



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Agenda - Final County Council - Regular Session

Randall Ryti, Council Chair; Denise Derkacs, Vice-Chair; Melanee Hand; David Izraelevitz; Keith Lepsch; David Reagor, and Sara Scott, Councilors

Tuesday, November 29, 2022

6:00 PM

Council Chambers - 1000 Central Avenue

TELEVISED

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

<https://us02web.zoom.us/j/87145977840>

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592
or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 871 4597 7840

1. OPENING/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENT

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

4. APPROVAL OF AGENDA
5. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

- A. [16631-22](#) Proclamation Recognizing Los Alamos County Election Officials, Poll-workers and Volunteers (Accepted by County Clerk Naomi Maestas)

Presenters: County Council

6. CITIZEN PETITION

- A. [P0070-22](#) Citizen Petition Requesting Action Concerning Chapter 18 Revision and Community Development Advisory Board (CDAB)

Presenters: Citizens of Los Alamos

Attachments: [A - Citizen Petition Requesting Chapter 18 Revision - CDAB.pdf](#)
[B - A Walker Presentation.pdf](#)

7. **PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA**

8. **CONSENT AGENDA**

The following items are presented for Council approval under a single motion unless any item is withdrawn by a Councilor for further Council consideration in the agenda section entitled "Business."

Approval of the Consent Agenda

Consent Motion -

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

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

- A. [16645-22](#) Approval of County Council Minutes for November 15, 2022, Regular Session

Presenters: Naomi Maestas, County Clerk

Attachments: [A - County Council Minutes for November 15, 2022](#)

- B. [AGR0823-22](#) Approval of Services Agreement No. AGR23-917 with DUB-L-EE, LLC in the amount of \$500,000, plus applicable gross receipts tax, for the purpose of On-Call and Emergency Utility Repair Services

Presenters: Jack Richardson, Deputy Utilities Manager - GWS Services and Clay Moseley, Deputy Utilities Manager - GWS Services

Attachments: [A - AGR23-917 Dub-L-EE FINAL](#)

- C. [AGR0849-22](#) Award of Bid No. 23-41 in the Amount of \$3,364,769.80 plus Applicable Gross Receipts Tax to TLC Plumbing & Utility for Construction of the 33rd/34th and Arkansas Road and Utility Improvements Project; Establish a Project Budget in the Amount of

\$4,062,462.54 for Roadway and Utility Work; and Approve Related Budget Revision 2023-24

Presenters: Eric Ulibarri, County Engineer and James Alarid, Deputy Utilities Manager - Engineering

Attachments: [A – Board of Public Utilities Agenda Document](#)
[B - Project Vicinity Maps](#)
[C - Project Budget Spreadsheet](#)
[D – Budget Revision Form 2023-24](#)

- D. [AGR0899-22](#) Approval of Agreement No. AGR23-911, Collection Agreement Between the Incorporated County of Los Alamos and the U.S. Department of Agriculture, U.S. Forest Service Santa Fe National Forest.

Presenters: Philo Shelton, Utilities Manager

Attachments: [A - AGR23-911 Collection Agreement USDA USFS](#)
[B - USFS Tracts Contour](#)

- E. [AGR0906-22](#) Approval of Agreement AGR 23-36a to Allied 360 Construction, LLC., and Agreement AGR 23-36b to JJ Excavation, Inc., for On-Call Snow Removal Services and Emergency Equipment Services in an Amount Not to Exceed \$600,000 Combined for both Agreements Plus Applicable Gross Receipts Tax Over a Seven Year Period

Presenters: Juan Rael, Public Works Director

Attachments: [A – AGR 23-36a – Allied 360 Construction, LLC](#)
[B – AGR 23-36b – JJ Excavation, Inc.](#)

9. INTRODUCTION OF ORDINANCE(S)

- A. [OR0963-22](#) Introduction of Ordinance No. 722 Authorizing the Execution and Delivery of a Water Fund Project Loan/Grant Agreement for Construction of Phase II of the Bayo New Non-Potable Water Tank and Existing Tank Upgrades.

Presenters: James Alarid, Deputy Utilities Manager - Engineering and Heather Garcia, Deputy Utilities Manager - Finance

Attachments: [A - Ordinance 722](#)
[B - WPF-5673 LoanGrant Agreement](#)
[C - Credit and Debt Analysis](#)

- B. [OR0969-22](#) Introduction of Incorporated County of Los Alamos Ordinance No. 02-335 A Code Ordinance Amending Chapter 8 to Repeal Article XV

of Chapter 8 to Remove the Community Development Advisory Board as a Permanent Board of the County

Presenters: David Izraelevitz, Councilor

Attachments: [A - Los Alamos Code Ordinance 02-335](#)

10. PUBLIC HEARING(S)

- A. [OR0968-22b](#) Incorporated County of Los Alamos Ordinance No. 02-334 An Ordinance Repealing and Replacing in Its Entirety the Text of Article II, Chapter 18, "Nuisances"

Presenters: Sobia Sayeda, Planning Manager and Paul Andrus, Community Development Director

Attachments: [A - Proposed Ordinance 02-334](#)
[B - Public Comment Matrix](#)
[C - CDAB Input and Recommendations](#)
[D - Chapter 18 Crosswalk](#)
[E - Presentation to Council](#)
[F - Publication Notice of Hearing](#)

11. COUNCIL BUSINESS

A. *Appointments*

B. *Board, Commission and Committee Liaison Reports*

C. *County Manager's Report*

- 1) [15447-22](#) County Manager's Report for November 2022

Presenters: Steven Lynne, County Manager

Attachments: [A - November County Manager's Update.pdf](#)

D. *COVID-19 Situational Report*

E. *Council Chair Report*

F. *General Council Business*

G. *Approval of Councilor Expenses*

H. *Preview of Upcoming Agenda Items*

12. COUNCILOR COMMENTS**13. PUBLIC COMMENT****14. 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 29, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals):

Presenters: County Council

Legislative File: 16631-22

Title

Proclamation Recognizing Los Alamos County Election Officials, Poll-workers and Volunteers
(Accepted by County Clerk Naomi Maestas)

Body

WHEREAS, election officials, poll-workers and volunteers make up the front line of democracy and are essential to a free and fair election in the great county of Los Alamos, New Mexico; and

WHEREAS, election officials, poll-workers and volunteers undergo elections training, and take an oath of office to faithfully support the New Mexico Constitution and the Constitution of the United States; and

WHEREAS, many election officials, poll-workers and volunteers are veterans, retirees or seniors, who participate in the election process in continued service to our country; and

WHEREAS, election officials, poll-workers and volunteers are registered as Republicans, Democrats, Libertarians, Independents, Working Families, Green, or Decline to State, but put aside party affiliation to support a fair and transparent election process; and

WHEREAS, election officials, poll-workers and volunteers assist thousands of voters in their communities, and provide vital support and access for individuals with disabilities; and

WHEREAS, election officials, poll-workers and volunteers work hundreds of hours from the start of early voting on October 11th to election day on November 8th and post-election day tallying of results.

NOW, THEREFORE, on behalf of the Council of the Incorporated County of Los Alamos, I do hereby recognize

LOS ALAMOS COUNTY'S ELECTION OFFICIALS, POLL-WORKERS AND VOLUNTEERS

And express our sincere gratitude to them for their expertise and dedication in conducting a well-managed, accurate, free and fair election that represented the will of Los Alamos registered residents.



County of Los Alamos

Staff Report

November 29, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): * 2022 Council Goal - N/A

Presenters: Citizens of Los Alamos

Legislative File: P0070-22

Title

Citizen Petition Requesting Action Concerning Chapter 18 Revision and Community Development Advisory Board (CDAB)

Recommended Action

1 - I move that Council thank the petitioners for their request and take no further action.

OR

2 - I move that Council thank the petitioners for their request and take the action requested.

OR

3 - I move that Council thank the petitioners for their request and take the following action: _____ (specific action that Council determines it wishes to take).

County Manager's Recommendation

The County Manager recommends recommended action ____.

Body

On November 18, 2022, Aaron Walker submitted a petition on behalf of ten people, at least five (5) of whom are registered voters of Los Alamos County. The petition requested that "the County Council to take the following action: Obtain substantive feedback from the publish on the Chapter 18 final draft before making a decision on the adoption of the draft and obtain substantive feedback on the status and future of CDAB before making a decision on potentially restructuring it."

As provided for in the Los Alamos County Code, the Council shall place on the agenda of its next regular meeting the subject of any written request signed by five or more qualified voters of the County and presented to the county clerk at least ten (10) days prior to that meeting. This item is being placed on the Council agenda for acknowledgement and consideration.

Attachments

A - Citizen Petition Requesting the Presentation Requesting Chapter 18 Revision/CDAB
B - A Walker Presentation



LOS ALAMOS

LOS ALAMOS COUNTY CITIZENS' PETITION

See: Los Alamos County Charter
Article II, Section 202.2
Procedure and Agenda

County Clerk's Office Only

Date Stamp

Initials

LA CLERK NOV 18 '22 12:42

Petition Contact
Person/Organization

Name: AARON DENNIS WINTER WALKER Phone: 863-670-5255 Alt. Phone: _____
Address: 413 PRUITT AVE WHITE ROCK E-Mail/Fax ADWALKER.USN@GMAIL.COM

Subject of Petition
Please include both the subject and the requested
Council action.

SUBJECT: CHAPTER 18 REVISION / CDAB

ACTION: OBTAIN SUBSTANTIVE FEEDBACK FROM THE PUBLIC ON THE CHAPTER 18 FINAL DRAFT BEFORE
MAKING A DECISION ON THE ADOPTION OF THE DRAFT AND OBTAIN SUBSTANTIVE
FEEDBACK ON THE STATUS AND FUTURE OF CDAB BEFORE MAKING A DECISION ON
POTENTIALLY RESTRUCTURING IT.

Signatories

Name	Address	Signature	(STAFF USE) Registration Verified By
1. William J. Knight	2025 E. Jenny #279	William J. Knight	WJ
2. James R. Nelson	324 Mimbres Drive 87547	James R. Nelson	JR
3. JULIE WALKER	413 PRUITT AVE 87547	Julie Walker	JW
4. AARON DENNIS WINTER WALKER	413 PRUITT AVE 87547	Aaron Dennis Winter Walker	ADWW
5. Grant I Harding	1320 Sage Loop 87544	Grant I Harding	GIH

(Please list additional signatories in back)

County Manager STAFF USE ONLY

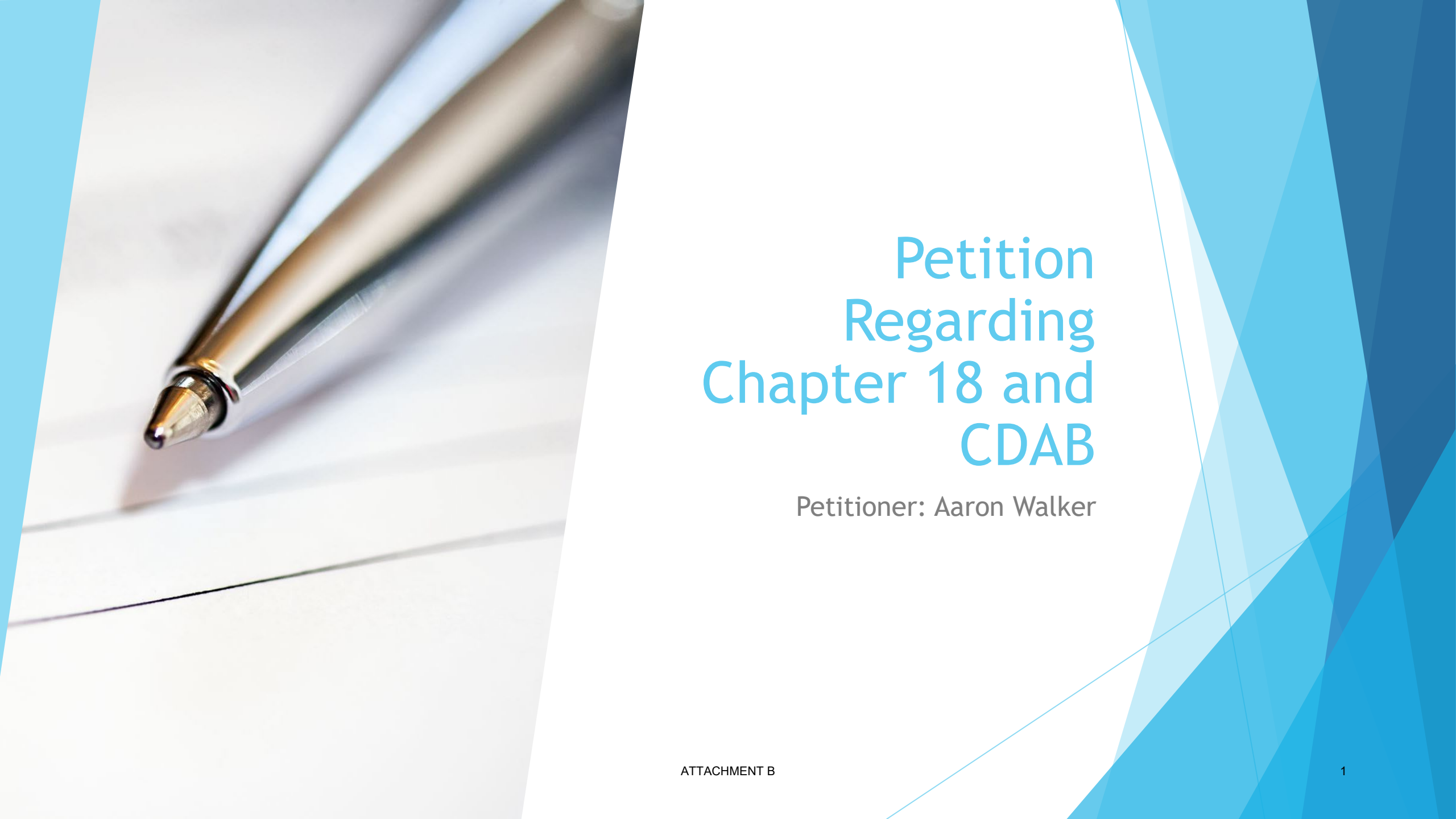
Staff Report Title (Suggested) _____

Set to Acknowledge on _____ Set by _____
(Date of Council Meeting)

Set To Consider (If Applicable) _____ Set by _____
(Date of Council Meeting)

Signatories continued

	<u>Name</u>	<u>Address</u>	<u>Signature</u>	(STAFF USE) Registration Verified By
6.	Catherine Aozment	1696 34 th St.	Catherine Aozment	
7.	Anthony J. Balmes	686 42nd St	Anthony J. Balmes	
8.	CORRINE Balmes	686 42nd St	Corrine Balmes	
9.	Albert James Mitchell	670 Los Pueblos St	Albert Mitchell	
10.	Chris Hatch	2542 35 th St.	Chris Hatch	
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Petition Regarding Chapter 18 and CDAB

Petitioner: Aaron Walker

Petition:

Language: “Obtain Substantive feedback from the public on the Chapter 18 final draft before making a decision on the adoption of the draft and obtain substantive feedback on the status and future of the Community Development Advisory Board (CDAB) before making a decision on potentially restructuring it.”

Plain English: “Take it slow. Get feedback directly from the citizens on the final draft of Chapter 18. Incorporate feedback and make sure it’s done right. Discuss the future of CDAB with them before rushing to a decision on whether or not to get rid of the board.

Why We're Here:

There seems to be a big rush to get the Chapter 18 draft approved and CDAB “reorganized” into a task force.

This isn't the proper way to legislate. Rushing to get things done never ends in getting them done properly. Important details get left out and people get ignored.

So What Is Actually Wrong?

- ▶ There doesn't appear to be any public feedback on the “final” draft.
- ▶ The public has no clue what is ACTUALLY going to be voted on. Council still has input on changes to make. This means that the public has no idea what the final code is.
- ▶ Putting an ordinance out to restructure CDAB BEFORE the code has even been adopted is putting the cart before the horse.

Examples:

CDAB Actions Sept 19 2022: “By a vote of 5-1 CDAB approved motions that recommended the proposed Alternative Language for Section 18-38, Inoperable or Abandoned Vehicles be adopted so that vehicle repairs and active vehicle restoration projects can be conducted on a driveway, that no time limit be imposed if the vehicle is registered, and that the clause ‘with an opaque cover designed to fit the motor vehicle’ be removed from the text of the Alternative Language.”

This section is still in the “final draft”. The residents of this community have a vested interest in how this section of the ordinance pans out. Will council remove the language according to the recommendation of CDAB? Will council choose to ignore that recommendation and leave it in?

People should be given the answer to this question and have the opportunity to weigh in on it IN ADVANCE. They shouldn’t have to guess or wonder what is going to be voted on.

Examples (Continued):

CDAB Actions Sept 19 2022: “By a vote of 4-2 CDAB approved a motion to recommend striking Section 18-34, Outdoor Storage and instead rely on the provisions of Section 18-32, Accumulation of Litter, Garbage, and Refuse to regulate the accumulation of materials on properties.”

Section 18-34 is “Rodent Harborage” in the “final draft”. Yet there is still an “Outdoor Storage” section 18-35. Is this a typo? Is it designed to stay? Is council going to remove it? Keep it?

These are the sort of things that we (residents) shouldn't have to attempt to divine on our own. This must be clear and transparent well in advance of the meeting. It isn't clear, and that is a massive problem.

Why Are These Actually Problems?

- ▶ The residents don't appear to have had the opportunity to weigh in on the "final draft" of Chapter 18 yet. No feedback has been solicited to my knowledge, so if there has been it has been done poorly.
- ▶ Transparency. If council doesn't know what Chapter 18 will look like after it makes changes, then why would there be any vote on it at this juncture? How are the residents supposed to know what is getting voted on? How would they know how to make public comment?
- ▶ Haste leads to unintended consequences.

Drawbacks of Slowing Down:

NONE

Benefits of Slowing Down:

- ▶ Council ensures that the revision is getting done in a matter that the residents of the community want and need.
- ▶ Residents feel more involved in the process and have a better opinion of the final product (and council) when they are included.
- ▶ Don't force CDAB into a corner being a Task Force with a sunset date.
- ▶ A clear and transparent document gets voted on, and that's the way it should be.

Consequences of Rushing and Voting Now:

- ▶ Get a code people are unhappy with.
- ▶ Ignoring public sentiment never goes over well. The last time Council rushed to get something done and ignored public comment and sentiment regarding the nuisance code, there was a several years long battle that culminated with the formation of CDAB.
- ▶ Ruin any goodwill with the public that was built with this last election.

It doesn't have to be this way!

What We're Asking For:

Simply slow down and get this right. Take time to get feedback on this “final draft” and take council’s input. Once a true FINAL draft is documented after incorporating the substantive public input and council’s input, give the public a true chance to review it. THEN vote on it. Vote on something when people understand what is getting voted on.

