



# 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, November 9, 2021

6:00 PM

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

<https://us06web.zoom.us/j/85396454950>

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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://us06web.zoom.us/j/85396454950> once the session has started.

or by Telephone:

US: +1 720 707 2699 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or  
+1 301 715 8592 or +1 312 626 6799

Webinar ID: 853 9645 4950

1. OPENING/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. STATEMENT REGARDING CLOSED SESSION
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. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA
8. CONSENT AGENDA

*The following items are presented for Council approval under a single motion unless any item is withdrawn by a Councilor for further*

*Council consideration in the agenda section entitled "Business."*

Approval of 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. [15106-21](#) Approval of County Council Minutes for October 19, 2021, October 26, 2021, and October 29, 2021
- Presenters:** County Clerk
- Attachments:** [A - County Council Minutes for October 19, 2021](#)  
[B - County Council Minutes for October 26, 2021.pdf](#)  
[C - County Council Minutes for October 29, 2021.pdf](#)
- B. [AGR0796-21](#) Approval of General Services Agreement AGR22-20 in the Amount of \$231,560.00 plus Applicable Gross Receipts Tax, for a seven year term, to Rentokil North America, Inc., dba New Mexico Pest Control for monthly pest control services within County owned properties in Los Alamos and White Rock
- Presenters:** Jon Bulthuis, Acting Public Works Director and Robert Feagans, Facilities Division Manager
- Attachments:** [A - Incorporated County of Los Alamos Services Agreement](#)  
[B - RFP22-20 Pest Control Services](#)
- C. [15023-21](#) Amendment to Memorandum of License and Agreement Between the Bureau of Reclamation Department of Interior, Incorporated County of Los Alamos, New Mexico And the Middle Rio Grande Conservancy District for the Construction, Operation and Maintenance of a Hydroelectric Power plant at El Vado Dam.
- Presenters:** Steve Cummins
- Attachments:** [A - El Vado-USBOR-MRGCD Contract Amendment 10-20-21](#)
- D. [15051-21](#) Approval to Accept a Fiscal Year 2022-E-911 Grant Agreement and the Fiscal Year 2022-E-911 Grant "Project No. 22-E-12" Amendment from the Department of Finance and Administration acting through the

Local Government Division in an Amount Not To Exceed \$211,190 and Authorizing the County Manager to Execute the Agreements.

**Presenters:** Kate Stoddard, Consolidated Dispatch Center Manager

**Attachments:** [A - County of Los Alamos FY22 E-911 Grant Award Letter and Agreement.pdf](#)  
[B - County of Los Alamos FY22 E-911 Grant Amendment 1.pdf](#)

- E. [15081-21](#) Memorandum of Understanding (MOU) Entered into by and Between the Incorporated County of Los Alamos and the North Central Regional Transit District (NCRTD) for FY2022, Providing the NCRTD with \$350,000

**Presenters:** Jon Bulthuis, Acting Public Works Director

**Attachments:** [A - Memorandum of Understanding Between the Incorporated County of Los Alamos and North Central Regional Transit District](#)  
[B – NCRTD Request for Annual Funding](#)

- F. [15084-21](#) Vacation of Utility Easement at Lot 1, Quemazon Communities Phase 1

**Presenters:** James Alarid

**Attachments:** [A - Vacation of Easement](#)  
[B - Vicinity Map](#)

## 9. INTRODUCTION OF ORDINANCE(S)

- A. [OR0913-21](#) Introduction of Incorporated County of Los Alamos Ordinance No. 711: Loan/Grant Agreement with the New Mexico Finance Authority for Wastewater Plant Filtration System (Water Trust Board Loan/Grant)

**Presenters:** Philo Shelton and James Alarid

**Attachments:** [A - Ordinance No. 711](#)  
[B - Loan & Grant Agreement](#)

## 10. PUBLIC HEARING(S)

- A. [OR0920-21b](#) Incorporated County of Los Alamos Ordinance No. 713, an Ordinance Providing for the Transfer of Approximately 2,698 Square Feet of Certain Public Land Along Trinity Drive (NM 502) Owned by the Incorporated County Los Alamos to the New Mexico Department of Transportation for Public Road Improvements

**Presenters:** Eric Martinez, County Engineer

**Attachments:** [A - Publication Notice](#)  
[B - Incorporated County of Los Alamos Ordinance No. 713](#)  
[C - Right-of-Way Map \(NM 502 & 35th Street Realignment Project\)](#)

- B. [RE0485-21](#) Incorporated County of Los Alamos Resolution No. 21-29, a Resolution of Support for Los Alamos County Ordinance No. 713 Providing for the Transfer of Approximately 2,698 Square Feet of Certain Public Land Along Trinity Drive (NM 502) Owned by the Incorporated County Los Alamos to the New Mexico Department of Transportation for Public Road Improvements

**Presenters:** Eric Martinez, County Manager

**Attachments:** [A - Publication Notice](#)  
[B - Incorporated County of Los Alamos Resolution No. 21-29](#)

- C. [OR0917-21b](#) Incorporated County of Los Alamos Ordinance No. 712, An Ordinance Authorizing the Incorporated County of Los Alamos (County) to Amend Ordinance No's. 687 and 689 for the Purpose of Increasing the Principal Amount of the New Mexico Environment Department (NMED) Clean Water State Revolving Fund (CWSRF) Loan Number CWSRF 083 up to a Maximum Loan Amount of Thirty Million Dollars (\$30,000,000.00)

**Presenters:** Philo Shelton

**Attachments:** [A - Incorporated County of Los Alamos Ordinance No. 712](#)  
[B - Financial Narrative, October 2021](#)  
[C - Budget Forecast](#)  
[D - Publication Notice of Ordinance No. 712](#)

## 11. BUSINESS

- A. [14937-21](#) Approval of Report to District Court on Los Alamos County Jail Conditions.

**Presenters:** Dino Sgambellone, Police Chief

**Attachments:** [A - Jail Inspection on October 28, 2021.pdf](#)  
[B - Jail Inspection Letter Approval of Report to District Court on Los Alamos County Jail Conditions..pdf](#)

- B. [14996-21](#) ICIP/Capital Projects Planning Discussion



**Presenters:** Steven Lynne, County Manager

**Attachments:** [A - General Fund Long Range Projection](#)  
[B - Debt Profiles](#)  
[C - CIP Fund Long Range Projection](#)  
[D - Debt Management Policy adopted 5 17 05](#)  
[E - ICIP Summary](#)  
[F - ICIP Detail Report](#)

**12. COUNCIL BUSINESS**

**A. *Appointments***

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

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

**D. *Council Chair Report***

**E. *General Council Business***

**1) [15064-21](#) Animal Shelter Update**

**Presenters:** James Robinson, County Council Vice Chair and  
Dino Sgambellone, Police Chief

**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

November 09, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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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.



# County of Los Alamos

## Staff Report

November 09, 2021

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

**Index (Council Goals):** \* 2021 Council Goal - N/A

**Presenters:** County Clerk

**Legislative File:** 15106-21

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### **Title**

Approval of County Council Minutes for October 19, 2021, October 26, 2021, and October 29, 2021

### **Recommended Action**

**I move that Council approve the County Council Minutes for October 19, 2021, October 26, 2021, and October 29, 2021.**

### **Clerk's Recommendation**

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

### **Attachments**

- A - County Council Minutes for October 19, 2021
- B - County Council Minutes for October 26, 2021
- C - County Council Minutes for October 29, 2021

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

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Tuesday, October 19, 2021

6:00 PM

Council Chambers - 1000 Central Avenue  
TELEVISED

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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.

3. STATEMENT REGARDING CLOSED SESSION

Councilor Izraelevitz, read the following statement to be included in the minutes: "The matters discussed in the closed session of County Council held on October 19, 2021 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. We request that this statement be included in the meeting minutes."

4. PUBLIC COMMENT

None.

5. APPROVAL OF AGENDA

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

The motion passed by acclamation with the following vote:

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

## 6. COVID-19 SITUATIONAL UPDATE

Mr. Steve Lynne, County Manager, spoke.

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

Public Comment:

Ms. Susan Gisler, no address provided, spoke.

## 7. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

### A. Introduction of Patrick Suddath, new Superintendent of Bandelier National Monument

Ms. Linda Matteson, Deputy County Manager, presented.

Mr. Patrick Suddath, Superintendent of Bandelier National Monument, spoke.

No action taken.

## 8. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA

None.

## 9. CONSENT AGENDA

Councilor Ryti asked to remove item 9.B. approval of the September 28<sup>th</sup> meeting minutes from the agenda. There were no objections.

Consent Motion:

A motion was made by Councilor Scott, seconded by Councilor Derkacs, that Council approve the items on the Consent Agenda as amended and that the motions in the staff reports be included for the record.

### A. Approval of Amendment No. 2 to Services Agreement No. AGR17-914 with Alpha Southwest, Inc

I move that County Council approve Amendment No. 2 to Services Agreement No. AGR17-914 with Alpha Southwest, Inc. in the amount of \$649,886.00, for a revised total agreement amount of \$1,100,000.00, plus applicable gross receipts tax, and to extend the contract term two years for the purpose of Inspection, Repair, and Ancillary Services on County Well and Booster Pumps.

### B. Approval of County Council Minutes for October 5, 2021

I move that Council approve the County Council Minutes for October 5, 2021.

### C. Consideration of Budget Revision 2022-24 (The NM DOT Municipal Arterial Program - MAP - funding of the Canyon Road Improvements project for \$124,444). And (increase budget authority of the Economic Development Contracts by \$50k for the Metropolitan Revitalization Area Study)

I move that Council approve Budget Revision 2022-24 as summarized on attachment A and that the attachment be made a part of the minutes of this meeting.

- D. Approval of a Capital Appropriations Project Agreement in the Amount of \$600,000 with the New Mexico Department of Finance and Administration to Plan, Design and Construct Infrastructure and Facilities for a Community Recreation Space in White Rock in Los Alamos County

I move that Council approve the Capital Appropriations Project Agreement in the Amount of \$600,000 with the New Mexico Department of Finance and Administration to Plan, Design and Construct Infrastructure and Facilities for a Community Recreation Space in White Rock in Los Alamos County.

- E. Consideration of Revisions to the Council Procedural Rules

I move that Council revise the Council Procedural Rules as indicated in Attachment A.

- F. Consideration for purchase of public art, "Golf Course" by Secundino Sandoval

I move that the County Council approve the recommendation of the Art in Public Places Board to purchase the "Golf Course" painting by Secundino Sandoval and install it in the Golf Course Club House for a total amount not to exceed \$3,000.

**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. PUBLIC HEARING(S)**

- A. Resolution 21-27 to Adopt the Los Alamos Downtown Master Plan and White Rock Town Center Master Plan as an Amendment to the 2016 Los Alamos County Comprehensive Plan

Mr. Bryce Ternet, Planning Manager, presented.  
Mr. Will Gleason, Dekker/Perich/Sabatini, presented.

Public Comment:  
None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Scott, that Council formally adopt the Los Alamos Downtown Master Plan and White Rock Town Center Master Plan as an Amendment to the 2016 Los Alamos County Comprehensive Plan by Adopting Resolution 21-27

The motion passed with the following vote:

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

No: 1 – Councilor Williams

- B. Adoption of Resolution No. 21-18, A Resolution Accepting Public Infrastructure for Mirador Subdivision Pursuant to the Development Agreement for Certain Real Property within Site A-19-A-2, and Acceptance of Dedication of Right-of-Way and Public Improvements in the Mirador Subdivision

Mr. Paul Andrus, Community Development Director, presented

Public Comment:  
None.

A motion was made by Councilor Scott, seconded by Councilor Derkacs, that Council adopt Resolution No. 21-28, and further moved that Council accept the Dedication of Right-of-Way and Public Improvements in the Mirador Subdivision pursuant to the Development Agreement for Certain Real Property within Site A-19-A-2.

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. Historic Preservation Local Designation Request for the United Church, World War II Army Chapel addressed as 2505 Canyon Road and located on lot EA3 M addressed as 2525 Canyon Road, Los Alamos, NM 87544 at 2505 (2525) Canyon Road, Los Alamos, NM 87544

Mr. Bryce Ternet, Planning Manager, spoke.  
Ms. Anita Barela, Associate Planner, presented

Public Comment:  
None.

A motion was made by Councilor Derkacs, seconded by Councilor Scott, that Council move to adopt the Planning and Zoning Commission's Findings of Fact and Conclusions of Law, and further moved to approve the Planning and Zoning Commission's recommendation to designate the World War II Army Chapel of the United Church of Los Alamos as a historic landmark.

The motion passed with the following vote:

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

## 11. BUSINESS

- A. Amendment No. 1 to the Purchase, Sale and Development Agreement for Real Property Located in the Incorporated County of Los Alamos Commonly Referred to as 3661 and 3689 Trinity

Mr. Daniel Ungerleider, Economic Development Administrator, presented.

Public Comment:  
Ms. Cyndi Wells, 4611 Esperanza, spoke.

A motion was made by Councilor Scott, seconded by Councilor Izraelevitz, that Council approve amendment No. 1 to the purchase, sale and development agreement for real property located in the incorporated County of Los Alamos commonly referred to as 3661 and 3689 Trinity.

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 Scott reported on the Racial Equity and Inclusivity Task Force, and the Community Development Advisory Board.

Councilor Williams reported on the meeting with Parks and Recreation Board and the Environmental Sustainability Board.

Councilor Derkacs reported on the Historic Preservation Advisory Board, and the Transportation Advisory Board.

Councilor Reagor reported on the Lodgers Tax Advisory Board.

Councilor Robinson reported on the Board of Public Utilities.

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

#### **1) County Manager's Report for October 2021**

County Manager Steven Lynne reported on meeting formats, council procedural rules, and staffing updates.

### **D. Council Chair Report**

Chair Ryti reported on the Technical Work Group, worked the Council booth on October 7<sup>th</sup>, the tour of the Canyon Walk Apartments, the meeting with KTAOS Radio, the Los Alamos Resiliency, Energy Sustainability Task Force (LARES), the Main Gate Park Kiwanis Sign Unveiling, the Energy Communities Alliance (ECA) meeting, and the covid subcommittee meeting, and the Councilor attendance at the leadership meeting for the remainder of the year.

### **E. General Council Business**

None.

### **F. Approval of Councilor Expenses**

None.



**G. Preview of Upcoming Agenda Items**

Councilor Ryti advised item regarding the animal shelter, the regional fund, and the GRT settlement.

Councilor Williams highlighted the golf course item on the tickler for November 16, 2021.

Councilor Izraelevitz requested an item related to the introduction of the vacancy ordinance be placed on an upcoming agenda.

**13. COUNCILOR COMMENTS**

None.

**14. PUBLIC COMMENT**

None.

**15. ADJOURNMENT**

The meeting adjourned at 7:52 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 Montoya, Senior Deputy Clerk

Budget Revision 2022-24

Council Meeting Date: October 19, 2021

#	Fund & Department	Org	Object	Revenue (increase)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	CIP - Canyon Road Improvement Project	CP5030	8369		\$ 124,444		\$ (124,444)
	CIP - Canyon Road Improvement Project	CP5030	3479	\$ (93,333)			\$ 93,333
	CIP Admin Default - PW project	CP9001	7601			\$ 31,111	\$ 31,111
	Finance Default - IDCS/Transfers	01140195	9631			\$ (31,111)	\$ (31,111)
<b>Description:</b> The purpose of this budget revision is to increase the revenue of the Canyon Rd Improvement Project by the 75% state share of the NM DOT Municipal Arterial Program (MAP) grant for a total amount of \$124,444. It also increases the spending authority by the total amount of the grant of \$124,444.							
<b>Fiscal Impact:</b> The net fiscal impact on the General Fund is a decrease of \$31,111 which is the 25% Los Alamos County share of the agreement.							
#	Fund & Department	Org	Object	Revenue (increase)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
2	Economic Development Contracts	01145120	8369		\$ 50,000		\$ (50,000)
<b>Description:</b> The purpose of this budget revision is to allow budget authority spending for the Metropolitan Revitalization Area Study that council approved as a project earlier this year.							
<b>Fiscal Impact:</b> The net fiscal impact on the General Fund is a decrease of \$50,000.							

Monther Jubran10/05/2021

PreparerDate

Monther Jubran

Budget & Performance Manager

## LOS ALAMOS COUNTY COUNCIL

### PROCEDURAL RULES

July 27October 19, 2021 UPDATE

#### PREAMBLE

The Council of the Incorporated County of Los Alamos is the governing body of Los Alamos County and was created by the Los Alamos County Charter. The Charter is relatively undemanding with respect to Council procedure, format, and operating methods, so the Council is, to a large extent, self-regulating. The following rules, therefore, are adopted as a set of operating procedures to which the Council voluntarily binds itself, except as otherwise provided herein. The current edition of Robert's Rules of Order apply only where Council rules are silent. If any of these rules are found to conflict with the Los Alamos County Charter, the Charter shall take precedence.

#### ETHICS

The Council adopts, by reference, the provisions of the Governmental Conduct Act, NMSA 1978 § 10-16-1 et seq. as well as Sections 30-1 thru 30-30 of the Code of Ordinances of the Incorporated County of Los Alamos, which is commonly referred to as the Code of Conduct, in their entirety and affirmatively supports Council's and individual Councilor's adherence to their provisions.

#### OFFICERS AND MEMBERS

**Election.** The Council shall elect a Chair and Vice-Chair from among its members at its first regular meeting after January 1 of each year. The Chair and Vice-Chair will serve at the pleasure of the Council and be eligible for election to subsequent terms.

**Chair.** The Chair shall preside at Council meetings and shall:

- Keep Councilors informed of events, meetings or other occasions where the Chair acted or will act as the official spokesperson for the Council. The Chair acknowledges that he or she does not have additional authorities above and beyond those identified in this document or the Charter. The Chair is not authorized to commit actions of the County or the Council without a full Council vote.
- Ensure that all other Councilors are informed, within a reasonable time, of significant communications directed to the Chair, in the Chair's official capacity representing the Council.
- When the Chair and Vice-Chair are on travel or otherwise unable to perform their duties, appoint a Councilor to serve as Chair.
- The Chair serves an important administrative function by overseeing the agendas for County Council Meetings and running Council Meetings. The Chair will manage the agendas for County Council Meetings with fair and equitable treatment of the agenda requests from all other Councilors. Every Councilor has the right to place items on Council Meeting agendas and expect that they will be assigned to a meeting within a reasonable time frame. If the

Chair is uncertain about the appropriate timing for placement of specific agenda items, he or she is to raise the issue in a timely manner with the Councilor who requested the item.

- The Chair will present the annual state of county message no later than before the end of the Chair's term.
- The Chair is responsible for applying the rules of parliamentary procedure during meetings. The Chair should be well versed in those rules, because the Chair, for all intents and purposes, makes the final ruling on the rules.
- All decisions by the Chair are final unless overruled by the majority of Council by a point of Order. The Chair has discretion, subject to override by Council, to deviate from the letter of these rules. The Chair may make or second motions and participate in discussion as any other Councilor. However, as a matter of decorum, the Chair should normally defer to another Councilor to make the motion.

**Vice-Chair.** The Vice-Chair shall assist the Chair in the performance of the duties of the Chair, and act in the Chair's place when the Chair is unable to perform the duties of the Chair.

**Council Members.** Councilors, including the Chair and Vice-Chair, have equal powers and duties except as otherwise specified in the Charter and these rules. In addition to their duties specified in the County Charter or Code or in other County ordinances, Councilors shall:

- Stay informed of County policies.
- In all communications regarding County business, Councilors should make clear, including in their role as Board Liaisons, that they speak for themselves, unless authorized by the Council to speak for the Council as a whole, or unless stating Council action in adopted Ordinances, Rules, Policies or other official Council action, such as action taken in an adopted motion at a Council meeting.
- When delegated by Council, represent the official policies or positions of the County Council to the best of their ability and report to Council in a timely manner on meetings or key discussions, actions, or intentions of the Board to which the Councilor is a delegate in order for Council to determine whether to take further action.
- Councilors should participate on standing and ad hoc committees as requested except upon showing of good cause.
- After each legislative activity, a report shall be provided to the rest of the Council with an update of all relevant information obtained from that activity.
- Serve as Council liaison to assigned advisory boards or commissions. Council liaison assignments to each of the boards or commissions will be made periodically by the Chair and the assigned Councilor will serve as the primary information liaison between the board or commission and Council, providing guidance and advice about the board or commission issues to bring to the attention of the Council for action or for information. The Councilor will, after consultation with the Chair of the board or commission attend regular meetings of the board or commission to participate in the board or commission as agreed and should meet periodically with the chair of the board or commission to determine the level of participation desired by the board or commission and issues in which the Council should be advised.

- Maintain the confidentiality of applicable County records and other information, as specifically required by law, policies, rules and regulations.
- Recognize the importance of County business being open to public scrutiny and that the business of the Council is generally public as required by law. However, the law also allows closed meetings when the public conduct of governmental business could put the public's interest at risk by jeopardizing sensitive negotiations or chilling the necessarily frank discussion needed to reach certain decisions. The Statutes provide carefully defined instances in which Council may conduct its business in closed session. In order to protect the information provided during closed sessions and to facilitate the collegiality in which the Council must function to do the best job it can for the public, individual councilors are expected to respect the confidential nature of information and discussions that are properly deemed confidential under the law.
- Evaluate the performance of the County Manager and the County Attorney according to the schedule and template adopted as shown in Attachment A.
- Hire the County Manager and County Attorney according to the process outlined in Attachment B.
- Provide input to the hiring of the Department of Public Utilities Manager as conducted by the Board of Public Utilities. Appointment shall only occur with formal approval of the Council in accordance with the County Code.
- Councilors will respond to emails, phone calls, and texts from other councilors within a reasonable time frame; ideally within 3 days.
- If requested, councilors will meet with any other Councilor, as appropriate under the Open Meetings Act, within a reasonable time frame; ideally within a week.
- Each Councilor shall submit at least annually, no later than ~~January~~February 15 of each year, a completed Disclosure of Outside Employment, Membership and Financial Interest form. Councilors shall also submit updated forms to include any changes that occur before the annual submission to ensure full and accurate disclosure. Councilor disclosure statements and any updates shall be kept on file in the County's Human Resources Department and shall be posted on the County's Sunshine web page. Each year, the Human Resources Department will remind Councilors to fill out these forms in a timely manner.
- The New Mexico Inspection of Public Records Act (Act), NMSA 1978, Sections 14-2-1, et seq., requires governmental agencies to make their records available to the public, with limited statutory exceptions. Councilors shall respond to the Records Custodian according to the timeline and instructions accompanying the request. Councilors shall immediately notify the Custodian if circumstances exist that could prevent timely compliance with the instructions or request.

**COUNCILOR EMAIL COMMUNICATIONS**

Councilors shall use a Los Alamos County provided email account for all Council business. If a Councilor receives any email communications regarding Council business in a non-County email account, the Councilor shall forward such email communications to his/her County email account and only respond to, reply or forward such email communications from his/her County email account.

## COUNCIL MEETINGS

**Regular Meetings.** Regular meetings of Council will be set under the requirements of the annual Opening Meetings Resolution adopted by Council.

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

**Closed Meetings.** The Chair may call a closed session to discuss issues (such as pending litigation, personnel matters, collective bargaining strategy) pursuant to NMSA 1978, 10-15-1 (H)(2,5 etc.). Following the closed session, the Chair will call for a motion that is substantially similar to the following:

"I move that Council approve the following statement for inclusion in the minutes: 'The matters discussed in the closed session held on (MONTH)(DAY)(YEAR) that began at (TIME) were limited only to those topics specified in the (NOTICE)(MOTION) of the closed session, and no action was taken on any matter in that closed session.'"

This motion is a procedural motion, therefore only a show of hands is required rather than a roll call vote.

**Special Meetings.** The Chair, may call a special meeting, or the Council at an open meeting may set a special meeting for the purpose of conducting County business. Notice of a special meeting will follow the requirements of the annual Open Meetings Resolution.

**Emergency Meetings.** The Chair may call an emergency meeting in accordance with the annual Open Meetings Resolution.

**Meeting Agendas.** The Chair and Vice-Chair will, in consultation with the County Manager, develop the Council meeting agenda. The Chair will schedule another Councilor to participate in each agenda development meeting. A list of proposed agenda items will be provided to Council at each Council meeting and may be reviewed during Council Business at a Council meeting.

Any Councilor may request to have an item placed on a future Council meeting agenda. The item will be placed on the agenda as soon as practicable.

The agenda for any regular meeting may include a consent calendar. The purpose of the consent calendar is to expedite Council consideration and approval of routine, ordinary, or other items that do not require discussion and for which a public hearing is not required by law. Any item on the consent calendar that a Councilor asks to be considered separately will be pulled from the consent calendar for separate consideration. Consent calendar items that have been pulled shall be considered in the Business section of the agenda, or tabled by motion. The public will be offered an opportunity to make comment on the items on the consent calendar right after the public comment section at the beginning of the meeting.

**Citizen Petitions.** When a subject appears on an agenda as a result of a properly presented citizen petition, the Council may:

- Acknowledge receipt of the petition and take no further action; or

- Acknowledge receipt of the petition and take the requested action or a different action addressing the subject; or
- Refer the matter to an appropriate Board or Commission or Council Subcommittee; or
- Decide to investigate the subject and discuss further, in which case a future date may be set for the presentation of additional information, Council discussion and possible action.

**Introduction of Ordinances.** When a proposed ordinance is introduced, a Councilor may propose that the introduction is followed by discussion to clarify the purpose of the ordinance, notify the community about the ordinance, allow initial Councilor questions, and describe the process leading up to the public hearing on the ordinance.

## **VACANCIES**

**Elected Officials.** Should a vacancy arise in the office of an elected official, Council shall appoint a successor in accordance with appropriate New Mexico statutes. Council will utilize the procedure specified in Attachment C for selecting among candidates to fill the vacancy.

**Utility Board Members.** Pursuant to § 501 of the Charter, Council selects members of the Board of Public Utilities. New members shall be appointed according to the procedure specified in Attachment D.

## **BASIC FORMAT FOR AN AGENDA ITEM DISCUSSION**

Council meetings have a written, published agenda. Each agenda item can be handled by the Chair in the following basic format.

***First,*** the Chair should clearly announce the agenda item number and clearly state what the subject is.

\*Should the item be one which could generate a concern about the Code of Conduct or a real or perceived conflict of interest, the affected Councilor should make inquiry about the existence of a conflict at this point.

***Second,*** the Chair should invite the appropriate individuals or parties to report on the item.

***Third,*** the Chair should ask Councilors if they have any technical questions for clarification. At this point, Councilors may ask clarifying questions to the parties or individuals who reported on the item, and they should be given time to respond.

***Fourth,*** the Chair should invite public comments. If numerous members of the public indicate a desire to speak to the subject, the Chair may limit the time of each public speaker. At the conclusion of the public comments, the Chair should announce that the public input has concluded. For quasi-judicial proceedings, the Chair will be provided with detailed instructions designed solely for the conduct of that type of meeting.

***Fifth,*** the Chair should invite a motion from a member of Council. The Chair should announce the name of the Councilor who makes the motion.

***Sixth,*** the Chair should determine if any Councilor wishes to second the motion. The Chair should announce the name of the Councilor who seconds the motion. It is compulsory practice for a motion to require a second before proceeding with it, to ensure that it is not just one Councilor who is interested in a particular approach.

***Seventh,*** the Chair shall ensure the motion is clearly understood before the discussion or vote. This can be done in one of three ways:

The Chair can ask the maker of the motion to repeat it; or

The Chair can repeat the motion; or

The Chair can ask the clerk to repeat the motion.

**Eighth**, the Chair shall invite discussion of the motion by the members of Council. If there has been no discussion or a very brief discussion, the Chair will announce that a vote will proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

If a substitute motion or a motion to amend changes the motion before Council, the Chair may, in his or her discretion, reopen the floor to public comment on the substituted or amended motion.

If the issue is one that is likely to engender a great deal of Councilor comment, the Chair may limit each Councilor's comments to an agreed-upon number of minutes. As a matter of courtesy and fairness, Councilors are expected to terminate their comments immediately after being advised that their time has expired.

**Ninth**, the Chair takes a vote by asking the clerk to call the roll of Councilors present. A majority of at least four Councilors determines whether the motion passes or is defeated.

**Tenth**, the Chair should announce the result of the vote and should announce what action (if any) the Council has taken. In announcing the result, the Chair should indicate the names of the Councilors, if any, who voted in the minority on the motion. This announcement may take the following form: "The motion passes by a vote of 4-2, with Councilors Smith and Jones dissenting. We have passed a motion requiring 10 days' notice for all future meetings of the Los Alamos County Council."

## MOTIONS IN GENERAL

Motions are vehicles for decision-making. It is usually best to have a motion before the Council prior to starting discussions. A motion helps focus the discussion.

As noted, the Chair has every right as a member of Council to make a motion, but normally should do so only if he or she wishes a motion be made but no other Councilor seems willing to do so.

## THE THREE COMMON MOTIONS

Three motions are the most common:

- **The main motion.** The main motion is the one that puts forward a decision for consideration. A main motion might be: "I move that Council create a five-member committee to plan and put on an annual fundraiser."
- **The friendly amendment.** A friendly amendment seeks to amend a motion under debate in a manner acceptable to the motioner and the seconder. A friendly amendment cannot be proposed by the motioner or seconder. If the proposed amendment is accepted by the motioner and the seconder then the motion under debate is amended as proposed
- **The substitute motion.** A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. A vote on a motion to substitute should occur before the vote on the main motion. If the motion to substitute passes then, and only then, should a vote be taken on the substance of the substitute motion. If the motion to substitute does not pass, then the main motion as originally stated remains before Council. If a Councilor wants to completely ~~do away with~~ <sup>take away</sup> the main motion under discussion and



put a new motion before Council, he or she would make a substitute motion. A substitute motion might be: "I move to substitute the main motion before Council with a motion to cancel the annual fundraiser this year."

Motions to amend and substitute motions essentially serve the same purpose which is to change the main motion that is before the Council. A majority vote of the Council is required to change the main motion that is before the Council regardless of whether the motion is to amend or substitute. As these motions are procedural motions, a roll call vote of the entire Council is not required for their passage.

## TO DEBATE OR NOT DEBATE

The basic rule of motions is that they are subject to debate and discussion. Accordingly, basic motions, motions to suspend the rules, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the Council. The debate can continue as long as Councilors wish to discuss an item, subject to the decision of the Chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the Council to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Chair must immediately call for a vote of the Council without debate on the motion):

- **A motion to adjourn.** The Chair may announce the adjournment of a meeting unless a Councilor objects, in which case a motion to adjourn must be passed before the meeting is adjourned. Once passed, this motion requires the Council to immediately adjourn to its next regularly scheduled meeting.
- **A motion to recess.** This motion, if passed, requires the Council to immediately take a recess. Normally, the Chair determines and states the time or date at which the meeting will reconvene.
- **A motion to fix the time to adjourn.** This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn the meeting at midnight."
- **A motion to table.** This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on hold. The motion may contain a specific time in which the item can come back to Council. Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to Council will have to be taken at a future meeting.
- **A motion to limit debate.** The most common form of this motion is to say: "I move the previous question" or "I call for the question." When a Councilor makes such a motion, the Councilor is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the Chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the Council from even considering an item on the agenda.
- **A motion to close nominations.** When choosing officers of the Council, such as the Chair and Vice-Chair, nominations are in order from the floor of the Council. A motion to close nominations effectively cuts off the right of Councilors to nominate others for consideration.

- **A motion to suspend the rules.** This motion suspends a particular adopted procedural rule, or, if the parliamentary procedural rule is not specifically addressed in the adopted procedural rules, then the motion can be deployed to suspend a particular rule from Robert's Rules of Order. This motion should be deployed sparingly in the rare circumstance when the aforementioned rules of parliamentary procedure unduly burden the substantive work at hand. Robert's Rules of Order provides that this motion requires a TWO-THIRDS majority; the motion is neither debatable nor subject to a motion to reconsider.

## **THE MOTION TO RECONSIDER**

A tenet of parliamentary procedure is bringing finality to an agenda item. After vigorous discussion, debate and vote, there must be closure to an agenda item. So, after a vote is taken, the agenda item is deemed closed. The agenda item can only be reconsidered if a proper motion for consideration is made and approved.

In regard to the timing of a motion for reconsideration, the motion can only be made at either the meeting where the agenda item was first voted upon, or at the next regular meeting after the agenda item was voted upon, otherwise the motion for reconsideration is untimely. However, if a Councilor wishes to revisit an agenda item from a past meeting where a motion for reconsideration would be untimely, a motion to suspend the rule regarding the timeliness of a motion for reconsideration can be made. If the motion to suspend the timeliness rule is approved by a two-thirds majority of Council, the Council can then proceed with a motion to reconsider a previous agenda item.

In applying this rule on timeliness, it is crucial to maintain the distinction between a particular agenda item, and the subject matter of a particular agenda item. A motion for reconsideration only applies to a particular agenda item, and not the subject matter of the agenda item. For example, if the Council approves Ordinance A that soon proves in need of revision or repeal, Council is free to bring forth Ordinance B repealing or modifying Ordinance A without the need

for a motion for reconsideration. Ordinance B addresses the same subject matter as Ordinance A but is a new agenda item. As such, a motion for reconsideration should be viewed merely as a tool to reconsider a recently voted upon particular agenda item.

In regard to who may make a motion for reconsideration, only a councilor who voted in the prevailing faction on the previously addressed agenda item may make a motion to reconsider the past particular agenda item. A corollary of this rule is that only a councilor who voted in the prevailing faction on the previously addressed agenda item may make a motion to suspend the rules so Council can entertain an otherwise untimely motion to reconsider a previously voted upon particular agenda item.

Once an appropriate motion for reconsideration is made and approved by a majority vote of Council, the previously addressed agenda item may be discussed and debated as if it were on the floor for the first time.

Certain motions are not subject to a motion for reconsideration. Typical motions not subject to a motion for reconsideration include, but are not limited to, motions to adjourn, to suspend the rules, to close nominations, for a point of order, to take from the table, to take up a question out of its proper order, to recess, and, of course, a motion for reconsideration is not subject to a motion for reconsideration.

## **COURTESY AND DECORUM**

The rules of order are meant to create an atmosphere where members of the Council and members of the public can attend to business efficiently, fairly, and with full participation. And at the same time, it is up to the Chair and the Council to maintain common courtesy and decorum. Only one person can have the floor at a time; each speaker shall be first recognized by the Chair before speaking.

The Chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not the personalities of the Councilors, staff or the public. Debate on policy is healthy; debate on personalities is not. The Chair has the right to cut off discussion that is too personal, too loud, too unprofessional or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the Chair may, however, limit the time allotted to speakers. Can Councilors interrupt a speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

- **Privilege.** The proper interruption would be: "Point of Privilege." The Chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.
- **Order.** The proper interruption would be "Point of Order." Again, the Chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting; for example, if the Chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.
- **Appeal.** If the Chair makes a ruling that a Councilor disagrees with, the Councilor may appeal the ruling of the Chair by motion. If the motion is seconded and after debate, it passes by a majority vote, then the ruling of the Chair is reversed.
- **Call for orders of the day.** This is simply another way of saying, "Let's return to the agenda." If a Councilor believes the Council has drifted from the agreed upon agenda,

such a call may be made. It does not require a vote, and when the Chair discovers the agenda has not been followed, the Chair simply reminds the Council to return to the agenda item before them. If the Chair fails to do so, the Chair's determination may be appealed by motion.

- **Withdraw a motion.** During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Chair may ask the person who seconded the motion if he or she wishes to make the same motion, or any other Councilor may make the motion if properly recognized.

## **SPECIAL NOTES ABOUT PUBLIC INPUT**

The rules outlined here help make meetings very public friendly. But in addition, and particularly for the Chair, it is wise to remember three special rules that apply to each agenda item:

**Rule One:** Tell the public what the Council will be doing.

**Rule Two:** Keep the public informed while the Council is doing their work.

**Rule Three:** When the Council has acted, tell the public exactly what the Council did.

Public input is essential to a healthy democracy, and community participation is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a Council meeting are offered as tools for effective leadership and as a means of developing sound policy.

## **COUNCIL COMMITTEES**

### **Council Standing Committees.**

- **Existing and new standing committees.** Council may create a standing committee of its members at any time it determines that continuing advice or interaction is needed on a subject or range of subjects on an ongoing basis or that it needs representation of its adopted positions on County matters. A standing committee's term will continue indefinitely unless its term is changed by Council vote. The committee shall report periodically to Council on its advice and activities. A current list of the Council's standing committees is maintained by the County Manager.
- **Membership.** Appointments to standing committees will be made annually on a rotational basis, as described below, unless Council determines that there is good reason to select and appoint members on an alternative basis. Standing committees shall be comprised of no more than three Councilors. The committee may request that staff be assigned to assist the committee and may request the assistance of members of the community or other advisors or experts in supplying information or to act as a resource to the committee.
- **Councilor responsibilities.** Councilors appointed to standing committees shall make reasonable efforts to attend meetings of the standing committee and if the Councilor is unable to attend meetings on a regular basis, the Councilor shall notify the Council Chair and request another Councilor be appointed as a replacement or state good reasons for the Councilor's absence. It is the responsibility of each Councilor to assure that the

standing committee addresses and provides advice to Council on the issues assigned to the committee. Councilors other than the committee members may not attend committee meetings unless the non-member Councilor gives sufficient prior notice to the chair of the committee for compliance with the Open Meetings Act, if applicable.

### **Council Ad hoc Committees.**

- **Establishment and expiration of ad hoc committees.** Council may establish an ad hoc council committee of no more than three Councilors at any time Council finds that there is a need for "one-time" advice to the Council to carry out a specified task. Ad hoc committees shall be created and Councilors shall be appointed by motion and vote of Council. At the time an ad hoc committee is created, the advice requested by the committee and the expected time of completion of its objective shall be clearly stated by Council. The committee may request that staff be assigned to assist the committee and may request the assistance of members of the community or other advisors or experts in supplying information or to act as a resource to the committee.
- **Councilor responsibilities.** Councilors appointed to ad hoc committees shall have the same responsibilities as Councilors appointed to a standing committee.

### **COUNCILOR EXPENSES**

**Expense reimbursement.** A Councilor shall be reimbursed for expenses incurred for work and travel on County business and for participation with organizations or associations of which the County is a member, including special work assignments, under the following conditions:

- The travel participation in meetings or other work assignment has been approved by the Council in advance, or if advance approval was not possible, with permission of the Chair, followed by Council approval at the earliest possible time after the expense was incurred.
- The reimbursement for expenses complies with all applicable law, rules and regulations and policies.
- The Chair (or Vice-Chair for the Chair's expenses) acknowledges the application for reimbursement of Councilor expenses.
- Councilors are expected to respect budget limitations and will limit overall expenditures of public money to the extent practical.

**Expense approval.** Reimbursement for Councilor expenses not exceeding \$250.00 in a calendar month made in accordance with these rules do not need specific Council action. The Council must approve reimbursement of Councilor expenses exceeding \$250.00 in any calendar month.

**ADOPTED** this. 27<sup>th</sup> day of July, 2021

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

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**Randall Ryti  
Council Chair**

**Attachment A**

**County Manager and County Attorney Performance Appraisal Process**

<b>Due Date*</b>	<b>Action</b>	<b>Comments</b>
Performance Period April 1-March 31		
Mid May	<p>Employee self-assessment due to County Council, to include:</p> <ul style="list-style-type: none"> <li>• Current performance</li> <li>• Future performance objectives</li> <li>• Career Development Goals</li> </ul>	<p>Employee to use Contract Employee Performance Self-Evaluation Form.</p> <p>Identify 4-6 performance objectives for the County Manager from areas such as: Operational (1) Fiscal (1) Communication (1) Strategic (2-3)</p> <p>Identify 4-6 performance objectives for the County Attorney from areas such as: Office operations (1) Legal support (Council, Boards and Commission Members) (1) Reduction of legal vulnerability (1) Professional conduct (2-3)</p>
End of May	<p>Council closed session meeting with employee to discuss:</p> <ul style="list-style-type: none"> <li>• Performance</li> <li>• Future performance objectives</li> <li>• Career development goals</li> </ul>	Each employee meeting anticipated to last ~45 minutes.
End of May	<p>Council closed session to determine:</p> <ul style="list-style-type: none"> <li>• Final performance overall evaluation rating</li> <li>• Proposed salary adjustment</li> <li>• Support needed for achieving career development goals</li> </ul> <p>Each Councilor will provide written feedback for each performance objective using the Contract Employee Performance Council Evaluation Form; this feedback will be integrated by the Council Chair to prepare the written feedback for each performance objective. (The individual evaluation forms will be attached to the final integrated feedback.)</p>	<p>Final performance evaluation will include written feedback for each of the performance objectives and overall rating using the County-wide rating system of unsatisfactory, development needed, meets, exceeds, or far exceeds for each performance objective and overall rating.</p> <p>Performance rating and salary increase range (merit + CPI) for County-wide personnel will be used as parameters for salary adjustment in accordance with the applicable employment contract and other considerations as deemed necessary and agreed to by Council.</p>
Mid June 15	Council closed session to provide final performance evaluation to employee	Each employee meeting anticipated to last ~ 15 minutes.

		Final integrated Council evaluation sent to HR with overall score along with the salary adjustment allocated as agreed to in an open meeting vote by Council.
Mid December	Interim performance discussion between Council and employee	Each employee discussion anticipated to last ~45 minutes.  Significant comments will be documented and provided to the employee and available for the May year-end performance review as required and/or appropriate.

\*It is understood that modifications to the timeline and process may need to be made based on competing County and/or Councilor commitments and County Calendar

**County Manager and County Attorney Performance  
Self-Evaluation Form**

**Name and Date:**

**Position:**

**Performance Objective #1:**

**Performance Objective #2:**

**Performance Objective #3:**

**Performance Objective #4:**

**Performance Objective #5:**

**Performance Objective #6:**

**Proposed Future Performance Objectives:**

**Proposed Career Development Goals:**

**Overall Assessment:**

**County Manager and County Attorney Performance  
Council Evaluation Form**

**Councilor Name, and Date:**

**Employee Name and Position:**

**Performance Objective #1:**

**Performance Objective #2:**

**Performance Objective #3:**

**Performance Objective #4:**

**Performance Objective #5:**

**Performance Objective #6:**

**Proposed Future Performance Objectives:**

**Proposed Career Development Goals:**

**Overall Assessment:**



## **Attachment B**

### **Hiring Process for Los Alamos County Manager and County Attorney**

1. The first step in the hiring process is development of a search committee comprised of up to three County Councilors, one of which to be the Chair and the other two to be appointed by the Chair, and possibly the outgoing incumbent. The search committee responsibilities include clarification of the job requirements, timeline, development of needed recruiting materials and development of job advertisements as well as communicating key elements to County Staff, Council, and the community as appropriate. The search committee will be led by the Human Resources Division.
2. The hiring process will include both local and national recruitment efforts for the position.
3. Once the job advertisement has been closed and the applications qualified by the Human Resources Division, the search committee will screen the applicants. If a down-select of the applicants is required, this will be performed by the search committee and noticed as a closed session as proscribed by the Open Meetings Act.
4. The candidate interview process will include mechanisms for obtaining input from including the County Manager's Office, the Department of Public Utilities, County Attorney's Office, County Council, Board of Public Utilities, County staff and the community. It will provide opportunities to evaluate leadership and management skills, communication skills (both within the County and with the public), fiscal management skills, and specific technical skills as applicable to the position.
5. The final selection of the Employee will be made by County Council. Final negotiations to conclude a contract with the employee will be led by the Human Resources Division working with the appropriate legal department representative and Council Chair. The final contract will be approved by full Council during a public meeting as proscribed by the Open Meetings Act.

## **Attachment C**

### **Los Alamos County Council Appointment Process for Selection of Elected Officials**

6. When there is a vacancy in the office of an elected official, the County Council will solicit letters of interest and applications from the public.
7. When the recruiting process is complete, the County Council will appoint a committee to develop a set of interview questions specific to the elected office and that appropriately demonstrates the applicants' skills, knowledge and interest in the position; they may also address issues relevant to the Community. The draft set of interview questions will be reviewed, discussed and agreed on by Council in the public meeting prior to initiating the interview process.
8. The County Council will then schedule a public interview and decision process at an upcoming council meeting.
9. 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 office.
  - Applicants will then answer interview 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. Public comment is limited to three minutes per citizen.
  - After public comment, the Council will take a roll call vote.
  - The applicant with the most votes will be appointed to fill the vacancy.
  - In order to be selected, an applicant must receive a minimum of 4 votes. If no applicant receives 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.

## **Attachment D**

### **Los Alamos County Council Appointment Process for Selection of Board of Public Utilities Member**

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 preliminary interview committee to screen the applicants. Members of the preliminary interview 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 preliminary interview 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 preliminary interview committee conducts the interviews of all applicants, the committee will provide the results of the preliminary interviews to the County Council in writing..
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 4 votes. If no applicant receives 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.



# 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, October 26, 2021

6:00 PM

Due to COVID-19 concerns, meeting will be  
conducted remotely.  
<https://us06web.zoom.us/j/89708498317>

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#### 1. OPENING/ROLL CALL

The Council Chair, Randall Ryti, called the meeting to order at 6:01 p.m.

Councilor Reagor joined the meeting during the discussion of Item 2 at 6:02 p.m.

**The following Councilors were in attendance:**

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

#### 2. PLEDGE OF ALLEGIANCE

Councilor Reagor joined the meeting during the discussion of this item at 6:02 p.m.

Led by: All.

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

#### 3. STATEMENT REGARDING CLOSED SESSION

**Councilor Scott, read the following statement into the record: "The matters discussed in the closed session of County Council held on October 26, 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. We request this statement be included in the meeting minutes."**

#### 4. PUBLIC COMMENT

Ms. Wren Propp, 90 Granada Drive, commented on an Airbnb in her neighborhood.  
Mr. Carl Moffitt, 90 Granada Drive, commented on an Airbnb in his neighborhood.

## 5. APPROVAL OF AGENDA

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

The motion passed with the following vote:

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

## 6. PRESENTATIONS, PROCLAMATIONS AND RECONGNITIONS

### A. Briefing to Council by Bernadine Goldman, Chair of the Personnel Board

Ms. Bernadine Goldman, Personnel Board Chair, presented.

**No action taken.**

### B. Briefing to Council by Linda Deck, Chair of the Lodger's Tax Advisory Board

Ms. Linda Deck, Lodger's Tax Advisory Board Acting Chair, presented.  
Ms. Kelly Stewart, Economic Development Marketing Specialist, spoke.

**No action taken.**

### C. Short-Term Rental (STR) Discussion

Mr. Paul Andrus, Community Development Director, spoke.  
Ms. Margaret Ambrosino, Housing Programs Manager, presented.  
Mr. Daniel Ungerleider, Economic Development Administrator, spoke.

Public comment:  
None.

**No action taken.**

## 7. BUSINESS

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

A motion was made by Councilor Derkacs, seconded by Councilor Scott, that Council suspend their procedural rules for this work session, October 26, 2021, so that formal action may be taken.

The motion passed with the following vote:

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

- B. Approval of County Council Minutes for September 28, 2021

**A motion was made by Councilor Robinson, seconded by Councilor Williams, that Council approve the County Council Minutes for September 28, 2021.**

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

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

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

- A. Introduction of Incorporated County of Los Alamos Ordinance No. 712, An Ordinance Authorizing the Incorporated County of Los Alamos (County) to Amend Ordinance No's. 687 and 689 for the Purpose of Increasing the Principal Amount of the New Mexico Environment Department (NMED) Clean Water State Revolving Fund (CWSRF) Loan Number CWSRF 083

**Councilor Robinson introduced without prejudice, Incorporated County of Los Alamos, New Mexico Ordinance No. 712, An Ordinance authorizing the Utilities Manager to submit a request and necessary documents to the New Mexico Environment Department to increase the loan amount as authorized in County Ordinances 687 and 689, up to a maximum loan amount of Thirty Million Dollars (\$30,000,000.00) for the NMED Project CWSRF 083 under the same terms and conditions set forth for the original loan, and forward to the County Council for Approval.**

- B. Introduction of Incorporated County of Los Alamos Ordinance No. 713 Providing for the Transfer of Land to the New Mexico Department of Transportation (NMDOT)

**Councilor Scott introduced without prejudice, Incorporated County of Los Alamos Ordinance No. 713, an Ordinance providing for the transfer of approximately 2,698 Square Feet of certain public land along Trinity Drive (NM 502) owned by the Incorporated County of Los Alamos to the New Mexico Department of Transportation for public road improvements and ask staff to assure that it is published as provided in the County Charter.**

## **9. COUNCIL BUSINESS**

- A. Discussion on Councilor Attendance at Agenda Setting Meetings

Councilor Ryti presented.

Public Comment:  
None.

**No action taken.**

- B. Council Chair Report

Chair Ryti reported on a meeting with Santa Clara Pueblo, the County and Schools meeting, a meeting with the New Mexico Environment Department, the Mayor's Council meeting, a meeting with the US Army, a meeting with a student regarding outdoor recreation, and letters of support that were signed.

**C. Preview of Upcoming Agenda Items**

Councilor Rytí announced there will be a Special Council Meeting this Friday October 29, 2021.

Councilor Robinson highlighted upcoming agenda items regarding the vacancy ordinance, actions taken regarding the animal shelter advisory committee and a possible ordinance regarding the profit transfer with the Department of Public Utilities.

Councilor Izraelevitz advised of a possible upcoming agenda item relating to the wording of the closed meeting statement.

Councilor Williams advised that an item related to the County's use of glyphosate will be on an upcoming agenda.

**10. PUBLIC COMMENT**

None.

**11. ADJOURNMENT**

The meeting adjourned at 8:06 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

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Randall T. Rytí, Council Chair

Attest:

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Naomi D. Maestas, County Clerk

Meeting Transcribed By: Victoria L. Martinez, Senior Deputy Clerk

Minutes

County Council – Special 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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Friday, October 29, 2021

3:00 PM

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

<https://us6web.zoom.us/j/82608912128>

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1. OPENING/ROLL CALL

The Council Chair, Randall Ryti, called the meeting to order at 3:00 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.

3. PUBLIC COMMENT

None.

4. APPROVAL OF AGENDA

A motion was made by Councilor Reagor, seconded by Councilor Izraelevitz, that the agenda be approved.

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. PUBLIC HEARINGS(S)

- A. Incorporated County of Los Alamos Resolution No. 21-30, A Resolution Declaring the Hotel Structure, Commonly Referred to as "The Hilltop House" Located at 400 Trinity Drive, Los Alamos, New Mexico, A Menace to the Public Comfort, Health, Peace, and Safety and Ordering Removal of the Hilltop House, and Associated Ruins, Rubbish, Wreckage, and Debris from Los Alamos County

Mr. Steven Lynne, County Manager, presented.

Public Comment:

Mr. Karl Sommer, PO BOX 2476 Santa Fe, New Mexico, spoke.

A motion was made by Councilor Robinson, seconded by Councilor Williams, that Council adopt Incorporated County of Los Alamos Resolution No. 21-30, a Resolution Declaring the Hotel Structure, Commonly Referred to as "The Hilltop House" Located at 400 Trinity Drive, Los Alamos, New Mexico, A Menace to the Public Comfort, Health, Peace, and Safety and Ordering Removal of the Hilltop House, and Associated Ruins, Rubbish, Wreckage, and Debris from Los Alamos County, pursuant to the powers granted to the Incorporated County of Los Alamos by NMSA § 3-18-5.

The motion passed with the following vote:

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

6. ADJOURNMENT

The meeting adjourned at 3:13 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

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Randall T. Ryti, Council Chair

Attest:

---

Naomi D. Maestas, County Clerk

Meeting Transcribed By: Victoria Montoya, Senior Deputy Clerk



# County of Los Alamos

## Staff Report

November 09, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** B.

**Index (Council Goals):**

**Presenters:** Jon Bulthuis, Acting Public Works Director and Robert Feagans, Facilities Division Manager

**Legislative File:** AGR0796-21

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### **Title**

Approval of General Services Agreement AGR22-20 in the Amount of \$231,560.00 plus Applicable Gross Receipts Tax, for a seven year term, to Rentokil North America, Inc., dba New Mexico Pest Control for monthly pest control services within County owned properties in Los Alamos and White Rock

### **..Recommended Motion**

**I move that Council approve the services agreement AGR22-20 in the Amount of \$231,560.00 plus Applicable Gross Receipts Tax, for a seven year term, to Rentokil North America, Inc., dba New Mexico Pest Control for monthly pest control services within County owned properties.**

### **County Manager's Recommendation**

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

### **Body**

On August 22, 2021, the County advertised a formal competitive solicitation for pest control services through Request for Proposals No. 22-20. Four proposals were received on September 7, 2021, and the evaluation committee is recommending award to New Mexico Pest Control for pest control services.

New Mexico Pest Control will perform monthly pest control services at County owned properties in Los Alamos and White Rock. Services shall include preventative insect and rodent control along with treatments for pest infestations.

Upon Council approval, the Notice of Award will be sent to the contractor on November 10, 2021, and work could begin November 17, 2021.

### **Alternatives**

Council could choose to not award the Bid and postpone or cancel pest control services for the County.

### **Fiscal and Staff Impact/Planned Item**

Potential pest infestation within County buildings leading to unhealthy work environments and increased cost for infestation treatments as opposed to preventative treatments.

### **Attachments**

- A - Incorporated County of Los Alamos Services Agreement
- B - RFP22-20 Pest Control Services



**INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Rentokil North America, Inc., dba New Mexico Pest Control** ("Contractor"), collectively the "Parties," to be effective for all purposes November 10, 2021.

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-20 (the "RFP") on August 22, 2021, requesting proposals for Pest Control Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated September 7, 2021 ("Contractor's Response"); and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on November, 9, 2021; and

**WHEREAS**, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES:**

1. **Generally.** Contractor shall furnish all Services, skilled labor, materials, equipment, insurance, permits and permit fees (if any) necessary to render monthly pest control services within County-owned properties in Los Alamos and White Rock as shown in Exhibit "A". County reserves the sole option to add or remove facilities to or from the list in Exhibit "A" during the Term of the Agreement.
  - a. Contractor shall perform all work in a safe manner and in accordance with applicable industry and safety rules and regulations for pest control procedures.
  - b. Contractor shall use only those pesticides which have been registered by the Environmental Protection Agency (EPA) and other governmental agencies having authority in this field.
  - c. All work shall be performed by properly licensed staff. Upon execution of the Agreement, Contractor shall provide a list of all staff and copies of their licenses and shall provide updated lists within ten (10) calendar days if there is a change to staff.
  - d. Upon execution of this Agreement, Contractor shall provide to the County Facilities Manager all Safety Data Sheets (SDSs) for all substances or products used and shall provide updated SDSs immediately upon any change either to the SDSs or

to the substances or products being used. Contractor shall comply with all Occupational Safety and Health (OSHA) requirements as they relate to SDSs and, at a minimum, shall be able to provide immediate access to SDS information at any time while onsite upon request by a County employee.

- e. Upon execution of this Agreement, Contractor shall provide a list to the County Facilities Services Manager showing type, number, and location of all control mechanisms (e.g., bait traps, glue traps, snap traps, etc.) and shall provide updated lists within ten (10) calendar days if there is a change.
- f. Contractor shall, upon completion of every service, submit a service report to the County Facilities Services Manager on the date of service. The report shall show areas treated, time in and out, the pesticide code, percentage and amount of each pesticide applied or re-applied, number and type of rodent(s), and any other pest(s) encountered and their disposition. When conditions conducive to the breeding harborage of pest infestation are observed, Contractor shall submit a written report to the County Facilities Services Manager within five (5) business days, so County can request corrective action. This report may be included in the standard service report required after a visit or may be submitted as a separate report. A copy of all reports shall be maintained in Contractor's files throughout the Term of this Agreement.

**2. Regular Routine Monthly Pest Control Services.** Contractor shall perform regular monthly service calls, at dates and times to be scheduled by both Parties, but usually during regular business hours between 7:30 a.m. to 5:00 p.m., Monday through Friday, to perform routine pest control services described below at each facility listed in Exhibit "A."

