application recommends to the County Council approval of the amendments to the official zoning map; and

**WHEREAS**, the County Council held a hearing on June 8, 2021, at which the County Council found that the amendments to the official zoning map are in conformity with the provisions of Section 16-155 of the Development Code and made the following findings:

- 1) The Properties to be rezoned are owned by the Incorporated County of Los Alamos.
- 2) The Properties’ combined size is approximately ~ 0.52 acres.
- 3) The Properties are 1) Lot EA3 006 addressed as 3689 Trinity Drive, and 2) Lot EA3 007 addressed as 3661 Trinity Drive, Los Alamos, New Mexico.
- 4) The Properties are west of the Trinity Drive and 35<sup>th</sup> Street intersection.

- 5) The subject property shall be rezoned to M-U as described within Article XIII of the Development Code.
- 6) Public Notice has been made in compliance with the Development Code and State of New Mexico law.
- 7) The criteria for approval of a change to the official zoning map of Los Alamos County, as found in Section 16-155 of the Code, have been met.

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

**Section 1.** The Official Zoning Map of the Incorporated County of Los Alamos is hereby amended by rezoning to Mixed-Use (M-U), those certain tracts of land being ~ 0.52 acres of land, combined, more or less, to wit:

- 1) *Lot EA3 006, 0.25 ± acres from Public-Land (P-L) to Mixed-Use (M-U); and*
- 2) *Lot EA3 007 0.27 ± acres Multi-Family Residential, low density (R-3-L) to Mixed-Use (M-U).*

**Section 2.** The Official Zoning Map of the Incorporated County of Los Alamos be, and hereby is amended to reflect the rezoning referenced herein, said change to be made to the Official Zoning Map at its next update.

**Section 3. Effective Date.** This Ordinance shall be effective thirty (30) days after publication of notice of its adoption.

**Section 4. Severability.** Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 5. Repealer.** All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

**ADOPTED** this 8th day of June 2021.

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

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**Randall T. Ryti,  
Council Chair**

**ATTEST: (SEAL)**

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



Los Alamos County

Community Development Department

**PLANNING & ZONING COMMISSION STAFF REPORT**

**Public Hearing Date:** April 14, 2021  
**Subject:** Case No. REZ 2021 0014  
**Owners/Applicants:** Los Alamos County, Owner/Applicant  
**Case Manager:** Desirae J. Lujan, Associate Planner

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**Case No. REZ-2021-0014:**

A request to rezone two county owned parcels within Eastern Area 3:

- (1) Lot EA3 006, 3689 Trinity Drive, Los Alamos, NM, containing approximately 10,880 ft<sup>2</sup> (0.25 a.c.) from Public Land (P L) to Mixed Use (M U); and
- (2) Lot EA3 007, 3661 Trinity Drive, Los Alamos, NM, with approximately 11,565 ft<sup>2</sup> (0.27 a.c.) from Multi Family Residential, Low Density (R 3 L) to Mixed Use (M U).

**Motion Option 1:**

I move to **recommend approval** of Case No. REZ 2021 0014, to County Council for the rezone of Lots EA3 006 and EA3 007 to Mixed Use (M U). Approval is based on analysis within the staff report and per testimony at the public hearing. Approval is subject to the following condition(s):

1. ...

I further move to authorize the Chair to sign Findings of Fact for this case, based on this decision and to be prepared by county staff.

**Motion Option 2:**

I move to **recommend denial** of Case No. REZ 2021 0014, to County Council for the rezone of Lots EA3 006 and EA3 007, finding that the proposal fails to meet the Los Alamos County Code of Ordinances, Chapter 16 – Development Code, §16 155, review criteria for Amendment to the Official Zoning Map for the following reason(s):

1. ...

**SUMMARY AND HISTORY**

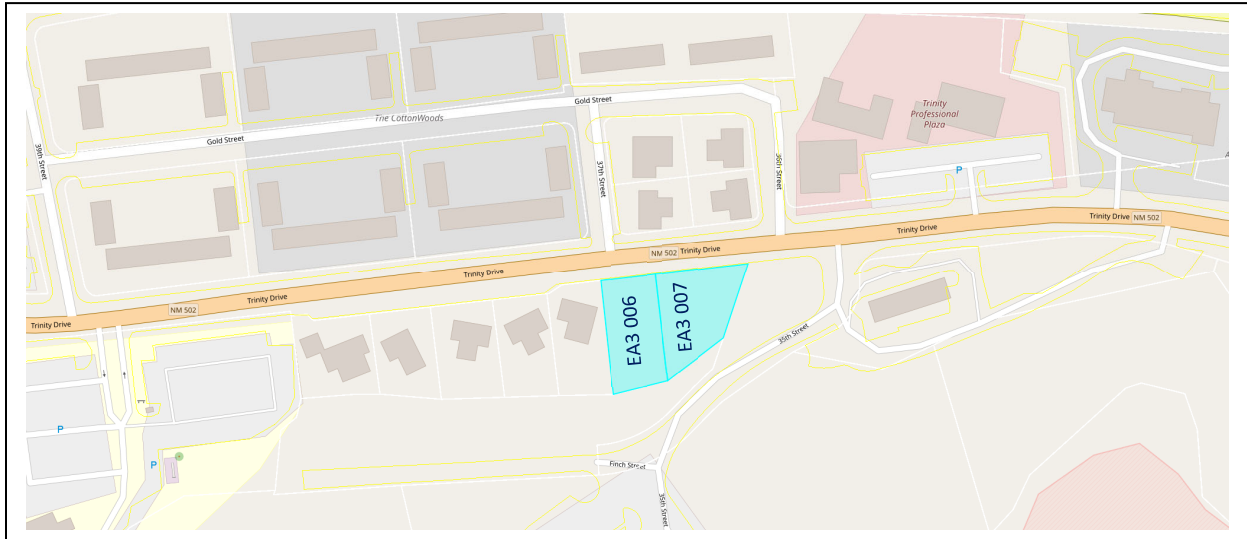
The Eastern Area 3 subdivision was platted and recorded in the 1960s by the U.S. Atomic Energy Commission. Lots 006 and 007 both contained single family dwellings and were privately owned until Los Alamos County purchased them in 2002 and 2003, respectively. The dwelling units have since been demolished and the lots remain vacant.

The subject sites are located near the intersection of Trinity Drive and 35<sup>th</sup> Street – north of the 2019 approved “The Hill” apartment development and east of Alpine Laser Dental. Lot 006 is zoned Public Land (P L):

***“The P-L public land district is intended to accommodate local government and school district uses and structures, designed to support community needs and the public health, safety and welfare.”***

Lot 007 is zoned Multiple Family Residential, low density (R 3 L):

***“The R-3-L district is intended to accommodate single-family, two-family and multiple-family dwellings and accessory structures and uses, and is further intended to maintain and protect a residential character of development.”***



*Exhibit 2: Vicinity Map*

In October 2020, the county opened solicitation for the purchase of the parcels, commonly referred to as 3661 and 3689 Trinity Drive. The intent of the sale was to provide an opportunity for interested parties to develop the lots in support of the county’s established community goals. In February 2020, Los Alamos County and Cyndi Wells, dba Pet Pangaea, LLC. entered a Purchase, Sale and Development Agreement (Exhibit 3) based on the locally owned business’ concept to provide a mixed use development that would include housing on the second floor above their pet store.

To achieve the intended development, the parcels need to appropriately be zoned Mixed Use (M U):

***“The mixed-use district is intended to provide flexibility in the development or redevelopment of parcels, while promoting good design and encouraging economic development. This district allows office, residential and commercial uses, individually or in any combination, on the same lot or within the same structure. The mixed-use district corresponds closely, in uses and design and development standards to DT-NCO.”***

Application Case No. REZ 2021 0014 (Exhibit 1), a request to rezone, is the first step in this process. If rezoning is approved by County Council, the parcels can subsequently be consolidated through an administrative Summary Plat Application in early July 2021. Thereafter, Pet Pangaea, LLC., can move forward with a Site Plan Application.

## INTERDEPARTMENTAL REVIEW COMMITTEE (IDRC) REVIEW

On March 18, 2021, the IDRC unanimously approved to move the application forward to public hearing, without conditions.

### VOTING MEMBERS IN ATTENDANCE

<b>Bryce Ternet, Planning Manager</b>	Planning Division, CDD
<b>Margaret Ambrosino, Housing Coordinator</b>	Planning Division, CDD
<b>Eric Martinez, County Engineer</b>	Engineering, PW
<b>Juan Rael, Traffic &amp; Streets Manager</b>	Traffic & Streets, PW
<b>James Alarid, Deputy DPU Manager</b>	Engineering, DPU
<b>Wendy Servey, Fire Marshal</b>	LAC Fire Department
<b>David Martinez, Senior Building Inspector</b>	Building Division, CDD

### PUBLIC NOTICE

Notice was provided at least 15 days prior to the public hearing within accordance to the Los Alamos County Code of Ordinances, Chapter 16, Development Code, Sec. 16 192 (a), which includes:

- (1) Publication within the Los Alamos Daily Post, the County's official newspaper of record (published 3/25/2021);
- (2) U.S. mail to owners of real property within 100 yards (300') of the subject property (mailed 3/26/2021) (Exhibit 4); and
- (3) Posting at the Los Alamos County Municipal Building (3/26/2021)

### AMENDEMENT TO THE OFFICIAL ZONING MAP REVIEW CRITERIA

***Section 16-155 of the Los Alamos County Development Code states that during the course of the review of any request for an amendment to the official zoning map, the Planning and Zoning Commission shall make findings to reflect the following criteria in making its recommendation of approval, conditional approval or denial to County Council:***

- (1) The request substantially conforms to the comprehensive plan and shall not be materially detrimental to the health, safety and general welfare of the county. A request for amendment to the comprehensive plan shall, if necessary, be submitted, processed, heard and decided upon concurrently with the request for amendment to the official zoning map.***



The Los Alamos County Future Land Use Map (FLUM) depicts the goals and policies of the Comprehensive Plan, illustrating Mixed Use zoning (M U) as an anticipated use that provides flexibility and encourages a creative approach to needed development. The request to rezone the two subject parcels to M U conforms with the Plan and the rezoning will not be materially detrimental to the health, safety and general welfare of the county.

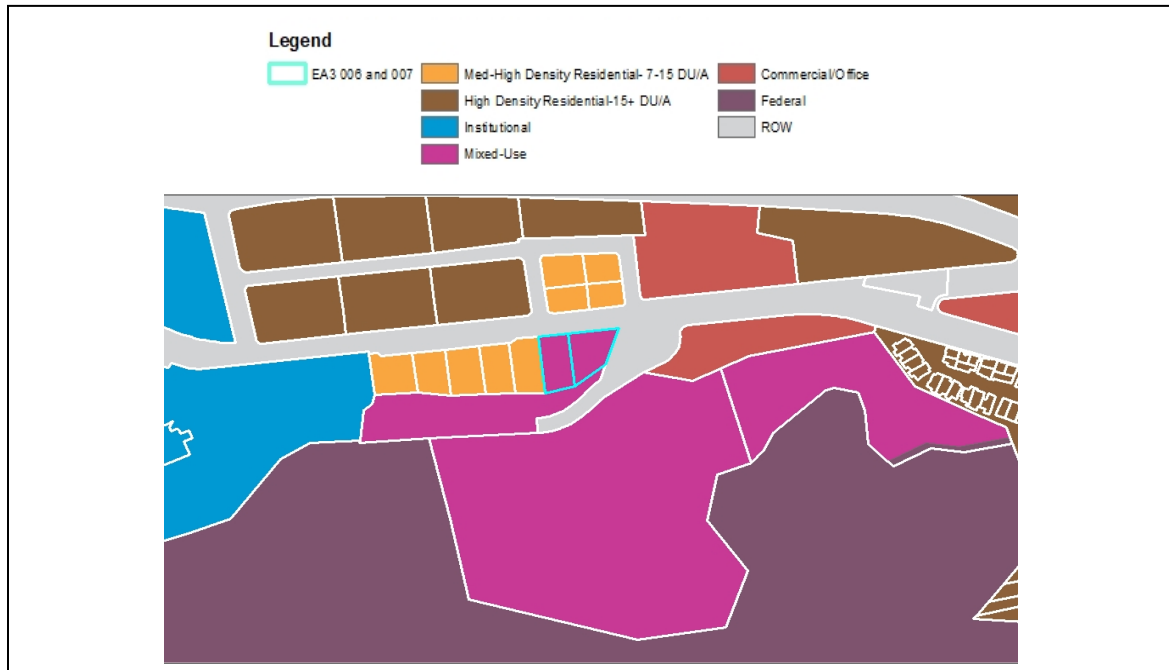


Exhibit 5: FLUM, Vicinity

- (2) Consideration shall be given to the existing and programmed capacity of on-site and off-site public services and facilities including, but not limited to, water, sanitary sewer, electricity, gas, storm sewer, streets, sidewalks, traffic control, parks, fire and police to adequately serve the property should a rezoning result in any increase of the intensity of use of the property.**

Planning, Public Works, Fire and the Department of Utilities have held internal meetings to discuss existing conditions and consider capacity of on site and off site public services and facilities as listed. Additionally, pre application meetings have been conducted with Pet Pangaea’s development team to communicate those findings. The parcels contain existing utilities and easements that may need relocating or vacation and will be addressed through a separate process. Lastly, an in depth technical review will be completed by IDRC to ensure adequate services during the site plan submittal.

- (3) The establishment, maintenance or operation of uses applied for will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working adjacent to or within the proximity of the subject property.**

Zoning these parcels to M U would be within character of the surrounding area, as they accommodate all uses currently allowed within the vicinity (i.e., office, commercial, residential). Adjacent property zones to the south and east consist of Mixed Use, Commercial and Professional Office, while those on the north (across Trinity) and east have zonings that accommodate residential multiple family dwellings, and accessory structures and uses, for both

low and high densities (R 3 L and R 3 H). There is a single family residential adjacent (west), that has been fully informed and noticed of the proposed development on this site, per the provisions within Sec. 16 192 (a). The development of these vacant lots, to include any safety concerns, would be reviewed in detail within a Site Plan Application submittal.

(4) ***The existing zoning must be shown to be inappropriate for one or more of the following reasons:***

***(a) It was established in error.***

Prior to County ownership, the lots were zoned R 3 L. Research has been conducted to verify when Lot EA3 006 was rezoned to Public Land; however, no documents were recovered that could provide such information. Regardless, the proposed M U rezone provides the best zoning to achieve the county's goals and allows for private development of the land.

***(b) Changed conditions warrant the rezoning.***

Public Land zoning for Lot EA3 006 does not allow for private development, as it is intended for local government and school district uses and structures that support community needs: public health, safety and welfare. Lot EA3 007 is zoned Multiple Family Residential, low density (R 3 L), which accommodates residential uses with single, two family and multi family dwellings. The Los Alamos County Council, via Ordinance 705, approved a Purchase, Sale and Development Agreement to the private developer, for a mixed use residential and retail development that can only be achieved with a M U designation. The passage of this ordinance warrants the proposed zoning designation change.

***(c) A different zone is more likely to meet goals contained in the comprehensive plan.***

As noted above, the sale of the land is based on the proposal for a mixed use residential and retail development. The rezone will allow for infill, expand housing supply with a varied option, and encourage business growth. All of these elements are found within the Comprehensive Plan: Core Themes and Economic Development.

(5) ***The proposed zoning will not result in spot zoning or strip zoning as defined in Article I of this chapter unless one or more of the following criteria are met:***

***(a) Granting such zoning accomplishes the policy and intent of the comprehensive plan.***

The M U designation aligns with the Comprehensive Plan: Core Themes, and Economic Development. Exhibit 7 depicts the existing (left) and proposed (right) zoning within the vicinity of the subject sites. The existing M U zoning encompasses the “The Hill” development, south of Trinity Drive. Rezoning Lots EA3 006 and 007 expands the zone to Trinity Drive. The zoning is separated by county owned right of way (35 TH Street) and Lot EA3 DEA A 13 1, which is currently zoned Federal Land (F L). The lot has been transferred to the county and subsequent applications would propose a Public Land (P L) zoning designation to continue its intended use as public right of way. Therefore, proposed zoning is compatible and is not “spot zoning”.

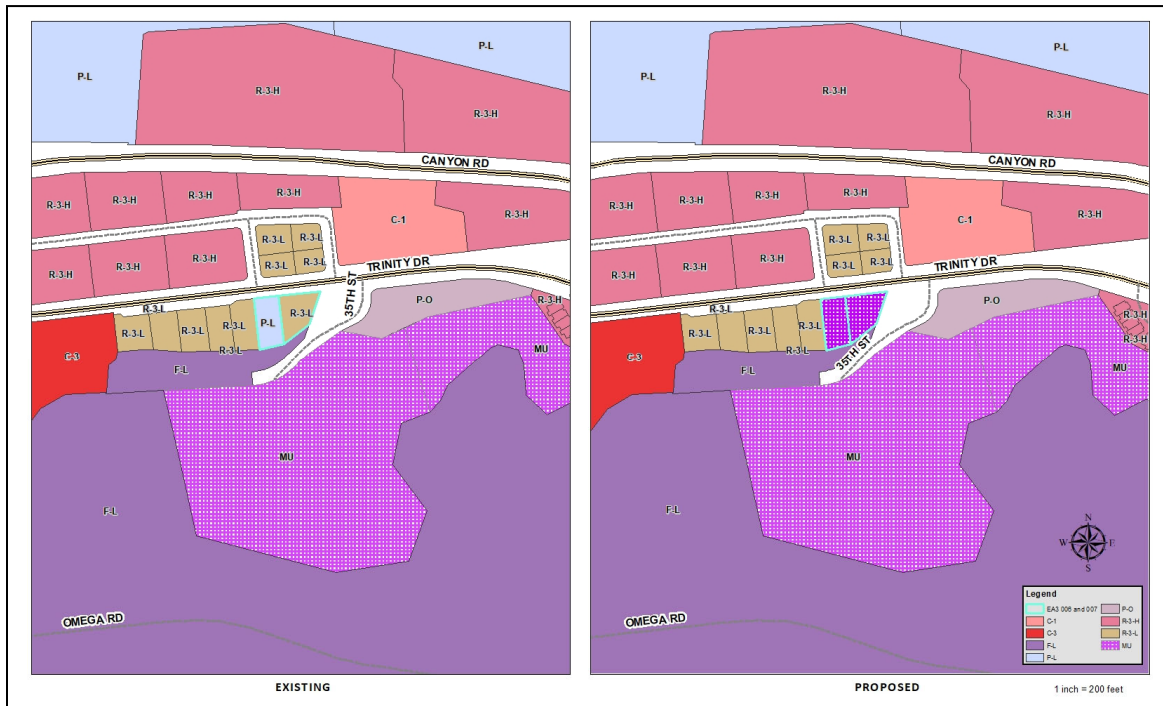


Exhibit 6: Existing and Proposed Zoning

**(b) Unique characteristics specific to the site exist.**

None.

**(c) The zoning serves as an appropriate transition between land uses of higher and lower intensity.**

The Mixed Use zoning district allows for a combination of uses already in use or permitted within the immediate vicinity. The intended use of the site is to provide a commercial opportunity on the ground floor, with residential apartments above. The mixed use of residential and commercial can viewed as a transition between higher intense commercial and professional office uses to the north and east and the lower intense on the west, residential. During Site Plan review, additional buffering options between the mixed use and residential properties on the west, can and should be discussed for consideration.

**(6) If the proposed zoning map amendment is for the designation of a Special Plan (SP) district where a development plan or a site plan is a requirement for district approval, the map amendment shall also be judged by the Special Plan (SP) district review criteria stated in section 16-159.**

Not Applicable

## STAFF RECOMMENDATION

Staff has applied the appropriate review criteria and supports a recommendation to County Council for the rezoning of Lots EA3 006 and EA3 007 to Mixed-Use (M-U).

## FINDINGS OF FACT

1. The application REZ-2021-0014 is a request to amend the Official Los Alamos County Zoning Map by zoning two county-owned parcels to M-U from P-L (Lot EA3 006) and R-3-L (EA3 007).
2. Los Alamos County is the legal owner of the subject properties (EA3 006 and EA3 007) commonly referred to as 3689 and 3661 Trinity Drive.
3. The proposed zone Mixed-Use (M-U) conforms to the Comprehensive Plan: Core Themes and Economic Development by providing an opportunity for infill that accommodates a varied housing expansion and encouragement for business growth.
4. The 2018 Future Land Use Map identifies the Mixed-Use zoning district as the zoning designation to accomplish the county's established goals for these properties.
5. Review criteria of article 16-155 of the Los Alamos Development Code, Amendment to the Official Los Alamos County Zoning Map, has been applied for the proposed rezone. The proposed rezone is appropriate for the intended use of the site and is compatible with adjacent zones.
6. Notice of this public hearing, setting forth the nature of the request, the specific parcel of property affected, and the date, time and place of the public hearing, was announced and published in The Los Alamos Daily Post, the official newspaper of record; and property owners of real property located within 100 yards of the subject property were notified of this public hearing by U.S. mail, all in accordance with the requirements of §16-192 of the Los Alamos County Development Code.

## APPENDIX

- Exhibit 1: REZ-2021-0014 Application and Preliminary Replat
- Exhibit 2: Vicinity Map
- Exhibit 3: Purchase, Sale and Development Agreement and Pet Pangaea, LLC. Design Proposal
- Exhibit 4: Notification Buffer Map and Listing, 100 yds.
- Exhibit 5: 2018 Future Land Use Map, vicinity
- Exhibit 6: Zoning: Existing and Proposed

## REZONING APPLICATION

Los Alamos County Community Development Department  
1000 Central Ave, Suite 150, Los Alamos NM 87544  
(505) 662-8120

<b>Property to be Rezoned:</b> <u>3689 TRINITY DR (EA3 006) and 3661 TRINITY DR (EA3 007)</u>		
<hr/> Address		
From: <u>P-L and R-3-L</u>	To: <u>M-U</u>	<u>.52 AC, total</u>
<b>Current Zoning District</b>	<b>Proposed Zoning District</b>	<b>Area (Acres)</b>
<u>Vacant Parcels</u>	<u>Commercial &amp; Residential Use, per purchase agreement with LAC</u>	
<b>Current Use</b>	<b>Proposed Use/Reason for Rezoning</b>	
<b>Related Applications:</b> Anticipated applications for Summary, consolidation; and Site Plan for Pet Pangea		
<b>APPLICANT</b> (Unless otherwise specified, all communication regarding this application shall be to Applicant):		
Name: <u>Paul Andrus, dba LAC,CDD</u>	Phone: <u>505-662-8120</u>	Cell #: _____
Please Print		
Address: <u>1000 Central Ave, Los Alamos, NM 87544</u> Email: <u>paul.andrus@lacnm.us</u>		
<b>SIGNATURE</b>		<b>DATE</b>
<b>PROPERTY OWNER (If different from Applicant)</b>		<input type="checkbox"/> <b>Check here if same as above</b>
Name: <u>Harry Burgess for LAC</u>	Phone: _____	Cell #: _____
Please Print		
Address: <u>1000 Central Ave, Los Alamos, NM 87544</u> Email: <u>harry.burgess@lacnm.us</u>		
<i>My signature below indicates that I authorize the Applicant to make this rezoning application on my behalf.</i>		
<u>Harry Burgess</u>		<u>2/2/21</u>
<b>SIGNATURE</b>		<b>DATE</b>

**REZONING CRITERIA:**

The Los Alamos County Code of Ordinances, Chapter 16, Development Code, Sec. 16-155 establishes six (6) criteria for the Planning and Zoning Commission to use when reviewing an application for rezoning approval. Please review each of the criteria listed and provide short comments on how your application meets the criteria in the space provided. You will also be asked to discuss the criteria at your public hearings.

- (1) The request substantially conforms to the comprehensive plan and shall not be materially detrimental to the health, safety and general welfare of the county. A request for amendment to the comprehensive plan shall, if necessary, be submitted, processed, heard and decided upon concurrently with the request for amendment to the official zoning map.**

The Future Land Use Map (FLUM), which depicts the goals and policies of the Comprehensive Plan -- illustrates the Mixed-Use zoning as an anticipated use that would provide flexibility and encourage a creative approach to needed development for Los Alamos County. Therefore, the request to rezone the two subject parcels to M-U conforms with the Plan; its rezoning will not be materially detrimental to the health, safety and general welfare of the county.