AFTER the fate of Chapter 18 is decided, THEN determine the fate of CDAB. That is the logical and rational step to take.

Conclusion

- ▶ SLOW DOWN! Make sure you are getting it right.
- ▶ There are ZERO consequences of taking your time and getting it right.
- ▶ The consequences of rushing a vote and getting a code people are unhappy with are wide-ranging.

This petition isn't asking for anything to get taken off the table. This is simply asking for communication with the public, clarity, and transparency. It's asking for slow, methodical steps to get to the best solution.

This should be an easy decision. Would you rather take the route with no drawbacks, or the route that will cause significant backlash and unintended consequences?



County of Los Alamos

Staff Report

November 29, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:

Index (Council Goals):

Presenters:

Title

Approval of the Consent Agenda

Recommended Action

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

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



County of Los Alamos

Staff Report

November 29, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): * 2022 Council Goal - N/A

Presenters: Naomi Maestas, County Clerk

Legislative File: 16645-22

Title

Approval of County Council Minutes for November 15, 2022, Regular Session

Recommended Action

I move that Council approve the County Council Minutes for November 15, 2022, Regular session.

Clerk's Recommendation

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

Attachments

A - County Council Minutes for November 15, 2022



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Minutes

County Council – Work Session

Randall Ryti, Council Chair, Denise Derkacs, Council Vice-Chair,
Melanee Hand, David Izraelevitz, Keith Lepsch, David Reagor, and Sara Scott,
Councilors

Tuesday, November 15, 2022

6:00 PM

Council Chambers – 1000 Central Avenue
TELEVISED

1. OPENING/ROLL CALL

Councilor Lepsch joined the meeting in person during Item 7B at 7:35 p.m.

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

The following Councilors were in attendance:

Present: 6 - Councilor Ryti, Councilor Derkacs, Councilor Lepsch Councilor Scott,
Councilor Izraelevitz, and Councilor Hand

Remote: 1 - Councilor Reagor

2. PLEDGE OF ALLEGIANCE

Led by: All.

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

Ms. Anne Laurent, Deputy County Manager, listed the County employees in attendance via zoom.

3. PUBLIC COMMENT

Mr. Philo Shelton, Utilities Manager commented on the planned power outage.

Mr. Stephen Marez, Electrical Engineering Manager commented on the planned power outage.

Mr. Charles Richardson commented on the county development code.

4. APPROVAL OF AGENDA

A motion was made by Councilor Scott, seconded by Councilor Izraelevitz, that the agenda be approved as presented with the exception that Council move item 7B from the Consent Agenda to Section 9 under the business items.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz,
Councilor Reagor, Councilor Lepsch, and Councilor Scott

5. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

A. Proclamation Recognizing the 75th Anniversary of the Los Alamos Garden Club

Councilor Derkacs read and presented the proclamation to Joyce Zaugg and Kersti Rock.

Ms. Joyce Zaugg, Los Alamos Garden Club, spoke.

Ms. Kersti Rock, Los Alamos Garden Club, spoke.

No action taken.

B. Proclamation Declaring November 26, 2022, as "Small Business Saturday"

Councilor Scott read and presented the proclamation to Ryn Herrmann, Chamber of Commerce Director.

Mr. Ryn Herrmann, Chamber of Commerce Director, spoke.

No action taken.

C. Proclamation Marking the 60th Anniversary for the Los Alamos Family Council and the 40th Anniversary of the Youth Activity Centers

Councilor Izraelvitz read and presented the proclamation to Jordan Redmond, Executive Director of Los Alamos Family Council.

Ms. Jordan Redmond, Executive Director of Los Alamos Family Council, spoke.

No action taken.

6. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA

None.

7. CONSENT AGENDA

Consent Motion:

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

A. Approval of Services Agreement No. AGR23-18 with Gardner Zemke Company for the Replacement of the Abiquiu Hydroelectric Plant Transformer

I move that the County Council approve Services Agreement No. AGR23-18 with Gardner Zemke in the amount of \$433,659, and a contingency in the amount of \$50,000, for a total of \$483,659, plus applicable gross receipts tax, for the purpose of the Replacement of the Abiquiu Hydroelectric Plant Transformer.

B. Approval of Amendment No. 1 to Golf Course Improvements Project Services Agreement No. AGR 22-70 with iConsult LLC, dba iCon Golf Studio and Grass Roots Golf Design, in the Amount \$16,630 for Additional Phase 2 Design Services

Item pulled for further discussion under Business.

- C. Approval of County Council Minutes for October 12, 13, and 14, 2022 Special Session, October 18, 2022 Regular Session, and October 25, 2022 Work Session.

I move that Council approve the County Council Minutes for October 12, 13, and 14, 2022 Special Session, October 18, 2022 Regular Session, and October 25, 2022 Work Session.

- D. Deaccession of "Sunflower", by Ed Grothus

I move that Council approve the recommendation from the Art in Public Places Board to deaccess "Sunflower" by Ed Grothus, from the Los Alamos County Public Art Collection.

- E. Approval of Report to District Court on Los Alamos County Jail Conditions

I move that Council approve and forward the attached letter regarding current jail conditions to District Court.

- F. Approval of Budget Revision 2023-17 for Routine Grant and Personnel Adjustments

I move that Council approve Budget Revision 2023-17 as summarized on Attachment A and that the attachment be made a part of the minutes of this meeting.

- G. Approval of First Amendment to Joint Powers Agreement for the Creation of the North Central New Mexico Economic Development District by and among the Incorporated County of Los Alamos, Santa Fe County, Rio Arriba County, Colfax County, Taos County, Sandoval County, Mora County, San Miguel County and the City of Santa Fe, for the Purpose of Providing the North Central New Mexico Economic Development District the Option of Owning Real Property

I move that Council approve the First Amendment to Joint Powers Agreement for the Creation of the North Central New Mexico Economic Development District by and among the Incorporated County of Los Alamos, Santa Fe County, Rio Arriba County, Colfax County, Taos County, Sandoval County, Mora County, San Miguel County and the City of Santa Fe, for the purpose of providing the North Central New Mexico Economic Development District the option of owning real property.

Approval of the Consent Agenda:

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Lepsch, Councilor Reagor, Councilor Izraelevitz, and Councilor Scott

8. INTRODUCTION OF ORDINANCE(S)

- A. Introduction of Incorporated County of Los Alamos Ordinance No. 02-333. An Ordinance Repealing and Replacing in Its Entirety the Text of Chapter 16, "Development Code"

Councilor Derkacs introduced, without prejudice, Incorporated County of Los Alamos Ordinance No. 02-333; an Ordinance Repealing and Replacing in its Entirety the Text of Chapter 16, "Development Code", and ask staff to assure that it is published as provided in the County Charter.

- B. Introduction of Incorporated County of Los Alamos Ordinance No. 02-334 An Ordinance Repealing and Replacing in Its Entirety the Text of Article II, Chapter 18, "Nuisances"

Councilor Scott introduced, without prejudice, Incorporated County of Los Alamos Ordinance No. 02-334; an Ordinance repealing and replacing in its entirety the text of Article II, Chapter 18, "Nuisances", and ask staff to assure that it is published as provided in the County Charter.

9. BUSINESS

- A. Consideration and Possible Approval of Financial Support to Rio Arriba County and the City of Espanola Regional Capital Projects in the Amount of \$2.96 million

Ms. Lucia Sanchez, Rio Arriba County Manager, presented.

Mr. Matthew Casados, Rio Arriba Deputy County Manager, presented.

Mr. Steven Lynne, County Manager, spoke

Mr. John Ramon Vigil, City of Espanola Mayor, presented.

A motion was made by Councilor Scott, seconded by Councilor Izraelevitz, that the funds from the Regional Strategic Projects Fund be specifically allocated for future reimbursement as requested by Rio Arriba County and the City of Espanola.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Lepsch, and Councilor Scott

Consent Item 7B

Approval of Amendment No. 1 to Golf Course Improvements Project Services Agreement No. AGR 22-70 with iConsult LLC, dba iCon Golf Studio and Grass Roots Golf Design, in the Amount \$16,630 for Additional Phase 2 Design Services

Councilor Lepsch joined the meeting in person during the discussion of this item.

Mr. Steven Lynne, County Manager, spoke.

Mr. Alvin Leaphart, County Attorney, spoke.

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

Public Comment:

Mr. Jared Dreicer spoke.

Ms. Barbara Calef spoke.

A motion was made by Councilor Izraelevitz, seconded by Councilor Derkacs, that Council approve Amendment No. 1 to Services Agreement No. AGR 22-70 with iConsult LLC, dba iCon Golf Studio and Grass Roots Golf Design for Additional Services for Phase 2 of the Golf Course Improvements Project.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Lepsch, and Councilor Scott

- B.** Consideration and Possible Approval of Amendment No. 1 to Collective Bargaining Agreement (CBA) with the Los Alamos Firefighters' Association Local 3279 and Related Budget Revision 2023-20

Mr. Steven Lynne, County Manager, spoke.

Mr. Ty Ryburn, Deputy Human Resource Manager, spoke.

Public Comment:

None

A motion was made by Councilor Scott, seconded by Councilor Derkacs, that Council approve the Collective Bargaining Agreement Amendment No. 1 between the County of Los Alamos and the Los Alamos Firefighters' Association Local 3279, and direct the County Manager to execute the Agreement on behalf of the County; she further moved that Council approve related Budget Revision 2023-20 and that it be included in the minutes as an attachment.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Lepsch, and Councilor Scott

- C.** Consideration and Possible Approval of Amendment No. 1 to Collective Bargaining Agreement (CBA) with the International Union of Police Associations (IUPA), AFL-CIO, Local No. 14 and Related Budget Revision 2023-21

Mr. Steven Lynne, County Manager, spoke.

Mr. Ty Ryburn, Deputy Human Resource Manager, spoke.

Public Comment:

None.

A motion was made by Councilor Derkacs, seconded by Councilor Izraelevitz, that Council approve the Collective Bargaining Agreement Amendment No. 1 between the County of Los Alamos and the International Union of Police Associations (IUPA), AFL-CIO, Local No. 14, and direct the County Manager to execute the Agreement on behalf of the County; she further moved that Council approve related Budget Revision 2023-21 and that it be included in the minutes as an attachment.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Lepsch, and Councilor Scott

- D. Discussion and Possible Action on Compensation Changes and Associated Budget Revisions 2023-16 and 2023-22 for Department of Public Utilities (DPU) Employees (Union and Non-Union) and Non-Union Employees of all Other County Departments and Contract Employees.

Mr. Steven Lynne, County Manager, spoke.
Mr. Philo Shelton, Utilities Manager, spoke.

Public Comment:
None.

A motion was made by Councilor Scott, seconded by Councilor Derkacs, that Council approve Budget Revisions 2023-16 and 2023-22 as presented and the updated Salary Plan Step Schedule that reflects these budget revisions; she further moved that Budget Revisions 2023-16 and 2023-22 be included in the minutes as an attachment; she further moved that Council authorize the Council Chair to execute employment contract amendments, as needed, to implement these changes.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Lepsch, and Councilor Scott

- E. Approval of Changes to Personnel Rule 316.2 - Stability Pay Calculations

A motion was made by Councilor Izraelevitz, seconded by Councilor Derkacs, that Council approve the Changes to Personnel Rule 316.2 - Stability Pay Calculations.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Lepsch, and Councilor Scott

10. PUBLIC HEARING(S)

- A. Incorporated County of Los Alamos Resolution No. 22-24. A Resolution Authorizing the Incorporated County of Los Alamos to Pick-Up 5% of the PERA Municipal Fire Plan 5 Member Contributions as Noted Herein

Mr. Steven Lynne, County Manager, spoke.

Public Comment:
None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Scott, that that Council adopt Incorporated County of Los Alamos Resolution No. 22-24, a Resolution Authorizing the Incorporated County of Los Alamos to Pick-Up 5% of the PERA Municipal Fire Plan 5 Member Contributions as Noted Herein.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Lepsch, and Councilor Scott

- B. Incorporated County of Los Alamos Resolution No. 22-23. A Resolution Authorizing the Incorporated County of Los Alamos to Pick-Up 5% of the PERA Municipal Police Plan 5 Member Contributions as Noted Herein

Public Comment:
None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Scott, that Council adopt Incorporated County of Los Alamos Resolution No. 22-23. A Resolution Authorizing the Incorporated County of Los Alamos to Pick-Up 5% of the PERA Municipal Police Plan 5 Member Contributions as Noted Herein.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Lepsch, and Councilor Scott

- C. Incorporated County of Los Alamos Resolution No. 22-25. A Resolution Authorizing the Incorporated County of Los Alamos to Pick-Up 5% of the PERA Municipal General Plan 3 Member Contributions As Noted Herein

Public Comment:
None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Scott, that Council adopt Incorporated County of Los Alamos Resolution No. 22-25, A Resolution Authorizing the Incorporated County of Los Alamos to Pick-Up 5% of the PERA Municipal General Plan 3 Member Contributions As Noted Herein.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Lepsch, and Councilor Scott

- D. Incorporated County of Los Alamos Resolution No. 22-21. A Resolution Authorizing the Incorporated County of Los Alamos to Pick-Up 5% of the PERA Municipal Detention Office Plan Member Contributions as Noted Herein

Public Comment:
None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Scott, that Council adopt Incorporated County of Los Alamos Resolution No. 22-21, a Resolution Authorizing the Incorporated County of Los Alamos to Pick-Up 5% of the PERA Municipal Detention Office Plan Member Contributions as Noted Herein.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Lepsch, and Councilor Scott

- E. Incorporated County of Los Alamos Resolution No. 22-22. A Resolution Increasing Pick-up for Public Employees Retirement Association (PERA) Contributions Previously Established by Resolution No. 19-13 by Authorizing the Incorporated County of Los Alamos to Pick-up an Additional 5% of PERA Member Contributions for Specifically Identified Contract Employees

Public Comment:

None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Derkacs, that Council adopt Incorporated County of Los Alamos Resolution No. 22-22, a Resolution Increasing Pick-up for Public Employees Retirement Association (PERA) Contributions Previously Established By Resolution No. 19-13 by Authorizing the Incorporated County of Los Alamos to Pick-up an Additional 5% of PERA Member Contributions for Specifically Identified Contract Employees.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Lepsch, and Councilor Scott

- F. Adoption of Incorporated County of Los Alamos Resolution No. 22-17, A Resolution Removing Uncollectible Utility Accounts from the Incorporated County of Los Alamos Accounts Receivables List for - Fiscal Year 2018

Public Comment:

None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Derkacs, that the County Council adopt the Incorporated County of Los Alamos Resolution No. 22-17; a Resolution removing uncollectible Utility accounts from the Incorporated County of Los Alamos accounts receivables list for - Fiscal Year 2018.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Lepsch, and Councilor Scott

- G. Incorporated County of Los Alamos Resolution No. 22-20. A Resolution Removing Uncollectible Ambulance Billing Accounts from Accounts Receivable List of Los Alamos County through June 2018

Public Comment:

None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Derkacs, that Council approve Incorporated County of Los Alamos Resolution No. 22-20; a Resolution Removing Uncollectible Ambulance Billing Accounts Receivable from the Accounts Receivable List of Los Alamos County for EMS Transport Claims through June 2018.

The motion passed with the following vote:

Yes: 7 - Councilor Ryti, Councilor Derkacs, Councilor Hand, Councilor Izraelevitz, Councilor Reagor, Councilor Lepsch, and Councilor Scott

RECESS

Councilor Ryti called for recess at 8:32 p.m. The meeting reconvened at 8:45 p.m.

11. COUNCIL BUSINESS

A. Appointments

1) Board/Commission Appointments - Environmental Sustainability Board

Public Comment:
None.

A motion was made by Councilor Izraelevitz, seconded by Councilor Scott, to nominate Dana Ecelberger and Armand Groffman, and KokHeong McNaughton to fill two vacancies on the Environmental Sustainability Board and move that Council appoint two nominees to the vacant positions as follows:

By roll call vote, Councilors vote for two nominees, and the nominees with the highest total of four or more votes will be appointed to fill the partial terms beginning August 1, 2022 and ending on July 31, 2024.

Councilor Ryti called for a roll call vote to appoint members to the Los Alamos Environmental Sustainability Board:

**Councilors Reagor, Derkacs, Lepsch, Izraelevitz, Hand, Scott and Ryti
voted for:
Armand Groffman**

**Councilors Reagor, Derkacs, Lepsch, Izraelevitz, Hand, Scott and Ryti
voted for:
KokHeong McNaughton**

**After a roll call vote, Mr. Armand Groffman and Ms. KokHeong McNaughton were
appointed to the Los Alamos Environmental Sustainability Board.**

2) Board/Commission Appointments - Library Board

Ms. Gwen Kalavaza, Library Manager, spoke.

Public Comment:
None.

A motion was made by Councilor Lepsch, seconded by Councilor Scott, to nominate John Nash, Elizabeth Stelle, Linda Walter, and Julie Collins to fill three vacancies on the Library Board and move that Council appoint three to the vacant positions as follows:

By roll call vote, Councilors vote for three nominees and the three with the highest vote total of four or more be appointed to fill terms beginning on September 1, 2022 and ending on August 31, 2024.

Councilor Ryti called for a roll call vote to appoint members to the Los Alamos Library Board.

**Councilors Reagor, Derkacs, Lepsch, Izraelevitz, Hand, Scott and Ryti
voted for:
John Nash**

Councilors Reagor, Derkacs, Lepsch, Hand, Scott and Ryti voted for:
Elizabeth Stelle

Councilors Reagor, Derkacs, Lepsch, Izraelevitz, Hand, Scott and Ryti voted for:
Linda Walter

Councilors Izraelevitz voted for:
Julie Collins

After a roll call vote, Mr. John Nash, Ms. Elizabeth Stelle, and Ms. Linda Walter were appointed to the Los Alamos Library Board.

B. Board, Commission, and Committee Liaison Reports

Councilor Scott reported on the Historic Preservation Advisory Board meeting.

Councilor Derkacs reported on the Board of Public Utilities meeting.

Councilor Hand reported on the Hazardous and Radioactive Materials Committee meeting.

C. County Manager's Report

1) County Manager's Report for September 2022

Mr. Steven Lynne, County Manager, thanked Council for their support on the compensation items from this meeting. He reported on the hiring of the new sustainability manager, wayfinding signs, the leisure lagoon, and the Baker House.

D. COVID-19 Situational Report

Ms. Linda Matteson, Deputy County Manager, provided an update.

E. Council Chair Report

Chair Ryti reported on the county and the schools meeting, the woman's health discussion, the detention center, EMLA Cleanup Forum, the employee appreciation luncheon and costume contest, the technical working group, Municipal League Self insurers, the individual permit annual meeting, Council proclamation at veterans day events, and the sister cities group.

F. General Council Business

None.