- a. Contractor's service technician shall report to the County Facilities Services Manager upon arrival and departure. At that time, information shall be exchanged concerning areas that require special attention.
- b. Contractor shall inspect and treat with proactive pest control treatment, interior and exterior areas, which include, but shall not be limited to the following: common areas, mechanical rooms, utility closets, break rooms, shipping and receiving areas, administrative and lobby areas, storage rooms, and restrooms. Proactive pest control treatments shall be applied at least three (3) feet out from the foundation of the location whenever possible.
- c. All rodent control placements shall be checked during each service visit. Bait materials shall be maintained in a clean and sanitary condition. Rodents shall be removed from traps and glue stations shall be replaced, as necessary, and disposed of properly by Contractor.
- d. **Regular Insect Control.** Includes, but may not be limited to, cockroaches, silverfish, ground beetles, crickets, ants, stinging pests, flying insects, and spiders or other similar insect problems identified by County. Minimum control methods and regular service shall include, but shall not be limited to, the following:
  - i. Preventative insect controls applied to potential interior and exterior areas of infestation during each scheduled service.
  - ii. Use of a wall injection system, if needed, to treat spaces behind walls. Contractor shall specify means to treat prior to application. If this type of application is necessary, Contractor shall notify the Facilities Services Manager prior to application. Where insect harborage is concealed, Contractor shall provide access to the areas utilizing one or two methods described in this Section and seal the access opening.
  - iii. Application of liquid residue insecticides to cracks and crevices where pests breed or harbor.

- iv. Application of residue insecticides as spot treatment where labeling permits.
  - v. Application of insecticide dusts to voids or concealed areas.
  - vi. Use of baits where labeling permits.
  - vii. Application of non-residue insecticides or aerosols in sensitive areas, such as food processing areas.
  - viii. Written sanitation recommendations.
  - ix. Recommendations for methods County shall perform to help avoid infestations.
  - x. Termite control shall include conducting a survey and making recommendations as to the treatment needed.
- e. **Regular Rodent Control.** Includes, but is not limited to, rats and mice. Minimum control methods and regular service shall include, but shall not be limited to, the following:
- i. Sealing openings up to two (2) inches that allow rodent entry or harborage with steel wool or other suitable material. Such openings commonly exist where plumbing pipes, or electrical conduits or other penetrations through walls. Contractor shall notify County if holes larger than two (2) inches are encountered.
  - ii. Placing anticoagulant rodenticides in approved containers.
  - iii. Placing curiosity traps (e.g., Ketch-All® traps) in areas of potential infestation, including placement throughout food preparation areas.
  - iv. Maintaining bait traps on a monthly basis. All bait stations and curiosity traps shall be numbered and shall be dated and visited on each service date.
  - v. Setting out snap traps as needed on a monthly basis.
  - vi. Cleaning the areas where corrective rodent control traps have been set.
  - vii. Placing and maintaining cardboard or plastic bait stations containing anticoagulant rodenticides in stock rooms and maintenance rooms.

### 3. **Pest Infestation Requiring More Frequent Servicing.**

- a. When pest infestation requires more frequent servicing, beyond the regular and preventative services otherwise described herein, Contractor shall provide additional pest infestation service until control is achieved at the cost rates described in Exhibit "A". Prior to implementing measures to control pest infestation that exceed those regular or preventative services otherwise described herein, Contractor shall provide a plan to achieve control in writing to the Facilities Services Manager, which shall be subject to County approval.
- b. Pest infestation services may include, but not be limited to, termite control, insect control, corrective rodent control, or control of skunks, racoons, or other wildlife pests and nuisance animals.
- c. More frequent servicing to achieve rodent control for increased rodent activity may include, but shall not be limited to the following:
  - i. Regular Rodent Control measures described herein shall be increased in the area of activity.
  - ii. Snap traps (bait or with expanded trigger) shall be used in areas where such traps will not be in contact with County, its employees, contractor, guests, or invitees.
  - iii. Glue stations shall be used to quickly reduce rodent population.
  - iv. Tracking powder shall be contained in powder stations or in concealed voids where permitted by labeling.

- v. Cleaning the areas where visible evidence of rodents and droppings exist.

**SECTION B. TERM:** The term of this Agreement shall commence November 10, 2021, and shall continue through November 9, 2028, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

1. **Amount of Compensation.** The total amount payable under this Agreement for all Services identified herein shall be in accordance with rates identified in Exhibit "A." The fees payable hereunder shall not exceed TWO HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$231,560.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
  - a. County shall pay monthly fees for regular routine pest control services as outlined in Exhibit "A," in a total not-to-exceed amount for this Agreement of ONE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$196,560.00), which amount does not include applicable NMGR.
  - b. County shall pay monthly any fees for more frequent services for pest infestation as outlined in Exhibit "A," in a total not-to-exceed amount for this Agreement of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00), which does not include applicable NMGR.
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate, and endorsed to extend coverage for Care, Custody, and Control.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** With a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) each claim, with a ONE MILLION DOLLAR (\$1,000,000.00) annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of this contract, against any and all claims which may arise from the contractor's negligent performance of work described herein.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books

of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. APPLICABLE LAW:** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

**SECTION M. INDEMNITY:** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

**SECTION N. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION O. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

**SECTION P. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION Q. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION R. TERMINATION:**

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor



shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.

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

**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:

Robert Feagans, Facilities Services Manager  
Incorporated County of Los Alamos  
2132 Central Avenue  
Fuller Lodge, Room 111  
Los Alamos, New Mexico 87544

Contractor:

Evelyn Rivera, Office Manager  
Rentokil dba New Mexico Pest Control  
P.O. Box 5498  
Santa Fe, New Mexico 87544

**SECTION T. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

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

**SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**SECTION X. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION Y. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

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

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

**Approved as to form:**

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

**RENTOKIL NORTH AMERICA, INC., DBA NEW MEXICO**  
**PEST CONTROL**

BY: \_\_\_\_\_  
**BRIAN JOHNSON** **DATE**  
**OPERATIONS MANAGER**

**Exhibit "A"**  
**Compensation Rate Schedule**  
**AGR22-20**

**Regular Routine Monthly Pest Control Services**

Contractor shall perform regular services at County Facilities as described in Section A. of the Agreement at the following rates, excluding applicable gross receipts tax.

County reserves the sole option to add or remove facilities to or from the list below during the term of the Agreement. Adjustments to the compensation for such additions or subtractions shall be computed as follows:

Adjusted Square Footage x Cost Per Month = Adjusted Compensation

BUILDING	ADDRESS	SQUARE FOOTAGE	MONTHLY FEE FOR ALL 7 YEARS OF THE AGREEMENT						
			\$YR 1	\$YR 2	\$YR 3	\$YR 4	\$YR 5	\$YR 6	\$YR 7
Aquatic Center	2760 Canyon Rd	38,871	70	70	70	70	70	70	70
Golf Course	4240 Diamond Dr	9,087	55	55	55	55	55	55	55
GC Maint/Old Pro Shop	4280 Diamond Dr	8,195	55	55	55	55	55	55	55
Red Cross Building	2150 Juniper St	605	50	50	50	50	50	50	50
Fuller Lodge	2132 Central Ave	22,316	80	80	80	80	80	80	80
Historical Museum	1921 Juniper St	2,283	50	50	50	50	50	50	50
Betty Ehart Senior Center	1101 Bathtub Rd	14,850	70	70	70	70	70	70	70
Justice Center	2500 Trinity Dr	57,853	90	90	90	90	90	90	90
Mesa Public Library	2400 Central Ave	43,732	90	90	90	90	90	90	90
Community Building	475 20 <sup>th</sup> St	15,253	70	70	70	70	70	70	70
White Rock Senior Center	137 Longview Dr	3,405	50	50	50	50	50	50	50
White Rock Library	10 Sherwood Blvd	3,861	50	50	50	50	50	50	50
White Rock Activity Center	135 Longview Dr	3,116	50	50	50	50	50	50	50
White Rock Town Hall	139 Longview Dr	3,145	50	50	50	50	50	50	50
White Rock Youth Activity Center	10 Sherwood Blvd	2,566	50	50	50	50	50	50	50
Animal Shelter	226 East Rd	3,980	50	50	50	50	50	50	50
Fire Station 2	132 DP Rd	7,197	50	50	50	50	50	50	50
Fire Station 3	129 State Rd 4	33,000	90	90	90	90	90	90	90

Fire Station 4	4401 Diamond Dr	14,068	65	65	65	65	65	65	65
Fire Station 4 Tanker	4401 Diamond Dr	4,030	50	50	50	50	50	50	50
Fire Station 6	457 East Rd	5,785	50	50	50	50	50	50	50
Ice Rink	4477 West Rd	2,088	50	50	50	50	50	50	50
White Rock Overlook Park Maint	1 Overlook Rd	1,600	50	50	50	50	50	50	50
Ice Rink/Zam/Refrig /Boards	4477 West Rd	1,364	50	50	50	50	50	50	50
Ice Rink Locker 3 & 4	4477 West Rd	748	50	50	50	50	50	50	50
Airport	1040 Airport Rd	2,577	50	50	50	50	50	50	50
ECO Station	3701 East Jemez Rd	2,800	50	50	50	50	50	50	50
ECO Transfer Station	3701 East Jemez Rd	12,500	65	65	65	65	65	65	65
Bayo Waste Water Plant	1 Bayo Canyon	6,000	50	50	50	50	50	50	50
Civil Defense Bldg.	4017 Arkansas Ave	8,000	50	50	50	50	50	50	50
LA Little Theatre	1670 Nectar	10,125	55	55	55	55	55	55	55
Municipal Complex	1000 Central Ave	64,000	100	100	100	100	100	100	100
White Rock Waste Water Plant	2 Overlook Rd	1,448	50	50	50	50	50	50	50
White Rock Visitor Center	115 State Rd 4	3,500	50	50	50	50	50	50	50
Pajarito Cliffs – 1	101 Camino Entrada Bldg 1	38,039	90	90	90	90	90	90	90
Pajarito Cliffs – 2	101 Camino Entrada Bldg 2	8,388	55	55	55	55	55	55	55
Pajarito Cliffs – 3	101 Camino Entrada Bldg 3	56,019	100	100	100	100	100	100	100
Pajarito Cliffs – 5	101Camino Entrada Bldg 5	29,782	90	90	90	90	90	90	90
<b>Total Cost Per Month</b>		<b>546,176</b>	<b>2340</b>	<b>2340</b>	<b>2340</b>	<b>2340</b>	<b>2340</b>	<b>2340</b>	<b>2340</b>
<b>Total Cost Per Year</b>			<b>28080</b>	<b>28080</b>	<b>28080</b>	<b>28080</b>	<b>28080</b>	<b>28080</b>	<b>28080</b>

### Hourly Rates to Provide More Frequent Servicing for Pest Infestation

When pest infestation requires more frequent servicing, beyond the regular and preventative services otherwise described in the Agreement, Contractor shall provide, at the rates below, additional pest infestation service until control is achieved. Prior to implementing measures to control pest infestation that exceed those regular or preventative services otherwise described herein, Contractor shall provide a plan in writing to the County Facilities Services Manager and is

subject to County approval.

<b>COST CATEGORY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>	<b>YR 6</b>	<b>YR 7</b>
Termite Control	\$150/HR	\$150/HR	\$150/HR	\$150/HR	\$150/HR	\$150/HR	\$150/HR
Insect Control (Excluding Termites)	Included in monthly fee. No additional charge for more frequent servicing.						
Corrective Rodent Control	Included in monthly fee. No additional charge for more frequent servicing.						
Other Pest Infestation Control, Including Nuisance Animals	\$90/HR	\$90/HR	\$90/HR	\$90/HR	\$90/HR	\$90/HR	\$90/HR

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544

(505) 662-8191

Advertised: August 22, 2021

Closing Date: September 7, 2021

Non-Mandatory Pre-Proposal Conference: August 31, 2021

Request for Proposals ("RFP")  
RFP Number: 22-20  
RFP Name: Pest Control Services

**GENERAL INFORMATION**

1. **RFP Submission Procedure Change.** Due to the current COVID-19 (coronavirus) pandemic and Public Health Emergency declaration by the New Mexico Governor, until further notice, the following procedure is in effect: Proposals in response to this Requests for Proposals (RFP), may be submitted either in paper form, in a sealed envelope, or electronically by email in PDF format. All other requirements stated in the solicitation document remain unchanged and in effect.

**Only one of the following submission methods is required:**

2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: [lacbid@lacnm.us](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP22-20 Pest Control Services**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Jaime Kephart, Senior Buyer [jaime.kephart@lacnm.us](mailto:jaime.kephart@lacnm.us) to confirm the Proposal was received.

The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with proposals received in the [lacbid@lacnm.us](mailto:lacbid@lacnm.us) email box prior to **2:00 p.m. Mountain Time, September 7, 2021** will be reviewed.

Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, September 7, 2021** for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

4. Directions to Procurement office:



1. Drive WEST on NM-502 to Los Alamos.

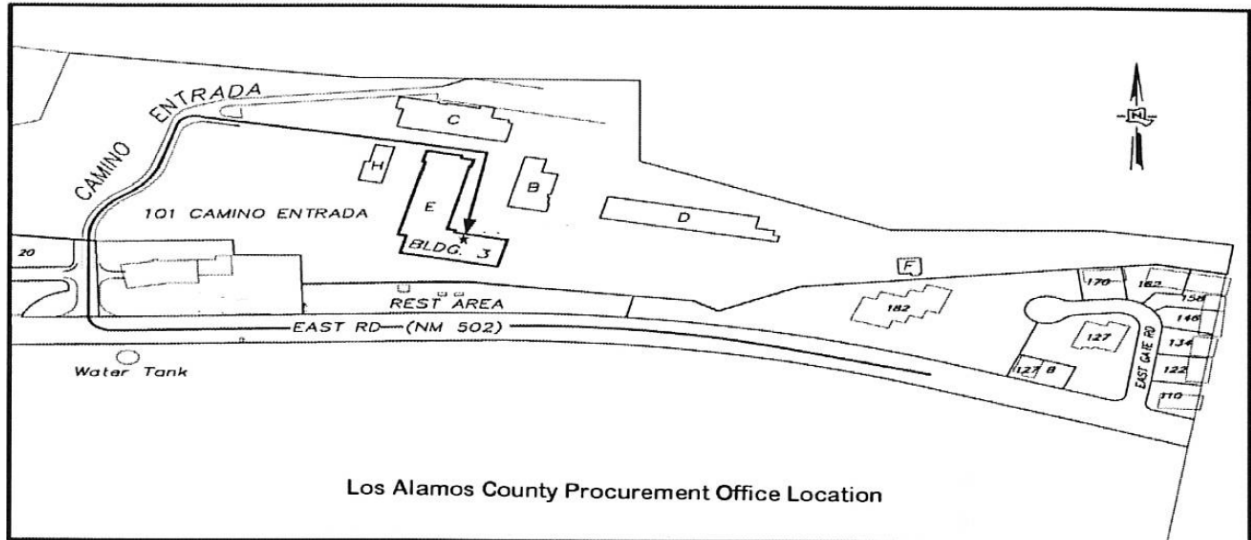
- Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.



2. Turn RIGHT on Camino Entrada.

- Road slopes downhill and curves to the right.

- ➡ 3. Take second RIGHT in to driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
  - Follow the signs to Building 3, the L-shaped building in the center of the complex.
  - If you pass the Holiday Inn Express and the Airport, you’ve gone too far.
- 4. Enter glass door marked “PROCUREMENT.” See map below.



5. The Incorporated County of Los Alamos (“County”) invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror’s expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to **seven (7) years**. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.

12. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
13. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al..
14. **A Non-Mandatory Pre-Proposal Conference will be held on August 31, 2021 at 8:30 a.m. Mountain Time, beginning at Fuller Lodge at 2132 Central Avenue, Los Alamos, NM 87544.**

## CONTACT INFORMATION

1. For project-specific information, contact Bob Feagans, Project Manager at [robert.feagans@lacnm.us](mailto:robert.feagans@lacnm.us) ; (505) 662-8154.
2. For procurement process information, contact Jaime Kephart, Senior Buyer at [jaime.kephart@lacnm.us](mailto:jaime.kephart@lacnm.us) (505) 662-8191.

## NEED STATEMENT

1. The County is soliciting proposals for interior and exterior pest control services for approximately 38 County facilities or other County properties.
2. All Contractors must possess current licensing which allows them to perform pest control services in New Mexico.

## BACKGROUND

The Incorporated City and County of Los Alamos ("County") is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Two distinct communities, Los Alamos Town site and White Rock, each with its own visitor center, are home to ~18,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, and continues to gain notice for its vast scenic assets and recreational opportunities.

Visit the Los Alamos County website ([www.losalamosnm.us](http://www.losalamosnm.us)) and the tourism website ([www.visit.losalamos.com](http://www.visit.losalamos.com)) for more information.

## SCOPE OF SERVICES (or WORK)

Contractor shall furnish all services, skilled labor, materials, equipment, insurance, permits and fees (if any) necessary to render pest control services within County-owned properties in Los Alamos and White Rock. Contractor shall demonstrate at least five (5) years of experience. Pest control services shall include but are not limited to the following:

### 1. Regular Service Frequency and Scheduling

- a. Each facility, as listed in Exhibit "E," shall receive regular monthly service calls to perform the routine pest control services described below.
  - i. The service technician will report to a designated County supervisor upon arrival and departure. At that time, information can be exchanged concerning areas that require special attention.
  - ii. All rodent control placements will be checked during each service visit. Bait materials will be maintained in a fresh, attractive condition. Rodents will be removed from traps and glue stations will be replaced, as necessary, and disposed of properly by Contractor.
  - iii. Preventative insect control will be applied to potential areas of infestation during each scheduled service.
  - iv. When conditions conducive to the breeding harborage of pest infestation are



observed, contractor will submit a written report to County so that the County can take corrective action.

- 2. Report Forms and Report Keeping.** Contractor will furnish, at a minimum, a Service Report to County upon completion of every service visit. The report will show areas treated, time in and out, the pesticide code, percentage and amount of each pesticide applied or re-applied, number and type of rodent, other pest encountered and their disposition. A copy will be maintained in Contractor files through the term of the Agreement.
- 3. Nature of Work and Materials to be Used.**
  - a. All work shall be performed in a safe manner and in accordance with the most modern and effective scientific pest control procedures.
  - b. In control operations, only those pesticides will be used which have been registered by the Environmental Protection Agency and other governmental agencies having authority in this field.
  - c. All work shall be performed by properly licensed staff. Upon execution of the Agreement Contractor shall provide a list of all staff and copies of their licenses and shall provide updated lists within ten (10) calendar days if there is a change to staff.
  - d. Upon execution of the Agreement, Contractor shall provide to County all Safety Data Sheets (SDSs) for all substances or products used and shall provide updated SDSs immediately upon any change either to the SDSs or to the substances or products being used. Contractor shall comply with all Occupational Safety and Health (OSHA) requirements as they relate to SDSs and, at a minimum, shall be able to provide immediate access to SDS information at any time upon request by a County employee.
  - e. Upon execution of the Agreement, Contractor shall provide a list showing type, number and location of all control mechanisms (e.g., bait traps, glue traps, snap traps, etc.) and shall provide updated lists within ten (10) calendar days if there is a change.
- 4. Regular Insect Control.** Includes, but not limited to, roaches, ants, termites, silverfish, spiders and flying insects and any other similar problems identified by the County. Minimum control methods and regular service shall include, but shall not be limited to, the following:
  - a. Wall injection system, if needed, to treat spaces behind walls. Contractor shall specify means to treat prior to application. If this type of application is necessary, Contractor shall notify Facilities Services Manager prior to application. Where insect harborage is concealed, Contractor shall provide access to the areas utilizing one or two methods described in this Section and seal the access opening.
  - b. Application of liquid residue insecticides to cracks and crevices where these pests breed or harbor.
  - c. Application of residue insecticides as spot treatment where labeling permits.
  - d. Application of insecticide dusts to voids or concealed areas.
  - e. Use of baits where labeling permits.
  - f. Application of non-residue insecticides or aerosols in sensitive areas, such as food processing areas.
  - g. Written sanitation recommendations.
  - h. Recommendations for methods the County can or should perform to help avoid infestations.
  - i. Termite control will include conducting a survey and making recommendations as to the treatment needed.
- 5. Regular Rodent Control.** Includes, but not limited to, rats and mice. Contractor shall seal openings up to two (2) inches that allow rodent entry or harborage with steel wool or other suitable material. Such opening commonly exists where plumbing pipes, or electrical conduits or other penetrations through walls. Contractor shall notify County if holes larger than two inches are encountered. Minimum control methods and regular service shall include, but shall not be limited to, the following:
  - a. Regular Service
    - i. Anticoagulant rodenticides placed in approved containers.

- ii. Curiosity traps.
- iii. Minimum corrective rodent control for mice and rats to include the following:
  - 1. Maintain bait traps on a monthly basis.
  - 2. Set out snap traps as needed on a monthly basis.
  - 3. Cleaning at areas where corrective rodent control traps have been set.
- b. Preventive Rodent Control
  - i. All bait stations and curiosity traps will be numbered.
  - ii. All bait stations and curiosity traps will be dated and visited each service.
  - iii. Curiosity traps (e.g., Ketch-All® traps) may be located throughout the food preparation areas.
  - iv. Cardboard or plastic bait stations containing anticoagulant rodenticides will be maintained in stock rooms, and maintenance rooms.

**6. Pest Infestation Requiring More Frequent Servicing.** When pest infestation requires more frequent servicing, beyond the regular and preventative services otherwise described in Sections 1-5, Contractor shall provide additional pest infestation service until control is achieved. Pest infestation services may include, but not be limited to, termite control, insect control, corrective rodent control, or control of skunks, racoons or other wildlife pests/nuisance animals. Prior to implementing measures to control pest infestation that exceed those regular or preventative services otherwise described herein, Contractor shall provide a plan in writing, subject to County approval, fees for which shall be charged at agreed-upon rates as proposed in the RFP response. Contractor shall include in its Proposal processes, availability, and ability to address more frequent servicing for pest infestations, and pest infestation services to achieve rodent control may include, but shall not be limited to the following:

- i. When increased rodent activity is observed, control measures described above will be increased in the area of activity.
- ii. Snap traps (bait or with expanded trigger) will be used in areas where such traps will not be contacted by County, its employees, contractor, guest or invites.
- iii. Glue stations will be used to quickly reduce rodent population.
- iv. Tracking powder contained in powder stations or in concealed voids where permitted by labeling.
- v. Cleaning at areas where visible evidence of rodents and droppings exist.

## PROPOSAL REVIEW AND EVALUATION

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification, and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.

The total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows: (1) Local business; (2) Resident business.

The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation

Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

## **AWARD OF SOLICITATION**

Following award of the solicitation by County Council, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit "A." Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

## **OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES**

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

## **ILLEGAL ACTS**

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

## **CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "B," and submit with the proposal. This Form serves as a warrant of the vendor's responsibility, and may not necessarily preclude the vendor from consideration for award.

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

A Campaign Contribution Disclosure Form is attached as Exhibit "C." The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

## **VERIFICATION OF AUTHORIZED OFFEROR**

A Verification of Authorized Offeror Form is attached as Exhibit "D." The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

## **PROPOSAL FORMAT**

For ease of evaluation, proposal should be formatted according to the sequence below.

1. **Experience.** Provide a brief introduction and state qualifications of Proposer. Describe all applicable licenses, certifications, and permits Proposer possesses **and include copies with the proposal.**
2. **References.** List three to five companies/organizations for whom Proposer has performed services within the past (5) years who can be contacted as references, including companies/organizations from the Southwest region (e.g., New Mexico, Texas, Oklahoma,

Colorado and/or other Southwest states). Include a point-of-contact name, addresses, phone numbers, and email addresses for each one.

**3. Scope of Services.**

- a. Describe Proposer's ability to meet and comply with each item listed under Scope of Services, including a description of the control mechanisms used.
- b. Describe in detail Proposers processes, availability, and ability to address more frequent servicing for pest infestations as described in Section 6. of the Scope of Services or other pest infestation services not already described in the Scope of Services..

**4. Suitability/Benefit to the County of Any Additional Services.** Proposer may propose any additional services that would improve pest control at County facilities. Each additional service must be described in detail and must be listed individually in the Cost Summary Sheet in Exhibit "E" or a similar format.

**5. Cost.** Using the Cost Summary Sheet in Exhibit "E", or Proposer's own similar format, Propose fees for all seven (7) years of the agreement for the following:

- a. Fees to perform regular services at County facilities as described in the Scope of Services.
- b. Hourly rates and/or additional fees to provide more frequent servicing for pest infestation as described in Section 6. of the Scope of Services or for other pest infestation services not already described in the Scope of Services.
- c. Fees for any additional services proposed.

**DOCUMENTATION TO SUBMIT WITH PROPOSAL**

1. Exhibit B: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
2. Exhibit C: Campaign Contribution Disclosure Form
3. Exhibit D: Verification of Authorized Offeror
4. Exhibit E: Cost Summary Sheet (Proposer may use their own similar format)
5. Copies of all applicable licenses, certifications, and permits Proposer possess.

**PROPOSAL EVALUATION CRITERIA:** As described and/or demonstrated in the RFP response.

	Criteria	Weighted Points
1	Experience	20
2	References	10
3	Scope of Services – Quality & Suitability of Proposer and Ability to Provide More Frequent Pest Infestation Services	35
4	Suitability/Benefit to the County of Any Additional Services	5
5	Cost	30
	<b>Total Score</b>	<b>100</b>

**Exhibit "A"**  
**SAMPLE SERVICES AGREEMENT**  
**RFP NO: 22-20**  
**RFP Name: Pest Control Services**

**AGR22-20**



**INCORPORATED COUNTY OF LOS ALAMOS**  
**SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), to be effective for all purposes \_\_\_\_\_, 2022.

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-\_\_\_\_\_ (the "RFP") on \_\_\_\_\_, requesting proposals for \_\_\_\_\_, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated \_\_\_\_\_ ("Contractor's Response"); and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**[FOR CONTRACTS MORE THAN \$200,000.00] -- WHEREAS**, the County Council approved this Agreement at a public meeting held on \_\_\_\_\_; and

**[FOR CONTRACTS MORE THAN \$50,000.00] -- WHEREAS**, the Board of Public Utilities approved this Agreement at a public meeting held on \_\_\_\_\_; and

**WHEREAS**, Contractor will provide the Services, as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES:**

**1. Contractor Services.**

**2. Deliverables.**

**SECTION B. TERM:** The term of this Agreement shall commence \_\_\_\_\_ and shall continue through \_\_\_\_\_, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

**1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.

- 2. Monthly Invoices.** Contractor shall submit itemized *[monthly]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance

with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate, and endorsed to extend coverage for Care, Custody, and Control.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** With a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) each claim, with a ONE MILLION DOLLAR (\$1,000,000.00) annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of this contract, against any and all claims which may arise from the contractor's negligent performance of work described herein.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. APPLICABLE LAW:** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

**SECTION M. INDEMNITY:** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

**SECTION N. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION O. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

**SECTION P. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor

shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION Q. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION R. TERMINATION:**

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**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  
Address  
Los Alamos, New Mexico 87544

Contractor:

**SECTION T. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

**SECTION U. 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 V. 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.

**SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit "x." Contractor must submit this form with this Agreement, if applicable.

OR



**SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**SECTION X. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION Y. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

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

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

**Approved as to form:**

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

\_\_\_\_\_, A \_\_\_\_\_ CORPORATION

**BY:** \_\_\_\_\_  
**DATE**

**Exhibit "B"**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS  
RFP NO: 22-20**

**RFP Name: Pest Control Services**

**\*This document should be returned with RFP submittal.\***

- (1) I or We, \_\_\_\_\_ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
  - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
  - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**Exhibit “C”**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**RFP NO: 22-20**

**RFP Name: Pest Control Services**

**\*This document should be returned with RFP submittal.\***

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 Ryti; 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)

**Exhibit "D"**

**VERIFICATION OF AUTHORIZED OFFEROR**

**RFP NO: 22-20**

**RFP Name: Pest Control Services**

**\*This document should be returned with RFP submittal.\***

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business;
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.

(f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:

- (1) To requests for qualifications;
- (2) To any purchase of goods or services in excess of \$500,000.00;
- (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
- (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference?

☐ YES

☐ NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

\_\_\_\_\_  
Signature and Printed Name of Authorized Offeror Title

\_\_\_\_\_  
Organization's Legal Name State of Incorporation

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

\_\_\_\_\_  
Mailing Address City State Zip Code

\_\_\_\_\_  
Physical Address City State Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Federal Tax I.D. # NM CRS # (if located in-state)

\_\_\_\_\_  
Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- ☐ Small Business
- ☐ Woman-owned Business
- ☐ Minority-owned Business

**Exhibit "E"**  
**COST SUMMARY SHEET**  
**RFP NO: 22-20**  
**RFP Name: Pest Control Services**

**\*This attachment, or Proposer's similar format, shall be returned with the RFP submittal.\***

Offeror (Company Name): \_\_\_\_\_

***Proposals may include cost escalators for future years throughout the term of the Agreement.***

**Regular Services**

Contractor shall perform regular services at County Facilities as described in the Scope of Services at the following rates, excluding applicable gross receipts tax.

County reserves the sole option to add or remove facilities to/from the list below during the term of the Agreement. Adjustments to the compensation for such additions or subtractions will be computed as follows:

Adjusted Square Footage x Cost Per Month = Adjusted Compensation

BUILDING	ADDRESS	CURRENT SQUARE FOOTAGE	PROPOSED COST/SQ FOOTAGE/MONTH FOR ALL 7 YEARS OF THE AGREEMENT						
			YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7
Aquatic Center	2760 Canyon Rd	38,871							
Golf Course	4240 Diamond Dr	9,087							
GC Maint/Old Pro Shop	4280 Diamond Dr	8,195							
Red Cross Building	2150 Juniper St	605							
Fuller Lodge	2132 Central Ave	22,316							
Historical Museum	1921 Juniper St	2,283							
Betty Ehart Senior Center	1101 Bathtub Rd	14,850							
Justice Center	2500 Trinity Dr	57,853							
Mesa Public Library	2400 Central Ave	43,732							
Community Building	475 20 <sup>th</sup> St	15,253							
White Rock Senior Center	137 Longview Dr	3,405							
White Rock Library	10 Sherwood Blvd	3,861							
White Rock Activity Center	135 Longview Dr	3,116							
White Rock Town Hall	139 Longview Dr	3,145							
White Rock Youth Activity Center	10 Sherwood Blvd	2,566							
Animal Shelter	226 East Rd	3,980							
Fire Station 2	132 DP Rd	7,197							

Fire Station 3	129 State Rd 4	33,000							
Fire Station 4	4401 Diamond Dr	14,068							
Fire Station 4 Tanker	4401 Diamond Dr	4,030							
Fire Station 6	457 East Rd	5,785							
Ice Rink	4477 West Rd	2,088							
White Rock Overlook Park Maint	1 Overlook Rd	1,600							
Ice Rink/Zam/Refrig/Boards	4477 West Rd	1,364							
Ice Rink Locker 3 & 4	4477 West Rd	748							
Airport	1040 Airport Rd	2,577							
ECO Station	3701 East Jemez Rd	2,800							
ECO Transfer Station	3701 East Jemez Rd	12,500							
Bayo Waste Water Plant	1 Bayo Canyon	6,000							
Civil Defense Bldg.	4017 Arkansas Ave	8,000							
LA Little Theatre	1670 Nectar	10,125							
Municipal Complex	1000 Central Ave	64,000							
White Rock Waste Water Plant	2 Overlook Rd	1,448							
White Rock Visitor Center	115 State Rd 4	3,500							
Pajarito Cliffs – 1	101 Camino Entrada Bldg 1	38,039							
Pajarito Cliffs – 2	101 Camino Entrada Bldg 2	8,388							
Pajarito Cliffs – 3	101 Camino Entrada Bldg 3	56,019							
Pajarito Cliffs – 5	101 Camino Entrada Bldg 5	29,782							
<b>Total Square Footage</b>		<b>546,176</b>							

#### Hourly Rates and/or Additional Fees to Provide More Frequent Servicing for Pest Infestation

Proposers must describe in detail their processes, availability, ability, and fees for all years of the Agreement to address more frequent servicing for pest infestations as described in Section 6. of the Scope of Services, or other pest infestation services not already described the Scope of Services. Proposers may combine categories or add more lines as necessary using their own document in response to this RFP.

<b>COST CATEGORY</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>	<b>YR 6</b>	<b>YR 7</b>
Termite Control	\$						



Insect Control	\$						
Corrective Rodent Control	\$						
Other Pest Infestation Control, Including Nuisance Animals	\$						

**Description and Fees for Any Additional Proposed Services**

Proposers may propose any additional services and fees that would improve pest control at County facilities not already described herein. Each additional service and fee must be described in detail in the Proposal for all years of the Agreement. Proposer may use their own document in response to this RFP.

SERVICE DESCRIPTION	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7
	\$						
	\$						
	\$						
	\$						
	\$						



# County of Los Alamos

## Staff Report

November 09, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** C.

**Index (Council Goals):** \* 2021 Council Goal - Investing in Infrastructure; DPU FY2021 - 1.0 Provide Safe and Reliable Utility Services

**Presenters:** Steve Cummins

**Legislative File:** 15023-21

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### Title

Amendment to Memorandum of License and Agreement Between the Bureau of Reclamation Department of Interior, Incorporated County of Los Alamos, New Mexico And the Middle Rio Grande Conservancy District for the Construction, Operation and Maintenance of a Hydroelectric Power plant at El Vado Dam.

### Recommended Action

I move that the County Council approve the Middle Rio Grande Project Amendment Memorandum of License and Agreement, Intergovernmental Agreement No: 6-AG-53-05370\_AMD1(2021).

### ..County Manager's Recommendation

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

### Body

In preparation of our fiscal year 2022 budgets, Electric Production Asset Management Team proposed and included needed fencing repairs and upgrades at the Abiquiu and El Vado hydroelectric facilities in the FY2022 O&M budget. At project initiation staff notified the U.S. Bureau of Reclamation ("Reclamation") about the needed fencing upgrades. It was at this time when Reclamation discovered that a section of the existing fence was located on a tract of land without an easement.

To maintain physical security the County of Los Alamos has requested specific easements within the original footprint. The amendment simply includes Tracts E, F, G, and H into the original Memorandum of License and Agreement executed in 1985 for the purpose of operations and maintenance of the hydroelectric facility which includes maintaining the security fence at the site.

### Alternatives

None

### Fiscal and Staff Impact

The fencing repairs and upgrades were budgeted in FY2022. Staff will administer the contract with a fencing company as part of regular O&M activities.

### Attachments

A - El Vado-USBOR-MRGCD Contract Amendment 10-20-21

**MIDDLE RIO GRANDE PROJECT AMENDMENT  
MEMORANDUM OF LICENSE AND AGREEMENT  
INTERGOVERNMENTAL AGREEMENT NO.: 6-AG-53-05370**

**1. PURPOSE OF AMENDMENT**

- 1.1 Amendment to include TRACTS E, F, G, AND H FOR THE PURPOSE OF OPERATION AND MAINTENANCE OF THE EL VADO DAM POWER PROJECT HYDROELECTRIC POWERPLANT, SHOWN ON EXHIBIT A, ATTACHED HERETO.

**2. LICENSE DESCRIPTION AND HISTORY**

MEMORANDUM OF LICENSE AND AGREEMENT BETWEEN THE BUREAU OF RECLAMATION DEPARTMENT OF THE INTERIOR, THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO AND MIDDLE RIO GRANDE CONSERVANCY DISTRICT (MRGCD) FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A HYDROELECTRIC POWERPLANT AT THE EL VADO DAM FEDERAL ENERGY REGULATORY COMMISSION LICENSE NO. 5226

M.R.G.C.D. MAPS: EL VADO RESERVIOR AND DAM SITE  
TRACTS: A, B, C, D-1, D-2, J, M, E, F, G, AND H  
EL VADO DAM

In December 1985, the County of Los Alamos, the MRGCD and the U.S. Bureau of Reclamation entered a 50-year license agreement. Under this license the County of Los Alamos was granted an easement to specific tracts of land identified as permanent to the life of the license and agreement and temporary easements that expired 5 years after the license was issued.

For compliance and safety reasons necessary to the Federal Energy Regulatory Commission license, the County of Los Alamos has requested the restoration of specific temporary easements within the original footprint to ensure security work is done within the designated areas, to include repairs to fencing and other safety related updates.

**3. TERMS AND CONDITIONS OF AMENDMENT**

- 3.1. Los Alamos County is permitted to include tracts of land E, F, G, AND H for the purpose of operations and maintenance of a hydroelectric dam agreed upon in the original Memorandum of Agreement document (1985), attached hereto for the remaining life of the agreement.

**4. LICENSEE CONTACT INFORMATION**

Los Alamos County  
Department of Public Utilities  
1000 Central Ave  
Los Alamos, NM 87544  
505-662-8333

**5. LICENSE ACCEPTANCE, AND EXECUTION**

AMENDMENT EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**APPROVED:**  
**MIDDLE RIO GRANDE CONSERVANCY**

**DISTRICT** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Mike Hamman P.E., Chief Executive Officer/ Chief Engineer**

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**ACCEPTED:**

**LICENSEE – INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO:**

\_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Chairman, County Council**

**ACKNOWLEDGMENT OF THE LICENSEE**

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above noted Licensee personally appeared before me, known to me to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he / she signed the within and foregoing instrument as his / her free and voluntary act and did for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**ACCEPTED:**

**LICENSEE – INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO:**

\_\_\_\_\_  
Chairman, Board of Public Utilities

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

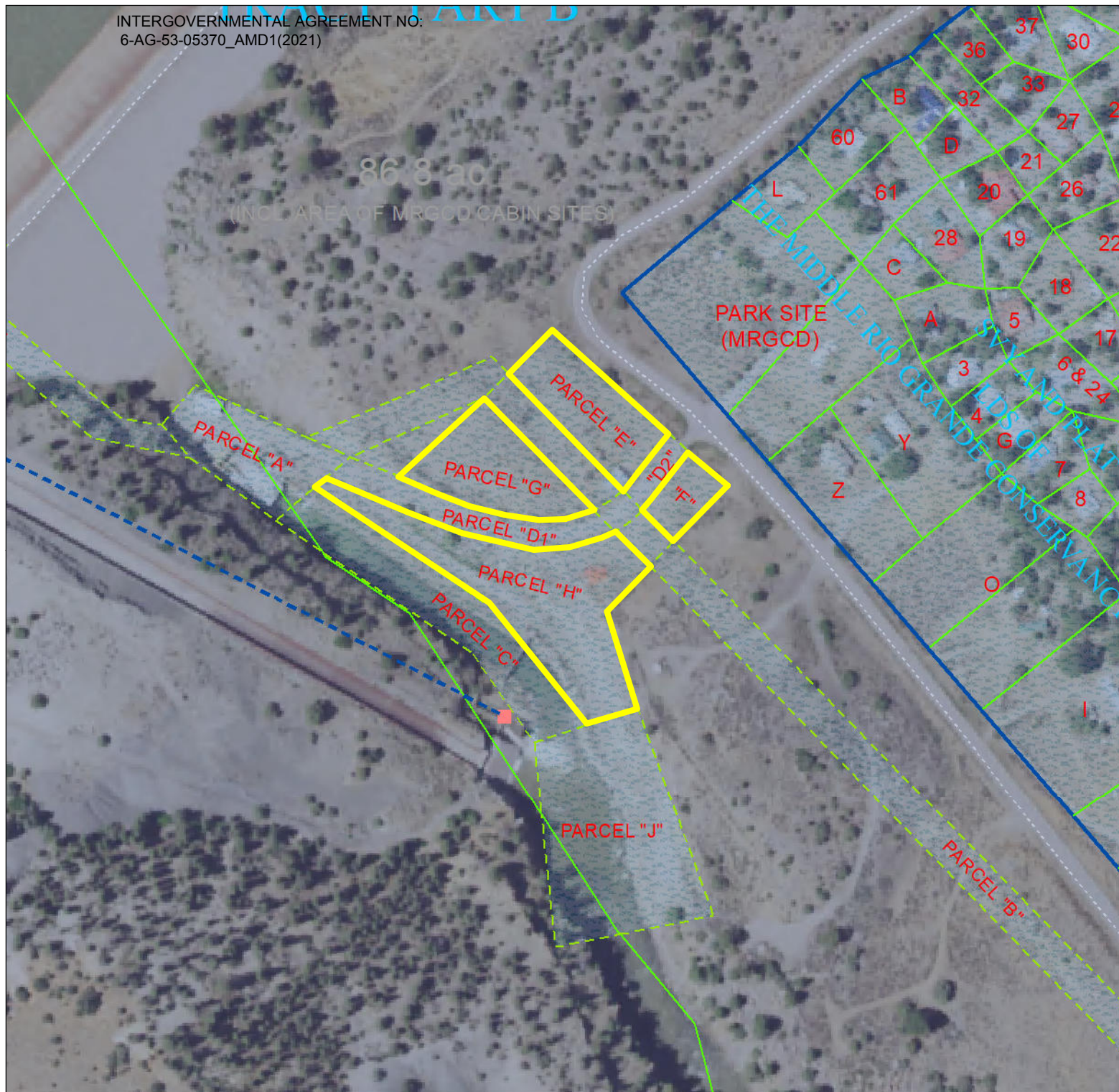
**ACKNOWLEDGMENT OF THE LICENSEE**

State of )  
 )ss.  
County of )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above noted Licensee personally appeared before me, known to me to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he / she signed the within and foregoing instrument as his / her free and voluntary act and did for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the  
State of  
Residing at  
My commission expires:



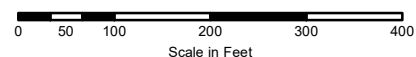
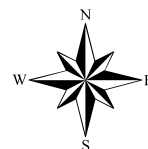
Legal Description:

**Easements granted under Amendment No.1  
to the Intergovernmental Agreement No. 6-AG-53-05370**

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

**Legend**

- ☐ Additional Easement Locations (Extended to life of Agreement)



Date: 9/10/2021



MEMORANDUM OF LICENSE AND AGREEMENT  
BETWEEN THE BUREAU OF RECLAMATION  
DEPARTMENT OF THE INTERIOR,  
THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO  
AND THE  
MIDDLE RIO GRANDE CONSERVANCY DISTRICT

for the

CONSTRUCTION, OPERATION, AND MAINTENANCE  
OF A HYDROELECTRIC POWERPLANT  
AT EL VADO DAM  
FEDERAL ENERGY REGULATORY COMMISSION LICENSE NO. 5226

License and Agreement by and between the Incorporated County of  
Los Alamos, the Middle Rio Grande Conservancy District, and the  
United States of America for Construction, Operation, and Main-  
tenance of the El Vado Dam Power Project.

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MEMORANDUM OF LICENSE AND AGREEMENT  
BETWEEN THE BUREAU OF RECLAMATION  
DEPARTMENT OF THE INTERIOR,  
THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO  
AND THE  
MIDDLE RIO GRANDE CONSERVANCY DISTRICT

for the  
CONSTRUCTION, OPERATION, AND MAINTENANCE  
OF A HYDROELECTRIC POWERPLANT  
AT EL VADO DAM  
FEDERAL ENERGY REGULATORY COMMISSION LICENSE NO. 5226

THIS MEMORANDUM OF LICENSE AND AGREEMENT, entered into and effective as of the last execution date shown below, by and between the Incorporated County of Los Alamos, New Mexico, hereinafter styled the County; the Middle Rio Grande Conservancy District, hereinafter styled the District; and the United States of America, Department of the Interior, Bureau of Reclamation, hereinafter styled the United States or the Bureau; establishes the responsibilities for the construction, operation and maintenance of the El Vado Dam Power Project, hereinafter styled the Project, as authorized by the Federal Energy Regulatory Commission License No. 5226.

EXPLANATORY RECITAL

WHEREAS, the District, a body corporate and political subdivision of the State of New Mexico under the provisions of the Conservancy Act of the State of New Mexico (Chap. 45, Laws of 1927, and amendments thereto), has constructed El Vado Dam and Reservoir (hereinafter called the Dam and Reservoir), as a feature

of the Middle Rio Grande Conservancy District for the storage, distribution, and flood control of the Rio Chama, a tributary of the Rio Grande; and

WHEREAS, by Contract No. 178r-423, dated September 24, 1951, between the Bureau and the District, as amended or modified by amendments and supplements thereafter, herein collectively identified as the Repayment Contract, provisions were made, among other matters, for construction and rehabilitation of project works, and for operation and maintenance thereof; and

WHEREAS, by Amendment No. 3 to the Repayment Contract, dated May 22, 1956, the United States assumed operation and maintenance of El Vado Dam and Reservoir under the same terms and conditions as applied to the operation of the remaining District works under the repayment contract; and

WHEREAS, by Grant of Right-of-Way Easement, dated February 9, 1960, the District assigned and conveyed to the United States an easement to construct, reconstruct, operate, and maintain any structures or facilities the United States may deem necessary or desirable for the construction, operation, and maintenance, in and upon the lands covering the site for El Vado Dam and Reservoir, Rio Arriba County, New Mexico; and

WHEREAS, by Transfer and Assignment of Water Rights, dated May 28, 1963, and in accordance with Article 28 of the Repayment

Contract, between the District and the United States, and in consideration of the privileges derived from the Repayment Contract, the District granted and conveyed to the United States and its assigns, the rights, titles, and interest in and to water rights serving the District from El Vado Dam and Reservoir, and as described in the Notice of Intention to Make Formal Application for Permit No. 1690, filed September 2, 1923, and later filings; and

WHEREAS, by Amendment No. 4 to the Repayment Contract, dated June 25, 1963, the District contracted with the United States for an additional supply of water through the San Juan-Chama Project and for the construction of a replacement outlet works for El Vado Dam; and

WHEREAS, the County and the District have jointly received a license from the Federal Energy Regulatory Commission (FERC) pursuant to the Application for License No. 5226, dated June, 1983, amended January, 1985 (the "FERC License"), for construction, operation, and maintenance of hydroelectric power generating facilities and transmission lines required to utilize the water power potential of the existing El Vado Dam (hereinafter called the El Vado Dam Power Project or the Project); and

WHEREAS, the Bureau and the District find that FERC has adequately addressed the environmental impacts of the Project in the environmental assessment that is part of its license

procedures, and the Executive Orders 11988 (floodplain management) and 11990 (protection of wetlands); and

WHEREAS, the construction, operation, and maintenance of the Project will not be detrimental to the purposes of El Vado Dam and Reservoir; and

WHEREAS, the FERC License applies to the Project and to the Dam and Reservoir, other than those facilities constructed and owned by the United States pursuant to the Repayment Contract (except for the gate controls in the Replacement Outlet Works, which will be modified as a part of the Project);

WHEREAS, the District and the County have entered into an Agreement defining their relationship as joint licensees under the FERC License, (hereinafter called the FERC License Agreement); and

WHEREAS, the Bureau and the District have determined that this construction, operation, and maintenance agreement is necessary to protect the interest of the Federal Government and the District, and to ensure the continuity of Middle Rio Grande Project operations; and

WHEREAS, the Bureau is authorized by the Reclamation Act of 1902, as amended, to enter into this license and agreement;

NOW, THEREFORE, the Bureau, the District, and the County through the officers signing this license and agreement, do mutually agree to the construction, operation, and maintenance of a powerplant at El Vado Dam, subject to the terms of the FERC License and the conditions hereinafter set forth.

1. License and Agreement

- (a) The Bureau and the District hereby grant and consent to the County, its contractors, and agents, without warranty of title, a nonexclusive right, privilege, and license for a period of fifty (50) years from the date hereof to enter upon, construct, operate, and maintain the El Vado Power Project on, under, and across District land which is designated as Parcels A, B, C, D-1, D-2, J, and M, shown on Exhibit A. Such rights may be extended beyond the primary term of 50 years for the additional term of any FERC License for the Project.
- (b) The Bureau and the District hereby grant to the County, its contractors and agents, without warranty of title, a temporary nonexclusive license not to exceed five (5) years for construction purposes on, under, and across District land, which is designated as Parcels E, F, G, H, K, and L on Exhibit A.

- (c) The Bureau and the District hereby grant to the County, its contractors and agents, without warranty of title, a nonexclusive license for the period of the rights granted under paragraph (a) above to use of existing El Vado Dam and Reservoir roads.
- (d) Neither the District nor the Bureau shall, while rights granted under paragraph (a) are in existence, grant any license in El Vado Dam that may be inconsistent with their respective purposes. If the County's control of the powerplant or its costs of operation are not adversely affected, the District may grant further licenses in connection with El Vado Dam.
- (e) The rights granted to the County under this Agreement shall be construed in conjunction with the FERC License Agreement to assure fulfillment of the conditions of the FERC License and the coordination and cooperation of the parties in achieving that goal.

2. Construction

- (a) The County shall construct the Project according to the designs and plans as approved by the Bureau, District, and by FERC. All design and construction work that will be an integral part of El Vado Dam or that could affect

the structural integrity or operations of El Vado Dam shall be reviewed and approved by the Bureau and District, and the County will reimburse the Bureau for all costs in accordance with the terms of Article 6 of this Agreement. Modifications of designs and plans other than routine on-site decisions shall be submitted to the Bureau and District for review and approval. Approval of design and plan modifications shall not be unreasonably withheld by the Bureau or District.

- (b) The County shall submit a detailed construction schedule to the Bureau and District for approval prior to beginning construction activities. The County will also submit to the Bureau and District for approval an inspection plan establishing the date on which construction activities on El Vado Dam facilities will be undertaken and completed. During those periods, a Bureau inspection team will inspect the quality of construction activities affecting the integrity of the facility and must approve those activities before additional work proceeds.
- (c) The County shall be responsible for inspecting, during construction, all Project features to ensure conformance with construction contract documents. The Bureau shall have the right to inspect the construction of those

Project features that are an integral part of or could affect the structural integrity of El Vado Dam to ensure compliance with approved plans.

- (d) The Bureau will have the right to direct the County or its designated agent to correct any activity which may affect the structural integrity of the Dam or operation of the facility, including the shutdown of the construction work until such corrections are made. The County will reimburse the Bureau for all costs associated with this inspection activity in accordance with terms of Article 6 of this Agreement.
- (e) No blasting will be allowed, except that closely monitored, controlled blasting will be permitted for the powerhouse foundation and tailrace excavation. Monitoring plans and specific blasting operations will be subject to prior approval of the Bureau.
- (f) Any costs associated with the improvement of the powerplant access road shown as Parcels D-1, D-2, and B (partial) on Exhibit A, shall be the sole responsibility of the County. The County will be responsible for maintaining the existing and any new roads (other than public roads) on District land in a satisfactory condition during the construction period. Upon



completion of construction, the County shall repair any damage to the roads during construction and restore the roads to their pre-construction condition. The crest road on El Vado Dam has a 10 ton load limit which must not be exceeded.

- (g) The County at its own expense shall relocate and construct, at the commencement of construction on the Project, that portion of the El Vado Cabin Owners Association's water system requiring relocation to accommodate Project construction. The relocation, design, and construction by the County shall be subject to the approval of the Bureau and District.
- (h) The County at its own expense shall relocate, prior to initiating construction on the Project, the Bureau's existing Parshall flume used for the monitoring of seepage water from the dam embankment and abutments. The relocation shall be at the toe of the dam and as directed by the Bureau. The County shall restore the Parshall flume or an equivalent water measuring device to a location capable of measuring the total seepage flows experienced prior to Project construction.
- (i) The County at its own expense shall construct a permanent footbridge across the tailrace channel to provide

access to the downstream portal of the replacement outlet works/spillway outlet structures. The design and construction of the footbridge shall be subject to the approval of the Bureau and the District.

(j) Upon completion of construction, the County will remove all construction debris from the site and restore any disturbed areas to satisfactory conditions as approved by the Bureau and District. Those salvable items, such as the original outlet works penstock and manway pipe, shall be delivered to the District's service yard, in Albuquerque, New Mexico, at the expense of the County. At the discretion of the District, the District may accept reasonable payment for salvable items in lieu of delivery.

(k) During the construction phase of the Project, neither the Bureau nor the District shall be responsible for loss or damage to property of the County or its contractors or agents (except for negligent or willful action causing such loss or damage recoverable under the New Mexico Tort Claims Act), and the County shall take such security measures as it deems reasonable to protect its property and those areas to which it requires access.

- (l) The County will provide the Bureau and District full-size reproducible (mylar) record drawings of the Project within 3 months of completion. In addition, the Bureau and District must be provided all revisions to contract drawings within 30 days of the revision date.
  
- (m) The County agrees that all on-site construction will be accomplished in a competent, workmanlike manner in accordance with existing construction safety rules and regulations, including adequate safety precautions, so as to not constitute a hazard to the public or the parties, their respective contractors, or agents.
  
- (n) The County will furnish and maintain electric station service for the El Vado Dam, including the cathodic protection system when the system is installed and operational, at no cost to the Bureau or the District, but it shall not be required to install transformers, poles, lines, or other electrical equipment in connection therewith. "Station service" shall not include any loads for recreational or commercial purposes, or any other uses of electricity not directly connected with the operation and maintenance of the dam and the needs of the Bureau and the District at the site.

### 3. Ownership

- (a) The District holds title to El Vado Dam and Reservoir, and to all lands associated with the dam and reservoir as described in the Recitals above. The title to such works and lands, along with responsibility for operations and maintenance, shall remain with the District, subject to its agreement with the Bureau for construction, rehabilitation, operation, and maintenance of El Vado Dam and Reservoir.
- (b) The United States currently holds title to the replacement outlet works and plunge pool, emergency spillway, and any other works constructed under the terms of the Repayment Contract. Also, the United States holds the rights, titles, and interest in and to the El Vado water rights, all in accordance with Article 28 of the Repayment Contract, between the District and the United States.
- (c) Under this Agreement and the FERC License Agreement, the County has acquired rights and license in the Dam and Reservoir (subject to the rights of the United States as described in the Recitals above) to construct, maintain, and operate all features, equipment, and land associated with the Project, including the following: The Project

will utilize the original (now abandoned) El Vado Dam outlet works, for the installation of a power penstock. The County will rehabilitate the abandoned outlet works intake structure, remove and replace the existing outlet works penstock, remove the existing valve house, and construct in its place a hydroelectric powerhouse to house turbines, electric generator, and other plant equipment for the generation of electric power and energy. The County will rehabilitate the controls for the replacement outlet works gates with local and remote supervisory control to enable coordinated use of the replacement outlet works and project facilities to make required releases from El Vado Reservoir. Access and parking for normal operation will be on the left side and rear of the powerhouse. A 20 by 30 foot 69-KV switchyard will be constructed next to the powerhouse. A new 69-kV transmission line will be constructed from the switchyard to existing transmission facilities outside the El Vado boundary. The transmission line will be constructed, owned, and maintained by the County or other entities.

- (d) The Bureau and District, their agents, assigns, or contractors shall have access to the outlet works, penstock, and related works at all times for inspection, maintenance, and operation, including the access road.

In the event that the County does not properly maintain the above in accordance with sound engineering practices, the Bureau or District shall be entitled to perform appropriate maintenance on works described in this paragraph at the expense of the County. Also, the Bureau shall have access to and exclusive use of the storage garage located in Parcels B and E, and weather station located in Parcels D-2 and F, on Exhibit A, adjacent to the powerplant access road.