- (2) Consideration shall be given to the existing and programmed capacity of on-site and off-site public services and facilities including, but not limited to, water, sanitary sewer, electricity, gas, storm sewer, streets, sidewalks, traffic control, parks, fire and police to adequately serve the property should a rezoning result in any increase of the intensity of use of the property.**

The parcels front an arterial street - TRINITY DR - where existing services are provided. Additionally, an internal meeting was held between Planning, Public Works, Fire and the Department of Utilities to consider existing conditions and potential development. During a site plan review for development of the properties, an in-depth technical review will be conducted to ensure adequate services, as listed, will be provided.

- (3) The establishment, maintenance or operation of uses applied for will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working adjacent to or within the proximity of the subject property.**

The rezoning will not be detrimental to the health, safety or general welfare of persons residing or working adjacent to or within the proximity of the properties. Adjacent properties to the south and east consist of Mixed-Use, Commercial and Professional-Office, while those on the north (across Trinity) and east have zonings that accommodate residential multiple-family dwellings, and accessory structures and uses, for both low and high densities (R-3-L and R-3-H). Zoning these parcels to M-U will be within character, as they accommodate all uses currently allowed within the vicinity (i.e. office, commercial, residential). The development of these vacant lots will be reviewed in detail within a subsequent Site Plan application.

- (4) The existing zoning must be shown to be inappropriate for one or more of the following reasons:**

**a. It was established in error;**

Prior to County ownership, the parcel was zoned R-3-L - research has been conducted to verify its change to P-L. No Ordinance has been found to confirm the change. Regardless, this rezone provides the best zoning to achieve the county's goals and allows for private development of the land.

**b. Changed conditions warrant the rezoning; or**

Lot EA3 006 is zoned Public -Land, which is for local government and school district uses and structures that support community needs: public health, safety and welfare. Lot 007 is zoned Multiple-Family Residential, low density (R-3-L), which accommodates residential uses with single, two-family and multi-family dwellings. The LAC-owned lots, via Ordinance 705, approves the Purchase Sale Agreement to a private developer, for a mixed-use residential and retail development that can only be achieved with a M-U designation.

**c. A different zone is more likely to meet goals contained in the comprehensive plan.**

As noted above, the sale of land is based on the proposal for a mixed-use - residential and retail development. The rezone will allow for infill; expand housing supply with a varied option, and encourage business growth - all elements found within the Comprehensive Plan: Core Themes, and Economic Development.

**(5) The proposed zoning will not result in spot zoning or strip zoning as defined in article I of this chapter unless one or more of the following criteria are met:**

**a. Granting such zoning accomplishes the policy and intent of the comprehensive plan;**

Mixed-Use is compatible with the surrounding area; therefore, spot zoning will not be occurring. Exclusive of the Federal Land (F-L) zone (south), the M-U district within that area, would be contiguous - extending from "The Hill" project site to Trinity Drive. As mentioned, the zone aligns with the Comprehensive Plan: Core Themes, and Economic Development.

**b. Unique characteristics specific to the site exist; or**

**c. The zoning serves as an appropriate transition between land uses of higher and lower intensity.**

The Mixed-Use zoning allows for a combination of uses already in-use, or permitted within the vicinity. The intent use is to provide a commercial opportunity on the ground floor, with residential above. The mix of residential and commercial can be seen as a transition between higher intense commercial and professional office uses to the north and east and the lower intense on the west, residential. During Site Plan review, additional buffering options between uses can and should be presented for consideration.

**(6) If the proposed zoning map amendment is for the designation of a special plan (SP) district where a development plan or a site plan is a requirement for district approval, the map amendment shall also be judged by the special plan (SP) district review criteria stated in section 16-159.**

Not Applicable

**REQUIRED SUBMITTALS:**

**Check each of the boxes to indicate that you have attached two (2) paper copies of each of the following, and one complete copy of all materials on disk:**

- Proof of property ownership.**
- A Vicinity map, 8 ½ by 11 inch or 8 ½ by 14 inch format, showing the boundaries of the property to be rezoned and all adjacent lots within 300 feet.**
- A scaled Plat or survey including all the following information:** (Note: For smaller properties, a legal description with metes and bounds, may be acceptable. Check with CDD staff.)

- Locate and label all existing utility lines on the site. (Existing gas and electric service lines must be located by the Los Alamos County Utilities Department prior to submittal of this application.)
- Show and label the footprint of all existing buildings and structure on the site.
- Show the footprint of all buildings and public rights-of-way within 20 feet of all boundaries of the site.
- Show, dimension and label all existing and proposed easements.
  
- Fee included - \$500 +\$25 per acre

**THIS SECTION TO BE COMPLETED BY THE COMMUNITY DEVELOPMENT DEPARTMENT**

***For County Use:***

***Date of Submittal:*** \_\_\_\_\_

***Staff Initial:*** \_\_\_\_\_

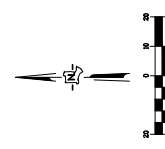
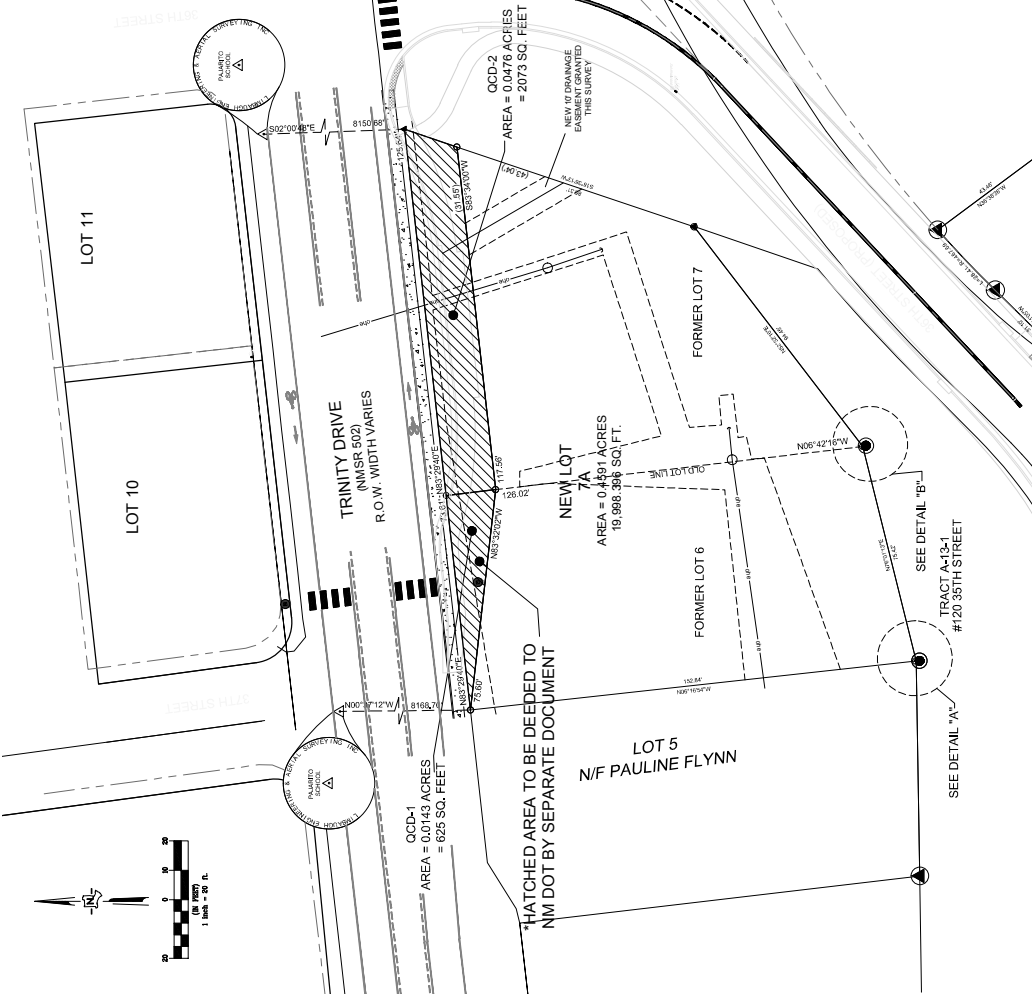
***CDD Application Number:*** \_\_\_\_\_

***Fees Paid:*** \_\_\_\_\_



# REPLAT FOR LOT LINE ADJUSTMENT & LOT CONSOLIDATION OF

Lots 6 & 7 of Eastern Area No. 3  
Section 16, T. 19 N., R. 6E., N.M.P.M.  
Los Alamos, Los Alamos County, N.M.



### REFERENCE DOCUMENTS

1. PLAT ENTITLED, "LAND SURVEY PLAT, LOS ALAMOS COUNTY, NEW MEXICO," FILED FOR RECORD ON SEPTEMBER 27, 2002. PLAT BOOK 106, PAGE 74 IN THE OFFICE OF THE COUNTY CLERK, LOS ALAMOS, NEW MEXICO.
2. QCD-1 AND QCD-2 SURVEY PLAT, LOS ALAMOS COUNTY, NEW MEXICO, BEING ALL OF TRACT D AND TRACT E OF EASTERN AREA NO. 3, SECTION 16, T. 19 N., R. 6E., N.M.P.M., NEW MEXICO, FILED FOR RECORD ON MARCH 18, 2003 AS DOCUMENT 166235; PLAT BOOK 106, PAGE 74 IN THE OFFICE OF THE COUNTY CLERK, LOS ALAMOS, NEW MEXICO.
3. U.S. ATOMIC ENERGY COMMISSION PLAT ENTITLED, "EASTERN AREA NO. 3, COUNTY OF LOS ALAMOS, NEW MEXICO," PREPARED BY THE U.S. ATOMIC ENERGY COMMISSION, FILED FOR RECORD ON FEBRUARY 21, 1954. PLAT BOOK 1, PAGE 74 IN THE OFFICE OF THE COUNTY CLERK, LOS ALAMOS, NEW MEXICO.
4. LAND SURVEY OF T. 19 N., R. 6 E., N.M.P.M., BY CADASTRAL SURVEYOR JASON A. ROMERO, DATED MAY 9TH, 2014.

### GENERAL NOTES

1. THIS SURVEY WAS COMPLETED ON MARCH 2020.
2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES (U.S. SURVEY FOOT).
3. EASEMENTS SHOWN WERE PREVIOUSLY GRANTED. THERE ARE NO EASEMENTS GRANTED WITH THIS PLAT.
4. THIS PLAT IS HEREBY APPROVED BY THE COUNTY OF LOS ALAMOS PUBLIC AND SURROUNDING LOTS. THE DRAINAGE EASEMENTS SHOWN ARE FOR THE BURDENED BY THIS EASEMENT SHALL ENSURE THE FLOW OF SURFACE WATERS IS MAINTAINED.

COUNTY ENGINEER	DATE
COUNTY SURVEYOR	DATE
DEPARTMENT OF PUBLIC UTILITIES	DATE
INCORPORATED COUNTY OF LOS ALAMOS	DATE
COUNCIL CHAIR	DATE

### LEGEND

- FOUND T-BAR W/ CAP
- FOUND T-BAR W/ CAP
- REBAR WITH CAP OR PK NAIL WITH FLASHER STAMPED 'LS 18375' SET
- ⊙ TELCOM MANHOLE
- ⊙ ELECTRIC MANHOLE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER VALVE
- ⊙ STREET LIGHT POLE
- ⊙ FIRE HYDRANT
- ⊙ UTILITY EASEMENTS

**LEGAL DESCRIPTION OF LOT 7A**  
 Parcel 16, Section 16, T. 19 N., R. 6E., N.M.P.M., Los Alamos, Los Alamos County, New Mexico, more particularly described as:  
 Parcel 16, Section 16, T. 19 N., R. 6E., N.M.P.M., Los Alamos, Los Alamos County, New Mexico, within the Los Alamos County Control Map.  
 Tract S, 0°15'12" E a distance of 81.06 (30) ft. to a point on the Trinity Drive Right-of-Way line from point of beginning  
 Tract N, 9°11'15" E a distance of 15.82 ft.;  
 Tract S, 18°30'13" E a distance of 85.31 ft.;  
 Tract S, 8°32'30" W a distance of 117.56 ft.;  
 Tract S, 18°30'13" E a distance of 75.61 ft.  
 Parcel contains 0.4911 acres OR 169,988.396 square feet, +/-.

**SURVEYORS CERTIFICATE**

JASON A. ROMERO, N.M.P.L.S. NO. 18375  
 COUNTY SURVEYOR  
 1000 Central Ave., Suite 160  
 Los Alamos, New Mexico 87544  
 PH: (505)662-8150

**INCORPORATED COUNTY OF LOS ALAMOS, PUBLIC WORKS DEPT.**

ENGINEERING DIVISION  
 1000 CENTRAL AVE., SUITE 160  
 LOS ALAMOS, NEW MEXICO 87544  
 (505) 662-8150 FAX: (505) 662-8109

COUNTY OF LOS ALAMOS APPROVALS

THIS PLAT IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY THE LOS ALAMOS COUNTY COMMUNITY DEVELOPMENT DIRECTOR IN ACCORDANCE WITH THE SUMMARY PROCEDURE AUTHORIZED BY THE CHARTER OF THE COUNTY OF LOS ALAMOS COUNTY, NEW MEXICO.

LOS ALAMOS COUNTY COMMUNITY DEVELOPMENT DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_



LOS ALAMOS

# VICINITY MAP



ATTACHMENT "C"

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

© OpenStreetMap (and) contributors, CC-BY-SA

Web AppBuilder for ArcGIS  
Map data © OpenStreetMap contributors, CC-BY-SA |

**PURCHASE, SALE AND DEVELOPMENT AGREEMENT FOR REAL  
PROPERTY LOCATED IN THE INCORPORATED COUNTY OF LOS  
ALAMOS COMMONLY REFERRED TO AS  
3661 & 3689 TRINITY**

This Purchase, Sale and Development Agreement (“Agreement”), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, is entered into by and between, Pet Pangaea LLC (“Purchaser”) and Incorporated County of Los Alamos, a New Mexico County (“Seller”), effective the date the Agreement is signed by Purchaser and Seller.

**ARTICLE I  
BASIC INFORMATION**

**Purchaser and Seller have set out the terms and conditions of their agreement in the body of the Agreement below. For convenience, they provide in this Article I certain terms that reappear throughout the Agreement.**

1.1 Certain Basic Terms:

- (a) **Effective Date:** The Effective Date of the Agreement shall be the date this Agreement is executed by both Purchaser and Seller.
- (b) **Purchaser and Notice Address:**  
 Pet Pangaea LLC  
 Attn: Cyndi Wells, Owner  
 Post Office Box 596  
 Los Alamos, New Mexico 87544  
 Telephone: (505) 661-1010  
 E-Mail: [Cyndi@petpangaea.com](mailto:Cyndi@petpangaea.com)
- With a copy, which shall not be deemed notice, to: Phil Dabney  
 Email: [Phil@dabneylawpc.com](mailto:Phil@dabneylawpc.com)  
 Telephone: (505) 257-4024
- (c) **Seller and Notice Address:**  
 Incorporated County of Los Alamos, a New Mexico County  
 Attn: Harry Burgess, County Manager  
 1000 Central Avenue, Suite 350  
 Los Alamos, New Mexico 87544  
 Telephone: (505) 663-1750  
 Facsimile: (505) 662-8079  
 E-Mail: [harry.burgess@lacnm.us](mailto:harry.burgess@lacnm.us)
- (d) **Purchase Price:** TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) to be paid in cash at Closing, subject to the closing cost allocations and proration set forth herein.



- (e) Earnest Money: TEN THOUSAND DOLLARS (\$10,000.00)
- (f) Due Diligence Period: The Due Diligence Period shall begin on the Effective Date and continue for no more than one hundred twenty (120) days.
- (g) Additional Earnest Money: TEN THOUSAND DOLLARS (\$10,000.00) to be delivered to the Escrow Agent upon the execution of the Due Diligence Extension as provided for in Section 2.1. Extended Due Diligence shall extend the Due Diligence period by an additional one hundred twenty (120) days. Additional Earnest Money is non-refundable.
- (h) Closing Date: The Closing Date shall be a date within thirty (30) days after the end of the Due Diligence Period unless extended pursuant to Section 2.1 of this Agreement in which case the Closing Date shall be a date within thirty (30) days after the end of the Extended Due Diligence period.
- (i) Title Company: Any funds escrowed pursuant to this Agreement shall be escrowed with the following Escrow Officer upon Title Guaranty, LLC executing an *Acknowledgement by Title Guaranty, LLC* for all escrowed funds received as shown in **Exhibit "B"** to this Agreement.

Title Guaranty, LLC  
1200 Trinity Drive  
Los Alamos, New Mexico 87544  
Phone: (505) 662-2241  
Fax: (505) 662-6891  
Escrow Officer: Denise G. Terrazas  
E-mail: [DeniseGT@titleguarantynm.com](mailto:DeniseGT@titleguarantynm.com)

- (j) Days: All references to "days" in this Agreement shall mean calendar days unless otherwise stated.

1.2 **Property:** Subject to the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, two lots, with the addresses 3661 and 3689 Trinity Avenue consisting of approximately 9,652.84 square feet and 10,344.1 square feet respectively or approximately 19,996.94 combined or as more particularly described on **Exhibit "A"** attached hereto, owned by Seller but none other:

The real property is described in **Exhibit "A"**, together with easements or rights-of-way relating thereto, and all appurtenances thereunto belonging, and, without warranty the Quit Claim Deed transferring ownership, all rights, title, and interest, if any, of Seller in and to the real property; including any and all oil, gas and other mineral interests in and under said land, and all rights incidents thereto, not previously reserved or conveyed of record (collectively "Property"). It is understood and agreed that upon completion of a survey of the Property, the plat of survey shall become a part of **Exhibit "A"** and incorporated by reference therein.

1.3 **Purchaser Cash Payment:** The Purchase Price, subject to the proration and closing cost allocations as provided in Sections 6.1 and Sections 1.5 respectively, shall be paid in cash at Closing by Purchaser to Seller. The Earnest Money and Additional Earnest Money if paid shall be in cash and be applied to the Purchase Price as stated in this Agreement.

1.4 **Earnest Money:** The Earnest Money, in immediately available federal funds, has been deposited by Purchaser with the Escrow Agent as provided in Section 1.1(e). The Earnest Money shall be held in an interest-bearing account, interest to accrue for the benefit of Seller or Purchaser as the case may be and all amounts deposited pursuant to the terms hereof and interest earned thereon shall be the "Earnest Money". If this Agreement is terminated by Purchaser during the Due Diligence Period, the Earnest Money shall be paid to Purchaser. In the event this Agreement is not terminated within the Due Diligence Period or as otherwise provided for in this Agreement, the Earnest Money shall be non-refundable except in the event of Seller default for failure or refusal to close as provided in Section 8.2 of this Agreement.

1.5 **Closing Costs:** Closing costs shall be allocated and paid as follows at Closing:

<b><u>Cost/Obligation</u></b>	<b><u>Responsible Party</u></b>
Title Commitment required to be delivered pursuant to <u>Section 3.1</u>	Seller
Premium for standard form Title Policy required to be delivered pursuant to <u>Section 3.1</u> in the amount of Purchase Price	Purchaser
Premium for any upgrade of Title Policy for extended or additional coverage and any endorsements desired by Purchaser, any inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates,	Purchaser
Costs of Survey and/or any revisions, modifications or re-certifications thereto (if any)	Seller
Costs for UCC Searches (if any)	Seller
Recording Fees	Purchaser
Any deed taxes, documentary stamps, transfer taxes, intangible taxes, mortgage taxes or other similar taxes, fees or assessments	Seller
Any escrow fee charged by Escrow Agent for holding the Earnest Money or Settlement/Closing Fee	Purchaser ½ Seller ½
Any and all fees associated with Purchaser's lender (if any)	Purchaser

1.6 **Time Limit of Offer:** The Offer set forth in this Agreement to Purchaser shall expire at 6:00 p.m., on the tenth (10<sup>th</sup>) day after Purchaser receives written notice from the County Attorney for the Incorporated County of Los Alamos that the Ordinance adopted by the County Council of

the Incorporated County of Los Alamos authorizing the sale of Property is effective. Purchaser shall, within ten (10) days of receipt of said notice, execute two (2) originals of this Agreement, in the form approved by Purchaser and Seller not changed in form or substance, and return same to Seller. In the event Purchaser fails to timely execute the Agreement as prescribed here and return same to Seller, the Offer set forth in this Agreement shall stand rescinded, and the Agreement shall be of no force and effect. The date the Agreement is fully executed by both parties shall be the Effective Date as defined in Paragraph 1.1(a).

## ARTICLE II INSPECTIONS AND DUE DILIGENCE

### 2.1 Due Diligence and Extended Due Diligence:

- (a) The Due Diligence Period shall begin on the Effective Date and continue for no more than one hundred twenty (120) days.
- (b) Extended Due Diligence: Purchaser shall have the option to extend the Due Diligence Period for an additional one hundred twenty (120) days beyond the initial Due Diligence Period as defined above in this Section upon delivery of TEN THOUSAND DOLLARS (\$10,000.00) as Additional Earnest Money to the Escrow Agent before the expiration of the initial Due Diligence Period as defined in Paragraph 1.1(f). This Additional Earnest Money is separate and distinct from the Earnest Money, and unlike the Earnest Money is not refundable to Purchaser under any condition but shall be applied towards the Purchase Price in the event of Closing occurring. Should Purchaser exercise this option all terms and conditions applicable to the Due Diligence period remain in effect during the Extended Due Diligence period.

### 2.2 Inspections in General, Insurance Requirements, and Indemnity:

- (a) During the Due Diligence Period, Purchaser, its agents, and employees shall have the right to enter upon the Property for the purpose of making all such inspections as Purchaser deems appropriate at Purchaser's sole risk, cost and expense. If any inspection or test disturbs the Property, Purchaser shall restore the Property to substantially the same condition as existed prior to the inspection or test. All such entries upon the Property shall be at reasonable times.
- (b) Purchaser shall provide to Seller a certificate of insurance showing Seller as an additional insured with a national insurance company acceptable to Seller in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate, insuring Seller against any and all liability which may arise from Purchaser's entry on the property during the Due Diligence Period, and Purchaser's activity on the Property during the Due Diligence Period.

- (c) Purchaser shall defend, indemnify Seller and hold Seller, agents, members, and employees and the Property harmless from and against such losses, costs, damages, claims, or liabilities, if any, for which Purchaser is responsible for physical damage to persons or property lawfully upon the Property at Purchaser's request and claims for nonpayment for services and materials ordered by Purchaser, but none other, including but not limited to, mechanic's and materialmen's liens arising out of or in connection with Purchaser's inspection of the Property as allowed herein. Purchaser's indemnity herein shall survive Closing and shall not be limited by the default provisions contained in Section 8.1 hereof, or the termination provisions as otherwise provided for in this Agreement.
- (d) Purchaser acknowledges and agrees that it will be relying on its inspections and investigations in acquiring the Property, and that the Due Diligence period allows Purchaser an adequate opportunity to inspect the Property and perform any other investigation and analysis to determine whether Purchaser wants to purchase the Property per the terms of this Agreement including purchasing the Property "**AS IS, WHERE IS, WITH ALL FAULTS**" as specifically provided in Section 10.15 of this Agreement.
- (e) Purchaser further acknowledges and agrees that the Due Diligence Period allows Purchaser an adequate opportunity to determine whether obtaining financing to construct the Project as provided for in the Development Agreement in Article IX of this Agreement is a reasonable likelihood, it being understood and agreed that Purchaser shall have the right to terminate this Agreement in the event Purchaser is unable to obtain financing upon terms and conditions satisfactory to Purchaser.

2.4 Necessary Easements: As soon as reasonably possible and prior to the end of the Due Diligence period, Purchaser shall provide to Seller legal descriptions as well as needed conditions of all easements Purchaser deems necessary to complete the Project and to be included on the Final Plat.

2.5 Sufficient Ingress and Egress: As soon as reasonably possible but no later than the end of the Due Diligence Period, Purchaser shall provide to Seller all conditions of ingress and egress to the Property Purchaser deems necessary for completion of the Project, including but not limited to equipment and personnel necessary for detailed land layout designs, surveys, soil sampling, environmental analysis, and engineering plans.

2.6 Seller's Property: Seller will remove all Seller's property on the land, including fencing, equipment, and all other property within thirty (30) days of the Effective Date.