G. Approval of Councilor Expenses

None.

H. Preview of Upcoming Agenda Items

Councilor Izraelevitz highlighted items on upcoming agendas.

Chair Ryti highlighted items on upcoming agendas.

12. COUNCILOR COMMENTS

Councilor Ryti commented on the November 8th General Election and the upcoming Thanksgiving holiday.

13. PUBLIC COMMENT

None.

14. ADJOURNMENT

The meeting adjourned at 9:24 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Randall T. Ryti, Council Chair

Attest:

Naomi D. Maestas, County Clerk

Meeting Transcribed by: Ubaldo Barela, Deputy Clerk



County Council

November 15, 2022

Honorable Bryan Biedscheid, 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 Bryan Biedscheid;

COUNTY COUNCIL

Randall T. Ryti
Council Chair

Denise Derkacs
Council Vice Chair

COUNCILORS

Melanee Hand
David Izraelevitz
Keith Lepsch
David Reagor
Sara Scott

COUNTY MANAGER

Steven Lynne

On October 21st, 2022, Los Alamos County Councilors Randall Ryti, and Denise Derkacs, and Keith Lepsch met with Detention Administrator Hilario Salinas 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 black ink, appearing to read "Randall Ryti", is written over a light blue horizontal line.

Randall Ryti, Chair
Los Alamos County Council

Enclosures

Budget Revision 2023-17

Council Meeting Date: 11-15-2022

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	Public Works/ Environmental Services (Raid Grant)	61173010	3479/8839	\$ 59,494	\$ 59,494		\$ -
2	Assessor/ Wages (Double Fill)	01112010	8111		\$ 37,226		\$ (37,226)
3	Assessor/Benefits/Benefits	01112010	8299		\$ 18,948		\$ (18,948)
4							
5							
Description: Line 1 will allow budget authority for Environmental Services to purchase equipment in accordance to the RAID grant received. Line 2 and 3 is a request to double fill the Deputy Assessor position for 5 months due to the retirement of the current Deputy Assessor.							
Fiscal Impact: 156,174 in the General Fund.							

Erika Thomas 11/2/2022

Preparer

Date

Erika Thomas

Budget & Performance Manager

Budget Revision 2023-20

Council Meeting Date: 11/15/2022

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	Fire Fund - Operations	66360121	81xx/82xx		\$ 1,100,000	\$ -	\$ (1,100,000)
2	General Fund - Fire County Share	01162810	8795		\$ 286,000	\$ -	\$ (286,000)
3	Fire Fund - Intrafund Revenue	66360929	5165	\$ 286,000		\$ -	\$ 286,000
Description: The purpose of this budget revision is to increase salaries and benefits expenditure authority as a result of the the Collective Bargaining Agreement Amendment 1 with LAFA and the County. These adjustments have not been included in the Cooperative Agreement, and will be taken from Fund Balance in accordance with the CA cost sharing split. The General Fund portion of the revision is for the County's share of the Cooperative Agreement relating to this expenditure.							
Fiscal Impact: The net fiscal impact to the Fire Fund Fund is to increase expenditures for salaries and benefits by \$1,100,000 and a net impact to fund balance of a decrease by \$814,000. The net fiscal impact to the General Fund is to increase expenditures and decrease fund balance by \$286,000.							

Budget Revision 2023-21

Council Meeting Date: 11/15/2022

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	General Fund/ LAPD/Salaries	01165220	81XX		\$ 330,000		\$ (330,000)
2	General Fund/ LAPD/Benefits	01165220	82XX		\$ 240,000		\$ (240,000)
3							
8							
9							
10							
Description: Los Alamos Police Department Salary and Benefit Increase according to Amendment 1 with the International Union of Police Associations (IUPA), AFL-CIO, Local No. 14.							
Fiscal Impact: General Fund Decrease of \$570,000							

Budget Revision 2023-16

BPU Meeting date: November 2, 2022

Council Meeting Date: November 15, 2022

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
	Joint Utilities Fund - Electric Production	511	81XX/82XX		\$ 157,000		\$ (157,000)
	Joint Utilities Fund - Electric Distribution	512	81XX/82XX		\$ 455,000		\$ (455,000)
	Joint Utilities Fund - Gas Distribution	531	81XX/82XX		\$ 133,000		\$ (133,000)
	Joint Utilities Fund - Water Production	542	81XX/82XX		\$ 111,000		\$ (111,000)
	Joint Utilities Fund - Water Distribution	541	81XX/82XX		\$ 137,000		\$ (137,000)
	Joint Utilities Fund - Wastewater	551	81XX/82XX		\$ 207,000		\$ (207,000)
Description: The purpose of this budget revision is to increase expenditures for salary and benefit increases for employees in FY2023 that were outside of the FY2023 budget planning cycle. See staff report for further details.							
Fiscal Impact: \$1,200,000 of budget authority in labor categories for expenditure in FY2023 and a net fund balance decrease in the various funds above.							

Helen Perraglio

10/26/22

Preparer

Date

Budget & Performance Manager

Budget Revision 2023-22

Council Meeting Date: 11/15/2022

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	General Fund - Various	011	81xx/82xx		\$ 1,990,000		\$ (1,990,000)
2	Health Care Assistance Fund	151	81xx/82xx		\$ 9,000		\$ (9,000)
3	Property Tax Valuation Fund	182	81xx/82xx		\$ 14,000		\$ (14,000)
4	Bench Warrant Fund	185	81xx/82xx		\$ 3,000		\$ (3,000)
5	Environmental Services Fund	611	81xx/82xx		\$ 112,000		\$ (112,000)
6	Transit Fund	651	81xx/82xx		\$ 269,000		\$ (269,000)
7	Airport Fund	681	81xx/82xx		\$ 8,000		\$ (8,000)
8	Equipment Maintenance Fund	722	81xx/82xx		\$ 118,000		\$ (118,000)
9	Other Risk Management Fund	739	81xx/82xx		\$ 34,000		\$ (34,000)
10	Fire Cooperative Agreement Fund	663	81xx/82xx		\$ 330,000		\$ (330,000)
11	Fire County Share-CA Interdepartmental Expenditure	01162810	8795		\$ 86,000		\$ (86,000)
12	Fire Administration - Interdepartmental Revenue	66360929	5165		\$ 86,000		\$ 86,000

Description: The purpose of this budget revision is to modify the expenditure authority in FY2023 related to mid-year compensation adjustments for non-union County employees for 10% salary increases, doubling of stability pay, and applying a 5% PERA pickup to the employee's share of contributions, along with other associated benefit adjustments. Lines 10, 11, and 12 represent the County's cost share for the Fire Cooperative Agreement non-union employees at a 74%/26% split.

Fiscal Impact: This results in a net decrease to the General Fund of \$2,076,000, and other funds identified above totaling \$811,000.

Helen Perraglio 11/9/2022

Preparer

Date



Chief Financial Officer



County of Los Alamos

Staff Report

November 29, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals): * 2021 Council Goal - Investing in Infrastructure; DPU FY2022 - 1.0 Provide Safe and Reliable Utility Services

Presenters: Jack Richardson, Deputy Utilities Manager - GWS Services and Clay Moseley, Deputy Utilities Manager - GWS Services

Legislative File: AGR0823-22

Title

Approval of Services Agreement No. AGR23-917 with DUB-L-EE, LLC in the amount of \$500,000, plus applicable gross receipts tax, for the purpose of On-Call and Emergency Utility Repair Services

Recommended Action

I move that the County Council approve Services Agreement No. AGR23-917 with DUB-L-EE, LLC in the amount of \$500,000, plus applicable gross receipts tax, for the purpose of On-Call and Emergency Utility Repair Services.

Utilities Manager Recommendation

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

Board, Commission or Committee Recommendation

The Board of Public Utilities approved this agreement at their regular meeting of November 16, 2022 and recommends that Council approve the motion as presented.

Body

The GWS Operations Division of the DPU has been chronically short-staffed and has experienced an unprecedented level of staff turn-over during this past year. Qualified certified operators have been especially hard hit and are particularly difficult to replace, resulting in a shortage of these key personnel to cover crew stand-by 24 hours-7days a week. To shore-up the situation, DPU staff is requesting the procurement of services by DUB-L-EE, LLC, who is fully qualified to perform repairs and O&M on gas, water, and wastewater collection utilities, including steel gas pipeline, as required by law. In the event that GWS O&M staff is not able to cover emergency situations in-house, or needs assistance with O&M repairs, a task order can be drafted for DUB-L-EE to perform a part, or all of the necessary work.

Alternatives

County Council could reject the Services Agreement and rely solely on DPU GWS Operations staff to cover emergency situations on top of their regular O&M workload. Please keep in mind that we are heading into winter with a critical shortage of the more experienced operators and pipefitters.

Fiscal and Staff Impact

The GWS budget is sufficient to cover any potential emergency task orders required to maintain the utility.

Attachments

A - AGR23-917 DUB-L-EE_FINAL



**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 **Dub-L-EE, LLC**, a New Mexico limited liability corporation ("Contractor"), to be effective for all purposes November 30, 2022 ("Effective Date").

WHEREAS, the County has a Department of Public Utilities ("DPU") created to serve the citizens of the County; and

WHEREAS, DPU provides potable water services, wastewater collection and treatment, electrical production and distribution services, and natural gas distribution services (collectively "utility services"); and

WHEREAS, many of these utility services are regulated by state and federal regulatory agencies and departments and which require a minimum level of utility service protection such as immediate response to natural gas, water and wastewater collection and distribution systems; and

WHEREAS, there is currently a shortage of qualified and certified staffing for many of the County's utility services; and

WHEREAS, DPU, similar to other public and private utility providers across the State and nation, is experiencing insufficient levels of trained and certified staffing which may lead to delays in responding to water, gas or sewer-related projects and which may cause leaks, spills, and potential gas explosions; and

WHEREAS, the County and DPU, to meet regulatory mandates and laws, must have emergency on-call contractor services available to avoid the threats to the public health, welfare or safety; and

WHEREAS, the County needs additional time to initiate a competitive solicitation and award one or more longer-term contracts for such critical services; and

WHEREAS, the County's Board of Public Utilities approved this Agreement at a public meeting held on November 16, 2022; and

WHEREAS, the County Council approved this Agreement at a public meeting held on November 29, 2022; 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) General.

- a) Contractor shall timely supply on-call gas, water, and sewer utilities construction, installation, maintenance, repair and replacement work to the County on an as-needed basis (hereafter "Services") during the term of the Agreement and at the prices listed in Exhibit "A," attached hereto and made a part hereof for all purposes. County reserves the right, at its sole discretion, to separately quote or bid any construction project pursuant to the provisions of this Agreement. Contractor shall supply all materials, including but not limited to, personal protective equipment ("PPE") and Occupational Safety and Health Administration ("OSHA") required equipment and supplies, construction materials, and specialty rental equipment necessary to complete the Services in accordance with the Compensation Rate Schedule (Exhibit "A").
- b) The Services shall be conducted in compliance with Department of Public Utilities ("DPU") construction standards, at: <https://ladpu.com/ConstructionStandards>, and DPU rules and regulations, at: <https://www.losalamosnm.us/government/departments/utilities>, the manufacturer's requirements, industry standards, and applicable local, state and federal codes and laws, and by workers trained and properly licensed to perform the Services. Contractor shall be responsible for obtaining any and all permits required for the Services.
- c) All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed and disposed of at an approved waste disposal site at the costs to the Contractor. Contractor shall protect staff and the public from the work.

2) Task Orders.

- a) The County's Project Manager ("Project Manager") shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample task order is provided in Exhibit "B, " Sample Task Order, attached hereto and made a part hereof for all purposes. The County's Project Manager shall address the following items for each Request for Quote, including but not limited to the following:
 - i) Proposed Project Scope.
 - ii) User impacts, if any.
 - iii) Phasing of Work.
 - iv) Utility interruptions.
 - v) Permits that may be required. (Ultimate compliance with permitting requirements lies with Contractor.)
- b) Upon the County's issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or services requested by Project Manager ("Quote"), within fifteen (15) working days of receipt of the request. The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Task Order. Contractor's Quote shall address each of the items noted above in Section A(2)(a) and other items as deemed necessary for County's consideration. Cost shall conform to the rates detailed in Exhibit "A." Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager.

Preparation and work performed to prepare each of the proposals and quotes shall be considered as incidental to this Agreement and not compensable.

- c) If Contractor's Quote is acceptable to County, the Project Manager shall provide Contractor with a written approval ("Approved Task Order"). Contractor is authorized to begin work only upon receipt of the Approved Task Order.
- d) If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the task order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the Approved Task Order shall be approved by County prior to Contractor continuing the performance of Services. In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum amount of compensation set forth in this Agreement unless modified by County.
- e) Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work and renting equipment. Costs for any Subcontractors shall be paid to Contractor at the same rate as Contractor. All subcontractor costs shall be included in the Contractor's invoicing with Subcontractor itemized costs as may be approved in the Approved Task Order.
- f) This Agreement does not provide Contractor with a guarantee that County will accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any Services. County's issuance of a Request for Quote is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quotes as needed.

3) Pay of Prevailing Wages and Bond Requirements.

- a) Individual Approved Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and issue it to the Contractor prior to the preparation of the Approved Task Order.
- b) Contract Performance and Payment and Performance Bonds: When an individual Task Order is awarded in excess of the State prevailing wage threshold, the following bonds or security shall be delivered to the County by Contractor and shall become binding on the parties upon the execution of the Approved Task Order. The following are the minimum requirements of any Payment of Performance Bond. A sample Payment Bond and Performance Bond are attached as Exhibit "C":
 - i) A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the individual Task Order; and
 - ii) A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the individual Task

Order. The bond shall be in an amount equal to 100 percent of the price specified in the individual Task Order.

SECTION B. TERM: The term of this Agreement shall commence November 29, 2022, and shall continue through November 28, 2023, 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized, per the completion of the Approved Task Order or monthly, whichever is sooner, invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT 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; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if 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.

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. DUTY TO ABIDE: 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.

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. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N: VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: The County and the Contractor irrevocably agree that any and all legal proceedings related to this agreement or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial Circuit of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial Circuit of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding.

SECTION O: WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, the County and the Contractor irrevocably agree that a court shall determine all issues of law and fact with a jury trial being expressly waived.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. FORCE MAJEURE:

As used in this Agreement, the term "Force Majeure Event" shall mean the occurrence of an unforeseeable event beyond the reasonable control of the Party affected that results in the failure or delay by such Party of some performance hereunder including, but not limited to: war, terrorism, severe weather conditions, strikes, labor disputes, and epidemic or pandemic disease or condition and any order or decree by a government authority related or in response thereto. In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, the Party's whose performance hereunder is adversely affected by a Force Majeure Event will exercise all commercially reasonable efforts to mitigate or limit the failure or delay caused by the Force Majeure Event. Such party shall, within ten (10) days from the occurrence of a Force Majeure Event that will, or is reasonably likely to, affect a Party's performance of its duties hereunder, give the other Party written notice and detailed explanation of such Force Majeure Event and the resulting failure or delay in the affected Party's performance.

If such Party shall has used all commercially reasonable efforts to mitigate the Force Majeure Event's effects and has provided notice pursuant to the Agreement, the time for performance shall be excused or extended for the period of the delay. Regardless of the Force Majeure Event, if such Party is not able to perform within 30 days of such event, the other Party may terminate this Agreement, or an issued and approved Task Order, without the application of penalties. No obligation or liability of either Party which became due or arose before the occurrence of a Force Majeure Event shall be excused as a result of the occurrence of the Force Majeure Event.

SECTION R. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein and may not novate this Agreement to another without the prior written consent of the [County Manager/County Utilities Manager].

SECTION S. 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 T. 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 U. TERMINATION:

1. **Generally.** The County Utilities Manager 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. In the event the County fails to comply with any material provision of this Agreement, Contractor has the right, in addition to any or all other remedies available at law or at equity, all of which shall be cumulative, to suspend its performance upon five (5) days' written notice to the County and, if the County's default is not cured within ten (10) days after the commencement of such suspension, to terminate this Agreement upon an additional fifteen (15) days' written notice to the County. Upon such termination by Contractor, the County shall pay to Contractor such amounts as Contractor would have been entitled to receive in the event of a termination by the County.
3. **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 V. 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:

Utilities Manager
Incorporated County of Los Alamos
1000 Central Avenue
Los Alamos, New Mexico 87544
Email : philo.shelton@lacnm.us

Contractor:

Edward Saiz
Dub-L-EE, LLC
98 Highway 66 East
Albuquerque, New Mexico 87123
Email : esaiz@dublee.com

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

SECTION W. 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 authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

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

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

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

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement and individual Request for Quotes, Quotes, and Approved Task Orders, may be signed by electronic signature.

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

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: _____
PHILO P. SHELTON III **DATE**
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

DUB-L-EE, A NEW MEXICO LIMITED LIABILITY CORPORATION

BY: _____
EDWARD SAIZ **DATE**
PRESIDENT

Exhibit "A"
Compensation Rate Schedule
AGR23-917

Materials Costs & Specialty Equipment Rental:

Materials shall be paid at invoice cost from the vendor/supplier with applicable hourly rates for administrative/invoice processing costs as identified below.

Specialty rental equipment (excluding small tools) to be paid at Contractor's rental cost with a \$100.00 per invoice processing fee.

Subcontractors:

Shall be paid at the subcontractor's cost to Contractor based upon an itemized quote for labor, material, and equipment costs with applicable hourly rates for administrative processing costs as identified herein.

Administrative/Invoice Fee/Hourly Rates	Year 1
Material Administrative Processing Cost – Per Invoice	\$100.00
Subcontractor Administration Processing Cost – Per Invoice	\$100.00

Labor Classification*	Year 1
Supervisory Group	
Project Manager <u>w/truck</u>	\$78.00 per/hr.
Superintendent w/truck	\$75.00 per/hr.
Foreman w/truck	\$70.00 per/hr.
Safety Manager w/truck	\$60.00 per/hr.
Non-Supervisory Group	
Laborer	\$34.20 per/hr.
Skilled	\$41.80 per/hr.
Specialty	\$47.50 per/hr.
Per Diem	
Per Diem: rates will be charged according to the GSA Site - https://www.gsa.gov/travel/plan-book/per-diem-rates	

***Hours in excess of 40 hours will be paid at 1.5 of the stated rates.**

**Exhibit "A,"
Compensation Rate Schedule
AGR23-917**

Equipment Classification	
Track Excavator w/operator (CAT 200 Class & Smaller)	\$125.00 per/hr.
Backhoe w/operator	\$98.00 per/hr.
Water Truck w/driver	\$60.00 per/hr.
Mini Excavator w/operator (CAT 304 Class & Smaller)	\$105.00 per/hr.
Non-Destructive Pothole Machine	\$220.00 per/hr.
Arc Welding Truck w/ welder	\$110.00 per/hr.
Compressor w/accessories	\$30.00 per/hr.
Loader w/operator	\$105.00 per/hr.
Utility Truck ¾ ton	\$39.00 per/hr.
Trencher w/operator	\$64.00 per/hr.
Pipe Trailer	\$28.00 per/hr.
Dump Truck w/ driver	\$85.00 per/hr.
Skid steer w/operator	\$85.00 per/hr.
Utility Truck 1-Ton	\$42.00 per/hr.
Shoring (OSHA APPROVED)	\$27.50 per/hr.
Enclosed Utility Trailer	\$15.00 per/hr.