4. Operations

- (a) All water releases from El Vado Dam will be determined and directed by the Bureau. The Bureau will cooperate with the County to facilitate the operation of the Project to the extent said cooperation is consistent with the primary purposes of the Dam and Reservoir. The County agrees that the time and quantity of releases and release changes from El Vado Dam will be determined by the Bureau. Unless the Bureau shall determine that circumstances require a different method of operation, all releases of water within the range of the design capacities of the turbine/generator equipment shall be made through the Project facilities; releases at less than or in excess of such design capacities, or releases during periods of Project outage, will normally be made

through the replacement outlet works (constructed and owned by the Bureau), or passed over the spillway. The Bureau shall retain the right to operate the replacement outlet works and the spillway as required to provide releases in excess of Project requirements to serve downstream water users and shall provide schedules for foreseeable periods of time indicating the expected rate (cfs) of such releases. The Bureau shall have the right to operate the upstream valve at the intake structure of the Project to reduce the flow from the Reservoir to meet requirements under contracts, prior water rights, or the Rio Grande Compact. Such rights shall be exercised only if the County shall have failed to respond to the Bureau's direction with respect to release rates.

- (b) The powerplant will be remotely controlled and operated by the County with provisions for remote startup, operation, emergency shutdown, and bypass of the turbine. Releases from the Replacement Outlet Works combined with Project releases will maintain the release requirements, as determined by the Bureau. Subject to the Bureau's approval, the County will equip the replacement outlet works for remote control operation by the County and/or the Bureau. The County will provide, at its expense, facilities at the Bureau's Chama Field

Division Office for remote control of the replacement outlet works by the Bureau and a remote monitoring system capable of showing the rate of total discharge which will be correlated with the release requirements as determined and directed.

- (c) The operation and maintenance of Project facilities shall not degrade the quality of raw water made available through such facilities at such reasonable standard as the Bureau and the District shall determine. The United States and the District do not warrant the quality of water and are under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.
- (d) The Project shall be operated in close coordination with the operation of El Vado Dam and Reservoir subject to the following restrictions:
  - (1) The County will provide the Bureau and District with copies of any and all equipment operating manuals of equipment whose operation could have an impact on the operation and structural integrity of El Vado Dam.



- (2) The parties recognize that power may be generated and sold during any test period before commencement of normal operations. The Project will not commence normal operations until equipment identified in Article 3(c) is satisfactorily tested.
- (3) The Project shall use only flows in the amount specified by the Bureau, and the County shall not through its employees or agents, itself operate the replacement outlet works or spillway of El Vado Dam and Reservoir except as specifically approved by the Bureau.
- (4) The County shall notify the Bureau of any expected Project outages for scheduled maintenance or repair purposes. Such notice shall be provided 48 hours in advance. The rate of release from El Vado Dam shall not be interrupted or changed by operation or maintenance of the powerplant except with Bureau approval.
- (5) The County hereby agrees that if the constructed power facilities interfere with, or threaten to interfere with the rate of release of water called for by the Bureau, the County shall correct the interference immediately. If the County fails to

correct the interference in a reasonable time, the Bureau shall make the correction at the expense of the County.

- (e) The County, in consultation with the Bureau, will provide input to an Emergency Preparedness Plan setting forth procedures to be followed in case of accident to or failure of the Project. This plan will be coordinated with the existing Emergency Preparedness Plan, the Standing Operating Procedures, and the Designer's Operating Criteria already developed for El Vado Dam.
- (f) The Bureau shall each year develop an Annual Operating Plan for the operation of El Vado Dam in consultation with all interested parties.
- (g) The Bureau will provide the County reasonable prior notice (when possible) of any change in the reservoir release pattern or flows even though such changes may be contemplated in the Annual Operating Plan.
- (h) Coordinated operation of the reservoir, replacement outlet works, spillway and hydroelectric facilities of the County, shall be undertaken in accordance with procedures to be developed jointly by the County and the Bureau.

5. Maintenance

- (a) The County at its own expense will be responsible for the maintenance of the constructed Project, and any automatic controls or mechanical equipment installed by the County in the replacement outlet works.
- (b) The Bureau shall have the right to conduct reasonable inspections of the Project to ensure it is being operated and maintained in a manner which will not endanger the structural integrity of El Vado Dam or interfere with the Bureau's operation of El Vado Dam. Review of Operation and maintenance examinations of the Project shall be conducted concurrently with Bureau examinations of El Vado Dam at the County's expense and upon prior reasonable notice to the County. Special inspections of the Project called for by the Bureau or the County due to a special or unique problem shall be at the County's expense. Copies of all reports shall be provided to the County and FERC.
- (c) The County will accomplish all necessary repairs related to the Project, as reasonably determined by the Bureau. Should the County fail to make such repairs in a timely and acceptable manner, the repairs will be made by the Bureau and the County will reimburse the Bureau for the cost of said repairs.

- (d) The County will be responsible to perform the maintenance and to pay the total cost of maintenance of the following:
- (1) The El Vado Dam Power Project structures described in Article 3(c).
  - (2) The access road to the Project powerplant within Parcels D-1, D-2, and B (partial) as shown on Exhibit A.
  - (3) Grounds care, and security measures of those areas under the control of the County.
  - (4) The powerplant tailrace channel between the powerplant and the plunge pool serving the replacement outlet works and the spillway, and areas downstream of the plunge pool which affect the Project operation, all in compliance with the Bureau and District requirements.
  - (5) The canyon walls above and adjacent to the powerplant, switchyard, service yard, powerplant tailrace channel, and service road, will be inspected jointly by the Bureau, the District, and the County on an annual basis to identify any

hazardous rock or slide conditions that may jeopardize the Project. The County will have the responsibility to correct any condition determined, thereof, and dispose of any rock or slide material in an area approved by the Bureau and District.

- (6) The facilities at the Bureau's Chama Field Division Office for remote control of the replacement outlet works, and for the remote monitoring system capable of showing the rate of total discharge.

6. Reimbursement of Bureau Costs

- (a) The County agrees to reimburse the Bureau for the reasonable direct costs incurred by the Bureau during the design, construction, and operation of the Project.
- (b) Charges for the following services rendered by the Bureau in connection with the County's activities shall be reimbursable by the County to the Bureau.
  - (1) Preparation of technical studies at the request of the County relating to El Vado Dam Power Project operation, structural integrity of El Vado Dam, or any other matter associated with the Project.

- (2) Review of design and specifications of Project features.
- (3) Site visits by Bureau personnel at the request of the County or as reasonably determined necessary by the Bureau.
- (4) Provision of copies of reports, drawings, and similar data requested by the County. A bill for reproduction cost will accompany each transmittal of copies.
- (5) Consultation other than routine telephone conversations with the County which involves more than an incidental amount of Bureau personnel time.

"Direct Costs" as used herein shall include an hourly charge for time reasonably incurred by Bureau personnel providing the aforementioned services, travel charges reasonably incurred for site visits and meetings requested by the County in connection with its designs and specifications, mail costs, and copying costs; Provided, however, that no charge shall be assessed for information, services, or relationships that would normally be provided to the public at no charge.

In addition to payment of direct costs as defined herein, the County shall pay to the Bureau an administrative overhead charge equivalent to 30 percent of all direct costs incurred by the Bureau (as defined above) other than copying and mailing costs.

- (c) The County has advanced to the Bureau an initial payment of \$2,500 to cover any costs incurred by the Bureau for the aforementioned services during the design and construction phase. The County shall advance further sums to the Bureau upon written notification of prospective expenditures which would overdraw such account. A quarterly accounting of costs by the Bureau will be provided to the County. Following initial commercial operation of the project, a fund balance not to exceed \$5,000 shall be maintained to cover any costs incurred by the Bureau during the operation phase.
- (d) To the extent that the County fails to maintain the powerplant access road pursuant to § 5(2), the County shall reimburse the Bureau one-hundred percent (100 percent) of the actual reasonable cost for its maintenance upon receipt of a proper invoice.
- (e) Following the initial year or years of operation of the El Vado Power Project, the Bureau and the County shall

endeavor to negotiate a flat annual fee to be paid by the County to the Bureau as reimbursement for the types of Bureau costs set forth in this Article 6. If successfully negotiated, said flat annual fee shall replace and supersede the charges provided for in this Article 6.

7. Payments for Use of El Vado Dam

(a) For all rights granted by the District hereunder and under the FERC License Agreement, the County agrees to pay the District the Initial Payment and the Annual Payments calculated in accordance with the following provisions.

(i) Initial Payment. \$50,000 in cash upon execution hereof.

(ii) Annual Payments. On or before March 31 of each calendar year during the term hereof, beginning with 1986, an amount equal the Millage Rate for that calendar year times the Annual Output but in no event less than the Minimum Payment for that calendar year.



(iii) Definitions. For purposes of this Section, the terms defined below shall have the meaning specified for any given calendar year.

Annual Output. The net amount of energy measured in kilowatt hours generated by the Project during the calendar year preceding an Annual Payment date determined by meters installed in the Project switchyard.

Millage Rate. For the calendar years 1986 through 1994, two mills (\$.0020) per kilowatt hour; for the first Adjustment Period, the greater of (a) 2.5 mills or (b) 2 mills increased by the Index Adjustment for the First Adjustment Period per kilowatt hour; and for later Adjustment Periods 2.5 mills (\$.0025) per kilowatt hour, subject to the applicable Index Adjustment.

Minimum Payment. \$50,000 for each calendar year during the term hereof, subject to the applicable Index Adjustment.

Index Adjustment. The percentage increase in the CPI-U Index between the Base Index and the Index Month, but not more than the Compound Inflation Rate for the preceding Adjustment Period, nor more than 40% of the energy charge for wholesale firm power service by the Western Area Power Administration in the area served by the Colorado River Storage Project pursuant to the rate schedule for such source approved by FERC in effect for the Index Month. The Index Adjustment shall apply in calculating Annual Payments during the Adjustment Period following the Index Month.

CPI-U Index. The Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1967=100), or any successor index promulgated by the U.S. Department of Labor, Bureau of Labor Statistics.

Base Index. The CPI-U Index for December 1985.

Index Month. Each December preceding the beginning of an Adjustment Period.

Compound Inflation Rate. The sum of the annual percentage changes in the CPI-U Index during the Adjustment Period, divided by the number of years in the Adjustment Period, expressed as a decimal plus 1.0 and raised by a power equal to the number of years in the Adjustment Period, in accordance with the following formula:

$$CIR = \frac{S}{100} + 1 \quad N$$

Where CIR = Compound inflation rate

S = Sum of annual percentage changes in the CPI-U Index in adjustment period

N = Number of years in adjustment period

Adjustment Period. 1995 through 2004, 2005 through 2014, 2015 through 2019, 2020 through 2024, 2025 through 2029, and 2030 through 2035.

- (iv) Verification. Each payment shall be accompanied by a certificate by the County's Utility Manager with respect to the Annual Output of the Project and the calculation of the applicable millage rate and minimum payment for the preceding calendar year.

If the District shall not, within 10 business days after receipt of the payment, object in writing to the amount thereof, specifying the reason for the objection, the payment shall be conclusively deemed to be correct. If such objection is made, the County and the District will negotiate in good faith to resolve the objection, and the account between them shall then be adjusted as they may agree upon. Upon written request, the County shall permit the District to test and verify the accuracy of the switchyard metering equipment at reasonable times. Interest is not payable on any amount payable by the County as an adjustment hereunder.

- (v) The parties recognize that the effects of indexing on the basic payment formula of \$.0025 times Annual Output may produce Annual Payments that are unreasonably high in relation to the County's costs and revenues or unfairly low in relation to the reasonable value of the rights granted by the District for continued operation of the Project. To avoid such unforeseeable and unintended results, either party may give written notice of its desire to renegotiate the provisions of this Section for Adjustment Periods after the date of such notice. If the parties pursue negotiations to an impasse,

the matter shall be submitted to arbitration by an independent engineer or economist chosen by the parties, and the costs of arbitration shall be borne by the party who gave the renegotiation notice.

8. Liability

- (a) The County hereby agrees to indemnify and hold harmless the Bureau and the District from any loss or damage and from any liability on account of personal injury, death or property damage of any nature whatsoever and by whomsoever made arising out of the County's activities under this Agreement.
- (b) Any damage to the El Vado Dam and its appurtenances as a result of the County's activities shall be repaired by the Bureau at the County's expense. The County shall make payments to the Bureau for these reimbursable costs as specified in Article 6.
- (c) The County shall have the right to offset against any amounts payable hereunder all amounts paid pursuant to any judgment recovered against it or in compromise and settlement of any claim adverse to the County's rights and interests hereunder based on a lack of authority or

ownership of the District or the Bureau. The County shall promptly notify the District and the Bureau of any such claim, and the parties shall cooperate in the defense thereof, each bearing all expenses in connection therewith. Neither the Bureau nor the District shall be obligated to the County for any loss, expense or obligation in excess of amounts payable by the County hereunder.

- (d) If the District shall obtain insurance pursuant to § 41-4-20 N.M. Stat. Ann. 1978, it shall name the County as an additional insured with respect to coverage provided for El Vado Dam and shall furnish copies of all policies to the County. The County shall similarly name the District as an additional insured under its insurance coverage of the Project and shall furnish copies of all policies to the District.

9. Cooperation of Parties Under the FERC License

- (a) This Agreement is subject to the terms and conditions of the License issued by FERC or by any successor agency for the Project, the Dam, and the Reservoir, excluding property owned by the United States, and the parties agree to cooperate to fulfill the conditions of the FERC License in all respects.

- (b) The Bureau's policies, regulations, specifications, and operating procedures with respect to the structural integrity and safety and to the operation and maintenance of El Vado Dam, or the maintenance of existing structures and improvements shall be applicable to the Dam and the Reservoir.
- (c) Any costs or expenses incurred to maintain the FERC License shall be borne by the County or the District to the extent applicable to each party's interest as defined in the FERC License Agreement, and the Bureau shall not be liable for any costs or expenses of the District or the County under the FERC License, or otherwise in connection with the Project.
- (d) This Agreement and the FERC License Agreement define and limit the County's liability to the District and the Bureau, and it shall not be liable to either of them except as set forth therein.

10. Equal Opportunity

During the performance of this Agreement, the County agrees as follows:

- (a) The County shall not discriminate against any employee or applicant for employment because of race, color,

religion, sex, or national origin. The County shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Bureau setting forth the provisions of this nondiscrimination clause.

- (b) The County shall, in all solicitations or advertisements for employees placed by or on behalf of the County, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
- (c) The County shall send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Bureau, advising the said labor union or workers' representative of the County's



commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The County shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The County shall furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Bureau and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the County's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement shall be cancelled, terminated, or suspended, in whole or in part, and the County shall be declared ineligible for further Government contracts in accordance with procedures authorized in said amended

Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The County shall include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The County shall take such action with respect to any subcontract or purchase as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the County becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the County may request the Bureau to enter into such litigation to protect the interest of the United States.

11. Title VI, Civil Rights Act of 1964

- (a) The County agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241) and all requirements imposed by or pursuant to the

Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the County received financial assistance from the United States and hereby gives assurance that it will immediately take any measure to effectuate this Agreement.

12. Certification of Nonsegregated Facilities

The County hereby certifies that it does not maintain or provide for its employee any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at a location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The County agrees that a breach of this certification is a violation of Title VI, Civil Rights Act of 1964. As used in this certification, the term "segregated facilities", means any waiting rooms, work areas,

restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

13. Officials Not to Benefit

- (a) No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this License and Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
- (b) No official of the County shall receive any benefit that may arise by reason of the execution of the License and Agreement other than as a landowner within the Project and in the same manner as other landowners within the Project.

14. Existing Relationships

- (a) This Agreement shall not have any effect on existing agreements, rights, and relationships between the Bureau and the District, nor on existing relationships among the Bureau, the District, and any of the six Rio Grande Indian Pueblos served by District works, nor on the administration of the Rio Grande under the Rio Grande Compact.
- (b) This Agreement shall not affect any water rights of any Indian Pueblo nor any person or organization served by District works.

15. Future Work

The implementation of this License and Agreement does not in any way restrict the Bureau or the District from any future modifications or improvements to the Dam and Reservoir and appurtenant features that are not inconsistent with the rights of the County hereunder and under the FERC License Agreement.

16. Term of Agreement

- (a) This License and Agreement shall become effective on the day of execution by the Bureau and the District, and

shall terminate upon termination or transfer of the FERC license for the Project, but not more than 50 years after execution hereof.

- (b) Any termination of the Repayment Contract or of the Bureau's rights in the Dam and Reservoir shall not affect the term of this License and Agreement. If the Bureau's control of the Dam and Reservoir shall terminate, the "District" shall be substituted for the "Bureau" hereunder, except where the context indicates such a substitution is inappropriate (e.g. Section 9(c)).
- (c) The benefits and obligations of this License and Agreement may be assigned by all parties concerned. This License and Agreement shall be binding upon any assigns or successors of the Bureau approved by the Regional Director, Southwest Region; upon any assigns or successors of the District approved by the Chairman of its Board of Directors, or of the County approved by its County Council, and, where applicable, by FERC pursuant to 16 U.S.C. § 801.
- (d) Not later than one year before expiration of the initial term (50 years) of the FERC License, the parties shall begin negotiations in good faith to determine the terms

and conditions upon which the County shall have the right to enjoy continuous use of the Project, the Dam, and the Reservoir under any renewed or extended FERC License.

17. Notices

(a) Any notice, demand, or request authorized or required by this License and Agreement shall be deemed to have been given when mailed, postage prepaid, or personally delivered as follows:

(b) If to the Bureau, to:

Bureau of Reclamation  
Upper Rio Grande Basin Projects Office  
Projects Superintendent  
Post Office Box 252  
505 Marquette, N.W.  
Albuquerque, New Mexico 87103

(c) If to the District, to:

Chairman of the Board of Directors  
Middle Rio Grande Conservancy District  
Post Office Box 581  
1930 2nd Street, N.W.  
Albuquerque, New Mexico 87103

(d) If to the County, to:

Incorporated County of Los Alamos  
Post Office Box 30  
Attention: Utility Manager  
Los Alamos, New Mexico 87544

(e) If to FERC, to:

Regional Engineer  
Federal Energy Regulatory Commission  
819 Taylor Street  
Fort Worth, Texas 76102

- (f) The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

ARTICLE I. - MODIFICATIONS

17. The provisions of this agreement may be modified or added to by mutual agreement of the parties.

UNITED STATES OF AMERICA

MIDDLE RIO GRANDE CONSERVANCY  
DISTRICT

By: Eugene K. Hinde  
Regional Director, Southwest Region  
Bureau of Reclamation  
Department of the Interior  
12/30/85

By: Benito Romero  
Chairman, Board of Directors

COUNTY OF LOS ALAMOS

By: Morris B. Pongrat  
Chairman, County Council

By: Fred A. Gross, Jr.  
Chairman, Board of Public  
Utilities



STATE OF NEW MEXICO           )  
  ) ss.  
COUNTY OF BERNALILLO       )

The foregoing instrument was acknowledged before me this 10th  
day of November, 1984, by BENITO ROMERO,  
Chairman of Board of Directors of the Middle Rio Grande Conser-  
vancy District, a New Mexico conservancy district, on behalf of  
said conservancy District.

Decky P. Ruser  
Notary Public

My commission expires:

June 16, 1987

STATE OF TEXAS                )  
  ) ss.  
COUNTY OF POTTER            )

The foregoing instrument was acknowledged before me this 30th  
day of December, 1985, by Eugene Hinds,  
Regional Director, Southwest Region of the Bureau of Reclamation,  
Amarillo, Texas, on behalf of the Bureau.

Jo N. Westfall  
Notary Public

My commission expires:

05/09/87

Jo N. Westfall  
(Notary Public)

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

The foregoing instrument was acknowledged before me this 9th  
day of December, 1985, by Morris B. Pongramtz, Chairman  
of the County Council of the Incorporated County of Los Alamos, on  
behalf of said County.

Maricela A. Montoya  
Notary Public

My commission expires:

May 21, 1987

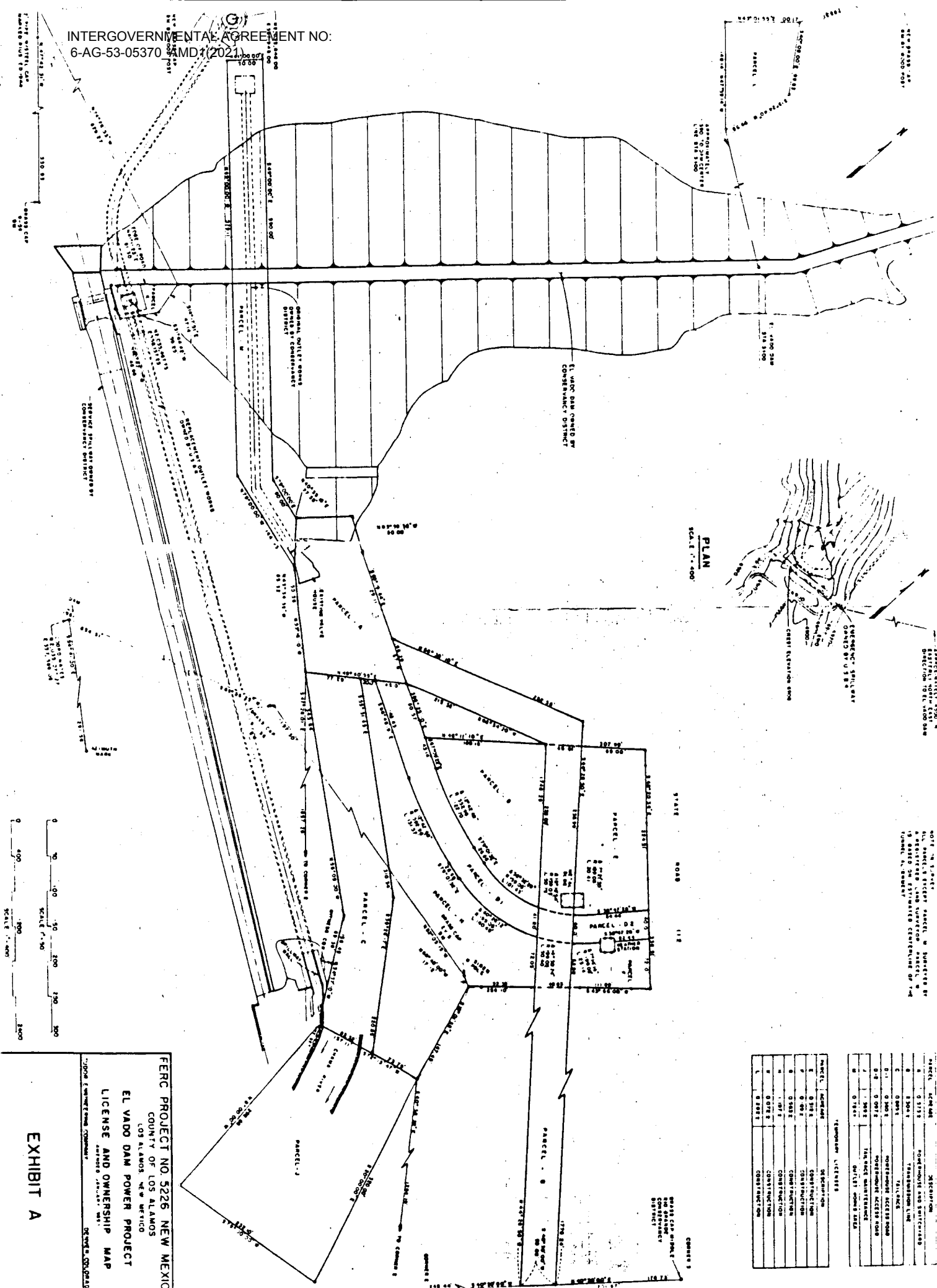
STATE OF NEW MEXICO       )  
                                  ) ss.  
COUNTY OF LOS ALAMOS    )

The foregoing instrument was acknowledged before me this 9<sup>th</sup>  
day of December, 1985, by Fred A. Gross, Jr., Chairman  
of the Board of Public Utilities of the Incorporated County of Los  
Alamos.

Marilyn A. Montoya  
Notary Public

My commission expires:

May 21, 1987



NAME	AGE	RELATION
WILLIAM	42	Wife
JOHN	38	Wife
JOHN	35	Wife
JOHN	32	Wife
JOHN	29	Wife
JOHN	26	Wife
JOHN	23	Wife
JOHN	20	Wife
JOHN	17	Wife
JOHN	14	Wife
JOHN	11	Wife
JOHN	8	Wife
JOHN	5	Wife
JOHN	2	Wife
JOHN	0	Wife

FERC PROJECT NO. 5226 NEW MEXICO  
COUNTY OF LOS ALAMOS  
LOS ALAMOS, NEW MEXICO  
EL VADO DAM POWER PROJECT  
LICENSE AND OWNERSHIP MAP  
ASSEMBLED JANUARY, 1981  
BY AND FOR THE U.S. GEOLOGICAL SURVEY

PARCEL - A  
LEGAL DESCRIPTION  
CONTRACTOR'S WORK AREA - PERMANENT EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southerly corner of the tract herein described, from whence a brass cap marked, Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears S47°26'01"E 1857.26' distant; thence from said point of beginning N53°16'10"W 150.56' to a point, thence N43°34'55"W 65.32' to a point, thence N40°59'15"E 77.58' to a point, thence S63°59'35"E 50.00' to a point, thence S65°19'44"E 196.29' to a point, thence S49°40'55"W 142.29' to the point and place of beginning, containing 0.573 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - B  
LEGAL DESCRIPTION  
TRANSMISSION LINE - PERMANENT EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southerly corner of the tract herein described, from whence a brass cap marked, Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears S40°30'00"W 245.44' distant; thence from said point of beginning N44°26'50"W 1746.29' to a point, thence S66°34'20"W 213.52' to a point, thence N65°19'44"W 67.18' to a point, thence N66°35'10"E 292.56' to a point, thence S44°26'50"E 1776.24' to a point, thence S40°30'00"W 50.00' to the point and place of beginning, containing 2.304 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - C  
LEGAL DESCRIPTION  
TAILRACE MAINTENANCE - PERMANENT EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southeasterly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears N72°13'47"E 73.79', thence S40°36'26"E 1294.19' distant, thence from said point of beginning S72°13'47"W 83.32' to a point, thence N34°37'10"W 156.48' to a point, thence N56°05'00"W 345.84' to a point, thence N49°40'55"E 77.29' to a point, thence S55°31'45"E 310.54' to a point, thence S39°26'17"E 220.85' to the point and place of beginning; containing 0.885 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - D-1  
LEGAL DESCRIPTION  
ACCESS ROAD - PERMANENT EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the westerly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears the following bearings and distances: S49°40'55"W 97.29' to a point, thence S47°26'01"E 1857.26' distant; thence from said point of beginning N49°40'55"E 45.00' to a point, thence S66°25'10"E 80.57' to a point, thence S67°09'22"E 43.14' to a point, thence running along a curve to the left with a radius of 552.96', 122.70' to a point, thence S79°01'32"E 26.66' to a point, thence running along a curve to the left with a radius of 159.05', 101.43' to a point, thence S44°26'50"E 41.80' to a point, thence running along a curve to the right with a radius of 199.05', 140.48' to a point, thence N79°01'32"W 26.66' to a point, thence running along a curve to the right with a radius of 592.96', 131.57' to a point, thence N66°48'19"W 143.43' to the point and place of beginning; containing 0.375 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - D-2  
LEGAL DESCRIPTION  
ACCESS ROAD - PERMANENT EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southerly corner of the tract herein described, from whence a brass cap marked, Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears the following bearings and distances: S44°26'50"E 1465.40 to a point, thence S40°30'00"W 295.44' distant; thence from said point of beginning N44°26'50"W 40.00' to a point, thence running around a curve to the left with a radius of 159.05', 20.41' to a point, thence N38°47'28"E 84.44' to a point on the westerly right-of-way of State Road 112, thence running along said right-of-way S48°20'34"E 40.00' to a point, thence leaving said right-of-way S38°47'28"W 82.44' to a point, thence running around a curve to the right with a radius of 199.05', 25.14' to the point and place of beginning; containing 0.097 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.



PARCEL - M  
LEGAL DESCRIPTION  
OUTLET WORKS AREA - PERMANENT EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southeasterly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears S53°16'10"E 150.56', thence S47°26'01"E 1857.26' distant, thence from said point of beginning N79°W 144.95' to a point, thence N49°W 579.11' to a point, thence N41°E 50.00' to a point, thence S49°E 590.00' to a point, thence S79°E 60.00' to a point, thence S43°34'55"E 65.32' to the point and place of beginning; containing 0.784 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - E  
LEGAL DESCRIPTION  
CONSTRUCTION TEMPORARY EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southerly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 3, El Vado 1934 BM bears S44°26'50"E 1505.36' to a point, thence N40°30'00"E 176.73' distant; thence from said point of beginning N44°26'50"W 235.99' to a point, thence N46°11'10"E 89.00' to a point on the westerly right-of-way of State Road 112, thence running along said right-of-way S48°20'34"E 224.51' to a point, thence leaving said right-of-way S38°47'28"W 84.44' to a point, thence running along a curve to the right with a radius of 159.05', 20.41' to the point and place of beginning, containing 0.512 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - F  
LEGAL DESCRIPTION  
CONSTRUCTION TEMPORARY EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southerly corner of the tract herein described, from whence a brass cap marked, Middle Rio Grande Conservancy District, Corner 3, El Vado 1934 BM bears S44°26'50"E 1401.49' to a point, thence N40°30'00"E 176.73'distant; thence from said point of beginning N44°26'50"W 63.88' to a point, thence running along a curve to the left with a radius of 199.05', 25.14' to a point, thence N38°47'28"E 82.44' to a point on the westerly right-of-way of State Road 112, thence running along said right-of-way S48°20'34"E 72.00' to a point, thence leaving said right-of-way S43°56'00"W 111.89' to the point and place of beginning, containing 0.169 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - G  
LEGAL DESCRIPTION  
CONSTRUCTION TEMPORARY EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southeasterly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 3, El Vado 1934 BM bears S44°26'50"E 1518.27' to a point, thence N40°30'00"E 226.73' distant; thence from said point of beginning and running along a curve to the right with a radius of 159.05', 101.43' to a point, thence N79°01'32"W 26.66' to a point, thence running along a curve to the right with a radius of 552.96', 122.70' to a point, thence N67°09'22"W 43.14' to a point, thence N46°11'10"E 169.18' to a point, thence S44°26'50"E 228.00' to the point and place of beginning, containing 0.567 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - H  
LEGAL DESCRIPTION  
CONSTRUCTION TEMPORARY EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southeasterly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears S40°36'26"E 1294.19' distant, thence from said point of beginning S72°13'47"W 73.79' to a point, thence N39°26'17"W 220.85' to a point, thence N55°31'45"W 310.54' to a point, thence N49°40'55"E 20.00' to a point, thence S66°48'19"E 143.43' to a point, thence running along a curve to the left with a radius of 592.96', 131.57' to a point, thence S79°01'32"E 26.66' to a point, thence running along a curve to the left with a radius of 199.05', 140.48' to a point, thence S44°26'50"E 72.05' to a point, thence S43°56'00"W 92.38' to a point, thence S18°01'55"E 147.49' to the point and place of beginning, containing 1.198 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - J  
LEGAL DESCRIPTION  
TAILRACE MAINTENANCE ROAD

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the northeasterly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears S40°36'26"E 1294.19' distant, thence from said point of beginning S20°E 320.00' to a point, thence S79°W 232.11' to a point, thence N06°W 298.68' to a point, thence N72°13'14"E 157.11' to the point and place of beginning, containing 1.369 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - K  
LEGAL DESCRIPTION  
SHAFT HOUSE - TEMPORARY EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the northerly corner of the tract herein described, from whence a 2" pipe with a steel cap marked R 1 U.S.E.D. 1944 bears N74°26'33"W 629.27' distant; thence from said point of beginning S14°17'51"E 47.14' to a point, thence S31°44'42"W 55.25' to a point, thence N60°42'11"W 48.96' to a point, thence N41°11'23"E 91.30' to the point and place of beginning; containing 0.072 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated August 1, 1984, and bearing File No. B-23.

PARCEL - L  
LEGAL DESCRIPTION  
DIVERS TEMPORARY EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the northerly corner of the tract herein described, from whence a B.M. brass cap R-2 bears N21°51'42"E 288.51' distant; thence from said point of beginning S40°08'00"E 99.63' to a point, thence S13°24'40"W 99.55' to a point, thence N47°39'14"W 148.14' to a point, thence N43°01'55"E 100.17' to the point and place of beginning; containing 0.262 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated August 1, 1984, and bearing File No. B-24.





# County of Los Alamos

## Staff Report

November 09, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** D.

**Index (Council Goals):**

**Presenters:** Kate Stoddard, Consolidated Dispatch Center Manager

**Legislative File:** 15051-21

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### Title

Approval to Accept a Fiscal Year 2022-E-911 Grant Agreement and the Fiscal Year 2022-E-911 Grant "Project No. 22-E-12" Amendment from the Department of Finance and Administration acting through the Local Government Division in an Amount Not To Exceed \$211,190 and Authorizing the County Manager to Execute the Agreements.

### Recommended Action

**I move that Council approve the request to accept Fiscal Year 2022-E-911 Grant "Project No. 22-E-12" Agreement and the Fiscal Year 2022-E-911 Grant "Project No. 22-E-12" Amendment from the Department of Finance and Administration acting through the Local Government Division in an amount not to exceed \$211,190. I further move that Council authorize the County Manager to execute the grant agreement and the grant amendment agreement.**

### County Manager's Recommendation

The County Manager recommends that Council approve the request to accept Fiscal Year 2022-E-911 Grant "Project No. 22-E-12" Agreement and the Fiscal Year 2022-E-911 Grant "Project No. 22-E-12" Amendment from the Department of Finance and Administration acting through the Local Government Division.

### Body

A budget revision in the amount of \$203,724 to include the Fiscal Year 2022-E-911 Grant was approved by Council on July 27, 2021. The grant agreement and amendment require Council approval. The E-911 Bureau of the Local Government Division of the Department of Finance recognized that a project previously funded through the prior Fiscal Year Grant had not been completed, and sent a proposed amendment to include the amount of the project which is an additional \$7,466. The grant amendment would bring the total of the grant to \$211,190.

The Enhanced 911 (E-911) Act, NMSA 1978, Section 63-9D-8 places oversight responsibility of the E-911 Program with the E-911 Bureau of the Local Government Division of the Department of Finance. The E-911 Bureau facilitates funding to local public bodies charged with operating E-911 Public Safety Answering Points (PSAPs) using grant agreements, of which the County of Los Alamos has been a recipient for several decades. On behalf of the grantees, the E-911 Bureau procures price agreements and pays vendors for goods and services provided, such as network access and database services, hardware, software, equipment maintenance, and training on E-911 and geographic information system (GIS) mapping. Each year the E-911 Program provides the services through a grant agreement. The E-911 Program has authorized

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the County of Los Alamos to receive \$203,724 for reoccurring network and maintenance costs as well as training and minor equipment services. This amount plus the previous project capital improvement amount awarded by the Board of Finance for the E-911 Equipment Upgrade totals \$211,190.

**Alternatives**

The alternative to accepting the grant agreement is not having the necessary funds to maintain the 911 system equipment. Additionally, by not accepting the grant amendment, there may not be funding to complete the necessary upgrade to the County's 911 system.

**Fiscal and Staff Impact/Planned Item**

This grant does not require a match.

**Attachments**

A - County of Los Alamos FY22 E-911 Grant Award Letter and Agreement

B - County of Los Alamos FY22 E-911 Grant Amendment 1

**MICHELLE LUJAN GRISHAM**  
GOVERNOR



**DEBORAH K. ROMERO**  
CABINET SECRETARY

**DONNIE J. QUINTANA**  
DIRECTOR

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

May 28, 2021

Kate Stoddard  
Consolidated Dispatch Center Manager  
Los Alamos Police/Fire Department  
2500 Trinity Drive, Suite A  
Los Alamos, NM 87544

Subject: Fiscal Year 2022 E-911 Grant Agreement

Dear: Ms, Stoddard,

Attached is the County of Los Alamos fiscal year 2022 (FY22) E-911 Grant Agreement. This Grant Agreement reflects the County of Los Alamos approved budget by the State Board of Finance for FY22. Please have the grant agreement signed by an Authorized Signatory of your fiscal agent, and return them as soon as possible, preferably before June 30, 2021. We encourage a digital signature to allow for a more efficient process, however, if your fiscal agent requires a wet signature and an original copy that will be accommodated.

If you are using a digital signature, please sign and email the grant agreement to [John.Myrick@state.nm.us](mailto:John.Myrick@state.nm.us). If you are using an original wet signature, **print two (2) originals**, sign, and mail to:

Stephen Weinkauff  
E-911 Bureau Chief  
Department of Finance and Administration  
Local Government Division  
Bataan Memorial Building, Suite 202  
Santa Fe, NM 87501

After the Local Government Division (LGD) signs the grant agreement, we will return the fully executed grant agreement to you for your records. Once the grant agreement is fully executed, LGD can begin making payments for FY22 expenses.

If you have any questions regarding this matter, please call John Myrick at (505) 231-3052 or Stephen Weinkauff at 505-660-3637.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen Weinkauff".

---

Stephen Weinkauff, E-911 Bureau Chief  
Local Government Division

Attachment: FY22 E-911 Grant Agreement

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 22-E-12

**THIS GRANT AGREEMENT** made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **County of Los Alamos**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

**WITNESSETH:**

**WHEREAS**, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “**Act**”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “**Enhanced 911 Requirements**” or “**E-911 Rules.**”); and

**WHEREAS**, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“**PSAP**”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

**WHEREAS**, this Grant Agreement funds the **Public Safety Answering Points (PSAPs) at the County of Los Alamos, which also provides E-911 related services to Los Alamos County, as well as E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware; and**

**WHEREAS**, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

**WHEREAS**, the Grantee complies with the definition of “**Grantee**” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

**WHEREAS**, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

**WHEREAS**, on **May 18, 2021**, the State Board of Finance awarded the Grantee **\$203,724** for enhanced 911 services and equipment.

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE I - LENGTH OF GRANT AGREEMENT**

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2021**, through **June 30, 2022**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

## **ARTICLE II – REPORTS**

A. **PSAP Annual Report:** No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. **Federal 911 Resource Center Report:** No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

## **ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT**

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$203,724** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

#### **ARTICLE IV - MODIFICATION, TERMINATION AND MERGER**

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.*

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

C. This Grant Agreement incorporates all agreements, covenants and understandings between the parties concerning the subject matter of this Grant Agreement and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Grant Agreement.

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in



part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

#### **ARTICLE V - CERTIFICATION**

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

#### **ARTICLE VI - RETENTION OF RECORDS**

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

#### **ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT**

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

#### **ARTICLE VIII - REPRESENTATIVES**

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: **Kate Stoddard**  
Title: **Consolidated Dispatch Center Manager Los Alamos Police/Fire Dept.**  
Address: **2500 Trinity Drive, Suite A**  
**Los Alamos, New Mexico 87544**  
  
Phone: **505-661-3435**  
Fax: **505-661-3434**  
Email: **katherine.stoddard@lacnm.us**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

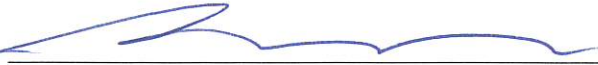
Name: **Stephen Weinkauff, or his successor**  
Title: **E-911 Bureau Chief**  
Address: **Department of Finance and Administration**  
**Local Government Division**  
**Bataan Memorial Building, Suite 202**  
**Santa Fe, New Mexico 87501**  
  
Phone: **505-827-8060**  
Fax: **505-827-4948**  
Email: [Stephen.Weinkauff@state.nm.us](mailto:Stephen.Weinkauff@state.nm.us)



IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE



Authorized Signatory

8/7/21

Date

Steven Lynne  
(Printed Name)

County Manager, Los Alamos County  
(Title, Organization)

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By: \_\_\_\_\_  
Donnie Quintana, Local Government Division Director

\_\_\_\_\_  
Date

**Exhibit A**

**PSAP Annual Report Form For:** FY2022

**Date of Report:** \_\_\_\_\_

<b>Section</b>	<b>PSAP Input</b>
<b>Section 10.6.2.11 D(8)</b>	
PSAP Name	
Date of PSAP Report	
Exact address of the PSAP (No P. O. boxes)	
Number make and model of E911 and Radio Dispatch positions (if a position is used for both call taking and dispatching, list it as such);	
Type of equipment to include make and model of:	
Telephone switching equipment	
MIS System	
Mapping server	
Radio System	
UPS (for 911 Equipment)	
Back-up Generator	
Version of E911 operating system software	
Number and type of dedicated/ switched voice/data circuits;	
Routing central office and PSAP end office;	
Maintenance control center to include name of company, physical address, telephone number, Email address, and your point of contact for E911 equipment and voice logging recorder, if different from E911 equipment maintainer;	
PSAP manager or coordinator and alternate: contact names, addresses, phone numbers, and their PSAP Email address;	
MSAG coordinator name, address, phone number, and Email address;	
GIS representative to include physical address, telephone number, and Email address.	

Section	PSAP Input
Type and manufacturer of CAD system, if any, and type and manufacturer of voice logging recorder;	
<b>Section 10.6.2.11 D(9)</b>	
Each PSAP Shall Maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
Number	
<b>Section 10.6.2.11 D(14)</b>	
The PSAP shall maintain a list of fixed and auto-dial transfer features.	
Fixed transfers:	
Auto-dial transfers	
<b>Section 10.6.2.11 D(18)</b>	
<b>Special circumstances.</b>	
(a) In accordance with ADA each PSAP shall establish procedures to handle calls from speech and hearing impaired individuals. <u>Include a copy of your procedures.</u>	
(b) PSAPs shall develop procedures for handling unanswered or silent 911 calls. <u>Include a copy of your procedures.</u>	
<b>Miscellaneous Section</b>	
List the PSAP insurance provider name, POC, and policy numbers as proof of hazard and liability insurance for the PSAP facility	
List any back-up PSAP(s) and attach any MOU(s) documenting agreement(s)	

PSAP Annual Report Continued

9-1-1 PSAP Activity-PSAP Input Here			
Fiscal Year 2022	Wireline 9-1-1 Calls	Wireless 9-1-1 Calls	Total 9-1-1 Phone Calls
<i>Jul</i>			
<i>Aug</i>			
<i>Sep</i>			
<i>Oct</i>			
<i>Nov</i>			
<i>Dec</i>			
<i>Jan</i>			
<i>Feb</i>			
<i>Mar</i>			
<i>Apl</i>			
<i>May</i>			
<i>June</i>			
<i>Total</i>			
<b>Month Avg.</b>			
<b>Day Avg.</b>			

## Exhibit B

### Federal 911 Resource Center Report

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

**Exhibit C  
Expenditure Budget**

**New Mexico E-911 Program Grant**  
Local Government Division  
Department of Finance and Administration

<b>Grantee:</b>	County of Los Alamos	<b>Grant Award:</b>	203,724
<b>Address:</b>	2500 Trinity Drive Los Alamos, New Mexico 88	<b>Project Number:</b>	22-E-12
<b>Telephone:</b>	(505) 662-8222	<b>Grant Period:</b>	July 1, 2021 - June 30, 2022
<b>Number of Funded PSAP Positions:</b>		<b>6</b>	

Budget Line Items	Total Budgeted Amount
<b>Capital</b>	
E-911 Equipment Upgrades	
Firewall and Router Equipment	
Dispatch Software	
Recorder	
UPS/Generator	
<b>Capital Subtotal</b>	-
<b>Recurring Network/Managed Services</b>	
Voice Network	51,538
Data MPLS Network	9,652
Wireless Cost Recovery	1,161
<b>Recurring Network/Circuit Subtotal</b>	<b>62,351</b>
<b>Recurring Maintenance</b>	
System Maintenance	102,840
<b>Recurring Maintenance Subtotal</b>	<b>102,840</b>
<b>Services/Training</b>	
911 Related Training	9,000
911 Related GIS	3,000
911 Consulting Services	9,852
GIS Consulting Services	13,861
Interpretive Services	420
Minor Equipment	2,400
<b>Services/Training Subtotal</b>	<b>38,533</b>
<b>TOTAL</b>	<b>203,724</b>

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
ENHANCED 911 ACT GRANT PROGRAM

GRANT AMENDMENT 1

Project No. 22-E-12

**THIS GRANT AMENDMENT**, hereinafter referred to as the “Amendment”, is made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **County of Los Alamos**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

**WHEREAS**, The Parties entered into a grant agreement, effective July 1, 2021 for an award of grant assistance to the Grantee in the amount of **\$203,724** for enhanced 911 services and equipment,

**WHEREAS**, on May 18, 2020, the State Board of Finance authorized the Grantee the carryover capital budget of **\$7,466** for ongoing enhanced 911 professional services and equipment upgrades,

**WHEREAS**, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the Grant Agreement, as amended, will be administered.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The “Exhibit C” of the Grant Agreement is hereby replaced in its entirety with “Exhibit C” attached hereto.
2. All other provisions of the Grant Agreement not amended herein remain in full force and effect.



**IN WITNESS WHEREOF**, the Grantee and the Division do hereby execute this Grant Agreement.

**THIS AMENDMENT** has been approved by:

**GRANTEE**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title, Organization)

**DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION**

By: \_\_\_\_\_  
Donnie Quintana, Local Government Division Director

\_\_\_\_\_  
Date



# New Mexico E-911 Program Grant

Exhibit C

Local Government Division

Department of Finance and Administration

<b>Grantee:</b>	County of Los Alamos	<b>Grant Award:</b>	211,190
<b>Address:</b>	2500 Trinity Drive Los Alamos, New Mexico 88	<b>Project Number:</b>	22-E-12
<b>Telephone:</b>	(505) 662-8222	<b>Grant Period:</b>	July 1, 2021 - June 30, 2022
<b>Number of Funded PSAP Positions:</b>		<b>6</b>	

Budget Line Items	Original Budget	Amended Budget
<b>Capital</b>		
E-911 Equipment Upgrades	-	7,466
Firewall and Router Equipment	-	-
Dispatch Software	-	-
Recorder	-	-
UPS/Generator	-	-
<b>Capital Subtotal</b>	<b>-</b>	<b>7,466</b>
<b>Recurring Network/Managed Services</b>		
Voice Network	51,538.00	51,538.00
Data MPLS Network	9,652.00	9,652.00
Wireless Cost Recovery	1,161.00	1,161.00
<b>Recurring Network/Circuit Subtotal</b>	<b>62,351</b>	<b>62,351</b>
<b>Recurring Maintenance</b>		
System Maintenance	102,840.00	102,840.00
<b>Recurring Maintenance Subtotal</b>	<b>102,840</b>	<b>102,840</b>
<b>Services/Training</b>		
911 Related Training	9,000.00	9,000.00
911 Related GIS	3,000.00	3,000.00
911 Consulting Services	9,852.00	9,852.00
GIS Consulting Services	13,861.00	13,861.00
Interpretive Services	420.00	420.00
Minor Equipment	2,400.00	2,400.00
<b>Services/Training Subtotal</b>	<b>38,533</b>	<b>38,533</b>
<b>TOTAL</b>	<b>203,724</b>	<b>211,190</b>



# County of Los Alamos

## Staff Report

November 09, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** E.

**Index (Council Goals):**

**Presenters:** Jon Bulthuis, Acting Public Works Director

**Legislative File:** 15081-21

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### Title

Memorandum of Understanding (MOU) Entered into by and Between the Incorporated County of Los Alamos and the North Central Regional Transit District (NCRTD) for FY2022, Providing the NCRTD with \$350,000

### ..Recommended Motion

**I move that Council approve a Memorandum of Understanding entered into by and between the Incorporated County of Los Alamos and the North Central Regional Transit District (NCRTD) for FY2022, Providing the NCRTD with \$350,000.**

### ..Manager's Recommendation

The County Manager recommends that Council approve the Memorandum of Understanding as presented.

### Body

The purpose of the MOU is to provide \$350,000 in FY2022 to the NCRTD for local government matches of federal grants, additional reserve funds, and such other purposes as the NCRTD deems appropriate.

Beginning in federal fiscal year 2006, the County entered into MOUs directly with the NCRTD and has to date provided \$8,050,000. in funding. Through these annual MOUs and as part of the County's regional partnership efforts, the County is willing to provide to NCRTD additional funding for capital and operational expenses, and to increase reserves. These partnership efforts promotes efficient, supportive, sustainable, and multi-modal transportation system services operated by the NCRTD to member entities located in the district.

The County fiscal year 2022 (FY22) budget, beginning July 1, 2021 and ending June 30, 2022, provides NCRTD with \$350,000. NCRTD agrees to utilize the funds provided under this MOU as matching funds for federal grants on behalf of NCRTD and to maintain the NCRTD's midday service routes to Los Alamos County.

### Fiscal and Staff Impact/Planned Item

This is a regular planned item and is included in the Progress through Partnering program budget.

### Attachments

A - Memorandum of Understanding Between the Incorporated County of Los Alamos and North Central Regional Transit District

B - NCRTD Request for Annual Funding

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE INCORPORATED COUNTY OF LOS ALAMOS AND  
THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT**

This **MEMORANDUM OF UNDERSTANDING** (the “MOU”) is entered into by and between the **Incorporated County of Los Alamos** (“County”) and the **North Central Regional Transit District** (“NCRTD”).

**WHEREAS**, the NCRTD is a political subdivision of the State of New Mexico; and

**WHEREAS**, the County is a political subdivision of the State of New Mexico and a member of the NCRTD; and

**WHEREAS**, the NCRTD is authorized to finance, construct, operate, maintain, and promote an efficient, sustainable, and multi-modal transportation system subject to compliance with the Regional Transit District Act (“Act”); and

**WHEREAS**, the NCRTD current membership includes the County of Los Alamos, the County of Santa Fe, the County of Rio Arriba, the County of Taos, the City of Santa Fe, the City of Espanola, Village of Chama, the Town of Edgewood, the Town of Taos, the Pueblo of San Ildefonso, Pueblo of Pojoaque, Pueblo of Santa Clara, Pueblo of Nambe, Pueblo of Tesuque, Pueblo of Ohkay Owingeh, and Village of Taos Ski Valley (the “NCRTD members”); and

**WHEREAS**, under regional partnership Cooperative Agreements, the County agreed to fund certain expenses and projects of the NCRTD; and

**WHEREAS**, beginning in federal fiscal year 2006, the County entered into MOUs directly with the NCRTD and has to date provided Eight Million Fifty Thousand Dollars (\$8,050,000.00) in funding, that was used for capital expenses, operational expenses, and to establish additional reserve funds, including matching federal dollars for NCRTD operations and transit projects for NCRTD; and

**WHEREAS**, the NCRTD desires additional funding for capital and operational expenses and to increase reserves, that the County is willing to provide under the County's regional partnership efforts; and

**WHEREAS**, the County wishes to continue partnering with the NCRTD under this MOU in order to promote an efficient, supportive, sustainable, and multi-modal transportation system, including services operated by the NCRTD staff and member entities; and

**WHEREAS**, the County fiscal year 2022 (FY22) budget, beginning July 1, 2021, and ending June 30, 2022, provides the NCRTD with Three Hundred Fifty Thousand Dollars (\$350,000.00).

**NOW, THEREFORE**, for good and valuable consideration, including mutual covenants between the parties hereto the receipt of which is acknowledged, the parties do hereby agree as follows:

**A. PURPOSE.**

The purpose of this MOU is to provide Three Hundred Fifty Thousand Dollars (\$350,000.00) in FY22 to the NCRTD for member local government matches of federal grants, additional reserve funds, and such other purposes as the NCRTD deems appropriate.

**B. SCOPE OF MOU.**

1. County agrees to provide to the NCRTD Three Hundred Fifty Thousand Dollars (\$350,000.00).

2. The NCRTD agrees to utilize the funds provided under this MOU as matching funds for federal grants on behalf of NCRTD or its members and to maintain the NCRTD's midday service routes to Los Alamos County.

3. The NCRTD agrees to work with the County to evaluate how the service routes to Los Alamos could be changed to be better integrated with connecting routes and other service needs and to make any adjustments that are mutually agreeable to the County and NCRTD and financially feasible for NCRTD, based upon NCRTD's sole evaluation of financial feasibility.

4. The NCRTD agrees to work with the County to implement the FY22 Annual Service Plans submitted by the City of Santa Fe and Los Alamos County providing for specific regional routes

funded by NCRTD Regional Transit Gross Receipts Tax (RTGRT) as adopted by Board Resolution No. 2017-22.

5. The NCRTD agrees to strictly account for all the funds received under this MOU and under any prior MOU and to provide the County with a detailed quarterly report within thirty (30) days after the close of the quarter, showing how the funds provided under this MOU were utilized. NCRTD also agrees to allow the audit of its books by the County or its independent auditor upon reasonable notice and during normal business hours to ensure such compliance.

**C. COSTS.**

All costs of the parties in implementing this MOU shall be borne by the respective parties.

**D. TERM AND EFFECTIVE DATE.**

This MOU shall be effective upon execution and shall expire on September 30, 2022.

**E. TERMINATION.**

This MOU may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Upon notice of termination any funds remaining unmatched by federal grants or unspent, shall be assessed for potential reallocation by the NCRTD.

**F. LIABILITY.**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOU. Each party shall be liable for its own actions or inactions in accordance with state law and nothing herein shall be deemed a waiver, indemnity or to otherwise create or effect liabilities between the parties.

**G. THIRD-PARTY BENEFICIARIES.**

By entering into the MOU, the parties do not intend to create in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the MOU to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this MOU. No person shall claim any right, title or

interest under this MOU or seek to enforce this MOU as a third-party beneficiary of this MOU.

#### **H. NEW MEXICO TORT CLAIMS ACT.**

By entering into this MOU, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA (1978). This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision in this MOU modifies and/or waives any provision of the New Mexico Tort Claims Act.

#### **I. AMENDMENT.**

This MOU shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

#### **J. SEVERABILITY.**

In the event that any of the items or provisions herein are found to be in conflict with any applicable statute or rule of law or are otherwise held to be invalid, then such provision shall be deemed inoperative to the extent of such conflict or invalidity, and the remainder of the provisions shall, to the extent possible, remain in full force and effect.

#### **K. NOTICES.**

Any notices required to be given pursuant to this MOU shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

County:

Public Works Director  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 160  
Los Alamos, New Mexico 87544

NCRTD:

Executive Director  
North Central Regional Transit District  
1327 North Riverside Drive  
Espanola, New Mexico 87532

**L. AUTHORIZATION.**

The parties warrant that each signatory to this MOU has the appropriate authority and is authorized to execute this MOU on behalf of its respective party.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding on the dates set forth below.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

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

BY: \_\_\_\_\_  
**RANDALL RYTI** **DATE**  
**COUNCIL CHAIR**

**Approved as to form:**

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

**NORTH CENTRAL REGIONAL TRANSIT  
DISTRICT**

BY: \_\_\_\_\_  
**DANIEL BARRONE** **DATE**  
**NCRTD CHAIR**





*The mission of the North Central Regional Transit District is to provide safe, secure and effective public transportation within North Central New Mexico in order to enhance the quality of life of our citizens by providing mobility options and spur economic development throughout the region.*

**Daniel R. Barrone,**  
Chair

**Anthony J. Mortillaro,**  
Executive Director

**Governmental  
Board of Directors**

Village of Chama  
Town of Edgewood  
City of Española  
County of Los Alamos  
Nambé Pueblo  
Ohkay Owingeh Pueblo  
Pueblo of Pojoaque  
Village of Questa  
County of Rio Arriba  
Pueblo de San Ildefonso  
Santa Clara Pueblo  
City of Santa Fe  
County of Santa Fe  
County of Taos  
Town of Taos  
Village of Taos Ski Valley  
Pueblo of Tesuque

October 7, 2021

Mr. Steven Lynne, County Manager  
Los Alamos County  
1000 Central Avenue, Suite 350  
Los Alamos, NM 87544

Dear Mr. Lynne,

The North Central Regional Transit District (NCRTD) is respectfully requesting distribution of the \$350,000 from Los Alamos County as fulfillment of its Fiscal Year 2022 funding commitment which was approved by the County Council and incorporated into the County's approved budget.

This annual funding allocation from Los Alamos County to the NCRTD has been enormously valuable in providing the funds for the federal matching contributions for operational costs and capital for regional transportation services for the Districts 17-member entities. Without the ongoing assistance from Los Alamos County it would have been challenging for the District to continue serving the transit needs for the residents of these communities and providing the critical interconnectivity for work, medical, social and quality of life needs.