2.7 Termination During Due Diligence Period: Purchaser may elect, in its sole unfettered discretion, for any reason or no reason, to terminate this Agreement prior to the end of the Due Diligence Period by giving Seller written notice thereof as herein provided. In the event Purchaser exercises this right of termination, Escrow Agent is hereby irrevocably instructed to refund the Earnest Money but not Additional Earnest Money to Purchaser without the necessity of Seller's consent, and neither party shall have any further rights or liabilities hereunder except for those



provisions which survive the termination of this Agreement provided that Purchaser, upon such termination, shall deliver to Seller all information and documentation regarding the Property Purchaser obtained from Seller during the Due Diligence Period.

2.8 Seller to Provide Documents: Within thirty (30) days of the Effective Date, Seller, at Seller's cost, will deliver to Purchaser the following information and documents, to the extent such information and documents are within Seller's reasonable possession or control:

(a) Copies of all engineering and architectural plans, including those relating to the installation of public utility services for the Property in Seller's possession, those relating to easements, and those relating to topography.

(b) Copies of all soil reports and engineering reports and copies of any reports or studies (including, without limitation, environmental and physical inspection reports of employees, principals, consultants, or governmental authorities) in respect of the physical condition or operation of the Property.

(c) Copies of any and all environmental reports, inspection reports, notices or other materials in Seller's possession or control regarding or evidencing the presence, or lack thereof, on the Property or released from the Property of any Hazardous Substances (hereinafter defined). As used herein, "Hazardous Substances" shall mean and include all substances and materials, including petroleum products, which are included under or regulated by any Environmental Law (hereinafter defined). "Environmental Laws" as used herein means without limitation (i) the Resource Conservation and Recovery Act, as amended ("RCRA") (42 U.S.C. § 6901 et seq.), (ii) the Comprehensive Environmental and Reauthorization Act of 1986, as now or hereafter amended ("CERCLA") (42 U.S.C. § 9601 et seq.), (iii) the Clean Water Act, as now or hereafter amended ("CWA") (33 U.S.C. § 1251 et seq.), (iv) the Toxic Substances Control Act, as now or hereafter amended ("CAA") (42 U.S.C. § 7401 et seq.), (v) all regulations promulgated under any of the foregoing, (vi) any local or state law, statute, regulation or ordinance analogous to any of the foregoing, and (vii) any other federal, state or local law (including any common law), statute, regulation, or ordinance regulating, prohibiting, or otherwise restricting the placement, discharge, release, threatened release, generation, treatment, or disposal upon or into any environmental media of any substance, pollutant, or waste which is now or hereafter classified or considered to be hazardous or toxic to human health or the environment.

(d) Construction documents for the 35<sup>th</sup> Street re-alignment, the Trinity Drive Bus Stop and ancillary improvements; and a construction schedule for the projects for coordination. Seller shall immediately provide any information which Seller obtains which supplements the information provided previously or which was previously unavailable.

(e) Seller shall disclose any height restrictions and setback requirements that impact the property.

(f) Seller shall verify capacity of County infrastructure, including potable water and sewer, for the Project.



**ARTICLE III**  
**TITLE/SURVEY/ENVIRONMENTAL REVIEW**

3.1 Timing of Title/Survey: Within fifteen (15) days after the Effective Date, Seller, at Seller's cost, shall provide Purchaser, a current American Land Title Association (ALTA) owner's title commitment for the Property from the Title Company and legible copies of all documents referenced in exceptions to title shown thereon ("Title Report"). Within thirty (30) days after the Effective Date, Seller shall provide Purchaser a current ALTA Survey ("Survey") at Seller's cost and expense. As used in this Paragraph 3.1 "current" shall mean dated no earlier than thirty (30) days from the Effective Date.

3.2 Title/Survey/Environmental Review and Cure:

(a) Purchaser shall review the Title Report and Survey obtained pursuant to Section 3.1 hereof, and Purchaser shall review the environmental status of the Property during the Due Diligence Period. Purchaser shall notify Seller in writing of any title, survey and/or environmental objections prior to expiration of the Due Diligence Period. Seller shall have no obligation to cure any title or survey or environmental objections and Purchaser shall have no obligation to purchase the Property in the event Seller elects not to cure a defect identified by Purchaser.

(b) In the event Purchaser waives objections raised pursuant to Paragraph 3.2(a) and elects to proceed to Closing, the Closing shall occur as contemplated herein and Purchaser shall accept the Property subject to such condition without reduction of Purchase Price.

(c) In the event Purchaser does not object to the condition of the title to the Property as shown on the Title Report or Survey within the Due Diligence Period, the condition of the title as shown therein shall be deemed approved and any exceptions to title shown in the Title Report which are approved or deemed approved shall constitute "Permitted Exceptions" for purposes of the Title Policy and the Quit Claim Deed.

(d) If the Title Company or surveyor revises the Title Report or Survey after the expiration of the Due Diligence Period and prior to Closing to add or modify exceptions or requirements or make other changes that adversely and materially affect title to the Property, Purchaser may object to such matter by notice to Seller within ten (10) days after such revised Title Report or Survey is delivered to Purchaser. Seller may, but shall not be obligated to, attempt to cure any title or survey objection by the Closing Date.

(e) If Seller elects not to cure any such title or survey objection raised pursuant to Paragraph 3.2(d) or fails to cure any such objection raised pursuant to Paragraph 3.2(d) within fifteen (15) days following Purchaser's notice of objections, then Purchaser may either terminate this Agreement by written notice to Seller given on or before fifteen (15) days after receipt of any notice by Seller that it elects not to cure or cannot cure the required objections. In this event, the Earnest Money and any Additional Earnest Money shall be refunded immediately to Purchaser unless Purchaser waives objections and elects to proceed to Closing.

(f) In the event Purchaser waives objections raised pursuant to Paragraph 3.2(d) and elects to proceed to Closing, the Closing shall occur as contemplated herein and Purchaser shall accept the Property subject to such condition without reduction of Purchase Price.

3.3 Title Policy: As soon as possible after the Closing, at Purchaser's cost and expense, the Title Company shall deliver to Purchaser a standard Owner's Title Insurance Policy (the "Title Policy"), issued by the Title Company dated the date of recording of the Quit Claim Deed in the amount of the Purchase Price, insuring Purchaser as owner of fee simple title to the Property subject only to the Permitted Exceptions. Any endorsements or extended and special coverages to the Title Policy shall be obtained by Purchaser at Purchaser's sole cost and expense.

#### ARTICLE IV CONDEMNATION

4.1 Condemnation: Risk of loss resulting from any condemnation or eminent domain proceeding which is commenced or has been threatened prior to the Closing, shall remain with Seller. If prior to the Closing, the Property or any portion of the Property shall be subject to a bona fide threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, Seller shall immediately notify Purchaser thereof after receipt of actual notice thereof by Seller, but in any event prior to Closing. If a material portion of the Property, in Purchaser's sole determination, is subject to eminent domain or condemnation, Purchaser may elect within fifteen (15) days after receipt of such notice, to terminate this Agreement (the "Election Period") and receive an immediate refund of the Earnest Money and Additional Earnest Money or to proceed to Closing. If the Closing Date is within the Election Period, then Closing shall be extended to the next business day following the end of the Election Period. If Purchaser does not elect to terminate this Agreement, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected and Purchaser shall accept an assignment from Seller of the condemnation proceeds. For the purposes of this paragraph, "material portion" as to a taking or condemnation means any portion of the Property that, in Purchaser's sole determination, will prevent it from using the Property as intended.

#### ARTICLE V CLOSING

5.1 Closing: The consummation of the transaction contemplated herein ("Closing") shall occur on or before the Closing Date as defined in Paragraph 1.1 (h), or such other time if the parties, through their respective agents who are executing this Agreement, may mutually agree and specify in writing.

5.2 Conditions to Purchaser's Obligations to Close: In addition to such other conditions to Closing as are specified throughout this Agreement, the obligation of Purchaser to consummate the transaction contemplated hereunder is contingent upon the following:

- (a) The representations of Seller contained herein shall be true and correct in all material respects as of the Closing Date;
- (b) Seller shall have performed all obligations required to be performed prior Closing per the terms of this Agreement;
- (d) There shall exist no pending or threatened legal action, suit or proceeding with respect to the Property or this Agreement;
- (e) Seller shall deliver to Purchaser the easements that meet the legal description and conditions of the easements identified by Purchaser to Seller per Paragraph 2.4 of the Agreement; and
- (f) Seller shall deliver to Purchaser documents showing that Purchaser shall have the right of ingress and egress to the Property as identified in the legal descriptions and conditions needed for ingress and egress submitted by Purchaser to Seller per Paragraph 2.5 of this Agreement.
- (g) The zoning classification of the Property has changed from Public Land (PL) to Mixed Use (MU).
- (h) The two parcels referenced in **Exhibit "A"** have been consolidated into one lot.

If any of the foregoing conditions to Purchaser's obligation to proceed with the Closing have not been satisfied as of the Closing Date, Purchaser may, in its sole discretion, terminate this Agreement by delivering written notice to Seller on or before the Closing Date, in which event the Earnest Money and Additional Earnest Money shall be immediately returned to Purchaser, or Purchaser may elect to seek specific performance as provided in paragraph 8.2., or to close, notwithstanding the non-satisfaction of such condition, in which event Purchaser shall be deemed to have waived any such condition.

5.3 Conditions to Seller's Obligations to Close: In addition to such other conditions to Closing as are specified throughout this Agreement, the obligation of Seller to consummate the transaction contemplated hereunder is contingent upon the following:

- (a) The representations of Purchaser contained herein shall be true and correct in all material respects as of the Closing Date;
- (b) Purchaser shall have performed all obligations required to be performed prior Closing per the terms of this Agreement; and
- (c) There shall exist no pending or threatened legal action, suit or proceeding with respect to the Property.

If any of the foregoing conditions to Seller's obligation to proceed with the Closing have not been satisfied as of the Closing Date, Seller may, in its sole discretion, terminate this Agreement by

delivering written notice to Seller on or before the Closing Date, in which event the Earnest Money shall be immediately returned to Purchaser, or elect to close, notwithstanding the non-satisfaction of such condition, in which event Seller shall be deemed to have waived any such condition.

5.4 Seller's Deliveries in Escrow: Ten (10) days before the Closing Date, Seller shall deliver in escrow to the Escrow Agent with copies of same delivered to Purchaser the following:

- (a) Transfer Documents:
  - (i) Deed: A Quit Claim Deed (the "Deed") for review and approval by Purchaser whereby Seller conveys to Purchaser the Property. If the Deed is approved, Purchaser shall deliver it to Escrow Agent for execution by Seller;
  - (ii) FIRPTA: A Foreign Investment in Real Property Tax Act affidavit executed by Seller reciting under penalty of perjury that Seller is not a foreign person;
  - (iii) Authority: Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to Purchaser, the Escrow Agent and the Title Company;
  - (iv) Additional Documents: Any additional documents that Escrow Agent or the Title Company or Purchaser may reasonably require for the proper consummation of the transaction contemplated by this Agreement including the Title Company's standard lien and possession affidavit;
  - (v) Closing Statement: A Closing Statement prepared by the Escrow Agent accurately reflecting the Purchase Price, cost allocations and proration as herein provided for; and
  - (vi) Appurtenances: An assignment in recordable form of Seller's right, title, and interests, if any such rights, title and interests are vested in Seller, to all appurtenances, plans, property contracts, entitlements, intangibles and all other portions of the Property not constituting real property to Purchaser; provided, however, that by accepting such assignment, Purchaser shall not assume any obligations under any instrument or right assigned, unless Purchaser has expressly assumed such obligations in writing. Seller will not amend or modify any of the above items included in the Property without Purchaser's prior written consent.

5.5 Purchaser's Deliveries in Escrow: On or before the Closing Date, Purchaser shall deliver in escrow to the Escrow Agent the following:

- (a) Purchase Price: The Purchase Price, less the Earnest Money and Additional Earnest Money if Additional Earnest has been paid, that is applied to the Purchase Price, which shall be delivered to Seller by Escrow Agent, plus or minus applicable proration. The Purchase Price shall be deposited by Purchaser with the Escrow Agent in immediate, same-day federal funds for credit into the Escrow Agent's escrow account;
- (b) Additional Documents: Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement; and
- (c) Authority: Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to Seller, the Escrow Agent, and the Title Company.

5.6 Title Policy: The Title Policy (as described in Section 3.1 hereof) shall be delivered to Purchaser as soon as possible after the Closing as provided in Section 3.3 hereof.

5.7 Possession: Seller shall deliver possession of the Property to Purchaser at the Closing, subject only to the Permitted Exceptions.

5.8 Close of Escrow: Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Escrow Agent to immediately record and deliver the documents described above to the appropriate parties and make disbursements according to the Closing statement executed by Seller and Purchaser.

## **ARTICLE VI PRORATION**

6.1 Proration: The items in this Paragraph shall be prorated between Seller and Purchaser as of the Closing Date with Seller receiving credit for all Closing Date income and Seller paying the following Property related expenses through the Closing Date.

- (a) Taxes and Assessments: General real estate taxes imposed by governmental authority ("Taxes") not yet due and payable shall be prorated. If the Closing occurs prior to the receipt by Seller of the tax bill for the calendar year or other applicable tax period in which the Closing occurs, Purchaser and Seller shall prorate Taxes for such calendar year or other applicable tax period based upon the most recent ascertainable assessed values and tax rates. Upon receipt of the tax bill for the year of Closing, the Escrow Agent shall make any adjustments to the Closing proration, based upon the actual tax bill.

6.2 Commissions: Seller and Purchaser represent to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction. There are no real estate or other fees or commissions that will be paid as part of this transaction by either party.

**ARTICLE VII**  
**REPRESENTATIONS AND WARRANTIES**

7.1 Seller's Representations and Warranties: As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser that:

- (a) Organization and Authority: Seller has been duly organized and validly exists as an Incorporated County in good standing in the State of New Mexico. Seller has the full right and authority and will have obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby prior to Closing. This Agreement has been, and all the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.
- (b) Conflicts and Pending Action: There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which conflicts with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller or the Property, including condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.
- (c) Litigation: There is no litigation or arbitration or other legal or administrative suit, action, proceeding of any kind pending, or to the best of Seller's knowledge, threatened or under investigation against or involving the Property, or any part thereof.
- (d) Bills: Seller has paid or will pay in full all bills and invoices for labor and material of any kind arising from Seller's ownership, operation, management, repair, maintenance or leasing of the Property, and there are no actual or potential mechanic's liens outstanding or available to any party in connection with Seller's ownership, operation, management, repair, maintenance or leasing of the Property.
- (e) Possessory Rights: There are no purchase contracts, options or any other agreements of any kind, oral or written, by which any person or entity other than Seller will have acquired or will have any basis to assert any right, title or interest in, or right to possession, use, enjoyment or proceeds of, any part or all of the Property. It is understood and agreed that if such leases or contracts or rights do not meet with Purchaser's approval, their existence shall entitle Purchaser to terminate this Agreement and receive back the Earnest Deposit and interest.
- (f) Violations of Law: Seller has received no notice of violation of any applicable Federal, state or local law, statute, ordinance, order, requirement, rule or regulation, or of any covenant, condition, restriction or easement affecting the Property, or this Agreement and Seller does not have any actual notice of any such violation.

- (g) Ownership: Seller is the owner of the Property and as of Closing Seller will own all such Property free and clear of all liens, financial encumbrances, leases, covenants, conditions, restrictions, rights-of-way, easements, encroachments and other matters affecting title, excepting only the Permitted Exceptions. Seller further represents and warrants to Purchaser that no other party has any rights in and to the Property.
- (h) Parties in Possession: To the best of Seller's knowledge, there are no parties other than Seller in possession of any portion of the Property.
- (i) In the event of any material adverse change in any of Seller's representations and warranties in this Article or elsewhere in this Agreement, Seller shall promptly notify Purchaser of such change.
- (j) Seller represents that the Property is being sold pursuant to NMSA 3-54-1 subject to the referendum requirements therein contained, as authorized by Section 14-31(6) of Code of Ordinances of the Incorporated County of Los Alamos.

7.2 Purchaser's Representations and Warranties: As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

- (a) Organization and Authority: Purchaser has been a duly organized and is a valid existing entity in good standing in the state of New Mexico. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.
- (b) Conflicts and Pending Action: There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.
- (c) Purchaser warrants that it is relying solely on its inspections and its investigations to determine whether Purchaser desires to purchase **"AS IS, WHERE IS, WITH ALL FAULTS"** as specifically provided in Section 10.15 of this Agreement.
- (d) In the event of any material adverse change in any of Purchaser's representations and warranties in this Article or elsewhere in this Agreement, Purchaser shall promptly notify Seller of such change.
- (e) In the event Purchaser terminates this Agreement as allowed by this Agreement, Purchaser shall provide Seller timely written notice of such termination.

**ARTICLE VIII**  
**REMEDIES FOR FAILURE TO CLOSE ONLY**

8.1 Default By Purchaser For Failure to Close: In the event that Purchaser fails or refuses to Close the purchase of the Property except as allowed by this Agreement, Purchaser agrees that Seller shall have the right to have the Escrow Agent deliver the Earnest Money to Seller as liquidated damages to compensate Seller for time spent, labor and services performed, and the loss of its bargain as a result of Purchaser's failure or refusal to Close. Purchaser and Seller agree that it would be impracticable or extremely difficult to affix damages in the event of Purchaser's failure or refusal to Close, and that the Earnest Money, together with the interest thereon if any, represents a reasonable estimate of Seller's damages for Purchaser's failure or refusal to Close, except as allowed in this Agreement. Under such circumstances, Seller agrees to accept the Earnest Money as Seller's total damages and relief for Purchaser's failure or refusal to Close. In the event that Purchaser shall fail or refuse to Close, Seller expressly waives the right to sue for damages for Purchaser's failure or refusal to Close or to seek specific performance. In the event that Purchaser does so default by failing or refusing to Close, this Agreement shall be terminated, and Purchaser shall have no further right, title, or interest in the Property.

8.2 Default By Seller for Failure to Close: Purchaser and Seller agree that it would be impracticable or extremely difficult to affix damages in the event Seller fails or refuses to Close, and that the below remedies are sufficient remedies to redress and compensate Purchaser for Seller's failure or refusal to Close under conditions not allowed by this Agreement. In the event Seller shall fail or refuse to Close the purchase of the Property, except when such failure or refusal to close is expressly allowed by this Agreement. Purchaser shall be entitled to seek any and all remedies at law and equity, however damages shall be limited to actual costs incurred. In the event Purchaser elects to bring an action, it shall commence such action, if at all, within ninety (90) days after the scheduled Closing date hereunder or such action will be forever barred.

8.3 The above default and damages provisions only apply to claims and damages that arise and result from a default for the failure of Seller or Purchaser to Close. Unless otherwise specifically limited elsewhere in the Agreement, Seller and Purchaser shall retain all rights and remedies provided in law and equity to seek redress of any other default or breach of this Agreement.

**ARTICLE IX**  
**DEVELOPMENT AGREEMENT**

9.1 In the event Purchaser purchases the Property, but only in that event, Purchaser shall develop the Property pursuant to the terms and conditions prescribed in this Article. The Project shall demonstrate that the construction to occur within the Project shall materially and substantially meet the description, design, character and quality that has been represented by Purchaser and included within this Article, including but not limited to:

- (a) A seven thousand (7,000) square foot ground level retail pet store with four thousand (4,000) square foot of rental apartment housing above on the second level, totaling four (4) separate housing units and ingress and egress via one location from



35<sup>th</sup> Street, substantially the same as that depicted on Purchaser's preliminary site plan attached hereto as **Exhibit "C"**;

- (b) Construct and maintain adequate parking for the customers, employees and residents as proscribed by the Los Alamos County Code of Ordinances

9.2 Seller represents that Seller shall make application to change the zoning classification of the Property from Public Land (PL) to Mixed Use (MU), and to consolidate the two lots into one lot. Seller represents that Purchaser's proposed use of the Property, as set forth herein, is consistent with the proposed re-zoning of the Property to MU. The Parties acknowledge and agree this agreement cannot and does not provide any warranty that either the proposed re-zoning from PL to MU nor the consolidation of the two lots into one lot shall occur as authority to re-zone the Property and consolidate the two lots into one lot is vested in the Planning and Zoning Commission.

9.3 Omitted.

9.4 Purchaser shall complete the Project no later than TWENTY-FOUR (24) months from the Closing Date, hereinafter referred to as the Project Completion Date.

- (a) If Purchaser fails to complete the Project by the Project Completion Date, Purchaser shall continue to diligently work to complete the Project, and Purchaser shall complete the Project.
- (b) Purchaser and Seller acknowledge and agree: (i) that it would be impracticable or extremely difficult to affix damages for delay related damages to Seller caused by Purchaser's failure or refusal to complete the Project by the Project Completion Date; (ii) in order to avoid difficulty and uncertainty in affixing damages for delay related damages, the parties have bargained for the below amount as liquidated damages for delay related damages caused by Purchaser's failure or refusal to complete the Project by the Project Completion Date; and (iii) the amount of liquidated damages for delay related damages to Seller caused by Purchaser's failure or refusal to complete the Project by the Project Completion Date shall be calculated at a rate of TWO HUNDRED FIFTY DOLLARS (\$250.00) per day. The \$250.00 per day penalty shall be payable quarterly until the Project is complete, or the passage of three (3) years beyond the Project Completion Date, whichever first occurs. Seller agrees and acknowledges that should damages be awarded by verdict and/or judgment against Purchaser in favor of Seller for delay related damages, the damages assessed for delay related damages shall be limited by the liquidated damages for delay related damages provided herein.
- (c) The Project Completion Date shall be extended by the number of days any delay is caused by force majeure or governmental actions that delay completion of the project for more than ninety (90) days excluding delays related to ordinary regulatory activities.

- (d) Completion of the Project shall occur when Certificates of Occupancy are issued by the County for each and every structure that comprises the Project. County's issuance of these Certificates of Occupancy shall not be unreasonably withheld or delayed.

## **ARTICLE X MISCELLANEOUS**

10.1 Parties Bound: Purchaser may not assign this Agreement without the prior written consent of Seller. Any prohibited assignment shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

10.2 Headings: The article and paragraph headings of this Agreement are of convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

10.3 Invalidity And Waiver: If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible and so long as each party obtains the principal benefits for which it bargained, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

10.4 Governing Law: This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state of New Mexico, and the Parties agree and consent that the venue for any cause of action arising from this Agreement shall only be the First Judicial District Court of Los Alamos.

10.5 Mediation: The parties agree that in the event a dispute arises regarding any of the duties, rights or obligations of any of the parties or regarding any provision in the Agreement, the parties shall first attend a mediation before a mutually agreed upon mediator, to attempt to resolve any disputes prior to filing any cause of action in law or equity. The party seeking mediation shall notify the other party, in writing, of its request to mediate, and said mediation shall occur within thirty (30) days of said notice unless mutually agreed otherwise by the parties in writing and the costs thereof shall be split equally by the parties.

10.6 Contractual Liability: The parties agree that this is a valid written contract for purposes of NMSA 1978, Section 37-1-23.

10.7 No Third-Party Beneficiary: This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third-party beneficiary, decree, or otherwise.

10.8 Entirety and Amendments: This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This

Agreement may be amended or supplemented only by an instrument in writing executed by both Parties.

10.9 Time: Time is of the essence in the performance of this Agreement.

10.10 Notices: All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Paragraph 1.1(b) and 1.1(c). Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon actual date of receipt, or, (b) delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered upon actual date of receipt, or, (c) sent by facsimile, in which case notice shall be deemed delivered upon transmission of such notice and evidence of receipt of said transmission, with a hard copy mailed the same business day, or (d) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. As regards notice by email transmission, the parties agree that an email transmission shall be a proper form of notice under this agreement, provided, the sender require that the email recipient acknowledge receipt of the email and upon such acknowledgment the notice shall be deemed to have been delivered; if acknowledgment of receipt of email is not forthcoming on the day the email was sent, the attempt to give notice via email shall be disregarded and the party seeking to give notice shall do so by one of the methods enumerated above in this Section.

10.11 Construction: The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.12 Calculation Of Time Periods: Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday.

10.13 Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange telephonic facsimile or electronic counterparts of the signature pages.