**Exhibit "A,"
Compensation Rate Schedule
AGR23-917**

Fuel Surcharge Adjustment Table

Effective August 29, 2022, the base fuel cost shall be based on a \$4.9272 per gallon diesel fuel cost, and \$4.020 for gasoline. For any monthly variance (increase or decrease) greater than \$0.25 after August 29, 2022, as determined by the U.S. Energy Information Administration (US EIA), U.S. On-Highway Diesel Fuel Prices for the Rocky Mountain Region reported weekly on Tuesdays, increases exceeding \$0.25 change over the prior period will result in a Fuel Surcharge Adjustment, calculated based on a percentage of the cost of fuel for the round-trip haul portal to portal for mobilization. The percentage applied to the cost of fuel is detailed below. Effective July 11, 2022, each whole \$0.25 change over \$4.00 will result in a fuel surcharge of increasing percentages. Fuel costs corresponding to the ranges listed below shall apply to the cost of fuel for a given trip. Contractor shall provide evidence of the actual rate of fuel paid for each trip when billing the fuel surcharge, failure to do so shall result in no fuel surcharge being applied.

Should the cost of fuel decrease, the applicable percentage for the corresponding fuel cost range shall apply. Should fuel costs fall below the \$4.00 base fuel cost, no fuel surcharge shall apply.

For example, the current fuel price per the US EIA Rocky Mountain on May 2, 2022, of \$5.41 with a reported round trip actual fuel expense of \$779.04, the 16% fuel surcharge would apply, based on the fuel price range of \$5.25 - \$5.49. The resulting fuel surcharge would be the validated actual fuel expense of \$779.04, multiplied by the Surcharge Percentage 0.16 resulting in \$124.65. The fuel surcharge of \$124.65 would then be added to the contracted trip charge of \$1,350.00, for a total invoiced trip charge of \$1,474.65.

Fuel Cost	Surcharge Percentage
Less than \$4.00	0%
\$4.00-\$4.24	6%
\$4.50-\$4.49	8%
\$4.50-\$4.74	10%
\$4.75-\$4.99	12%
\$5.00-\$5.24	14%
\$5.25-\$5.49	16%
\$5.50-\$5.74	18%
\$5.75-\$5.99	20%
\$6.00-\$6.24	22%
\$6.25-\$6.49	24%
\$6.50-\$6.74	26%
\$6.75-\$6.99	28%

**Exhibit "A,"
Compensation Rate Schedule
AGR23-917**

Other Costs and Charges:

Fuel surcharge for equipment ("burn rate")

Small equipment will be calculated at 3.9 gallons per hour. Large equipment will be calculated at 8.9 gallons per hour. Small equipment shall be defined as mini-excavator, backhoes, and rollers. Large equipment shall be defined as loader, vactor, excavator 200 class and smaller.

Rate for Mobilization as a one-time mobilization charge shall be utilized **per Task Order** for the range of Task Order amounts below (shall apply to any job site location in Los Alamos County):

Task Orders Amount (less GRT)	Mobilization Charge
Less than \$25,000	10% of Task Order Value
\$25,000 to \$50,000	10% of Task Order Value
>\$50,000 to \$75,000	10% of Task Order Value
>\$75,000 to \$100,000	10% of Task Order Value
>\$100,000 to \$150,000	10% of Task Order Value
>\$150,000 to \$200,000	10% of Task Order Value
>\$200,000 to \$250,000	10% of Task Order Value
>\$250,000 to \$300,000	10% of Task Order Value
>\$300,000 to \$350,000	10% of Task Order Value
>\$350,000 to \$400,000	10% of Task Order Value
>\$400,000 to \$450,000	10% of Task Order Value
>\$450,000 to \$500,000	10% of Task Order Value
>\$500,000 and beyond	10% of Task Order Value

Exhibit "B"
AGR23-917
Sample Task Order

COUNTY OF LOS ALAMOS UTILITIES DEPARTMENT

Contractor Name
SERVICES AGREEMENT: AGRXX-XXX

Task Order No.: X

Date Prepared: *Month, Day, Year*

Task Order Project Title: Name

Job Cost #: **XX-####** *This is a DPU completed value telling admin where to charge the cost.*

Task Order DPU Project Manager: Name *This is a DPU item for identifying the DPU project manager.*

Phone: (###) ###-####

Email: name@lacnm.us

Task Order ASW Contact: Name

Phone: (###) ###-####

Email: name@lacnm.us

Scope of Work:

This is usually a list of line items from the contract or new items required specific to the individual task. In a spreadsheet / table format similar to the "Total Cost" spreadsheet below.

Start Work Date: ####/####/####

Complete Work By: ####/####/####

Estimated Total Cost: (not to exceed amount): \$ 0.00
GRT: \$ 0.00
Final Estimate: \$ 0.00

Current Agreement Total Value	\$	GRT	\$ 0.00
Total Value of all Task Orders to date, including this task order	\$ 0.00	GRT	\$ 0.00
Remaining Agreement Total Value	\$	GRT	\$ 0.00

Exhibit "B"
AGR23-917
Sample Task Order

SIGNATURES

DPU Project Manager Date

Name: _____
 Print

Contractor Date

Name: _____
 Print

DPU Deputy or Manager Date

Name: _____
 Print

NOTE: Deputy Manager can sign for up to \$25,000.00. Utilities Manager must sign for over \$25,000.00. Board of Public Utilities must approve for over \$50,000.00. County Council must approve for over \$200,000.00.

REMINDERS:

- 1) Task Orders which meet or exceed the then current prevailing wage threshold require a Wage Rate Decision.
- 2) Task Orders in excess of the state prevailing wage threshold, the following bonds or security shall be delivered to the county and shall become binding on the parties upon the execution of the Task Order:
 - (1) A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the Task Order; and
 - (2) A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the county, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Task Order. The bond shall be in an amount equal to 100 percent of the price specified in the Task Order.

Exhibit "C"
AGR23-917
Sample Payment Bond and Performance Bond



LOS ALAMOS

We as Principal, hereinafter referred to as Contractor, and _____ a corporation organized and existing under and by the virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, hereinafter called Surety, are held and firmly bound unto the Incorporated County of Los Alamos, hereinafter referred to as County, in the penal sum of one hundred percent (100%) of the Contract Price of _____ dollars (\$ _____), as may be adjusted by Change Order, inclusive of applicable gross receipts taxes in lawful money of the United States of America, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are such that, whereas, Contractor has been awarded and has agreed to enter into a certain Contract with the Incorporated County of Los Alamos, to which this Performance Bond shall be attached and incorporated therein, for performance of Work or services on Project specifically described in the Contract document for:

Incorporated County of Los Alamos
Agreement No. – AGR23-913
Southwest Hazard Control On-Call
Abatement

and if Contractor shall perform and complete all of the undertakings, covenants, terms, and obligations of said Contract during the original term thereof, and any extensions which may be granted by County with or without notice to the Surety, and if Contract shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay County all outlay and expenses which County may incur in making good any default, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Performance Bond Continued

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six (6) months following the expiration of said express guarantees, if any.

The Surety acknowledges that said Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Right of action with respect to any express guarantees, if any, in said Contract shall accrue following completion and formal acceptance of the work under said contract.

The right to sue on this bond accrues only to the contracting agency and the parties to whom New Mexico Statutes Annotated, 1978 Comp. 13-4-18 through 13-4-20, as amended, grants such right; and such right shall be exercised only in accordance with the provisions and limitation of said statutes.

PROVIDED, FURTHER, that Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of Contract. The Agreement, including all Exhibits and Attachments, or the work to be performed thereunder accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract.

PROVIDED, FURTHER, that no final settlement between County and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument may be executed in two counterparts, each one of which shall be deemed as an original, this _____ day of _____, 20__.

The undersigned state that they have the authority to enter into said Contract.

CONTRACTOR AS PRINCIPAL:

By: _____

Print Name: _____

Title: _____

ATTEST: _____

SURETY:

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Payment (Labor and Materials) Bond



LOS ALAMOS

Payment (Labor and Materials) Bond for the Protection of all Persons Supplying Labor and Material to the Contractor or its Sub-contractors

Bond No. _____

We _____ as Principal, hereinafter called Contractor, and _____, a Corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to do business in the State of New Mexico, hereinafter called the Surety, are held and firmly bound unto the Incorporated County of Los Alamos as Obligatee, hereinafter County, in the amount of _____ Dollars (\$ _____), in the penal sum of one hundred percent (100%) of the Contract Price of _____ dollars (\$ _____), as may be adjusted by Change Order, inclusive of applicable gross receipts taxes in lawful money of the United States of America, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

Payment (Labor and Materials) Bond is for the Protection of all Persons Supplying Labor and Material to the Contractor or its Sub-contractors.

WHEREAS, Contractor has agreed to enter into the Contract AGR23-913
Incorporated County of Los Alamos
Agreement No. – AGR23-913
Southwest Hazard Control On-Call
Abatement

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and materials and supplies be furnished under the original contract or any contract thereunder, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject, however to the following conditions:

Services Agreement No. AGR23-917

Dub-L-EE, LLC

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Version: 08032022

Attachment A

Exhibit "D"
AGR23-917
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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; Melanee Hand; David Izraelevitz; Keith Lepsch; David Reagor; Randal Ryti; and Sara Scott.)

Contribution Made By:					
Relation to Prospective Contractor:					
Name of Applicable Public Official:					
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):		Purpose of Contribution(s):	
	\$				
	\$				
	\$				
	\$				
	\$				

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

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

Signature _____ Date _____

Title (position)



County of Los Alamos

Staff Report

November 29, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: C.

Index (Council Goals): * 2022 Council Goal - Investing in Infrastructure

Presenters: Eric Ulibarri, County Engineer and James Alarid, Deputy Utilities Manager - Engineering

Legislative File: AGR0849-22

Title

Award of Bid No. 23-41 in the Amount of \$3,364,769.80 plus Applicable Gross Receipts Tax to TLC Plumbing & Utility for Construction of the 33rd/34th and Arkansas Road and Utility Improvements Project; Establish a Project Budget in the Amount of \$4,062,462.54 for Roadway and Utility Work; and Approve Related Budget Revision 2023-24

Recommended Action

I move that Council award Bid No. 23-41 in the Amount of \$3,364,769.80 plus Applicable Gross Receipts Tax to TLC Plumbing & Utility for Construction of the 33rd/34th and Arkansas Road and Utility Improvements Project; Establish a Project Budget in the Amount of \$4,062,462.54 for Roadway and Utility Work; and Approve Related Budget Revision 2023-24 as summarized on Attachment D.

I, further, move that Attachment D be made a part of the minutes of this meeting.

County Manager's Recommendation

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

Board, Commission or Committee Recommendation

The Utilities portion of the bid was approved by the Board of Public Utilities on November 16, 2022 and recommends forwarding the project to Council for approval. A copy of the Board's agenda documentation is attached for reference (Attachment A).

Body

Background

The Department of Public Utilities approached the Public Works Department in 2020 because of multiple underground utility failures in the vicinity of the 33rd and 34th Street loop near Aspen Elementary. Seeing the immediate need for reconstruction of the utility infrastructure in the area and poor to moderate Pavement Condition Index (PCI) scores in the area, Public Works requested and was granted a budget option in the FY 2022 budget cycle.

On April 7, 2022, the County advertised a formal competitive solicitation for project construction through Invitation to Bid No. 22-65 with no bids received.

On October 17, 2022, the County advertised a formal competitive solicitation for project construction through Invitation to Bid No. 23-41. One response was received on November 3, 2022, and the evaluation committee is recommending award to the bid provided by TLC

Plumbing & Utility.

Roadway and Utility improvements are proposed on 33rd St. beginning 550 feet south of the intersection with Villa St. northwards to 34th St., 34th St. from the intersection of 33rd St. south to the Villa St. intersection. (See Attachment B - Project Vicinity Maps).

Roadway work will include reconstruction of roadway infrastructure and drainage improvements to include removal of existing asphalt surface and base material. Re-compaction of subgrade and base material and installation of new asphalt surface. Reconstruction of driveways, sidewalks, curb ramps, fillets, and curb and gutters will be completed on an as needed basis. A new storm drain installation will include new storm drainpipe, retrofitting drop inlets tops and installation of three (3) curb drop inlets. (Roadway Reconstruction: Approximately 3,470 feet). Utility work will include installation of new water lines and services in all the roads listed above. All existing sewer crossings beneath the reconstructed roads will be replaced using trenchless methods. A 10" sewer line in the back yards of homes fronting 35th Street will be rehabilitated using the trench less method of spiral PVC lining. Existing water lines will be capped and abandoned. All existing surface features will be removed and disposed.

During construction, the contractor will utilize a staging area at the overflow parking lot on the west side of the Golf Course (4290 Diamond Drive).

A public meeting was held on March 3, 2022, in conjunction with the regular Transportation Board meeting to obtain input on the design.

Upon Council approval, the Notice of Award will be sent to the contractor on November 30, 2022, and work will begin on or before April 4, 2023. The contract includes a substantial completion date of September 23, 2023, a final completion date of October 28, 2023, and liquidated damages for late completion.

Upon receipt of a schedule from the contractor and subsequent approval by the County, the schedule and traffic impacts will be shared with the public through weekly construction updates to general media and posted on the project website. Traffic impacts will be minimized to the greatest extent possible during construction with the county providing a thorough review of traffic control plans prior to issuance of construction permits. Staff will also monitor all traffic control installations to ensure proper installations. Staff will work closely with the contractor, the schools, and area residents regarding changes and maintenance of traffic access including any special needs, refuse pick up, mail delivery, and water shutoff periods.

Bid Analysis

Given the recent observations of the current bidding climate for this and other projects, staff has assembled the following observations, research and analysis for price variances and low contractor interest:

1. Unanticipated Market Tightening
 - a. Increases in work, particularly in larger, urban areas, appears to decrease contractor availability and interest given their large backlog of work.
 - b. Decrease in available skilled labor force and regional availability along with lingering Covid-19 related impacts.
 - c. Increased subsistence costs associated with out-of-region labor.

-
- d. Smaller projects not attracting more and larger contractor interest.
 - e. Construction costs in Los Alamos County are historically higher than other areas located within or near more densely populated locales. Often, contractor home offices and their labor force mobilize and travel from outside the county.

2. Cost Escalation

- a. The last two years (2021-2022), have shown unprecedented increases in construction costs due to supply-chain bottlenecks and a tight labor market. The steep escalations in costs are being seen nationwide with the NMDOT recently reporting bids received more than two times over estimated construction costs.
- b. The Associated General Contractors of America have indicated that the military conflicts and global uncertainty have further contributed to cost increases.
- c. Recent higher oil and fuel prices have increased asphalt pavement and transportation costs. This translates to increased material and shipping costs and localized trucking costs for transporting materials to and from construction sites such as asphalt, concrete, soil, aggregate and waste materials.

Given the above analysis, staff finds the bid for the project reasonable. Delaying the work could result in further costs increases over time.

Alternatives

Council could choose to not approve the agreement and postpone or cancel the project with the consequence that the existing infrastructure will continue to deteriorate.

Fiscal and Staff Impact/Planned Item

The FY2022 adopted budget includes \$2,500,000 for the roadway portion of the project through the County's Capital Improvement Program (CIP).

The required budget for the roadway portion of the project including contingency for unanticipated changes or field conditions is \$2,987,500-this includes a transfer of \$470,000 from the Canyon Road Reconstruction project, and \$30,000 from the Cumbres Del Norte Road Improvements projects which were both completed under budget in FY 23. The Utilities budget is \$1,074,962.54, for a total combined project budget of \$4,062,462.54. See Project Budget Spreadsheet (Attachment C) and Budget Revision Form (Attachment D) for additional details.

Attachments

- A - Board of Public Utilities Agenda Document
- B - Project Vicinity Maps
- C - Project Budget Spreadsheet
- D - Budget Revision Form 2023-24



County of Los Alamos

Staff Report

November 16, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 6.B.

Index (Council Goals): * 2022 Council Goal - Investing in Infrastructure; DPU FY2020 - 1.0 Provide Safe and Reliable Utility Services

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Legislative File: 16421-22a

Title

Award of Bid No. IFB 23-41 for the Purpose of the Utilities Portion of the 33rd, 34th & Arkansas Street Road Roadway and Utility Upgrade Project with TLC Plumbing and Utility.

Recommended Action

I move that the Board of Public Utilities approve the Award of Bid No. IFB 23-41 for the Purpose of the Utilities Portion of the 33rd, 34th & Arkansas Street Road Roadway and Utility Upgrade Project with TLC Plumbing and Utility, in the Amount of \$772,460 and a contingency in the amount of \$115,869, for a total of \$888,329, plus Applicable Gross Receipts Tax and forward to Council for approval.

..Utilities Manager's Recommendation

The Utilities Manager recommends that the Board approve as presented.

Body

This project is a joint roadway and utilities project coordinated with the Public Works Department. The waterlines in the 33rd Street/34th Street loop in the vicinity of Aspen Elementary School are the worst in the water distribution system. There has consistently been 2 or more leaks each year in the old cast iron pipe over the past decade. The condition of the road is poor as result of the many water line leaks, repairs and associated asphalt patches. The project was bid in early 2022 and no bids were received. Since then there have been two leaks in the area. The project was re-bid in October 2022 and TLC Plumbing and Utility was the low responsive bidder. In addition to the waterline replacement, the clay sewer lines below the roads scheduled to be repaved will be replaced using trenchless methods. The project is scheduled to be presented and awarded at the November 29, 2022 County Council Meeting. Work will not begin until spring of 2023, but the time until then is necessary to procure the pipeline materials which continue to be affected by supply chain delays.

Alternatives

If the project is not approved, staff will continue to pursue the project in upcoming fiscal year budgets due to the poor condition of the waterlines in the area.