The District Board's adopted resolution No. 2013-23 provides 20% of the budgeted Regional GRT collected in the four-county region to Los Alamos County Atomic City Transit for Board approved regional transit plans. The District Board approved the Los Alamos County transit plan at its September 10, 2021, meeting. Therefore, for this budget year, a total of \$1,609,967 is expected to be available pursuant to the Districts adopted financial policies. Lastly, the District's FY 20 audit was submitted on a timely basis to the Office of the State Auditor.

Los Alamos County's annual contribution to the NCRTD over these 14 years has been tremendously beneficial for the ~235,503 citizens of the four-county region and the 9 Pueblos. We want to thank the County of Los Alamos and the County Council for their continued support.



If additional information is needed to finalize the release of these funds, I can be contacted via email at [anthonym@ncrtd.org](mailto:anthonym@ncrtd.org) or at 629-4713. Your assistance in this matter is appreciated.

Sincerely,

Anthony J. Mortillaro  
Executive Director

Cc: Los Alamos County Councilor Sean Williams, NCRTD Board Member  
Jon Bulhuis, LAC Board Alternate  
Tim Mildren, Finance Director NCRTD  
File



# County of Los Alamos

## Staff Report

November 09, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** F.

**Index (Council Goals):** \* 2021 Council Goal - N/A; DPU FY2021 - 6.0 Develop and Strengthen Partnerships with Stakeholders

**Presenters:** James Alarid

**Legislative File:** 15084-21

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### **Title**

Vacation of Utility Easement at Lot 1, Quemazon Communities Phase 1

### **Recommended Action**

**I move that Council approve the vacation of easement at Lot 1, Quemazon Communities Phase 1**

### **..County Manager's Recommendation**

The County Manager recommends that Council approve as presented.

### **Body**

The easement being vacated is no longer used or needed. A natural gas line which was in the easement has been replaced in a new location. The customer desires to vacate the easement to eliminate the encumbrance on the property. The County Code grants Council the authority to sell, lease, exchange or otherwise transfer county-owned real property and interests in real property (Sec. 14-31 (4)).

### **Alternatives**

If the vacation of easement is not approved the encumbrance on the property will remain.

### **Attachments**

- A - Vacation of Easement
- B - Vicinity Map

**VACATION OF UTILITY EASEMENT**

NAME: Quemazon Montessori School, LLC

PROPERTY ADDRESS: 4600 Esperanza, Los Alamos, N.M. 87544

LOT: 1, SUBDIVISION: Quemazon Communities Phase 1




The Incorporated County of Los Alamos has determined that the County no longer requires and hereby vacates the utility easements described as follows:

**DESCRIPTION**

Those utility easements lying and being within Lot 1, Quemazon Communities Phase 1, Los Alamos County, New Mexico, the Plat thereof filed for record in the Office of the Clerk at Plat Book 7, Page 57 on September 15, 1999, as shown on that Plot Plan marked Exhibit “A”, attached hereto and made a part hereof.

This Vacation of Utility Easement in no way effects, reduces or diminishes any other Easement or Usage, either Drainage or Utility, held by the Incorporated County of Los Alamos except as herein specifically provided. All other Grants of Easement, whether Drainage or Utility, shall be and remain in full force and effect.

**THIS VACATION OF UTILITY EASEMENT HAS BEEN REVIEWED BY ME AND IS ACCEPTABLE TO THE DEPARTMENT THAT I REPRESENT:**

	<u>10/26/21</u>
COUNTY ENGINEER	DATE
	<u>10/26/21</u>
COUNTY SURVEYOR	DATE
	<u>10/25/21</u>
DEPARTMENT OF PUBLIC UTILITIES	DATE

ATTEST:  
Naomi Maestas

INCORPORATED COUNTY OF LOS ALAMOS

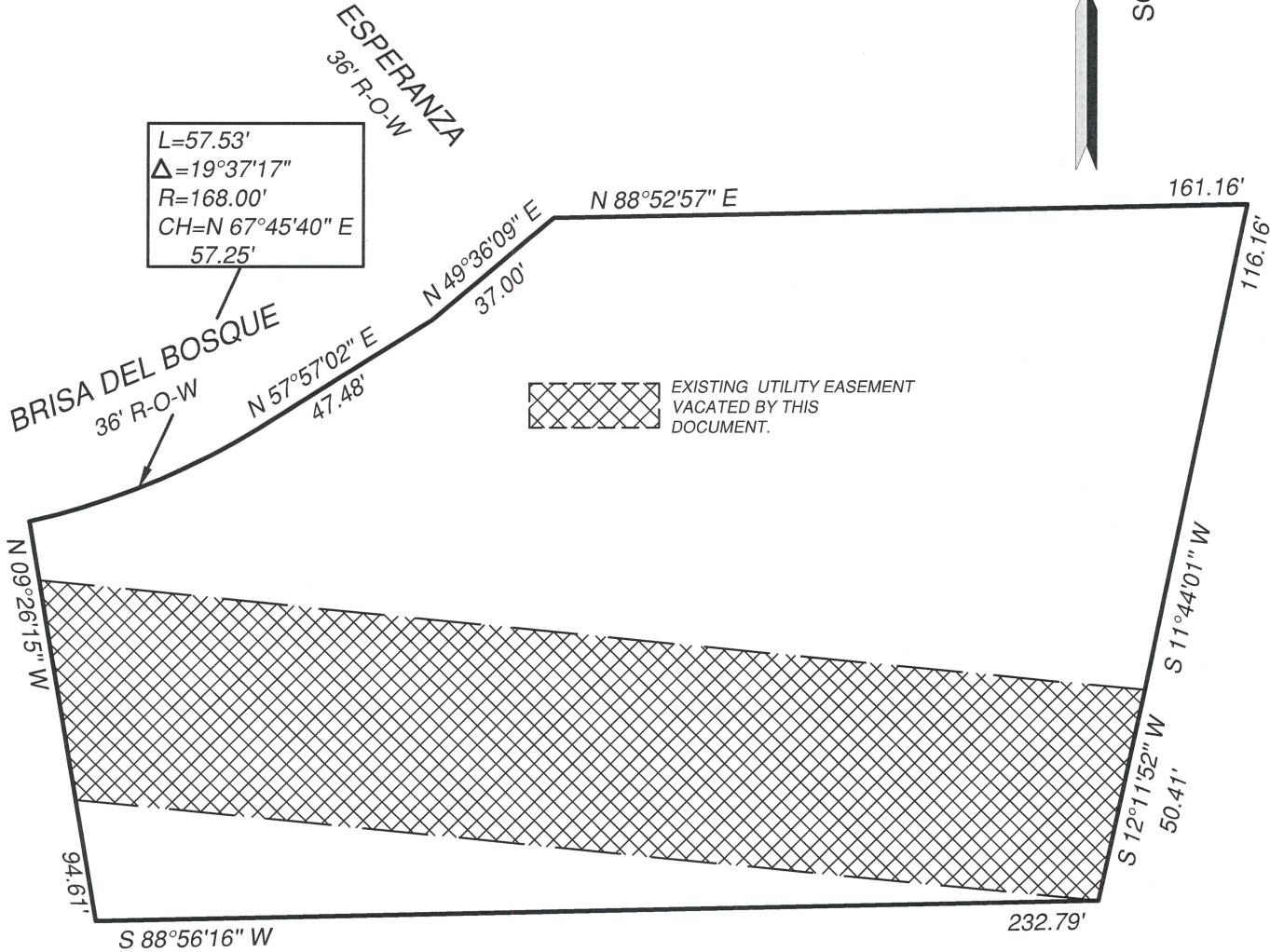
By: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
COUNCIL CHAIRPERSON      DATE

PLOT PLAN FOR  
VACATION OF UTILITY EASEMENT  
WITHIN  
LOT 1,  
QUEMAZON COMMUNITIES PHASE 1  
LOS ALAMOS, NEW MEXICO  
FOR  
QUEMAZON MONTESSORI SCHOOL, LLC



SCALE 1" = 40'



AUTHORITY:  
THIS EXHIBIT WAS PREPARED FROM INFORMATION SHOWN ON THE PLAT OF QUEMAZON COMMUNITIES PHASE 1, SAID PLAT BEING FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF LOS ALAMOS COUNTY, NEW MEXICO IN PLAT BOOK 7, PAGE 57 ON THE 15TH DAY OF SEPTEMBER, 1999 AND FROM INSTRUCTIONS PROVIDED TO ME BY THE LOS ALAMOS COUNTY UTILITIES DEPARTMENT.

*Larry W. Medrano*

Digitally signed by Larry W Medrano  
Reason: I attest to the accuracy and integrity of this document  
Date: 2021.10.08 15:41:24-06'00'

LARRY W. MEDRANO, N.M.P.L.S. NO. 11993

DATE 10/08/2021

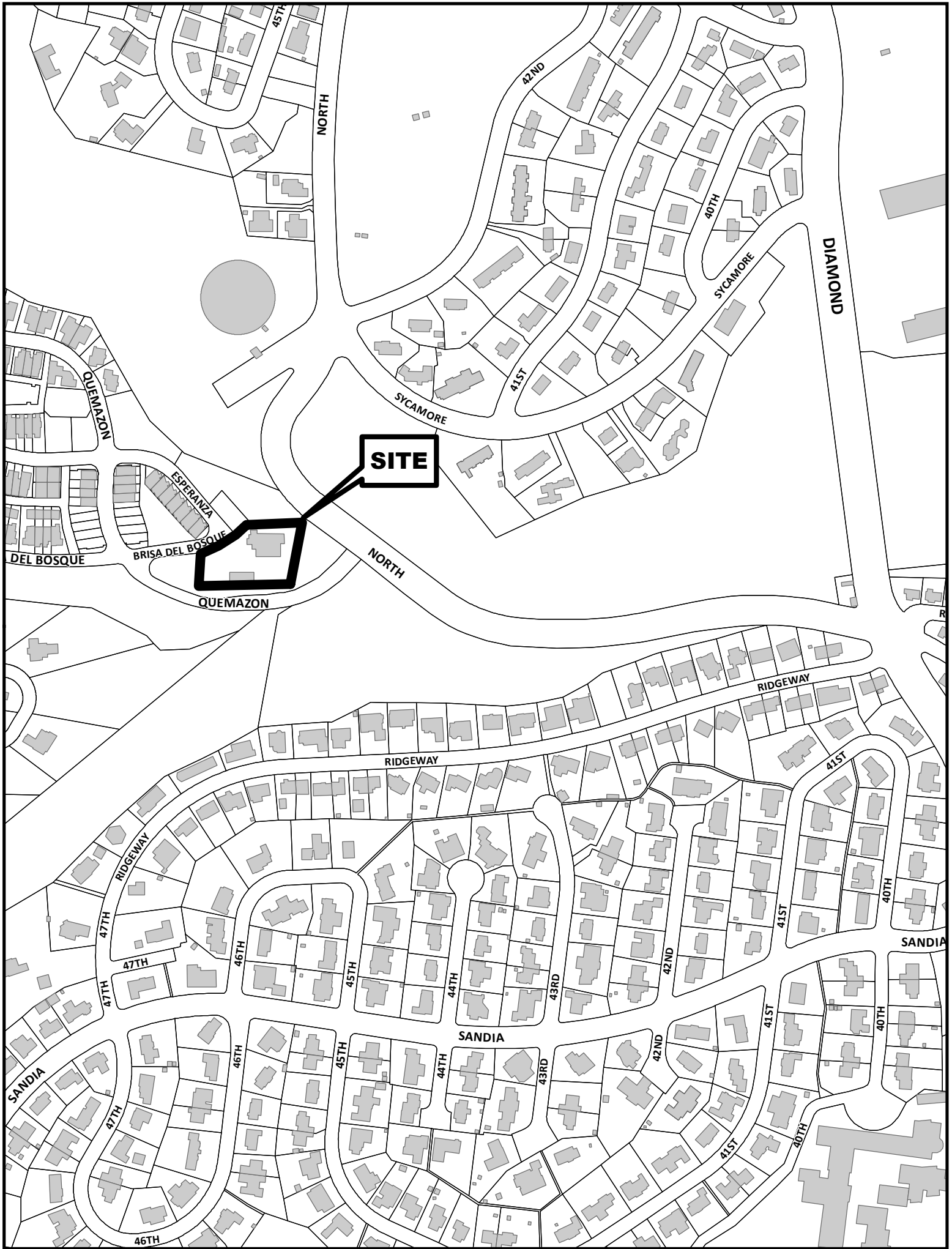
1362 Trinity Drive, Suite A2  
Los Alamos, NM 87544

505.661.4262 PHONE  
505.661.4263 FAX



M.B.E 10/08/2021







# County of Los Alamos

## Staff Report

November 09, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** A.

**Index (Council Goals):** \* 2021 Council Goal - Investing in Infrastructure; DPU FY2020 - 1.0 Provide Safe and Reliable Utility Services; DPU FY2021 - 2.0 Achieve and Maintain Excellence in Financial Performance

**Presenters:** Philo Shelton and James Alarid

**Legislative File:** OR0913-21

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### Title

Introduction of Incorporated County of Los Alamos Ordinance No. 711: Loan/Grant Agreement with the New Mexico Finance Authority for Wastewater Plant Filtration System (Water Trust Board Loan/Grant)

### Recommended Action

**I introduce without prejudice, Incorporated County of Los Alamos Ordinance No. 711, an Ordinance authorizing the execution and delivery of a Water Project Fund Loan/Grant Agreement between the New Mexico Finance Authority and the County in the total amount of \$2,500,000 for the purpose of constructing a filtration treatment process at the Los Alamos Wastewater Treatment Plant.**

### ..County Manager's Recommendation

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

### Body

Los Alamos County was awarded \$2,500,000 in the 2021 legislative session from the Water Trust Board to construct a filtration treatment process at the Los Alamos Wastewater Treatment Plant. The new filtration process will improve the water quality of the effluent to achieve Class A effluent which will allow Los Alamos County to expand the use of effluent water and conserve potable water. The higher quality water can be used in closer proximity to populated areas and with less restrictions on the times when irrigation can occur. The filtration improvements have been planned for a number of years in the capital improvement plan prepared as part of the Non-Potable Water Master Plan in 2013. Upon notification of the successful award in June 2021 the Department of Public Utilities (DPU) engaged Bohannon-Huston Inc. to design the new filtration process to have a shovel ready project to bid when the loan/grant agreement is executed in January 2022. The design is complete and has been approved by the New Mexico Environment Department Construction Programs Bureau. The project will be under construction through the summer of 2022 and be complete in the fall of 2022.

The award includes a combination loan and grant totaling \$2,500,000. The grant component is \$1,200,000 and the loan is \$1,300,000 at 0% interest with a 0.25% annual fee on the balance. In addition, the DPU must contribute \$210,000 in matching funds. The ordinance is scheduled to be introduced on the November 9, 2021 Council meeting and a public hearing held in the December 7, 2021 Council meeting. The closing of the loan/grant agreement is scheduled for January 14, 2022.

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### **Alternatives**

If Ordinance 711 is not approved the project will not be awarded and staff will continue to pursue grant opportunities to fund the project.

### **Fiscal and Staff Impact**

\$900,000 has been budgeted in this fiscal year to fund the County's required match of \$210,000. The first of 20 annual payments will be made when the construction is completed.

### **Attachments**

A - Ordinance No. 711

B - Loan & Grant Agreement



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

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Thereupon, there were officially filed with the County Clerk copies of a proposed Ordinance and Water Project Fund Loan/Grant Agreement in final form, the proposed Ordinance being as hereinafter set forth:

*[Remainder of page intentionally left blank.]*

INCORPORATED COUNTY OF LOS ALAMOS  
ORDINANCE NO. 711

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY”) AND THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$2,500,000, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A FILTRATION TREATMENT PROCESS AT THE WASTEWATER TREATMENT PLANT AND PAYING AN ADMINISTRATIVE FEE, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT SOLELY FROM NET REVENUES OF THE WATER AND WASTEWATER UTILITY FUND; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated county under and pursuant to the laws of the State and more specifically, Article X, Section 5, New Mexico Constitution, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the Finance Authority and approved by the Water Trust Board pursuant to the Board Rules and the Policies and the Act; and

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 48, being Senate Bill 137 of the 2021 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the Finance Authority enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the Finance Authority approved on May 27, 2021 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the Finance Authority or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk this Ordinance and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the Finance Authority, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such

meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of hard or of the soft match, which, in combination with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, is sufficient to complete the Project. The Additional Funding Amount is (\$210,000).

“Administrative Fee” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Chair of the Governing Body, Vice Chair of the Governing Body, County Manager, Utilities Manager and the County Clerk thereof of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the Incorporated County of Los Alamos, New Mexico.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Closing Date” means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the Finance Authority.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs and Eligible Fiscal Agent Fees.

“Eligible Legal Cost” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Fiscal Agent Fees” has the meaning given to that term in the Loan/Grant Agreement.

“Finance Authority” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and

other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized County Council of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$1,200,000.

“Gross Revenues” has the meaning given to that term in the Loan/Grant Agreement.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of \$1,300,000.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of \$2,500,000.

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the Finance Authority as authorized by this Ordinance.

“Net System Revenues” means the Gross Revenues of the water and wastewater utility system owned and operated by the Borrower/Grantee minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacement and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the water and wastewater utility system.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Ordinance” means this Ordinance as it may be supplemented or amended from time to time.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement and described in the Term Sheet.

“Project” means the project described in the Term Sheet.

“Project Account” means the book account established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) restoration and management of watersheds; (iv) flood prevention or (v) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“State” means the State of New Mexico.

“System” means the water and wastewater utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the structural and material design life of the Project, including planning and design features, which shall not be less than twenty (20) years as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through

execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, which is not less than twenty (20) years, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Finance Authority shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has or will acquire title to or easements or rights of way on the real property upon which the Project is being constructed or located.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$1,200,000 and borrowing the Loan Amount of \$1,300,000 to be utilized solely for Eligible Items necessary



to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of \$1,200,000 and the Loan shall be in the amount of \$1,300,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the Finance Authority. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The Finance Authority shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from

the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Finance Authority shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the Finance Authority as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This

repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Chair of the Governing Body and County Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

*[Remainder of page intentionally left blank.]*

*[Form of Notice of Adoption of Resolution for Publication]*

Incorporated County of Los Alamos  
NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 711, duly adopted and approved by the County Council of the Incorporated County of Los Alamos on December 7, 2021. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the County Clerk, at 1000 Central Avenue, Los Alamos, New Mexico.

The title of the Ordinance is:

INCORPORATED COUNTY OF LOS ALAMOS  
ORDINANCE NO.711

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY”) AND THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$2,500,000, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A FILTRATION TREATMENT PROCESS AT THE WASTEWATER TREATMENT PLANT AND PAYING AN ADMINISTRATIVE FEE, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT SOLELY FROM NET REVENUES OF THE WATER AND WASTEWATER UTILITY FUND; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

*[End of Form of Notice of Adoption for Publication]*

PASSED, APPROVED AND ADOPTED THIS 7th day of December, 2021.

INCORPORATED COUNTY OF LOS ALAMOS,  
NEW MEXICO

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

ATTEST:

By \_\_\_\_\_  
Naomi D. Maestas, County Clerk

*[Remainder of page intentionally left blank.]*

Governing Body Member \_\_\_\_\_ then moved adoption of the foregoing Ordinance, duly seconded by Governing Body Member \_\_\_\_\_.

The motion to adopt the Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

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Those Voting Nay:

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Those Absent:

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\_\_\_\_\_ (\_\_) Members of the Governing Body having voted in favor of the motion, the Council Chair declared the motion carried and the Ordinance adopted whereupon the Council Chair and County Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Ordinance, the meeting upon motion duly made, seconded and carried, was adjourned.

INCORPORATED COUNTY OF LOS ALAMOS,  
NEW MEXICO

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

ATTEST:

By \_\_\_\_\_  
Naomi D. Maestas, County Clerk

*[Remainder of page intentionally left blank.]*

STATE OF NEW MEXICO

)

) ss.

COUNTY OF LOS ALAMOS

I, Naomi D. Maestas, the duly qualified and acting County Clerk of the Incorporated County of Los Alamos (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the County Council of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting via Zoom webinar on December 7, 2021 at the hour of 6:00 p.m., insofar as the same relate to the adoption of Ordinance No. 711 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 21-01, adopted and approved on January 5, 2021, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 14<sup>th</sup> day of January, 2022.

INCORPORATED COUNTY OF LOS ALAMOS,  
NEW MEXICO

By \_\_\_\_\_  
Naomi D. Maestas, County Clerk

6060567



EXHIBIT "A"

Notice of Meeting, Meeting Agenda

\$2,500,000  
INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO  
WATER PROJECT FUND LOAN/GRANT  
NO. WPF-5426

Closing Date: January 14, 2022

TRANSCRIPT OF PROCEEDINGS  
INDEX

1. Open Meetings Act Resolution No. 21-01 adopted by the Borrower/Grantee on January 5, 2021
2. Ordinance No. 711, adopted December 7, 2021, Agenda, and the Affidavits of Publication of the Notice of Intent to Adopt Ordinance and the Notice of Adoption of Ordinance in the *Los Alamos Daily Post*
3. Loan/Grant Agreement
4. General and No Litigation Certificate
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate
7. Borrower's Counsel Opinion
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the Finance Authority
9. Finance Authority Application and Project Approval (informational only)
10. NMED Consent

TRANSCRIPT DISTRIBUTION LIST

Incorporated County of Los Alamos, New Mexico  
New Mexico Finance Authority  
Sutin, Thayer & Browne A Professional Corporation

Loan No. WPF-5426

STATE OF NEW MEXICO            )  
  ) ss  
COUNTY OF SANTA FE            )

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the Incorporated County of Los Alamos the Loan/Grant Agreement for Project No. WPF-5426.

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

6060584

\$2,500,000  
INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO  
WATER PROJECT FUND LOAN/GRANT  
No. WPF-5426

STATE OF NEW MEXICO	)	GENERAL AND
	) ss.	NO LITIGATION
COUNTY OF LOS ALAMOS	)	CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Council Chair and County Clerk for the Incorporated County of Los Alamos (the "Borrower/Grantee") in the State of New Mexico (the "State"):

Capitalized terms used in this Certificate have the same meaning as defined in Ordinance No. 711 adopted by the Governing Body of the Borrower/Grantee on December 7, 2021 (the "Ordinance") unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and existing incorporated county under the laws of the State of New Mexico.

2. From at least January 4, 2021, except as noted, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Borrower/Grantee:

Council Chair:	Randall T. Ryti
County Council Members:	James N. Robinson, Vice-Chair Sara Scott Denise Derkacs David Izraelevitz David Reagor Sean Williams
County Clerk:	Naomi D. Maestas

3. Based on data collected during the 2010 Census, the population of the Incorporated County of Los Alamos is at least 75% English speaking.

4. Notice of the public hearing on the Ordinance and of the adoption of the Ordinance was published in English in the *Los Alamos Daily Post*, a newspaper of general circulation in the County of Los Alamos, which is published in English.

5. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority, as authorized by the Ordinance.

6. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Ordinance.

7. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article X of the Loan/Grant Agreement has occurred.

8. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (b) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Ordinance or the Loan/Grant Agreement, (c) the execution and delivery of the Loan/Grant Agreement, or (d) the power of the Borrower/Grantee to carry out the transactions contemplated by the Ordinance and the Loan/Grant Agreement.

9. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Loan/Grant Agreement and in the Ordinance are true and correct as of the date hereof.

10. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

11. To our knowledge and belief after due investigation, neither the Council Chair, the County Clerk, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

12. Regular meetings of the Borrower/Grantee's Governing Body are held via Zoom webinar or at 1000 Central Avenue, Los Alamos, one of the principal meeting places of the Borrower/Grantee.

13. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Ordinance or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution No. 21-01 adopted and approved by the Governing Body on January 5, 2021 (the "Open Meeting Act Resolution") establishes notice standards for meetings of the Governing

Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Ordinance and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution and the current Governor's Orders related to the Novel Coronavirus 2019 pandemic, which resolution was effective on December 7, 2021 and has not been amended, repealed or rescinded.

14. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, as amended.

15. The Council Chair and the County Clerk, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

16. This Certificate is for the benefit of the Finance Authority.

17. This Certificate may be executed in counterparts.

*[Signature page follows.]*

WITNESS our signatures and the seal of the Borrower/Grantee this 14<sup>th</sup> day of January, 2022.

INCORPORATED COUNTY OF LOS ALAMOS,  
NEW MEXICO

(SEAL)

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

By \_\_\_\_\_  
Naomi E. Maestas, County Clerk

6060577



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\$2,500,000

WATER PROJECT FUND  
LOAN/GRANT AGREEMENT

dated

January 14, 2022

by and between the

NEW MEXICO FINANCE AUTHORITY  
as Lender/Grantor,

and

INCORPORATED COUNTY OF LOS ALAMOS,  
NEW MEXICO,

as Borrower/Grantee.

WATER PROJECT FUND  
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the “Agreement”) dated January 14, 2022, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority” or “Lender/Grantor”), and the INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO (the “Borrower/Grantee”).

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the “Finance Authority Act”); and

WHEREAS, the Finance Authority Act provides that the Finance Authority may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated county under and pursuant to the laws of the State and more specifically, Article X, Section 5, New Mexico Constitution, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the Finance Authority and approved by the Water Trust Board pursuant to the Board Rules and the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow \$1,300,000 from the Lender/Grantor and to accept a grant in the amount of \$1,200,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated January 4, 2021 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 48, being Senate Bill 137 of the 2021 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the Finance Authority enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the Finance Authority approved on May 27, 2021 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project have been approved by the Finance Authority (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the Finance Authority, pursuant to an agreement between such agency or entity and the Finance Authority), prior to the commencement of construction, and the plans and specifications for the Project incorporate available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the Finance Authority, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

## ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Ordinance, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project or to

provide matching funds needed to complete the Project. The Additional Funding Amount is \$210,000.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

“Agreement Term” means the term of this Agreement as provided under Article III of this Agreement.

“Application” means the New Mexico Water Trust Board Application for Financial Assistance dated January 4, 2021 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Chair of the Governing Body, Vice Chair of the Governing Body, County Manager, Utilities Manager and the County Clerk thereof; with respect to the Finance Authority, the Chair, Vice-Chair and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Closing Date” means the date of execution and delivery of this Agreement by the Borrower/Grantee and the Finance Authority.

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Conditions” means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

“Department of Finance and Administration” or “DFA” means the department of finance, and administration of the State.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement, in an amount not exceeding five (5) percent of the Loan/Grant Amount. The total amount of the combined Eligible Fiscal Agent Fees and Eligible Legal Fees may not exceed ten (10) percent of the total Water Project Fund Financial Assistance.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs and Eligible Fiscal Agent Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services. The total amount of the combined Eligible Fiscal Agent Fees and Eligible Legal Fees may not exceed ten (10) percent of the total Loan/Grant Amount.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Agreement.

“Final Debt Service Schedule” means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

“Final Requisition” means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 4.1(b) of this Agreement.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

“Force Majeure” means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized County Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$1,200,000.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all

revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of electric, gas, water and sanitary sewer services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any Ordinance or Resolution of the Borrower/Grantee, the language of such Ordinance or Resolution shall control.

Gross Revenues do not include:

- (a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;
- (b) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and
- (c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Hardship Waiver” means a determination by the finance Authority pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

“Interest Component” means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit “C” hereto.

“Interim Debt Service Schedule” means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit “B”.

“Interim Period” means the period no greater than twenty-four (24) months, unless a longer period is approved by the Finance Authority as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Lender/Grantor” means the Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$1,300,000.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$2,500,000.

“Loan Payments” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit “B” hereto.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the water utility system.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues. In the event there is a conflicting description of Operation and Maintenance Expenses in any Ordinance or Resolution of the Borrower/Grantee, the language of such Ordinance or Resolution shall control.

"Ordinance" means the Borrower/Grantee's Ordinance No. 711, adopted December 7, 2021, authorizing the acceptance of the Loan/Grant and the execution of this Agreement.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

"Pledged Revenues" means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fees pursuant to the Ordinance and this Agreement and described in the Term Sheet.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the Finance Authority, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "C" hereto.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) restoration and management of watersheds; (iv) flood prevention or (v) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Senior Obligations" means those outstanding obligations shown on the Term Sheet and any other obligations hereafter issued with a superior lien on the Pledged Revenues as defined in the Term Sheet, and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.



“State” means the State of New Mexico.

“State Board of Finance” means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

“System” means the water and wastewater utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part. The System consists of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water and wastewater utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the water and wastewater utility system, whether situated within or without the limits of the Borrower/Grantee.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the structural and material design life of the Project including planning and design features, which shall not be less than twenty (20) years as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

## ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the Finance Authority as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a *pro rata* basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for water conservation, recycling, treatment or reuse of water. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of construction of a filtration treatment process at the Los Alamos County Wastewater Treatment Plant, and shall include such other related work and revisions necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project, which is not less than twenty (20) years, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the Finance Authority or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The Finance Authority shall have the right to inspect at all reasonable times all records, accounts and data relating to the Project and to inspect the Project and all properties comprising the Project, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the Finance Authority, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the Finance Authority. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Annual Report. An Authorized Officer of the Governmental Unit will submit to the Finance Authority on an annual basis a report, provided on or before July 1 of each year, which report must include (i) the Governmental Unit's receipts from fees charged for services related to the Governmental Unit's electric, gas, water, and wastewater utilities, segregated by service; and (ii) all of the Governmental Unit's outstanding utility debt that is secured by one or more of the Governmental Unit's electric, gas, water, or wastewater utilities, segregated by pledge and expenditure of each debt service obligation within each utility, for purposes of demonstrating compliance with Section 2.1(o) above, and with coverage ratio requirements of other obligations between the Governmental Unit and the Finance Authority.

(s) Rate Covenant. The Borrower/Grantee covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(t) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(u) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and

the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or System, or any part of the Project or System so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the Finance Authority and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(v) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being constructed, located, completed or extended, and if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(w) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(x) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the Finance Authority, the Borrower/Grantee shall provide the Finance Authority a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(y) Conservation Plan. The Borrower/Grantee has submitted a water conservation plan or one is on file with the State engineer, as required by NMSA 1978, § 72-4A-7, as amended.

(z) Efficient Operation. The Borrower/Grantee will operate the Project so long as this Agreement is outstanding, will maintain the Project in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the Project as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable demands for Project services.

(aa) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally

Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the System and the sanitary sewer facilities; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(bb) Billing Procedure. Bills for water and wastewater utility services or facilities, or any combination, furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance or regulation, water and wastewater utility services shall be discontinued as required by such ordinance or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection. Electric, gas, water and sanitary sewer utility services may be billed jointly with each other, provided that each such joint bill shall show separately the electric, gas, water and sanitary sewer utility charges.

(cc) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the Project.

(dd) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the Water Trust Board; and

(ee) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

Section 2.2 Representations and Warranties of the Finance Authority. The Finance Authority represents as follows:

(a) Authorization of Agreement. The Finance Authority is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

### ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project, which in no event shall be less than twenty (20) years, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

### ARTICLE IV LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The Finance Authority, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved on behalf of the Finance Authority as required by NMSA 1978, § 72-4A-7(B), as amended, by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the Finance Authority; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the Finance Authority shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the Finance Authority the documents listed on

Exhibit “F” attached hereto, all of which must be in form and content acceptable to the Finance Authority.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the Finance Authority in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The Finance Authority, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the Finance Authority deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

## ARTICLE V LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

### Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit “C” of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.



(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the Finance Authority for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the Finance Authority for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the Finance Authority to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the Finance Authority. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An “undue hardship” exists if the Finance Authority determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The Finance Authority may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The Finance Authority shall make a determination no later than May 15 of the applicable year, and the Finance Authority shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant to the Borrower/Grantee. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The Finance Authority shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the Finance Authority.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the Finance Authority, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the Finance Authority in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the Finance Authority shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the Finance Authority, based on the Borrower/Grantee’s demonstration, to the reasonable satisfaction of the Authorized Officer of

the Finance Authority, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the Finance Authority, may be invested by the Finance Authority for the credit of the Water Project Fund.

## ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the Finance Authority an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the Finance Authority shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Governmental Unit pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The Finance Authority shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Governmental Unit on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the Finance Authority acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the Finance Authority to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the Finance Authority, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the

Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

## ARTICLE VII THE PROJECT

### Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, and maintain the Project lawfully and efficiently. The Project shall be designed so as to incorporate the available technologies and operational design for water use efficiency. The plans and specifications shall be approved on behalf of the Finance Authority by the New Mexico Environment Department prior to the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good condition and repair at all times during the Useful Life of the Project, which shall in no event be less than twenty (20) years, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the Finance Authority shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The Finance Authority shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the Finance

Authority and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the Finance Authority, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the approval of the Finance Authority and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition, implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on March 31, 2022, and subsequent reports shall be due on each June 30, September 30, December 31, and March 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the Finance Authority or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the Finance Authority substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the Finance Authority shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law;

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the Finance Authority shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the Finance Authority shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

## ARTICLE VIII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the “Little Miller Act”) is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the “Little Miller Act”. If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the Finance Authority, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

## ARTICLE IX INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement

by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

#### Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the Finance Authority harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the Finance Authority harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority, shall defend the Finance Authority in any such action or proceeding.

### ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and



diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the Finance Authority.

**Section 10.2 Remedies on Default.** Whenever any Event of Default has occurred and is continuing and subject to Section 10.2 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the

other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the Finance Authority shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the Finance Authority the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

## ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

Incorporated County of Los Alamos  
Attn.: Philo Shelton, Utilities Manager  
1000 Central Avenue, Suite 130  
Los Alamos, New Mexico 87544

If to the Finance Authority, then to:

New Mexico Finance Authority  
Attn.: Chief Executive Officer  
207 Shelby Street  
Santa Fe, New Mexico 87501

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among

the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the Finance Authority, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the Finance Authority is hereby expressly waived and released by the Borrower/Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The Finance Authority and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 Finance Authority and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Borrower/Grantee is required, or the Borrower/Grantee or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for

the Borrower/Grantee by an Authorized Officer of the Finance Authority or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO SECTION 6-21-26, NMSA.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on May 14, 2021 and by the Finance Authority's Board of Directors on May 27, 2021, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE  
NEW MEXICO FINANCE AUTHORITY:

SUTIN, THAYER & BROWNE  
A PROFESSIONAL CORPORATION  
As Loan/Grant Counsel

By \_\_\_\_\_  
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE  
NEW MEXICO FINANCE AUTHORITY:

By \_\_\_\_\_  
Daniel C. Opperman, Chief Legal Officer  
New Mexico Finance Authority

BORROWER/GRANTEE:

INCORPORATED COUNTY OF LOS ALAMOS,  
NEW MEXICO

By: \_\_\_\_\_  
Randall T. Ryti, Council Chair

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Naomi D. Maestas, County Clerk

6060568

EXHIBIT "A"

TERM SHEET

\$2,500,000 WATER PROJECT LOAN/GRANT TO THE  
INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

Project Description:	The Project is for water conservation or recycling, treatment or reuse of water. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of the construction of a filtration treatment process at the Wastewater Treatment Plant, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the Finance Authority as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	\$1,200,000
Loan Amount:	\$1,300,000
Pledged Revenues:	Net System Revenues
Outstanding Senior Obligations for Pledged Revenues:	Governmental Unit's Utility System Revenue Bonds, Series 2010A-D (PPRF Loan PPRF-2461) maturing in 2030
Outstanding Subordinate Obligations for Pledged Revenues:	NMFA PPRF Loan PPRF-3150 maturing in 2034; NMFA DW Loan DW-5456 maturing in 2048
Outstanding Parity Obligations (Super Subordinate):	OUTSTANDING JUNIOR LIENS OF THE WATER UTILITY: NMFA WTB Loan WTB-0089; NMFA WTB Loan WTB-0156; NMFA WTB Loan WTB-0157; NMFA WTB Loan WTB-0220; NMFA WTB Loan WTB-0221; NMFA WTB Loan WTB-4826;



NMFA WTB Loan WTB-5081

OUTSTANDING JUNIOR LIENS OF THE JOINT UTILITY DEBT (ELECTRIC, GAS, WATER AND WASTEWATER):

New Mexico Environment Department (NMED)  
2009 CWSRF 09L ARRA Loan maturing in 2031;  
NMFA WTB Loan WTB-0318;  
NMFA WTB Loan WTB-0340

OUTSTANDING JUNIOR LIEN OF THE WATER AND WASTEWATER UTILITY:

NMFA WTB Loan WTB-3557

OUTSTANDING JUNIOR LIEN OF THE WASTEWATER UTILITY:

NMFA WTB Loan WTB-0063;  
NMED 2019 CWSRF 083 maturing in 2042;  
NMED 2018 CWSRF 1438143R maturing in 2035

Authorizing Legislation:	Borrower/Grantee Ordinance No. 711, adopted December 7, 2021
Additional Funding Amount:	\$210,000
Closing Date:	January 14, 2022
Project Account Amount:	\$2,500,000
Expense Account Deposit:	\$0
Administrative Fee:	0.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to Finance Authority of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the County Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Council Chair and attested to by the Village Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

## EXHIBIT B

### PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2024 and ending June 1, 2043. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[ATTACH INTERIM DEBT SERVICE SCHEDULE]

EXHIBIT "C"

FORM OF REQUISITION  
(Water Project Fund)

RE: \$2,500,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the Incorporated County of Los Alamos, as Borrower/Grantee (the "Loan/Grant Agreement")

Loan/Grant No. WPF-5426

Closing Date: January 14, 2022

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account – Incorporated County of Los Alamos with regard to the above-referenced Loan/Grant Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. \_\_\_\_\_ PAYMENT AMOUNT: \$ \_\_\_\_\_

PAYEE'S NAME: \_\_\_\_\_

PAYEE'S ADDRESS: \_\_\_\_\_

\_\_\_\_\_

II. REQUISITION INFORMATION

*If this Requisition includes multiple Vendors, Eligible Item Categories or Payment Purposes, please itemize below or attach separate page.*

Vendor Name \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ Invoice No.(s) \_\_\_\_\_

Purpose of Payment \_\_\_\_\_

Eligible Item Category \_\_\_\_\_

Vendor Name \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ Invoice No.(s) \_\_\_\_\_

Purpose of Payment \_\_\_\_\_

Eligible Item Category \_\_\_\_\_

Vendor Name \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ Invoice No.(s) \_\_\_\_\_

Purpose of Payment \_\_\_\_\_

Eligible Item Category \_\_\_\_\_

---

III. WIRING INFORMATION:

BANK NAME:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ \_\_\_\_\_  
Attach proof of expenditures for hard match (cancelled check, wire transfer receipt) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ \_\_\_\_\_  
TOTAL: \$210,000

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Project Account – Incorporated County of Los Alamos. All representations contained in the Loan/Grant Agreement and the related closing documents remain true and correct and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant have been or will be used to pay the costs of Eligible Items, as defined in the Loan/Grant Agreement. Eligible Items are (1) matching requirements for federal and local cost shares, (2) engineering feasibility reports, (3) contracted engineering design, (4) inspection of construction, (5) special engineering services, (6) environmental or archeological surveys, (7) construction, (8) land acquisition, (9) easements and rights of way, (10) Eligible Legal Costs and (11) Eligible Fiscal Agent Fees, subject to limitations as set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

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

\_\_\_\_\_  
AUTHORIZED OFFICER (Mayor, Mayor Pro-Tem, or Clerk)

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

EXHIBIT “D”

WATER TRUST BOARD PROJECT STATUS REPORT  
PREPARED FOR THE  
NEW MEXICO FINANCE AUTHORITY

Fund Recipient Names: Incorporated County of Los Alamos		WTB Project Number: WPF-5426	
Recipient Contact:		WTB Project Name: WTP Filtration Project	
Phone Number:		Project Type: Construction	
Quarterly Project Report <input type="checkbox"/> Final <input type="checkbox"/> Other <input type="checkbox"/>		Report Period: From - ____ / ____ / ____ To - ____ / ____ / ____	
Contract Expiration: _____			
Total WTB Award: \$_____ Current Balance: \$_____			
Loan 52% Grant 48% Match \$210,000			
Expected WTB Award Expenditure Next Quarter: \$_____			
Additional Funding Amount Expended to Date: \$_____			
Expected Additional Funding Amount Expenditure Next Quarter: \$_____			
Project Phase: Planning <input type="checkbox"/> Design <input type="checkbox"/> Construction <input type="checkbox"/>			
PROJECT TIME: Original Completion Date: _____			
Current Completion Date: _____			
Days Remaining for Completion _____			
Percent Project is Complete _____% On Schedule? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Briefly Describe Project Progress During This Reporting Period:			
Issues Addressed During This Period (Indicate any current and/or anticipated issues that remain unresolved):			
Goals/Milestones With Timeline or Dates For The Next Reporting Period:			
Name and Title of Authorized Officer: (Print)		Authorized Officer Signature:	
Date: _____			

EXHIBIT "E"  
FORM OF CERTIFICATE OF COMPLETION

RE: \$2,500,000 Loan/Grant Agreement by and between the Finance Authority, as Lender/Grantor, and the Incorporated County of Los Alamos, as Borrower/Grantee (the "Loan/Grant Agreement")

Loan/Grant No. WPF-5426

Closing Date: January 14, 2022

TO: NEW MEXICO FINANCE AUTHORITY

I, \_\_\_\_\_, the \_\_\_\_\_ of the  
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on \_\_\_\_\_, 20\_\_.

2. The total cost of the Project was \$ \_\_\_\_\_.

3. Cost of the Project paid from the Loan/Grant Amount was \$ \_\_\_\_\_.

4. Cost of the Project paid from the Additional Funding Amount was \$ \_\_\_\_\_.

5. The portion of the Loan/Grant Amount unexpended for the Project is \$ \_\_\_\_\_.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

INCORPORATED COUNTY OF LOS ALAMOS, NEW  
MEXICO

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

Its: \_\_\_\_\_

EXHIBIT “F”

DOCUMENTS

1. Open Meetings Act Resolution No. 21-01 adopted by the Borrower/Grantee on January 5, 2021
2. Ordinance No. 711, adopted December 7, 2021, Agenda, and the Affidavits of Publication of the Notice of Intent to Adopt Ordinance and the Notice of Adoption of Ordinance in *The Los Alamos Daily Post*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate
7. Borrower’s Counsel Opinion
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the Finance Authority
9. Finance Authority Application and Project Approval (informational only)
10. NMED Consent

[ON COUNTY LETTERHEAD]

NEW MEXICO FINANCE AUTHORITY

FINAL OPINION OF COUNSEL

To: New Mexico Finance Authority  
207 Shelby Street  
Santa Fe, New Mexico 87501

Re: Incorporated County of Los Alamos, New Mexico  
\$2,500,000 Loan/Grant No. WPF-5426

Ladies and Gentlemen:

I am an attorney representing the Incorporated County of Los Alamos, New Mexico (the “Borrower/Grantee”) in connection with the above-referenced Loan/Grant. I am licensed to practice law and I am in good standing in the State Bar of New Mexico. I provide this opinion in my role as County Attorney for the Borrower/Grantee, understanding that the New Mexico Finance Authority (the “Lender/Grantor”) is relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Ordinance No. 711 adopted by the Governing Body of the Borrower/Grantee on December 7, 2021 (the “Ordinance”) unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The Incorporated County of Los Alamos Water Project Fund Application dated January 4, 2021 and the New Mexico Water Trust Board Approval dated May 14, 2021 for Loan/Grant No. WPF-5426 (the “Application” and the “Approval,” respectively), relating to the Project.
- (2) The incorporation documents creating the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution or resolutions of the Borrower/Grantee in effect on the Ordinance adoption date of December 7, 2021 and the Closing Date of January 14, 2022.
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the



contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.

- (5) Corporate proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the corporate action of the Borrower/Grantee relating to (a) the selection of its Council Chair, County Council and County Clerk; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, by means of the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the Water Trust Board, acting through the Finance Authority; (i) the Ordinance authorizing the Council Chair to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing such Loan/Grant.
- (6) The Ordinance and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.

Based upon my examination of the foregoing, it is my opinion that:

- A. The Borrower/Grantee is a duly organized and existing incorporated county under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- D. The Borrower/Grantee has corporate power:
  - (1) to design, construct, install and complete the Project;

- (2) to execute and deliver Loan/Grant documents including those identified above;
  - (3) to perform all acts required by such Loan/Grant documents to be done by it; and
  - (4) to own, operate and maintain the Project during its Useful Life.
- E. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Ordinance. The Ordinance constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- G. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Ordinance, and no event of default and no default under the Loan/Grant Agreement or the Ordinance has occurred and is continuing on the date of this Opinion.
- H. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Ordinance.
- I. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Ordinance, and no event of default and no default under the Loan/Grant Agreement or the Ordinance has occurred and is continuing on the date of this Opinion.
- J. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Ordinance and the Loan/Grant Agreement.

- K. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Ordinance or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- L. Neither the Borrower/Grantee's adoption of the Ordinance nor any action contemplated by or pursuant to the Ordinance or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.
- M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Finance Authority and the Water Trust Board associated with the administration of the Water Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Ordinance or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Ordinance and the Loan/Grant Agreement.
- N. To my knowledge after due investigation, but without having undertaken any title search, there are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.
- O. The Borrower/Grantee has proper title, easement and rights of way to the property upon or through which the Project is to be constructed.
- P. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- Q. The Borrower/Grantee has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient,

adequate and continuous rights-of-way to permit the design, construction, installation, operation and maintenance of the Project.

Dated this 14<sup>th</sup> day of January, 2022.

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J. Alvin Leaphart IV, County Attorney  
for the Incorporated County of Los Alamos

6060570

\$2,500,000  
INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO  
WATER PROJECT FUND LOAN/GRANT  
No. WPF-5426

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the Incorporated County of Los Alamos (the "Borrower/Grantee"), an incorporated county in the State of New Mexico, hereby certifies except as noted in item 4 below:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the construction of a filtration treatment process at the Wastewater Treatment Plant with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority and the New Mexico Water Trust Board (the "Project"), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.
3. That the attached map or plat shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.
4. Exceptions:    NONE

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[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Incorporated County of Los Alamos, New Mexico as of this 14<sup>th</sup> day of January, 2022.

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J. Alvin Leaphart IV, County Attorney  
Attorney for Borrower/Grantee  
1000 Central Avenue, Suite 340  
Los Alamos, NM 87544

6060574



# County of Los Alamos

## Staff Report

November 09, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** A.

**Index (Council Goals):**

**Presenters:** Eric Martinez, County Engineer

**Legislative File:** OR0920-21b

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### Title

Incorporated County of Los Alamos Ordinance No. 713, an Ordinance Providing for the Transfer of Approximately 2,698 Square Feet of Certain Public Land Along Trinity Drive (NM 502) Owned by the Incorporated County Los Alamos to the New Mexico Department of Transportation for Public Road Improvements

### Recommended Action

**I move that Council adopt Incorporated County of Los Alamos Ordinance No. 713, an Ordinance providing for the transfer of approximately 2,698 square feet of certain public land along Trinity Drive (NM 502) owned by the Incorporated County of Los Alamos to the New Mexico Department of Transportation for public road improvements; 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 Los Alamos Ordinance No. 713.

### Body

The ordinance provides for the transfer of County owned parcels 2-QCD-1 and 2-QCD-2, totaling approximately 2,698 square feet of public land along Trinity Drive (NM 502) to the New Mexico Department of Transportation (NMDOT) for public road improvements (See Attachments B and C).

On November 14, 2017, Council approved Ordinance No.673, authorizing the sale of County-owned real property within Site A-13-2 and A-12 to LAH Investors, LLC. On January 8, 2018, a Purchase, Sale and Development Agreement was executed between the County and LAH Investors, LLC. for the development of housing and supporting infrastructure. The agreement requires the County to design off-site road, utility, and public access improvements while construction of these improvements will be performed by the land developer.

As Trinity Drive or NM 502 is a state highway, the study and design of the proposed improvements required coordination with NMDOT along with an access permit application. Study and design development is complete which includes realignment of 35th Street further west and installation of a new bus bay for transit bus service, all of which will enhance public safety for all travel modes. The new bus bay and adjacent curb, gutter and sidewalk extended beyond the current NM 502 right-of-way into two County owned parcels. NMDOT issued an access permit to the County for the improvements, but as a condition of approval required

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dedication of these land segments so that the new public road infrastructure will be incorporated and part of NM 502 right-of-way. The land transfer will satisfy NMDOT's condition and allow the land development team to proceed with off-site work, scheduled to begin in Spring 2022.

**Alternatives**

The Council could choose to not adopt this ordinance at this time.

**Fiscal and Staff Impact/Planned Item**

If the ordinance is adopted, then the property would be conveyed to the New Mexico Department of Transportation. This would involve minimal staff and fiscal impact.

**Attachments**

A - Publication Notice

B - Incorporated County of Los Alamos Ordinance No. 713

C - Right-of-Way Map (NM 502 & 35th Street Realignment Project)



**NOTICE OF ORDINANCE NO. 713****STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS**

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Ordinance No. 713. This will be considered by the County Council at a virtual meeting on Tuesday, November 9, 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:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/85396454950>

Or One tap mobile:

US: +17207072699, 85396454950# or +12532158782, 85396454950#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 720 707 2699 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 853 9645 4950

The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

**INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 713****AN ORDINANCE PROVIDING FOR THE TRANSFER OF APPROXIMATELY 2,698 SQUARE FEET OF CERTAIN PUBLIC LAND ALONG TRINITY DRIVE (NM 502) OWNED BY THE INCORPORATED COUNTY OF LOS ALAMOS TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR PUBLIC ROAD IMPROVEMENTS**

Council of the Incorporated County of Los Alamos

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

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

LA DAILY POST,

Publication Date: Thursday, October 28, 2021

Type of Publication: Notice of Public Hearing of Resolution No. 21-29

**INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 713**

**AN ORDINANCE PROVIDING FOR THE TRANSFER OF APPROXIMATELY 2,698  
SQUARE FEET OF CERTAIN PUBLIC LAND ALONG TRINITY DRIVE (NM 502)  
OWNED BY THE INCORPORATED COUNTY OF LOS ALAMOS TO THE NEW  
MEXICO DEPARTMENT OF TRANSPORTATION FOR PUBLIC ROAD  
IMPROVEMENTS**

**WHEREAS**, the Incorporated County of Los Alamos ("County") has agreed to convey approximately 2,698 square feet of County land, the description of which is attached hereto as Exhibit "A" and identified as parcels 2-QCD-1 and 2-QCD-2, to the State of New Mexico, through the New Mexico Department of Transportation ("NMDOT"); and

**WHEREAS**, County and NMDOT mutually agree that the land transfer is in the best interest of both parties; and

**WHEREAS**, the transfer shall be subject to the execution and performance by the parties, or their designated and authorized representatives, of all documents, including quitclaim deeds, free and clear of any encumbrances, and the filing thereof with any and all proper authorities or entities.

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

**Section 1.** Pursuant to Section 14-31 of the Code of Ordinances of the Incorporated County of Los Alamos, a total of approximately 2,698 square feet of County-owned land, the description of which is attached hereto as Exhibit "A", shall be conveyed by quitclaim deed to the NMDOT.

**Section 2.** County Staff is hereby directed to prepare all documents necessary to effect the conveyance, and the Council Chair is hereby authorized to execute all documents necessary to effect the conveyance on behalf of County.

**Section 3.** This Ordinance shall be effective thirty (30) days after publication of notice of its adoption. Publication shall be made by general summary.

**ADOPTED** this the 9<sup>th</sup> day of November 2021.

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

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**Randall T. Ryti,  
Council Chair**

**ATTEST:**

---

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

## EXHIBIT "A"

THE INCORPORATED COUNTY OF LOS ALAMOS HAS AGREED TO CONVEY APPROXIMATELY 2,398 SQUARE FEET OF COUNTY LAND TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, AS FOLLOWS:

### Parcel 2-QCD-1

A parcel of land within the NE ¼ of Section 16, T. 19 N. 6 E., N.M.P.M., owned by Los Alamos County being the same as described in warranty deed filed November 1, 2002, in the office of Los Alamos County Clerk in Book 107, Page 901 within lot 6, Eastern Area No. 3, Los Alamos, Los Alamos County, New Mexico, more particularly described as:

Beginning at the point for control monument No. LAC-7, Pajarito School Monument within the Los Alamos County Control Map,

Thence S. 0°37'12" E. a distance of 8168.70 feet to a point on the existing (2021) southerly Right of Way line of Trinity Drive (NM 502) and true point of beginning, said point being the northeast corner of the tract herein described, on Construction C/L station P.O.T. 1 +63.83 offset 30.44 feet right and Survey C/L 1 +64.32 offset 30.19 feet right of Trinity Drive (NM 502);

Thence N. 83°29'40" E. a distance of 73.61 ft. along said existing Right of Way line;

Thence S. 6°42'16" E. leaving said existing Right of Way line a distance of 16.97 feet;

Thence N. 83°32'02" W. a distance of 75.60 feet;  
to the point of beginning.

Parcel contains 0.0143 acres or 625 square feet +/-.

### Parcel 2-QCD-2

A parcel of land within the NE¼ of Section 16, T. 19 N. R. 6 E., N.M.P.M., owned by Los Alamos County being the same as described in warranty deed filed March 3, 2003, in the office of Los Alamos County Clerk in Book 111, Page 964 within lot 7, Eastern Area No. 3, Los Alamos, Los Alamos County, New Mexico, more particularly described as:

Beginning at the point for control monument No. LAC-7, Pajarito School Monument within the Los Alamos County Control Map,

Thence S. 0°37'12" E. a distance of 8168.70 ft. to a point on the existing (2021) southerly Right of Way line of Trinity Drive (NM 502);

Thence N. 83°29'40" E. along said existing R/W line a distance of 73.61 feet to a point and true point of beginning, said point being the northeast corner of the tract herein described on Construction C/L station 2+37.44 offset 30.32 feet right and Survey C/L station 2+37.41 offset 30.00 feet right of Trinity Drive (NM 502);

Thence N. 83°29'40" E. a distance of 125.64 feet along said existing Right of Way line;

Thence S. 18°36'13" W. leaving said existing Right of Way line a distance of 18.90 feet;

Thence S. 83°34'00" W. a distance of 117.56 feet;

Thence N. 06°42'16" W. a distance of 16.97 feet;  
to the point of beginning.

Parcel contains 0.0476 acres or 2,073 square feet +/-.