10.14 Disclaimer: IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING SOLD AND CONVEYED HEREUNDER "**AS IS, WHERE IS, WITH ALL FAULTS**", WITH NO RIGHT OF SETOFF OR REDUCTION IN THE PURCHASE PRICE AND WITHOUT ANY REPRESENTATION OR WARRANTY BY SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. SELLER HAS NOT MADE AND IS NOT MAKING, EXCEPT AS HEREIN MADE

IN WRITING, ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY, FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY, ACCURACY OF DIMENSIONS, AND RELATING IN ANY WAY TO HAZARDOUS MATERIALS OR ANY ENVIRONMENTAL MATTERS, SUITABILITY OF SOIL OR GEOLOGY, OR ABSENCE OF DEFECTS OR HAZARDOUS OR TOXIC MATERIALS OR WASTES; AND PURCHASER ACKNOWLEDGES AND REPRESENTS THAT PURCHASER IS ENTERING INTO THIS AGREEMENT WITHOUT RELYING UPON ANY SUCH STATEMENT, REPRESENTATION OR WARRANTY MADE BY SELLER OR BY SELLER'S AGENT OR BY ANY OTHER PERSON AND, EXCEPT AS HEREIN EXPRESSLY SET FORTH IN WRITING, IS ACQUIRING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INSPECTIONS, INVESTIGATIONS AND FINANCIAL ANALYSIS. PURCHASER ACKNOWLEDGES IT HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY AND PROPERTY INFORMATION AND HAS CONSULTED WITH SUCH EXPERTS AND PROFESSIONALS AS IT DEEMS APPROPRIATE.

IN WITNESS WHEREOF, the parties have entered into this Purchase and Sale Agreement effective as of the date first written above.

PET PANGAEA LLC

BY: Cyndi Wells  
CYNDI WELLS, IN HER CAPACITY AS MANAGING MEMBER AND AUTHORIZED AGENT OF PET PANGAEA LLC  
DATED THIS 25<sup>th</sup> DAY OF February 2021

ATTEST



INCORPORATED COUNTY OF LOS ALAMOS

Naomi D. Maestas  
NAOMI D. MAESTAS,  
COUNTY CLERK

BY: Harry Burgess  
HARRY BURGESS, IN HIS CAPACITY AS COUNTY MANAGER AND AS AN AUTHORIZED AGENT OF THE INCORPORATED COUNTY OF LOS ALAMOS  
DATED THIS 22ND DAY OF FEBRUARY 2021

Approved as to form:

/s/ Alvin Leaphart  
J. ALVIN LEAPHART  
COUNTY ATTORNEY

**EXHIBIT "A"****LEGAL DESCRIPTION**

3661 Trinity Drive

**LOT NO. 7 EASTERN AREA NO. 3**, SHOWN BY MAP OR PLAT THEREOF FILED IN THE OFFICE OF THE CLERK OF LOS ALAMOS COUNTY, NEW MEXICO, ON THE 21<sup>ST</sup> DAY OF FEBRUARY, 1966, AND OFFICIALLY OF RECORD IN BOOK 1, AT PAGE 74, PLAT RECORDS OF SAID COUNTY.

3689 Trinity Drive

**LOT NO. 6, EASTERN AREA NO. 3**, SHOWN BY MAP OR PLAT THEREOF FILED IN THE OFFICE OF THE CLERK OF LOS ALAMOS COUNTY, NEW MEXICO, ON THE 21<sup>ST</sup> DAY OF FEBRUARY, 1966, AND OFFICIALLY OF RECORD IN BOOK 1, AT PAGE 74, PLAT RECORDS OF SAID COUNTY.

**EXHIBIT "B"**

**ACKNOWLEDGMENT BY ESCROW HOLDER**

The Escrow Holder hereby agrees to perform its obligations under this Agreement and acknowledges receipt of the Earnest Money of TEN THOUSAND DOLLARS (\$10,000.00), and a fully executed counterpart of this Agreement.

Escrow Agent shall hold and dispose of the Earnest Money in accordance with the terms of this Agreement. Seller and Purchaser agree that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Earnest Money in accordance with this Agreement. Escrow Agent shall incur no liability in connection with the safekeeping or disposition of the Earnest Money for any reason other than Escrow Agent's tortious acts or omissions. In the event that Escrow Agent shall be in doubt as to its duties or obligations with regard to the Earnest Money, or in the event that Escrow Agent receives conflicting instructions from Purchaser and Seller with respect to the Earnest Money, Escrow Agent shall not be required to disburse the Earnest Money and may, at its option, continue to hold the Earnest Money until both Purchaser and Seller agree as to its disposition or until a final judgment is entered by a court of competent jurisdiction directing its disposition, or Escrow Agent may interplead the Earnest Money in accordance with the laws of the state of New Mexico.

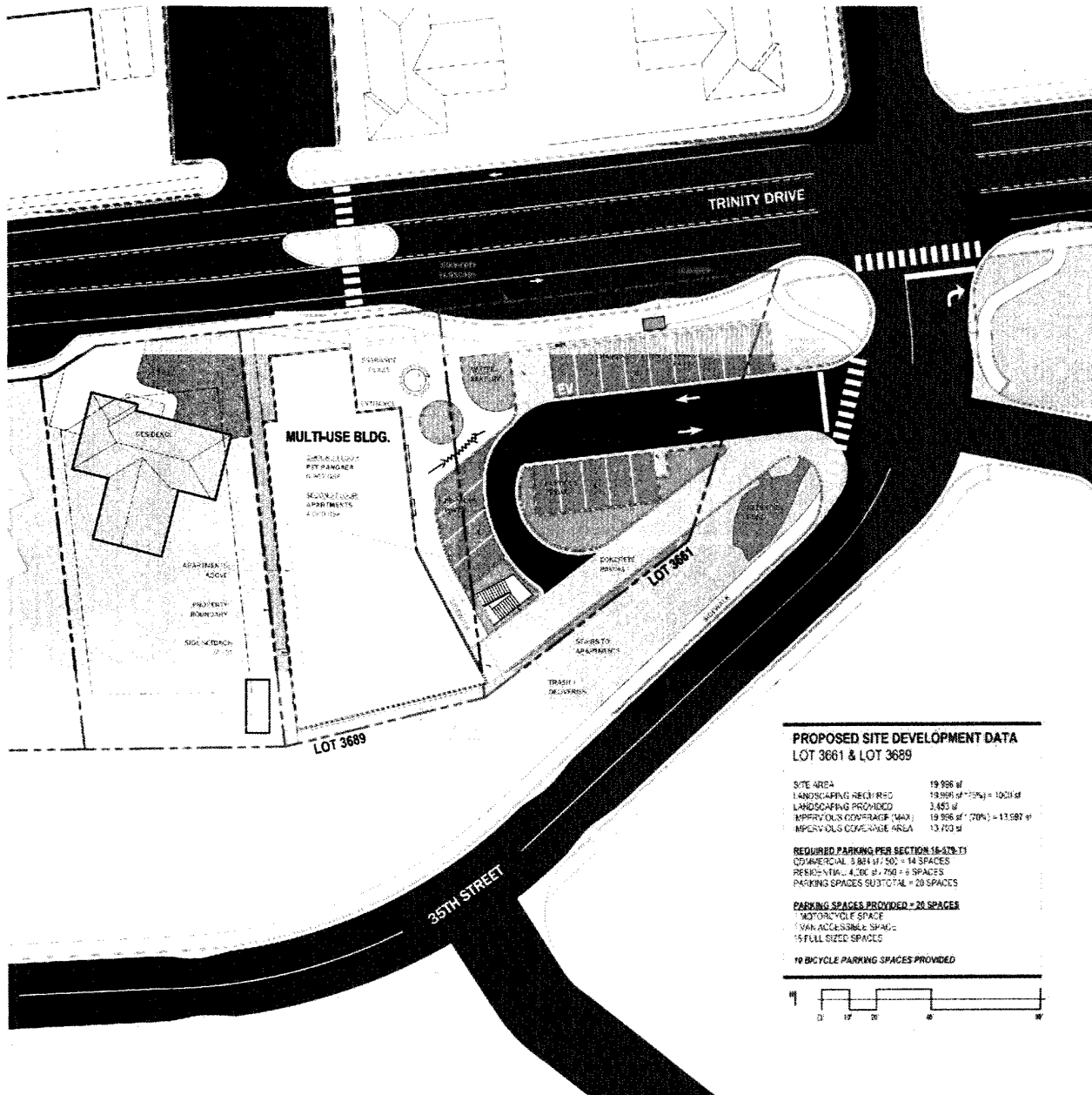
Escrow Agent shall not be responsible for any interest on the Earnest Money except as is actually earned, or for the loss of any interest resulting from the withdrawal of the Earnest Money prior to the date interest is posted thereon if such withdrawal is upon instruction of either Seller or Purchaser.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DATE: \_\_\_\_\_, 2021

**EXHIBIT "C"**  
**(Preliminary Site Plan)**

Pet Pangaea

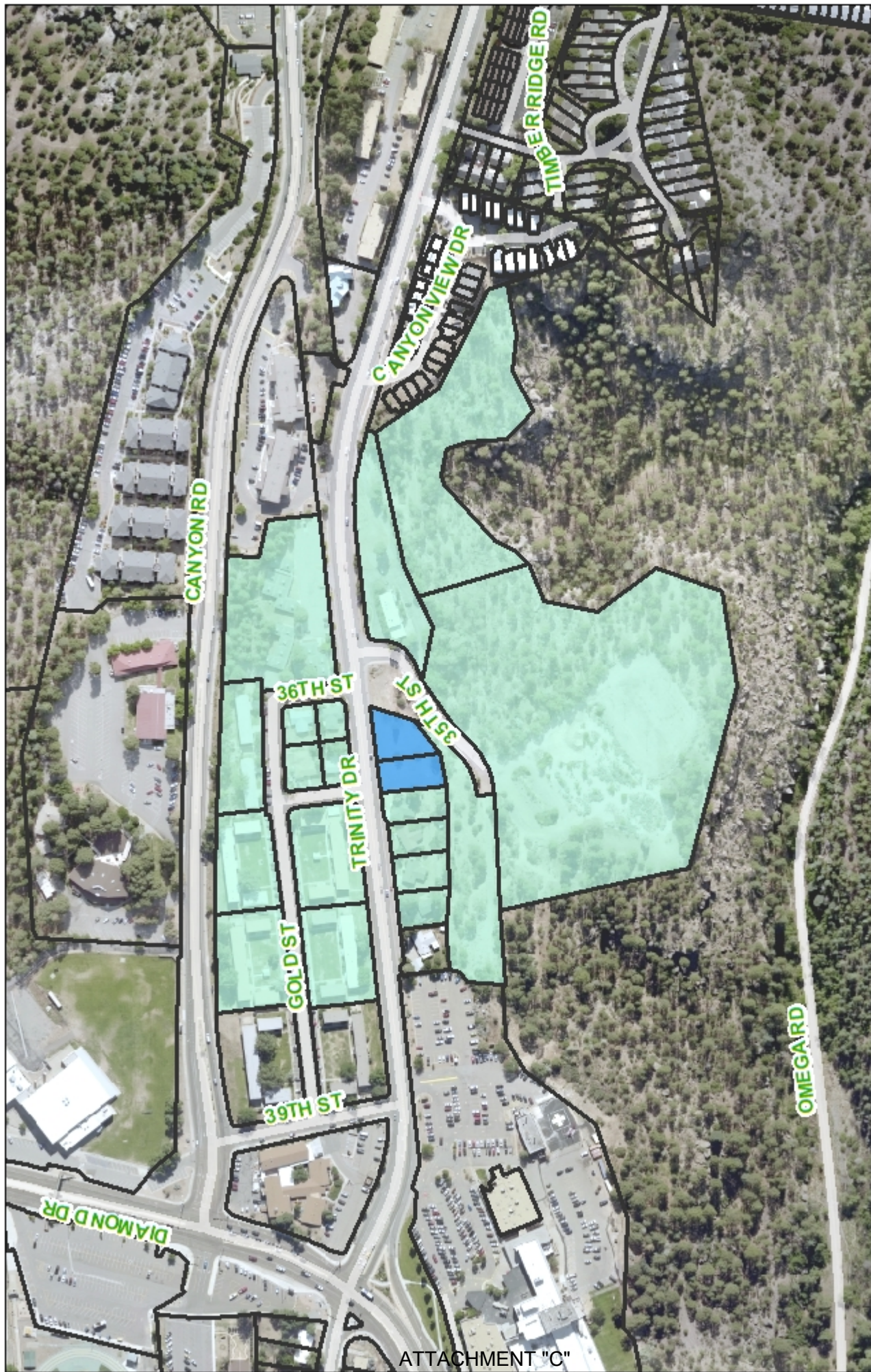


Site Plan

Purchase, Sale and Development Agreement for Real Property Located in the Incorporated County of Los Alamos Commonly Referred to as 3661 & 3689 Trinity



100 YD PUBLIC NOTIFICATION



ATTACHMENT "C"

CASE NO. REZ-2021-0014

- PARCELS
- SUBJECT PROPERTIES
- PROPERTIES WITHIN 100YDS



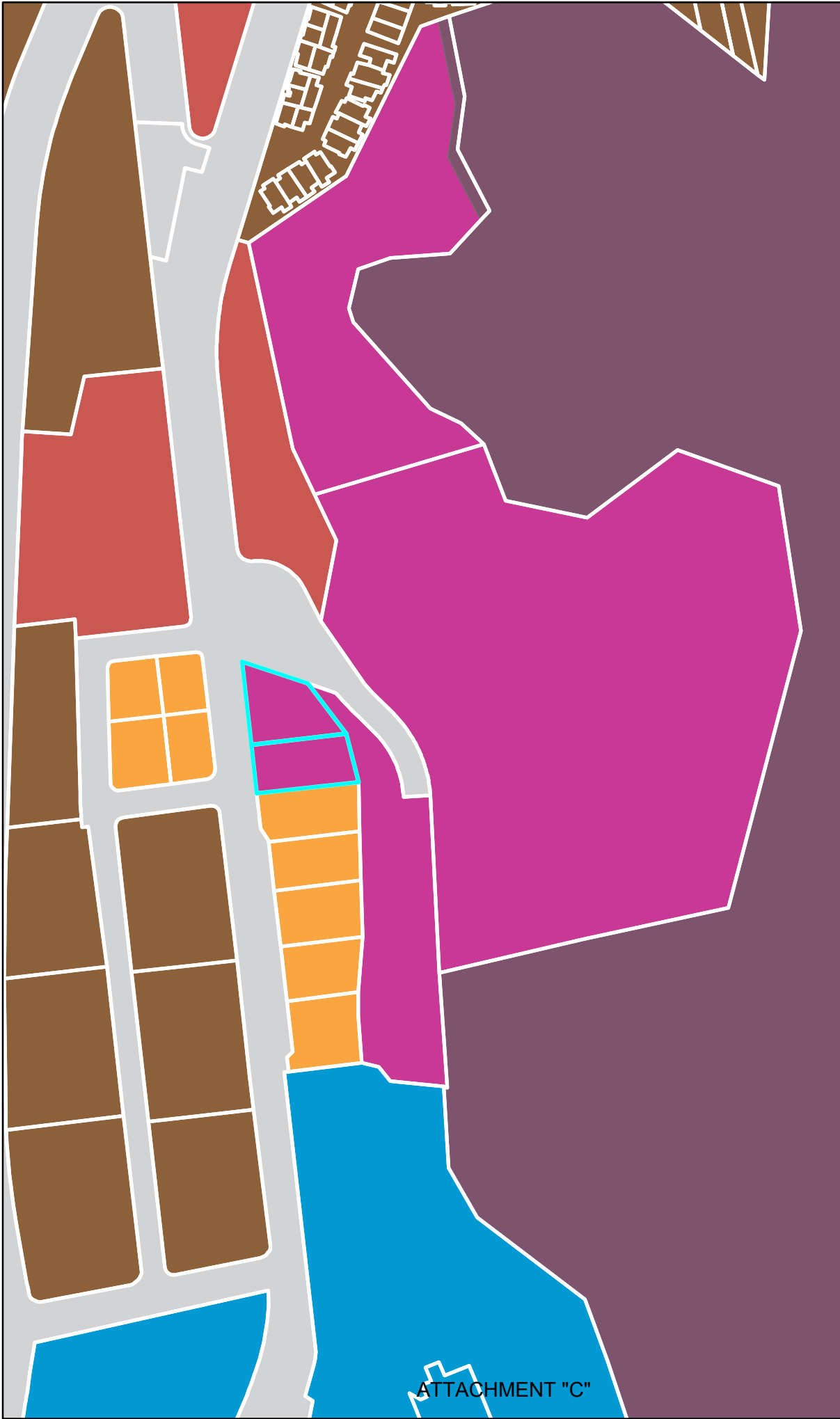
1 inch = 300 feet

Mapping information is for reference only. Users are solely responsible to confirm data accuracy. Los Alamos County assumes no liability for errors associated with the data.



PHYSICAL ADDRESS	OWNERNAME	MAILING ADDRESS	CITY	STATE	ZIP
3784 GOLD ST	CAP INVESTORS LIMITED PARTNERSHIP	1926 A 24TH ST	LOS ALAMOS	NM	87544
3706 GOLD ST	COURTRIGHT INVESTMENTS LLC	2197 LOMA LINDA DR	LOS ALAMOS	NM	87544
3590 GOLD ST	S & J DEVELOPMENT LLC	1143 45TH ST	LOS ALAMOS	NM	87544
775 36TH ST	C DE BACA ELMO REVOC TRUST	PO BOX 269	LOS ALAMOS	NM	87544
3785 GOLD ST	COURTRIGHT INVESTMENTS LLC	2197 LOMA LINDA DR	LOS ALAMOS	NM	87544
3500 TRINITY DR	SOENKE EDWARD H & GAIL M(EHS ENTERPRISES	PO BOX 100	LOS ALAMOS	NM	87544
780 37TH ST	PLANTS NATHAN & MARY	780 37TH ST	LOS ALAMOS	NM	87544
3707 GOLD ST	CAP INVESTORS LIMITED PARTNERSHIP	1926 A 24TH ST	LOS ALAMOS	NM	87544
715 36TH ST	KURNATH NANCY P REVOC TRUST	715 36TH ST	LOS ALAMOS	NM	87544
720 37TH ST	C DE BACA ELMO REVOC TRUST	PO BOX 269	LOS ALAMOS	NM	87544
3491 TRINITY DR	TRINITY GROUP HOLDINGS LLC	3491 TRINITY DR STE A	LOS ALAMOS	NM	87544
3661 TRINITY DR	INCORPORATED COUNTY OF LOS ALAMOS	PO BOX 30	LOS ALAMOS	NM	87544
3689 TRINITY DR	INCORPORATED COUNTY OF LOS ALAMOS	PO BOX 30	LOS ALAMOS	NM	87544
3705 TRINITY DR	FLYNN PAULINE	3705 TRINITY DR	LOS ALAMOS	NM	87544
3711 TRINITY DR	EFREMOVA-LINDEN NATALIA A	3401 GREENWAY UNIT 104	BALTIMORE	MD	21218
3717 TRINITY DR	JADRICH RYAN & LINDQUIST BETH	3717 TRINITY DR	LOS ALAMOS	NM	87544
3745 TRINITY DR	SCHAUMBERG JOSEPH B	3745 TRINITY DR	LOS ALAMOS	NM	87544
120 35TH ST	LOS ALAMOS COUNTY	PO BOX 30	LOS ALAMOS	NM	87544
145 35TH ST	INCORPORATED COUNTY OF LOS ALAMOS	PO BOX 30	LOS ALAMOS	NM	87544
141 35TH ST	LOS ALAMOS COUNTY	PO BOX 30	LOS ALAMOS	NM	87544

REZ-2021-0014

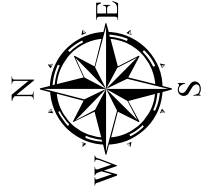


ATTACHMENT "C"

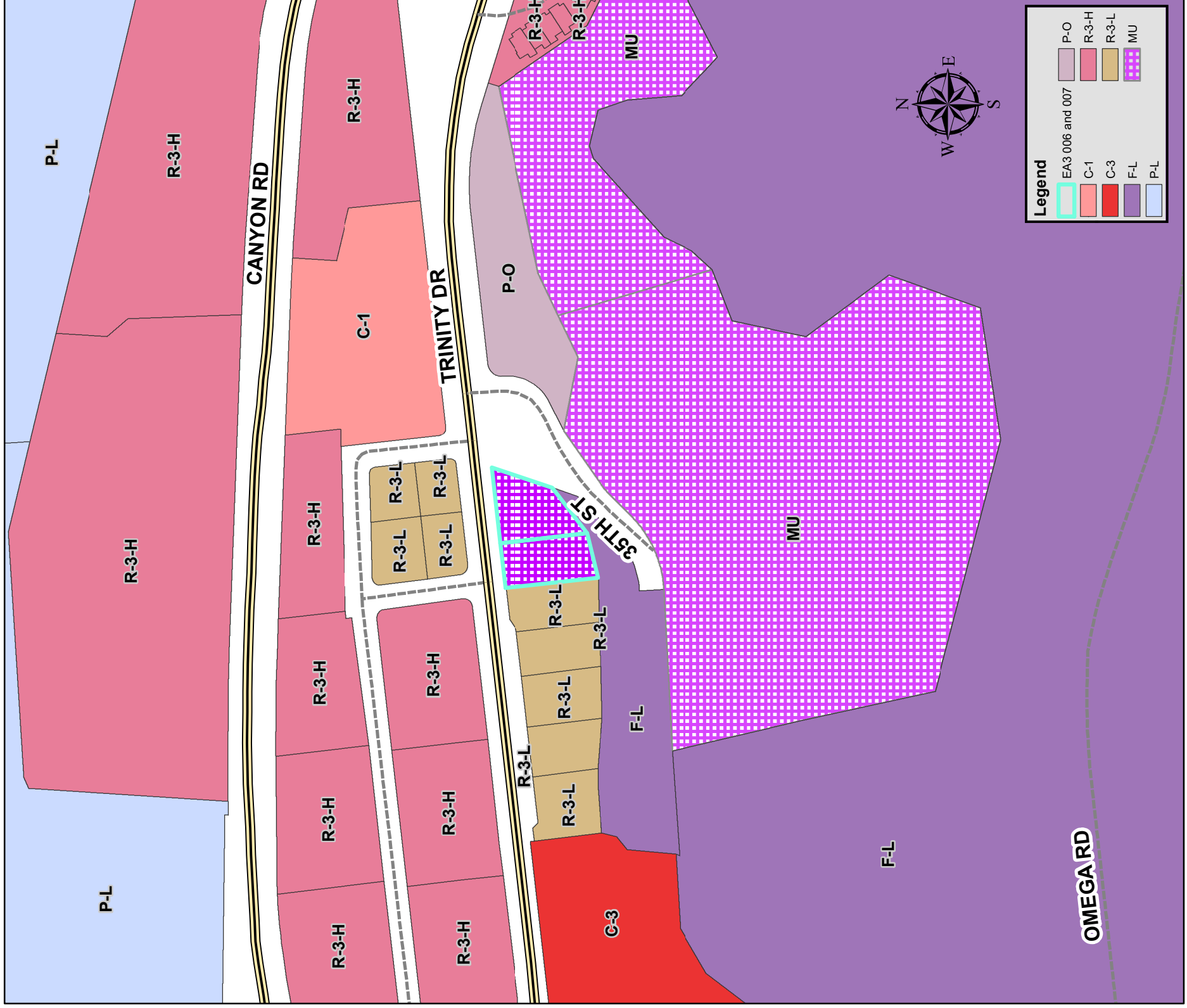
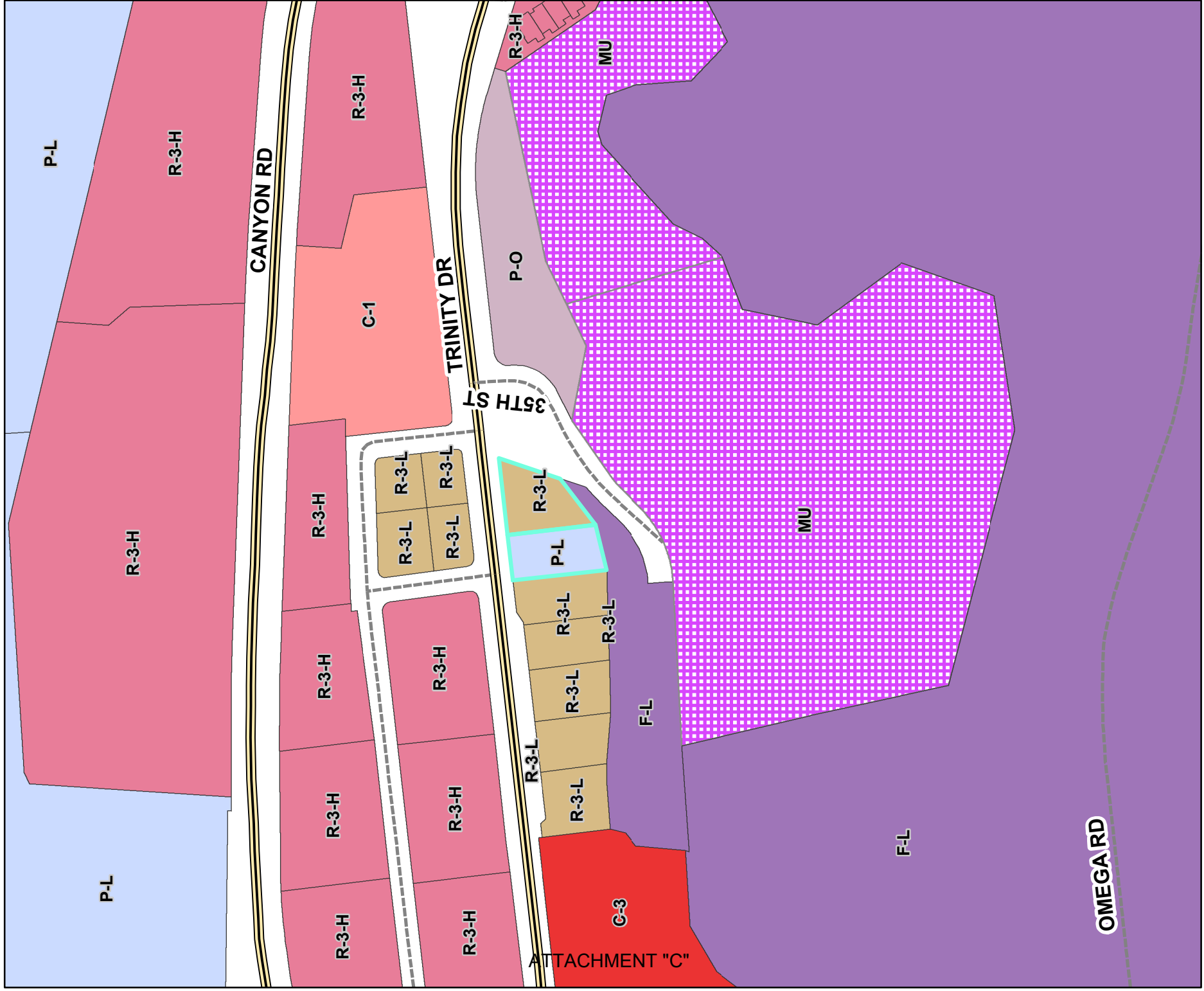
### FUTURE LAND USE MAP- 2018