Fiscal and Staff Impact/Planned Item

The project was originally budgeted as follows: water distribution \$448,000 and wastewater \$352,000. The \$352,000 budgeted for the wastewater component of the project has since been reallocated to the Los Alamos Wastewater Plant Tertiary Building project to cover overruns. The project will now be funded as follows:

\$448,000.00 33rd/34th Street Project Water

\$ 50,000.00 Canyon Road Unspent Contingency

\$ 63,545.00 Tank Piping Project savings

\$390,632.00 Composting Expansion

\$952,177.00 Total Project Cost (Bid, 15% Contingency & NMGR @ 0.071875)

Attachments

A - Project Plans

ATTACHMENT B -
PROJECT VICINITY MAPS



ATTACHMENT B -
PROJECT VICINITY MAPS



PROJECT BUDGET SPREADSHEET		
IFB NO. 23-41: 33rd/34th and Arkansas Road and Utility Improvements Project		
Budget	Roadway	Utilities
FY 2022 Transportation CIP	\$ 2,500,000.00	
Arts In Public Places - 1/2%	\$ (12,500.00)	
FY 2022 Utilities Budget		\$ 1,074,962.54
Budget Revision	\$ 500,000.00	
Total Recommended Budget	\$ 2,987,500.00	\$ 1,074,962.54
Total Combined Recommended Budget	\$4,062,462.54	
Construction Expenses	Roadway	Utilities
Base Bid - TLC Plumbing & Utility	\$ 2,592,309.80	\$ 772,460.00
DPU Share for Mobilization, Traffic Control, SWPPP & Survey	\$ (114,551.50)	\$ 114,551.50
Subtotal	\$ 2,477,758.30	\$ 887,011.50
NMGRT 7.1875%	\$ 178,088.88	\$ 63,753.95
Total Bid w/Tax	\$ 2,655,847.18	\$ 950,765.45
Contingency	\$ 283,443.69	\$ 124,197.08
Independent Assurance Testing	\$ 35,000.00	
Geotechnical Investigation	\$ 13,209.13	
Total Expenses	\$ 2,987,500.00	\$ 1,074,962.54
PUBLIC WORKS ROADWAY BUDGET	\$ 2,987,500.00	
PUBLIC UTILITIES BUDGET		\$ 1,074,962.54
TOTAL COMBINED BUDGET	\$4,062,462.54	

Budget Revision 2023-24

Council Meeting Date: November 29, 2022

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
	CIP/ 33rd/34th and Arkansas Road Project	CP5029	8369		\$ 500,000		\$ (500,000)
	CIP/ Canyon Road Project	CP5030	8369		\$ (470,000)		\$ 470,000
	CIP/Cumbres Del Norte Road Project	CP5031	8369		\$ (30,000)		\$ 30,000
Description: The purpose of this budget revision is to Fund the 33rd/34th and Arkansas Street project as bid received was greater than the engineers estimate for the project. Additional funding is required to award contract for Bid No. 23-41. Savings from two prior projects will be utilized to fund the shortfall.							
Fiscal Impact: The net impact on the FY2023 Budget is 0.00							



County of Los Alamos

Staff Report

November 29, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: D.

Index (Council Goals): DPU FY2022 - 6.0 Develop and Strengthen Partnerships with Stakeholders

Presenters: Philo Shelton, Utilities Manager

Legislative File: AGR0899-22

Title

Approval of Agreement No. AGR23-911, Collection Agreement Between the Incorporated County of Los Alamos and the U.S. Department of Agriculture, U.S. Forest Service Santa Fe National Forest.

Recommended Action

I move that Council approve Agreement No. AGR23-911, Collection Agreement Between the Incorporated County of Los Alamos and the U.S. Department of Agriculture, U.S. Forest Service Santa Fe National Forest in an amount not to exceed \$208,111.43, plus Applicable Gross Receipts Tax, the costs to be shared equally between the Department of Public Utilities and the General County, for the purpose of clearance surveys and land appraisals prior to conveyance of lands to Los Alamos County.

..Utilities Manager's Recommendation

The Utilities Manager recommends that Council approve AGR23-911 as presented.

Board, Commission or Committee Recommendation

The Board of Public Utilities approved (4 to 1 vote) this Collection Agreement at their regular meeting of November 16, 2022 and recommends that Council approve AGR23-911 as presented.

Body

As part of the San Ildefonso Native Claims Settlement Act of 2005, Los Alamos County is authorized to purchase six parcels of land adjacent to the townsite for fair market value. While the transfer of these parcels is already authorized by this congressional act, certain NEPA and other clearance work must be performed by the Forest Service before the lands can leave federal jurisdiction and pass to the County. A majority of these activities must be performed by the Forest Service, and the County is obligated to reimburse the government for the cost of this work. Los Alamos County has been encouraging the Forest Service to proceed with this work since the Act's passage in 2006, but were informed that they would not begin our work until transfer of lands to San Ildefonso Pueblo was completed. The San Ildefonso Pueblo land transfer was completed in 2011. To date the Forest Service has completed much of the work in a prior collection's agreement at approximately \$247,620.

This Agreement lists the individual tasks to be completed by the Forest Service as well as other tasks to be completed by the County with USFS oversight. Included in the County's obligations are hiring an archaeologist to complete cultural surveys of the parcels, boundary surveys, and real estate documentation. The USFS will complete the NEPA clearances and perform

appraisals on all the parcels. This work is expected to take approximately three to four years to complete for all the parcels.

Money for completion of the preparatory work under this Agreement will be shared with the economic development fund in a 50/50 split, DPU's portion of which is included in the Water Production budget for FY23. Money for actual purchase of the parcels has not been budgeted by Utilities. Once land appraisals are completed then a budget can be established for the land purchases out of the Economic Development fund.

Alternatives

As a federal agency, the USFS requires environmental and lands survey work be performed to their standards. The split of work between County and USFS that appears in the Agreement was negotiated in an effort to keep costs down. There is no alternative to the USFS performing the work included in the Agreement if the County still wants to acquire the land parcels.

Fiscal and Staff Impact

DPU and General County will split these costs. There is some staff impact for managing the County's portion of the required work. FY23 Water Production budget has a budget of \$150,000 for this land acquisition costs and the Forest Service Contract is anticipated to use \$104,056 of this budget. If approved, staff will prepare a budget office revision for the General County portion of their portion of these costs to be paid out of the existing land purchases budget in the Economic Development Fund.

Attachments

A - AGR23-911_Collection Agreement Between LAC_USDA_USFS

B - USFS_Tracts_Contour

FS Agreement No. 23-CO-11031000-006Cooperator Agreement No. AGR23-911

COLLECTION AGREEMENT
Between The
INCORPORATED COUNTY OF LOS ALAMOS
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
SANTA FE NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between the Incorporated County of Los Alamos, a New Mexico incorporated county, hereinafter referred to as “the County”, and the United States Department of Agriculture (USDA), Forest Service, Santa Fe National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498) as amended.

Background: This instrument provides a framework for cooperation between the County and the U.S. Forest Service to work together to perform work necessary to convey to the County up to six parcels of land, as authorized in the Los Alamos Agreement dated January 22, 2004. The Los Alamos Agreement was incorporated in the Pueblo de San Ildefonso Claims Settlement Act of 2005 [P.L. 109-286]. By signing this Agreement, the County accepts responsibility for all actual costs of performing the work outlined in this agreement, in accordance with sections 4a and 9 of the Los Alamos Agreement.

Title: The Los Alamos Townsite Lands Conveyance Project

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from the County to the U.S. Forest Service to cover expenses incurred by the U.S. Forest Service in completing the necessary tasks to convey up to six parcels of land to the County. Those tasks are outlined in attachment A, Scope of Work, and include consultation between the County, State Historic Preservation Officer (SHPO) and the affected Pueblos; the development of the required Memorandum of Understanding with the affected Pueblos; oversight of the archeological survey and preparation of the Inventory Standards and Assessment (IS&A) report for the SHPO; review of the County provided boundary survey and plats, threatened and endangered species analysis, floodplain/water rights/wetland report, and minerals report; completion of an appraisal; and completion of an environmental site assessment.

II. THE COUNTY SHALL:

A. LEGAL AUTHORITY. The County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper



planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

- B. Perform in accordance with the Financial Plan.
- C. Upon presentation of a Bill for Collection, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan.
- D. Secure the services of qualified professionals to prepare the following required surveys, analysis, and reports:
 - 1. HAZMAT surveys
 - 2. Mineral reports.
 - 3. Threatened and endangered species analysis.
 - 4. Wetland, floodplain, and water rights reports.
 - 5. Boundary surveys and reports.
 - 6. Archaeological survey and IS&A report, completed by a Santa Fe National Forest approved archaeologist operating under a current special use authorization.

III. THE U.S. FOREST SERVICE SHALL:

- A. ADVANCE BILLING. The maximum total cost liability to the County for this agreement is \$208,111.43. The U.S. Forest Service shall bill \$208,111.43 prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead is assessed at the rate of 13 percent. Billing Method: A single lump sum advance bill.

Billings must be sent to:

Philo Shelton
Utility Manager
Incorporated County of Los Alamos
1000 Central Ave., Suite 130
Los Alamos, NM 87544

- B. Perform in accordance with the attached Financial Plan.
- C. Complete the following requirements of the National Historic Preservation Act and National Environmental Policy Act.
 - 1. Initiate and lead consultation between the County, the Santa Fe National Forest, the SHPO, and the affected Pueblos culminating in the development of a Memorandum of Understanding.
- D. Prepare and Review Required Reports, Procure Appraisals, Processing



1. Provide specifications for and then review of archaeological surveys and reports.
2. Review HAZMAT surveys and reports.
3. Review mineral surveys and reports.
4. Review floodplain/wetlands and water rights reports.
5. Review threatened and endangered species analysis.
6. Review boundary surveys.
7. Procure appraisals.
8. Prepare legal description verifications.
9. Process documents for conveyance.
10. Complete an environmental site assessment.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Philo Shelton Utility Manager Address: 1000 Central Ave., Suite 130 City, State, Zip: Los Alamos, NM 87544 Telephone: (505) 662-8148 Email: philo.shelton@lacnm.us	Name: Steven Lynne County Manager Address: 1000 Central Ave., Suite 350 City, State, Zip: Los Alamos, NM 87544 Telephone: (505) 663-1750 Email: lacmanager@lacnm.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Bjorn Fredrickson Support Services Staff Officer Address: 11 Forest Lane City, State, Zip: Santa Fe, NM 87508 Telephone: (505) 438-5350 Email: bjorn.fredrickson@usda.gov	Name: Tammi Banks Grants Management Specialist Address: 333 Broadway Blvd SE City, State, Zip: Albuquerque, NM 87102 Telephone: (602) 225-5383 Email: tammi.banks@usda.gov

- B. FOREST SERVICE LIABILITY TO THE COOPERATOR. The United States shall not be liable to The County for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work by the U.S. Forest Service or its contractors under this agreement, including but not limited to damage to any property owned by The County or any third party.



- C. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to the County, authorized for use for a new agreement by the County, or waived by the County. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by the County may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to the County.
- D. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- E. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.
- Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of the County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.
- H. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or the County will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the County, at the County's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- I. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations



as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

- J. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- K. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through five years from the date of the last signature at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- M. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

STEVEN LYNNE, County Manager
Incorporated County of Los Alamos

Date

JAMES DURAN, Acting Forest Supervisor
U.S. Forest Service, Santa Fe National Forest

Date



The authority and format of this agreement have been reviewed and approved for signature.

TAMMI BANKS Digitally signed by TAMMI BANKS
Date: 2022.10.20 11:01:00 -07'00'

TAMMI BANKS (23-CO-11031000-006)
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment A

Statement of Work: Los Alamos Townsite Land Conveyance

Agency/Location: US Forest Service, Southwestern Region, Santa Fe National Forest

Cooperator: Incorporated County of Los Alamos

General Project Description: Pursuant to the Pueblo de San Ildefonso Claims Settlement Act of 2005 [P.L. 109-286], the Santa Fe National Forest agreed to convey to Los Alamos County up to six parcels of land located in Los Alamos Canyon. To complete this legislatively directed conveyance of land to Los Alamos County the Forest Service must first address adverse effects related to conveying they land, given that the lands are traditional cultural properties (TCP) for multiple tribes, upon completion of that work the tasks involved in the real estate transaction would commence. Below is an outline of the steps associated with the conveyance of this land, who the responsible party will be, and a target completion date for each task.

US Forest Service	Task	Target Completion Date
	Initiate tribal consultation	FY23
	Develop MOU with affected tribes and advisory council to mitigate adverse effects under NHPA.	FY23-24
	Provide specifications for archaeological surveys and reports.	FY23
	Review boundary survey of affected parcels contracted by the county	FY24
	Review of the mineral, HAZMAT, threatened and endangered species, water rights, archaeological surveys, and floodplain/wetland reports, and NEPA analysis related to conveyance of parcels.	FY25
	Initiate real estate actions needed to convey parcel	FY24
	Obtain appraisal for affected parcels	FY25
	Complete an environmental site assessment	FY25
	Complete an environmental site assessment Finalize real estate action needed to convey parcels to county	FY26
The County	Complete and provide to the Forest Service archaeological surveys and reports, threatened and endangered species analysis, water rights report, mineral report, HAZMAT report, and	FY23 and FY24

	floodplain/wetland report, as well as a NEPA analysis related to conveyance of parcels.	
	Obtain boundary survey of affected parcels to Forest Service standards	FY23
	Review draft real estate documentation necessary for conveyance	FY24
	Review appraisals	FY25
	Review final real estate documents to finalize conveyance	FY26

Forest Service Contact: Leah Hurley, Lands and Special Uses Program Manager, Santa Fe National Forest, 505-551-2294, leah.hurley@usda.gov

Los Alamos County Contact: Steven Lynne, Los Alamos County Manager, 505-663-1750, lacmanager@lacnm.us

Forest Service Agreement # 23-CO-11031000-006

Cooperator Agreement # AGR23-911

Collection Agreement Financial Plan**Cooperator and FS Contributions**

COST ELEMENTS and related data				Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals				Subtotal	Subtotal	Combined Subtotals
PERSONNEL						
Resource Specialists (List all personnel):	# of Days	\$/Day				
Licensed Land Surveyor	10.00	\$465.00		\$4,650.00		\$4,650.00
Zone Realty Lead	25.00	\$597.18		\$14,929.50		\$14,929.50
Zone Realty Specialist	57.00	\$465.00		\$26,505.00		\$26,505.00
Regional Appraiser	30.00	\$746.85		\$22,405.50		\$22,405.50
NEPA Coordinator	5.00	\$465.00		\$2,325.00		\$2,325.00
Forest Archaeologist	20.00	\$393.10		\$7,862.00		\$7,862.00
District Archaeologist	20.00	\$396.44		\$7,928.80		\$7,928.80
Wildlife Biologist	2.00	\$350.00		\$700.00		\$700.00
Hydrologist	2.00	\$365.24		\$730.48		\$730.48
Recreation Specialist	1.00	\$438.32		\$438.32		\$438.32
District Ranger	1.00	\$478.47		\$478.47		\$478.47
Public Services Staff Officer	5.00	\$490.66		\$2,453.30		\$2,453.30
Geologist	1.00	\$350.00		\$350.00		\$350.00
Forest Lands Staff	5.00	\$365.61		\$1,828.05		\$1,828.05
Subtotal, Personnel:	184.00			\$93,584.42	\$0.00	\$93,584.42
TRAVEL						
Explanation of trips:	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging			
From Where/To Where/For Whom						
Albuquerque to Project Locations	105.33	3		\$315.99		\$315.99
Santa Fe to Project Locations	53.80	5		\$269.00		\$269.00
					\$0.00	\$0.00
Subtotal, Travel:	\$159.13	8	\$0.00	\$584.99	\$0.00	\$584.99

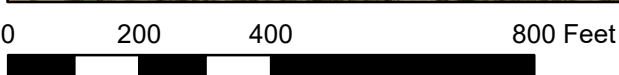
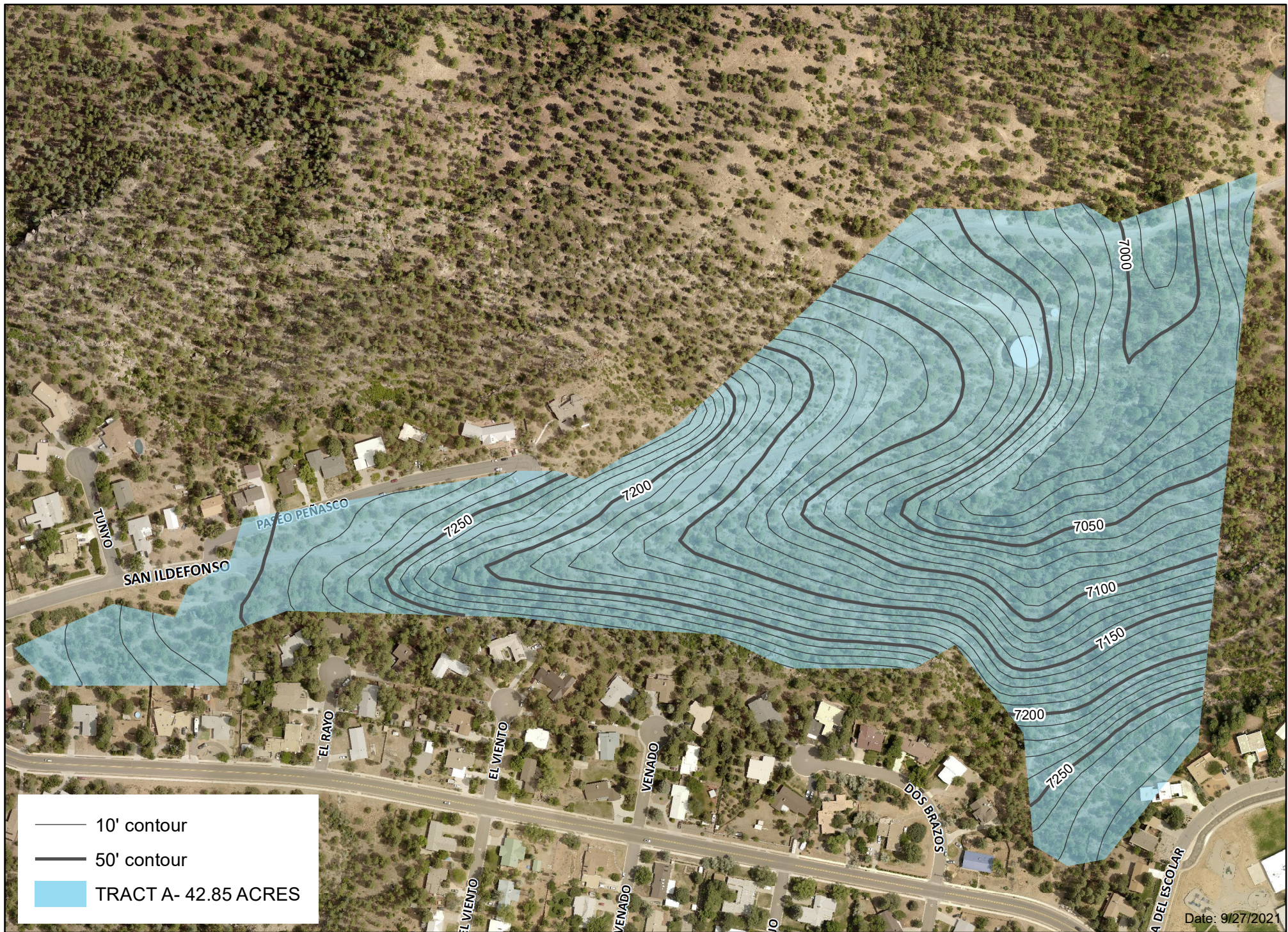
CONTRACTUAL				
Describe Contracts that will most likely result from this project:				
Land Appraisals		\$90,000.00		\$90,000.00
				\$0.00
				\$0.00
Subtotal, Contractual:		\$90,000.00	\$0.00	\$90,000.00
TOTAL DIRECT CHARGES		\$184,169.41	\$0.00	\$184,169.41
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:	13.0%	\$23,942.02	
Total Party Costs		\$208,111.43	\$0.00	\$208,111.43
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES		Cooperator Contribution		
TOTAL CHARGES		\$0.00		
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:			\$0.00
Total Pass-Through Costs		\$0.00		
TOTAL PROJECT COSTS				\$208,111.43