Incorporated County of Los Alamos Ordinance No. 696



RIGHT OF WAY MAP  
NM 502 & 35th STREET  
REALIGNMENT PROJECT  
LENGTH OF PROJECT 0.038 MILES  
LENGTH OF RIGHT-OF-WAY 0.077 MILES

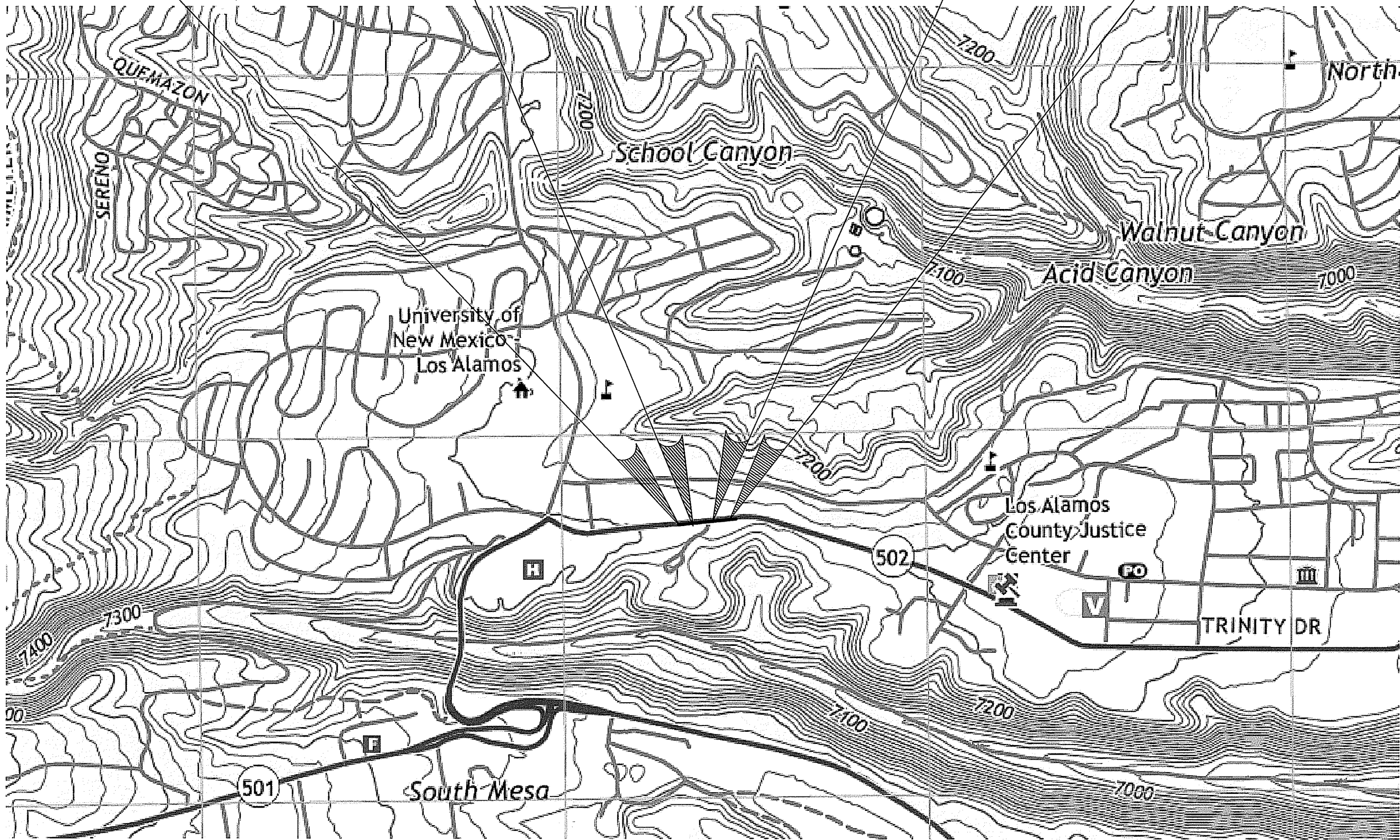
INDEX OF SHEETS	
No.	DESCRIPTION
1	TITLE SHEET
1A	PARCEL BLOCK SHEET
2	B.O.P. STA. 00+00.00 to E.O.P. STA. 4+05.45

TRINITY DRIVE "NMSR 502"  
SURVEY CENTERLINE  
N.M. PROJECT TRINITY DRIVE  
BEGINNING OF PROJECT  
STATION 1+64.32

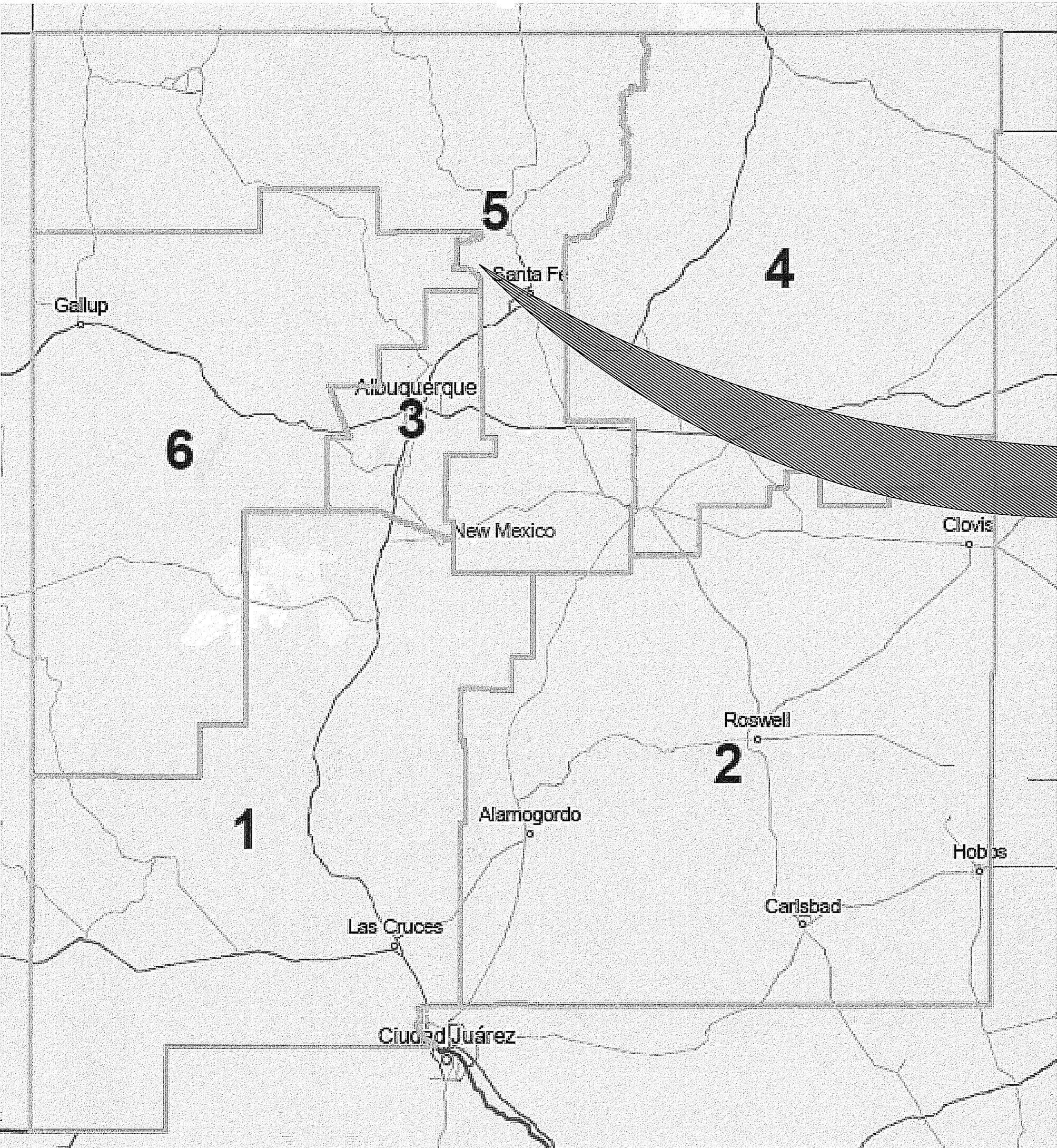
TRINITY DRIVE "NMSR 502"  
SURVEY CENTERLINE  
N.M. PROJECT TRINITY DRIVE  
BEGINNING OF RIGHT OF WAY  
STATION 0+00.00

TRINITY DRIVE "NMSR 502"  
SURVEY CENTERLINE  
N.M. PROJECT TRINITY DRIVE  
END OF PROJECT  
STATION 3+63.05

TRINITY DRIVE "NMSR 502"  
SURVEY CENTERLINE  
N.M. PROJECT TRINITY DRIVE  
STATION 4+05.45



LOCATION MAP  
NOT TO SCALE



VICINITY MAP  
NOT TO SCALE

COUNTY OF LOS ALAMOS  
TRINITY DRIVE N.M.S.R. 502

APPROVED FOR ACQUISITION

EFFECTIVE June 12, 2021

*Robert R. Smith Jr.*

LANDS ENGINEERING MANAGER  
FOR SECRETARY OF DEPARTMENT  
OF TRANSPORTATION

FINAL MAP

DATE: July 12, 2021

4			
3			
2			
1			
NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTICES)			



NEW MEXICO DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY MAP**  
NEW MEXICO PROJECT NO.  
**NM 502 & 35th STREET  
REALIGNMENT PROJECT**  
LOS ALAMOS COUNTY

SHEET 1 OF 2



# PARCEL BLOCK SHEET

## RIGHT-OF-WAY ACQUISITION

[illegible]

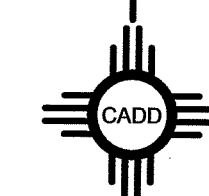
NOTE:  
LARGER PARCEL AREAS WERE OBTAINED FROM COUNTY  
RECORDS (SEE SHEET 2 FOR PLAT/DEED RECORDING  
INFORMATION) AND LOS ALAMOS COUNTY SURVEY  
DATA.

4			
3			
2			
1			
NO.	DESCRIPTION	DATE	BY

REVISIONS (OR CHANGE NOTICES)

## FINAL MAP

DATE: JULY 12, 2021



NEW MEXICO DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY MAP**

NEW MEXICO PROJECT NO.

**NM 502 & 35th STREET**

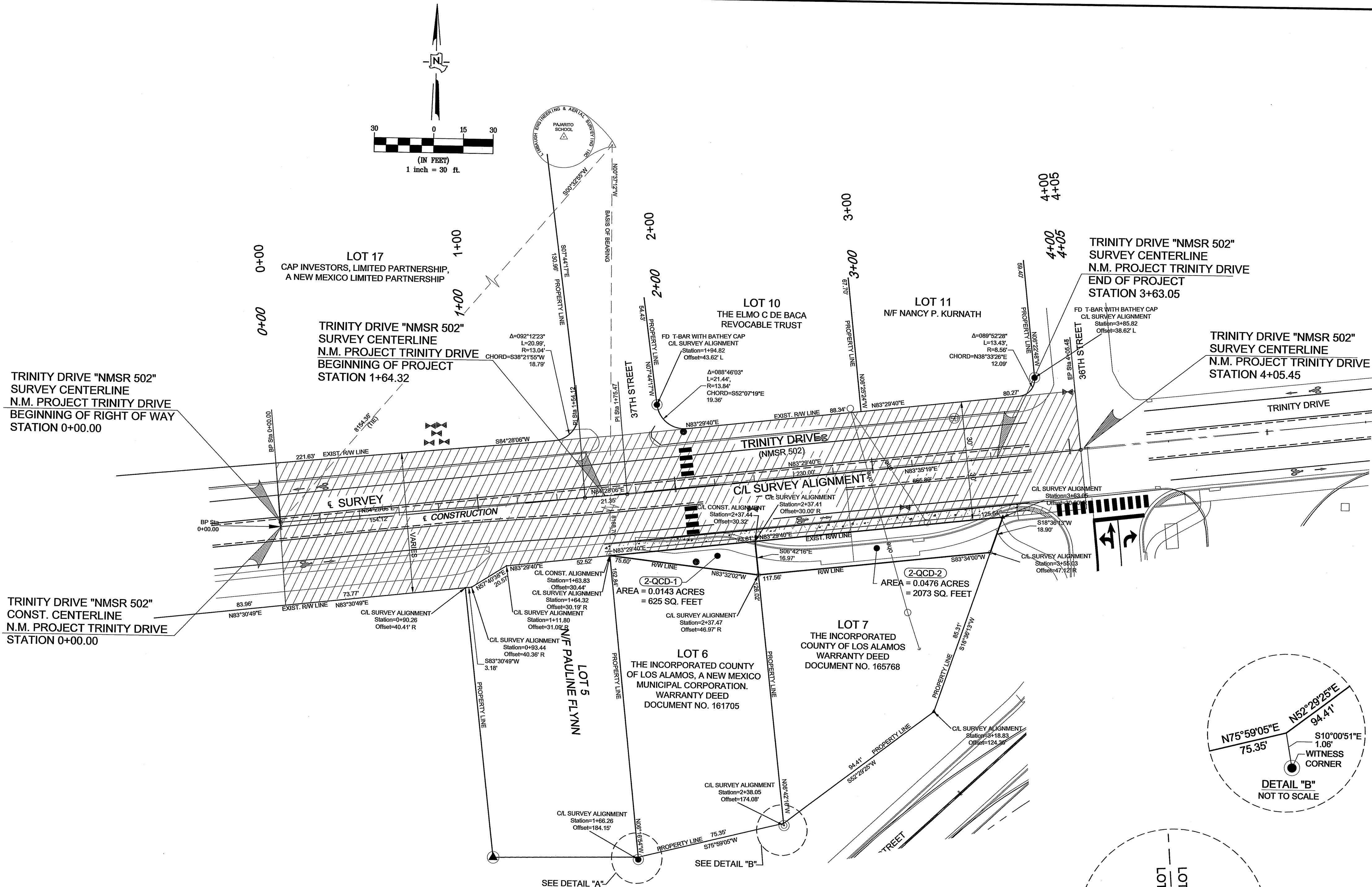
**REALIGNMENT PROJECT**

LOS ALAMOS COUNTY

SHEET 1A OF 2

# SURVEY NOTES

- Bearings are New Mexico Coordinate System grid basis, NAD 83 datum, Transverse Mercator Projection, West Zone, New Mexico and tied to monuments as shown on NMHS&TD Control Survey Map "LOS ALAMOS CONTROL".
- All distances shown are horizontal ground distances.
- Local Project ground coordinates are State Plane Coordinates (US SURVEY FOOT) scaled to ground. Combined Project Ground to Grid factor: 0.99955414587 Basis of Bearings is from northeast corner of lot 6 to Station LAC-7 (Pajarito School) N00°37'12"W 8168.70 feet.  
STATION LAC-7 LATITUDE: 35°54'18.69916" N  
LONGITUDE: 106°18' 55.18836" W  
GEOID SEPARATION (US FT): -62.50  
ELLIPSOID HEIGHT (US FT): 7375.52  
LOCAL PROJECT GROUND COORDINATE: X=1621793.149 Y=1785557.756
- Corner monuments "SET" or "RESET" by this survey are capped #5 rebar, 2' feet in length, stamped NMSHTD "PLS 18375", or as described hereon.
- Bearings and distances labeled in "(parenthesis)" are from record documents listed hereon and are shown where such information differs from data compiled by this survey.
- Distances shown opposite stationing are at right angles or radial to survey centerline.
- Basis of stationing for survey centerline based on information taken from plat of survey titled "Eastern Area No. 3" Los Alamos County NM recorded in the office the county clerk in book 1, page, 74.
- Basis of stationing for Construction CL based on design drawing provided by Santa Fe Engineering Consultants LLC.
- Monuments and points found were used to establish existing right of way line.



## Legend

- (N 90°00'00" E) Record Bearings and Distances Shown in Parenthesis
- N 90°00'00" E Measured Bearings and Distances
- No. 5 Rebar w/Yellow Plastic Cap "PS 18375" Set This Survey
  - △ = Control monument as noted
  - ⊗ = T-Rail Found as noted
  - = Point Found as noted
  - = Calculated point (Not Set)
  - = Brass Cap Found as Noted

Existing Right-of-Way secured by plat entitled Eastern Area No. 3

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

REVISIONS (OR CHANGE NOTICES)

FOR OWNERS NAME AND AREAS FOR PARCEL NUMBERS SHOWN SEE SHEET 1A OF 2.

SECTION 16  
TOWNSHIP 19 NORTH,  
RANGE 6 EAST N.M.P.M.



## SURVEYORS CERTIFICATE

I CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND THAT THESE RAW MAPS ARE AN INTERIM PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION ON SEPTEMBER, 2020. CONFORMANCE WITH THE STATE OF NEW MEXICO'S MINIMUM STANDARDS FOR RIGHT OF WAY SURVEYING WILL OCCUR FOLLOWING ACTUAL ACQUISITION OF RIGHT OF WAY REQUIRED BY PROJECT NM 502 & 35TH STREET REALIGNMENT.

JASON A. ROMERO, N.M.P.L.S. NO. 18375  
County of Los Alamos-Public Works Dept., Engineering, Div.  
1000 Central Ave., Suite 160  
Los Alamos, New Mexico 87544  
Ph. (505)662-8150

07/07/2021  
DATE

FINAL MAP

DATE: July 12, 2021

NEW MEXICO DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

NEW MEXICO PROJECT NO.  
**NM 502 & 35th STREET**  
**REALIGNMENT PROJECT**

LOS ALAMOS COUNTY

SCALE 1"=30'

SHEET 2 OF 2



# County of Los Alamos

## Staff Report

November 09, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** B.

**Index (Council Goals):**

**Presenters:** Eric Martinez, County Manager

**Legislative File:** RE0485-21

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### Title

Incorporated County of Los Alamos Resolution No. 21-29, a Resolution of Support for Los Alamos County Ordinance No. 713 Providing for the Transfer of Approximately 2,698 Square Feet of Certain Public Land Along Trinity Drive (NM 502) Owned by the Incorporated County Los Alamos to the New Mexico Department of Transportation for Public Road Improvements

### Recommended Action

**I move that Council adopt Incorporated County of Los Alamos Resolution No. 21-29, a resolution of support for Los Alamos County Ordinance No. 713 providing for the transfer approximately 2,698 square feet of certain public land along Trinity Drive (NM 502) owned by the Incorporated County Los Alamos to the New Mexico Department of Transportation for Public Road Improvements.**

### ..County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Resolution No. 21-29.

### Body

The Resolution provides for the transfer of County owned parcels 2-QCD-1 and 2-QCD-2, totaling approximately 2,698 square feet of public land along Trinity Drive (NM 502) to the New Mexico Department of Transportation for public road improvements. County Code section 14-31(2) indicates that a transfer of land to any other federal, state or local governmental agency can only occur after the Council determines by resolution that the transfer is in the best interest of the public. Adoption of this resolution satisfies this requirement.

On November 14, 2017, Council approved Ordinance No.673, authorizing the sale of County-owned real property within Site A-13-2 and A-12 to LAH Investors, LLC. On January 8, 2018, a Purchase, Sale and Development Agreement was executed between the County and LAH Investors, LLC. for the development of housing and supporting infrastructure. The agreement requires the County to design off-site road, utility, and public access improvements while construction of these improvements will be performed by the land developer.

As Trinity Drive or NM 502 is a state highway, the study and design of the proposed improvements required coordination with NMDOT along with an access permit application. Study and design development is complete which includes realignment of 35th Street further west and installation of a new bus bay for transit bus service, all of which will enhance public safety for all travel modes. The new bus bay and adjacent curb, gutter and sidewalk extended

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beyond the current NM 502 right-of-way into two County owned parcels. NMDOT issued an access permit to the County for the improvements, but as a condition of approval required dedication of these land segments so that the new public road infrastructure will be incorporated and part of NM 502 right-of-way. The land transfer will satisfy NMDOT's condition and allow the land development team to proceed with off-site work, scheduled to begin in Spring 2022.

**Alternatives**

The Council could choose to not approve this resolution or could modify the resolution.

**Fiscal and Staff Impact/Planned Item**

The resolution involves minimal staff and fiscal impact. If the resolution is adopted, then the property would be conveyed to the New Mexico Department of Transportation.

**Attachments**

A - Publication Notice

B - Incorporated County of Los Alamos Resolution No. 21-29



**NOTICE OF RESOLUTION NO. 21-29**  
**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. 21-29. This will be considered by the County Council at a virtual meeting on Tuesday, November 9, 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:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/85396454950>

Or One tap mobile:

US: +17207072699, 85396454950# or +12532158782, 85396454950#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 720 707 2699 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 853 9645 4950

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. 21-29**  
**A RESOLUTION OF SUPPORT FOR LOS ALAMOS COUNTY ORDINANCE NO. 713 TO TRANSFER APPROXIMATELY 2,698 SQUARE FEET OF CERTAIN PUBLIC LAND ALONG TRINITY DRIVE (NM 502) OWNED BY THE INCORPORATED COUNTY LOS ALAMOS TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR PUBLIC ROAD IMPROVEMENTS**

Council of the Incorporated County of Los Alamos

By: /s/ Randall Ryti, Council Chair

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

LA DAILY POST,

Publication Date: Thursday, October 28, 2021

Type of Publication: Notice of Public Hearing of Resolution No. 21-29

**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 21-29**

**A RESOLUTION OF SUPPORT FOR LOS ALAMOS COUNTY ORDINANCE NO. 713 TO TRANSFER APPROXIMATELY 2,698 SQUARE FEET OF CERTAIN PUBLIC LAND ALONG TRINITY DRIVE (NM 502) OWNED BY THE INCORPORATED COUNTY LOS ALAMOS TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR PUBLIC ROAD IMPROVEMENTS**

**WHEREAS**, the Incorporated County of Los Alamos ("County") is an incorporated county of the State of New Mexico as provided in Section 5 of Article 10 of the New Mexico Constitution; and

**WHEREAS**, County, pursuant to Article 10, Section 5 of the State Constitution, is also granted all powers of municipalities; and

**WHEREAS**, County is the owner of certain public property within its jurisdictional borders; and

**WHEREAS**, County's Charter Section 203.1 and the County Code of Ordinances ("Code") Chapter 14, Section 31 grants the Council of the Incorporated County of Los Alamos ("County Council") authority to sell, transfer, or grant certain public property to other governmental bodies of the State and federal government that is in the best interest of the public; and

**WHEREAS**, on November 14, 2017, Council approved Ordinance No.673, authorizing the sale of County-owned real property within Site A-13-2 and A-12 to LAH Investors, LLC. for development of the site for housing; and

**WHEREAS**, on January 8, 2018, a Purchase, Sale and Development Agreement was executed between the County and LAH Investors, LLC. where the County agreed to undertake certain off-site road, utility and public access improvements to support the development of housing; and

**WHEREAS**, Trinity Drive is also State Road NM 502 to which the New Mexico Department of Transportation ("NMDOT") has jurisdiction and control over including regulation of access points to the road as well as control of the public Rights-of-Way along NM 502/Trinity Drive; and

**WHEREAS**, the County has completed the study and design of off-site road, utility and public access improvements and acquired an access permit from NMDOT with a condition requiring dedication of county land segments to incorporate the new public improvements within NM 502 Right-of-Way; and

**WHEREAS**, it has been determined that these off-site improvements will support the proposed housing development and will enhance driver and public safety on this portion of the roadway; and

**WHEREAS**, the transfer of County land and dedication of public Right-of-Way to NMDOT is necessary to satisfy the conditions of the access permit and allow the development of the off-site improvements to proceed.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Incorporated County of Los Alamos that:

**Section 1.** The Council of the Incorporated County of Los Alamos finds that the transfer of the public lands as legally described in County Ordinance No. 713 is in the best interest of the public.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of November 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**



# County of Los Alamos

## Staff Report

November 09, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** C.

**Index (Council Goals):** \* 2021 Council Goal - Investing in Infrastructure; DPU FY2021 - 1.0 Provide Safe and Reliable Utility Services; DPU FY2021 - 2.0 Achieve and Maintain Excellence in Financial Performance

**Presenters:** Philo Shelton

**Legislative File:** OR0917-21b

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### Title

Incorporated County of Los Alamos Ordinance No. 712, An Ordinance Authorizing the Incorporated County of Los Alamos (County) to Amend Ordinance No's. 687 and 689 for the Purpose of Increasing the Principal Amount of the New Mexico Environment Department (NMED) Clean Water State Revolving Fund (CWSRF) Loan Number CWSRF 083 up to a Maximum Loan Amount of Thirty Million Dollars (\$30,000,000.00)

### Recommended Action

**I move that Council adopt Incorporated County of Los Alamos, New Mexico Ordinance No. 712, An Ordinance authorizing the Utilities Manager to submit a request and necessary documents to the New Mexico Environment Department to increase the loan amount as authorized in County Ordinances 687 and 689, up to a maximum loan amount of Thirty Million Dollars (\$30,000,000.00) for the NMED Project CWSRF 083 under the same terms and conditions set forth for the original loan, and forward to the County Council for Approval.**

### ..County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated Los Alamos Ordinance No. 712.

### ..Board Recommendation

This Ordinance was introduced at the October 26th Council Work Session. Department of Public Utilities (DPU) Staff presented this Ordinance to the Board of Public Utilities (BPU) at their regular meeting of October 20th. After careful consideration of the information presented and discussion, the Board voted 5-0 in favor, and recommends that Council approve the motion as presented.

### Body

The Clean Water State Revolving Loan #CWSRF 083 was executed on April 12, 2019, to fund the design and construction of the project. The design contract was executed on July 31, 2019, in the amount of \$2,199,144 (including NMGR). The remaining funds in the loan for construction is \$14,800,856 (which is the current approved budget for the project.) Upon completion of design in May 2021, the engineer's construction estimate for the project was \$16,173,717 (including NMGR) which when combined with the design costs was \$1,384,387 over the \$17,000,000 loan. Prior to issuing the bid, staff's plan to fund the shortfall between the established budget and Engineer's Estimate was to seek \$1.3 Million in County ARPA Funds that County Council

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tentatively approved DPU to request and fund the remaining balance with reserves.

This year, DPU is experiencing significant cost overruns on other utility projects due to the COVID-19 pandemic. Impacts causing material shortages and supply chain delays have led to significant cost increases. DPU received two bids on October 11, 2021, for Bid No. IFB 22-27 for the purpose of the White Rock Water Resource Reclamation Facility (WRRF) Construction Project. While the bid results are still under review, both bids well exceeded the engineer's estimate and budget authority for the project. Next, DPU approached the NMED Construction Programs Bureau, who administers the CWSRF loan, about other funding opportunities and the possibility to increase the existing loan amount. NMED has also experienced large bid increases with other New Mexico cities and counties and per staff's request, NMED prepared the attached ordinance to increase the loan amount to a maximum of \$30 million while maintaining the original interest rate at 2.38%. \$30 million is a worst-case scenario for the purpose of establishing adequate budget authority by ordinance and avoids delays by having to revise the ordinance again in the future. The final loan amount will be established by the final actual costs for both design and construction.

DPU realizes that this is a huge cost increase and staff prepared a financial narrative in Attachment B and made a detailed presentation to the BPU to review what has occurred to date with the project and the need for additional budget authority. After careful review and consideration, the BPU unanimously approved the requested increase of the loan to \$30 Million.

Should the ordinance receive approval at the November 9th public hearing, the amended loan documents will then be finalized, and closing will be scheduled 30-days later. Next, the bid committee will make a recommendation for an award of the bids received to the BPU at the November 17th meeting for their consideration and recommendation. Finally, the recommended bid will be forwarded to County Council for their consideration at the December 7th regular meeting.

#### **Alternatives**

If the ordinance is not approved, the project will be delayed. The existing project funding and including existing wastewater fund reserves are not sufficient to build a replacement wastewater treatment facility.

#### **Fiscal and Staff Impact**

There are \$14,800,856 budget in this fiscal year. The project intent is to finance the entire cost to design and construct the project. If progress is not made to bring the wastewater plant into compliance with the EPA discharge permit limits, there is a potential to incur fines from EPA. Given this is a plant replacement, there are no additional staff impacts. The attached budget forecast shows that there will need to be a 2% per year rate increase over the next four years to cover the increased payment for principal and interest associated with a \$30 Million loan as presented in Attachment C.

#### **Attachments**

- A - Incorporated County of Los Alamos Ordinance No. 712
- B - Financial Narrative, October 2021
- C - Budget Forecast
- D - Publication Notice of Ordinance No. 712

**INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 712**

**AN ORDINANCE AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS (COUNTY) TO AMEND ORDINANCE NOS. 687 AND 689 FOR THE PURPOSE OF INCREASING THE PRINCIPAL AMOUNT OF THE NEW MEXICO ENVIRONMENT DEPARTMENT (NMED) CLEAN WATER STATE REVOLVING FUND (CWSRF) LOAN NUMBER CWSRF 083**

**WHEREAS**, on September 25, 2018, the County Council of the Incorporated County of Los Alamos ("County Council" and "County", respectively) introduced County Ordinance Nos. 687 and 689 ("Ordinances"), Ordinances Authorizing the Incorporated County of Los Alamos to Enter Into a Loan Agreement and Promissory Note With the New Mexico Environment Department ("NMED") for the Purpose of Obtaining Loan Funds for the Construction of a New Wastewater Treatment Facility, Declaring the Necessity for the Loan, Restricting the Use of the Loan Funds Solely for the Project, and Pledging Loan Will be Payable from the Revenues of the Wastewater System; and

**WHEREAS**, County Council on October 30, 2018, held a public hearing on the proposed Ordinance 687, and following the public hearing, adopted the Ordinance as proposed; and

**WHEREAS**, following the adoption of Ordinance No. 687, NMED requested certain minor amendments. Thereafter, County Council on February 19, 2019, held a public hearing on the proposed Ordinance No. 689, and following the public hearing, adopted the Ordinance as proposed; and

**WHEREAS**, pursuant to Ordinance Nos. 687 and 689, County was authorized by the Governing Body to enter into a loan agreement with NMED for the purpose of constructing a new wastewater treatment facility in an amount not to exceed Seventeen Million Dollars plus accrued interest (\$17,000,000.00); and

**WHEREAS**, since the approval of the Ordinances, County has issued an Invitation for Bids ("IFB") for construction of the White Rock Wastewater Treatment Plant ("WR WWTP") and bids are due on October 11, 2021; and

**WHEREAS**, in preparation of the IFB with County's contracted design firm and discussions with NMED, due to materials, labor, and other supply chain issues due to the current COVID pandemic, it is estimated that the total costs for construction of the WR WWTP may be as high as Thirty Million Dollars (\$30,000,000.00) plus accrued interest; and

**WHEREAS**, in discussion with NMED regarding the total potential costs for the plant, NMED has requested that County submit an ordinance requesting an increase of the original loan amounts; and

**WHEREAS**, this Ordinance does not guarantee the increase, but is required as the first step to initiate a loan amendment with NMED.

**NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS, LOS ALAMOS COUNTY, NEW MEXICO, that:**

**Section 1.** The County's Utility Manager is hereby authorized to submit a request with the necessary documents to the New Mexico Environment Department for the purpose of increasing the loan amount as authorized in County Ordinance Nos. 687 and 689, to an amount up to a maximum loan principal amount and not to exceed Thirty Million Dollars (\$30,000,000.00) for the NMED Project CWSRF 083 under the same terms and conditions set forth for the original loan.

**Section 2.** This Ordinance includes the grant of authority to the County's Utility Manager, in consultation with the County's Chief Finance Officer, to determine the actual amount of the requested increase for an amount up to and not exceeding THIRTY MILLION DOLLARS AND NO CENTS (\$30,000,000.00) plus accrued interest for the NMED Project CWSRF 083 under the same terms and conditions set forth for the original loan.

**Section 3.** The County's Utility Manager shall via separate action, as required by NMED, bring back to Council the final amended loan documents for Council approval.

**Section 4. Effective Date.** This Ordinance shall become effective thirty (30) days after notice is published following its adoption.

**Section 5. 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 6. 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 9<sup>th</sup> day of November 2021.

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

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**Randall T. Rytí,**  
**Council Chair**

**ATTEST: (Seal)**

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

## History

Old Bayo Canyon WWTP – Built in 1964 & 1966 & 1976 Convert from Imhoff Tank to Trickling Filter

White Rock WWTP – Built in 1965 & 1975

In 2000, when both wwtp's were 35 years +/- old, EPA & NMED started to promulgate more stringent effluent discharge permit limits which neither wwtp could meet

Old Bayo WWTP area already experienced increased nitrogen levels in the groundwater around the plant site

WR WWTP discharged onto tribal land and flowed directly into the Rio Grande with the same water quality as the Old Bayo WWTP

Both wwtp's discharged Class 1B effluent that severely limited expansion of the NP system

NMED started discussions with DPU regarding wwtp improvements to meet more stringent permit limits and to allow for expansion of the NP system

DPU determined that the Wastewater Fund, and DPU rate paying customers, could not adequately fund the replacement of both wwtp's at the same time. Because of the existing ground water situation at the Old Bayo WWTP, and because the feasibility of NP system expansion was greater with effluent from the Old Bayo WWTP, and because the WR WWTP was in better condition than the Old Bayo WWTP, it was decided that the Old Bayo WWTP would be replaced first and the replacement of the WR WWTP would be delayed for 10 years.

### Old Bayo WWTP Replacement – Now the New LA WWTP

Facilities Plan – 2001 – Selected an Oxidation Ditch wwtp technology – cost estimate = \$9,620,000 (2001 dollars)

New LA WWTP (Replace Old Bayo WWTP) – Built in 2006/07 for \$14 million (2006 dollars)

Original bid came in “too high” @ \$12 million so bids were rejected, and project was re-designed to cut costs (NOTE: re-design cost = \$750,000)

Second bids came in @ \$14 million and reduced scope project was built for the higher cost

\$14 million (2006 dollars) times 3% per year escalating construction costs over 16 years = \$22.5 million (2022 dollars)

### WR WWTP Replacement – Planning & Design

In 2010 DPU determined that the Wastewater Fund could still not adequately fund the new WR WWTP and so the replacement of the WR WWTP was delayed for another 10 years

2010 Preliminary Engineering Report to extend the life of the WR WWTP an additional 10 years was completed. Estimated costs over this additional 10-year period = \$750,000 (2010 dollars)

Actual costs over this 10-year period = \$400,000 (2012 – 2016 dollars) (throw away costs)

WR WWTP began violating the discharge permit limits consistently in 2015



NMED added language to the latest permit renewal (Feb 2021) that newer more stringent limits would be imposed after the proposed new WR WTP replacement plant construction was completed

2016 Preliminary Engineering Report (Facilities Plan) – studied 5 different types of wwtp's and selected an oxidation ditch type plant as both the lowest construction cost and lowest operation & maintenance cost

2020 Design Analysis Report – Began the formal design process for the current proposed project

The first step in this formal process was a thorough and detailed value engineering effort starting with the recommended oxidation ditch technology recommended in the 2016 Report. It was reaffirmed that this technology, while not the most advanced on the market, met the current and future needs of the more stringent permit limits with the lowest construction and O&M costs.

It was also reaffirmed that the design capacity of the proposed new wwtp (0.50 MGD) was appropriate considering planned growth was relatively slow. Reducing the proposed wwtp capacity slightly – say to 0.40 MGD – would save virtually nothing on construction or O&M costs because the size of the basins and the O&M responsibilities for the equipment would be virtually identical.

Site planning does provide for the efficient expansion of the proposed wwtp to accommodate either increased growth of the White Rock community or the taking on of wastewater flows from LANL.

Following are value engineering items the design team identified to reduce scope and project cost:

- Removing the second oxidation ditch from the design, to be built in the future if additional capacity is required. We had to educate ourselves on how maintenance and repairs could be accomplished with/to the one ditch process if it had to be kept in operation (vs. being able to divert all flow and process to a second, redundant oxidation ditch)
- Pre-Selection of process equipment and negotiating cost agreements for the benefit of being the chosen equipment vendor/supplier to minimize equipment selection costs during the bid phase
- Selection of process equipment was in large part focused on value vs. simply choosing the most desired or advanced equipment – if it fulfilled the mission for that equipment
- Deleting demolition of the existing plant basins for future re-use as NP water storage basins
- Re-use of the existing Admin building and digester basins eliminating the construction of a new admin building and two digester concrete basins
- Including the demolition of internal equipment within the primary clarifier, trickling filter and secondary clarifier as bid alternates
- Eliminating the additional work to re-purpose the trickling filters and secondary clarifiers as NP water storage from the current project but allowing for this to occur in the future
- Solids handling loadout facility is designed to allow for enclosure in the future. Current design includes a roof but no walls
- Reduce the amount of asphalt in the base bid with bid alternates included to add the asphalt paving that would reduce future maintenance costs
- Odor control equipment was provided for but not included in the headworks facility
- Existing chemical feed building was reviewed as a possibility to be repurposed to the Hypochlorite Building. After review of using the building, it was determined a new building would be more cost effective and less complex.

- Reuse the existing effluent parshall flume concrete basin & trough and tying the treated effluent into the existing reuse pond piping with no new penetrations into the effluent storage pond
- Off-site drainage improvements were included as a bid alternate to allow the County to complete this work separately or with this project
- Improvements to existing on-site storage shed were completed by County such as roof and door repair/replacement
- The administration building layout was minimized (and much smaller) as compared to the LA WWTP. The layout was designed to fit within the existing administration building but the reduced size eliminated the need for a new administration building
- Old fine screen will be salvaged furnished to DPU for possible future use
- Choice of communication equipment and protocol between and from the PLCs and to the main control center was not the most advanced and expensive option (we chose Allen Bradley MicroLogix)
- Use of recycled materials where possible
- Using concrete basins in lieu of stainless-steel tanks in certain processes
- Removing stainless steel hardware in lieu of standard iron, or coated iron where it wasn't absolutely necessary
- Re-use of other existing plant facility buildings (old recirculation pump bldg., SO-2 building, etc.)
- Choosing the smaller footprint dewatering equipment to save critical (more costly) indoor floor space to allow for re-use of the existing Admin building
- Digester mix pumps were located outside of the solids holding area to save floor space
- Scaling down the solids loading bay to a simple covered port with no heating, etc.
- Removing the secondary sound attenuation wall around the generator
- Scaling down the size of the generator by shedding electrical loads to essential processes only in the event of an electrical outage
- Scaling back general demolition, decommissioning, and re-fitting of existing basins and processes for future projects and through optional bid alternatives
- Using standard plain designs for the new process buildings, plus housing multiple processes (i.e. UV disinfection and tertiary filters) in a single building
- Minimizing piping and electrical line runs by analyzing layout options – these optimal (shortest run) pipe and electrical run designs dictated the placement of facilities to minimize cost
- Removing primary utility feeds (gas, electric, water and communication fiber) scope from the bid project and perform these construction items directly through in house crews and the DPU on-call contract services (pre-negotiated prices, plus removing from the project's Contractor scope that would include overhead and profit)
- DPU pre-purchased, ordered/handled, and supplied (in-house) the new 750 KVA transformer for the new plant
- Generally minimizing site space for new construction, resulting in less site civil work (grading/drainage/surface improvements)

#### WR WWTP Replacement – Where We Were

Original project wwtp construction only cost plus NMGR = \$13.5 million (Jan 2020 dollars)

Early COVID Concerns revised the estimated construction only cost plus NMGR = \$14.5 million (June 2020 dollars)

Early Covid Total Project Estimated Loan Amount = \$17 million (May 2020 dollars)

\$17 million included other costs: admin, engineering, inspection, testing, etc.

#### WR WWTP Replacement – Where We are Today

Current Total Project Estimated Loan Amount = \$30 million (October 2021 dollars)

\$30 million includes all costs: admin, engineering, inspection, testing, and construction.

Total Estimated Loan Amount = \$30 million (October 2021 dollars), however, only drawn expenses from the project will be applied to loan principal, to be repaid.

#### WR WWTP Replacement – How We Got Here

Recent news reports have been describing the impact that COVID has had on supply chain issues. These supply chain issues have caused severe shortages of materials, supplies and equipment directly related to a wwtp construction project. These severe shortages have caused drastic price increase that range in the 5 to 10% per month – with sometimes week to week increases

The COVID has also severely and adversely impacted the construction labor market

Furthermore, severe weather events such as recent hurricanes and floods have impacted the manufacturing of pipe and pipe appurtenances – which are also a major portion of the WR WWTP project.

All these impacts, labor and material shortages and supply chain deficiencies, are causing significant shortages with consequential price increases.

Nobody is predicting when this current market volatility will end and prices will stabilize.

Experience indicates that, after conditions improve, prices may stabilize but will not come down significantly. Instead, years of inflation will eventually catch up to those “stabilized” prices with prices then again beginning to climb.

#### WR WWTP Replacement – Recommended Path Forward

The State of New Mexico is offering to adjust the WR WWTP Replacement Project loan amount up to a revised value of \$30 million (October 2021 dollars).

If the DPU and the County can process all documents necessary to approve and accept these State loan funds, and if these loan funds do become authorized for expenditure, both within the current time-compressed schedule, the new financing can be formally and officially authorized on 7 December 2021 per State financial advisors.

At the same 7 December 2021 meeting, the Council can award the current bid for construction of the WR WWTP Replacement Project, subject to loan closing on January 7<sup>th</sup>, which is 30 days after the ordinance adoption.

If the current bid on hand is not awarded by 7 December 2021, then the current bid price locked in by the bidding process will have expired. Regardless of this outcome, the bid evaluation committee first needs budget authority before recommending a bid to Board and Council (staff is exploring if the bid could be extended by 30 days).

If the bid expires the project will have to be re-bid. If the project is re-bid the costs will most likely go up again because typical State wage rate adjustments and annual construction cost increases are adjusted in January of each year.

One way to avoid these potential additional cost increases that may be incurred if the State loan funds were not fully authorize for expenditure until after the 7 December deadline, is for the County to provide a short term “bridge” loan to DPU until the State loan funds are fully authorized. It is anticipated that, if necessary, this “bridge” loan would be for only a matter of one month (staff is also exploring this option).

ARPA funding has also been discussed in the amount of \$1.3 million (October 2021 dollars) to go toward the cost of the WR WWTP Replacement Project – to offset some of the cost increases caused by the COVID. These funds, in whatever level they are ultimately approved, would reduce the final loan amount required from the State; also helping to keep rate pressure from DPU customers.

#### WR WWTP Replacement – Alternative Paths

Delay the award and re-bid the project.

Almost always, when this approach is taken, the next round of bids is higher than the original round of bids: both for the exact same project and for a project that was re-designed to minimize costs.

If the project is re-bid the costs will most likely go up because State wage rate adjustments and annual construction cost increases are adjusted in January of each year.

#### WR WWTP Replacement – Impact on Sewer Rates

In establishing stability in the Wastewater Fund while also preparing to finance the WR WWTP Replacement Project, the DPU and County Council agreed to a series of aggressive 8.0% sewer rate increases between FYFY15 and FY19.

Three years ago, when the DPU was recommending the current 3-year set of sewer rate increases, the DPU stated that these three years (FY20, FY21 & FY22) would contain the last of the aggressive rate increases needed to stabilize the Wastewater Fund and to provide for construction of the replacement WR WWTP.

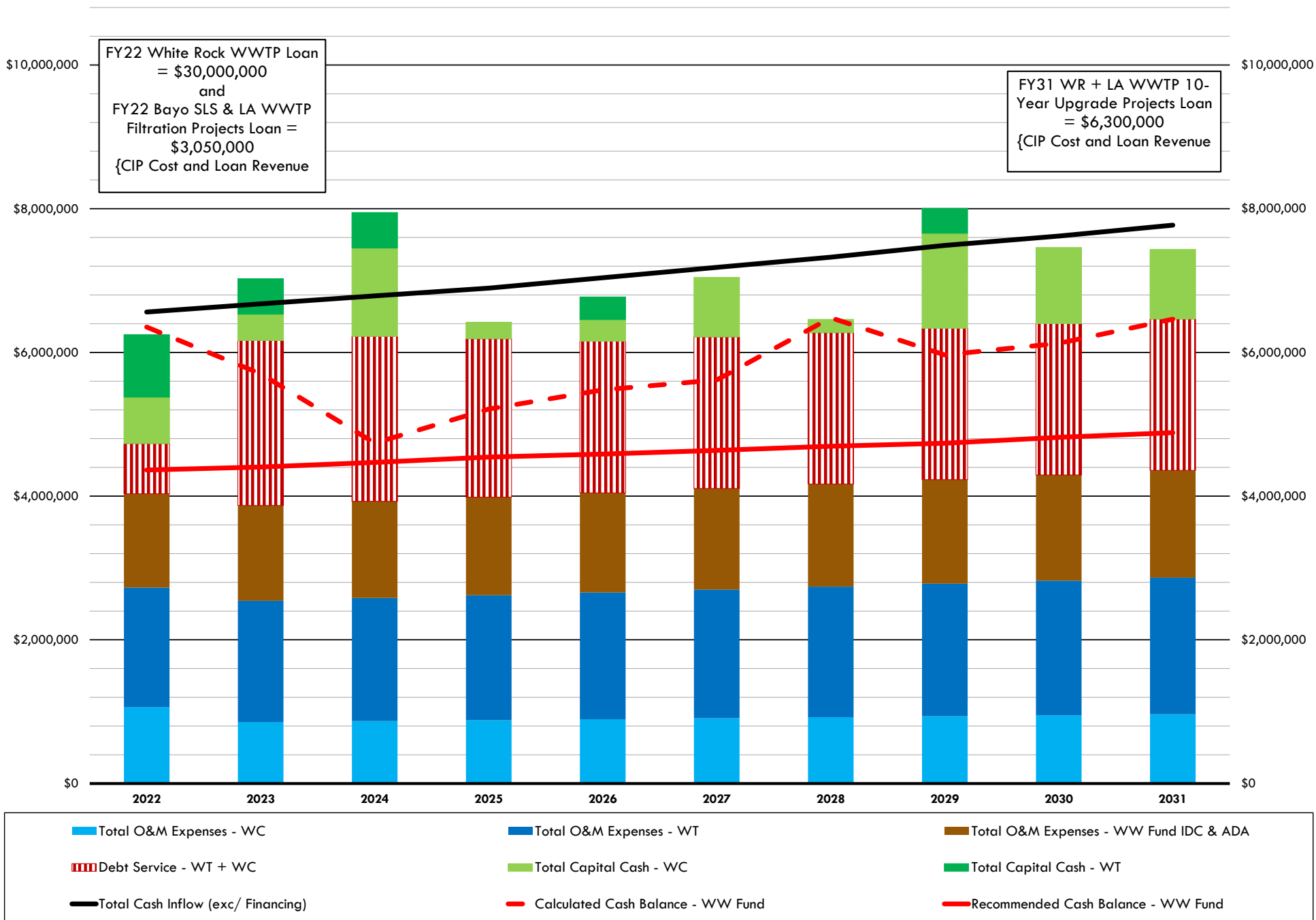
Those rates were: FY20 = 6.0%; FY21 = 3.0%; FY22 = 2.0%; FY23 thru FY26 0.0%; FY27 thru FY31 2.0%.

Basically, DPU projected that starting in FY22 sewer rates should only need to be increased in amounts equivalent to offset inflationary pressures. There were four years with no rate increase projected so that the cash balance in the Wastewater Fund did not grow too rapidly.

The current cost increases caused by the aforementioned circumstances change the sewer rate projection completed in FY20 by adding a 2.0% increase in FY23 thru FY26 – as opposed to the original estimate of keeping rates at no increase during those four years.

This is a surprisingly minimal impact to DPU customer sewer rates considering the significant cost increases occurring due to the current volatility of the equipment, supply, materials, and labor markets.

The construction loan has a rate of 2.38% and at completion of the project, DPU can seek to refinance the project should more favorable interest rates exist.



**NOTICE OF ORDINANCE NO. 712**

**STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS**

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Ordinance No. 712. This will be considered by the County Council at an open meeting on Tuesday, November 9, 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 ORDINANCE NO. 712**

**AN ORDINANCE AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS (COUNTY) TO AMEND ORDINANCE NOS. 687 AND 689 FOR THE PURPOSE OF INCREASING THE PRINCIPAL AMOUNT OF THE NEW MEXICO ENVIRONMENT DEPARTMENT (NMED) CLEAN WATER STATE REVOLVING FUND (CWSRF) LOAN NUMBER CWSRF 083**

Council of the Incorporated County of Los Alamos

By: /s/ Randall Rytí, Council Chair

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

Publication Date: **Thursday, October 28, 2021**

Type of Publication: **Notice of Public Hearing of Ordinance No. 712**



# County of Los Alamos

## Staff Report

November 09, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** A.

**Index (Council Goals):** \* 2021 Council Goal - N/A

**Presenters:** Dino Sgambellone, Police Chief

**Legislative File:** 14937-21

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### **Title**

Approval of Report to District Court on Los Alamos County Jail Conditions.

### **Recommended Action**

**I move that Council forward the attached letter regarding current jail conditions to District Court.**

### **County Manager's Recommendation**

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

### **Body**

According to NMSA 33-3-4, inspection of jails by appropriate governing body; report to district court, "the governing bodies of the several counties or municipalities of this state shall be the inspectors of the jails in their respective counties and shall visit them at least twice a year and shall carefully examine the condition of each cell as to cleanliness and discipline, and the sheriff, jail administrator or independent contractor shall lay before them a list of the names, ages and the cause of imprisonment of each person, and it shall be the duty of the governing body to report to the district court at each term of said court held in each county, and should it appear from the same that any of the provisions of law have been violated or broken."

### **Fiscal and Staff Impact/Planned Item**

The Detention Administrator and staff will continuously monitor jail conditions to assure all provisions set forth by law are upheld.

### **Attachments**

A - Jail Inspection on October 28, 2021

B - Jail Inspection Letter Approval of Report to District Court on Los Alamos County Jail Conditions.



# LOS ALAMOS COUNTY INSPECTION SHEET

INSPECTION LOCATION: Los Alamos County Detention Center

CONTACT PERSON: Detention Administrator Hilario Salinas Phone: 505-662-8279

INSPECTORS: Council Chair Randal Ryti, Councilor's Derkacs and Reagor

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INSPECTION DATE: 10-28-21 @ 10:30AM

Inspector's Notes:		Corrective Action Taken:
<b>1. OVERALL APPEARANCE-HOUSEKEEPING</b> Maintain all areas in a clean, order and sanitary condition.   Circle One (G)ood (N)eeds Improvement (F)ail	<b>RR: OVERALL APPEARANCE – HOUSEKEEPING -- Good</b>  <b>Facility is kept clean and stored materials are organized and labeled as appropriate.</b>  <b>DD: Good</b>  <b>All areas of the jail are clean and orderly.</b>  <b>DR Good</b>	
<b>2. AISLES, PASSAGEWAYS, FLOORS, CARPETS</b> Keep all aisles and passageways clear and in good repair, free of obstructions that could create a hazard.   Circle One (G)ood (N)eeds Improvement (F)ail	<b>RR: AISLES PASSAGEWAY, FLOORS, CARPETS – Good</b>  <b>Facility is kept accessible floors/paths kept free of obstructions. Exception is an electrical cord to power a heater in a cell.</b>  <b>DD: Good</b>  <b>Aisles and passageways were clear and free of obstructions</b>  <b>DR: Good</b>	<b>RR: Repair heater so that cord is not needed. Cored is removed when inmates move but is tripping hazard for staff.</b>

<p><b>3. LIGHTING</b> Provide adequate illumination for all means of access and walkways leading to all areas.</p> <p>Circle One (G)ood (N)eeds Improvement (F)ail</p>	<p><b>RR: LIGHTING – Good</b></p> <p><b>Facility is well lit and all lights appeared to be functional.</b></p> <p><b>DD: Good</b></p> <p><b>Lighting was adequate throughout the facility.</b></p> <p><b>DR: Good</b></p>	
<p><b>4. VENTILATION</b> Provide adequate ventilation to control potential exposures. Reduce the concentration of air contaminants to the degree that a hazard does not exist. Maintain adequate temperature control.</p> <p>Circle One (G)ood (N)eeds Improvement (F)ail</p>	<p><b>RR: VENTILATION –Good</b></p> <p><b>Space heater being used in one cell and noted in #2 works. Work order has been placed with Facilities. Still waiting for cover for vent in isolation cell.</b></p> <p><b>DD: Good</b></p> <p><b>Ventilation was adequate throughout the facility. Disinfectant spraying is done every two days. Temperature was comfortable.</b></p> <p><b>DR: Good</b></p>	<p><b>Corrective Action Taken:</b></p>
<p><b>5. EXPOSED FLOOR, ELECTRICAL AND TELEPHONE WIRES</b> Remove flexible cords which are used as substitutes for fixed wiring. Protect flexible cords passing through doorways or other pinch points from damage.</p> <p>Circle One (G)ood (N)eeds Improvement (F)ail</p>	<p><b>RR: EXPOSED FLOOR ELECTRICAL AND TELEPHONE WIRES – Good</b></p> <p><b>Only issue is the power cord for the space heater.</b></p> <p><b>DD: Needs Improvement</b></p> <p><b>A temporary electrical cord was in use in a hallway to supply a heater in a room where the regular heater was awaiting repair/replacement. Cord should be taped to the floor to prevent tripping.</b></p>	<p><b>DR: Loose Cord due to heater fail.</b></p>

	<b>DR: Needs Improvement</b>	
<b>6. DISPOSAL OF WASTE (TRASH)</b> Disposal of trash in such a manner that a fire or health menace is not created and as often as necessary to maintain a safe place.  Circle One (G)ood (N)eeds Improvement (F)ail	<b>RR: DISPOSAL OF WASTE (TRASH) – Good</b>  No issues with trash or waste were noted.  <b>DD: Good</b>  Facility was free of waste and receptacles were available in every room.  <b>DR: Good</b>	
<b>7. OFFICE FURNITURE</b> Replace, clean, or repair defective or soiled furniture.  Circle One (G)ood (N)eeds Improvement (F)ail	<b>RR: OFFICE Furniture – Good</b>  Furniture is in good repair.  <b>DD: Good</b>  Furniture was clean and in working order throughout the facility.  <b>DR: Good</b>	
<b>8. OUTSIDE YARD</b> Remove any items creating hazards  Circle One (G)ood (N)eeds Improvement (F)ail	<b>RR: Outside Yard – Good</b>  Exercise yard has no maintenance issues or hazards.  <b>DD: Good</b>  There is no outside yard, but the courtyard that has outdoor exposure was free of hazards.  <b>DR: Good</b>	<b>Corrective Action Taken:</b>
<b>9. GENERAL BUILDING CONDITION</b> Condition of building, report needed repairs.	<b>RR: GENERAL BUILDING CONDITION – Good</b>	

<p>Circle One (G)ood (N)eeds Improvement (F)ail</p>	<p><b>Facility built in 2009 is still in excellent repair. Some minor ceiling matters in isolation cell and hard water deposits in bathroom.</b></p> <p><b>DD: Good</b></p> <p><b>The general condition of the building is good. One heating unit is need of repair/replacement; work order in process.</b></p> <p><b>DR: Good</b></p>	
<p><b>10. PERSONAL CLEANLINESS OF THE PRISONERS</b></p> <p>Circle One (G)ood (N)eeds Improvement (F)ail</p>	<p><b>RR: PERSONAL CLEANINESS OF THE PRISIONERS – Good</b></p> <p><b>Both inmates were clean and are provided regular bathing/change of clothes</b></p> <p><b>DD: Good</b></p> <p><b>Two detainees in the jail appeared to be clean, well fed, and adequately cared for.</b></p> <p><b>DR: Good</b></p>	
<p><b>11. APPROPRIATE DISCIPLINE</b></p> <p>Do Detention rules or policies result in excessive correction, chastisement, punishment or penalty?</p> <p>Circle One (G)ood (N)eeds Improvement (F)ail</p>	<p><b>RR: APPROPRIATE DISCIPLINE—Good</b></p> <p><b>Rules are posted and signature required on booking. Rules are enforced in an incremental and fair manner.</b></p> <p><b>DD: Good</b></p> <p><b>Rules and policies, as presented, appear to be reasonable and effective.</b></p> <p><b>DR: Not able to judge is area</b></p>	<p><b>DR: None</b></p>

<p><b>12. KNOWLEDGE OF DETENTION STAFF ON POLICY AND PROCEDURES IN RESPONSE TO QUESTIONS ASKED.</b></p> <p>Did the Detention administrator lay before you a list of the names of each person imprisoned?</p> <p>Did the Detention Administrator answer all questions satisfactorily?</p> <p>Circle One (G)ood (N)eeds Improvement (F)ail</p>	<p><b>RR: KNOWLEDGE OF DETENTION STAFF ON POLICY AND PROCEDURES IN RESPONSE TO QUESTIONS ASKED – Good</b></p> <p><b>Administrator and staff answered all questions, clearly and without hesitation. Asked about detention center policy and inmates. Inspected all inmates.</b></p> <p><b>DD: Good</b></p> <p><b>Detention Administrator was very knowledgeable and answered all questions thoroughly. He did provide the names of the two detainees and allowed us to speak with them.</b></p> <p><b>DR: Good</b></p>	
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## OTHER COMMENTS:

**RR: Two inmates in facility. Visits allowed 3x per week. Unlimited legal consultations. COVID testing is arranged via contract and LAFD in some cases. Cell heating needs repair, facility notified but not replaced yet. Two of three heaters in garage are not working. Also a facilities request. Suicide vest in laundry stacked too high to ceiling, consider building a shelf for storage. Talked to both inmates: one had no issues or complaints. Second inmate appreciated opportunity to work and thought some areas were better than others. Main complaint was about quantity and quality of food. Overall evaluation is that is a clean well run detention center. Age of facility has some small parts of physical plant needing repairs – at the inspection the heaters needing replacement.**

**DD: Overall, the jail facility is clean and well maintained. The staff are knowledgeable and appear to be providing appropriate care of the detainees. Security procedures appear to be adequate.**

**DR: The jail is a very well run facility.**

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County Council

November 10, 2021

Honorable Mary L. Marlowe Sommer, Chief Judge  
First Judicial District  
P.O. Box 2268  
Santa Fe, NM 87504-2268

Re: Jail Inspection Report in Conformance with NMSA Section 33-3-4

Dear Judge Marlowe Sommer;

**COUNTY COUNCIL**

Randall T. Ryti  
Council Chair

James N. Robinson  
Council Vice-Chair

**COUNCILORS**

Denise Derkacs  
David Izraelvitz  
David Reagor  
Sara Scott

Sean Jameson Williams

**COUNTY MANAGER**

Steven Lynne

On October 28th, 2021, Los Alamos County Councilors Randall Ryti, and Denise Derkacs, and David Reagor met with Detention Administrator Hilario Salinas, and Chief Dino Sgambellone for an inspection of the Los Alamos County Detention Facility. They conducted a tour of the facility that included male and female housing areas, kitchen areas, showers, inmate booking area, exercise room, natural light recreation area, juvenile housing cells, and Master Control and support service areas.