**Legend**

- EA3 006 and 007
- Med-High Density Residential- 7-15 DU/A
- High Density Residential-15+ DU/A
- Institutional
- Mixed-Use
- Commercial/Office
- Federal
- ROW



1 inch = 200 feet



EXISTING

PROPOSED

**INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 2021-XX**

**REVISION NO. 2021-XX IN TEXTUAL FORM TO THE OFFICIAL ZONING MAP OF LOS ALAMOS COUNTY BY REZONING TWO (2) COUNTY OWNED PARCELS CONSISTING OF APPROXIMATELY 0.52 ACRES OF LAND COMBINED: 1) LOT EA3 006 FROM PUBLIC-LAND (P-L) TO MIXED-USE (M-U); AND 2) LOT EA3 007 FROM MULTI-FAMILY RESIDENTIAL, LOW DENSITY (R-3-L) TO MIXED-USE (M-U).**

**WHEREAS**, the Incorporated County of Los Alamos (“County”) owns the real properties known as Lot EA3 006 and Lot EA3 007, commonly known as 3689 Trinity Drive and 3661 Trinity Drive, Los Alamos, New Mexico, respectively (hereafter “Properties”) which is the subject of this Ordinance; and

**WHEREAS**, the Properties are currently zoned Public-Land (P-L) and Multi-Family Residential, Low Density (R-3-L); and

**WHEREAS**, Section 16-531 of the Los Alamos County Code of Ordinances (“Development Code”) authorizes amendments to the official zoning map of the County by application; and

**WHEREAS**, County applied to the Planning and Zoning Commission of the Incorporated County of Los Alamos (the “Commission”) to change the official zoning map, specifically to rezone Lot EA3 006 from Public Land (P-L) to Mixed-Use (M-U); and

**WHEREAS**, County applied to the Planning and Zoning Commission of the Incorporated County of Los Alamos (the “Commission”) to change the official zoning map, specifically to rezone Lot EA3 007 from Multi-Family Residential, Low Density (R-3-L) to Mixed-Use (M-U); and

**WHEREAS**, the Commission, at its meeting on April 14, 2021, held a public hearing on an application for an amendment to the official zoning map pursuant to the criteria contained in §16-155 of the Development Code; and

**WHEREAS**, the Community Development Department staff properly issued notice to all required parties pursuant to Chapter 16, Article V, of the Development Code and in conformity with NMSA 1978, §3-21-6; and

**WHEREAS**, the Commission, after its noticed public meeting on April 14, 2021, reviewed and adopted Findings of Fact regarding the application; and

**WHEREAS**, the Commission recommends to the County Council approval of the amendments to the official zoning map; and

**WHEREAS**, the County Council held a hearing on June 8, 2021, at which the County Council found that the amendments to the official zoning map are in conformity with the provisions of Section 16-155 of the Development Code and made the following findings:

- 1) The Properties to be rezoned are owned by the Incorporated County of Los Alamos.
- 2) The Properties’ combined size is approximately ~ 0.52 acres.

- 3) The Properties are 1) Lot EA3 006 addressed as 3689 Trinity Drive, and 2) Lot EA3 007 addressed as 3661 Trinity Drive, Los Alamos, New Mexico.
- 4) The Properties are west of the Trinity Drive and 35<sup>th</sup> Street intersection.
- 5) The subject property shall be rezoned to M-U as described within Article XIII of the Development Code.
- 6) Public Notice has been made in compliance with the Development Code and State of New Mexico law.
- 7) The criteria for approval of a change to the official zoning map of Los Alamos County, as found in Section 16-155 of the Code, have been met.

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

**Section 1.** The Official Zoning Map of Los Alamos County is hereby amended by rezoning to M-U (Mixed-Use), those certain tracts of land being ~ 0.52 acres of land, combined, more or less, to wit:

- 1) *Lot EA3 006, 0.25 ± acres from Public-Land (P-L) to Mixed-Use (M-U); and*
- 2) *Lot EA3 007 0.27 ± acres Multi-Family Residential, low density (R-3-L) to Mixed-Use (M-U).*

**Section 2.** The Official Zoning Map of the Incorporated County of Los Alamos be, and hereby is amended to reflect the rezoning referenced herein, said change to be made to the Official Zoning Map at its next update.

**Section 3. Effective Date.** This Ordinance shall be effective thirty (30) days after publication of notice of its adoption.

**Section 4. Severability.** Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 5. Repealer.** All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

**ADOPTED** this 8th day of June, 2021.

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

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**Randall Ryti  
Council Chair**

**ATTEST: (SEAL)**

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

DRAFT

**LOS ALAMOS COUNTY  
PLANNING & ZONING COMMISSION**

**IN THE MATTER OF:**

Case No. REZ-2021-0014: )  
A request to rezone two county-owned parcels within )  
Eastern Area 3: Lot EA3 006, 3689 Trinity Drive, )  
Los Alamos, NM, containing approximately 10,880 ft<sup>2</sup> )  
from Public-Land (P-L) to Mixed-Use (MU); and Lot EA3 007, )  
3661 Trinity Drive, Los Alamos, NM, with approximately )  
11,565 ft<sup>2</sup> from Multi-Family Residential, low density (R-3-L) )  
to Mixed-Use (MU).

**FINAL ORDER APPROVING APPLICATION,  
FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**THIS MATTER** came before a quorum of the Los Alamos County Planning and Zoning Commission ("Commission") for a public hearing, on Wednesday, April 14, 2021, based on an application made by Los Alamos County, property owner, requesting a recommendation to County Council for approval of a rezone of Lots EA3 006 and EA3 007; within Eastern Area 3, and addressed as 3689 Trinity Drive and 3661 Trinity Drive, respectively ("Properties"). The Properties combined contain 0.52± acres and approval would designate them as Mixed-Use (MU).

Upon presentation of the application and accompanying exhibits; the Commission having taken sworn testimony, considered relevant evidence of the record and arguments of the parties, considered the information outlined within the Staff Report and testimony received from the public, and the Commission being otherwise well and sufficiently advised in the premises, hereby finds as follows:

**NOW THEREFORE**, the Rezone application to rezone two parcels, Lots EA3 006 and EA3 007 within Eastern Area 3, commonly known as 3689 Trinity Drive and 3661 Trinity Drive, in the County of Los Alamos, New Mexico, **IS HEREBY RECOMMENDED FOR**

**APPROVAL TO THE COUNTY COUNCIL.**

In support of this **FINAL ORDER**, the Commission issues the following:

**I. FINDINGS OF FACT:**

1. The application REZ-2021-0014 is a request to amend the Official Los Alamos County Zoning Map by zoning two county-owned parcels to M-U from P-L (Lot EA3 006) and R-3-L (EA3 007).
2. Los Alamos County is the legal owner of the subject properties (EA3 006 and EA3 007) commonly referred to as 3689 and 3661 Trinity Drive.
3. The proposed zone Mixed-Use (M-U) conforms to the Comprehensive Plan: Core Themes and Economic Development by providing an opportunity for infill that accommodates a varied housing expansion and encouragement for business growth.
4. The 2018 Future Land Use Map identifies the Mixed-Use zoning district as the zoning designation to accomplish the county's established goals for these properties.
5. Consideration was given to the existing and programmed capacity of on-site and off-site public services and facilities by the Interdepartmental Review Committee. Further in-depth technical review will be conducted by the Interdepartmental Review Team to ensure adequate services during a site plan submittal.
6. The Mixed-Use zoning would not be detrimental to the health, safety or general welfare of the persons residing or working adjacent to or within the proximity of the properties, as it would be within character of the surrounding area and accommodates uses currently allowed within the vicinity, such as office, commercial and residential. The single-family residential adjacent (west) has been full informed and noticed of the proposed development on this site, per the provisions within §16-192. The development of these vacant lots would include any safety concerns to be reviewed in detail at a site plan submittal.
7. The passage of Ordinance 705 by Los Alamos County Council for the Purchase, Sale and Development of the properties to a private developer to achieve a mixed-use development warrants the proposed change.
8. A mix of uses is present with office to the east; residential on the west; and a mix of residential, office and commercial across Trinity Drive, north. The Mixed-Use zoning would be consistent with the surrounding zoning where the M-U designation currently exists to the south.



9. The public hearing was held in a virtual format to comply with the New Mexico Department of Health's public emergency order governing mass gatherings because of the COVID-19 pandemic.
10. Notice of this public hearing, setting forth the nature of the request, the specific parcel of property affected, and the date, time and place of the public hearing, was announced and published in The Los Alamos Daily Post, the official newspaper of record; and property owners of real property located within 100 yards of the subject property were notified of this public hearing by U.S. mail, all in accordance with the requirements of §16-192 of the Los Alamos County Development Code.

## II. CONCLUSIONS OF LAW

After full hearing and consideration, the Planning and Zoning Commission finds that the Applicant has met each applicable Amendment to the Official Zoning Map Review Criteria contained in §16-155 of the Los Alamos County Development Code and is acting under the authority granted it by §16-452(b)(1)(a) of the Development Code.

APPROVED this 13th day of May, 2021.

BY: Beverly Neal-Clinton, Acting Chair  
BEVERLY NEAL-CLINTON, ACTING CHAIR  
PLANNING AND ZONING COMMISSION  
INCORPORATED COUNTY OF LOS ALAMOS



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

June 08, 2021

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**Agenda No.:** B.

**Index (Council Goals):**

**Presenters:** Paul Andrus, Community Development Director

**Legislative File:** RE0459-21

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### **Title**

Incorporated County of Los Alamos Resolution No. 21-06: A Resolution Making Certain Findings and Determinations Pursuant to the Metropolitan Redevelopment Code, and Designating White Rock Downtown as a Metropolitan Redevelopment Area

### **Recommended Action**

**I move that Council approve Resolution No. 21-06 that Supports the Establishment of a Metropolitan Redevelopment Area in White Rock.**

### **County Manager's Recommendation**

The County Manager recommends that Council approve Resolution No. 21-06 as requested.

### **Body**

Representatives from Mainstreet Los Alamos and New Mexico Mainstreet Program presented an overview of a proposed Metropolitan Redevelopment Area Designation for the White Rock Town Center.

The approval of Resolution No. 21-06 designates the boundaries of the proposed MRA District and provides the authority to move forward with the development of a MRA Plan as prescribed by New Mexico State law. Formal establishment of the MRA District occurs after the Plan has been completed and adopted by County Council at Public Hearing.

### **Alternatives**

Council could choose not to approve Resolution No. 21-06.

### **Attachments**

A - Resolution No. 21-06

B - Public Notice of Resolution

**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 21-06**

**A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS PURSUANT TO THE METROPOLITAN REDEVELOPMENT CODE, AND DESIGNATING WHITE ROCK DOWNTOWN AS A METROPOLITAN REDEVELOPMENT AREA**

**WHEREAS**, Section 3-60A-8 NMSA 1978 of the Metropolitan Redevelopment Code (Sections 3-60A-1 through 3-60A-48 NMSA 1978) states: “A municipality shall not prepare a metropolitan redevelopment plan for an area unless the governing body by resolution determines the area to be a blighted area, and designated the area as appropriate for a metropolitan redevelopment project.”; and

**WHEREAS**, the Incorporated County of Los Alamos (“County”), Los Alamos MainStreet, and New Mexico MainStreet, and its employees, have for some time engaged in a study of blighted areas within the White Rock MainStreet District, and have submitted their findings and recommendations concerning the area detailed in the Designation Report which was included in the packet for the August 18, 2020 County Council Work Session, a copy of which is attached hereto as Exhibit “A”; and

**WHEREAS**, pursuant to Section 30-60A-8 NMSA 1978 of the Metropolitan Redevelopment Code, the County Council caused to be published in the Los Alamos Daily Post, a newspaper of record for County, a notice containing a general description of the proposed Downtown Metropolitan Redevelopment Area and the date, time and place where the County Council will hold a public hearing to consider the adoption of this Resolution; and

**WHEREAS**, the boundaries of the White Rock Downtown Metropolitan Redevelopment Area are explicitly delineated in Exhibit “B”, attached hereto; and

**WHEREAS**, the County Council has considered the findings and determinations of the Designation Report and all comments made at the public hearing concerning the conditions that exist in the proposed Metropolitan Redevelopment Area.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY** that:

1. The County Council finds and determines that there are blighted areas in downtown White Rock, as delineated in Exhibit “B”, attached hereto, due to deteriorated structures, sites and other declining improvements, unsafe conditions, long term consequences of obsolete and impractical planning and platting, and low levels of commercial activity that substantially impair and arrest the sound growth and economic well-being of the area and the County.
2. The County Council finds and determines that these blighted areas would benefit from a metropolitan redevelopment project or projects, that the designation of a Metropolitan

Redevelopment Area is appropriate and necessary in the interests of public health, safety, and welfare, and it hereby designates a Downtown Metropolitan Redevelopment Area.

3. The County Council designates the boundaries of the Downtown Metropolitan Redevelopment Area to be as delineated in Exhibit "B".
4. If any section paragraph, sentence, clause, word or phrase of this Resolution is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this resolution. The County Council hereby declares that it would have passed this Resolution and each section, paragraph, sentence, word or phrase thereof irrespective of any provisions being declared unconstitutional or otherwise invalid.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of June 2021.

**COUNCIL OF THE INCORPORATED  
COUNTY OF LOS ALAMOS, NEW MEXICO**

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**Randall T. Ryti,  
Council Chair**

**ATTEST:**

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

Exhibit "A" - MRA Designation Report  
Exhibit "B" - MRA Boundary

# White Rock Commercial Center Metropolitan Redevelopment Area (MRA) Designation Report

August 3, 2019

Prepared for: Los Alamos County Los Alamos MainStreet

Technical Assistance Provided by:

**groundworkstudio**

*Funding for this report is provided  
from NM MainStreet/Economic  
Development Department through  
its State Legislative appropriation.*

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# I. Introduction

White Rock is a Census Designated Place (CDP) located in the incorporated County of Los Alamos. The community was established in 1960s as a new bedroom community for the nearby Los Alamos townsite, which was formally established during World War II for the Manhattan Project. White Rock had 5,725 residents in 2010 and complements nearby Los Alamos, which has a population of 12,000 residents. Los Alamos County as a whole had a population of approximately 18,000 in 2010, with the daytime population growing to approximately 28,000 residents due to the large number of employees at Los Alamos National Lab (LANL) and other daily commuters.

The White Rock Commercial Center was first developed in the 1970s and has gone through several cycles of investment and disinvestment. Although Los Alamos County is one of the more affluent counties in New Mexico by household income, the Commercial Center has stagnated and declined over the last 20 years due to a variety of factors, including underinvestment by property owners, a small market base to support additional commercial uses (due to local and regional competitors), street connectivity issues, a lack of affordable housing, and some issues with the visual appearance of the Center's aging buildings and infrastructure.

The White Rock Center Master Plan/Economic Development Strategy was completed in 2008 to provide a blueprint for redevelopment of the Commercial Center area. Among many goals, the Plan clearly identified redevelopment of the White Rock Center as a community need and longstanding goal. Since then, some of the objectives of the Master Plan have been completed, many of the primary goals of the plan have not yet been fulfilled. This has prompted Los Alamos County to begin a new master planning process for the Commercial Center in the Summer of 2020. In addition to this master planning process, the designation of the Study Area as a Metropolitan Redevelopment Area would help further the goals of Los Alamos and help enable the redevelopment envisioned by the County and its residents.

## 1. Purpose

The purpose of this report is to determine the barriers that prevent private investment in this area and how Los Alamos County might promote future redevelopment of underutilized properties. This report evaluates approximately 40 acres in the White Rock Commercial Center for potential designation as a Metropolitan Redevelopment Area (MRA).

The State of New Mexico has several statutes that are intended to help municipalities in New Mexico promote economic development and redevelopment in areas where such activity is inhibited by a variety of factors. The Urban Development Law (§3-46-1 to §3-46-45 NMSA 1978), the Community Development Law (§3-60-1 to §3-60-37 NMSA 1978), and the New Mexico Metropolitan Redevelopment Code (§3-60A-1 to §3-60A-48 NMSA 1978) enable municipalities to implement strategies and projects to eliminate blight. Because the Urban Development Law and the Community Development Law are closely associated with specific Federal renewal programs, the preferred approach for Los Alamos County to accomplish its goals for the Commercial Center is through the powers conferred by the Metropolitan Redevelopment Code.

The New Mexico Metropolitan Redevelopment Code (§3-60A-1 to 3-60A-48 NMSA 1978) provides cities in New Mexico with the powers to correct conditions in areas or neighborhoods within municipalities which “substantially impair or arrest the sound and orderly development” within the municipality. These powers can help reverse an area's decline and stagnation; however, the municipality may only use these powers within a designated Metropolitan

Redevelopment Area (MRA). Designation of an MRA is based on findings of “slum or blight” conditions, as defined in the Metropolitan Redevelopment Code (§3-60S-8). The criteria set by the Code for a “blighted” area include both physical conditions and economic conditions.

As defined in the Code,

*"Blighted area" means an area within the area of operation other than a slum area that, because of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or lack of adequate housing facilities in the area or obsolete or impractical planning and platting or an area where a significant number of commercial or mercantile businesses have closed or significantly reduced their operations due to the economic losses or loss of profit due to operating in the area, low levels of commercial or industrial activity or redevelopment or any combination of such factors, substantially impairs or arrests the sound growth and economic health and well-being of a municipality or locale within a municipality or an area that retards the provisions of housing accommodations or constitutes an economic or social burden and is a menace to the public health, safety, morals or welfare in its present condition and use.*

## **2. Boundaries of MRA Study Area**

The Study Area consists of approximately 40 acres, made up of 71 parcels. The boundaries were selected in the summer of 2018 by staff from Los Alamos MainStreet in consultation with New Mexico MainStreet Technical Assistant associates. The boundaries follow the extend of the Los Alamos MainStreet – White Rock District. Beginning at the intersection of NM Highway 4 and Sherwood Blvd., the legal description of the MRA Study Area boundary is:

1. South on Sherwood Blvd. to the northern edge of residential property parcels on the north side of Aztec Ave.
2. East along the northern edge of residential property parcels on the north side of Aztec Ave.
3. North to the southern loop of Longview Drive.
4. Northeast along Longview Drive to intersection with Bonnie View Dr.
5. East and Southeast along Longview Drive to Rover Blvd.
6. North on Rover Blvd. to Meadow Lane.
7. East on Meadow Lane to westernmost edge of residential property parcels.
8. North along westernmost edge of residential property parcels to NM Highway 4
9. West on NM Highway 4 to Sherwood Blvd. and point of beginning.

Figure 1. Study Area Boundaries



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**WHITE ROCK CENTER MRA DESIGNATION**

Existing Conditions Assessment - Updated 8/3/2020

 Proposed MRA Boundaries



### **3. Summary of Findings**

An assessment of the Study Area was conducted in September 2019 (and updated in July 2020) to document the physical conditions within the White Rock Commercial Center and at the subject properties. The assessment, combined with business, economic, and housing data, demonstrates that the properties included in the analysis exhibit a combination of factors that contribute to blight. Because current conditions within the Study Area inhibit sound development of the Center, the redevelopment of the Study Area is necessary and in the interest of the welfare of the residents of Los Alamos County.

The powers granted to municipalities in New Mexico through the Metropolitan Redevelopment Act are intended to enable municipalities to promote economic activity in areas like the Study Area, where growth and development are hindered by physical, economic, and other conditions. The Metropolitan Redevelopment Act provides a number of tools for municipalities to use to help eliminate conditions of blight in designated areas, including the ability to acquire land, assist in land assembly, offer financial incentives and provide public improvements to encourage and promote industry, trade, or other economic activity.

The analysis contained in this report and summarized below shows that the following conditions have inhibited new development and redevelopment in the Study Area and impaired the sound growth of the White Rock Commercial Center and the economic health and well-being of the Los Alamos County as a whole.

#### **LOW LEVELS OF COMMERCIAL ACTIVITY OR REDEVELOPMENT**

There are multiple vacant storefronts and properties within the MRA study area. During a site assessment conducted in September 2019, 31 out of 71 lots were identified as vacant or underutilized. These vacant lots, along with otherwise occupied multitenant storefronts, account for approximately 17 vacant storefronts, which includes vacant offices, restaurant uses, and other commercial buildings. A majority of these vacant properties are along Longview Drive and Bonnie View Drive, along with a few vacant storefronts in the White Rock Shopping Center building.

In addition, many of the buildings within the MRA are in poor condition, out-of-date, or otherwise dilapidated. This includes several obsolete office buildings along Longview Drive that need significant improvements to attract new tenants. The poor condition of the buildings, along with other infrastructure, connectivity and platting issues within the MRA, contribute to ongoing, low levels of commercial activity and create a disincentive to new private investment.

#### **DETERIORATION OF SITE OR OTHER IMPROVEMENTS**

There is a general deterioration of public improvements within the MRA, which includes damaged or missing sidewalks, non-ADA compliant ramps, drainage issues, and unmaintained landscape improvements. Pavement conditions of internal streets including Longview Drive and Bonnie View Drive are also poor.

#### **PREDOMINANCE OF DEFECTIVE OR INADEQUATE STREET LAYOUT**

The street layout within the MRA is not conducive to connectivity or accessibility to businesses. The layout of Bonnie View Drive and Longview Drive are both meandering and make navigating the area confusing and less accessible to visitors.

#### **OBSOLETE OR IMPRACTICAL PLANNING AND PLATTING**

Along with the inadequate street layout of the MRA, the overall planning and platting of the area is obsolete and impractical. This has created challenges to redeveloping and

changing the land use mixture of the MRA. Since the White Rock Center Master Plan was adopted in 2008, many of the proposed land use changes and site improvements have not come to fruition. Although public improvements along State Highway 4 and public buildings have been completed, private investment has continued to decline since the Plan was adopted.