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

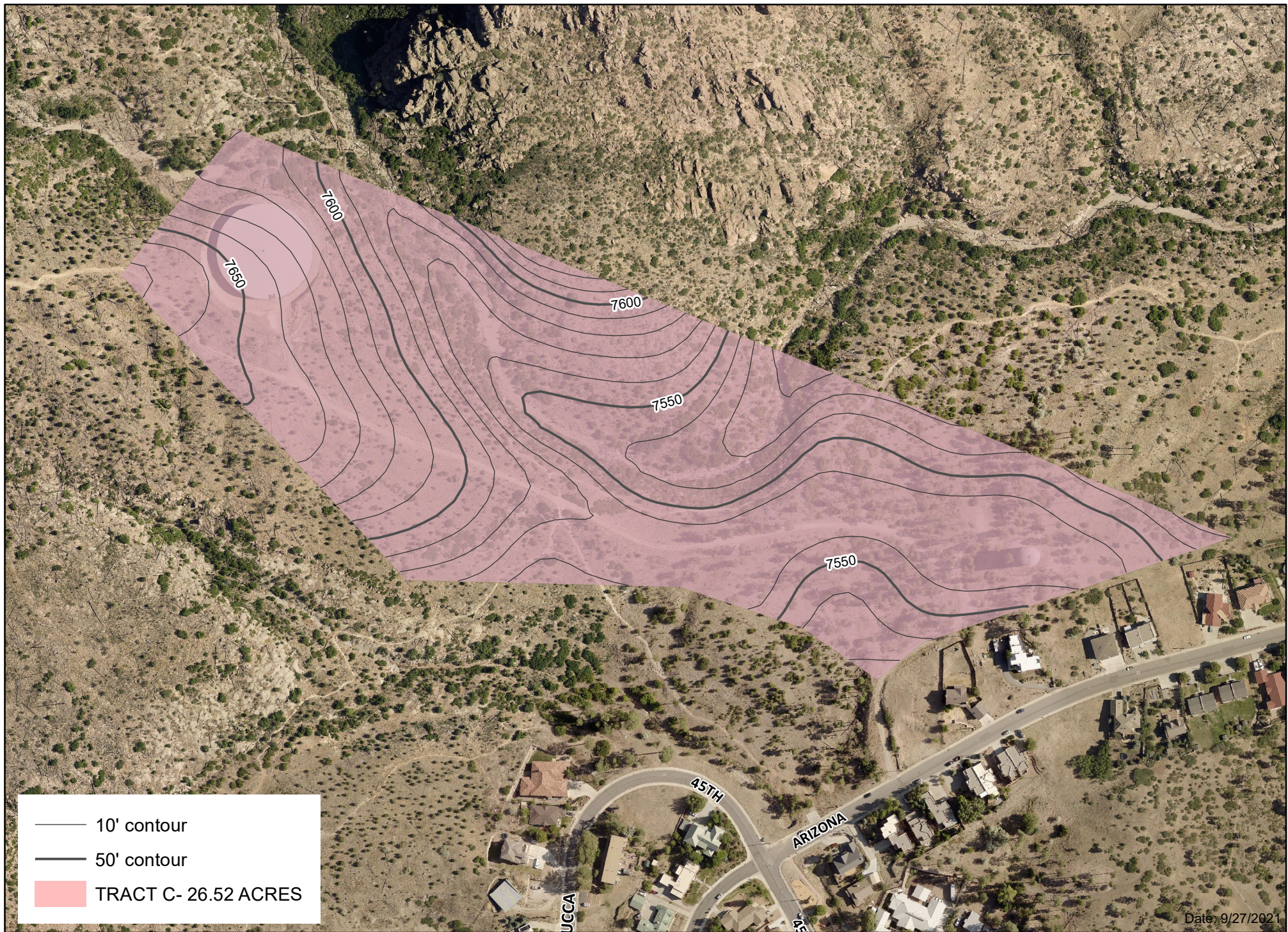
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

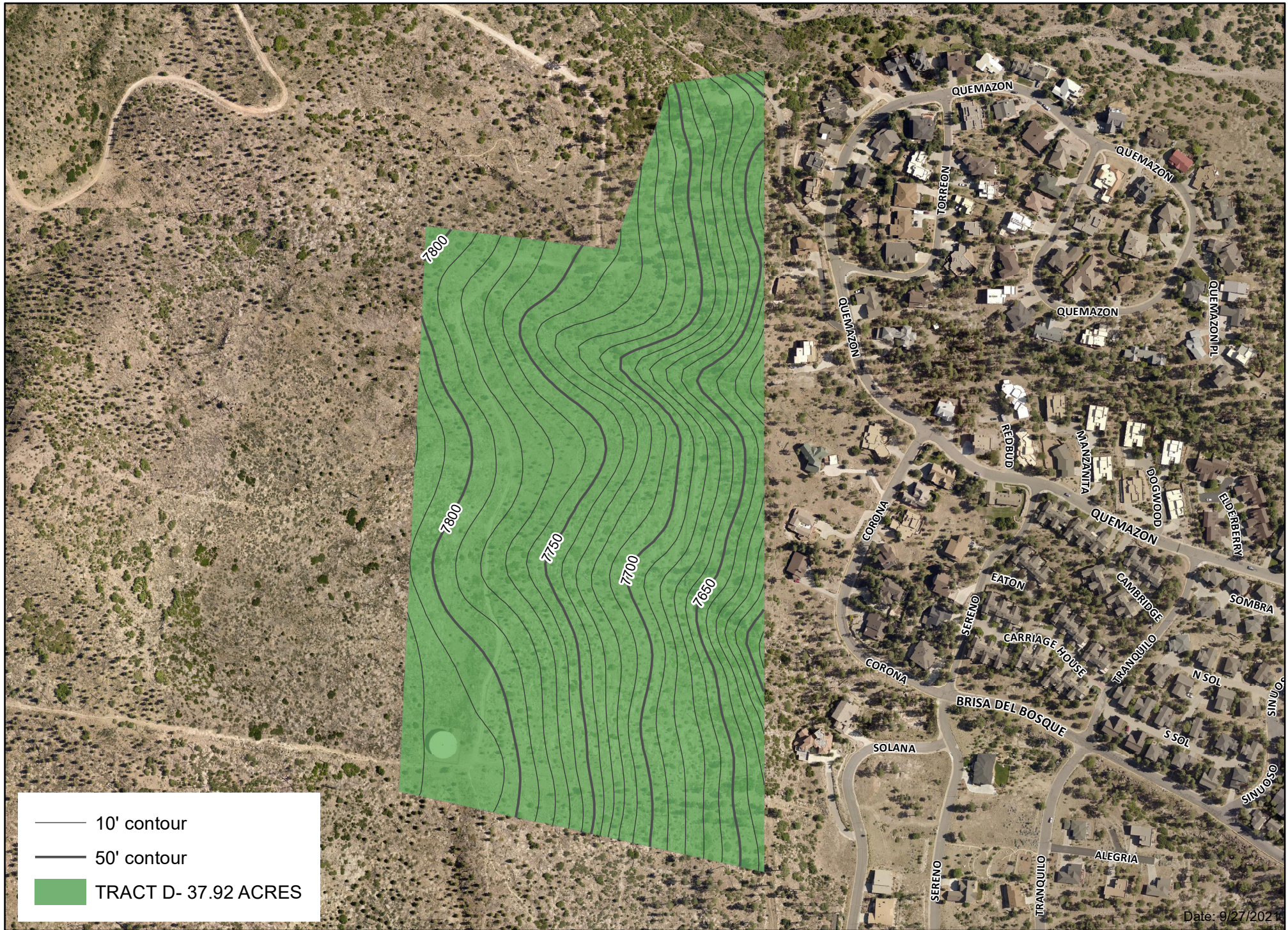


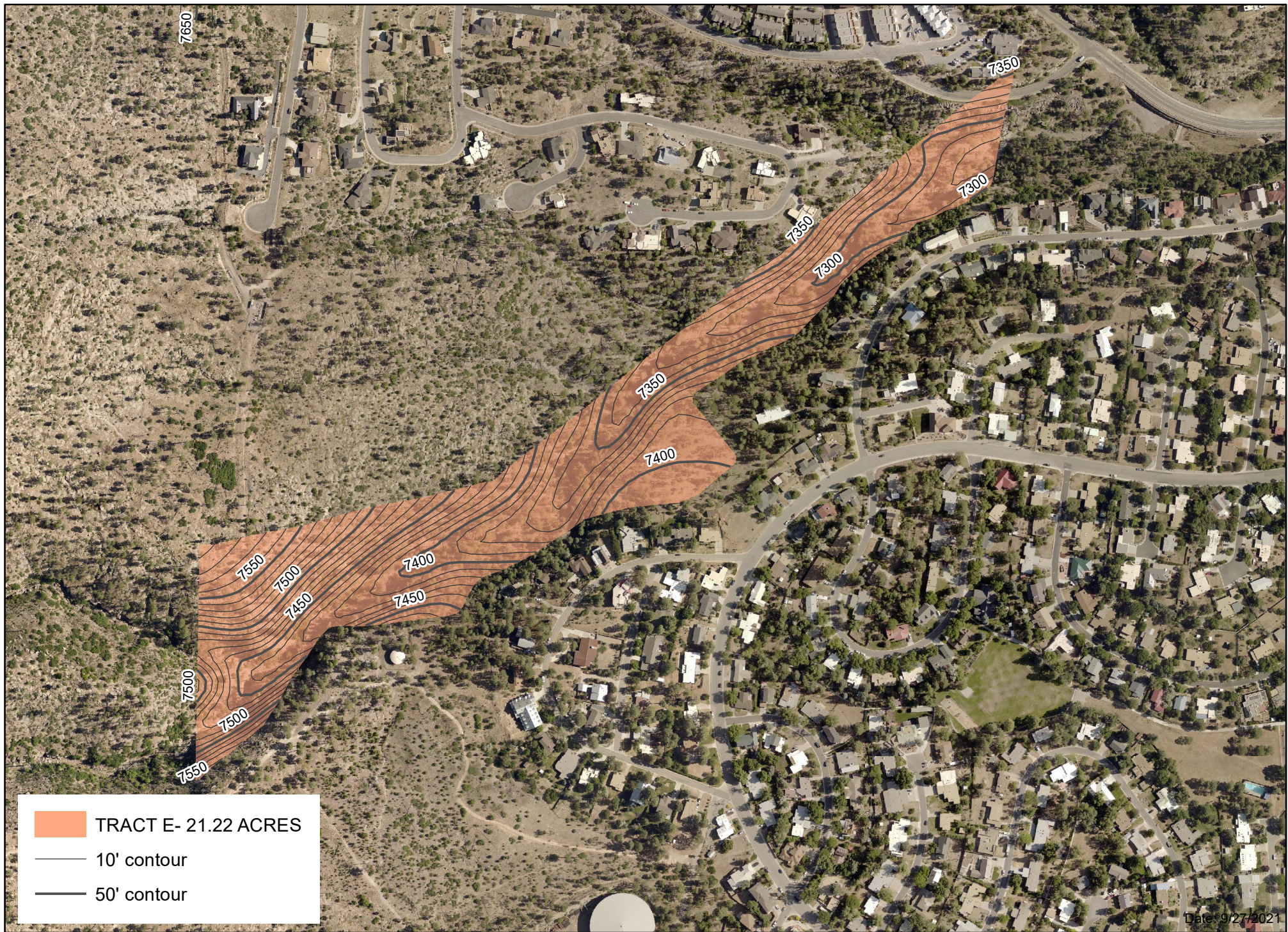
Attachment B

Date: 9/27/2021



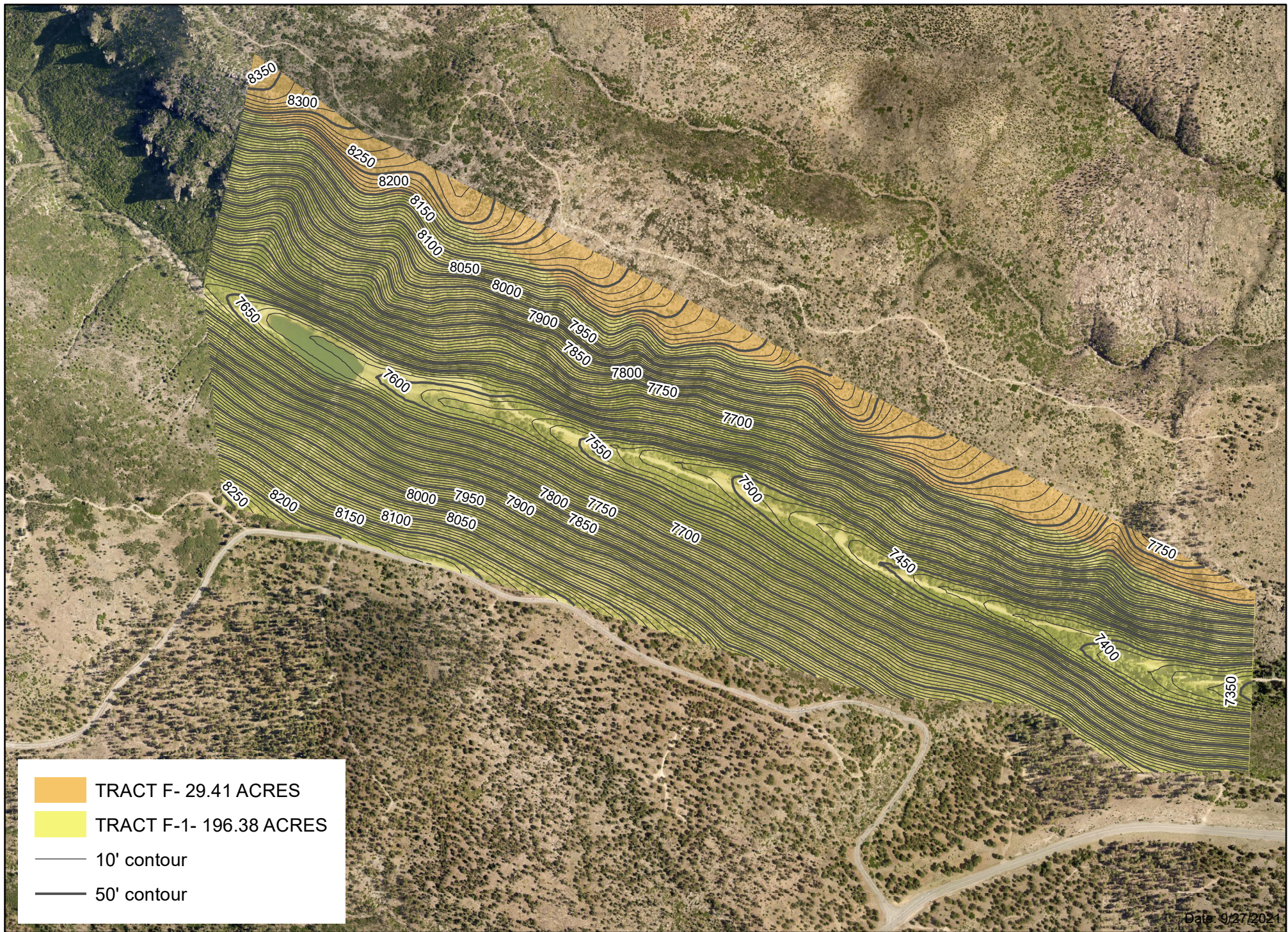




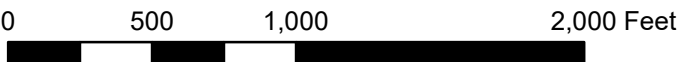


0 300 600 1,200 Feet

Attachment B



- TRACT F- 29.41 ACRES
- TRACT F-1- 196.38 ACRES
- 10' contour
- 50' contour





County of Los Alamos

Staff Report

November 29, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: E.

Index (Council Goals): * 2022 Council Goal - N/A

Presenters: Juan Rael, Public Works Director

Legislative File: AGR0906-22

Title

Approval of Agreement AGR 23-36a to Allied 360 Construction, LLC., and Agreement AGR 23-36b to JJ Excavation, Inc., for On-Call Snow Removal Services and Emergency Equipment Services in an Amount Not to Exceed \$600,000 Combined for both Agreements Plus Applicable Gross Receipts Tax Over a Seven Year Period

Recommended Action

I move that Council approve Agreement AGR 23-36a to Allied 360 Construction, LLC., and Agreement AGR 23-36b to JJ Excavation, Inc., for On-Call Snow Removal Services and Emergency Equipment Services in an Amount Not to Exceed \$600,000 Combined for both Agreements Plus Applicable Gross Receipts Tax Over a Seven Year Period.

County Manager's Recommendation

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

Body

The County advertised for a formal competitive solicitation for On-Call Snow Removal Services and Emergency Equipment Services on October 6, 2022 (Invitation for Bid No. 2023-36). Two responses were received, and the evaluation committee is recommending award to both respondents, Allied 360 Construction, LLC., and JJ Excavation, Inc. A multiple award is recommended in this case because the contractors offer different equipment, experience, and skill sets. Additionally, a multiple award will allow for the activation of more resources during a larger scale event. There is no obligation to offer a minimum amount of work to any of the contractors. A copy of the agreements for Allied 360 Construction, LLC., and JJ Excavation, Inc. are attached for reference (Attachments A and B).

If approved by Council the term of these Agreements shall commence November 30, 2022, and shall continue through November 29, 2029, unless sooner terminated, as provided herein. Compensation is capped at \$600,000, plus applicable gross receipts tax.

Public Works contemplates using an On-Call Snow Removal Services and Emergency Equipment Services agreement to reduce the demand for emergency procurement authority for uncharacteristic natural events such as unusually large snow falls or clearing debris after flood events such as what was experienced in September of 2013.