In accordance with NMSA 33-3-4, the inspection addressed the cleanliness and discipline of the facility. The Councilors participating in the tour prepared a report to the Council as a whole, rating the facility on the following criteria: (1) overall appearance and housekeeping; (2) aisles, passageways and floors; (3) lighting; (4) ventilation; (5) exposed floor, electrical and telephone wires; (6) disposal of trash and waste; (7) office furnishings; (8) Outside yard; (9) General building condition; (10) personal cleanliness of the prisoners; (11) appropriate level of discipline and (12) knowledge of detention staff on policy and procedures in response to questions asked.

The Los Alamos County Detention Facility was found to be clean and orderly. Based on the inspection, the prisoners appear to be properly cared for and the detention facility staff is knowledgeable of operating policies and procedures. No violations of law were disclosed.

Sincerely,

A handwritten signature in dark ink, appearing to read "Randall T. Ryti", with a stylized flourish at the end.

Randall Ryti, Chair  
Los Alamos County Council

Enclosures

1000 Central Avenue, Suite 350  
Los Alamos, NM 87544  
P 505.663.1750 F 505.662.8079

losalamosnm.us



# County of Los Alamos

## Staff Report

November 09, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** B.

**Index (Council Goals):** \* 2021 Council Goal - Investing in Infrastructure

**Presenters:** Steven Lynne, County Manager

**Legislative File:** 14996-21

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### **Title**

ICIP/Capital Projects Planning Discussion

### **Body**

The purpose of this item is to provide additional detail regarding the County's Infrastructure and Capital Improvement Program (ICIP) and to provide an overview of the County's general Capital Improvements Project (CIP) planning process.

### **ICIP**

On September 7, 2021, Council approved the submission to the State of the ICIP (see Attachment E). After that discussion, some Councilors asked for additional information about the ICIP.

As noted in the previous ICIP agenda material, the County is required to prepare and submit an Infrastructure Capital Improvement Plan (ICIP) to the State if the County expects to have any State funding considered for any particular project. Therefore, the ICIP is inherently a State funding compliance document and substantively different than the County's Capital Improvement Projects (CIP) program. The ICIP includes a much wider variety of projects. It includes all funds, including all enterprise funds, not just governmental funds. It also includes many initial project concepts that might only possibly be pursued. Its primary focus is just potential State funding for only the following year.

Detail for each project is included in the full ICIP detail report included as Attachment F.

### **CIP**

One significant portion of the County's budget development cycle is the preparation of the CIP program. The purpose of this overview is provide Council and the public an opportunity to become more familiar with the major components involved in this process. At this point in time, these items are for illustrative purposes only. Staff expects that there will be multiple iterations of this conversation over the next few months leading up to the final proposed budget, and then formal consideration during the budget hearings.

The General Fund provides the majority of funding for the County's general debt service and the

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CIP program. The current version included here as Attachment A is from the FY 2022 budget hearings and corresponds to the FY 22 Adopted budget.

The Debt Profiles - Attachment B - illustrate the contrast between what our current general debt looks like and what a typical debt cycle might look like.

The CIP Fund is where we account for our CIP program. The current draft that is included as Attachment C is a very preliminary draft that is intended to demonstrate the work in progress. It is included only for purposes of illustration. During this discussion, staff will highlight the factors and variables that are in various stages of development and discuss some of the upcoming issues that will be considered at future discussions. For example, the projects and placeholders in this version include those previously approved projects (FY22 and prior), plus ongoing recurring replacement items (e.g. roads), plus other potential placeholders based upon Council priorities that will require much further refinement.

### **Attachments**

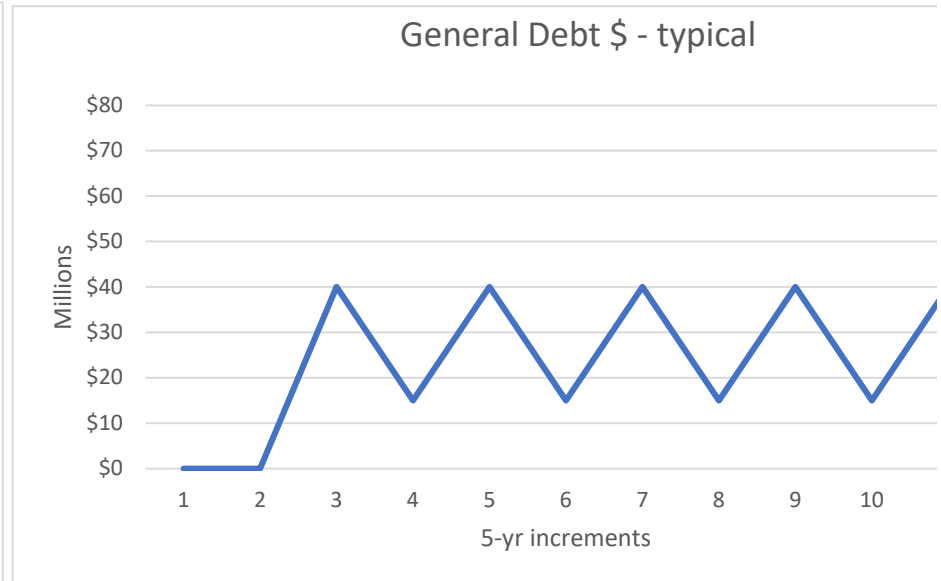
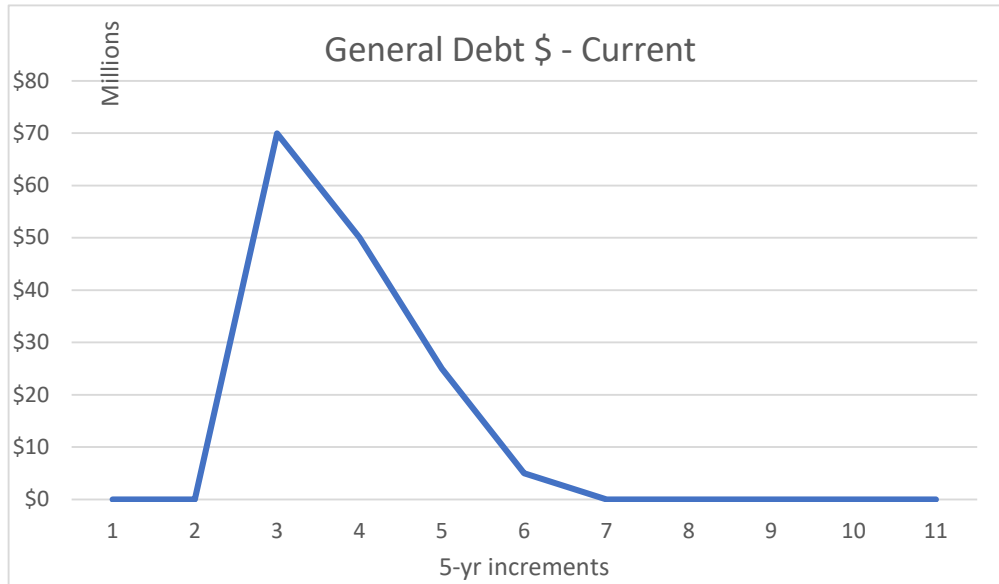
- A - General Fund - long range projection
- B - Debt Profiles
- C - CIP Fund - long range projection
- D - Debt Management Policy
- E - ICIP - Summary
- F - ICIP - Detailed report



## GENERAL FUND - LONG RANGE PROJECTION

## ATTACHMENT A

	FY2022 Adopted Budget	FY2023 Projected	FY2024 Projected	FY2025 Projected	FY2026 Projected	FY2027 Projected	FY2028 Projected	FY2029 Projected	FY2030 Projected
<b>Beginning Fund Balance</b>									
Nonspendable	\$ 1,586,799	1,739,299	1,739,299	1,739,299	1,739,299	1,739,299	1,739,299	1,739,299	1,739,299
Restricted for Cash Requirements	5,897,224	5,678,000	5,881,428	6,057,871	6,239,607	6,426,795	6,619,599	6,818,187	7,022,732
Other Restricted/Assigned	3,061,958	3,097,788	3,097,788	3,097,788	3,097,788	3,097,788	3,097,788	3,097,788	3,097,788
Unassigned	27,093,113	23,759,797	19,536,294	18,969,611	23,849,887	28,175,360	31,296,483	32,855,752	37,298,161
<b>Total beginning fund balance</b>	<b>37,639,094</b>	<b>34,274,884</b>	<b>30,254,809</b>	<b>29,864,568</b>	<b>34,926,580</b>	<b>39,439,241</b>	<b>42,753,168</b>	<b>44,511,025</b>	<b>49,157,979</b>
<b>Revenues</b>									
Gross Receipts Taxes	61,864,000	63,586,000	65,487,000	67,453,000	67,453,000	67,453,000	67,453,000	67,453,000	67,453,000
Property Taxes	8,291,268	8,540,006	8,796,206	9,060,092	9,331,895	9,611,852	9,900,208	10,197,214	10,503,130
Interdepartmental Charges	8,379,256	8,630,634	8,889,553	9,156,239	9,430,926	9,713,854	10,005,270	10,305,428	10,614,591
Investment Income	1,729,000	1,088,000	968,000	956,000	1,108,000	1,243,000	1,343,000	1,395,000	1,535,000
Grants	719,000	740,570	762,787	785,671	809,241	833,518	858,524	884,279	910,808
User Charges	1,948,142	1,998,142	2,048,142	2,098,142	2,148,142	2,198,142	2,248,142	2,298,142	2,348,142
Other	1,146,152	1,180,537	1,215,953	1,252,431	1,290,004	1,328,704	1,368,565	1,409,622	1,451,911
<b>Total Revenues</b>	<b>84,076,818</b>	<b>85,763,888</b>	<b>88,167,641</b>	<b>90,761,576</b>	<b>91,571,209</b>	<b>92,382,071</b>	<b>93,176,708</b>	<b>93,942,685</b>	<b>94,816,582</b>
<b>Transfers from other funds</b>	<b>3,372,266</b>	<b>3,473,000</b>	<b>3,577,000</b>	<b>3,684,000</b>	<b>3,795,000</b>	<b>3,909,000</b>	<b>4,026,000</b>	<b>4,147,000</b>	<b>4,271,000</b>
<b>Total sources of funds</b>	<b>\$ 125,088,178</b>	<b>123,511,772</b>	<b>121,999,449</b>	<b>124,310,144</b>	<b>130,292,789</b>	<b>135,730,312</b>	<b>139,955,877</b>	<b>142,600,711</b>	<b>148,245,561</b>
<b>Expenditures</b>									
County Council	\$ 436,988	450,098	463,601	477,509	491,834	506,589	521,787	537,440	553,563
County Assessor	454,534	468,170	482,215	496,682	511,582	526,929	542,737	559,019	575,790
County Clerk	794,537	818,373	842,924	868,212	894,258	921,086	948,719	977,180	1,006,496
County Sheriff	15,696	16,167	16,652	17,151	17,666	18,196	18,742	19,304	19,883
Municipal Court	595,860	613,736	632,148	651,112	670,646	690,765	711,488	732,833	754,818
Probate Court	5,932	6,110	6,293	6,482	6,677	6,877	7,083	7,296	7,514
County Manager	5,141,656	5,295,906	5,454,783	5,618,426	5,786,979	5,960,588	6,139,406	6,323,588	6,513,296
County Attorney	1,127,431	1,161,254	1,196,092	1,231,974	1,268,934	1,307,002	1,346,212	1,386,598	1,428,196
Administrative Services	9,978,346	10,277,696	10,586,027	10,903,608	11,230,716	11,567,638	11,914,667	12,272,107	12,640,270
Community Development	4,521,505	4,657,150	4,796,865	4,940,771	5,088,994	5,241,664	5,398,913	5,560,881	5,727,707
Community Services	13,249,891	13,935,788	14,353,861	14,784,477	15,228,012	15,684,852	16,155,397	16,640,059	17,139,261
Fire	7,252,747	7,470,329	7,694,439	7,925,272	8,163,031	8,407,922	8,660,159	8,919,964	9,187,563
Police	10,451,971	10,765,530	11,088,496	11,421,151	11,763,785	12,116,699	12,480,200	12,854,606	13,240,244
Public Works	14,107,598	14,640,826	15,080,051	15,532,452	15,998,426	16,478,379	16,972,730	17,481,912	18,006,369
<b>Total Expenditures</b>	<b>68,134,692</b>	<b>70,577,133</b>	<b>72,694,447</b>	<b>74,875,280</b>	<b>77,121,539</b>	<b>79,435,185</b>	<b>81,818,240</b>	<b>84,272,787</b>	<b>86,800,971</b>
<b>Transfers to other funds</b>	<b>22,678,602</b>	<b>22,679,831</b>	<b>19,440,434</b>	<b>14,508,284</b>	<b>13,732,009</b>	<b>13,541,959</b>	<b>13,626,611</b>	<b>9,169,944</b>	<b>9,261,934</b>
<b>Ending fund balance</b>									
Nonspendable	1,739,299	1,739,299	1,739,299	1,739,299	1,739,299	1,739,299	1,739,299	1,739,299	1,739,299
Restricted for Cash Requirements	5,678,000	5,881,428	6,057,871	6,239,607	6,426,795	6,619,599	6,818,187	7,022,732	7,233,414
Other Restricted/Assigned	3,097,788	3,097,788	3,097,788	3,097,788	3,097,788	3,097,788	3,097,788	3,097,788	3,097,788
Unassigned	23,759,797	19,536,294	18,969,611	23,849,887	28,175,360	31,296,483	32,855,752	37,298,161	40,112,156
<b>Ending fund balance</b>	<b>34,274,884</b>	<b>30,254,809</b>	<b>29,864,568</b>	<b>34,926,580</b>	<b>39,439,241</b>	<b>42,753,168</b>	<b>44,511,025</b>	<b>49,157,979</b>	<b>52,182,656</b>
<b>Total uses of funds</b>	<b>\$ 125,088,178</b>	<b>123,511,772</b>	<b>121,999,449</b>	<b>124,310,144</b>	<b>130,292,789</b>	<b>135,730,312</b>	<b>139,955,877</b>	<b>142,600,711</b>	<b>148,245,561</b>
<b>Operating Surplus / (Shortfall)</b>	<b>\$ (3,364,210)</b>	<b>(4,020,075)</b>	<b>(390,240)</b>	<b>5,062,012</b>	<b>4,512,661</b>	<b>3,313,927</b>	<b>1,757,857</b>	<b>4,646,954</b>	<b>3,024,677</b>
Unassigned as a % of Revenue	28.26%	22.78%	21.52%	26.28%	30.77%	33.88%	35.26%	39.70%	42.31%
Unassigned Target (20% of Rev)	16,815,364	17,152,778	17,633,528	18,152,315	18,314,242	18,476,414	18,635,342	18,788,537	18,963,316
\$ over (under) target	<b>6,944,434</b>	<b>2,383,516</b>	<b>1,336,083</b>	<b>5,697,571</b>	<b>9,861,118</b>	<b>12,820,068</b>	<b>14,220,410</b>	<b>18,509,624</b>	<b>21,148,839</b>

**Debt Profiles**



ATTACHMENT C

	FY2022 Adopted	FY 2022 Projected	FY2023 Projected	FY2024 Projected	FY2025 Projected	FY2026 Projected	FY2027 Projected	FY2028 Projected	FY2029 Projected	FY2030 Projected	FY2031 Projected	FY2032 Projected	Total Projected
Beginning Fund Balance	1,992,706	32,399,358	13,762,067	38,575,737	16,673,287	1,427,087	(7,550,863)	(16,476,163)	(18,330,963)	(16,997,213)	(15,937,913)	(14,563,613)	13,762,067
Revenues													
Intergovernmental - Federal Grants	3,640,320	3,640,320	3,069,000	-	3,000,000	-	-	-	-	-	-	-	6,069,000
Intergovernmental - State Grants	795,000	3,177,833	341,000	-	-	-	-	-	-	-	-	-	341,000
Land Sale Proceeds	200,000	200,000	-	-	-	-	-	-	-	-	-	-	-
Potential Bond Proceeds			30,000,000										30,000,000
Total Revenues	4,635,320	7,018,153	33,410,000	-	3,000,000	-	-	-	-	-	-	-	36,410,000
Transfers from Other Funds													
General Fund	12,545,680	12,545,680	15,287,000	11,996,000	7,010,000	6,178,000	5,928,000	5,956,000	5,985,000	6,014,000	6,014,000	6,014,000	76,382,000
Potential General Fund (TRD Settlement)		9,999,712											-
Emergency Declarations Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
State Shared Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic Development	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Project Permanent Fund	1,422,000	1,422,000	1,434,000	1,454,000	1,481,000	1,517,000	1,554,000	1,593,000	1,633,000	1,675,000	1,675,000	1,675,000	15,691,000
Total Transfers from Other Funds	13,967,680	23,967,392	16,721,000	13,450,000	8,491,000	7,695,000	7,482,000	7,549,000	7,618,000	7,689,000	7,689,000	7,689,000	92,073,000
Total sources of funds	20,595,706	63,384,903	63,893,067	52,025,737	28,164,287	9,122,087	(68,863)	(8,927,163)	(10,712,963)	(9,308,213)	(8,248,913)	(6,874,613)	142,245,067
Expenditures													
CP # General													
CP7002 Parks Small Capital	235,000	852,878	300,000	300,000	300,000	300,000	300,000	105,000	108,000	111,000	111,000	111,000	2,046,000
CP9003 Information Technology Projects	713,000	1,323,239	734,000	756,000	779,000	802,000	826,000	851,000	877,000	903,000	903,000	903,000	8,334,000
CP9003 CAD Mobile Records Jail Management System (CMRJ) Replacemen	-	1,750,000	-	-	-	-	-	-	-	-	-	-	-
Community Broadband Infrastructure													-
CP1008 Public Meeting, Streaming MGMT system			500,000										500,000
WR Visitor Center Complex	50,000	50,000	450,000										450,000
CP7001 Art in Public Places	-	647,335	-	-	-	-	-	-	-	-	-	-	-
CP9001/CP9005 Schools Projects (unallocated)	1,200,000	1,200,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	10,000,000
CP1006 WAC Building Design	-	350,000	-	3,650,000	-	-	-	-	-	-	-	-	3,650,000
CP9002 ERP - Munis Project	-	70,958	-	-	-	-	-	-	-	-	-	-	-
CP7009 Manhattan Project NHP Wifi	-	-	100,000	-	-	-	-	-	-	-	-	-	100,000
CP1005 Betty Ehart Senior Center Kitchen	-	140,000	-	-	-	-	-	-	-	-	-	-	-
CP1001 Municipal Building Residual	-	96,645	-	-	-	-	-	-	-	-	-	-	-
Fire Station Replacement (4&6)					2,000,000	6,500,000	6,500,000						15,000,000
CP5015 Project Dev. Standards & Guide	-	166,409	-	-	-	-	-	-	-	-	-	-	-
Other Major Facility Replacements - Placeholder TBD													-
Road Projects													-
CP5001 Street CIP	-	84,731	3,963,000	3,963,000	8,135,000	4,277,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	44,338,000
CP5012 Canyon Rim Trail West	-	1,206,736	356,743	-	-	-	-	-	-	-	-	-	356,743
CP5018 Canyon Rim Trail Underpass	-	2,455,965	-	-	-	-	-	-	-	-	-	-	-
CP5020 NM44 Intersection Road Project	-	1,000,000	-	-	-	-	-	-	-	-	-	-	-
CP5028 Sherwood Blvd Reconstruction	-	2,418,379	-	-	-	-	-	-	-	-	-	-	-
CP5025 Trinity Dr. Safety & ADA Improvements	200,000	839,000	3,410,000	-	-	-	-	-	-	-	-	-	3,410,000
CP5024 20th Street Signal Light	-	-	398,000	-	-	-	-	-	-	-	-	-	398,000
CP5029 Arkansas 33/34 Street Reconstruction	2,500,000	2,487,500	-	-	-	-	-	-	-	-	-	-	-
CP5019 Barranca Mesa	-	465,273	-	-	-	-	-	-	-	-	-	-	-
CP5031 Cumbres del Norte Road Project	1,323,000	1,316,385	-	-	-	-	-	-	-	-	-	-	-
CP5027 North Mesa Casa De Oro	-	806,309	-	-	-	-	-	-	-	-	-	-	-
CP5022 Urban Trail Project	4,050,000	4,261,159	-	-	-	-	-	-	-	-	-	-	-
CP5030 Canyon Road Project	2,410,000	2,521,944	-	-	-	-	-	-	-	-	-	-	-
CP5021/CP5023 Diamond Drive	-	565,814	-	-	-	-	-	-	-	-	-	-	-
CP5003 NM 502 Knecht to Tewa	-	13,633	-	-	-	-	-	-	-	-	-	-	-
CP5004 Trinity Dr. Pedestrian Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-
CP5010 Pavement Condition Index Survey	-	25,385	-	-	250,000	-	-	-	-	300,000	-	-	550,000
CP5008 Sherwood BLVD	-	1,420,456	-	-	-	-	-	-	-	-	-	-	-
CP1003 White Rock Civic Center Complex	-	2,004	-	-	-	-	-	-	-	-	-	-	-
CP5002 Canyon Rim Trail East	-	-	-	-	-	-	-	-	-	-	-	-	-
CP5026 Transportation Planning	-	200,000	-	-	-	-	-	-	-	-	-	-	-
Recreation Projects													-
CP7007 Pajarito Mountain Bike Trails	-	496,566	-	-	-	-	-	-	-	-	-	-	-
CP7014 Community Rec Space Design LA	-	350,000	-	-	-	-	-	-	-	-	-	-	-
Community Rec Space Construction LA	-	-	6,000,000	-	-	-	-	-	-	-	-	-	6,000,000
CP7016 Community Rec Space Design WR	600,000	600,000	-	-	-	-	-	-	-	-	-	-	-
Community Rec Space Construction WR	-	-	6,000,000	-	-	-	-	-	-	-	-	-	6,000,000
CP7015 Tween Center Design	-	-	400,000	-	-	-	-	-	-	-	-	-	400,000
Tween Center Construction	-	-	-	4,000,000	-	-	-	-	-	-	-	-	4,000,000
CP7004 Ice Rink Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-
CP7017 Tennis Court with Lights (Eightplex)	150,000	150,000	1,250,000	-	-	-	-	-	-	-	-	-	1,250,000
CP7011 Golf Course Improvements	-	2,018,993	-	-	-	-	-	-	-	-	-	-	-
CP7013 Leisure Lagoon	-	5,576,758	-	-	-	-	-	-	-	-	-	-	-
CP7012 Pinon Park Splash Pad	-	7,563	-	-	-	-	-	-	-	-	-	-	-
Placeholder Parks & Rec. Major Improv. & Replacement	-	-	-	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	-	-	-	-	15,000,000
BMX Track	50,000	150,000	250,000	-	-	-	-	-	-	-	-	-	250,000
Economic Development Projects													-
CP4005 A-13 (former LASO site)	-	1,018,904	-	-	-	-	-	-	-	-	-	-	-
CP4006 A-16 Infrastructure	-	171,738	-	-	-	-	-	-	-	-	-	-	-
CP4004 A-8b Infrastructure (The Bluffs)	-	567,218	-	-	-	-	-	-	-	-	-	-	-
CP4008 A-9 Infrastructure (Canyon Walk)	-	4,033	-	-	-	-	-	-	-	-	-	-	-
CP4003 Deacon Street Improvements	2,000,000	2,189,000	-	-	-	-	-	-	-	-	-	-	-
CP4009 DP Road Infrastructure	-	4,391,426	-	1,000,000	-	-	-	-	-	-	-	-	1,000,000
CP4010 Finch Street - Road Extension	1,500,000	1,492,500	-	-	-	-	-	-	-	-	-	-	-
CP4007 North Mesa Infrastructure	-	1,700,000	-	-	-	-	-	-	-	-	-	-	-
Housing Infrastructure - Placeholder	-	-	-	5,000,000	-	-	-	-	-	-	-	-	5,000,000
Los Alamos Downtown Revitalization and Parking - Placeholder	-	-	-	5,000,000	5,000,000	-	-	-	-	-	-	-	10,000,000
White Rock Metropolitan Redevelopment Area (MRA) - Placeholder	-	-	5,000,000	-	5,000,000	-	-	-	-	-	-	-	10,000,000
5.00% Inflation factor starting 2023 projections			1,205,587	1,683,450	1,273,200	793,950	781,300	447,800	299,250	315,700	300,700	300,700	7,401,637
Total Expenditures	16,981,000	49,622,836	25,317,330	35,352,450	26,737,200	16,672,950	16,407,300	9,403,800	6,284,250	6,629,700	6,314,700	6,314,700	155,434,380
Transfers to Other Funds													
Ending fund balance	3,614,706	13,762,067	38,575,737	16,673,287	1,427,087	(7,550,863)	(16,476,163)	(18,330,963)	(16,997,213)	(15,937,913)	(14,563,613)	(13,189,313)	(13,189,313)
Total uses of funds	20,595,706	63,384,903	63,893,067	52,025,737	28,164,287	9,122,087	(68,863)	(8,927,163)	(10,712,963)	(9,308,213)	(8,248,913)	(6,874,613)	142,245,067

## INCORPORATED COUNTY OF LOS ALAMOS DEBT MANAGEMENT POLICY

**I. Purpose**

This debt management policy sets forth the parameters for issuing debt and managing outstanding debt. It provides direction to Council and management regarding: the purposes and manner of creating indebtedness, the types and amounts of permissible debt, the methods of sale that may be used for various debt instruments, and the structural features that may be incorporated into the indebtedness. Debt shall mean general obligation debt, revenue debt, conduit debt, state loans and inter-fund borrowing. The debt policy is based upon a commitment to full and timely repayment of all debt in compliance with all State and Federal laws.

By implementing a comprehensive debt policy the County:

- Ensures protection of its credit quality while implementing its Capital Improvement Program (CIP).
- Enhances the uniformity and quality of decisions.
- Identifies financial benchmarks that enable staff to manage debt proactively.
- Demonstrates a commitment to long-term financial planning.

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## INCORPORATED COUNTY OF LOS ALAMOS DEBT MANAGEMENT POLICY

**II. General Intent of Debt Policy**

The County shall adhere to the following guidelines to finance long-term debt:

- A. The County will not issue long-term debt obligations or use long-term debt proceeds to finance operations.
- B. The County will evaluate the impact of debt amounts and debt service requirements of any new proposed debt within the overall context of outstanding debt.
- C. The County will utilize long-term debt for CIP projects that cannot be funded from current revenues or when it would provide a more equitable match between the payment for and the use of the asset.
- D. Long-term debt will be used only for capital improvements whose useful lives clearly equal or exceed the debt repayment period.
- E. The Chief Financial Officer will provide accurate and timely communications to bond rating agencies, including presentations and periodic updates about the County's financial condition. The County will evaluate impact of ratings on interest cost and request ratings based on this analysis.
- F. The County shall comply with SEC rule 15(c)2-12 requiring ongoing annual disclosure and shall follow a reasonable standard of care to comply with SEC rule 10(b)-5.
- G. To the fullest extent possible, general obligation bonds approved by the voters shall be used to finance large capital projects that benefit County residents.
- H. To the fullest extent possible, sales tax revenue bonds shall be issued for capital projects that would either enhance the County's economic condition, or preserve its major infrastructure.
- I. To the fullest extent possible, utility revenue bonds will be used for utility capital projects.
- J. To the fullest extent possible, Special Assessment Districts, Public Improvement Districts, or other self-supporting bonds, will be used for capital projects that benefit smaller segments of the County's population.
- K. Inter-fund borrowing may be used as an alternative to conventional borrowing.
- L. The County shall make every attempt to earn the highest investment grade rating achievable.
- M. The County may use the services of qualified internal staff and outside advisors, including bond counsel, underwriters and financial advisors, to assist in the analysis, evaluation, and decision process.
- N. Federal income tax laws generally restrict the ability to earn arbitrage in connection with tax-exempt bonds. Every attempt shall be made to eliminate or minimize negative arbitrage.
- O. The County may utilize Bond Anticipation Notes (BANs) and Tax Anticipation Notes (TANs) for cash management purposes, negative arbitrage mitigation and interest cost reduction.

## INCORPORATED COUNTY OF LOS ALAMOS DEBT MANAGEMENT POLICY

**III. Determination of Debt Affordability in Conjunction with the Long Range Financial Plan and Capital Improvement Program**

As an important step within the annual development of the biennial budget, the County Administrator will annually assess the County's ability to issue and repay its debt. At a minimum, the County Administrator shall review and evaluate proposed financing plans in conjunction with the Long Range Financial Plan, the Capital Improvement Program (CIP), current financial position and financial policy to assess the County's ability to issue and repay its debt. The County Administrator shall recommend how much new debt the County may authorize.

**IV. Debt Affordability and Capacity Measures**

A significant portion of a County's debt management policy should establish specific financial benchmarks that measure the population's ability to pay, the burden upon the taxable property values and the government's current debt servicing capacity. To this end, this section of the debt management policy sets forth a step-by-step procedure for evaluating debt capacity.

This approach, introduced in Table 1, is comprised of two levels of financial measures. Level 2 establishes quantitative Upper Bounds for debt capacity that should generally not be exceeded. Once an Upper Bound is exceeded, projects requiring new debt need to demonstrate an economic benefit and overall conditions must allow benchmarks to return within the Upper Bounds within five fiscal years or less. Level 1 establishes debt capacity Midpoints as long-term average targets.

## INCORPORATED COUNTY OF LOS ALAMOS DEBT MANAGEMENT POLICY

TABLE 1.

Level	Population's Ability to Pay	Burden on Taxable Property Values (Excluding LANL infrastructure asset value)	<b><u>Gross Receipts Tax Only:</u></b> Government's Current Debt Service Capacity
<b>Level Two 2</b>	1. Direct Debt Per Capita as % of Income Per Capita <= 6%	2. General Obligation (G.O.) Debt Outstanding As % of Assessed Value of Taxable Property <= 4.00%  3. Direct and Overlapping Debt Burden <= 10%  4. Direct Debt as % of Full Value <=3.5%	5. Annual GRT Debt Service as % of General Fund Adopted Budgeted Expenditures <=15%  6. GRT Debt Service Minimum Coverage from Pledged Revenue >= 250%  7. General Fund Balance as % of Revenues >= 15%  8. Unreserved and Undesignated Fund Balance as % of Revenues >= 10%
<b>Level One 1</b>	1. Direct Debt Per Capita as % of Income Per Capita <= 4%	2. General Obligation (G.O.) Debt Outstanding As % of Assessed Value of Taxable Property <= 2.00%  3. Direct and Overlapping Debt Burden <=6%  4. Direct Debt as % of Full Value <= 2%	5. Annual GRT Debt Service as % of General Fund Adopted Budgeted Expenditures <=7.5%  6. GRT Debt Service Minimum Coverage from Pledged Revenue >= 300%  7. General Fund Balance as % of Revenues >= 25%  8. Unreserved and Undesignated Fund Balance as % of Revenues >= 15%

**(1) Direct Debt Per Capita as a % of Income Per Capita**—Creditors and credit rating agencies measure the population's ability to pay by dividing direct debt (generally debt supported by general revenues and taxes such as G.O. bonds debt and GRT revenue debt) by per capita income. Management will utilize the corresponding benchmarks as set forth in Table 1 to evaluate the population's ability to pay for outstanding and proposed debt.

**(2) General Obligation (G.O.) Debt Outstanding As A Percent of Assessed Value of Taxable Property**—This measure evaluates the portion of long-term debt burden that is to be repaid by local property taxes. G.O. debt is limited by the State of New Mexico Constitution Article Nine, Section 13, to 4.00% of the value of taxable property from the last assessment. G.O. debt incurred to supply water and sewer systems does not count towards the County's legal debt limit. The FY2005 legal G.O. debt limit established by the State of New Mexico is \$24 million.



- (3) Direct and Overlapping Debt Burden—** This measure evaluates the burden of direct and overlapping debt upon the broadest possible measure of the County's property tax base. This measure expresses direct and overlapping debt as a percentage of Full Value, defined as total fair market value of taxable property in Los Alamos County, plus any exemptions and exclusions. Management will utilize the corresponding benchmarks as set forth in Table 1 to evaluate the population's ability to pay for outstanding and proposed debt.
- (4) Direct Debt as Percentage of Full Value—** This measure evaluates the burden of governmental direct debt upon the broadest possible measure of the County's property tax base. Direct debt is the amount of all long-term debt (generally debt supported by general revenues and taxes such as G.O. bonds debt and GRT revenue debt) less sinking fund accumulations and less self-supporting enterprise debt. Self-supporting enterprise debt is excluded because it is repaid exclusively from revenues generated by the enterprise activity for which the debt was issued, e.g. utility revenue bonds or project revenue bonds. Full Value is defined as total fair market value of taxable property in Los Alamos County, plus any exemptions and exclusions. Management will utilize the corresponding benchmarks as set forth in Table 1 to evaluate the population's ability to pay for outstanding and proposed debt.
- (5) Annual GRT Debt Service as % of General Fund Adopted Budgeted Expenditures—** This measure helps management evaluate the government's capacity to absorb additional debt. The measure is important because total appropriations may exceed governmental revenues. Table 2 shows typical ranges against which Standard & Poor's generally evaluates a local government's ability to repay tax secured debt.

<b>TABLE 2.</b> <i>Tax Secured Debt, Standard &amp; Poor's</i>	<u>High</u>	<u>Moderate</u>	<u>Low</u>
GRT Debt Service as Percent of Governmental Expenditures	>15%	15%>measure>5%	<5%

- (6) GRT Debt Service Minimum Coverage from Pledged Revenue—** The County must collect enough revenue from all pledged GRT increments to cover at least 250% of its actual annual direct GRT debt service obligations.
- (7) General Fund Balance as Percentage of Revenues—** The General Fund Balance is the ending General Fund balance. The term "revenues" means total actual General Fund Revenues.
- (8) Unreserved and Undesignated Fund Balance as Percentage of Revenues—** The unreserved and undesignated fund balance is described in the County's Financial Policies. The term "revenues" means total actual General Fund Revenues.

## INCORPORATED COUNTY OF LOS ALAMOS DEBT MANAGEMENT POLICY

**V. Funding the Capital Improvement Program**

The County is guided by three principles in selecting a funding source for capital improvements: equity, effectiveness and efficiency. These can be referred to as the three “E’s” of funding.

1. Equity: Whenever appropriate, the beneficiaries of a project will pay for it.
2. Effectiveness: The County shall ensure adequate revenues for debt service coverage. In selecting a source or sources for financing projects, the County will select one or more that effectively funds the total cost of the project.
3. Efficiency: The County shall minimize interest costs and other associated financing costs. If a grant or cash is not available to fund a project, the County will implement a financing plan that provides for the lowest total cost of financing that does not impact equity or effectiveness.

**VI. Other Obligations Classified as Debt**

The following liabilities are not included in measures used to evaluate the County’s debt affordability.

1. Accrued Compensated Absences
2. Accrued Landfill Closure and Post Closure Costs

**VII. Method of Sale**

The County will select a method of sale that is the most appropriate in light of financial, market, transaction-specific and issuer-related conditions and explain the rationale for its decision within the Council agenda documentation.

- A. Competitive Sales. Debt obligations are generally issued through a competitive sale. The County and its financial advisor will set the terms of the sale to encourage as many bidders as possible. By maximizing bidding, the County seeks to obtain the lowest possible interest rates on its bonds.
- B. Negotiated Sales. When conditions favorable for a competitive sale do not exist and when a negotiated sale will provide significant benefits to the County that would not be achieved through a competitive sale, the County may elect to sell its debt obligations through a private or negotiated sale. Such determination may be made on an issue-by-issue basis, for a series of issues, or for part or all of a specific financing program. Selection of an underwriter, or purchaser in the case of a private placement, will be made through a competitive process taking into account qualifications and cost.

## INCORPORATED COUNTY OF LOS ALAMOS DEBT MANAGEMENT POLICY

**VIII. Refinancing**

The County may undertake refinancing of outstanding debt as follows:

- A. Debt Service Savings. The County may refinance outstanding long-term debt when such refinancing allows the County to realize debt service savings without lengthening the term of refinanced debt and without increasing debt service in any subsequent fiscal year.
- B. Debt Restructuring Covenant Changes. The County may refinance outstanding long-term debt without present value savings if the desired benefit is to eliminate covenants that impair the County's ability to finance needed improvements or needed projects.
- C. Defeasance. The County may refinance outstanding debt, either by advance refunding to the first call or by defeasance to maturity. To do so, the County must determine that the benefits outweigh the costs.

**IX. Conduit Financing—Government Financing of Third-Party Long-Term Debt**

Per Municipal Securities Rule Making Board (MSRB), a conduit financing is "the issuance of municipal securities by a governmental unit to finance a project to be used primarily by a third party, usually a for-profit entity engaged in private enterprise or a 501c(3) organization." Conduit financings are securities issued by a government or a government agency to finance the project of a third party, such as a non-profit organization or other private entity. The County may sponsor conduit financings for those activities (e.g., economic development, housing) that will serve a general public purpose and will be consistent with the County's overall service and policy objectives. "Industrial development bonds, housing revenue bonds and qualified 501c(3) bonds are common types of conduit financings." (MSRB, 2005) Such conduit financings will not in any way pledge the County's faith and credit.

**X. Variable Rate Debt**

Variable rate debt should only be used for three purposes: (1) as a short-term financing device; (2) as an integral portion of a long-term strategy; and (3) to better match the average life of the County's assets to its liabilities. Given the possibility that the need for project financing may not coincide with attractive interest rates, it may be necessary to implement a variable rate program to initiate projects in a timely manner. The current long-term fixed interest rates, the project's size, or the intermediate term forecast for the direction of interest rates may indicate that a long-term borrowing is not cost-effective. If certain target interest rate levels are reached, the Chief Financial Officer will recommend to the County Administrator that all or a portion of the variable rate debt be converted to fixed rate debt.

**XI. Debt Structure**

## INCORPORATED COUNTY OF LOS ALAMOS DEBT MANAGEMENT POLICY

All Governmental Debt Obligations will have a maximum maturity of the earlier of:

- (i) The estimated useful life of the capital improvement project; or,
  - (ii) 30 years in the case of facilities; or,
  - (iii) 20 years in the case of roads and related transportation infrastructure and general improvements; or,
  - (iv) The final maturity of the Governmental Debt obligations being refinanced.
- However, the Council may authorize an extension of the maturity date due to an overriding business reason or public benefit.

The County should utilize terms and conditions within the total long-term debt portfolio that will allow enough debt to be retired, principal paid down, or refinanced so that 65% of the principal is paid off in 15 years.

The County's bonds may be subject to optional redemption and early calls, consistent with the objective of paying the lowest possible interest cost. Early calls may permit the County to act upon decreases in interest rates by refinancing debt for the purpose of realizing debt service savings. The County and its financial advisor will evaluate optional redemption provisions for each issue so the County does not service its debts at unacceptably higher interest rates.

# ATTACHMENT E

## Infrastructure Capital Improvement Planning (ICIP) Ranking Listing FY2023-FY2027

New Rank	PROJECT TITLE	Funded To Date	2023	2024	2025	2026	2027	Total Project Unfunded Cost
2023-01	NMSR4 Water Production Pipeline Replacement	180,000	2,980,000					2,980,000
2023-02	Historic WAC Building Restoration	955,000	3,500,000					3,500,000
2023-03	North Mesa Affordable Housing Infrastructure (LAC/Schools)	1,700,000	1,000,000	2,000,000				3,000,000
2023-04	DP Road Comercial Development Infrastructure & Road Construction	4,875,000	2,000,000					2,000,000
2023-05	Tween Center	400,000	4,000,000	-				4,000,000
2023-06	White Rock Community Recreation Space Development (LAC/Schools)	600,000	6,000,000					6,000,000
2023-07	NM4 Crossing and Trail Improvemnets		400,000	2,350,000				2,750,000
2023-08	Airport Fuel Farm	-	1,500,000					1,500,000
2023-09	Los Alamos County Community Recreation Space (LAC/Schools)	350,000	6,000,000					6,000,000
2023-10	Finch Street Infrastructure - Econ Dev Infrastructure Projects	1,500,000	500,000					500,000
2023-11	Barranca Mesa Lift Station Elimination Project	-	600,000					600,000
2023-12	County network fiber Infrastructure	400,000	250,000	250,000	250,000	250,000		1,000,000
2023-13	Community Broadband	500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
2023-14	Wildlife Resistant Containers	2,440,590	300,000	300,000	300,000	300,000	300,000	1,500,000
2023-15	Bypass Road by Research Park	1,000,000	500,000	5,000,000	5,000,000			10,500,000
2023-16	Social Services Colocation Facilities	10,000	1,000,000					1,000,000
2023-17	Paving the Main gate park	-	250,000					250,000
2023-18	Park and Ride Stop on Trinity	-	200,000					200,000
2023-19	Replace Automated Weather Observing System (AWOS)	-	300,000					300,000
2023-20	Multi-use Trails-Bikeway-Pedestrian Facilities	4,633,000	100,000	100,000	100,000	100,000		400,000
2023-21	Fuller Lodge Major Facilities Maintenance	2,514,011	200,000					200,000
2023-22	Bike Share Program	-	100,000					100,000
2023-23	Airport Access, Parking Lots, Hangars (West)		1,070,000					1,070,000
2023-24	Overhead Distribution & Pole Replacement	-	200,000	300,000	300,000	300,000	300,000	1,400,000
2023-25	Trail Waypoint & Kiosk Signage on Trails	35,000	35,000					35,000
2023-26	Major Network Replacement	300,000	250,000	250,000	250,000	250,000		1,000,000
2023-27	20th to 15th Street Road Extension	-	1,500,000					1,500,000
2023-28	Tourism Wayfinding Signage	450,000	325,000					325,000
2023-29	White Rock Visitors Center Restrooms/Truck Pads	-	500,000					500,000
2023-30	Trinity Drive Safety Improvements	4,450,000	3,410,000					3,410,000
2023-31	Electric Underground cable (URD) Replacement (cables, jboxes, pedestal)	-	500,000	800,000	800,000	800,000	800,000	3,700,000
2023-32	Public Safety Radio System	74,000	2,000,000					2,000,000
2023-33	Fiber Middle Mile and Backbone	2,000,000	2,000,000					2,000,000
2023-34	ADA Transition Plan	65,000	50,000	50,000				100,000
2023-35	Metropolitan Redevelopment Area Plan for White Rock	-	50,000					50,000
2023-36	Storm Water Management	-	500,000	500,000	500,000			1,500,000
2023-37	Recreation trail restoration	-	500,000					500,000
2023-38	Transit Fleet Expansion to support Bandelier Shuttle Service	-	650,000					650,000
2023-39	Non Potable Water System Expansion	2,650,000	2,500,000	720,000	750,000	804,000	780,000	5,554,000
2023-40	Betty Ehart Senior Center Facilities Improvements	125,000	1,450,000					1,450,000
2023-41	Overlook Park Ballfield Lights	-	900,000					900,000
2023-42	Jemez Mtns Regional Fire Prot Phase 2	1,305,600	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	20,000,000
2023-43	Fire Station Facilities Maintenance	-	660,000					660,000
2023-44	El Vado Ultrasonic Flow Meter	440,000	90,000					90,000
2023-45	White Rock Key Steel Valve Project Phase 1	281,000	290,000	299,000				589,000
2023-46	Eight Plex Tennis Court	150,000	500,000					500,000
2023-47	Compost Facility Expansion	-	495,000					495,000

# ATTACHMENT E

## Infrastructure Capital Improvement Planning (ICIP) Ranking Listing FY2023-FY2027

New Rank	PROJECT TITLE	Funded To Date	2023	2024	2025	2026	2027	Total Project Unfunded Cost
2023-48	Carbon Free Power Project - Design & Permitting	1,200,000	1,000,000					1,000,000
2023-49	Ice Rink Cooling System	-	2,500,000					2,500,000
2023-50	Softball and Multi-Use Fields	-	500,000					500,000
2023-51	Downtown Structured Parking Econ Dev	-	10,000,000					10,000,000
2023-52	Abandon Guaje Well 1A & Drill New Guaje Well 1B		4,500,000					4,500,000
2023-53	LA Waste Water Treatment Plant (WWTP) Upgrades & Rehabilitation	375,000	300,000	300,000	-	317,000	-	917,000
2023-54	Event Center	-	1,800,000					1,800,000
2023-55	Mountain Bike Trail Amenities	500,000	500,000					500,000
2023-56	Los Alamos Visitors Center	-	2,000,000					2,000,000
2023-57	Construct Airport Maintenance Storage Building	-	480,000					480,000
2023-58	Little Theater Fire Suppression	-	800,000					800,000
2023-59	Arkansas Area Backyard Sewer Mains & Services R&R	-	179,000					179,000
2023-60	Mesa Public Library MFM	3,000,000	300,000					300,000
2023-61	Abiquiu Runner Repair/Replacement	-	400,000					400,000
2023-62	Canada del Buey Multiuse Trail Extension in White Rock	-	1,000,000					1,000,000
2023-63	Guaje Pines, North Mesa, Diamond Connections (NP-WTB)		990,000					990,000
2023-64	Equipment/Vehicle Replacement		300,000	300,000		317,000		917,000
2023-65	EA-4 Electric Power Line Replacement	-	300,000	-	5,000,000	-		5,300,000
2023-66	SCADA Pressure Sensing Stations		250,000					250,000
2023-67	Rose Street - replacement water and sewer lines		215,320					215,320
2023-68	Kimberly Sewer Lift Station & Wet Well		185,000					185,000
2023-69	Central Avenue (PW Road Project)		63,188					63,188
2023-70	Bathtub Row/Nectar/Peach		263,396					263,396
2023-71	Los Alamos Reservoir Rd Stabilization	500,000	800,000					800,000
2023-72	NM4-E. Jemez Intersection improvement (SF County)	1,000,000	4,000,000					4,000,000
2023-73	Manhattan Project Interpretive Features	200,000	100,000					100,000
2024-01	Wastewater Collection Exposed Line Replacement	1,192,264		900,000			538,000	1,438,000
2024-02	White Rock Town Center & Longview Drive Improvements	-		2,500,000				2,500,000
2024-03	Central Ave Road Project (4th to 9th)	-	-	2,500,000				2,500,000
2024-04	Mainstreet Street Lights and Streetscape (9th to 4th),	-	-	100,000				100,000
2024-05	Community Building Major Facilities Maintenance	-	-	530,000				530,000
2024-06	Overlook Park Maintenance Building	-	-	350,000				350,000
2024-07	Security Cameras at Parks & Facilities	-		200,000				200,000
2024-08	White Rock municipal facility Complex Roof Replacement	-		450,000				450,000
2024-09	Repaint Water System Tanks	-		1,400,000	700,000	1,000,000	783,000	3,883,000
2024-10	LA WWTP NP Feed Pipeline (NP-WTB)			720,000				720,000
2024-11	Bathtub Row/Nectar/Peach			2,500,000				2,500,000
2025-01	Aspen School Area Waterline, Sewer line & Road Improvements		-		4,000,000	4,000,000	-	8,000,000
2025-02	Golf Course Maintenance Building	-	-	-	270,000			270,000
2025-03	Townsite 14" Pipeline Renewal WP	-			3,859,000	-		3,859,000
2025-04	Gas Pipeline Repair & Replacement / Equipment	-			307,000	317,000	326,000	950,000
2025-05	North Community Backyard Sewer Mains & Services R&R - Phase 1				190,000	205,000		395,000
2025-06	Fairway (PW Road Project)				593,000			593,000
2025-07	Fairway (PW Road Project)				2,500,000			2,500,000
2026-01	Los Alamos County Senior Center Meal Truck					65,000		65,000
2026-02	Los Alamos County Senior Center Transport Van					60,000		60,000
2026-03	Abiquiu Rewind Study					250,000		250,000

# ATTACHMENT E

## Infrastructure Capital Improvement Planning (ICIP) Ranking Listing FY2023-FY2027

New Rank	PROJECT TITLE	Funded To Date	2023	2024	2025	2026	2027	Total Project Unfunded Cost
2026-04	Denver Steels Phase 2					863,000		863,000
2026-05	Denver Steels Phase 2					3,000,000		3,000,000
2027-01	Replace Airport Terminal Building	-			-		5,000,000	5,000,000
2027-02	East Gate Substation Study						200,000	200,000
2027-03	41st/45th/46th/47th Sewerline R&R						105,000	105,000

## ATTACHMENT F

<b>Year/Rank</b>	2023 001	<b>Priority:</b>	High	<b>ID:</b>	37727
<b>Project Title:</b>	NMSR4 Water Production Pipeline Replacement			<b>Class:</b>	New
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400
<b>Total project cost:</b>	3,160,000			<b>Contact E-mail:</b>	steven.lynne@lacnm.us
<b>Proposed project start date:</b>	07/01/2022				
<b>Project Location:</b>	1000 Central Ave Los Alamos NM 87544			<b>Latitude:</b>	35.681531
				<b>Longitude:</b>	-106.295671
<b>Legislative Language:</b>	To plan and construct the replacement of water production pipeline on NMSR4 in Los Alamos County.				
<b>Scope of Work:</b>	Plan and construct the replacement of water production pipeline on NMSR4 in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	180,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	180,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	180,000	1,490,000	0	0	0	0	1,670,000
Design (Engr./Arch.)	No	0	1,490,000	0	0	0	0	1,490,000
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		180,000	2,980,000	0	0	0	0	3,160,000
<b>Amount Not Yet Funded</b>		2,980,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

The water production pipeline project will provide a benefit to the 18,738 Los Alamos

County citizens and the approximately 170,450 annual tourist visitations.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ATTACHMENT F

<b>Year/Rank</b>	2023	002	<b>Priority:</b>	High	<b>ID:</b>	36486
<b>Project Title:</b>	Historic WAC Building Restoration			<b>Class:</b>	Renovate/Repair	<b>Type/Subtype:</b> Facilities - Museums
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400	<b>Contact E-mail:</b> steven.lynne@lacnm.us
<b>Total project cost:</b>	4,455,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	1725 17th Street Los Alamos NM 87544			<b>Latitude:</b>	35.8880796	<b>Longitude:</b> -106.3069722
<b>Legislative Language:</b>	To plan, design, construct and restore the historic Women's Army Corp (WAC) building in Los Alamos County.					
<b>Scope of Work:</b>	Restore the historic former Women's Army Corp (WAC) dormitory building in Los Alamos County and bring it up to current building codes. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	605,000	Yes	605,000	605,000	FY2020	
CAP	350,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	955,000		605,000	605,000		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	Yes	605,000	0	0	0	0	0	605,000
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	350,000	0	0	0	0	0	350,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	3,500,000	0	0	0	0	3,500,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		955,000	3,500,000	0	0	0	0	4,455,000
<b>Amount Not Yet Funded</b>		3,500,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: will be included in FY2022 operating budget						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

**If yes, please explain.** The historic WAC building is a unique building from the Manhattan Project era that will be used to enhance tourism in Los Alamos County

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

**If yes, please explain and provide the number of people that will benefit from the project.** The building is a unique, Manhattan Project era to be used to enhance tourism in Los

Alamos County. Annual visitors to Los Alamos County attractions in FY2021 is estimated at 250,000

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ICIP Capital Project Description

**Year/Rank** 2023 003 **Priority:** High **ID:**25476  
**Project Title:** North Mesa Affordable Housing Project **Class:** New **Type/Subtype:** Facilities - Housing-Related Cap Infrastructure  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 4,700,000 **Proposed project start date:** 07/01/2022  
**Project Location:** Los Alamos County Los Alamos NM 87544 **Latitude:** 35.881383 **Longitude:** -106.295402  
**Legislative Language:** To plan, design and construct affordable housing infrastructure on the North Mesa in Los Alamos County.  
**Scope of Work:** The project will involve the construction of new roadway (including curb, gutter and sidewalk) and utility work (water, gas and sanitary sewer, storm drain) serving an affordable housing development. A developer will build the affordable houses on property the County currently owns and will sell to the developer selected via RFP. Los Alamos County will building the road and infrastructure to facilitate the building of affordable houses. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	1,700,000	Yes	1,700,000	0		FY2020 Budget
CAP	475,000	Yes	475,000	0	FY2020	D3074
CAP	1,500,000	No	0	0		
CAP	1,025,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>4,700,000</b>		<b>2,175,000</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	No	700,000	0	0	0	0	0	700,000
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	200,000	0	0	0	0	0	200,000
Design (Engr./Arch.)	No	0	0	0	0	0	0	0
Construction	No	800,000	1,000,000	2,000,000	0	0	0	3,800,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		1,700,000	1,000,000	2,000,000	0	0	0	4,700,000
<b>Amount Not Yet Funded</b>		3,000,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	700,000	No	No	No	No	Yes	6
2	1,475,000	Yes	No	Yes	No	No	6
3	1,500,000	No	No	Yes	No	No	12
4	500,000	No	No	Yes	No	No	12
5	525,000	No	No	Yes	No	No	12
<b>TOTAL</b>	4,700,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						not applicable
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Private Entity	Private Entity	Private Entity
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 citizen's of Los Alamos County.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2024 004	<b>Priority:</b>	High	<b>ID:</b>	34197
<b>Project Title:</b>	Mainstreet Street Lights			<b>Class:</b>	Renovate/Repair
<b>Contact Name:</b>	Steven Lynne			<b>Type/Subtype:</b>	Transportation - Lighting
<b>Contact Phone:</b>	505-662-8400			<b>Contact E-mail:</b>	steven.lynne@lacnm.us
<b>Total project cost:</b>	100,000			<b>Proposed project start date:</b>	07/01/2023
<b>Project Location:</b>	1000 Central Avenue Los Alamos NM 87544			<b>Latitude:</b>	35.881638
<b>Legislative Language:</b>	To acquire and install street lights in Los Alamos County.			<b>Longitude:</b>	-106.296463
<b>Scope of Work:</b>	Install street lights on the mainstreet in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	100,000	No	0	0		
DOT	100,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	200,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	25,000	0	0	0	25,000
Furnish/Equip/Vehicles	No	0	0	75,000	0	0	0	75,000
TOTALS		0	0	100,000	0	0	0	100,000
Amount Not Yet Funded		100,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This street light project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 480,000 annual

tourist visitations.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

## ICIP Capital Project Description

**Year/Rank** 2023 005 **Priority:** High **ID:**35068

**Project Title:** Tween Center **Class:** New **Type/Subtype:** Facilities - Other

**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynne@lacnm.us

**Total project cost:** 4,400,000 **Proposed project start date:** 07/01/2022

**Project Location:** Los Alamos County (specific site to be determined) Los Alamos NM 87544 **Latitude:** 35.881638 **Longitude:** -106.296463

**Legislative Language:** To plan, design, and construct a Tween Center in Los Alamos County.

**Scope of Work:** Plan, design, and construct a Tween Center in Los Alamos County for kids in 5th to 8th grades. Building to include drop in and organized activities. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

### Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	2,000,000	No	0	0		
SGRANT	2,000,000	No	0	0		
LFUNDS	400,000	Yes	400,000	0	FY2020	Will carryover FY21
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>4,400,000</b>		<b>400,000</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	400,000	0	0	0	0	0	400,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	4,000,000	0	0	0	0	4,000,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		400,000	4,000,000	0	0	0	0	4,400,000
<b>Amount Not Yet Funded</b>		4,000,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

Year/Rank	2023	006	Priority:	High		ID:	38090
Project Title:	Infrastructure/Facilities Community Recreation			Class:	New	Type/Subtype:	Facilities - Other
Contact Name:	Steven Lynne			Contact Phone:	505-662-8400	Contact E-mail:	steven.lynne@lacnm.us
Total project cost:	6,600,000			Proposed project start date:	07/01/2022		
Project Location:	White Rock Los Alamos NM 87547			Latitude:	35.826570	Longitude:	-106.212680
Legislative Language:	to plan, design and construct infrastructure and facilities for the development of a community recreation space in White Rock, in Los Alamos county						
Scope of Work:	Plan, design and construct infrastructure and facilities that support the development of a community recreation space in White Rock to support Los Alamos County recreation programs and allow Los Alamos Public Schools programmatic use during school hours.						