#### UNSANITARY OR UNSAFE CONDITIONS

Conditions in the MRA are generally safe, although signs of illegal dumping on vacant lots was documented during the site assessment in September 2019.

#### IMPROPER SUBDIVISION OR LACK OF ADEQUATE HOUSING FACILITIES IN THE AREA

As outlined in the 2008 Master Plan and the more recent Los Alamos County Comprehensive Plan, there is a lack of adequate and affordable housing throughout Los Alamos County. This includes a lack of multi-family buildings that could provide housing to the large commuter population that works at the major area employers such as LANL. Providing more housing within the MRA would help alleviate the demand for more housing in the County.

Based on the findings of the designation report, a Metropolitan Redevelopment Area Plan should be carried out to aid in the elimination and deterrence of blight in the Study Ar



## II. Existing Conditions Assessment

An assessment of the Study Area was conducted in September 2019 and updated in July 2020 to document the physical conditions within the White Rock Commercial Center. This assessment was conducted by the New Mexico MainStreet consultant team and Los Alamos MainStreet staff. The following narrative summarizes the predominate physical conditions that were identified in the Study Area. Additional information on the current demographics, economic conditions, and housing in the Los Alamos County are also included to support the creation of a Metropolitan Redevelopment Area (MRA) District and MRA Plan.

### 1. Building Conditions

Many of the buildings within the MRA are in poor condition, out-of-date, or otherwise dilapidated. This includes several obsolete office buildings along Longview Drive that need significant improvements to attract new tenants. These buildings may include inadequate floor layouts, or internal issues such as outdated electrical, telecommunications, and other equipment that limits their commercial viability as attractive spaces for new tenants. In addition, to rehab these buildings may involve expensive upgrades that current owners may not be ready to invest in given current market conditions. Sadly, as seen with the recently demolished office buildings on Longview Drive, the more viable option for some property owners may be to demolish these outdated buildings. Overall, the poor condition of the buildings, along with other infrastructure, connectivity and platting issues within the MRA, contribute to ongoing, low levels of commercial activity and create a disincentive to new private investment.



Figure 2. The White Rock Business Plaza site, which currently has several vacant storefronts and buildings that are outdated and need improvements to attract new tenants.

## 2. Vacant & Underutilized Properties

There are multiple vacant storefronts and properties within the MRA boundaries. During the first site assessment conducted in September 2019 and updated in July 2020, 31 out of 71 lots were vacant or underutilized. Underutilized lots indicate properties that have structures that are partially occupied for temporary uses and community space but do not have commercial viability without major building improvements.

Overall, vacant and underutilized lots, along with otherwise occupied multitenant storefronts, account for approximately 17 vacant storefronts, which includes vacant office space, restaurant uses, and other commercial buildings. A majority of these vacant properties are along Longview Drive and Bonnie View Drive, along with a few vacant storefronts in the White Rock Shopping Center building. Some of these properties, including the former McDonalds, and the White Rock Business Plaza have struggled to retain tenants for the last several years.

A list of vacant and underutilized buildings observed, include the following, with the approximate number of vacant storefronts indicated in parentheses:

- The White Rock Shopping Center is underutilized, with at least one vacant storefront (1).
- The building currently occupied by the “Northern New Mexico Revival Center” is underutilized (1).
- The office building behind Metzger’s Hardware store is vacant (2).
- The former Time Out Pizzeria (originally a McDonalds) building is closed (1).
- The office adjacent to the Pizza Hut and the bank building on Bonnie View Drive appears to have a vacancy (1).
- A vacant office building at the intersection of Bonnie View Drive and Longview Drive (3).
- Multiple vacant office structures and sites along Longview Drive, including the recently demolished office structures (6).
- The White Rock Business Plaza is underutilized, with at least two storefronts currently vacant (2).



Figure 3. Vacant lot and former parking spaces of lot along Longview Drive.





Figure 4. Recently demolished office building site along Longview Drive.



Figure 5. Office building along Longview Drive that was recently demolished due to multiple issues with the building.

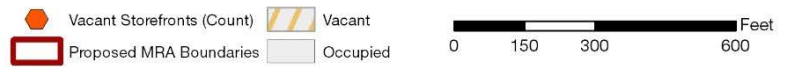


Figure 6. Vacant Sites and Storefronts.



**WHITE ROCK CENTER MRA DESIGNATION**

Existing Conditions Assessment - Updated 8/3/2020



**3. Infrastructure & Transportation Conditions**

There is a general deterioration of public improvements within the MRA, which includes damaged or missing sidewalks, non-ADA compliant ramps, drainage issues, and unmaintained landscape improvements. For example, there are many missing and/or disconnected sidewalks along Longview Drive, which makes it hard for pedestrians or those with disabilities to navigate this area. In addition, maintenance and care of the arroyo channel and trail could be improved to make this a public amenity.

The street layout within the MRA is not conducive to connectivity or pedestrian accessibility to businesses. The layout of Bonnie View Drive and Longview Drive are both meandering and make navigating the area confusing and less accessible to visitors. Overall, pavement conditions of internal streets including Longview Drive and Bonnie View Drive are also poor. Along with the inadequate street layout of the MRA, the overall planning and platting of the area is obsolete and impractical. This has created challenges to redeveloping and changing the land use mixture of the MRA. Since the White Rock Center Master Plan was adopted in 2008, many



of the proposed land use changes and site improvements have not come to fruition. Although public improvements along State Highway 4 and public buildings have been completed, private investment has continued to decline since the plan was completed. This has prompted Los Alamos County to begin a new master planning process in the summer of 2020 for the Commercial Center.



Figure 7. Degraded sidewalk conditions along the south edge of the Smith’s Grocery property.



Figure 8. Degraded site improvements and overgrown landscaped areas along Bonnie View Drive.

## **4. Planning & Zoning**

The White Rock Center Master Plan/Economic Development Strategy was completed in 2008 to provide a blueprint for redevelopment of the Commercial Center area. The Plan called for a change in the land uses for the area with a focus on a new commercial/mixed-use node at the intersection of NM Highway 4 and Sherwood Boulevard. The Plan also called for redevelopment of properties to the south of Longview Drive as residential uses. Additional office uses were identified for the White Rock Shopping Center and the Del Norte Credit Union property to the east of Rover Boulevard (undeveloped at the time).

Some of the identified improvements and land use changes have been completed since the Plan was adopted. This includes the development of the White Rock Visitor Center property to the north of NM Highway 4, the development of the White Rock Library property at NM 4 and Sherwood Boulevard, and the development of the Del Norte Credit Union. Other improvements have not yet come to fruition, including redevelopment of existing properties along Longview Drive and Bonnie View Drive. However, the residential and commercial area envisioned to the north of NM Highway 4 is currently being developed.

To revisit redevelopment scenarios for the area, Los Alamos County began a new master planning process in the summer of 2020 for the Commercial Center, as well as for Downtown Los Alamos. This plan will include new strategies for redevelopment of the area and complement a County-wide Development Code update designed to incentivize new development.

### **ZONING**

The zoning of the White Rock Center includes three commercial zones (C-2, C-2, C-3), a higher density multifamily zone (R-3-H), the downtown center overlay zone (DT-NCO), and public land (P-L) (see Table 1, below). To facilitate the redevelopment of the Study Area, including more residential uses may require rezoning of commercially zoned parcels that disallow residential development. This primarily includes the C-2 zoning along Longview Drive. In addition, the County has begun a process to update its Development Code, which may include revisiting the zoning districts for the Commercial Center.



Figure 9. Existing Zoning in MRA Study Area

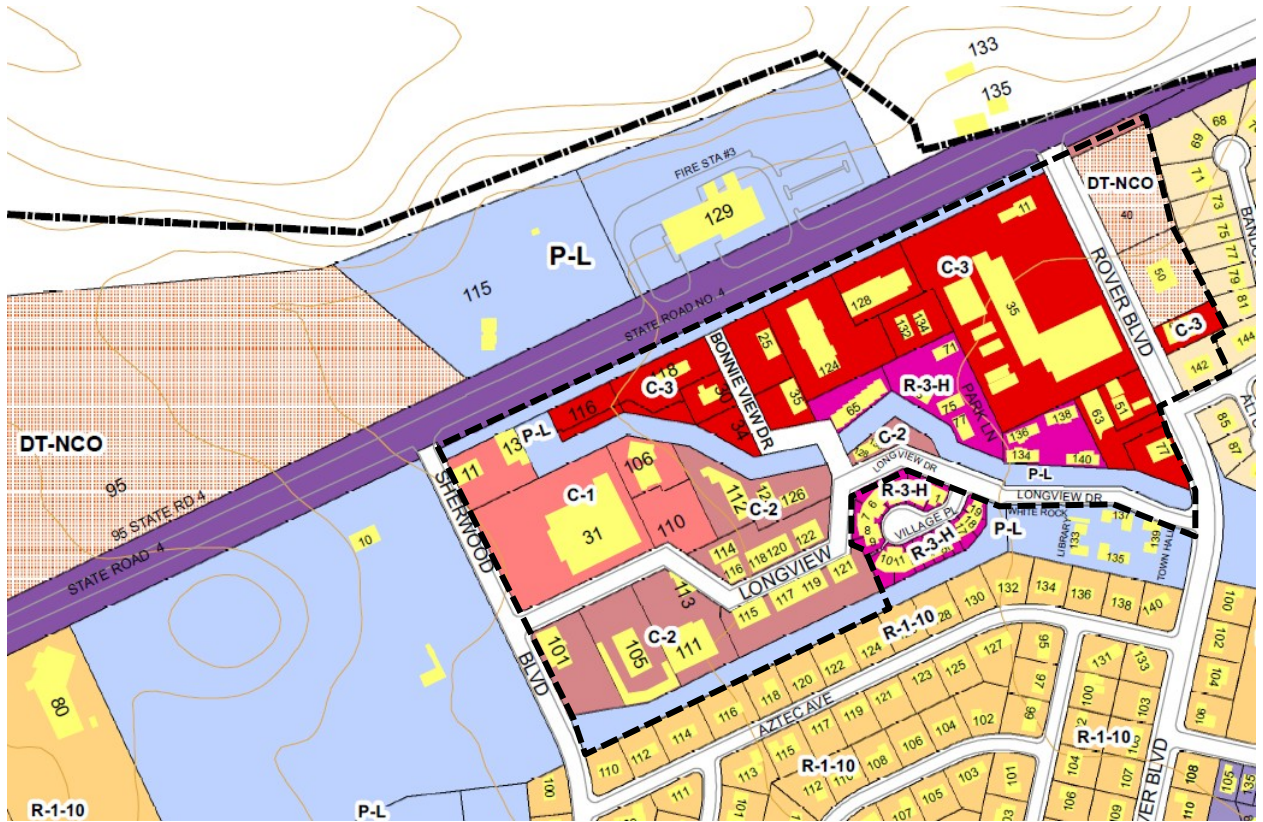


Table 1. District Zoning	Commercial Uses	Single-Family Residential	Multi-family Residential	Other Uses
C-1: Light commercial and professional business district	Allowed	Prohibited	Prohibited	
C-2: Civic center business and professional district	Allowed	Prohibited	Prohibited	
C-3: Heavy commercial district	Allowed	Prohibited	Prohibited	
R-3-H: Multiple-family residential (high density)	Some Accessory Uses	Allowed	Allowed	
DT-NCO: Downtown district - Neighborhood center overlay zone	Allowed	Allowed	Allowed	
P-L: Public land district	Prohibited	Prohibited	Prohibited	Parks, Public Facilities

## 5. Economic Conditions

In addition to the physical conditions present in the Study Area, economic conditions within Los Alamos County warrant the designation of the area as a Metropolitan Redevelopment Area. The following section identifies key economic indicators that are present in Los Alamos County, the White Rock Census Designated Place (CDP) and within the Study Area. Data is derived from the U.S. Census Bureau, Los Alamos County, and UNM Bureau of Business and Economic Research (BBER). Due to the small size of the Study Area and the small sample sizes available, data presented here represents the entire County unless otherwise noted.

### DEMOGRAPHIC OVERVIEW

According to U.S. Census Bureau population estimates, the population of White Rock has hovered around 6,000 residents since 2010. Although the official population count will be determined during the upcoming 2020 Census, these estimates point to a relatively stable population.

Within the Study Area, there are only three smaller apartment complexes (covering 2.2-acres) that represent very few households. Table 2 below shows the primary demographic characteristics of White Rock, Los Alamos County and the State of New Mexico. The median age of residents in White Rock CDP is 45.5 years, which is significantly above the state median age of 37.3 years. The number of residents 65 years and older is 18.9% vs. 15.8% for New Mexico.

However, the percentage of youths under 18 years old is similar to the state (24.5% vs. 23.9% for the state).

Table 2. Demographic Overview	White Rock CDP	Los Alamos County	New Mexico
Total Population (2010)	5,725	17,950	2,059,179
Population Estimate (2018)	N/A	19,101	2,095,428
Male	48.8%	50.7%	49.5%
Female	51.2%	49.3%	50.5%
Under 18 Years Old	24.5%	23.1%	23.9%
65 Years and Older	18.9%	17.2%	15.8%
Median Age	45.5	43.0	37.3
Total Households (2010)	2,286	7,663	791,395
Family Households (%)	77.8%	67.8%	65.5%
Non-family Households (%)	22.2%	32.2%	34.5%
Average Household Size	2.50	2.33	2.55

Source: 2013-2017 American Community Survey 5-Year estimates. U.S. Census 2010

### HOUSING

Housing is a key concern in Los Alamos County due to both the high cost of housing and the general lack of available housing in the County. The high housing costs and limited number of units have led to a large commuter population that works at LANL or other area employers but lives outside the County (in both Santa Fe and Rio Arriba counties).

According to the [Los Alamos County Comprehensive Plan](#), the construction of additional affordable and market rate housing is a clear need for Los Alamos County and White Rock.

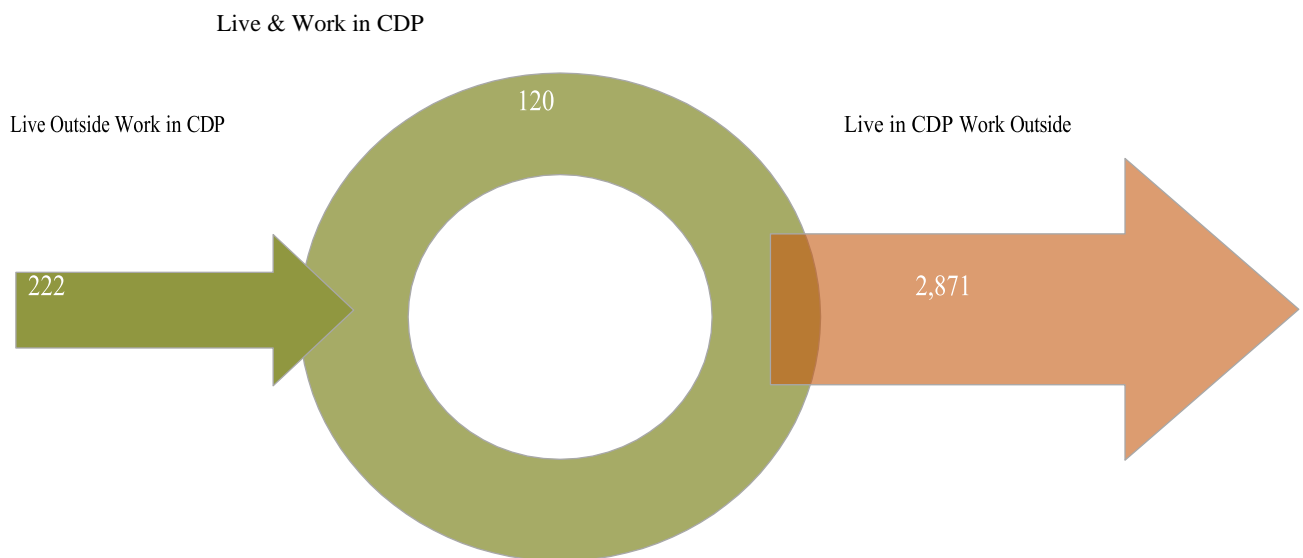
Within White Rock, there are an estimated 2,361 total housing units, of which, only 48 are estimated to be in the Study Area. Of the estimated 2,361 total housing units, approximately 146 (6.2%) are estimated to be vacant, a low percentage compared to the state average. The total number of housing units in Los Alamos County is estimated to be 8,370 and the County's vacancy rate is estimated to be approximately 10%. The percentage of renter households that pay over 30% of their incomes on housing costs is very high compared to the state average. Households that pay more than 30% of income on housing are typically considered "cost-burdened" by the Housing and Urban Development Department (HUD). For renters, it is estimated that approximately 54.8% of households pay more than 30% of household income on housing. For homeowners with a mortgage, approximately 14.9% of households pay more than 30% of household income on housing. The high percentage of cost-burdened renter households and the low number of local jobs filled by residents (see below) shows that there is a high need for additional rental housing in White Rock.

### BUSINESS ACTIVITY & REGIONAL ECONOMY

According to the White Rock Center Master Plan/Economic Development Strategy, there is a large but untapped market potential for the White Rock Center. Although over 10 years old, the Report estimated that the Center could support between 15,000 to 100,000 square feet of additional retail space. Demand is generated by the high incomes in White Rock for existing residents as well as the large commuter population to Los Alamos County. In addition, the limited amount of developable land in Los Alamos County makes it important to reinvest in existing commercial sites for both additional commercial development as well as potential mixed use and/or higher density housing.

U.S. Census Data on jobs and commuting data in White Rock reveals that there is a large discrepancy between the number of residents who live and work in the CDP and the number of residents who live in White Rock but commute each day to jobs elsewhere. As shown in Figure 10, this "inflow/outflow" analysis shows that approximately 96% of residents have jobs elsewhere and up to 65% of jobs in White Rock are held by those who live outside the CDP boundaries.

Figure 10. Inflow/Outflow Analysis for White Rock, 2015 Jobs Data



Source: U.S. Census Bureau, Center for Economic Studies, OnTheMap Application, 2015

### **III. Conclusion**

This report demonstrates the existing conditions within White Rock Center meet the criteria for “blighted” area designation as defined by the Metropolitan Redevelopment Code (3-60A-8). The conditions described in this report detail a combination of factors which “...substantially impairs or arrests the sound growth and economic health and well-being of a municipality or locale within a municipality or an area that retards the provisions of housing accommodations or constitutes an economic or social burden and is a menace to the public health, safety, morals or welfare in its present condition and use...”

The designation of the White Rock Metropolitan Redevelopment Area will therefore assist the community in achieving multiple goals outlined in the County’s Comprehensive Plan and previous planning documents.

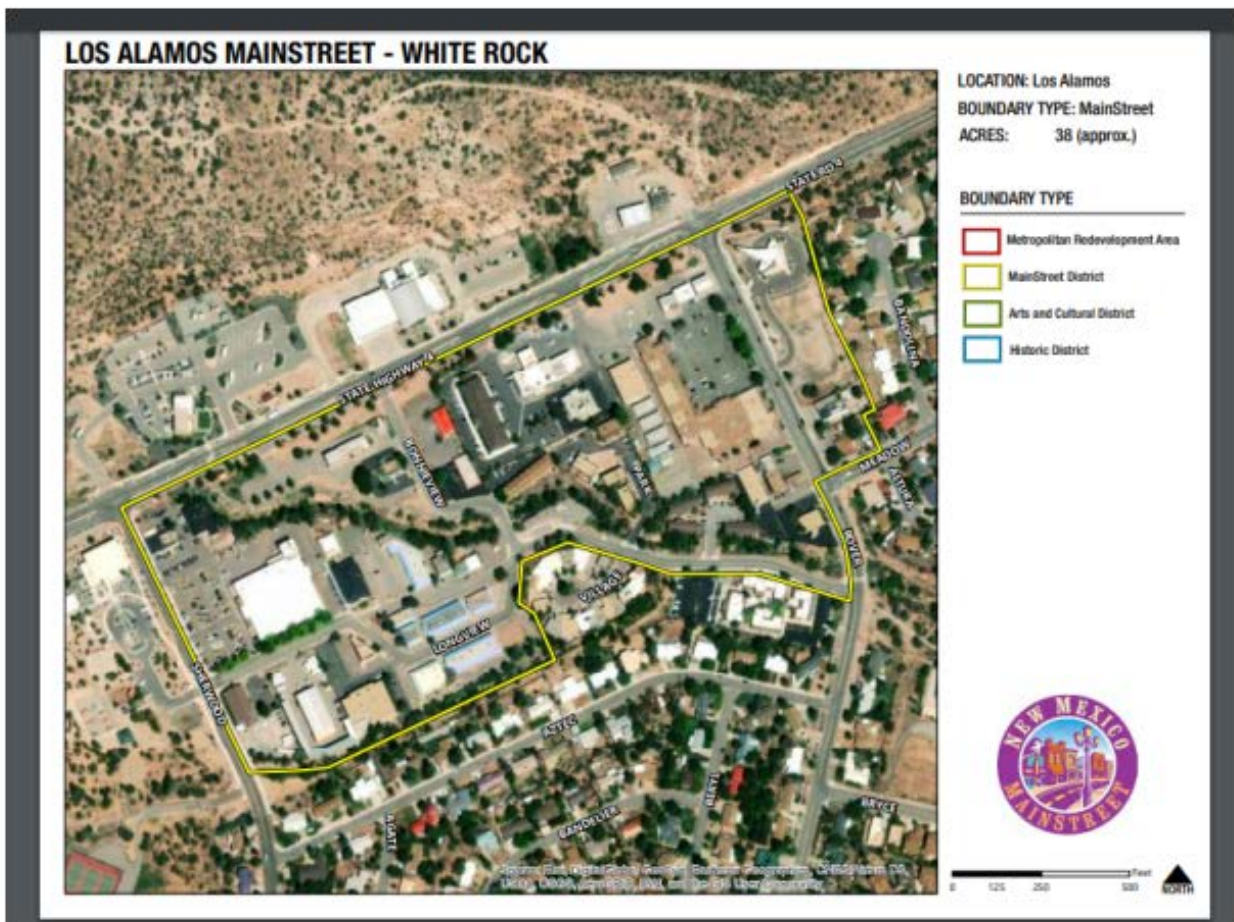
With the powers made available to municipalities by the New Mexico Metropolitan Redevelopment Code, Los Alamos County will be working with the private sector to create opportunities for new housing, assist in preserving existing businesses in the area, expand the business community and implement public improvements and investments in the commercial center.



## Exhibit B – White Rock MRA Boundaries

White Rock MRA Boundaries From the intersection of NM Highway 4 and Sherwood Blvd. the boundary is:

- South on Sherwood Blvd. to the northern edge of residential property parcels on the north side of Aztec Ave.
- East along the northern edge of residential property parcels on the north side of Aztec Ave.
- North to the southern loop of Longview Drive.
- Northeast along Longview Drive to intersection with Bonnie View Dr.
- East and Southeast along Longview Drive to Rover Blvd.
- North on Rover Blvd. to Meadow Lane.
- East on Meadow Lane to westernmost edge of residential property parcels.
- North along westernmost edge of residential property parcels to NM Highway 4
- West on NM Highway 4 to Sherwood Blvd.





**NOTICE OF RESOLUTION NO. 21-06  
STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS**

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Resolution No. 21-06. This will be considered by the County Council at a virtual meeting on Tuesday, June 8, 2021, at 6:00 p.m., at 1000 Central Ave, Los Alamos, New Mexico 87544. The format used will comply with the New Mexico Department of Health's public emergency order governing mass gathering because of COVID-19. Public, in-person attendance will not be allowed. Members of the public can view the agenda and live stream the meeting using this link below: <http://losalamos.legistar.com/Calendar.aspx> The meeting will also be broadcast live on cable television on PAC-8, the local community station. Members of the public wishing to attend may participate and provide public comment via Zoom, by linking to the following URL address, or by calling the conference call lines listed below:

<https://zoom.us/j/97663716072>

Or One tap mobile:

US: +12532158782, 97663716072# or +13462487799, 97663716072#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656

Webinar ID: 976 6371 6072

The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 21-06  
A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS PURSUANT TO THE  
METROPOLITAN REDEVELOPMENT CODE, AND DESIGNATING WHITE ROCK DOWNTOWN AS A  
METROPOLITAN REDEVELOPMENT AREA**

Council of the Incorporated County of Los Alamos

By: /s/Randall T. Ryti, Council Chair

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

**Publication Date: Thursday, May 6<sup>th</sup> & 13<sup>th</sup>, 2021**



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

June 08, 2021

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**Agenda No.:** 1)  
**Index (Council Goals):** \* 2021 Council Goal - N/A  
**Presenters:** County Council - Regular Session and James Robinson  
**Legislative File:** 14203-21

---

### Title

Board/Commission Appointment(s) - Board of Public Utilities.