Other County departments may also utilize the On-Call Snow Removal Services and Emergency Equipment Services contract as needed if an unexpected event is experienced that requires

immediate action. Following County Traffic & Streets Manager or designee's verbal authorization to perform services, a confirming email will be sent to Contractor within twelve (12) hours after said authorization. Labor and equipment hours as well as other pertinent information such as quantities or load counts will be tracked and invoiced upon completion of work in accordance with rates agreed to in the contract document.

It is anticipated that this agreement would be exercised occasionally during heavy winter snowfalls, for amounts less than \$50,000 per year.

Alternatives

Council could choose to award to only one or none. An award to less than both contractors would limit staff's options regarding availability of resources. If the On-Call Snow Removal Services and Emergency Equipment Services agreements are not awarded, staff would obtain required services based upon procedures stated in the County Code under Emergency Procurement and would have no predetermined rate structure established.

Fiscal and Staff Impact/Planned Item

As mentioned above, smaller events will be absorbed in the planned division budget, however, large scale events may be re-categorized where a formal emergency declaration is made. The purpose of this agreement is to aid the County during events that exceed the capability of current staff/equipment.

Attachments

A - AGR 23-36a - Allied 360 Construction, LLC

B - AGR 23-36b - JJ Excavation, Inc.



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 **Allied 360 Construction, LLC**, a New Mexico limited liability company ("Contractor"), to be effective for all purposes November 30, 2022 ("Effective Date").

WHEREAS, County issued Invitation for Bids No. 23-36 (the "IFB") on October 6, 2022 requesting bids for On-Call Snow Removal Services and Emergency Equipment Services; and

WHEREAS, Contractor timely responded to the IFB by submitting a bid dated October 27, 2022; and

WHEREAS, based on the evaluation factors set out in the IFB, Contractor was one of two (2) successful bidders for services listed in the IFB; and

WHEREAS, the County Council, as part of a multiple source award, approved this Agreement AGR23-36a and AGR23-36b at a public meeting held on November 29, 2022; and

WHEREAS, the aggregate compensation between this Agreement and Agreement AGR223-36b shall not exceed the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00), excluding New Mexico gross receipts taxes ("NMGRT"); 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; WORK HOURS; CONTRACTOR'S GENERAL REQUIREMENTS; TASK ORDER PROCESS; ACTIVATION AND INVOICING PROCESS

1. **Contractor Services.** County, at its sole discretion, shall notify Contractor when Contractor's services are required. Following County's Traffic and Streets Manager, or their designee verbal authorization to perform services against the Task Order issued for that season, a confirming email shall be sent within twelve (12) hours of said authorization identifying the Task Order to be utilized for the call-out. Snow removal shall include, but not be limited to:
 - a) Clearing and removing snow from public sidewalks in front of building and shops including county buildings.
 - b) Clearing and removal of snow from all county facilities including but not limited to, county parking lots, county buildings, and county driving areas including all access points to county parking lots, county buildings, and county driving areas including entrances in front of all overhead doors at the aforementioned places.
 - c) Retuning to clear and remove snow from county parking lots where cars were parked during the prior snow clearing and removal.

- d) Returning to clear and remove snow from a county parking lot when most of the vehicles present during the prior snow clearing and removal are gone from the parking lot.
 - e) Assisting the County in its Snow Removal operations on county streets and facilities including but not limited to Camp May road, and the County Airport.
 - f) Respond and assist the County with non-snow related emergency operations which may occur at any time 365 days per year, twenty-four (24) hours per day. For purposes of understanding, such emergency services may include, but not be limited to, flood or other disaster response and clean-up.
2. **Work Hours:** When notified by County to perform Contractor Services identified herein, Standard work hours shall be from 5:00 a.m. to 8:00 p.m., Monday through Friday, and Premium work hours are from 8:00 p.m. to 5:00 a.m., Monday through Friday, and for all times on Saturday and Sunday and holidays.
3. **Contractor General Requirements:**
- a) Contractor shall supply all equipment (including fuel, maintenance and materials required to keep equipment in operation) and labor to clear debris, snow, or provide other emergency services utilizing end loaders, backhoes, skid steers, dump and semi-dump trucks, snow blowers, graders, dozers and shoveling as required to complete the work in an expeditious manner. All equipment supplied shall be maintained by Contractor in good working order. County shall pay for operated equipment hours, unless otherwise authorized in advance by the Traffic and Streets Manager or designee.
 - b) Snow or debris shall be dumped in locations determined by the Traffic and Streets Manager or designee.
 - c) Damage caused to pavement, sidewalks, curbs, or other County infrastructure by the Contractor shall be repaired at Contractor's expense on a day and time determined by the Traffic and Streets Manager or their designee.
 - d) Contractor or the Contractor's designated supervisor of the Contractor Services shall maintain the ability to stay in constant contact with the Traffic and Streets Manager or their designee, and the Contractor's employees, agents, and operators performing Contractor Services shall maintain the ability to be in constant communication with the Contractor or Contractor's designated supervisor for the Contractor services.
 - e) Contractor's employees or subcontractors shall possess the proper driver's license to operate assigned equipment.
4. **Task Order Process**
- a) Work performed by the Contractor in preparation and completion of the written task orders is incidental to this contract and is not compensable time under this Agreement. Task Orders issued by County shall set out the maximum amount County shall pay for the services necessary to complete the task based on the agreed upon rates and the schedule for completing the task. Task Orders shall be approved only after Contractor and County agree on the maximum amount payable for completion of the task and the schedule for completion. Task Orders shall be numbered sequentially (TO1, TO2, etc.). A sample Task Order is attached hereto as Exhibit "C."
 - b) Contractor shall not exceed the agreed upon maximum amount payable for completion of the Task Order. Contractor shall not be compensated for work performed in excess of the agreed upon maximum amount contained in a Task Order.

- c) If the Contractor believes exceeding the agreed upon maximum amount payable under the Task Order is warranted, and prior to exceeding the maximum agreement upon amount in the Task Order, the Contractor shall immediately notify the Traffic and Streets Manager or their designee, setting forth in writing the reasons the task cannot be completed within the agreed upon maximum amount payable under the Task Order or on the agreed upon schedule. This written justification shall include supporting information necessary for the Traffic and Streets Manager or their designee to evaluate and decide whether the Task Order should be adjusted as requested by the Contractor. The Traffic and Streets Manager or their designee may request additional information from the Contractor, and the Contractor shall furnish the requested information to the Traffic and Streets Manager or their designee. Contractor's failure to correctly estimate the cost of completing the Task Order shall not be a justification for modifying the Task Order. The Task Order shall be adjusted only upon the written agreement between the County and the Contractor after a written finding is made by the Traffic and Streets Manager or their designee stating the reasons the modification is warranted.
 - d) In no event shall the total of the maximum amount for all approved Task Orders exceed the funding budgeted for On-Call Snow Removal Services and Emergency Equipment Services which amount is SIX HUNDRED THOUSAND DOLLARS (\$600,000.00).
 - e) Modifications to Task Order shall follow the previous nomenclature with letters in alphabetical in order, i.e., TO1A, TO1B.
5. **Activation and Invoicing Process.** County shall notify Contractor when services under an existing Task Order are required. Following the County's Traffic and Streets Manager or designee's verbal authorization to perform services under an existing Task Order, a confirming email shall be sent within twelve (12) hours of said authorization. Upon completion of the authorized services, an invoice shall be submitted to the County Traffic and Streets Manager or their designee issued against the current executed Task Order as provided for in Section C(2). Said invoice shall be itemized to time include a copy of the agreed upon and accepted pricing based on the attached Exhibit "A", Bid Sheet.

SECTION B. TERM: The term of this Agreement shall commence November 30, 2022, and shall continue through November 29, 2029, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

Amount of Compensation.

1. County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes. Compensation for this Agreement and Agreement AGR23-36b and Task Orders under this Agreement shall not exceed a combined total of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
2. **Invoices.** Contractor shall submit itemized invoices to County's Traffic and Streets Manager or designee showing amount of compensation due, amount of any NMGR, and total amount payable. The invoice shall include a copy of the agreed upon and accepted pricing based on the attached Exhibit "A", Bid Sheet. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. Itemized invoices shall be

submitted monthly unless the Traffic and Street Manager or their designee specifies differently in writing to the Contractor.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRV 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, stating 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; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if 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.

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. DUTY TO ABIDE: 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.

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. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial Circuit of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial Circuit of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and

Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. 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 R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein, and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION S. 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 T. 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 U. TERMINATION:

- 1. Generally.** The County Manager 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 V. 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:

Traffic and Streets Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

Contractor:

Patrick Herrera, Managing Member/Owner
Allied 360 Construction, LLC
P.O. Box 1913
Española, New Mexico 87532

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544

SECTION W. 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 authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

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

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

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

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

SECTION AC. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit "B." The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AD. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

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

ATTEST

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

ALLIED 360 CONSTRUCTION, LLC, A NEW MEXICO
LIMITED LIABILITY COMPANY

BY: _____
PATRICK HERRERA **DATE**
MANAGING MEMBER/OWNER

Exhibit "A"
Compensation Rate Schedule
AGR23-36a

**Standard work hours are from 5:00 a.m. to 8:00 p.m.
Normal business days, Monday through Friday**

COST CATEGORY	Year 1 Hourly Rates	Year 2 Hourly Rates	Year 3 Hourly Rates	Year 4 Hourly Rates	Year 5 Hourly Rates	Year 6 Hourly Rates	Year 7 Hourly Rates
Rate for Loader 3 cy minimum capacity and operator	\$124.00	\$127.72	\$131.55	\$135.50	\$139.57	\$143.76	\$148.07
Rate for Backhoe and operator	\$114.00	\$117.42	\$120.94	\$124.57	\$128.31	\$132.16	\$136.12
Rate for Dump Truck Dual-axle 10-12 cy minimum capacity and operator	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55	\$115.93	\$119.41
Rate for Tractor/trailer 18-20 cy minimum capacity Dump and operator	\$113.00	\$116.39	\$119.88	\$123.48	\$127.18	\$131.00	\$134.93
Rate for Pickup Truck and Plow and operator	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53	\$69.56	\$71.65
Rate for D-5 or equivalent Dozer and operator	\$233.00	\$239.99	\$247.19	\$254.61	\$262.25	\$270.12	\$278.22
Rate for Grader with 14' moldboard and operator	\$200.00	\$206.00	\$212.18	\$218.55	\$225.11	\$231.86	\$238.82
Rate for Snow Blower and operator	\$83.00	\$85.49	\$88.05	\$90.69	\$93.41	\$96.21	\$99.10
Rate for Sidewalk Plow (Bombardier or equivalent)	\$83.00	\$85.49	\$88.05	\$90.69	\$93.41	\$96.21	\$99.10
Rate for Laborer (Shoveler)	\$72.07	\$74.23	\$76.46	\$78.75	\$81.11	\$83.54	\$86.05
Other: provide any additional services offered by your organization related to snow removal and emergency equipment related to debris removal	\$114.00	\$117.42	\$120.94	\$124.57	\$128.31	\$132.16	\$136.12

Premium work hours are from 8:00 p.m. to 5:00 a.m.

Monday through Friday, Weekends and Federal Holidays

COST CATEGORY	Year 1 Hourly Rates	Year 2 Hourly Rates	Year 3 Hourly Rates	Year 4 Hourly Rates	Year 5 Hourly Rates	Year 6 Hourly Rates	Year 7 Hourly Rates
Rate for Loader 3 cy minimum capacity and operator	\$148.80	\$153.26	\$157.86	\$162.60	\$167.48	\$172.50	\$177.67
Rate for Backhoe and operator	\$136.80	\$140.90	\$145.13	\$149.49	\$153.97	\$158.59	\$163.35
Rate for Dump Truck Dual-axle 10-12 cy minimum capacity and operator	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06	\$139.11	\$143.29
Rate for Tractor/trailer 18-20 cy minimum capacity Dump and operator	\$135.60	\$139.67	\$143.86	\$148.17	\$152.62	\$157.20	\$161.91
Rate for Pickup Truck and Plow and operator	\$72.00	\$74.16	\$76.38	\$78.68	\$81.04	\$83.47	\$85.97
Rate for D-5 or equivalent Dozer and operator	\$279.60	\$287.99	\$296.63	\$305.53	\$314.69	\$324.13	\$333.86
Rate for Grader with 14' moldboard and operator	\$240.00	\$247.20	\$254.62	\$262.25	\$270.12	\$278.23	\$286.57
Rate for Snow Blower and operator	\$99.60	\$102.59	\$105.67	\$108.84	\$112.10	\$115.46	\$118.93
Rate for Sidewalk Plow (Bombardier or equivalent)	\$99.60	\$102.59	\$105.67	\$108.84	\$112.10	\$115.46	\$118.93
Rate for Laborer (Shoveler)	\$86.48	\$89.08	\$91.75	\$94.50	\$97.34	\$100.26	\$103.27
Other: provide any additional services offered by your organization related to snow removal and emergency equipment related to debris removal	\$136.80	\$140.90	\$145.13	\$149.49	\$153.97	\$158.59	\$163.35

Exhibit "B"
Confidential Information Disclosure Statement
AGR23-36a

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor: Patrick Herrera
Allied 360 Construction, LLC
P.O. Box 1913
Española, New Mexico 87532
Email: patrickherrera@ymail.com

County: Traffic and Streets Division
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the

information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.



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 **J J Excavation, Inc.**, a New Mexico corporation ("Contractor"), to be effective for all purposes November 30, 2022 ("Effective Date").

WHEREAS, County issued Invitation for Bids No. 23-36 (the "IFB") on October 6, 2022 requesting bids for On-Call Snow Removal Services and Emergency Equipment Services; and

WHEREAS, Contractor timely responded to the IFB by submitting a bid dated October 27, 2022; and

WHEREAS, based on the evaluation factors set out in the IFB, Contractor was one of two (2) successful bidders for services listed in the IFB; and

WHEREAS, the County Council, as part of a multiple source award, approved this Agreement AGR23-36b and AGR23-36a at a public meeting held on November 29, 2022; and

WHEREAS, the aggregate compensation between this Agreement and Agreement AGR223-36b shall not exceed the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00), excluding New Mexico gross receipts taxes ("NMGRT"); 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; WORK HOURS; CONTRACTOR'S GENERAL REQUIREMENTS; TASK ORDER PROCESS; ACTIVATION AND INVOICING PROCESS

1. **Contractor Services.** County, at its sole discretion, shall notify Contractor when Contractor's services are required. Following County's Traffic and Streets Manager, or their designee verbal authorization to perform services against the Task Order issued for that season, a confirming email shall be sent within twelve (12) hours of said authorization identifying the Task Order to be utilized for the call-out. Snow removal shall include, but not be limited to:
 - a) Clearing and removing snow from public sidewalks in front of building and shops including county buildings.
 - b) Clearing and removal of snow from all county facilities including but not limited to, county parking lots, county buildings, and county driving areas including all access points to county parking lots, county buildings, and county driving areas including entrances in front of all overhead doors at the aforementioned places.
 - c) Retuning to clear and remove snow from county parking lots where cars were parked during the prior snow clearing and removal.

- d) Returning to clear and remove snow from a county parking lot when most of the vehicles present during the prior snow clearing and removal are gone from the parking lot.
 - e) Assisting the County in its Snow Removal operations on county streets and facilities including but not limited to Camp May road, and the County Airport.
 - f) Respond and assist the County with non-snow related emergency operations which may occur at any time 365 days per year, twenty-four (24) hours per day. For purposes of understanding, such emergency services may include, but not be limited to, flood or other disaster response and clean-up.
2. **Work Hours:** When notified by County to perform Contractor Services identified herein, Standard work hours shall be from 5:00 a.m. to 8:00 p.m., Monday through Friday, and Premium work hours are from 8:00 p.m. to 5:00 a.m., Monday through Friday, and for all times on Saturday and Sunday and holidays.
3. **Contractor General Requirements:**
- a) Contractor shall supply all equipment (including fuel, maintenance and materials required to keep equipment in operation) and labor to clear debris, snow, or provide other emergency services utilizing end loaders, backhoes, skid steers, dump and semi-dump trucks, snow blowers, graders, dozers and shoveling as required to complete the work in an expeditious manner. All equipment supplied shall be maintained by Contractor in good working order. County shall pay for operated equipment hours, unless otherwise authorized in advance by the Traffic and Streets Manager or designee.
 - b) Snow or debris shall be dumped in locations determined by the Traffic and Streets Manager or designee.
 - c) Damage caused to pavement, sidewalks, curbs, or other County infrastructure by the Contractor shall be repaired at Contractor's expense on a day and time determined by the Traffic and Streets Manager or their designee.
 - d) Contractor or the Contractor's designated supervisor of the Contractor Services shall maintain the ability to stay in constant contact with the Traffic and Streets Manager or their designee, and the Contractor's employees, agents, and operators performing Contractor Services shall maintain the ability to be in constant communication with the Contractor or Contractor's designated supervisor for the Contractor services.
 - e) Contractor's employees or subcontractors shall possess the proper driver's license to operate assigned equipment.
4. **Task Order Process**
- a) Work performed by the Contractor in preparation and completion of the written task orders is incidental to this contract and is not compensable time under this Agreement. Task Orders issued by County shall set out the maximum amount County shall pay for the services necessary to complete the task based on the agreed upon rates and the schedule for completing the task. Task Orders shall be approved only after Contractor and County agree on the maximum amount payable for completion of the task and the schedule for completion. Task Orders shall be numbered sequentially (TO1, TO2, etc.). A sample Task Order is attached hereto as Exhibit "C."
 - b) Contractor shall not exceed the agreed upon maximum amount payable for completion of the Task Order. Contractor shall not be compensated for work performed in excess of the agreed upon maximum amount contained in a Task Order.

- c) If the Contractor believes exceeding the agreed upon maximum amount payable under the Task Order is warranted, and prior to exceeding the maximum agreement upon amount in the Task Order, the Contractor shall immediately notify the Traffic and Streets Manager or their designee, setting forth in writing the reasons the task cannot be completed within the agreed upon maximum amount payable under the Task Order or on the agreed upon schedule. This written justification shall include supporting information necessary for the Traffic and Streets Manager or their designee to evaluate and decide whether the Task Order should be adjusted as requested by the Contractor. The Traffic and Streets Manager or their designee may request additional information from the Contractor, and the Contractor shall furnish the requested information to the Traffic and Streets Manager or their designee. Contractor's failure to correctly estimate the cost of completing the Task Order shall not be a justification for modifying the Task Order. The Task Order shall be adjusted only upon the written agreement between the County and the Contractor after a written finding is made by the Traffic and Streets Manager or their designee stating the reasons the modification is warranted.
 - d) In no event shall the total of the maximum amount for all approved Task Orders exceed the funding budgeted for On-Call Snow Removal Services and Emergency Equipment Services which amount is SIX HUNDRED THOUSAND DOLLARS (\$600,000.00).
 - e) Modifications to Task Order shall follow the previous nomenclature with letters in alphabetical in order, i.e., TO1A, TO1B.
5. **Activation and Invoicing Process.** County shall notify Contractor when services under an existing Task Order are required. Following the County's Traffic and Streets Manager or designee's verbal authorization to perform services under an existing Task Order, a confirming email shall be sent within twelve (12) hours of said authorization. Upon completion of the authorized services, an invoice shall be submitted to the County Traffic and Streets Manager or their designee issued against the current executed Task Order as provided for in Section C(2). Said invoice shall be itemized to time include a copy of the agreed upon and accepted pricing based on the attached Exhibit "A", Bid Sheet.