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	600,000	No	0	0		
CAP	3,000,000	No	0	0		
CAP	3,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	6,600,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Costs
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	600,000	0	0	0	0	0	600,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	6,000,000	0	0	0	0	6,000,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		600,000	6,000,000	0	0	0	0	6,600,000
<b>Amount Not Yet Funded</b>		6,000,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	600,000	Yes	Yes	No	No	No	12
2	6,000,000	No	No	Yes	No	No	12
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	6,600,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will be included in FY22 Budget
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project is for all citizens of Los Alamos County both in the townsite and in White

Rock.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 007 **Priority:** High **ID:**39136  
**Project Title:** NM4 Crossing and Trail Improvements **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 2,750,000 **Proposed project start date:** 07/01/2022  
**Project Location:** 1000 Central Ave Los Alamos NM 87544 **Latitude:** 35.681531 **Longitude:** -106.295671  
**Legislative Language:** To plan, design, construct crossing and trails in Los Alamos County.  
**Scope of Work:** Plan, Design and Construct

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	2,750,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	2,750,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	400,000	2,350,000	0	0	0	2,750,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	400,000	2,350,000	0	0	0	2,750,000
<b>Amount Not Yet Funded</b>		2,750,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	400,000	Yes	No	No	No	No	0
2	2,350,000	Yes	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	2,750,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

#### More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

Year/Rank	2023	008	Priority:	High		ID:	34196
Project Title:	Airport Fuel Farm			Class:	Renovate/Repair	Type/Subtype:	Transportation - Airports
Contact Name:	Steven Lynne			Contact Phone:	505-662-8400	Contact E-mail:	steven.lynne@lacnm.us
Total project cost:	1,500,000			Proposed project start date:	07/01/2022		
Project Location:	1040 Airport Road Los Alamos NM 87544			Latitude:	35.882109	Longitude:	-106.277864
Legislative Language:	To design and construct a fuel farm at the Los Alamos County Airport.						
Scope of Work:	Design and construct a fuel farm at the Los Alamos County Airport. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.						

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
FGRANT	500,000	No	0	0		
DOT	500,000	No	0	0		
CAP	500,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,500,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	750,000	0	0	0	0	750,000
Construction	No	0	750,000	0	0	0	0	750,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	1,500,000	0	0	0	0	1,500,000
<b>Amount Not Yet Funded</b>		1,500,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	6
2	0	No	No	No	No	No	8
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Oper budget to be established at proj completion						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 009 **Priority:** High **ID:**37117  
**Project Title:** Los Alamos County Community Recreation Space **Class:** New **Type/Subtype:** Facilities - Other  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steve.lynne@lacnm.us  
**Total project cost:** 6,350,000 **Proposed project start date:** 07/01/2022  
**Project Location:** LAC Recreation Los Alamos NM 87544 **Latitude:** 35.88136291503906 **Longitude:** -106.29901123046875  
**Legislative Language:** To design and construct a Community Recreation Space in Los Alamos NM, for Los Alamos County.  
**Scope of Work:** Design and construct a Community Recreation Space in Los Alamos for Los Alamos County. The project is to build a gymnasium adjacent to Los Alamos Public School property to support County recreation programs and allow LAPS programmatic use during school hours.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	6,350,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>6,350,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	350,000	3,000,000	0	0	0	0	3,350,000
Construction	No	0	3,000,000	0	0	0	0	3,000,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		350,000	6,000,000	0	0	0	0	6,350,000
<b>Amount Not Yet Funded</b>		6,000,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why: Operating Expenses will be included in FY21 budget						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide recreation space for all citizens of Los Alamos County and

benefit our public schools.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ICIP Capital Project Description

**Year/Rank** 2023 010 **Priority:** High **ID:**37729  
**Project Title:** Finch Street Infrastructure - Econ Dev Infrastruct **Class:** New **Type/Subtype:** Facilities - Housing-Related Cap Infrastructure  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 2,000,000 **Proposed project start date:** 07/01/2022  
**Project Location:** Finch Street Los Alamos NM 87544 **Latitude:** 35.883244 **Longitude:** -106.300719  
**Legislative Language:** To plan, design and construct on Finch Street in Los Alamos County.  
**Scope of Work:** To plan, design and construct infrastructure on Finch Street in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	1,500,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,500,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	1,500,000	500,000	0	0	0	0	2,000,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		1,500,000	500,000	0	0	0	0	2,000,000
<b>Amount Not Yet Funded</b>		500,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 011 **Priority:** High **ID:**34225  
**Project Title:** Barranca Mesa Sewer Lift Station Elimination **Class:** Renovate/Repair **Type/Subtype:** Water - Wastewater  
**Contact Name:** Philo Shelton **Contact Phone:** 505-662-8148 **Contact E-mail:** philo.shelton@lacnm.us  
**Total project cost:** 600,000 **Proposed project start date:** 07/01/2022  
**Project Location:** Barranca Mesa Los Alamos NM 87544 **Latitude:** 35.899959 **Longitude:** -106.297360  
**Legislative Language:** To remove the Bayo Canyon sewer lift station and construct a replacement gravity sewer line in Los Alamos County  
**Scope of Work:** This project will remove the Bayo Canyon sewer lift station and construct a replacement gravity sewer line. A failure of the existing lift station poses an environmental threat of a severe sewer discharge. A new gravity sewer line will eliminate this risk caused by the nature of a lift station. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	600,000	No	0	0		
NMED	600,000	No	0	0		
NMEDL	600,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>1,800,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	600,000	0	0	0	0	600,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	600,000	0	0	0	0	600,000
<b>Amount Not Yet Funded</b>		600,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	5,000	5,000	5,000	5,000	5,000	25,000
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

A gravity sewer line does not require the electricity used by the lift station. This will reduce the costs to convey the sewage by approximately \$5,000 per year.

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure that projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens in both

the townsite and White Rock.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

Yes

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

A failure of the existing lift station poses an environmental threat of a severe sewer discharge. A new gravity sewer line will eliminate this risk caused by the nature of a lift station.

## ATTACHMENT F

<b>Year/Rank</b>	2023	012	<b>Priority:</b>	High	<b>ID:</b>	36802
<b>Project Title:</b>	Local Fiber Infrastructure			<b>Class:</b>	Renovate/Repair	<b>Type/Subtype:</b> Other - Other
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400	<b>Contact E-mail:</b> steven.lynne@lacnm.us
<b>Total project cost:</b>	1,400,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	1000 Central Avenue Los Alamos NM 87544			<b>Latitude:</b>	35.881632	<b>Longitude:</b> -106.295752
<b>Legislative Language:</b>	To construct and install local fiber infrastructure in Los Alamos County.					
<b>Scope of Work:</b>	Construct and install local fiber infrastructure in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	200,000	No	0	0		
SGRANT	1,200,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,400,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	400,000	250,000	250,000	250,000	250,000	0	1,400,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		400,000	250,000	250,000	250,000	250,000	0	1,400,000
Amount Not Yet Funded		1,000,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	280,000	No	No	Yes	No	No	12
2	280,000	No	No	Yes	No	No	12
3	280,000	No	No	Yes	No	No	12
4	280,000	No	No	Yes	No	No	12
5	280,000	No	No	No	No	No	12
TOTAL	1,400,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Oper expenses will be budgeted when proj complete
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023 013	<b>Priority:</b>	High	<b>ID:</b>	39162
<b>Project Title:</b>	Community Broadband			<b>Class:</b>	New
<b>Contact Name:</b>	Steven Lynne			<b>Type/Subtype:</b>	Facilities - Administrative Facilities
<b>Contact Phone:</b>	505-662-8400			<b>Contact E-mail:</b>	steven.lynne@lacnm.us
<b>Total project cost:</b>	5,500,000			<b>Proposed project start date:</b>	07/01/2022
<b>Project Location:</b>	1000 Central Ave Los Alamos NM 87544			<b>Latitude:</b>	35.681531
<b>Legislative Language:</b>	To plan, design community broadband in Los Alamos County.			<b>Longitude:</b>	-106.295671
<b>Scope of Work:</b>	To construct and install community broadband in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	5,500,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	5,500,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	500,000	0	0	0	0	0	500,000
Design (Engr./Arch.)	No	0	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,500,000
<b>Amount Not Yet Funded</b>		5,000,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	500,000	Yes	No	No	No	No	0
2	1,250,000	No	Yes	No	No	No	0
3	1,250,000	No	Yes	No	No	No	0
4	1,250,000	No	Yes	No	No	No	0
5	1,250,000	No	Yes	No	No	No	0
<b>TOTAL</b>	5,500,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM,C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Citizens will have access to broadband.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 014 **Priority:** High **ID:**36803  
**Project Title:** Wildlife Resistant Container **Class:** Renovate/Repair **Type/Subtype:** Other - Solid Waste  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 3,940,590 **Proposed project start date:** 07/01/2022  
**Project Location:** 3701 E Jemez Road Los Alamos NM 87544 **Latitude:** 35.877573 **Longitude:** -106.315882  
**Legislative Language:** To acquire Wildlife Resistant Trash Containers in Los Alamos County  
**Scope of Work:** Acquire Wildlife Resistant Trash Containers in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	3,940,590	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	3,940,590		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

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Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	No	2,440,590	300,000	300,000	300,000	300,000	300,000	3,940,590
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		2,440,590	300,000	300,000	300,000	300,000	300,000	3,940,590
<b>Amount Not Yet Funded</b>		1,500,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	2,440,590	No	No	No	No	Yes	6
2	375,000	No	No	No	No	Yes	6
3	375,000	No	No	No	No	Yes	0
4	375,000	No	No	No	No	Yes	0
5	375,000	No	No	No	No	Yes	0
<b>TOTAL</b>	3,940,590						

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Not applicable
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

## More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

Los Alamos has experienced increased bear activity. The wildlife resistant trash

containers available to the 18,738 citizens will reduce these instances and protect both wildlife and people.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ATTACHMENT F

<b>Year/Rank</b>	2023	015	<b>Priority:</b>	High			<b>ID:</b> 36808
<b>Project Title:</b>	Bypass Road by Research Park			<b>Class:</b>	Renovate/Repair		<b>Type/Subtype:</b> Transportation - Highways/Roads/Bridges
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400		<b>Contact E-mail:</b> steve.lynne@lacnm.us
<b>Total project cost:</b>	11,500,000			<b>Proposed project start date:</b>	07/01/2022		
<b>Project Location:</b>	4200 W Jemez Road Los Alamos NM 87544			<b>Latitude:</b>	35.877383		<b>Longitude:</b> -106.325361
<b>Legislative Language:</b>	To plan, design and construct a bypass road by the Research Park in Los Alamos County						
<b>Scope of Work:</b>	Plan, design and construct a bypass road by the Research Park in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.						

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	10,500,000	No	0	0		
DOT	10,500,000	No	0	0		
FGRANT	10,500,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	31,500,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	1,000,000	500,000	5,000,000	5,000,000	0	0	11,500,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		1,000,000	500,000	5,000,000	5,000,000	0	0	11,500,000
<b>Amount Not Yet Funded</b>		10,500,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	500,000	No	No	Yes	No	No	12
2	5,000,000	No	No	Yes	No	No	12
3	5,000,000	No	No	Yes	No	No	12
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	10,500,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023 016	<b>Priority:</b>	High	<b>ID:</b>	34895
<b>Project Title:</b>	Social Services Colocation Facilities		<b>Class:</b>	Renovate/Repair	<b>Type/Subtype:</b> Facilities - Other
<b>Contact Name:</b>	Steven Lynne		<b>Contact Phone:</b>	505-662-8400	<b>Contact E-mail:</b> steve.lynne@lacnm.us
<b>Total project cost:</b>	1,010,000		<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	Los Alamos County (location to be determined)	Los Alamos NM	<b>Latitude:</b>	35.881638	<b>Longitude:</b> -106.296463
<b>Legislative Language:</b>	To plan, design, and construct social services colocation facilities in Los Alamos County.				
<b>Scope of Work:</b>	Plan, design, and construct social services colocation facilities in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	1,000,000	No	0	0	FY2020	
SGRANT	1,000,000	No	0	0		
LFUNDS	10,000	Yes	10,000	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	2,010,000		10,000	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	10,000	1,000,000	0	0	0	0	1,010,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		10,000	1,000,000	0	0	0	0	1,010,000
<b>Amount Not Yet Funded</b>		1,000,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023	017	<b>Priority:</b>	High	<b>ID:</b>	36812
<b>Project Title:</b>	Entrance Park Parking Lot Repaving			<b>Class:</b>	Renovate/Repair	<b>Type/Subtype:</b> Transportation - Rest Areas
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400	<b>Contact E-mail:</b> steve.lynne@lacnm.us
<b>Total project cost:</b>	250,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	2700 East Road Los Alamos NM 87544			<b>Latitude:</b>	35.876052	<b>Longitude:</b> -106.253871
<b>Legislative Language:</b>	To plan and construct repaving of the Entrance Park Parking Lot in Los Alamos County					
<b>Scope of Work:</b>	Plan and construct repaving of the Entrance Park Parking Lot in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	250,000	No	0	0		
DOT	250,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	500,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	250,000	0	0	0	0	250,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	250,000	0	0	0	0	250,000
<b>Amount Not Yet Funded</b>		250,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023	018	<b>Priority:</b>	High		<b>ID:</b>	36816
<b>Project Title:</b>	Park and Ride Stop on Trinity Drive			<b>Class:</b>	Renovate/Repair	<b>Type/Subtype:</b> Transportation - Transit	
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400	<b>Contact E-mail:</b>	steven.lynne@lacnm.us
<b>Total project cost:</b>	200,000			<b>Proposed project start date:</b>	07/01/2022		
<b>Project Location:</b>	20th Street	Los Alamos NM 87544		<b>Latitude:</b>	35.881458	<b>Longitude:</b>	-106.301782
<b>Legislative Language:</b>	To design and construct a Park and Ride bus stop on Trinity Drive in Los Alamos County						
<b>Scope of Work:</b>	To design and construct a Park and Ride bus stop on Trinity Drive with pedestrian connection to Central Avenue in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.						

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	200,000	No	0	0		
DOT	200,000	No	0	0		
FGRANT	200,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	600,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	200,000	0	0	0	0	200,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	200,000	0	0	0	0	200,000
<b>Amount Not Yet Funded</b>		200,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 019 **Priority:** High **ID:**34202  
**Project Title:** Replace Automated Weather Observing System **Class:** Replace Existing **Type/Subtype:** Transportation - Airports  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 300,000 **Proposed project start date:** 07/01/2022  
**Project Location:** 1040 Airport Road Los Alamos NM 87544 **Latitude:** 35.881792 **Longitude:** -106.275337  
**Legislative Language:** To acquire and replace the automated weather observing system at the Los Alamos County Airport.  
**Scope of Work:** Acquire and replace the automated weather observing system at the Los Alamos County Airport. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	300,000	No	0	0		
SGRANT	300,000	No	0	0		
FGRANT	300,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	900,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	300,000	0	0	0	0	300,000
<b>TOTALS</b>		0	300,000	0	0	0	0	300,000
<b>Amount Not Yet Funded</b>		300,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

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Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 020 **Priority:** High **ID:**33113  
**Project Title:** Multi-use Trails-Bikeway-Pedestrian Facilities **Class:** Renovate/Repair **Type/Subtype:** Transportation - Bike/Pedestrian/Equestrian  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 5,133,000 **Proposed project start date:** 07/01/2022  
**Project Location:** Exact route to be determined during Design Phase Los Alamos NM 87544 **Latitude:** 35.881258 **Longitude:** -106.295751  
**Legislative Language:** To design, improve and construct multi-use trails, bikeway and pedestrian facilities in Los Alamos County  
**Scope of Work:** Design, improve and construct multi-use trails, bikeway and pedestrian facilities in Los Alamos County to enhance interconnectivity for residents and visitors to the Manhattan Project National Historical Park (MPNHP). Project may include acquisition of easements as needed. The design phase will include the determination of the route. An RFP will be issued and contract awarded to construct the trails, bikeway and pedestrian paths. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	583,000	Yes	583,000	0	FY2020	
CAP	900,000	No	0	0		
DOT	900,000	No	0	0		
FGRANT	900,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>3,283,000</b>		<b>583,000</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	4,633,000	100,000	100,000	100,000	100,000	0	5,033,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		4,633,000	100,000	100,000	100,000	100,000	0	5,033,000
<b>Amount Not Yet Funded</b>		400,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	100,000	No	No	Yes	No	No	12
2	100,000	No	No	Yes	No	No	12
3	100,000	No	No	Yes	No	No	12
4	100,000	No	No	Yes	No	No	12
5	100,000	No	No	Yes	No	No	12
<b>TOTAL</b>	500,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Oper budget to be established at proj completion						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,847 Los Alamos County citizens in both the townsite and White Rock and the approximately 480,000 annual tourist visitations.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023 021	<b>Priority:</b>	High	<b>ID:</b>	34869
<b>Project Title:</b>	Fuller Lodge Major Facilities Maintenance			<b>Class:</b>	Renovate/Repair
<b>Contact Name:</b>	Steven Lynne			<b>Type/Subtype:</b>	Facilities - Other
<b>Contact Phone:</b>	505-662-8400			<b>Contact E-mail:</b>	steven.lynne@lacnm.us
<b>Total project cost:</b>	2,714,011			<b>Proposed project start date:</b>	07/01/2022
<b>Project Location:</b>	2132 Central Ave Los Alamos NM 87544			<b>Latitude:</b>	35.882025
				<b>Longitude:</b>	-106.302069
<b>Legislative Language:</b>	To plan, design, and construct facilities maintenance and improvements to Fuller Lodge in Los Alamos County.				
<b>Scope of Work:</b>	Plan, design, and construct facilities maintenance and improvements to Fuller Lodge in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	200,000	No	0	0		
SGRANT	200,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	400,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	2,514,011	200,000	0	0	0	0	2,714,011
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		<b>2,514,011</b>	<b>200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,714,011</b>
<b>Amount Not Yet Funded</b>		<b>200,000</b>						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	<b>0</b>						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Oper budget to be established at proj completion						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

Fuller Lodge is a public building used by citizens of and visitors to Los Alamos

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 022 **Priority:** High **ID:**34198  
**Project Title:** Bike Share Program **Class:** Renovate/Repair **Type/Subtype:** Transportation - Bike/Pedestrian/Equestrian  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 100,000 **Proposed project start date:** 07/01/2022  
**Project Location:** 1000 Central Avenue Los Alamos NM 87544 **Latitude:** 35.881638 **Longitude:** -106.296463  
**Legislative Language:** To plan and design a bike share program in the downtown area of Los Alamos County.  
**Scope of Work:** Plan and design a bike share program in the downtown area of Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	100,000	No	0	0		
DOT	100,000	No	0	0		
SGRANT	100,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>300,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	50,000	0	0	0	0	50,000
Design (Engr./Arch.)	No	0	50,000	0	0	0	0	50,000
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	100,000	0	0	0	0	100,000
<b>Amount Not Yet Funded</b>		100,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This bike share program will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 480,000 annual

tourist visitations.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 023 **Priority:** High **ID:**26501  
**Project Title:** Airport Access, Parking Lots, Hangars **Class:** Renovate/Repair **Type/Subtype:** Transportation - Airports  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 1,070,000 **Proposed project start date:** 07/01/2022  
**Project Location:** 1040 Airport Rd Los Alamos NM 87544 **Latitude:** 35.881776 **Longitude:** -106.275364  
**Legislative Language:** To design and construct new access road, parking lots, and hangar sites for the Los Alamos County Airport.  
**Scope of Work:** Design and construct new access road, parking lots, and hangar sites for the Los Alamos County Airport. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	1,070,000	No	0	0		
DOT	1,070,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>2,140,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	1,070,000	0	0	0	0	1,070,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	1,070,000	0	0	0	0	1,070,000
<b>Amount Not Yet Funded</b>		1,070,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023	024	<b>Priority:</b>	High	<b>ID:</b>	26383
<b>Project Title:</b>	Overhead Dist & Pole Replacement			<b>Class:</b>	Replace Existing	<b>Type/Subtype:</b> Other - Utilities (publicly owned)
<b>Contact Name:</b>	Philo Shelton			<b>Contact Phone:</b>	505-662-8148	<b>Contact E-mail:</b> philo.shelton@lacnm.us
<b>Total project cost:</b>	1,400,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	Los Alamos County Los Alamos NM 87544			<b>Latitude:</b>	35.881383	<b>Longitude:</b> -106.295402
<b>Legislative Language:</b>	To acquire and replace aged overhead distribution electric infrastructure and poles in Los Alamos County.					
<b>Scope of Work:</b>	Acquire and replace overhead electric distribution infrastructure & poles including PCB overhead transformers in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	1,400,000	No	0	0		
SGRANT	1,400,000	No	0	0		
LFUNDS	1,400,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	4,200,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	200,000	300,000	300,000	300,000	300,000	1,400,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	200,000	300,000	300,000	300,000	300,000	1,400,000
<b>Amount Not Yet Funded</b>		1,400,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	300,000	No	No	Yes	No	No	7
2	300,000	No	No	Yes	No	No	7
3	300,000	No	No	Yes	No	No	7
4	300,000	No	No	Yes	No	No	7
5	200,000	No	No	Yes	No	No	7
<b>TOTAL</b>	<b>1,400,000</b>						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023 025	<b>Priority:</b>	High	<b>ID:</b>	34199
<b>Project Title:</b>	Trail Waypoint & Kiosk Signage on Trails		<b>Class:</b>	Renovate/Repair	<b>Type/Subtype:</b> Other - Other
<b>Contact Name:</b>	Steven Lynne		<b>Contact Phone:</b>	505-662-8400	<b>Contact E-mail:</b> steven.lynne@lacnm.us
<b>Total project cost:</b>	70,000		<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	Los Alamos County Los Alamos NM 87544		<b>Latitude:</b>	35.881638	<b>Longitude:</b> -106.296463
<b>Legislative Language:</b>	To plan, design and construct trail waypoint signage on trails throughout Los Alamos County.				
<b>Scope of Work:</b>	Plan, design and construct trail waypoint signage on trails throughout Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	35,000	No	0	0	FY2020	
LFUNDS	35,000	No	0	0		
LFUNDS	35,000	Yes	35,000	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	105,000		35,000	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	35,000	35,000	0	0	0	0	70,000
TOTALS		35,000	35,000	0	0	0	0	70,000
Amount Not Yet Funded		35,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This trail waypoint signage project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 480,000

annual tourist visitations.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 026 **Priority:** High **ID:**25474  
**Project Title:** Major Network Replacement **Class:** Renovate/Repair **Type/Subtype:** Other - Other  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 1,300,000 **Proposed project start date:** 07/01/2022  
**Project Location:** 1000 Central Avenue Los Alamos NM 87544 **Latitude:** 35.881383 **Longitude:** -106.295402  
**Legislative Language:** To acquire and replace network hardware and expand fiber connections in the Los Alamos County network.  
**Scope of Work:** Acquire and replace network hardware and expand fiber connections. This project replaces outmoded network hardware such as servers and expands fiber connections in the Los Alamos County network and includes major ERP upgrades, public wireless implementation and public internet updates. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	1,300,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>1,300,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	300,000	250,000	250,000	250,000	250,000	0	1,300,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		300,000	250,000	250,000	250,000	250,000	0	1,300,000
<b>Amount Not Yet Funded</b>		1,000,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	300,000	No	No	Yes	No	No	9
2	250,000	No	No	Yes	No	No	9
3	250,000	No	No	Yes	No	No	9
4	250,000	No	No	Yes	No	No	9
5	250,000	No	No	Yes	No	No	9
<b>TOTAL</b>	1,300,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This network project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 480,000 annual tourist

visitations.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023	027	<b>Priority:</b>	High	<b>ID:</b>	34866
<b>Project Title:</b>	20th to 15th Street Road Extension			<b>Class:</b>	Renovate/Repair	<b>Type/Subtype:</b> Transportation - Highways/Roads/Bridges
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400	<b>Contact E-mail:</b> steven.lynne@lacnm.us
<b>Total project cost:</b>	1,500,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	20th Street	Los Alamos NM 87544		<b>Latitude:</b>	35.880689	<b>Longitude:</b> -106.301753
<b>Legislative Language:</b>	To design and construction a road extension from 20th Street to 15th Street in Los Alamos County					
<b>Scope of Work:</b>	Design and construct a road extension from 20th Street to 15th Street. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	1,200,000	No	0	0		
DOT	1,200,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	2,400,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	1,500,000	0	0	0	0	1,500,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	1,500,000	0	0	0	0	1,500,000
<b>Amount Not Yet Funded</b>		1,500,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	6
2	0	No	No	No	No	No	14
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Oper budget to be established at proj completion						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 028 **Priority:** High **ID:**34863

**Project Title:** Tourism Wayfinding Signage **Class:** Renovate/Repair **Type/Subtype:** Transportation - Other

**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us

**Total project cost:** 775,000 **Proposed project start date:** 07/01/2022

**Project Location:** 1000 Central Ave Los Alamos NM 87544 **Latitude:** 35.881638 **Longitude:** -106.296463

**Legislative Language:** To procure, construct and install tourism wayfinding directional and identification signage for Los Alamos County.

**Scope of Work:** A wayfinding analysis and completion of final design was completed in August 2017 by a consultant. The next portion of the project will be to procure and install all the recommended signs (total quantity of approximately 133) at the recommended locations throughout Los Alamos County. This project is shovel-ready with the design complete. The project is also scalable such that the total number of signs can be divided and procured and installed over one or more years as funding is available. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	51,000	Yes	51,000	51,000	FY2018	
LFUNDS	174,800	Yes	174,800	0		
CAP	325,000	No	0	0		
SGRANT	325,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>875,800</b>		<b>225,800</b>	<b>51,000</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	Yes	0	0	0	0	0	0	0
Construction	No	450,000	325,000	0	0	0	0	775,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		450,000	325,000	0	0	0	0	775,000
<b>Amount Not Yet Funded</b>		325,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

# Infrastructure Capital Improvement Plan FY2023-2027

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Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	10,000	10,000	10,000	10,000	40,000
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

## More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The project will benefit visitors to the region surrounding Los Alamos County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

The project will benefit regional citizens (approx 28,000 in NM District 43 and surrounding areas) and the approximately 480,000 annual tourist visitations to Los

Alamos County.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 029 **Priority:** High **ID:**34203  
**Project Title:** White Rock Visitors Center Restrooms **Class:** Renovate/Repair **Type/Subtype:** Facilities - Other  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 500,000 **Proposed project start date:** 07/01/2022  
**Project Location:** 115 NM-4 Los Alamos NM 87544 **Latitude:** 35.822641 **Longitude:** -106.222511  
**Legislative Language:** To plan, design and construct restrooms and a vending area at the White Rock Visitors Center to accommodate visitors to the Bandelier National Monument in Los Alamos County.  
**Scope of Work:** Plan, design and construct restrooms and a vending area at the White Rock Visitors Center to accommodate visitors to the Bandelier National Monument in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	500,000	No	0	0		
SGRANT	500,000	No	0	0		
FGRANT	500,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>1,500,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	



# Infrastructure Capital Improvement Plan FY2023-2027

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Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	500,000	0	0	0	0	500,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	500,000	0	0	0	0	500,000
<b>Amount Not Yet Funded</b>		500,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No
- (d) Regionalism - Does the project directly benefit an entity other than itself? No
- If yes, please list the other entity.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No
- Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No
- If yes, please explain.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
- If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 480,000 annual tourist visitations.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023 030	<b>Priority:</b>	High	<b>ID:</b>	31549
<b>Project Title:</b>	Trinity Drive Safety Improvements			<b>Class:</b>	New
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400
<b>Total project cost:</b>	7,860,000			<b>Contact E-mail:</b>	steven.lynne@lacnm.us
<b>Proposed project start date:</b>	07/01/2022				
<b>Project Location:</b>	Trinity and Oppenheimer Drive Los Alamos NM 87544			<b>Latitude:</b>	35.881331
<b>Legislative Language:</b>	<b>Longitude:</b> -106.306014				
<b>Scope of Work:</b>	To design and construct safety improvements at Trinity Drive intersections in Los Alamos County.				
	Design and construct safety improvements at the intersection of Trinity Drive and Oppenheimer Drive in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	4,450,000	No	0	0		
DOT	4,450,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	8,900,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	4,450,000	3,410,000	0	0	0	0	7,860,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		4,450,000	3,410,000	0	0	0	0	7,860,000
<b>Amount Not Yet Funded</b>		3,410,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Oper budget to be established at proj completion						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No
- (d) Regionalism - Does the project directly benefit an entity other than itself? No
- If yes, please list the other entity.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
- Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No
- If yes, please explain.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
- If yes, please explain and provide the number of people that will benefit from the project.

This project will benefit the 18,738 citizens of Los Alamos County, visitors and commuters by improving safety on Trinity Drive.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023	031	<b>Priority:</b>	High	<b>ID:</b>	25169
<b>Project Title:</b>	URD Replacement (cables, jboxes, pedest			<b>Class:</b>	Replace Existing	<b>Type/Subtype:</b> Other - Utilities (publicly owned)
<b>Contact Name:</b>	Philo Shelton			<b>Contact Phone:</b>	505-662-8148	<b>Contact E-mail:</b> philo.shelton@lacnm.us
<b>Total project cost:</b>	3,700,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	Los Alamos County Los Alamos NM 87544			<b>Latitude:</b>	35.881383	<b>Longitude:</b> -106.295402
<b>Legislative Language:</b>	To acquire and replace aged Underground Electric infrastructure in Los Alamos County.					
<b>Scope of Work:</b>	Acquire and replace aged underground electric infrastructure including cables, jboxes and pedestals in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	3,700,000	No	0	0		
SGRANT	3,700,000	No	0	0		
LFUNDS	3,700,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	11,100,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

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Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	500,000	800,000	800,000	800,000	800,000	3,700,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	500,000	800,000	800,000	800,000	800,000	3,700,000
<b>Amount Not Yet Funded</b>		3,700,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	500,000	No	No	Yes	No	No	8
2	800,000	No	No	Yes	No	No	8
3	800,000	No	No	Yes	No	No	8
4	800,000	No	No	Yes	No	No	8
5	800,000	No	No	Yes	No	No	8
<b>TOTAL</b>	3,700,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No
- (d) Regionalism - Does the project directly benefit an entity other than itself? No
- If yes, please list the other entity.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
- Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No
- If yes, please explain.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
- If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 032 **Priority:** High **ID:**25481  
**Project Title:** Public Safety Radio System **Class:** Renovate/Repair **Type/Subtype:** Equipment - Public Safety Equipment  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 2,074,000 **Proposed project start date:** 07/01/2022  
**Project Location:** County-wide Los Alamos NM 87544 **Latitude:** 35.881383 **Longitude:** -106.295402  
**Legislative Language:** To plan and acquire an integrated radio system in Los Alamos County to include public safety, county operations, and Los Alamos Public Schools.  
**Scope of Work:** Integrated radio system including public safety, County operations, and schools. Police and Fire need to be able to communicate with other non-County agencies, such as state and federal governments, including mutual aide channels. The dispatch center at the Police Department will continue to provide patch through capabilities to entities currently configured on the existing radio network. The recommended voice radio system will provide voice and low speed data communications throughout the County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	74,000	Yes	0	0		FY2020 Budget
CAP	2,000,000	No	0	0		
SGRANT	2,000,000	No	0	0		
FGRANT	2,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>6,074,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	74,000	0	0	0	0	0	74,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	2,000,000	0	0	0	0	2,000,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		74,000	2,000,000	0	0	0	0	2,074,000
<b>Amount Not Yet Funded</b>		2,000,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 480,000 annual tourist visitations.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

## ICIP Capital Project Description

**Year/Rank** 2023 033 **Priority:** High **ID:**29911

**Project Title:** Fiber Middle Mile & Backbone **Class:** Renovate/Repair **Type/Subtype:** Other - Other

**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us

**Total project cost:** 4,000,000 **Proposed project start date:** 07/01/2022

**Project Location:** Los Alamos County Los Alamos NM 87544 **Latitude:** 35.881257 **Longitude:** -106.295757

**Legislative Language:** To design and construct the fiber middle mile and backbone project connecting to Los Alamos County.

**Scope of Work:** Design and construct fiber pathway connecting to Los Alamos to increase available bandwidth to support economic development. Through a multi-agency grant from the federal government, six of seven partnering agencies have previously been connected. Los Alamos County remains the only participant in this project that still required a fiber connection. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

### Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	3,123,562	Yes	2,000,000	0	FY2018-19	
CAP	275,000	Yes	275,000	0	FY2016	
CAP	4,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>7,398,562</b>		<b>2,275,000</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	2,000,000	2,000,000	0	0	0	0	4,000,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		2,000,000	2,000,000	0	0	0	0	4,000,000
<b>Amount Not Yet Funded</b>		2,000,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Oper expenses will be budgeted when proj complete
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	San Ildefonso or Santa Clara Pueblos & LAC	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
- If yes, please list the other entity.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
- Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
- If yes, please explain. There is a regional benefit to the middle mile project to design and construct fiber pathway from Santa Fe to Los Alamos to increase available bandwidth to support economic development.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

Fiber Middle Mile impacts the availability of broadband for existing businesses.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 034 **Priority:** High **ID:**33130  
**Project Title:** ADA Transition Plan **Class:** Renovate/Repair **Type/Subtype:** Transportation - Other  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 165,000 **Proposed project start date:** 07/01/2022  
**Project Location:** Los Alamos County Los Alamos NM 87544 **Latitude:** 35.881383 **Longitude:** -106.295402  
**Legislative Language:** To plan and implement the transition plan for ADA transportation in Los Alamos County.  
**Scope of Work:** Plan and implement transition plan for ADA transportation in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	100,000	No	0	0		
LFUNDS	65,000	Yes	65,000	65,000	FY2018	
DOT	100,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	265,000		65,000	65,000		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.								
	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	65,000	50,000	0	0	0	0	115,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	0	50,000	0	0	0	50,000
<b>TOTALS</b>		65,000	50,000	50,000	0	0	0	165,000
<b>Amount Not Yet Funded</b>		100,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	50,000	Yes	No	No	No	No	6
2	50,000	No	No	Yes	No	No	6
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	100,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This transportation project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 480,000 annual

tourist visitations.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

## ICIP Capital Project Description

**Year/Rank** 2023 035 **Priority:** High **ID:**34870

**Project Title:** Metropolitan Redevelopment Area Plan **Class:** Renovate/Repair **Type/Subtype:** Other - Other

**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynne@lacnm.us

**Total project cost:** 50,000 **Proposed project start date:** 07/01/2022

**Project Location:** Los Alamos County Los Alamos NM 87544 **Latitude:** **Longitude:**

**Legislative Language:** To plan and acquire a Metropolitan Redevelopment Area Plan for Los Alamos County.

**Scope of Work:** Plan and acquire a Metropolitan Redevelopment Area Plan for Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	50,000	No	0	0		
SGRANT	50,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	100,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	50,000	0	0	0	0	50,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	50,000	0	0	0	0	50,000
<b>Amount Not Yet Funded</b>		50,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						N/A
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023	036	<b>Priority:</b>	High	<b>ID:</b>	31550
<b>Project Title:</b>	Storm Water Management			<b>Class:</b>	Renovate/Repair	<b>Type/Subtype:</b> Water - Storm/Surface Water Control
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400	<b>Contact E-mail:</b> steven.lynne@lacnm.us
<b>Total project cost:</b>	1,500,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	Los Alamos County	Los Alamos NM 87544		<b>Latitude:</b>	35.881383	<b>Longitude:</b> -106.295402
<b>Legislative Language:</b>	To design and improve storm water management in Los Alamos County.					
<b>Scope of Work:</b>	Design and improve storm water management in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	1,500,000	No	0	0		
SGRANT	1,500,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	3,000,000		0	0		

	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
<b>Water Rights</b>	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	500,000	500,000	500,000	0	0	1,500,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	500,000	500,000	500,000	0	0	1,500,000
<b>Amount Not Yet Funded</b>		1,500,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	500,000	No	No	Yes	No	No	6
2	500,000	No	No	Yes	No	No	6
3	500,000	No	No	Yes	No	No	6
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	1,500,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This storm water management project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 480,000

annual tourist visitations.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ICIP Capital Project Description

**Year/Rank** 2023 037 **Priority:** High **ID:**34207  
**Project Title:** Recreation Trail Restoration **Class:** Renovate/Repair **Type/Subtype:** Other - Other  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 500,000 **Proposed project start date:** 07/01/2022  
**Project Location:** Los Alamos County Los Alamos NM 87544 **Latitude:** 35.881383 **Longitude:** -106.295402  
**Legislative Language:** To plan, design and construct improvements to path and footing on existing trails in Los Alamos County.  
**Scope of Work:** Plan, design and construct improvements to path and footing on existing trails in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	500,000	No	0	0		
DOT	500,000	No	0	0		
FGRANT	500,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>1,500,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	500,000	0	0	0	0	500,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	500,000	0	0	0	0	500,000
<b>Amount Not Yet Funded</b>		500,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Oper budget to be established at proj completion						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 480,000 annual tourist visitations

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023	038	<b>Priority:</b>	High	<b>ID:</b>	33121
<b>Project Title:</b>	Transit Fleet Expansion to support Bandelier Shutt			<b>Class:</b>	Renovate/Repair	<b>Type/Subtype:</b> Transportation - Transit
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400	<b>Contact E-mail:</b> steven.lynne@lacnm.us
<b>Total project cost:</b>	650,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	101 Camino Entrada Los Alamos NM 87544			<b>Latitude:</b>	35.877293	<b>Longitude:</b> -106.260967
<b>Legislative Language:</b>	To purchase transit buses for Los Alamos County.					
<b>Scope of Work:</b>	Purchase transit vehicles to expand the fleet for Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	650,000	No	0	0		
SGRANT	650,000	No	0	0		
DOT	650,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,950,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	650,000	0	0	0	0	650,000
<b>TOTALS</b>		0	650,000	0	0	0	0	650,000
<b>Amount Not Yet Funded</b>		650,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This transit project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 480,000 annual tourist

visitations.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 039 **Priority:** High **ID:**25256  
**Project Title:** Non Potable Water System Expansion **Class:** New **Type/Subtype:** Water - Other  
**Contact Name:** Philo Shelton **Contact Phone:** 505-662-8148 **Contact E-mail:** philo.shelton@lacnm.us  
**Total project cost:** 8,204,000 **Proposed project start date:** 07/01/2022  
**Project Location:** Los Alamos & White Rock Los Alamos NM 87544 **Latitude:** 35.89453 **Longitude:** -106.29451  
**Legislative Language:** To construct the expansion of non-potable water system and promote water conservation in Los Alamos County.  
**Scope of Work:** Construct the expansion of non-potable water system and promote water conservation in Los Alamos County. The planning and design phases are currently completed. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	2,650,000	Yes	2,650,000	0		Local-Grant-Loan
CAP	2,650,000	No	0	0		
NMED	2,650,000	No	0	0		
SGRANT	2,650,000	No	0	0		
SGRANT	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>10,600,000</b>		<b>2,650,000</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	Yes	1,325,000	0	0	0	0	0	1,325,000
Design (Engr./Arch.)	Yes	1,325,000	0	0	0	0	0	1,325,000
Construction	No	0	2,500,000	720,000	750,000	804,000	780,000	5,554,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		2,650,000	2,500,000	720,000	750,000	804,000	780,000	8,204,000
<b>Amount Not Yet Funded</b>		5,554,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	700,000	No	No	Yes	No	No	12
2	825,000	No	No	Yes	No	No	12
3	3,339,500	No	No	Yes	No	No	12
4	3,339,500	No	No	Yes	No	No	12
5	0	No	No	No	No	No	12
<b>TOTAL</b>	8,204,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and Yes

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 040 **Priority:** High **ID:**25489  
**Project Title:** Betty Ehart Senior Center Facilities Improvements **Class:** Renovate/Repair **Type/Subtype:** Facilities - Senior Facilities  
**Contact Name:** Steven Lynne **Contact Phone:** 505-663-1750 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 1,575,000 **Proposed project start date:** 07/01/2022  
**Project Location:** 1101 Bathtub Row Los Alamos NM 87544 **Latitude:** 35.882763 **Longitude:** -106.302645  
**Legislative Language:** To furnish and construct improvements to the Betty Ehart Senior Center in Los Alamos County.  
**Scope of Work:** Furnish and construct improvements to the Betty Ehart Senior Center to include upgrades or replacements of HVAC, electrical, finish replacements/upgrades to improve the facility and make it more energy efficient. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	1,200,000	No	0	0		
ALTSD	1,200,000	No	0	0		
LFUNDS	50,000	Yes	50,000	0	FY2020	Study
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>2,450,000</b>		<b>50,000</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	Yes	125,000	0	0	0	0	0	125,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	1,450,000	0	0	0	0	1,450,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		125,000	1,450,000	0	0	0	0	1,575,000
<b>Amount Not Yet Funded</b>		1,450,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Included in Major Facilities Maint Budget
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos Retired and Senior Organization	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	Yes		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Betty Ehart Senior Center has 4,754 registered seniors receiving services.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023 041	<b>Priority:</b>	High	<b>ID:</b>	34219
<b>Project Title:</b>	Overlook Park Ballfield Lights			<b>Class:</b>	Renovate/Repair
<b>Contact Name:</b>	Steven Lynne			<b>Type/Subtype:</b>	Facilities - Other
<b>Contact Phone:</b>	505-662-8400			<b>Contact E-mail:</b>	steven.lynne@lacnm.us
<b>Total project cost:</b>	900,000			<b>Proposed project start date:</b>	07/01/2022
<b>Project Location:</b>	Overlook Road Los Alamos NM 87544			<b>Latitude:</b>	35.825666
				<b>Longitude:</b>	-106.187417
<b>Legislative Language:</b>	To acquire and install ballfield lights for three fields at Overlook Park in Los Alamos County.				
<b>Scope of Work:</b>	Acquire and install ballfield lights for three fields at Overlook Park Ballfields in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	900,000	No	0	0		
SGRANT	900,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,800,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	900,000	0	0	0	0	900,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	900,000	0	0	0	0	900,000
<b>Amount Not Yet Funded</b>		900,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

**ICIP Capital Project Description**

**Year/Rank** 2023 042 **Priority:** High **ID:**27951

**Project Title:** Jemez Mtns Regional Fire Prot Phase 2 **Class:** Renovate/Repair **Type/Subtype:** Water - Other

**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us

**Total project cost:** 21,305,600 **Proposed project start date:** 07/01/2022

**Project Location:** Camp May Road, Pajarito Mountain Los Alamos NM 87544 **Latitude:** 35.89635 **Longitude:** -106.39606

**Legislative Language:** To construct the Jemez Mountain Regional Fire Protection Phase 2 in Los Alamos County NM.

**Scope of Work:** Construct a water system for a reliable water supply and fire suppression for regional fire protection. The project will establish a reliable water supply to the fire protection system located on Pajarito Mountain at the Ski Lodge. Benefits derived from the project will include additional fire hydrants and domestic water supply along Camp May Rd to protect County, Forest Service, National Preserve and private ski hill properties. Phase 1 proved beneficial during the 2011 Las Conchas firefighting effort as it prevented the advance of the fire into Los Alamos. In addition helicopters were able to utilize upper pond for filling buckets while in flight. The project will pump water up the mountain to fill the fire protection tank and the mountain-top pond to ensure water availability for fire protection. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

<b>Secured and Potential Funding Budget:</b>						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
<b>Funding Source(s)</b>	<b>Funding Amount</b>	<b>Applied For? Yes or No</b>	<b>Amount Secured</b>	<b>Amt Expended to Date</b>	<b>Date(s) Received</b>	<b>Comment</b>
<b>LFUNDS</b>	280,600	Yes	280,600	280,600	<b>2007-2008</b>	
<b>CAP</b>	650,000	Yes	650,000	650,000	<b>2007-2008</b>	
<b>LGRANT</b>	375,000	Yes	375,000	375,000	<b>2014</b>	
<b>OTHER</b>	10,000,000	No	0	0		
<b>CAP</b>	10,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>21,305,600</b>		<b>1,305,600</b>	<b>1,305,600</b>		

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	No	50,000	0	0	0	0	0	50,000
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	Yes	325,000	0	0	0	0	0	325,000
Construction	No	930,600	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	20,930,600
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		1,305,600	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	21,305,600
<b>Amount Not Yet Funded</b>		20,000,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	4,000,000	No	No	Yes	No	No	12
2	4,000,000	No	No	Yes	No	No	12
3	4,000,000	No	No	Yes	No	No	12
4	4,000,000	No	No	Yes	No	No	12

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

5	4,000,000	No	No	Yes	No	No	12
<b>TOTAL</b>	<b>20,000,000</b>						

Has your local government/agency budgeted for operating expenses for the project when it is completed?							No
If no, please explain why: Will include in future budget upon proj completion							
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>	
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0	
Annual Operating Revenues	0	0	0	0	0	0	

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

## More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No
- (d) Regionalism - Does the project directly benefit an entity other than itself? No
- If yes, please list the other entity.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
- Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure that projects are managed on time and on budget.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No
- If yes, please explain.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?**

Yes

**If yes, please explain and provide the number of people that will benefit from the project.**

Supports all surrounding areas of Pajarito Mountain including Forest Service, Valles Caldera, Bandelier National Monument, Pajarito Ski Hill, LANL and Los Alamos County residents

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

Yes

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

Enhances fire suppression capabilities on Pajarito Mountain and adjacent forest land to protect Los Alamos National Laboratory and the County

## ATTACHMENT F

<b>Year/Rank</b>	2023 043	<b>Priority:</b>	High	<b>ID:</b>	36705
<b>Project Title:</b>	Fire Station Facilities Maintenance			<b>Class:</b>	Renovate/Repair
<b>Contact Name:</b>	Steven Lynne			<b>Type/Subtype:</b>	Facilities - Fire Facilities
<b>Contact Phone:</b>	505-662-8400			<b>Contact E-mail:</b>	steven.lynne@lacnm.us
<b>Total project cost:</b>	660,000			<b>Proposed project start date:</b>	07/01/2022
<b>Project Location:</b>	457 Los Alamos Ave Los Alamos NM 87544			<b>Latitude:</b>	35.8812053
				<b>Longitude:</b>	-106.2931046
<b>Legislative Language:</b>	To plan, design, and construct facilities maintenance and improvements to the Fire Stations in Los Alamos County.				
<b>Scope of Work:</b>	Plan, design, and construct facilities maintenance and improvements to the Fire Stations in Los Alamos. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	660,000	No	0	0		
SGRANT	660,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,320,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	660,000	0	0	0	0	660,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	660,000	0	0	0	0	660,000
<b>Amount Not Yet Funded</b>		660,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Oper budget to be established at proj completion						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. The Fire Stations are used for the safety and protection of all 18,738 citizens of and

477,700 visitors to Los Alamos County.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ATTACHMENT F

<b>Year/Rank</b>	2023 044	<b>Priority:</b>	High	<b>ID:</b>	36795
<b>Project Title:</b>	El Vado Ultrasonic Flow Meter			<b>Class:</b>	Renovate/Repair
<b>Contact Name:</b>	Philo Shelton			<b>Type/Subtype:</b>	Other - Utilities (publicly owned)
<b>Contact Phone:</b>				<b>Contact E-mail:</b>	philo.shelton@lacnm.us
<b>Total project cost:</b>	530,000			<b>Proposed project start date:</b>	07/01/2022
<b>Project Location:</b>	1000 Central Ave Los Alamos NM 87544			<b>Latitude:</b>	35.881531
				<b>Longitude:</b>	-106.295671
<b>Legislative Language:</b>	To plan and construct an Ultrasonic Flow Meter at the El Vado Plant in Los Alamos County.				
<b>Scope of Work:</b>	Plan and construct an Ultrasonic Flow Meter at the El Vado Plant in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	530,000	No	0	0		
LFUNDS	530,000	No	0	0		
NMED	530,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,590,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

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ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	440,000	90,000	0	0	0	0	530,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		440,000	90,000	0	0	0	0	530,000
<b>Amount Not Yet Funded</b>		90,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023 045	<b>Priority:</b>	High	<b>ID:</b>	33153
<b>Project Title:</b>	White Rock Key Steel Valve Project Phase 1			<b>Class:</b>	Replace Existing
<b>Contact Name:</b>	Philo Shelton			<b>Type/Subtype:</b>	Other - Utilities (publicly owned)
<b>Contact Phone:</b>	505-662-8148			<b>Contact E-mail:</b>	philo.shelton@lacnm.us
<b>Total project cost:</b>	870,000			<b>Proposed project start date:</b>	07/01/2022
<b>Project Location:</b>	White Rock Los Alamos NM 87544			<b>Latitude:</b>	35.820636
<b>Longititude:</b>					-106.206009
<b>Legislative Language:</b>	To acquire and replace steel gas valves throughout White Rock in Los Alamos County.				
<b>Scope of Work:</b>	Acquire and replace steel gas valves throughout White Rock in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	281,000	No	0	0		
LFUNDS	281,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	562,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	281,000	290,000	299,000	0	0	0	870,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		281,000	290,000	299,000	0	0	0	870,000
<b>Amount Not Yet Funded</b>		589,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	290,000	No	No	Yes	No	No	8
2	299,000	No	No	Yes	No	No	8
3	0	No	No	No	No	No	8
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	589,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

Year/Rank	2023	046	Priority:	High		ID:	36827
Project Title:	Eight Plex Tennis Court			Class:	Renovate/Repair	Type/Subtype:	Facilities - Other
Contact Name:	Harry Burgess			Contact Phone:	505-662-8400	Contact E-mail:	harry.burgess@lacnm.us
Total project cost:	650,000			Proposed project start date:	07/01/2022		
Project Location:	1000 Central Ave Los Alamos NM 87544			Latitude:	35.881526	Longitude:	-106.295671
Legislative Language:	To plan and construct an eight plex tennis court in Los Alamos County.						
Scope of Work:	Plan and construct an eight plex tennis court in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.						