### Recommended Action

**I nominate Daniel Holladay (D), David Sarnowski (R), and Cornell Wright ( I ) to fill one vacancy on the Board of Public Utilities and move that Council appoint one nominee to the vacant position as follows:**

**By roll call vote, Councilors vote for one nominee, and the nominee with the highest total of four or more votes will be appointed to fill the term beginning July 1, 2021 and ending June 30th, 2026.**

### Body

The purpose of this item is to fill one vacancy on the Board of Public Utilities (BPU).

This vacancy represents a partial term currently held by Mr. Cornell Wright, which will end on June 30, 2021. Mr. Wright replaced Ms. Kathleen Taylor, who was appointed to her first term on July 1, 2016 and resigned on June 17, 2020. Ms. Taylor replaced Mr. David Powell, who served one full term.

This five-member board serves staggered five-year terms beginning July 1st and ending June 30th. The current members (and party affiliations) are: Stephen McLin (R), Eric Stromberg (R), Stephen Tobin (D), Carrie Walker (D) and Cornell Wright ( I ).

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 the nominees will not violate the County Charter restriction concerning political party majorities on Boards and Commissions. Given the current makeup of the Board of Public Utilities, nominees may have any party affiliation.

All applicant party affiliations have been verified with the Clerk's Office and the BPU appointment process is outlined in Attachment A.

**The following applicants are presented to Council for their consideration:**

Daniel Holladay (D) - new applicant

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David Sarnowski (R) - new applicant  
Cornell Wright (I) - incumbent

**All of the applicants were interviewed on May 6, 2021. The interview committee was comprised of the following:**

Stephen McLin, BPU Vice-chair  
James Robinson, BPU Council Liaison  
David Reagor, Councilor  
Philo Shelton, Utilities Manager

**After careful consideration, the interview committee recommends Cornell Wright to fill the vacancy on the Board of Public Utilities.**

**Attachments**

- A - Appointment Process for BPU
- B - BPU Vacancy Brochure
- C - Board of Public Utilities Member List
- D - Application Packet for Daniel Holladay
- E - Application Packet for David Sarnowski
- F - Application Packet for Cornell Wright
- G - Interview Committee Recommendation Form

**Los Alamos County Council Appointment Process for  
Selection of Board of Public Utilities Members**

1. When there is a vacancy on the Board of Public Utilities (BPU), the County Council will solicit letters of interest and applications from the public.
2. When the recruiting process is complete, the County Council will appoint a screening committee to screen the applicants. Members of the screening committee will consist of two County Councilors, one of which shall be the Councilor liaison to the BPU, and the second appointed by the Council Chair, one BPU member, and the DPU Manager. The screening committee is to develop a set of interview questions specific to this board position and that appropriately demonstrates the applicants' skills, knowledge, and interest in the position.
3. After the screening committee screens the applicants, in a public meeting as prescribed in the Open Meetings Act, it is to provide its recommendations of the best applicants for the position to the County Council in writing. The County Council will consider between two and six applicants.
4. The County Council will then schedule a public interview and decision process at an upcoming council meeting.
5. At the appointed Council meeting, the applicants will attend and present their application to the Council using the following process:
  - Each applicant will make a three-minute statement to share their interest and qualifications for the position.
  - Applicants will then answer questions from the County Council. Each applicant will answer each question. Questions will be prepared in advance. Follow up questions are allowed if further clarification is needed.
  - There will be an opportunity for public comment after applicants have made their statements and answered questions.
  - After public comment, the Council will take a roll call vote.
  - The applicant with the most votes will be appointed to the Board of Public Utilities.
  - In order to be selected, an applicant must receive a minimum of four (4) votes. If no applicant receives four (4) votes after the first roll call vote, the applicant with the fewest votes will be eliminated and the Council will take additional roll call votes until a final selection is made.

## APPLICATIONS

COMPLETE THE ONLINE APPLICATION AT

[ladpu.com/BPUApplication](http://ladpu.com/BPUApplication)

All applications for Los Alamos County Boards & Commissions are now submitted only electronically online. Hard-copies are not available. If you require assistance to complete an application, please contact

Kathy Casados at

(505) 662-8136 or [kathy.casados@lacnm.us](mailto:kathy.casados@lacnm.us).

## HOW DO I GET MORE INFORMATION?

If you need assistance, DPU and Community Development staff are happy to help you!

Kathy Casados  
DPU

(505) 662-8136

[kathy.casados@lacnm.us](mailto:kathy.casados@lacnm.us)

Barbara Lai  
Community Development  
(505) 663-3436  
[barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)

BPU WEBSITE  
[ladpu.com/BPU](http://ladpu.com/BPU)

DPU WEBSITE  
[ladpu.com/DPU](http://ladpu.com/DPU)

BOARDS, COMMISSIONS & COMMITTEES  
[ladpu.com/boardsandcommissions](http://ladpu.com/boardsandcommissions)

WATCH PAST BPU MEETING VIDEOS  
[ladpu.com/BPUMeetings](http://ladpu.com/BPUMeetings)

In the Search field drop-down, select  
“Board of Public Utilities”

## APPLICATION PROCESS

There is currently one vacancy for the term of July 1, 2021 through June 30, 2026.

Applicants will be contacted to interview with a committee comprised of the BPU Chair, Utilities

Manager, Council Liaison to the BPU and one additional Councilor. The interview committee will make recommendations to Council. Council will then conduct its own interviews at their regular public meeting on June 8th and will appoint the new member to begin serving on July 1st.

## TIMELINE

**\*These dates may be subject to change.**

- **April 19** - Application window opens for two weeks.
- **April 30** - All applications due by **11:59 p.m. (no exceptions)**.
- **May 3** - Begin contacting applicants to schedule interviews.
- **May 13** - Last day for committee to conduct interviews.
- **June 8** - Council conducts interviews and appoints new member at their regular meeting (6:00 p.m.) Applicants must be available on this date.
- **June 16** - Selected appointee attends regular BPU meeting as guest. (5:30 p.m.)
- **July 1** - New member term begins
- **July 21** - BPU meeting (5:30 p.m.)

**\*This timeline and process may be amended to adhere to any COVID-19 emergency orders and directions for social distancing (i.e., remote interviews). Applicants will be notified.**

REPRESENT YOUR COMMUNITY

BE A PART OF SOMETHING THAT MATTERS TO EVERYONE!



# APPLY

FOR THE  
LOS ALAMOS COUNTY

# BOARD OF PUBLIC UTILITIES

Accepting applications from  
April 19 through April 30, 2021

APPLICATIONS DEADLINE  
11:59 P.M. 4/30/2021

**LOS ALAMOS**  
Department of Public Utilities  
Electric, Gas, Water, and Wastewater Services

## What is the BPU?

The Board of Public Utilities (BPU) is the governing body of the Department of Public Utilities (DPU).

Under the jurisdiction and control of the BPU, the DPU provides the County with electric, water, gas and wastewater services. The BPU consists of five County

Council appointed voting members, the Utilities Manager and the County Manager. Through policy direction, the BPU guides the DPU Senior Management Team to create a

“high-performing utility, matched to our community, contributing to its future with diversified and innovative utility solutions.”

Members of the BPU work together with the DPU to serve and represent the interests of the whole community, regardless of a member’s own personal preferences and beliefs.

## Who can apply?

To be eligible for appointment, an applicant must

- be 18 years or older;
- be a resident of the County for a minimum of one year prior to the date of appointment;
- be registered to vote in the County;
- not hold any public office or be an employee of the County government;
- not conduct any business with the DPU except as a consumer.

An LAC Board cannot have a supermajority of any one party. The current makeup of the BPU allows for applicants to be registered as any party affiliation.

## How long are the terms?

BPU members serve 5-year terms, which begin on July 1st and end on June 30th. Member term expirations are staggered to provide continuity. Members may reapply to serve an additional 5-year term.



## SHOULD I APPLY?

### YES!

If you meet the eligibility requirements, have a selfless desire to serve the community and think your knowledge and experience might be an asset to the BPU, then you are encouraged to apply.

### STRENGTH THROUGH DIVERSITY

Having in-depth knowledge of the utilities industry is **not required**. Having a diverse group of members is extremely important and only strengthens the BPU’s ability to serve the interests of *all* customers through sound leadership actions and policies.

### MENTORING

New members will be mentored on BPU’s procedures, DPU’s mission/vision/values and strategies to achieve performance excellence, which are based on the nationally recognized Malcolm Baldrige model and criteria.

(Quality New Mexico - Malcolm Baldrige Model)  
<https://qualitynewmexico.org/>

ATTACHMENT B

## What are member duties?

Each decision and action of the BPU affects how the DPU operates, which ultimately affects the citizens of Los Alamos County. For the BPU to function effectively, each member must

- faithfully attend BPU meetings;
- review materials and come to meetings prepared;
- prepare reports when necessary;
- participate in discussions;
- adhere to policies and procedures;
- represent the interests of customers, not personal agendas;
- rotate attendance at quarterly Boards and Commissions luncheons;
- accept and fulfill assignments negotiated by the BPU chair.

Additional duties of the BPU according to the County Code of Ordinances (Section 40-42) can be found online at [ladpu.com/BPUDuties](http://ladpu.com/BPUDuties)

## When does the BPU meet?

Regular public meetings are usually held the third Wednesday of every month at 5:30 p.m. in Council Chambers at the Municipal Building. Special meetings are scheduled as needed.

Meetings are streamed live on the County’s website and are recorded and posted online for future viewing.

**APPLY BY  
APRIL 30, 2021**



Los Alamos County, NM

## Board of Public Utilities

### Board Roster



#### Cornell G Wright, Jr

**1st Term** Jul 15, 2020 - Jun 30, 2021

**Email** cornell.wright@lacnm.us

**Home Phone** Mobile: (505) 695-5129

**Address**

700 Totavi St  
Los Alamos, NM 87544

**Appointing Authority** Council

**Position** UT1

**Office/Role** Chair

**Category** Independent



#### Carrie Walker

**1st Term** Jul 01, 2017 - Jun 30, 2022

**Email** carrie.walker@lacnm.us

**Home Phone** Home: 505-709-8118

**Alternate Phone** Business: 505-606-1498

**Address**

973 Nambe Loop  
Los Alamos, NM 87544

**Appointing Authority** County Council

**Position** UT4

**Office/Role** Member

**Category** D



#### Stephen McLin

**2nd Term** Jul 01, 2018 - Jun 30, 2023

**Email** stephen.mclin@lacnm.us

**Home Phone** (505) 672-9811

**Address**

385 Richard Court  
Los Alamos, NM 87544

**Appointing Authority** County Council

**Position** UT3

**Office/Role** Vice Chair

**Category** R



#### Stephen J Tobin

**1st Term** Jul 01, 2019 - Jun 30, 2024

**Email** steve.tobin.nm@gmail.com

**Home Phone** Mobile: (505) 500-7630

**Alternate Phone** Mobile: (505) 500-7630

**Address**

1856 Cooper Place  
Los Alamos, NM 87544

**Appointing Authority** County Council

**Position** UT2

**Office/Role** Member

**Category** D



## Eric Stromberg

**1st Term** Jul 01, 2020 - Jun 30, 2025

**Email** eric.stromberg@lacnm.us

**Home Phone** Mobile: (505) 695-3290

**Address**

54 Taos

Los Alamos, NM 87544

**Appointing Authority** County Council

**Position** UT5

**Office/Role** Member

**Category** R



**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 Denise Cassel at 505-662-8047.*

**Profile**

Board and Commission Application

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

Daniel \_\_\_\_\_ Holladay \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Street Address Suite or Apt

\_\_\_\_\_  
City State Postal Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Primary Phone Alternate Phone

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

Democrat

**Registered to vote in Los Alamos?**

Yes  No

**How did you learn of this Board/Commission vacancy?**

From a friend

**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.)**

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

Board of Public Utilities: Submitted

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

I'd like to have a better understanding of the financial status of the the LADPU particularly with regard to the costs associated with sewage. I'd also be interested in looking at different electric utility structure like variable time of use rates to provide incentives for electric vehicle owners to charge during off-peak times, as well as looking at the effects of home solar installations on grid stability.

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

I don't have much experience along these lines.

**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?**

I have sufficient time to dedicate to this effort and I think it is an important aspect of county operations as it is something that every citizen in the county must interface with every month.

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

I'd really like to see what it would take to reduce the monthly sewage fees. I'd like to see what, if any, changes might be useful in exploring as EV adoption and home solar installations increase.

**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.**

N/A

**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?**

None that I am currently aware of. However, if something were to come to light, I would follow standard ethical guidelines of disclosure of possible conflicts of interest, etc.

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)

DANIEL HOLLADAY  
 Applicant's Name

Interview Conducted:  
 In person     Online     Phone

James Robinson  
 Interviewer Name

Thursday, May 6, 2021 at 11:30 am (Zoom)  
 Date & Time of Interview

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <ul style="list-style-type: none"> <li>• Came to LA in 2012 as a summer student. Moved full time in 2017. Full time position in 2019.</li> <li>• Attended TX A&amp;M – PhD in Nuclear Engineering.</li> <li>• All very new, but a concerned citizen about the utilities.</li> <li>• Would like to learn more on how that is dealt with at the county.</li> </ul>
2	<p>What do you believe are the greatest issues facing the County?</p> <ul style="list-style-type: none"> <li>• Relatively new. Great demand for housing and no real ability to expand.</li> <li>• Residential vacancy. Makes it more expensive and challenging.</li> </ul>
3	<p>What do you believe are the greatest issues facing the DPU?</p> <ul style="list-style-type: none"> <li>• Potentially getting new forms of energy. UAMPS.</li> <li>• Perhaps people are increasing renewables. Which could have issues in the county.</li> <li>• Not very familiar with water or sewage. However it is a larger concern. Why he applied.</li> </ul>
4	<p>How do you perceive the role of the BPU in local government? How do you perceive the role of Board members in interacting with DPU staff and County Council?</p> <ul style="list-style-type: none"> <li>• Board interacts with the DPU and communicates its interests and concerns to the local government.</li> </ul>
5	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <ul style="list-style-type: none"> <li>• Concern and care for the community. Something he does possess. Live near the golf course. Care about making sure people have access to the utilities they need.</li> </ul>
6	<p>What could you do, specifically, to foster a collaborative relationship between staff, the County Council and the BPU?</p> <ul style="list-style-type: none"> <li>• Obtaining and maintaining relationships with various people</li> <li>• Learn more about the local government</li> <li>• Learn what needs to be done at the DPU</li> </ul>
7	<p>As a board member, what actions would you take to make sure that you have enough input to accurately represent the interests of the citizens and ratepayers of Los Alamos County?</p> <ul style="list-style-type: none"> <li>• Public interactions with folks in the county.</li> <li>• Friends with a lot of members of the county.</li> <li>• One of his friends encouraged him to apply because he talks too much about utilities.</li> </ul>

8	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <ul style="list-style-type: none"> <li>• Haven't served on any boards or commissions</li> </ul>
9	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <ul style="list-style-type: none"> <li>• Not familiar</li> </ul>
10	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity.</p> <ul style="list-style-type: none"> <li>• Absolutely. Ready and willing.</li> </ul>
11	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <ul style="list-style-type: none"> <li>• Not a deterrent. Very use to working on computers that have no privacy.</li> </ul>
12	<p>Currently, the BPU “live streams” their meetings, is this - or will this - be a deterrent to your willingness to serve?</p> <ul style="list-style-type: none"> <li>• Nope</li> </ul>
13	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i></p> <p>Renewables and Batteries: Batteries can be a part of the solution. From TX and still has family there. Family has installed solar plus batteries, and they worked. However, there were other aspects. Plenty of ways that baseload power and other plants can harden themselves against extreme weather. Would be limited by the power output. We would need a large amount of batteries and pretty costly. Could be other solutions. Not 100% sure what I would do.</p>
14	<p>Do you have any questions for the interview panel?</p> <ul style="list-style-type: none"> <li>• Time commitment?</li> </ul>

NOTES:

DANIEL WRIGHT  
 Applicant's Name

Interview Conducted:  
 In person     Online     Phone

David Reagor  
 Interviewer Name

Thursday, May 6, 2021 at 10:30 am (Zoom)  
 Date & Time of Interview

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>Moved here as a postdoc recently. Interested in utilities.</p>
2	<p>What do you believe are the greatest issues facing the County?</p> <p>Just purchased a house, housing is a big problem</p>
3	<p>What do you believe are the greatest issues facing the DPU?</p> <p>Water and sewage.</p>
4	<p>How do you perceive the role of the BPU in local government? How do you perceive the role of Board members in interacting with DPU staff and County Council?</p>
5	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Concern for the community. Making sure htat everyone has access to the utilities</p>

6	<p>What could you do, specifically, to foster a collaborative relationship between staff, the County Council and the BPU?</p> <p>Maintaining relationships to these areas.</p>
7	<p>As a board member, what actions would you take to make sure that you have enough input to accurately represent the interests of the citizens and ratepayers of Los Alamos County?</p> <p>Talk about utilities all the time.</p>
8	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>No.</p>
9	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No.</p>
10	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity.</p> <p>Yes.</p>
11	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No problem.</p>
12	<p>Currently, the BPU “live streams” their meetings, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No problem.</p>
13	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i></p> <p><i>Some people have solar system. Limited by power or energy stored. Buy a few days worth of batteries.</i></p>
14	<p>Do you have any questions for the interview panel?</p> <p>Time commitment ? Few hours a month.</p>

NOTES:

DANIEL HOLLADAY  
 Applicant's Name

Interview Conducted:  
 In person     Online     Phone

S. McLIN  
 Interviewer Name

Thursday, May 6, 2021 at 11:30 am (Zoom)  
 Date & Time of Interview

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

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. <i>BE → 9 yrs in Los Alamos; Completion of PhD &amp; Post-Doc at LANL. Texas A&amp;M in Nuclear Engr &amp; physics. Strong electrical background.</i>
2	What do you believe are the greatest issues facing the County? <i>1. Housing is limited &amp; no area to expand.</i>
3	What do you believe are the greatest issues facing the DPU? <i>1. New forms of energy                      2. Small nuclear reactor project                      3. Renewables                      4. Not familiar w/water &amp; sewage problems but wants to learn</i>
4	How do you perceive the role of the BPU in local government? How do you perceive the role of Board members in interacting with DPU staff and County Council? <i>1. BPU interacts with County government &amp; vice versa</i>
5	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? <i>1. Concern &amp; care for community; lives in North Community                      2. Wants everyone to have access to utilities</i>



6	<p>What could you do, specifically, to foster a collaborative relationship between staff, the County Council and the BPU?</p> <p><i>1. Obtaining &amp; maintaining relationships, learning about needs to be done to foster them.</i></p>
7	<p>As a board member, what actions would you take to make sure that you have enough input to accurately represent the interests of the citizens and ratepayers of Los Alamos County?</p> <p><i>Public interaction with people within County. Talks a lot about utilities.</i></p>
8	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p><i>No. Served on no boards/commissions/committees.</i></p>
9	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p><i>Not familiar w/ County Charter or Code.</i></p>
10	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity.</p> <p><i>Yes, very willing.</i></p>
11	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p><i>Not a deterrent. Familiar with lack of public privacy.</i></p>
12	<p>Currently, the BPU “live streams” their meetings, is this - or will this - be a deterrent to your willingness to serve?</p> <p><i><del>Renewables, batteries</del> Not a problem</i></p>
13	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p><i>1. Renewables, batteries, grid effects ⇒ familiar w/ Texas problems, extreme weather problems 2. How many batteries needed for back-up? Ans = 5-7kw sizes typical may need 1-2 day backup capability</i></p>
14	<p>Do you have any questions for the interview panel?</p> <p><i>3. Would look at economics of batteries. ① Asked about time commitment. Ans. by Sheldon.</i></p>

Daniel Holladay  
Applicant's Name

Interview Conducted:

In person     Online     Phone

Philo Shelton  
Interviewer Name

5-6-21 / 11:30 AM  
Date & Time of Interview

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>2017 Finished PhD started Fulltime 2019 Texas A&amp;M - Nuclear Engineer. Interested in Electricity</p>
2	<p>What do you believe are the greatest issues facing the County?</p> <p>There is great demand for housing unoccupied housing.</p>
3	<p>What do you believe are the greatest issues facing the DPU?</p> <p>New forms of energy - Renewables solar install's - Nuclear Power. Concern with water and wastewater.</p>
4	<p>How do you perceive the role of the BPU in local government? How do you perceive the role of Board members in interacting with DPU staff and County Council?</p> <p>Board interacts staff and up to Council and the converse.</p>
5	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>- The concern and care of the community. - Have access to utilities</p>

6	<p>What could you do, specifically, to foster a collaborative relationship between staff, the County Council and the BPU?</p> <p>Obtaining and maintaining relationships. Learn the utilities and foster relationships.</p>
7	<p>As a board member, what actions would you take to make sure that you have enough input to accurately represent the interests of the citizens and ratepayers of Los Alamos County?</p> <p>Public interactions w/ people in the County.</p>
8	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Have not served</p>
9	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>He is not.</p>
10	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity.</p> <p>Absolutely</p>
11	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>Not a deterrent.</p>
12	<p>Currently, the BPU “live streams” their meetings, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No.</p>
13	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>Solar plus battery system installed in TX Base load need to be hardened/Natural Gas Supplies</p>
14	<p>Do you have any questions for the interview panel?</p> <p>1 or 2 Days worth of storage there could be other solutions work</p>



**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 Denise Cassel at 505-662-8047.*

**Profile**

Board and Commission Application

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

David \_\_\_\_\_ E \_\_\_\_\_ Sarnowski \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_ Suite or Apt \_\_\_\_\_  
Street Address

\_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_  
City

\_\_\_\_\_ Email Address

\_\_\_\_\_ Alternate Phone \_\_\_\_\_  
Primary Phone

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

Republican

**Registered to vote in Los Alamos?**

Yes  No

**How did you learn of this Board/Commission vacancy?**

Online

**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.)**

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

Board of Public Utilities: Submitted

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

I am a long time Los Alamos resident, and I really would like to give back to my community. As a construction manager who has specialized in heavy civil and utilities projects, I would be able to provide a unique perspective that will be beneficial to the Board of Public Utilities.

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

Through my construction career, I have worked on projects that includes roads, bridges, heavy infrastructure, and utilities. With this experience, I am well versed in the International Building Codes requirements as well as the practical knowledge of fixing and building utilities. This skill is essential to this position. I have also had a great deal of experience in oral and written presentations discussing these projects with non-construction people in order to help them understand what's going on in simple terms. This skill will help to relay information to the public while on this board. As a construction manager, I am required to maintain a budget and a schedule. My budgeting skills can be very helpful on this board to run the public utilities.

**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, I am happy to give back my time to the community, and I will make sure to have this position be a priority for me.

**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 am interested in helping to make our infrastructure more efficient. In particular, I am interested in our waterlines. I would like to see how we can make our system more efficient and less wasteful considering how precious a resource it is here in Los Alamos.

**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.

**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?**

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No.

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)

DAVID SARNOWSKI  
 Applicant's Name

Interview Conducted:  
 In person     Online     Phone

James Robinson

Thursday, May 6, 2021 at 11:00 am (Zoom)  
 Date & Time of Interview

Interviewer Name

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <ul style="list-style-type: none"> <li>• Local Los Alamos resident. Grew up in the Jemez, but went to school here. Got into construction at a young age.</li> <li>• Heavy equipment operator.</li> <li>• No college education but have a lot of construction skills. Project management, causal analysis.</li> <li>• Worked all over the world.</li> </ul>
2	<p>What do you believe are the greatest issues facing the County?</p> <ul style="list-style-type: none"> <li>• Water is the greatest issue. Sustainability of our water. Seeing many rivers going dry. Would like to see where Los Alamos is going so we can prosper for another 50 years.</li> </ul>
3	<p>What do you believe are the greatest issues facing the DPU?</p> <ul style="list-style-type: none"> <li>• Los Alamos is very restricted in topography. Have issues with supply and demand on our various utilities.</li> <li>• The County has done a pretty good job getting them fixed, but bills are trickling up.</li> <li>• Want to be more fiscally conservative to make sure we are using our resources reasonably and with new technology.</li> </ul>
4	<p>How do you perceive the role of the BPU in local government? How do you perceive the role of Board members in interacting with DPU staff and County Council?</p> <ul style="list-style-type: none"> <li>• Believes in teamwork. Not a politician. Want integrated management. Want to communicate to make it better and easier.</li> <li>• Plenty of experts.</li> <li>• Very pro on teamwork to plan and execute a project.</li> </ul>
5	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <ul style="list-style-type: none"> <li>• Leadership. Always find a solution, don't bring up problems. Find a solution and bring it up.</li> <li>• Big communicator</li> <li>• Have lots of experience in project management.</li> </ul>

6	<p>What could you do, specifically, to foster a collaborative relationship between staff, the County Council and the BPU?</p> <ul style="list-style-type: none"> <li>• Communication. If you don't know something, ask.</li> </ul>
7	<p>As a board member, what actions would you take to make sure that you have enough input to accurately represent the interests of the citizens and ratepayers of Los Alamos County?</p> <ul style="list-style-type: none"> <li>• Learning and listening to other board members to get their concerns.</li> <li>• You have to learn, and collaborate.</li> </ul>
8	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <ul style="list-style-type: none"> <li>• First time applying for any board</li> </ul>
9	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <ul style="list-style-type: none"> <li>• Don't know all the county ordinance but familiar with construction codes (IBC).</li> </ul>
10	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity.</p> <ul style="list-style-type: none"> <li>• Yes</li> </ul>
11	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <ul style="list-style-type: none"> <li>• No</li> </ul>
12	<p>Currently, the BPU “live streams” their meetings, is this - or will this - be a deterrent to your willingness to serve?</p> <ul style="list-style-type: none"> <li>• No</li> </ul>
13	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i></p> <ul style="list-style-type: none"> <li>• Renewables: there is no shame in renewables. It is the technology we should embrace. PW caused by multiple failures on many levels. Shouldn't blame the renewables. We should look into our own systems to make sure they are up to date. Texas was not prepared. They are a closed system, they cannot switch over to another generator or power supply. There are technologies we can embrace to make sure we are prepared. Don't believe battery technology for the whole power.</li> </ul>
14	<p>Do you have any questions for the interview panel?</p> <ul style="list-style-type: none"> <li>•</li> </ul>



NOTES:

DAVID SARNOWSKI  
 Applicant's Name

Interview Conducted:  
 In person     Online     Phone

\_\_\_\_\_  
 Interviewer Name

Thursday, May 6, 2021 at 11:00 am (Zoom)  
 Date & Time of Interview

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>New applicant. Local raised in Jemez. Los Alamos high school.            Worked all around the world and came home</p>
2	<p>What do you believe are the greatest issues facing the County?</p> <p>Mostly worried about sustainability of the water. Part of rafting and rivers people</p>
3	<p>What do you believe are the greatest issues facing the DPU?</p> <p>Living in a very restricted area on plateau.            Need fiscal conservative, but need new technology..</p>
4	<p>How do you perceive the role of the BPU in local government? How do you perceive the role of Board members in interacting with DPU staff and County Council?</p> <p>Training</p>
5	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Always try to find solutions, focus on solutions, always have many problems need solutions</p>

6	<p>What could you do, specifically, to foster a collaborative relationship between staff, the County Council and the BPU?</p> <p>Communicaiton is big p[roblem</p>
7	<p>As a board member, what actions would you take to make sure that you have enough input to accurately represent the interests of the citizens and ratepayers of Los Alamos County?</p> <p>Learning and listening from the board members.</p>
8	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>First time applying for any board.</p>
9	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>IBC is universal. AWP for water</p>
10	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity.</p> <p>Yes.</p>
11	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No problem.</p>
12	<p>Currently, the BPU “live streams” their meetings, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No problem.</p>
13	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i></p> <p><i>jRenewables should be embraced. Power outages due to equipment and substations. Not enough battery</i></p>
14	<p>Do you have any questions for the interview panel?</p> <p>What do you want? What is the commitment?</p>



**DAVID SARNOWSKI**

Applicant's Name

*S. McLin*

Interviewer Name

Interview Conducted:

In person     Online     Phone

Thursday, May 6, 2021 at 11:00 am (Zoom)

Date & Time of Interview

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p><i>BG → grew up in Los Alamos &amp; Jemez Mts, Construction BG, utilities construction, project management. Worked in many countries on construction projects</i></p>
2	<p>What do you believe are the greatest issues facing the County?</p> <p><i>1. water, sustainability of water resources</i></p>
3	<p>What do you believe are the greatest issues facing the DPU?</p> <p><i>1. Supply &amp; demand of utilities (water, electricity)            2. Being more physically conservative on resources</i></p>
4	<p>How do you perceive the role of the BPU in local government? How do you perceive the role of Board members in interacting with DPU staff and County Council?</p> <p><i>1. Construction manager, believes in teamwork, communication to explore options to problems &amp; solutions            2. look at bigger picture</i></p>
5	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p><i>1. leadership. Always look for solution, planning, communication.            2. On short time to answers are short.</i></p>



6	<p>What could you do, specifically, to foster a collaborative relationship between staff, the County Council and the BPU?</p> <p>1. Communication. If you don't understand a problem, then ask questions until you find answer.</p>
7	<p>As a board member, what actions would you take to make sure that you have enough input to accurately represent the interests of the citizens and ratepayers of Los Alamos County?</p> <p>Learning &amp; listening to problems &amp; proposed solutions. Collaboration w/ others.</p>
8	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>None.</p>
9	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>IBC, doesn't know all County codes. But construction codes are part of it he is familiar.</p>
10	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity.</p> <p>yes.</p>
11	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No problem with this requirement. Will use County email system.</p>
12	<p>Currently, the BPU "live streams" their meetings, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No.</p>
13	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>1. Recent power outage in Texas ⇒ renewables + battery backup. No shame in embracing technology. Blame ⇒ substation failures.</p> <p>2. look at other states for their experiences &amp; solutions.</p> <p>3. Los Alamos should be a leader in technology.</p>
14	<p>Do you have any questions for the interview panel?</p> <p>Still need fossil fuels to support grid for now.</p> <p>① What would you want from me if I were selected?      Ans. Mr. Shelton explained process &amp; Council interviews on June 8<sup>th</sup>. BPU <del>project</del> <sup>projects</sup> ⇒ \$200,000 goes to Council for approval. Issues before BPU ⇒ wastewater plant, infrastructure</p> <p>② How does Alamos &amp; wants to serve!</p>

David Sarnowski

Applicant's Name

Philo Shelton

Interviewer Name

Interview Conducted:

In person  Online  Phone

5-6-21 11 AM

Date & Time of Interview

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>→ Local Los Alamos and got into Construction Superintendent of Utilities &amp; Construction</p>
2	<p>What do you believe are the greatest issues facing the County?</p> <p>Water is a great issue / what is our Sustainability Plan. Active Reflector.</p>
3	<p>What do you believe are the greatest issues facing the DPU?</p> <p>Mesa Top / supply demand for electric + water and wastewater treatment plant are we using our funds in right way New Technologies.</p>
4	<p>How do you perceive the role of the BPU in local government? How do you perceive the role of Board members in interacting with DPU staff and County Council?</p> <p>He believes in team work. Integrate w Council and Staff. It is about communication Plan ahead to make projects successful.</p>
5	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Leadership - Find solutions for problems Constructability / Communicator</p>



6	<p>What could you do, specifically, to foster a collaborative relationship between staff, the County Council and the BPU?</p> <p>Communication. If you don't know - Ask          Good team relies on other team members</p>
7	<p>As a board member, what actions would you take to make sure that you have enough input to accurately represent the interests of the citizens and ratepayers of Los Alamos County?</p> <p>Learning and listening to prior and current board member / collaboration.</p>
8	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs - but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>First time on board</p>
9	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>IBC but don't know County Charter.</p>
10	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity.</p> <p>Yes</p>
11	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No problem.</p>
12	<p>Currently, the BPU "live streams" their meetings, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No.</p>
13	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>Renewables is a technologies / Sub stations          wind generators froze / How northern States          have old technologies          are better prepared          and look at best practices</p>
14	<p>Do you have any questions for the interview panel?</p> <p>Meeting Requirements</p>



**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 Denise Cassel at 505-662-8047.*

**Profile**

Board and Commission Application

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

Cornell \_\_\_\_\_ G \_\_\_\_\_ Wright, Jr \_\_\_\_\_  
First Name Middle Initial Last Name

Street Address \_\_\_\_\_ Suite or Apt \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_  
Email Address \_\_\_\_\_  
Primary Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

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

Independent

**Registered to vote in Los Alamos?**

Yes  No

**How did you learn of this Board/Commission vacancy?**

My current term on the BPU is expiring.

**Do you currently serve on any County Board or Commission?**

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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.)**

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Board of Public Utilities

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## **Interests & Experiences**

**Which Boards would you like to apply for?**

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Board of Public Utilities: Submitted

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

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I'd like to serve the community in a way that makes use of my professional skills and experience. I have been serving on the board since my appointment in July 2020 and as chair since January 2021. The BPU works with the Utilities Department, County Council and the community in a broad number of circumstances that make good use of my expertise and capabilities. I would like to continue to serve on the board.

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

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I have been serving on the board since my appointment in July, 2020 and as chair since January 2021. I find the responsibilities of the BPU to be wide-ranging and a good fit with my skills and interests. I believe I am making a real contribution to the board and would like to continue to do so. With degrees in Electrical Engineering and Computer Science and 40 years of professional experience at IBM and LANL I was involved in many different aspects of large and complex engineering projects. My experience of serving on the board for the last year shows that this provides a good background for understanding and contributing to the BPU's oversight of the projects undertaken by the DPU.

**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?**

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Yes.

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

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I'm impressed with our county-owned utility structure and I'd like to help ensure its long-term success through good planning and decisions which are technically and economically sound. I'm interested in smart meter privacy, alternative electric pricing models and nuclear power generation, among many other areas of the department. I would like to continue in my role as chair for the remainder of the year and then help the board and department focus on the transitions in our utilities that will be needed in the coming years and decades.

**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.**

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I am currently serving as board chair. As a result I have frequent contact with board members, department staff and County Councilors.

**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?**

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No.

If you have any questions, please contact Barbara Lai at 505-663-3436 or [barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)

CORNELL WRIGHT

Applicant's Name

James Robinson

Interviewer Name

Interview Conducted:

In person  Online  Phone

Thursday, May 6, 2021 at 10:30 am (Zoom)

Date & Time of Interview

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <ul style="list-style-type: none"> <li>• Engineer with pretty good people and business skills. Degrees in electrical engineering and computer science.</li> <li>• 40-year career with LANL including management. Hardware and microcode and ended into supercomputing.</li> </ul>
2	<p>What do you believe are the greatest issues facing the County?</p> <ul style="list-style-type: none"> <li>• Housing is a big issue, and coping with the labs expanding mission.</li> <li>• GRT has been resolved.</li> <li>• Infrastructure – there is work to be done, and it is being done with care, but could be expanded.</li> <li>• Business diversity is hard. One company town. Reflected by the depressed state of downtown. Online shopping and new habit have hurt.</li> </ul>
3	<p>What do you believe are the greatest issues facing the DPU?</p> <ul style="list-style-type: none"> <li>• Big projects like AMI, UAMPS, WRWWTP.</li> <li>• Energy is going to change greatly. There is going to be a move away from fissile fuels.</li> <li>• Seeing this in EV. If we need as much energy to power new electric vehicles, we will need more power/</li> <li>• If we remove gas, we will need more energy.</li> <li>• We need to get out in front of it and really technology and economically sensible.</li> </ul>
4	<p>How do you perceive the role of the BPU in local government? How do you perceive the role of Board members in interacting with DPU staff and County Council?</p> <ul style="list-style-type: none"> <li>• Look at BPU semi-independent committee of the county council.</li> <li>• Independence, but also a creature of the council.</li> <li>• Try to support the counties overall priority.</li> <li>• Technical staff for the utilities</li> <li>• Need to remain independent. Other communities have not done that and it has lead to issues.</li> <li>• Formal relationship is through the DPU manager and staff, and informal County staff. Reach out to work with people to get things done.</li> </ul>
5	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <ul style="list-style-type: none"> <li>• Communication is very important. Upwards to the Council, downwards to the DPU and communicate with our customers in our county.</li> <li>• Some technical background is needed.</li> <li>• Project management. Knowing how a project is formed and being executed for the rate payers.</li> </ul>

6	<p>What could you do, specifically, to foster a collaborative relationship between staff, the County Council and the BPU?</p> <ul style="list-style-type: none"> <li>• Listening and understanding other people’s concerns, and communicate those concerns back.</li> <li>• Supervising the department – ensuring the department is presenting all the information the board needs so the council has access to it as well.</li> <li>• Important for the board to stay in its own swim lane. Council is political, board is technical.</li> <li>• DPU – supervision, but not micromanaging.</li> </ul>
7	<p>As a board member, what actions would you take to make sure that you have enough input to accurately represent the interests of the citizens and ratepayers of Los Alamos County?</p> <ul style="list-style-type: none"> <li>• Talk to friends and neighbors so they know I can address concerns,</li> <li>• Good understanding of County projects, and specifically DPU projects</li> <li>• Participating in local events.</li> </ul>
8	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <ul style="list-style-type: none"> <li>• Currently on the board – serving as its chair. Advocate for AMI privacy.</li> <li>• Norther New Mexico Citizens Advisory Board – took a year to get on the board, withdrew his application.</li> </ul>
9	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <ul style="list-style-type: none"> <li>• Read through them all a number of times.</li> </ul>
10	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity.</p> <ul style="list-style-type: none"> <li>• Yes</li> <li>• Did a number of other trainings. DPU new employee orientation, UAMPS, seminars for energy trends</li> </ul>
11	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <ul style="list-style-type: none"> <li>• Clearly not</li> </ul>
12	<p>Currently, the BPU “live streams” their meetings, is this - or will this - be a deterrent to your willingness to serve?</p> <ul style="list-style-type: none"> <li>• Hasn’t been for the last year</li> </ul>
13	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i></p> <ul style="list-style-type: none"> <li>• Batteries/storage: a serious upcoming problem. NREL has batteries are higher than the cost of the solar system and limited use. Maintain our firm or dispatchable power sources until batteries become more affordable and available. Nuclear plant in Idaho is an excellent opportunity and continue to look for opportunities. We need firm power!</li> </ul>
14	<p>Do you have any questions for the interview panel?</p> <ul style="list-style-type: none"> <li>• In person meetings?</li> </ul>

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NOTES:

CORNELL WRIGHT  
 Applicant's Name

Interview Conducted:  
 In person     Online     Phone

\_\_\_\_\_  
 Interviewer Name

Thursday, May 6, 2021 at 10:30 am (Zoom)  
 Date & Time of Interview

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>Incumbent. Basically an Engineer with some business skills. Started in code and ended with supercomputing</p>
2	<p>What do you believe are the greatest issues facing the County?</p> <p>Housing is the biggest issue. Infrastructure is old and needs to be replaced, Proceeding at a reasonable pace. Company town is not good for small business.</p>
3	<p>What do you believe are the greatest issues facing the DPU?</p> <p>Near term. Sewage Plant          Long term Energy supply is a big change. Has to be technically and economically sensible.</p>
4	<p>How do you perceive the role of the BPU in local government? How do you perceive the role of Board members in interacting with DPU staff and County Council?</p> <p>BPU is a semi-independent committee of the council. Need low rates but have to maintain infrastructure.          AMI needs careful privacy review.</p>
5	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Communication. Project Management.</p>

6	<p>What could you do, specifically, to foster a collaborative relationship between staff, the County Council and the BPU?</p> <p>Listening. Stay in your swim lane. Stay technical. Supervision is not tellg the department where to dig.</p>
7	<p>As a board member, what actions would you take to make sure that you have enough input to accurately represent the interests of the citizens and ratepayers of Los Alamos County?</p> <p>Make sure you understand the projects. Prticipate in public functions</p>
8	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>This board. Stepped up to chair.</p>
9	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>Read them.</p>
10	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity.</p> <p>Yes</p>
11	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No. Understand IPRA. No.</p>
12	<p>Currently, the BPU “live streams” their meetings, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No.</p>
13	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i></p> <p><i>Serious problem with energy storage. Have to maintain base load as fully dispatchable. Very thoughtfull articulate answer.</i></p>
14	<p>Do you have any questions for the interview panel?</p>

NOTES: My first choice.



**CORNELL WRIGHT**

Applicant's Name

*S. McLin*

Interviewer Name

Interview Conducted:

In person     Online     Phone

Thursday, May 6, 2021 at 10:30 am (Zoom)

Date & Time of Interview

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p><i>BG ⇒ Engr w/ people &amp; business skills. Recap of application ans.            Edu ⇒</i></p>
2	<p>What do you believe are the greatest issues facing the County?</p> <p><i>1. Housing            2. Coping w/ expanding CANL mission            3. BPU → infrastructure            4. Business diversity... company town            5. Pandemic procedures may put small businesses at disadvantages.</i></p>
3	<p>What do you believe are the greatest issues facing the DPU?</p> <p><i>1. AMI, UAMPS, WAWWT            2. Energy sources will be changing over 2-3 decades            3. Eliminate gas consumption over next 30yrs.            Need to proceed in economically responsible way.</i></p>
4	<p>How do you perceive the role of the BPU in local government? How do you perceive the role of Board members in interacting with DPU staff and County Council?</p> <p><i>BPU is semi-independent part of local government, technical arm of government.            BPU needs to represent customers            AMI meeting w/ County lawyers on privacy issues</i></p>
5	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p><i>1. Communication - upwards to Council, laterally w/ DPU, and downward w/ customers.            2. Engr BG + project management skills.</i></p>



6	<p>What could you do, specifically, to foster a collaborative relationship between staff, the County Council and the BPU?</p> <ol style="list-style-type: none"> <li>1. listening to others, communication back</li> <li>2. Role of supervising DPU - make sure DPU focuses on right problems</li> <li>3. BPU should focus on technical + project management issues.</li> </ol>
7	<p>As a board member, what actions would you take to make sure that you have enough input to accurately represent the interests of the citizens and ratepayers of Los Alamos County?</p> <ol style="list-style-type: none"> <li>1. Talk w/ friends + neighbors;</li> <li>2. Good understanding of DPU projects</li> <li>3. Participate on public events (luncheons, etc)</li> </ol>
8	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs - but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <ol style="list-style-type: none"> <li>1. Northern NM citizens advisory board; withdrew application because LANL took over 1-yr to approve.</li> </ol>
9	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <ol style="list-style-type: none"> <li>1. Read through them many times</li> <li>2. Provides constraints &amp; approved way to function</li> </ol>
10	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity.</p> <p>yes. attended several seminars, meetings on related topics.</p>
11	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>Clearly not.</p>
12	<p>Currently, the BPU "live streams" their meetings, is this - or will this - be a deterrent to your willingness to serve?</p> <p>Hasn't been for last year.</p>
13	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <ol style="list-style-type: none"> <li>1. Question about battery backup to solar; costs</li> </ol>
14	<p>Do you have any questions for the interview panel?</p> <p>June 8<sup>th</sup> meeting for Councilors only? Zoom public. What about BPU candidates? James R. will clarify.</p>

Cornell Wright  
Applicant's Name

Philo Shelton  
Interviewer Name

Interview Conducted:  In person  Online  Phone  
5-6-21 / 10:30 AM  
Date & Time of Interview

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

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>Engineer w/ people skills and business skills EE + computer systems Architecture / Super Computing</p>
2	<p>What do you believe are the greatest issues facing the County?</p> <p>Housing and coping w/ labs expanding mission Infrastructure is getting old - continue working in this area Business diversity is a problem</p>
3	<p>What do you believe are the greatest issues facing the DPU?</p> <p>Big Projects AMI, VAMPS, WWTP Energy supply is changing greatly Fossil fuels are phasing out. / Need to double power supply. Eliminate Gas Usage will require more power</p>
4	<p>How do you perceive the role of the BPU in local government? How do you perceive the role of Board members in interacting with DPU staff and County Council?</p> <p>BPU semi independent to Council / Appointed by Council Support County Priorities Speak up for infrastructure and rate payers Formal and informal</p>
5	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Communication to Council and down to DPU and communication w/ Customers. Outreach Events can be restored Save Engineering and project management well spent</p>



6	<p>What could you do, specifically, to foster a collaborative relationship between staff, the County Council and the BPU?</p> <p>Listening and understand people's concerns. Dept is presented well and then to County Council, BPU stay in swim lane, Council is more political.</p>
7	<p>As a board member, what actions would you take to make sure that you have enough input to accurately represent the interests of the citizens and ratepayers of Los Alamos County?</p> <p>Speak w/ friends and neighbors, understanding of County projects. / participate in public events</p>
8	<p>Have you served on any Boards, Commissions or Committees (not only County B&amp;Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Appointed to BPU. / Northern NM Citizen Board Step up to Chair / Advocate for AMI</p>
9	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>Read them all and understand them</p>
10	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity.</p> <p>Yes / DPU orientation / VAMPS course</p>
11	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No</p>
12	<p>Currently, the BPU “live streams” their meetings, is this - or will this - be a deterrent to your willingness to serve?</p> <p>Has not been an issue.</p>
13	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p> <p>- He uses County email - Need Batteries for storage for renewables. - maintain firm and dispatchable power out! batteries connect and nuclear power.</p>
14	<p>Do you have any questions for the interview panel?</p> <p>Will it be in person?</p>

2021/04/28  
 2

**County Council Meeting Date:** 06/08/2021

**Appointment to Board or Commission:** Board of Public Utilities

**Interview Panel:**

Name: Stephen McLin (Board Vice-chair)

Name: James Robinson (Council Liaison)

Name: David Reagor (Councilor)

Name: Philo Shelton (Staff Liaison)

**Applicants Interviewed:**

Name: Cornell Wright Date of Interview: 05/06/2021

Name: David Sarnowski Date of Interview: 05/06/2021

Name: Daniel Holladay Date of Interview: 05/06/2021

**Interview Panel Recommendations:**

The interview panel for the Board of Public Utilities would like to recommend the following applicant for appointment to the term beginning 07/01/2021 and ending 06/30/2026:

Name: Cornell Wright

Incumbent

New Applicant

**Other information for Council:**

Mr. Wright has served as the BPU Chair since he was appointed to the current partial term.



# County of Los Alamos

## Staff Report

June 08, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 1)  
**Index (Council Goals):**  
**Presenters:** County Council - Regular Session  
**Legislative File:** 14201-21

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### **Title**

Possible Action Resulting from the Council Closed Session Discussions of Limited Personnel Matters--Personnel Evaluations of Contract Employees.

### **Recommended Action**

**I move that Council approve salary adjustments of \_\_\_\_\_%  
for \_\_\_\_\_, to be effective beginning at the start of the first full pay  
period in July 2021.**

### **Body**

Council has met in closed sessions regarding the personnel evaluations of the Council's contract employees and may choose to take public action at this meeting.



# County of Los Alamos

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## Staff Report

June 08, 2021

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**Agenda No.:** 2)  
**Index (Council Goals):** \* 2021 Council Goal - Enhancing Communication  
**Presenters:** County Council  
**Legislative File:** 14403-21

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### **Title**

Consideration of Change in Format for In-Person Meetings for County Council and Board/Commissions

### **Recommended Action**

**I move that Council direct staff to plan and execute a change in meeting format to include public attendance in-person starting at July 6, 2021 meeting, and that staff work with the County's Boards/Commissions to phase in similar in-person meetings by July 30, 2021.**

### **County Manager's Recommendation**

The County Manager recommends that Council consider changing format of in-person meetings.

### **Body**

The County discontinued in-person meetings in March 2020 due to the COVID-19 pandemic, utilizing virtual meeting options since that time. With the observed reduction in the number of new cases reported in numerous jurisdictions (local, state, and national), as well as Los Alamos' current "turquoise" status within the state's reopening framework, Council took action to resume in-person meetings starting with the June 8th meeting. Although Councilors and County staff are in Council Chambers for the meeting, public is still utilizing the remote method of Zoom to watch and participate. The purpose of this agenda item is to allow Council to discuss whether and when they may direct staff to alter the format of future Council and Board/Commission meetings to include in-person public attendance.

### **Alternatives**

Council could either postpone the implementation of this format change to in-person meetings or postpone a decision on the subject until a later time.

### **Fiscal and Staff Impact/Planned Item**

The County normally plans for any costs associated with in-person meetings and has already invested in the creation of plexiglas dividers and related PPE, therefore there are no anticipated additional expenditures related to this decision.