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	650,000	No	0	0		
LFUNDS	650,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,300,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	150,000	500,000	0	0	0	0	650,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		150,000	500,000	0	0	0	0	650,000
<b>Amount Not Yet Funded</b>		500,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023 047	<b>Priority:</b>	High	<b>ID:</b>	33137
<b>Project Title:</b>	Compost Facility Expansion			<b>Class:</b>	New
<b>Contact Name:</b>	Steven Lynne			<b>Type/Subtype:</b>	Other - Solid Waste
<b>Contact Phone:</b>	505-662-8400			<b>Contact E-mail:</b>	steven.lynne@lacnm.us
<b>Total project cost:</b>	495,000			<b>Proposed project start date:</b>	07/01/2022
<b>Project Location:</b>	3701 E. Jemez Road Los Alamos NM 87544			<b>Latitude:</b>	35.878351
				<b>Longitude:</b>	-106.318774
<b>Legislative Language:</b>	to design and implement a food composting program to serve residents and commercial businesses in Los Alamos county				
<b>Scope of Work:</b>	To design and implement a food composting program to serve residents and commercial businesses in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	495,000	No	0	0		
SGRANT	495,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	990,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	495,000	0	0	0	0	495,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	495,000	0	0	0	0	495,000
<b>Amount Not Yet Funded</b>		495,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. This will provide benefit to the 18,738 citizens of Los Alamos County

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 048 **Priority:** High **ID:**36487  
**Project Title:** Carbon Free Power Project - Design & Permitting **Class:** Renovate/Repair **Type/Subtype:** Other - Utilities (publicly owned)  
**Contact Name:** Philo Shelton **Contact Phone:** 505-662-8148 **Contact E-mail:** philo.shelton@lacnm.us  
**Total project cost:** 2,200,000 **Proposed project start date:** 07/01/2022  
**Project Location:** 1000 Central Avenue Los Alamos NM 87544 **Latitude:** 35.881632 **Longitude:** -106.295752  
**Legislative Language:** To participate in the design and permitting phase of the Carbon Free Power Project for Los Alamos County.  
**Scope of Work:** To participate in the design and permitting phase of the Carbon Free Power Project. Los Alamos County is a voting member of Utah Associated Municipal Power Systems which will own and operate the 600 MW power generation project consisting of 12 small modular nuclear reactors. Los Alamos County is pursuing 11 MW of power from the project. Los Alamos County has a Power Purchase Agreement with Utah Associated Municipal Power Systems.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	145,540	Yes	145,540	0	FY2020	
CAP	1,000,000	No	0	0		
LFUNDS	1,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	2,145,540		145,540	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	Yes	145,540	0	0	0	0	0	145,540
Design (Engr./Arch.)	No	1,054,460	1,000,000	0	0	0	0	2,054,460
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		1,200,000	1,000,000	0	0	0	0	2,200,000
<b>Amount Not Yet Funded</b>		1,000,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Utah Associated	Utah Associated	Utah Associated	Department of Energy	Utah Associated	Utah Associated
	Municipal Power Systems	Municipal Power Systems	Municipal Power Systems		Municipal Power Systems	Municipal Power Systems
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

Please explain.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

A cleaner power supply will benefit all 18,738 Los Alamos County residents along with

the Los Alamos National Laboratory.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ATTACHMENT F

<b>Year/Rank</b>	2023	049	<b>Priority:</b>	High	<b>ID:</b>	36793
<b>Project Title:</b>	Ice Rink Cooling System			<b>Class:</b>	Renovate/Repair	
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400	
<b>Total project cost:</b>	2,500,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	4475 West Rd Los Alamos NM 87544			<b>Latitude:</b>	35.880275	
<b>Legislative Language:</b>	To construct and acquire a Cooling System at the Ice Rink in Los Alamos County.					
<b>Scope of Work:</b>	Construct and acquire a Cooling System at the Ice Rink in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	2,500,000	No	0	0		
LFUNDS	2,500,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	5,000,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	2,500,000	0	0	0	0	2,500,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	2,500,000	0	0	0	0	2,500,000
<b>Amount Not Yet Funded</b>		2,500,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. This project will provide a benefit to the 18,738 Los Alamos County citizens in both

the townsite and White Rock and the approximately 477,700 annual tourist visitors.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023	050	<b>Priority:</b>	High	<b>ID:</b>	33163
<b>Project Title:</b>	Softball and Multi-Use Fields			<b>Class:</b>	Renovate/Repair	<b>Type/Subtype:</b> Facilities - Other
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400	<b>Contact E-mail:</b> steven.lynne@lacnm.us
<b>Total project cost:</b>	500,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	Overlook Park Los Alamos NM 87544			<b>Latitude:</b>	35.825251	<b>Longitude:</b> -106.188669
<b>Legislative Language:</b>	To design and upgrade softball and play sports fields in Los Alamos County.					
<b>Scope of Work:</b>	Design and upgrade softball and play sports fields to promote recreation and tourism in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	500,000	No	0	0		
LFUNDS	500,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,000,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	500,000	0	0	0	0	500,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	500,000	0	0	0	0	500,000
<b>Amount Not Yet Funded</b>		500,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 480,000 annual tourist visitations.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

Year/Rank	2023	051	Priority:	High		ID:36801
Project Title:	Downtown Structured Parking			Class:	Renovate/Repair	Type/Subtype: Transportation - Other
Contact Name:	Steven Lynne			Contact Phone:	505-662-8400	Contact E-mail: steven.lynne@lacnm.us
Total project cost:	10,000,000			Proposed project start date:	07/01/2022	
Project Location:	Unknown Location in Los Alamos County			Los Alamos NM 87544	Latitude:	Longitude:
Legislative Language:	To plan, design and construct downtown structured parking in Los Alamos County					
Scope of Work:	Plan, design and construct downtown structured parking in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	10,000,000	No	0	0		
LFUNDS	10,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	20,000,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	0	0	0	0	0	0
Construction	No	0	10,000,000	0	0	0	0	10,000,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	10,000,000	0	0	0	0	10,000,000
<b>Amount Not Yet Funded</b>		10,000,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

Year/Rank	2023	052	Priority:	High		ID:36821
Project Title:	Abandon Guaje Well 1A & Drill New Guaje Well 1B			Class:	Renovate/Repair	Type/Subtype: Water - Water Supply
Contact Name:	Philo Shelton			Contact Phone:	505-662-8148	Contact E-mail: philo.shelton@lacnm.us
Total project cost:	4,500,000			Proposed project start date:	07/01/2022	
Project Location:	Guaje Canyon Rd Los Alamos NM 87544			Latitude:	35.917337	Longitude: -106.234610
Legislative Language:	To abandon Guaje Well 1A and construct new Guaje Well 1B in Los Alamos County.					
Scope of Work:	Abandon Guaje Well 1A and construct new Guaje Well 1B in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	4,500,000	No	0	0		
NMED	4,500,000	No	0	0		
NMEDL	4,500,000	No	0	0		
LFUNDS	4,500,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	18,000,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	4,500,000	0	0	0	0	4,500,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	4,500,000	0	0	0	0	4,500,000
<b>Amount Not Yet Funded</b>		4,500,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens in both

the townsite and White Rock.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023	053	<b>Priority:</b>	High	<b>ID:</b>	34232
<b>Project Title:</b>	Los Alamos Wastewater Treatment Plant Upgrades			<b>Class:</b>	Renovate/Repair	<b>Type/Subtype:</b> Water - Wastewater
<b>Contact Name:</b>	Philo Shelton			<b>Contact Phone:</b>	505-662-8148	<b>Contact E-mail:</b> philo.shelton@lacnm.us
<b>Total project cost:</b>	1,292,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	1000 Central Ave Los Alamos NM 87544			<b>Latitude:</b>	35.881531	<b>Longitude:</b> -106.295671
<b>Legislative Language:</b>	To construct upgrades and improvements to the Los Alamos Wastewater Treatment Plant in Los Alamos County.					
<b>Scope of Work:</b>	Construct upgrades and improvements to the Los Alamos Wastewater Treatment Plant in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	1,292,000	No	0	0		
NMED	1,292,000	No	0	0		
LFUNDS	1,292,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>3,876,000</b>		<b>0</b>	<b>0</b>		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	375,000	0	0	0	0	0	375,000
Design (Engr./Arch.)	N/A	0	300,000	300,000	0	317,000	0	917,000
Construction	No	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		375,000	300,000	300,000	0	317,000	0	1,292,000
<b>Amount Not Yet Funded</b>		917,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	375,000	Yes	No	No	No	No	12
2	300,000	No	Yes	No	No	No	12
3	300,000	No	Yes	No	No	No	12
4	317,000	No	Yes	No	No	No	12
5	0	No	No	No	No	No	0
<b>TOTAL</b>	1,292,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

This wastewater treatment plant project will provide a benefit to the 18,738 Los

Alamos County citizens in both the townsite and White Rock.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 054 **Priority:** High **ID:**26496  
**Project Title:** Event Center **Class:** Renovate/Repair **Type/Subtype:** Facilities - Other  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 1,800,000 **Proposed project start date:** 07/01/2022  
**Project Location:** Los Alamos County - To be determined Los Alamos NM 87544 **Latitude:** 35.881632 **Longitude:** -106.295752  
**Legislative Language:** To plan, design and construct an event center in Los Alamos County.  
**Scope of Work:** Plan, design and construct an event center in Los Alamos County. Specific location to be determined. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	1,800,000	No	0	0		
SGRANT	1,800,000	No	0	0		
LFUNDS	1,800,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>5,400,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	1,800,000	0	0	0	0	1,800,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	1,800,000	0	0	0	0	1,800,000
<b>Amount Not Yet Funded</b>		1,800,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Oper budget to be established at proj completion						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project. An event center would provide services to all 18,738 citizens of Los Alamos County

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023	055	<b>Priority:</b>	High	<b>ID:</b>	36807
<b>Project Title:</b>	Mountain Bike Trail Amenities			<b>Class:</b>	Renovate/Repair	<b>Type/Subtype:</b> Transportation - Bike/Pedestrian/Equestrian
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400	<b>Contact E-mail:</b> steven.lynne@lacnm.us
<b>Total project cost:</b>	1,000,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	Los Alamos County	Los Alamos NM 87544		<b>Latitude:</b>	35.881632	<b>Longitude:</b> -106.295752
<b>Legislative Language:</b>	To plan, design and construct mountain bike trail amenities throughout Los Alamos County					
<b>Scope of Work:</b>	Plan, design and construct mountain bike trail amenities throughout Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	500,000	No	0	0	FY20	
DOT	500,000	No	0	0		
LFUNDS	500,000	Yes	500,000	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,500,000		500,000	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

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Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	500,000	500,000	0	0	0	0	1,000,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		500,000	500,000	0	0	0	0	1,000,000
<b>Amount Not Yet Funded</b>		500,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

The trail will be available for all 18,738 citizens of Los Alamos County

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

## ICIP Capital Project Description

**Year/Rank** 2023 056 **Priority:** High **ID:**34865

**Project Title:** Los Alamos Visitors Center **Class:** Renovate/Repair **Type/Subtype:** Facilities - Other

**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us

**Total project cost:** 2,000,000 **Proposed project start date:** 07/01/2022

**Project Location:** Multiple location within Los Alamos County are being considered Los Alamos NM 87544 **Latitude:** 35.881501 **Longitude:** -106.295705

**Legislative Language:** To design and build a Visitor's Center in Los Alamos County to better serve increased visitors due to Manhattan Project National Historical Park, Bandelier and Valles Caldera National Preserve.

**Scope of Work:** Design and build a Visitors Center in Los Alamos County to better serve increased visitors due to Manhattan Project National Historical Park, Bandelier and Valles Caldera National Preserve. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

### Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	2,000,000	No	0	0		
LFUNDS	2,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>4,000,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Estimated Costs Not Yet Funded

# Infrastructure Capital Improvement Plan FY2023-2027

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	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	2,000,000	0	0	0	0	2,000,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	2,000,000	0	0	0	0	2,000,000
<b>Amount Not Yet Funded</b>		2,000,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

<b>TOTAL</b>	0
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Has your local government/agency budgeted for operating expenses for the project when it is completed?							No
If no, please explain why:							Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>	
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0	
Annual Operating Revenues	0	0	0	0	0	0	

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

## More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?**

Yes

**If yes, please explain and provide the number of people that will benefit from the project.**

A visitor center would benefit the 18,738 County citizens in the townsite and White Rock and the approx 480,000 annual tourist visitations to the County and area National Parks.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ICIP Capital Project Description

**Year/Rank** 2023 057 **Priority:** High **ID:**28019  
**Project Title:** Construct Airport Maintenance Storage Building **Class:** Renovate/Repair **Type/Subtype:** Transportation - Airports  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 480,000 **Proposed project start date:** 07/01/2022  
**Project Location:** 1040 Airport Road Los Alamos NM 87544 **Latitude:** 35.881792 **Longitude:** -106.275337  
**Legislative Language:** To construct an airport maintenance storage building at the Los Alamos County Airport.  
**Scope of Work:** Construct an airport maintenance storage building at the Los Alamos County Airport to house maintenance equipment. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	80,000	Yes	80,000	80,000	FY2018	
CAP	480,000	No	0	0		
FGRANT	480,000	No	0	0		
DOT	480,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>1,520,000</b>		<b>80,000</b>	<b>80,000</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.								
	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	480,000	0	0	0	0	480,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	480,000	0	0	0	0	480,000
<b>Amount Not Yet Funded</b>		480,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 058 **Priority:** High **ID:**33134  
**Project Title:** Cultural Facilities Major Facility Maintenance **Class:** Renovate/Repair **Type/Subtype:** Facilities - Cultural Facilities  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 800,000 **Proposed project start date:** 07/01/2022  
**Project Location:** 1670 Nectar Street Los Alamos NM 87544 **Latitude:** 35.884284 **Longitude:** -106.300019  
**Legislative Language:** To construct upgrades to the Cultural Facilities in Los Alamos County.  
**Scope of Work:** Construct upgrades to the Cultural Facilities in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	800,000	No	0	0		
LFUNDS	800,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>1,600,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	800,000	0	0	0	0	800,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	800,000	0	0	0	0	800,000
<b>Amount Not Yet Funded</b>		800,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Oper budget to be established at proj completion						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos Little Theater	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	Yes		No	No	No

## More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 477,700 annual tourist visitations.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 059 **Priority:** High **ID:**34894  
**Project Title:** Arkansas Area Backyard Sewer Mains & Services R&R **Class:** Renovate/Repair **Type/Subtype:** Water - Wastewater  
**Contact Name:** Philo Shelton **Contact Phone:** 505-662-8148 **Contact E-mail:** philo.shelton@lacnm.us  
**Total project cost:** 179,000 **Proposed project start date:** 07/01/2022  
**Project Location:** Arkansas Street Los Alamos NM 87544 **Latitude:** 35.900982 **Longitude:** -106.321252  
**Legislative Language:** To replace and repair the sewer mains in the Arkansas area backyard in Los Alamos County.  
**Scope of Work:** Replace and repair the sewer mains in the Arkansas area backyard in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	179,000	No	0	0		
SGRANT	179,000	No	0	0		
LFUNDS	179,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>537,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	179,000	0	0	0	0	179,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	179,000	0	0	0	0	179,000
<b>Amount Not Yet Funded</b>		179,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Operating budget to be estab once implemented
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 060 **Priority:** High **ID:**25490  
**Project Title:** Mesa Public Library MFM **Class:** Renovate/Repair **Type/Subtype:** Facilities - Libraries  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 3,300,000 **Proposed project start date:** 07/01/2022  
**Project Location:** 2400 Central Avenue Los Alamos NM 87544 **Latitude:** 35.883060 **Longitude:** -106.303848  
**Legislative Language:** To plan and replace the HVAC, fire system, and other ADA site issues at the Mesa Public Library in Los Alamos County.  
**Scope of Work:** Plan and replace the HVAC, fire system, and other ADA site issues at Mesa Public Library in Los Alamos County. Many of these items are based on an energy audit conducted. Implementation of those recommendations will make the facility more energy efficient. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	3,000,000	Yes	3,000,000	3,000,000	FY2018&19	
CAP	300,000	No	0	0		
SGRANT	300,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>3,600,000</b>		<b>3,000,000</b>	<b>3,000,000</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	3,000,000	300,000	0	0	0	0	3,300,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		<b>3,000,000</b>	<b>300,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,300,000</b>
<b>Amount Not Yet Funded</b>		300,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens in both

the townsite and White Rock.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ATTACHMENT F

<b>Year/Rank</b>	2023 061	<b>Priority:</b>	High	<b>ID:</b>	36818
<b>Project Title:</b>	Abiquiu Runner Repair/Replacement			<b>Class:</b>	Renovate/Repair
<b>Contact Name:</b>	Philo Shelton			<b>Type/Subtype:</b>	Other - Utilities (publicly owned)
<b>Contact Phone:</b>	505-662-8148			<b>Contact E-mail:</b>	philo.shelton@lacnm.us
<b>Total project cost:</b>	400,000			<b>Proposed project start date:</b>	07/01/2022
<b>Project Location:</b>	1000 Central Ave Los Alamos NM 87544			<b>Latitude:</b>	35.881531
				<b>Longitude:</b>	-106.295671
<b>Legislative Language:</b>	To construct repairs and replacement of the Abiquiu Runner in Los Alamos County.				
<b>Scope of Work:</b>	Construct repairs and replacement of the Abiquiu Runner in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	400,000	No	0	0		
LFUNDS	400,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	800,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	400,000	0	0	0	0	400,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	400,000	0	0	0	0	400,000
<b>Amount Not Yet Funded</b>		400,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023	062	<b>Priority:</b>	High	<b>ID:</b>	34893
<b>Project Title:</b>	Canada del Buey Multiuse Trail Extension			<b>Class:</b>	Renovate/Repair	
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400	
<b>Total project cost:</b>	1,000,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	Canada del Buey Los Alamos NM 87544			<b>Latitude:</b>	35.881638	
<b>Legislative Language:</b>	To plan, design, and construct the Canada Del Buey multi-use trail extension in Los Alamos County.					
<b>Scope of Work:</b>	Plan, design, and construct the Canada Del Buey multi-use trail extension in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	1,000,000	No	0	0		
SGRANT	1,000,000	No	0	0		
LFUNDS	1,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	3,000,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	1,000,000	0	0	0	0	1,000,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	1,000,000	0	0	0	0	1,000,000
<b>Amount Not Yet Funded</b>		1,000,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

This trail extension project will provide a benefit to the 18,738 Los Alamos County

citizens in both the townsite and White Rock.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ATTACHMENT F

<b>Year/Rank</b>	2023	063	<b>Priority:</b>	High	<b>ID:</b>	37734
<b>Project Title:</b>	Guaje Pines, North Mesa, Diamond Connections (NP-W			<b>Class:</b>	New	<b>Type/Subtype:</b> Water - Other
<b>Contact Name:</b>	Philo Shelton			<b>Contact Phone:</b>	505-662-8148	<b>Contact E-mail:</b> philo.shelton@lacnm.us
<b>Total project cost:</b>	990,000			<b>Proposed project start date:</b>	07/01/2022	
<b>Project Location:</b>	1000 Central Ave Los Alamos NM 87544			<b>Latitude:</b>	35.883244	<b>Longitude:</b> -106.300719
<b>Legislative Language:</b>	To construct the connections of water to Guaje Pines, North Mesa and Diamond in Los Alamos County.					
<b>Scope of Work:</b>	Construct the connections of water to Guaje Pines, North Mesa and Diamond in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	990,000	No	0	0		
LFUNDS	990,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,980,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	990,000	0	0	0	0	990,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	990,000	0	0	0	0	990,000
<b>Amount Not Yet Funded</b>		990,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

#### More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM,C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023 064	<b>Priority:</b>	High	<b>ID:</b>	37736
<b>Project Title:</b>	Equipment/Vehicle Replacement			<b>Class:</b>	New
<b>Contact Name:</b>	Philo Shelton			<b>Type/Subtype:</b>	Water - Wastewater
<b>Contact Phone:</b>	505-662-8148			<b>Contact E-mail:</b>	philo.shelton@lacnm.us
<b>Total project cost:</b>	917,000			<b>Proposed project start date:</b>	07/01/2022
<b>Project Location:</b>	1000 Central Ave Los Alamos NM 87544			<b>Latitude:</b>	35.883244
<b>Longitude:</b>				<b>Latitude:</b>	-106.300719
<b>Legislative Language:</b>	To construct repairs and replacement of vehicles and related equipment in Los Alamos County.				
<b>Scope of Work:</b>	Construct repairs and replacement of vehicles and related equipment in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	917,000	No	0	0		
LFUNDS	917,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,834,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	300,000	300,000	0	317,000	0	917,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	300,000	300,000	0	317,000	0	917,000
<b>Amount Not Yet Funded</b>		917,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	300,000	No	No	Yes	No	No	6
2	300,000	No	No	Yes	No	No	6
3	317,000	No	No	Yes	No	No	6
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	917,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM,C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2023	065	<b>Priority:</b>	High			<b>ID:</b>	36837
<b>Project Title:</b>	EA-4 Electric Power Line Replacement				<b>Class:</b>	Renovate/Repair		<b>Type/Subtype:</b> Other - Utilities (publicly owned)
<b>Contact Name:</b>	Philo Shelton				<b>Contact Phone:</b>	505-662-8148		<b>Contact E-mail:</b> philo.shelton@lacnm.us
<b>Total project cost:</b>	5,300,000				<b>Proposed project start date:</b>	07/01/2022		
<b>Project Location:</b>	1000 Central Ave Los Alamos NM 87544				<b>Latitude:</b>	35.881531		<b>Longitude:</b> -106.295671
<b>Legislative Language:</b>	To plan and construct the replacement of the EA-4 Electric Power Line in Los Alamos County.							
<b>Scope of Work:</b>	Plan and construct the replacement of the EA-4 Electric Power Line in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.							

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	5,300,000	No	0	0		
LFUNDS	5,300,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	10,600,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	300,000	0	5,000,000	0	0	5,300,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	300,000	0	5,000,000	0	0	5,300,000
<b>Amount Not Yet Funded</b>		5,300,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	1,666,667	No	No	Yes	No	No	12
2	1,666,667	No	No	Yes	No	No	12
3	1,666,667	No	No	Yes	No	No	12
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	5,000,001						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 066 **Priority:** High **ID:**39199  
**Project Title:** SCADA Pressure Sensing Stations **Class:** New **Type/Subtype:** Other - Other  
**Contact Name:** Philo Shelton **Contact Phone:** 505-662-8148 **Contact E-mail:** philo.shelton@lacnm.us  
**Total project cost:** 0 **Proposed project start date:**  
**Project Location:** 1000 Central Ave Los Alamos NM 87544 **Latitude:** 35.681531 **Longitude:** -106.295671  
**Legislative Language:** To plan, design and construct SCADA Pressure Sensing Stations in Los Alamos County.  
**Scope of Work:** Plan, design and construct SCADA Pressure Sensing Stations. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	250,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	250,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	250,000	0	0	0	0	250,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	250,000	0	0	0	0	250,000
<b>Amount Not Yet Funded</b>		250,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 067 **Priority:** High **ID:**39200  
**Project Title:** Rose Street - replacement of water and sewer lines **Class:** New **Type/Subtype:** Water - Storm/Surface Water Control  
**Contact Name:** Philo Shelton **Contact Phone:** 505-662-8148 **Contact E-mail:** philo.shelton@lacnm.us  
**Total project cost:** 215,320 **Proposed project start date:** 07/01/2022  
**Project Location:** 1000 Central Ave Los Alamos NM 87544 **Latitude:** 35.681531 **Longitude:** -106.295671  
**Legislative Language:** To plan and construct the replacement of the water sewer lines on Rose Street in Los Alamos County.  
**Scope of Work:** Plan and construct water sewer lines on Rose Street in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	215,320	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	215,320		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	215,320	0	0	0	0	215,320
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	215,320	0	0	0	0	215,320
<b>Amount Not Yet Funded</b>		215,320						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 068 **Priority:** High **ID:**39201  
**Project Title:** Kimberly Sewer Lift Station & Wet Well **Class:** New **Type/Subtype:** Water - Wastewater  
**Contact Name:** Philo Shelton **Contact Phone:** 505-662-8148 **Contact E-mail:** philo.shelton@lacnm.us  
**Total project cost:** 185,000 **Proposed project start date:** 07/01/2022  
**Project Location:** 1000 Central Ave Los Alamos NM 87544 **Latitude:** 35.681531 **Longitude:** -106.295671  
**Legislative Language:** To plan and construct the sewer lift station and wet well in Los Alamos County.  
**Scope of Work:** Plan and construct Kimberly sewer lift station and wet well in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	185,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	185,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	2027
Water Rights	N/A	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	185,000	0	0	0	0	185,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	185,000	0	0	0	0	185,000
<b>Amount Not Yet Funded</b>		185,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						Operating budget to be established once implemented
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

Year/Rank	2023	069	Priority:	High		ID:39203
Project Title:	Central Ave (PW Road Project)			Class:	New	Type/Subtype: Water - Wastewater
Contact Name:	Philo Shelton			Contact Phone:	505-662-8148	Contact E-mail: philo.shelton@lacnm.us
Total project cost:	63,188			Proposed project start date:	07/01/2022	
Project Location:	1000 Central Ave Los Alamos NM 87544			Latitude:	35.681531	Longitude: -106.295671
Legislative Language:	To plan, design and construct road project on Central Ave in Los Alamos County.					
Scope of Work:	Plan, design and construct road project on Central Ave in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	63,188	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	63,188		0	0		

	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	63,188	0	0	0	0	63,188
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	63,188	0	0	0	0	63,188
<b>Amount Not Yet Funded</b>		63,188						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

#### More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 070 **Priority:** High **ID:**39206  
**Project Title:** Bathtub Row/Nectar/Peach **Class:** New **Type/Subtype:** Water - Wastewater  
**Contact Name:** Philo Shelton **Contact Phone:** 505-662-8148 **Contact E-mail:** philo.shelton@lacnm.us  
**Total project cost:** 263,396 **Proposed project start date:** 07/01/2022  
**Project Location:** 1000 Central Ave Los Alamos NM 87544 **Latitude:** 35.681531 **Longitude:** -106.295671  
**Legislative Language:** To plan and construct wastewater distribution on Bathtub Row/Nectar/Peach in Los Alamos County.  
**Scope of Work:** Plan and construct wastewater distribution on Bathtub Row/Nectar/Peach in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	2,763,396	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	2,763,396		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	263,396	2,500,000	0	0	0	2,763,396
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	263,396	2,500,000	0	0	0	2,763,396
<b>Amount Not Yet Funded</b>		2,763,396						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: Yes Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

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Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	263,396	Yes	No	No	No	No	0
2	2,500,000	Yes	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	2,763,396						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

Year/Rank	2023	071	Priority:	High			ID:39208
Project Title:	Los Alamos Reservoir Rd Stabilization			Class:	New	Type/Subtype:	Water - Storm/Surface Water Control
Contact Name:	Philo Shelton			Contact Phone:	505-662-8148	Contact E-mail:	philo.shelton@lacnm.us
Total project cost:	1,300,000			Proposed project start date:	07/01/2022		
Project Location:	1000 Central Ave Los Alamos NM 87544			Latitude:	35.681531	Longitude:	-106.295671
Legislative Language:	To plan, design and construct Reservoir Road Stabilization in Los Alamos County.						
Scope of Work:	Plan, design and construct Reservoir Road Stabilization in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.						

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	1,300,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,300,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	500,000	800,000	0	0	0	0	1,300,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		500,000	800,000	0	0	0	0	1,300,000
<b>Amount Not Yet Funded</b>		800,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

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Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Operating budget to be estab once implemented
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2023 072 **Priority:** High **ID:**34206  
**Project Title:** NM4 E Jemez Intersection Improvement **Class:** Renovate/Repair **Type/Subtype:** Transportation - Highways/Roads/Bridges  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 5,000,000 **Proposed project start date:** 07/01/2022  
**Project Location:** New Mexico 4 - E Jemez Road Los Alamos NM 87544 **Latitude:** 35.873540 **Longitude:** -106.302439  
**Legislative Language:** To design and construct improvements to New Mexico 4 and East Jemez Road intersection to improve safety.  
**Scope of Work:** Design and construct improvements to New Mexico 4 and East Jemez Road intersection to improve safety. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	4,000,000	No	0	0		
DOT	4,000,000	No	0	0		
LFUNDS	1,000,000	Yes	1,000,000	0		In FY20 Budget
FGRANT	4,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>13,000,000</b>		<b>1,000,000</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

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Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	1,000,000	4,000,000	0	0	0	0	5,000,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		1,000,000	4,000,000	0	0	0	0	5,000,000
<b>Amount Not Yet Funded</b>		4,000,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Oper budget to be established at proj completion						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	New Mexico State	New Mexico State	New Mexico State	New Mexico State	New Mexico State	New Mexico State
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 12,000 commuters to Los Alamos

National Lab.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

# Infrastructure Capital Improvement Plan FY2023-2027

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## ICIP Capital Project Description

**Year/Rank** 2023 073 **Priority:** High **ID:**34102

**Project Title:** Manhattan Project Interpretive Features **Class:** Renovate/Repair **Type/Subtype:** Other - Other

**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8017 **Contact E-mail:** steven.lynn@lacnm.us

**Total project cost:** 300,000 **Proposed project start date:** 07/01/2022

**Project Location:** Los Alamos County Los Alamos NM 87544 **Latitude:** 35.880958 **Longitude:** -106.302130

**Legislative Language:** To design, acquire and install interpretive features for the Manhattan Project National Historic Park in Los Alamos County

**Scope of Work:** Design, acquire and install interpretive features for the Manhattan Project National Historic Park to promote visitors and enhance the local economy. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

### Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	200,000	Yes	200,000	200,000	FY2017	Public Wifi, Historic Signage
CAP	100,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>300,000</b>		<b>200,000</b>	<b>200,000</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	



# Infrastructure Capital Improvement Plan FY2023-2027

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Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	No	200,000	100,000	0	0	0	0	300,000
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		200,000	100,000	0	0	0	0	300,000
<b>Amount Not Yet Funded</b>		100,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						To be included in future budgeted oper expenses
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

The project benefits all 18,738 citizens and visitors to the Manhattan Project National Historic Park. Los Alamos County has approx 480,000 annual tourist visitations.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2024 001 **Priority:** High **ID:**25391  
**Project Title:** Wastewater Collection Exposed Line Replacement **Class:** Replace Existing **Type/Subtype:** Water - Wastewater  
**Contact Name:** Philo Shelton **Contact Phone:** 505-662-8148 **Contact E-mail:** philo.shelton@lacnm.us  
**Total project cost:** 2,630,264 **Proposed project start date:** 07/01/2023  
**Project Location:** 1214 Big Rock Loop Los Alamos NM 87544 **Latitude:** 35.883148 **Longitude:** 106.300273  
**Legislative Language:** To plan, design, replace and construct sewer collection system canyon drops and environmental risk reduction in Los Alamos County  
**Scope of Work:** In several locations in the sewer collection system the sewer lines drop 300 to 500 feet from the mesa tops to the canyon bottoms in route to the treatment plant. These segments of sewer line are forty to sixty years old. The integrity of the pipe and canyon wall anchors is deteriorating which could result spilling raw sewage to the environment. If funding can be acquired the replacement projects would be prioritized as shown below. The sewer collection to be replaced is Camino Encantado Sewer Canyon Drop, 500 ft of 10" steel, replace with 10" polyethylene by boring. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

<b>Secured and Potential Funding Budget:</b>						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
<b>Funding Source(s)</b>	<b>Funding Amount</b>	<b>Applied For? Yes or No</b>	<b>Amount Secured</b>	<b>Amt Expended to Date</b>	<b>Date(s) Received</b>	<b>Comment</b>
<b>LFUNDS</b>	1,192,264	Yes	1,192,264	1,192,264	<b>FY09-FY17</b>	<b>5 yrs funding</b>
<b>SGRANT</b>	1,438,000	No	0	0		
<b>CAP</b>	1,438,000	No	0	0		
<b>SGRANT</b>	1,438,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>5,506,264</b>		<b>1,192,264</b>	<b>1,192,264</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Estimated Costs Not Yet Funded \_\_\_\_\_

# Infrastructure Capital Improvement Plan FY2023-2027

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	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	1,192,264	0	900,000	0	0	538,000	2,630,264
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		1,192,264	0	900,000	0	0	538,000	2,630,264
<b>Amount Not Yet Funded</b>		1,438,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	1,192,264	No	No	Yes	No	No	6
2	900,000	No	No	Yes	No	No	12
3	538,000	No	No	Yes	No	No	12
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

<b>TOTAL</b>	<b>2,630,264</b>
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Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why: Oper budget to be established at proj completion							
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>	
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0	
Annual Operating Revenues	0	0	0	0	0	0	

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

## More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
- If yes, please list the other entity.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
- Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No
- If yes, please explain.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?**

Yes

**If yes, please explain and provide the number of people that will benefit from the project.**

The sewer drops are in canyon faces also used by Los Alamos County citizens and visitors.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

Yes

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

The existing sewer drop is vulnerable to failure which would result in untreated sewage being released into the environment.

## ATTACHMENT F

Year/Rank	2024	002	Priority:	High		ID:34891
Project Title:	White Rock Town Center & Longview Dr Improvements			Class:	Renovate/Repair	Type/Subtype: Transportation - Highways/Roads/Bridges
Contact Name:	Steven Lynne			Contact Phone:	505-662-8400	Contact E-mail: steven.lynne@lacnm.us
Total project cost:	2,230,000			Proposed project start date:	07/01/2023	
Project Location:	White Rock Town Center & Longview Dr. Los Alamos NM 87544			Latitude:	35.826413	Longitude: -106.208406
Legislative Language:	To design and construct road improvements at White Rock Town Center and Longview Drive in Los Alamos County.					
Scope of Work:	Design and construct road improvements at White Rock Town Center and Longview Drive in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	2,500,000	No	0	0		
DOT	2,500,000	No	0	0		
FGRANT	2,500,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	7,500,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	0	300,000	0	0	0	300,000
Construction	No	0	0	2,200,000	0	0	0	2,200,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	2,500,000	0	0	0	2,500,000
<b>Amount Not Yet Funded</b>		2,500,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	8
2	0	No	No	No	No	No	8
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. This project will provide a benefit to the 18,738 Los Alamos County citizens.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2024 003 **Priority:** High **ID:**25488

**Project Title:** Central Ave Road Project (4th to 9th) **Class:** Renovate/Repair **Type/Subtype:** Transportation - Highways/Roads/Bridges

**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us

**Total project cost:** 2,500,000 **Proposed project start date:** 07/01/2023

**Project Location:** Central Ave, 4th St through 9th St Los Alamos NM 87544 **Latitude:** 35.881261 **Longitude:** -106.295119

**Legislative Language:** To construct road and infrastructure improvements on Central Avenue in Los Alamos County.

**Scope of Work:** Construct road and infrastructure improvements on Central Avenue between 4th street through 9th street in Los Alamos County. The County has approximately 106 miles of roads, most of which were constructed in the 1960s and 1970s. To maintain, adequate road conditions, the County must invest more aggressively in its road infrastructure. This item represents a program of pavement projects in support of the Council goal to improve transportation and mobility. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	2,500,000	No	0	0		
DOT	2,500,000	No	0	0		
LFUNDS	2,500,000	No	0	0		
FGRANT	2,500,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>10,000,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2023	2024	2025	2026	2027	

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	2,500,000	0	0	0	2,500,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	2,500,000	0	0	0	2,500,000
<b>Amount Not Yet Funded</b>		2,500,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

#### More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens and the

approximately 477,700 annual tourist visitations.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ATTACHMENT F

<b>Year/Rank</b>	2024 004	<b>Priority:</b>	High	<b>ID:</b>	34197
<b>Project Title:</b>	Mainstreet Street Lights			<b>Class:</b>	Renovate/Repair
<b>Contact Name:</b>	Steven Lynne			<b>Type/Subtype:</b>	Transportation - Lighting
<b>Contact Phone:</b>	505-662-8400			<b>Contact E-mail:</b>	steven.lynne@lacnm.us
<b>Total project cost:</b>	100,000			<b>Proposed project start date:</b>	07/01/2023
<b>Project Location:</b>	1000 Central Avenue Los Alamos NM 87544			<b>Latitude:</b>	35.881638
<b>Legislative Language:</b>	To acquire and install street lights in Los Alamos County.			<b>Longitude:</b>	-106.296463
<b>Scope of Work:</b>	Install street lights on the mainstreet in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	100,000	No	0	0		
DOT	100,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	200,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	25,000	0	0	0	25,000
Furnish/Equip/Vehicles	No	0	0	75,000	0	0	0	75,000
TOTALS		0	0	100,000	0	0	0	100,000
Amount Not Yet Funded		100,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Will include in future budget upon proj completion
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This street light project will provide a benefit to the 18,738 Los Alamos County citizens in both the townsite and White Rock and the approximately 480,000 annual

tourist visitations.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ATTACHMENT F

Year/Rank	2024	005	Priority:	High	ID:	33120
Project Title:	Community Building Major Facilities Maintenance			Class:	Renovate/Repair	
Contact Name:	Steven Lynne			Type/Subtype:	Facilities - Other	
Contact Phone:	505-662-8400			Contact E-mail:	steven.lynne@lacnm.us	
Total project cost:	530,000			Proposed project start date:	07/01/2023	
Project Location:	1000 Central Ave Los Alamos NM 87544			Latitude:	35.881531	
Longitude:				Longitude:	-106.295671	
Legislative Language:	To plan and construct upgrades and general maintenance on the Community Building in Los Alamos County.					
Scope of Work:	Plan and construct upgrades and general maintenance on the Community Building in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	530,000	No	0	0		
LFUNDS	530,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,060,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	530,000	0	0	0	530,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	530,000	0	0	0	530,000
<b>Amount Not Yet Funded</b>		530,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Oper budget to be established at proj completion						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This Community Building upgrade project will provide a benefit to the 18,738 Los

Alamos County citizens in both the townsite and White Rock.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ATTACHMENT F

Year/Rank	2024	006	Priority:	High		ID:	36814
Project Title:	Overlook Park Maintenance Building			Class:	Renovate/Repair	Type/Subtype:	Facilities - Other
Contact Name:	Steven Lynne			Contact Phone:	505-662-8400	Contact E-mail:	steven.lynne@lacnm.us
Total project cost:	350,000			Proposed project start date:	07/01/2023		
Project Location:	Overlook Rd White Rock NM 87544			Latitude:	35.825603	Longitude:	-106.186766
Legislative Language:	To plan and construct upgrades and general maintenance on the Overlook Park Building in Los Alamos County.						
Scope of Work:	Plan and construct upgrades and general maintenance on the Overlook Park Building in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.						

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	350,000	No	0	0		
LFUNDS	350,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	700,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	350,000	0	0	0	350,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	350,000	0	0	0	350,000
<b>Amount Not Yet Funded</b>		350,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

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If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

Year/Rank	2024	007	Priority:	High		ID:36822
Project Title:	Security Cameras at Parks & Facilities			Class:	Renovate/Repair	Type/Subtype: Equipment - Public Safety Equipment
Contact Name:	Steven Lynne			Contact Phone:	505-662-8400	Contact E-mail: steven.lynne@lacnm.us
Total project cost:	200,000			Proposed project start date:	07/01/2023	
Project Location:	1000 Central Ave Los Alamos NM 87544			Latitude:	35.881761	Longitude: -106.295716
Legislative Language:	To equip and install security cameras at Parks and Facilities in Los Alamos County.					
Scope of Work:	Equip and install security cameras at Parks and Facilities in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	200,000	No	0	0		
LFUNDS	200,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	400,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

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ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	0	200,000	0	0	0	200,000
<b>TOTALS</b>		0	0	200,000	0	0	0	200,000
<b>Amount Not Yet Funded</b>		200,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens in both

the townsite and White Rock as well as to the 477,700 annual visitors.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ATTACHMENT F

<b>Year/Rank</b>	2024 008	<b>Priority:</b>	High	<b>ID:</b>	36832
<b>Project Title:</b>	White Rock Complex Roof Replacement			<b>Class:</b>	Renovate/Repair
<b>Contact Name:</b>	Steven Lynne			<b>Type/Subtype:</b>	Facilities - Other
<b>Contact Phone:</b>	505-662-8400			<b>Contact E-mail:</b>	steven.lynne@lacnm.us
<b>Total project cost:</b>	450,000			<b>Proposed project start date:</b>	07/01/2023
<b>Project Location:</b>	Overlook Rd Los Alamos NM 87544			<b>Latitude:</b>	35.82557
				<b>Longitude:</b>	-106.186721
<b>Legislative Language:</b>	To repair and replace the roof on the White Rock Sports Complex in Los Alamos County.				
<b>Scope of Work:</b>	To repair and replace the roof on the White Rock Sports Complex in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	450,000	No	0	0		
LFUNDS	450,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	900,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	450,000	0	0	0	450,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	450,000	0	0	0	450,000
<b>Amount Not Yet Funded</b>		450,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2024 009	<b>Priority:</b>	High	<b>ID:</b>	36836
<b>Project Title:</b>	Repaint Pajarito Tank 4A			<b>Class:</b>	Renovate/Repair
<b>Contact Name:</b>	Philo Shelton			<b>Type/Subtype:</b>	Water - Other
<b>Contact Phone:</b>	505-662-8148			<b>Contact E-mail:</b>	philo.shelton@lacnm.us
<b>Total project cost:</b>	3,883,000			<b>Proposed project start date:</b>	07/01/2023
<b>Project Location:</b>	1000 Central Ave Los Alamos NM 87544			<b>Latitude:</b>	35.881531
				<b>Longitude:</b>	-106.295671
<b>Legislative Language:</b>	To construct paint repairs to Pajarito Tank 4A in Los Alamos County.				
<b>Scope of Work:</b>	Construct paint repairs to Pajarito Tank 4A in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	3,883,000	No	0	0		
LFUNDS	3,883,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	7,766,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	1,400,000	700,000	1,000,000	783,000	3,883,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	1,400,000	700,000	1,000,000	783,000	3,883,000
<b>Amount Not Yet Funded</b>		3,883,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	600,000	No	No	Yes	No	No	6
2	1,000,000	No	No	Yes	No	No	12
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	1,600,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

## ICIP Capital Project Description

**Year/Rank** 2024 010 **Priority:** High **ID:**37740

**Project Title:** LA WWTP NP Feed Pipeline (NP-WTB) **Class:** New **Type/Subtype:** Water - Water Supply

**Contact Name:** Philo Shelton **Contact Phone:** 505-662-8148 **Contact E-mail:** philo.shelton@lacnm.us

**Total project cost:** 720,000 **Proposed project start date:** 07/01/2023

**Project Location:** LA WWTP Los Alamos NM 87544 **Latitude:** 35.883244 **Longitude:** -106.300719

**Legislative Language:** To construct repairs to the LA WWTP NP Feed Pipeline in Los Alamos County.

**Scope of Work:** Construct repairs to the LA WWTP NP Feed Pipeline in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	720,000	No	0	0		
LFUNDS	720,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>1,440,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	
Water Rights	N/A	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	720,000	0	0	0	720,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	0	720,000	0	0	0	720,000
Amount Not Yet Funded		720,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM,C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2025	001	<b>Priority:</b>	High	<b>ID:</b>	34892
<b>Project Title:</b>	Aspen School Area Waterline, Sewer line & Road Imp			<b>Class:</b>	Renovate/Repair	<b>Type/Subtype:</b> Transportation - Highways/Roads/Bridges
<b>Contact Name:</b>	Steven Lynne			<b>Contact Phone:</b>	505-662-8400	<b>Contact E-mail:</b> steven.lynne@lacnm.us
<b>Total project cost:</b>	8,000,000			<b>Proposed project start date:</b>	07/01/2024	
<b>Project Location:</b>	Aspen School Area Road Los Alamos NM 87544			<b>Latitude:</b>	35.895803	<b>Longitude:</b> -106.311687
<b>Legislative Language:</b>	To design and construct road improvements near the Aspen School Area in Los Alamos County.					
<b>Scope of Work:</b>	Design and construct road improvements near the Aspen School Area in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	8,000,000	No	0	0		
DOT	8,000,000	No	0	0		
LFUNDS	8,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	24,000,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	0	4,000,000	4,000,000	0	8,000,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	0	4,000,000	4,000,000	0	8,000,000
<b>Amount Not Yet Funded</b>		8,000,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	4,000,000	No	Yes	Yes	No	No	8
2	2,000,000	No	No	Yes	No	No	8
3	2,000,000	No	No	Yes	No	No	8
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	8,000,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. This project will provide a benefit to the 18,738 Los Alamos County citizens in both

the townsite and White Rock.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2025 002 **Priority:** High **ID:**36809  
**Project Title:** Golf Course Maintenance Building **Class:** Renovate/Repair **Type/Subtype:** Facilities - Other  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 270,000 **Proposed project start date:** 07/01/2024  
**Project Location:** 4290 Diamond Dr Los Alamos NM 87544 **Latitude:** 35.902474 **Longitude:** -106.306390  
**Legislative Language:** To plan and construct upgrades and general maintenance on the Golf Course Building in Los Alamos County.  
**Scope of Work:** Plan and construct upgrades and general maintenance on the Golf Course Building in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	270,000	No	0	0		
LFUNDS	270,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>540,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.								
	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	0	270,000	0	0	270,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	0	270,000	0	0	270,000
<b>Amount Not Yet Funded</b>		270,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2025 003	<b>Priority:</b>	High	<b>ID:</b>	34240
<b>Project Title:</b>	Townsite 14" Pipeline Renewal WP			<b>Class:</b>	Renovate/Repair
<b>Contact Name:</b>	Philo Shelton			<b>Type/Subtype:</b>	Water - Water Supply
<b>Contact Phone:</b>	505-662-8400			<b>Contact E-mail:</b>	philo.shelton@lacnm.us
<b>Total project cost:</b>	3,859,000			<b>Proposed project start date:</b>	07/01/2024
<b>Project Location:</b>	1000 Central Ave Los Alamos NM 87544			<b>Latitude:</b>	35.881531
<b>Longitude:</b>	-106.295671				
<b>Legislative Language:</b>	To construct repairs to the Townsite 14" water production pipeline in Los Alamos County.				
<b>Scope of Work:</b>	Construct repairs to the Townsite 14" water production pipeline in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.				

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	3,859,000	No	0	0		
NMED	3,859,000	No	0	0		
LFUNDS	3,859,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	11,577,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	0	3,859,000	0	0	3,859,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	0	3,859,000	0	0	3,859,000
<b>Amount Not Yet Funded</b>		3,859,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	922,000	No	No	Yes	No	No	6
2	950,000	No	No	Yes	No	No	6
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	1,872,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This water production pipeline project will provide a benefit to the 18,738 Los Alamos

County citizens and the approximately 477,700 annual tourist visitations.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ATTACHMENT F

Year/Rank	2025	004	Priority:	High		ID:36838
Project Title:	Gas Pipeline Repair & Replacement/ Equipment			Class:	Renovate/Repair	Type/Subtype: Other - Utilities (publicly owned)
Contact Name:	Philo Shelton			Contact Phone:	505-662-8148	Contact E-mail: philo.shelton@lacnm.us
Total project cost:	950,000			Proposed project start date:	07/01/2024	
Project Location:	1000 Central Ave Los Alamos NM 87544			Latitude:	35.881531	Longitude: -106.295671
Legislative Language:	To construct repairs and replacement of Gas pipelines and related equipment in Los Alamos County.					
Scope of Work:	Construct repairs and replacement of Gas pipelines and related equipment in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	950,000	No	0	0		
LFUNDS	950,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	1,900,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	0	307,000	317,000	326,000	950,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	0	307,000	317,000	326,000	950,000
<b>Amount Not Yet Funded</b>		950,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	307,000	No	No	Yes	No	No	6
2	317,000	No	No	Yes	No	No	6
3	326,000	No	No	Yes	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	950,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project will provide a benefit to the 18,738 Los Alamos County citizens and the

approximately 477,700 annual tourist visitations.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ATTACHMENT F

<b>Year/Rank</b>	2025	005	<b>Priority:</b>	High	<b>ID:</b>	37746
<b>Project Title:</b>	North Community Backyard Sewer Mains & Services R&			<b>Class:</b>	New	<b>Type/Subtype:</b> Water - Wastewater
<b>Contact Name:</b>	Philo Shelton			<b>Contact Phone:</b>	505-662-8148	<b>Contact E-mail:</b> philo.shelton@lacnm.us
<b>Total project cost:</b>	395,000			<b>Proposed project start date:</b>	07/01/2024	
<b>Project Location:</b>	North Community Backyard Los Alamos NM 87544			<b>Latitude:</b>	35.883244	<b>Longitude:</b> -106.300719
<b>Legislative Language:</b>	To replace and construct the North Community Backyard Sewer Mains & Service R&R in Los Alamos County.					
<b>Scope of Work:</b>	Replace and construct the North Community Backyard Sewer Mains & Service R&R in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	395,000	No	0	0		
LFUNDS	395,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	790,000		0	0		

	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	0	190,000	205,000	0	395,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	0	190,000	205,000	0	395,000
<b>Amount Not Yet Funded</b>		395,000						

## PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	190,000	No	No	Yes	No	No	6
2	205,000	No	No	Yes	No	No	6
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	395,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

#### More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM,C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

Year/Rank	2025	006	Priority:	High	ID:	39211	
Project Title:	Fairway (PW Road Project)			Class:	New	Type/Subtype:	Transportation - Highways/Roads/Bridges
Contact Name:	Steven Lynne			Contact Phone:	505-662-8400	Contact E-mail:	steven.lynne@lacnm.us
Total project cost:	3,093,000			Proposed project start date:	07/01/2024		
Project Location:	1000 Central Ave Los Alamos NM 87544			Latitude:	35.681531	Longitude:	-106.295671
Legislative Language:	To plan and construct road project on Fairway in Los Alamos County.						
Scope of Work:	Plan and construct road project on Fairway in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.						

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	3,093,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	3,093,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	0	0	3,093,000	0	0	3,093,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	0	3,093,000	0	0	3,093,000
<b>Amount Not Yet Funded</b>		3,093,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: operating budget to be est once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM,C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

Year/Rank	2026	001	Priority:	High			ID:37748
Project Title:	Los Alamos County Senior Center Meal Truck			Class:	New	Type/Subtype: Vehicles - Senior Facility Vehicle	
Contact Name:	Steven Lynne			Contact Phone:	505-662-8400	Contact E-mail:	steven.lynne@lacnm.us
Total project cost:	65,000			Proposed project start date:	07/01/2025		
Project Location:	LAC Senior Center LOS ALAMOS NM 87544			Latitude:	35.883244	Longitude:	-106.300719
Legislative Language:	To plan and design a Meal Truck for Senior Center in Los Alamos County.						
Scope of Work:	Plan and design a Meal Truck for Senior Center in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.						

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	65,000	No	0	0		
ALTSD	65,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	130,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	0	0	0	65,000	0	65,000
<b>TOTALS</b>		0	0	0	0	65,000	0	65,000
<b>Amount Not Yet Funded</b>		65,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

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If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

#### More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM,C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

Betty Ehart Senior Center has 4,754 registered seniors receiving services.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2026 002 **Priority:** High **ID:**37749  
**Project Title:** Los Alamos County Senior Center Transport Van **Class:** New **Type/Subtype:** Vehicles - Senior Facility Vehicle  
**Contact Name:** Steven Lynne **Contact Phone:** 505-662-8400 **Contact E-mail:** steven.lynn@lacnm.us  
**Total project cost:** 60,000 **Proposed project start date:** 07/01/2025  
**Project Location:** LAC Senior Center LOS ALAMOS NM 87544 **Latitude:** 35.883244 **Longitude:** -106.300719  
**Legislative Language:** To plan and design a Transport Van for Senior Center in Los Alamos County.  
**Scope of Work:** Plan and design a Transport Van for Senior Center in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	60,000	No	0	0		
ALTSD	60,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	120,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				
			2023	2024	2025	2026	2027
							Total Project Cost
Water Rights	N/A	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	0	0	0	60,000	0	60,000
TOTALS		0	0	0	0	60,000	0	60,000
Amount Not Yet Funded		60,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

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Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

**Please explain.** Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM,C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

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(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

<b>Year/Rank</b>	2026	003	<b>Priority:</b>	High	<b>ID:</b>	39214
<b>Project Title:</b>	Abiquiu Rewind Study			<b>Class:</b>	New	<b>Type/Subtype:</b> Other - Other
<b>Contact Name:</b>	Philo Shelton			<b>Contact Phone:</b>	505-662-8148	<b>Contact E-mail:</b> philo.shelton@lacnm.us
<b>Total project cost:</b>	250,000			<b>Proposed project start date:</b>	07/01/2025	
<b>Project Location:</b>	1000 Central Ave Los Alamos NM 87544			<b>Latitude:</b>	35.681531	<b>Longitude:</b> -106.295671
<b>Legislative Language:</b>	To plan Rewind Study on Abiquiu in Los Alamos County.					
<b>Scope of Work:</b>	Plan rewind study on Abiquiu in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	250,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	250,000		0	0		

	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	0	0	0	250,000	0	250,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	0	0	250,000	0	250,000
<b>Amount Not Yet Funded</b>		250,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

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Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estb once implemented						
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

**Please explain.** DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ATTACHMENT F

Year/Rank	2026	004	Priority:	High			ID:39217
Project Title:	Denver Steels Phase2			Class:	New		Type/Subtype: Transportation - Highways/Roads/Bridges
Contact Name:	Steven Lynne			Contact Phone:	505-662-8400		Contact E-mail: steven.lynne@lacnm.us
Total project cost:	3,863,000			Proposed project start date:	07/01/2025		
Project Location:	1000 Central Ave Los Alamos NM 87544			Latitude:	35.681531		Longitude: -106.295671
Legislative Language:	To plan and construct road project on Denver Steels in Los Alamos County.						
Scope of Work:	Plan and construct road project on Denver Steels in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.						

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	3,863,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	3,863,000		0	0		

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	0	0	0	3,863,000	0	3,863,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	0	0	3,863,000	0	3,863,000
<b>Amount Not Yet Funded</b>		3,863,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

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Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Operating budget to be estab once implemented
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM,C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2027 001 **Priority:** High **ID:**34239  
**Project Title:** Replace Airport Terminal Building **Class:** New **Type/Subtype:** Transportation - Airports  
**Contact Name:** Harry Burgess **Contact Phone:** 505-662-8400 **Contact E-mail:** harry.burgess@lacnm.us  
**Total project cost:** 5,000,000 **Proposed project start date:** 07/01/2024  
**Project Location:** 1040 Airport Road Los Alamos NM 87544 **Latitude:** 35.881783 **Longitude:** -106.275005  
**Legislative Language:** To plan, design, and construct a replacement Airport Terminal Building at the Los Alamos County Airport.  
**Scope of Work:** To plan, design and construct a replacement Airport Terminal Building at the Los Alamos County Airport. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances ) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

**Secured and Potential Funding Budget:**

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	5,000,000	No	0	0		
FGRANT	5,000,000	No	0	0		
DOT	5,000,000	No	0	0		
LFUNDS	5,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>20,000,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	0	0	0	0	5,000,000	5,000,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	0	0	0	5,000,000	5,000,000
<b>Amount Not Yet Funded</b>		5,000,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estab once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This Airport project will provide a benefit to the 18,738 Los Alamos County citizens in

both the townsite and White Rock and the approximately 477,700 annual tourist visitations.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

## ATTACHMENT F

<b>Year/Rank</b>	2027	002	<b>Priority:</b>	High	<b>ID:</b>	39218
<b>Project Title:</b>	East Gate Substation Study			<b>Class:</b>	New	<b>Type/Subtype:</b> Other - Other
<b>Contact Name:</b>	Philo Shelton			<b>Contact Phone:</b>	505-662-8148	<b>Contact E-mail:</b> philo.shelton@lacnm.us
<b>Total project cost:</b>	200,000			<b>Proposed project start date:</b>	07/01/2026	
<b>Project Location:</b>	1000 Central Ave Los Alamos NM 87544			<b>Latitude:</b>	35.681531	<b>Longitude:</b> -106.295671
<b>Legislative Language:</b>	To plan and constuct East Gate Subgstation study in Los Alamos County.					
<b>Scope of Work:</b>	Plan and construct East Gate Subgstation study in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.					

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	200,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	200,000		0	0		

	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0



# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	0	0	0	0	200,000	200,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	0	0	0	200,000	200,000
<b>Amount Not Yet Funded</b>		200,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						Operating budget to be estb once implemented
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

Please explain. Los Alamos County has project engineers and a County Engineer to ensure that our projects are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM,C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Year/Rank** 2027 003 **Priority:** High **ID:**39220  
**Project Title:** 41st-47th Street Sewerline R\$R **Class:** New **Type/Subtype:** Water - Wastewater  
**Contact Name:** Philo Shelton **Contact Phone:** 505-662-8148 **Contact E-mail:** philo.shelton@lacnm.us  
**Total project cost:** 105,000 **Proposed project start date:** 07/01/2026  
**Project Location:** 1000 Central Ave Los Alamos NM 87544 **Latitude:** 35.681531 **Longitude:** -106.295671  
**Legislative Language:** To replace and construct the 41st-47th Street Sewerline in Los Alamos County.  
**Scope of Work:** Teplace and construct the 41st-47th Street Sewerline in Los Alamos County. Los Alamos County shall follow its procurement code (Chapter 31 of the Los Alamos County Code of Ordinances) established via its home rule powers as provided for in Article X, Section 6 of the Constitution of the State of New Mexico.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	105,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	105,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2023	2024	2025	2026	
Water Rights	N/A	0	0	0	0	0	0

# Infrastructure Capital Improvement Plan FY2023-2027

ATTACHMENT F

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	0	0	0	0	105,000	105,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	0	0	0	105,000	105,000
<b>Amount Not Yet Funded</b>		105,000						

## PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

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Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Operating budget to be estb once implemented						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County	Los Alamos County
Lease/operating agreement in place?	No	No		No	No	No

**More detailed information on project.**

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

Please explain. DPU has project engineers and Deputy Util Mgr of Engineering to ensure the project are managed on time and on budget. Procurement Officer is Annalisa Miranda, CPSM, C.P.M.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)



# County of Los Alamos

## Staff Report

November 09, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 1)

**Index (Council Goals):** \* 2021 Council Goal - N/A

**Presenters:** James Robinson, County Council Vice Chair and Dino Sgambellone, Police Chief

**Legislative File:** 15064-21

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### Title

Animal Shelter Update

### Body

On November 26, 2019, the County Council provided the following direction regarding the County's Animal Shelter:

Council directs the County Manager to prepare budget options for the Animal Shelter that include an addition of 1.5 dedicated animal shelter FTEs and an addition of \$10,000 for training for Council consideration during the FY 2021 budget hearing and that Council direct the Animal Shelter Advisory Board to identify infrastructure needs, draft a Best Practice Guide, and draft an updated Animal Shelter Ordinance as described in the Animal Shelter Path Forward provided in tonight's meeting materials.

The purpose of this item is to provide an update on what has occurred since that time.

As a result of the Shelter AdHoc Committee recommendations, Council action, and the Shelter's goal of continuance improvement, several changes at the Shelter have taken place or are in the process of changing. This includes the following:

1. Obtained funding through Council approval (FY21 budget option) for an additional employee (new position is filled - we are currently fully staffed with one Shelter Manager and four Animal Control Officers).
2. Obtained funding through Council (FY22 budget option) for Shelter improvements to include a dog run, cat tower enclosure, catio, strip curtains, kennel fence slats, heaters, and snow blower.
3. Policy and procedural changes were identified and implemented to include behavioral assessment procedures, enrichment procedures, and enhanced animal documentation and information sharing processes.
4. Re-emphasized volunteer programming efforts as COVID circumstances permitted. Currently at 18 active volunteers with over 200 registered.



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5. Staff is working with Councilor Robinson to develop a proposed update to the Animal Control code.

6. Maintained a high level of animal welfare service as supported by statistical data. A mid-year assessment indicated:

a. 95.09% of all animal have a live outcome

b. 3.68% euthanasia rate; each performed in this last year was due to health and recommended by a veterinarian, (national standard is below 5% is a no kill shelter)

c. 94.03% of stray dogs returned to owner (according to the American Humane Society, average is 15.8% for Dogs)

d. 60% of stray cats returned to owner (according to the American Humane Society, average is 2% for cats)

e. 88.5% of animals not returned to owners are adopted at our shelter (National Average is 25% of dogs, and 24% of cats are adopted once placed into a shelter)

f. The County transferred 6 animals to other shelters within the last 13 months, and transferred 15 in.