SECTION B. TERM: The term of this Agreement shall commence November 30, 2022, and shall continue through November 29, 2029, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

Amount of Compensation.

1. County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes. Compensation for this Agreement and Agreement AGR23-36a and Task Orders under this Agreement shall not exceed a combined total of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
2. **Invoices.** Contractor shall submit itemized invoices to County's Traffic and Streets Manager or designee showing amount of compensation due, amount of any NMGRT, and total amount payable. The invoice shall include a copy of the agreed upon and accepted pricing based on the attached Exhibit "A", Bid Sheet. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. Itemized invoices shall be

submitted monthly unless the Traffic and Street Manager or their designee specifies differently in writing to the Contractor.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT 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, stating 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; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if 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.

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. DUTY TO ABIDE: 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.

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. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial Circuit of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial Circuit of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and

Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. 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 R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein, and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION S. 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 T. 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 U. TERMINATION:

- 1. Generally.** The County Manager 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 V. 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:

Traffic and Streets Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

Contractor:

Anita C. Lovato
J J Excavation, Inc.
P.O. Box 190
Holman, New Mexico 87723

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544

SECTION W. 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 authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

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

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

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

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

SECTION AC. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit "B." The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AD. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

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

ATTEST

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

J J EXCAVATION, INC., NEW MEXICO CORPORATION

BY: _____
ANITA C. LOVATO **DATE**
SECRETARY OF THE CORPORATION

Exhibit "A"
Compensation Rate Schedule
AGR23-36b

**Standard work hours are from 5:00 a.m. to 8:00 p.m.
Normal business days, Monday through Friday**

COST CATEGORY	Year 1 Hourly Rates	Year 2 Hourly Rates	Year 3 Hourly Rates	Year 4 Hourly Rates	Year 5 Hourly Rates	Year 6 Hourly Rates	Year 7 Hourly Rates
Rate for Loader 3 cy minimum capacity and operator	\$175.00	\$183.75	\$192.94	\$202.58	\$212.71	\$223.25	\$234.52
Rate for Backhoe and operator	\$135.00	\$141.75	\$148.84	\$156.28	\$164.09	\$172.30	\$180.91
Rate for Dump Truck Dual-axle 10-12 cy minimum capacity and operator	\$130.00	\$136.50	\$143.32	\$150.49	\$158.01	\$165.91	\$174.20
Rate for Tractor/trailer 18-20 cy minimum capacity Dump and operator	\$150.00	\$157.50	\$165.37	\$173.64	\$183.32	\$191.44	\$201.01
Rate for Pickup Truck and Plow and operator	\$375.00	\$393.75	\$413.44	\$434.11	\$455.81	\$478.60	\$502.53
Rate for D-5 or equivalent Dozer and operator	\$220.00	\$231.00	\$242.55	\$254.68	\$267.41	\$280.78	\$294.82
Rate for Grader with 14' moldboard and operator	\$280.00	\$294.00	\$308.70	\$324.13	\$340.34	\$357.36	\$375.23
Rate for Snow Blower and operator	\$80.00	\$84.00	\$88.20	\$92.61	\$97.24	\$102.10	\$107.20
Rate for Sidewalk Plow (Bombardier or equivalent)	\$140.00	\$147.00	\$154.35	\$162.07	\$170.17	\$178.68	\$187.61
Rate for Laborer (Shoveler)	\$60.00	\$63.00	\$66.15	\$69.46	\$72.93	\$76.58	\$80.41
924K Loader w/12' plow and operator	\$230.00	\$241.60	\$253.57	\$266.25	\$279.56	\$293.54	\$308.22
Backhoe w/snowplow and operator	\$200.00	\$210.00	\$220.50	\$231.52	\$243.10	\$255.25	\$268.01

Track Skidsteer w/snowplow and operator	\$180.00	\$189.00	\$198.45	\$208.37	\$218.79	\$229.73	\$241.22
316 Excavator w/thumb and operator	\$250.00	\$262.50	\$275.62	\$289.40	\$303.87	\$319.06	\$335.01
324 Excavator/long reach w/ operator	\$396.00	\$415.80	\$436.59	\$458.42	\$481.34	\$505.41	\$530.68

**Premium work hours are from 8:00 p.m. to 5:00 a.m.
Monday through Friday, Weekends and Federal Holidays**

COST CATEGORY	Year 1 Hourly Rates	Year 2 Hourly Rates	Year 3 Hourly Rates	Year 4 Hourly Rates	Year 5 Hourly Rates	Year 6 Hourly Rates	Year 7 Hourly Rates
Rate for Loader 3 cy minimum capacity and operator	\$227.50	\$238.87	\$250.81	\$263.35	\$276.52	\$290.35	\$304.87
Rate for Backhoe and operator	\$175.50	\$184.27	\$193.48	\$203.15	\$213.31	\$223.97	\$235.17
Rate for Dump Truck Dual-axle 10-12 cy minimum capacity and operator	\$169.00	\$177.45	\$186.32	\$195.64	\$205.42	\$215.69	\$226.47
Rate for Tractor/trailer 18-20 cy minimum capacity Dump and operator	\$195.00	\$204.75	\$214.99	\$225.74	\$237.03	\$248.88	\$261.32
Rate for Pickup Truck and Plow and operator	\$487.50	\$511.87	\$537.46	\$564.33	\$592.55	\$622.18	\$653.29
Rate for D-5 or equivalent Dozer and operator	\$286.00	\$300.30	\$315.31	\$331.07	\$347.62	\$365.00	\$383.25
Rate for Grader with 14' moldboard and operator	\$364.00	\$382.20	\$401.31	\$421.37	\$442.22	\$464.56	\$487.79
Rate for Snow Blower and operator	\$104.00	\$109.20	\$114.66	\$120.39	\$126.41	\$132.73	\$139.37
Rate for Sidewalk Plow (Bombardier or equivalent)	\$182.00	\$191.10	\$200.65	\$210.68	\$221.21	\$232.27	\$243.88
Rate for Laborer (Shoveler)	\$78.00	\$81.90	\$85.99	\$90.29	\$94.80	\$99.54	\$104.52

924K Loader w/12' plow and operator	\$295.00	\$309.75	\$325.24	\$341.50	\$358.57	\$377.50	\$396.37
Backhoe w/snowplow and operator	\$260.00	\$273.0	\$286.65	\$300.98	\$316.03	\$331.83	\$348.42
Track Skidsteer w/snowplow and operator	\$234.00	\$245.70	\$257.98	\$270.88	\$284.42	\$298.64	\$313.57
316 Excavator w/thumb and operator	\$325.00	\$341.25	\$358.31	\$376.22	\$395.03	\$414.78	\$435.52
324 Excavator/long reach w/ operator	\$514.80	\$540.54	\$567.57	\$595.95	\$625.75	\$657.04	\$689.89

Exhibit "A"
Compensation Rate Schedule
AGR23-36b

Fuel Surcharge Adjustment Table

The base fuel cost shall be based on a \$4.74 per gallon fuel cost. For any monthly variance (increase or decrease) greater than \$0.24 after the effective date, as determined by the U.S. Energy Information Administration (US EIA), U.S. On-Highway Diesel Fuel Prices for the Rocky Mountain Region reported weekly on Mondays, increases exceeding \$0.24 change over the prior period shall result in a Fuel Surcharge Adjustment, calculated based on a percentage of the cost of fuel consumed during the performance of services against an executed Task Order, as demonstrated by provision of fuel receipts, indicating the quantity of fuel consumed. The percentage applied to the cost of fuel is detailed below. After the effective date of this Agreement, each whole \$0.24 change over \$4.74 shall result in a fuel surcharge of increasing percentages. Fuel costs corresponding to the ranges listed below shall apply to the cost of fuel for a given Task Order. Contractor shall provide evidence of the actual rate of fuel used for each Task Order when billing the fuel surcharge, failure to do so shall result in no fuel surcharge being applied.

Should fuel costs fall below the \$4.74 base fuel cost, no fuel surcharge shall apply.

For example, the current fuel price per the US EIA Rocky Mountain on November 14, 2022, of \$5.40, with a demonstrated fuel consumption of 100 gallons, totaling \$540.00, the 12% fuel surcharge would apply, based on the fuel price range of \$5.25 - \$5.49. The resulting fuel surcharge would be the validated actual fuel consumption in dollars, multiplied by the Surcharge Percentage 0.12 (\$540.00 x 0.12) resulting in \$64.80. The fuel surcharge of \$64.80 would then be added to the invoice for the Task Order.

Fuel Cost	Surcharge Percentage
Less than \$4.74	0%
\$4.75-\$4.99	3%
\$5.00-\$5.24	9%
\$5.25-\$5.49	12%
\$5.50-\$5.74	15%
\$5.75-\$5.99	18%
\$6.00-\$6.24	21%
\$6.25-\$6.49	24%
\$6.50-\$6.74	27%
\$6.75-\$6.99	30%
\$7.00-\$7.24	33%
\$7.25-\$7.49	36%
\$7.50-\$7.74	39%

Exhibit "B"
Confidential Information Disclosure Statement
AGR23-36b

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor: Anita Lovato
J J Excavation, Inc.
P.O. Box 190
Holman, New Mexico 87723
Email: jake.lovato@icloud.com

County: Traffic and Streets Division
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the

information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

Exhibit "C"
SAMPLE TASK ORDER

AGR23-36 TASK ORDER #1 J J Excavation, Inc. - On-Call Snow Removal and Emergency Equipment Services

DATE PREPARED: December 21, 2022

CHARGE: XXXXXXXXXX-XXXX

CONTRACT MANAGER: Name, Phone. All changes in scope, budget or schedule (extensions) need to be approved in advance by Project Manager.

COUNTY REQUESTOR/CONTACT: Name, Phone. All changes in scope, budget or schedule (extensions) need to be approved in advance by Name, Phone.

ATTACHMENTS:

1. Bid from J J Excavation, Inc., dated December 15, 2022, in the amount of \$XX,XXX.00 plus NMGR.

COMMENCE WORK DATE: Upon issuance of Purchase Order

REQUESTED DELIVERY DATE: All work of this Task Order to be complete as soon as possible.

SCOPE OF WORK REQUESTED:

1. .

DELIVERABLE:

1. Completed project.

ESTIMATED COST:

1. Cost \$XX,XXX.00 plus NMGRT.

ESTIMATED VALUE OF ALL TASK ORDERS TO DATE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses): \$XXX,XXX.00

CURRENT CONTRACT VALUE (not including Reimbursable Expenses or GRT): \$ XX,XXX.00

Estimated Balance Included in this Task Order: \$ XX,XXX.00

SIGNATURE PAGE

Original Task Order

Name	Date
Contract/Project Manager	

John Doe **Date**
ABC Corporation

Juan Rael	Date
Public Works Director (if over \$3,000.00)	

Steven Lynne **Date**
 County Manager (if TO value is \$10,000.00 or more)



County of Los Alamos

Staff Report

November 29, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): * 2022 Council Goal - Investing in Infrastructure; DPU FY2022 - 1.0 Provide Safe and Reliable Utility Services; DPU FY2022 - 2.0 Achieve and Maintain Excellence in Financial Performance

Presenters: James Alarid, Deputy Utilities Manager - Engineering and Heather Garcia, Deputy Utilities Manager - Finance

Legislative File: OR0963-22

Title

Introduction of Ordinance No. 722 Authorizing the Execution and Delivery of a Water Fund Project Loan/Grant Agreement for Construction of Phase II of the Bayo New Non-Potable Water Tank and Existing Tank Upgrades.

Recommended Action

I introduce without prejudice Ordinance No. 722 Authorizing the Execution and Delivery of a Water Fund Project Loan/Grant Agreement for Construction of Phase II of the Bayo New Non-Potable Water Tank and Existing Tank Upgrades

..Utilities Manager's Recommendation

The Utilities Manager recommends that Council introduce Ordinance No. 722.

Board, Commission or Committee Recommendation

The Board of Public Utilities approved Ordinance No. 722 at their regular meeting of November 16, 2022 and recommends that Council introduce Ordinance No. 722.

Body

Ordinance 722 will authorize the Department of Public Utilities (DPU) to execute the attached loan/grant agreement to construct phase II of the new Bayo non-potable water tank and construct improvements to the existing storage tank. The New Mexico Finance Authority (NMFA), through the Water Trust Board (WTB) has awarded the DPU a grant in the amount of \$2,190,000 and loan in the amount of \$1,460,000 (0% interest, 0.25% annual fee, 20-year term) in the 2022 funding cycle. As a condition of the award the DPU must match \$400,000 to the cost of the project.

DPU received a loan/grant from the NMFA/WTB in 2020 in the amount of \$900,000 for the project. Inflation from the time of submitting the application to the time of award caused the price of the project to more than double, so the project was split into two phases. The 2020 award was used to fund Phase I of the project which consists of the site piping, metering and miscellaneous site improvements to accommodate the new tank. The 2022 award will fund Phase II of the project which will complete the new tank and make improvements to the existing open top tank. The storage will be increased from 190,000 gallons to 1,000,000 gallons. This will allow a full day's discharge to be captured from the plant, increasing the amount of water that can be delivered to the community for irrigation.

The ordinance is scheduled to be introduced in the November 29, 2022 Council meeting and the public hearing is scheduled for December 13, 2022 Council meeting. The loan/grant closing is scheduled for January 20, 2023. The project was designed in-house and is shovel ready. The project will be bid as soon as the loan/grant closing is complete and be constructed in the fall 2023.

Alternatives

If the ordinance is not approved, staff will consider the project next year when Water Trust Board applications are due.

Fiscal and Staff Impact

The project has been budgeted in fiscal year 2023 in the amount of \$2,929,880, which meet DPU's match requirement. BPU established a goal to maintain the debt service coverage ratio of 1.6 or greater for every fiscal year. Attachment C shows the projected debt service coverage ratios are projected greater than 1.6.

Attachments

A - Ordinance 722

B - WPF-5673 Loan/Grant Agreement

C - Credit & Debt Analysis

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. 722

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 \$3,650,000, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF PHASE II BAYO NEW NON-POTABLE WATER TANK, EXISTING TANK UPGRADES, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM NET SYSTEM REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; 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, of the 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 14, being Senate Bill 17 of the 2022 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 26, 2022 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 \$400,000.

“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 \$2,190,000.

“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 \$1,460,000.

“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 \$3,650,000.

“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 Revenues” means the Gross Revenues of 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 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 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 joint electric, gas, 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 two-thirds (2/3) 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 \$2,190,000 and borrowing the Loan Amount of \$1,460,000 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 \$2,190,000 and the Loan shall be in the amount of \$1,460,000. 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:

[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. 722, duly adopted and approved by the County Council of the Incorporated County of Los Alamos on December 13, 2022. 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. 722

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 \$3,650,000, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF PHASE II BAYO NEW NON-POTABLE WATER TANK, EXISTING TANK UPGRADES, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM NET SYSTEM REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; 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 13th day of December, 2022.

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:

Those Voting Nay:

Those Absent:

_____ (__) 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. Rytí, 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 13, 2022 at the hour of 6:00 p.m., insofar as the same relate to the adoption of Ordinance No. 722 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. 22-01, adopted and approved on January 4, 2022, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of January, 2023.

INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO

By _____
Naomi D. Maestas, County Clerk

6472502

EXHIBIT "A"

Notice of Meeting, Meeting Agenda

\$3,650,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

January 20, 2023

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 20, 2023, 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”).

W I T N E S S E T H:

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, of the 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 \$1,460,000 from the Lender/Grantor and to accept a grant in the amount of \$2,190,000 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 21, 2022 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 14, being Senate Bill 17 of the 2022 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 26, 2022 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 \$400,000.

“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 21, 2022 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 \$2,190,000.

“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 wastewater 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 \$1,460,000.

“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 \$3,650,000.

“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 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. 722, adopted December 13, 2022, 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 joint electric, gas, 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 joint 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 joint 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 Phase II new Bayo non-potable water tank and existing tank upgrades, 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 System and to inspect the System and all properties comprising the System, 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) 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.

(s) 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.

(t) 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.

(u) 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.

(v) 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.

(w) 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.

(x) 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.

(y) Efficient Operation. The Borrower/Grantee will operate the System so long as this Agreement is outstanding, will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable demands for System services.

(z) 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 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.

(aa) Billing Procedure. Bills for joint electric, gas, 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, joint electric, gas, 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 wastewater utility services may be billed jointly with each other, provided that each such joint bill shall show separately the electric, gas, water and wastewater utility charges.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) 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

(dd) 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 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, operate 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 operating 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, 2023, 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 5, 2022 and by the Finance Authority's Board of Directors on May 26, 2022, 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

6472500

EXHIBIT "A"

TERM SHEET

\$3,650,000 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 as provided by law. 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 Phase II new Bayo non-potable water tank and existing tank upgrades, 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:	\$2,190,000
Loan Amount:	\$1,460,000
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; NMFA DWSRLF Loan DW-5637 maturing in 2049; NMFA DWSRLF Loan DW-5638 maturing in 2049.
Outstanding Parity Obligations (Super Subordinate):	OUTSTANDING JUNIOR LIENS OF THE WATER UTILITY: NMFA WPF Loan WPF -0089 maturing in 2028; NMFA WPF Loan WPF -0156 maturing in 2030; NMFA WPF Loan WPF -0157 maturing in 2030; NMFA WPF Loan WPF -0220 maturing in 2031; NMFA WPF Loan WPF -0221 maturing in 2032; NMFA WPF Loan WPF -4826 maturing in 2041; NMFA WPF Loan WPF -5081 maturing in 2042.

A-1

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 WPF Loan WPF -0318 maturing in 2035;
NMFA WPF Loan WPF -0340 maturing in 2035.

OUTSTANDING JUNIOR LIEN OF THE WATER AND
WASTEWATER UTILITY:

NMFA WPF Loan WPF -3557 maturing in 2038.
NMFA WPF Loan WPF -5426 maturing in 2043.

OUTSTANDING JUNIOR LIEN OF THE
WASTEWATER UTILITY:

NMFA WPF Loan WPF -0063 maturing 2027;
NMED 2019 CWSRF 083 maturing in 2042;
NMED 2018 CWSRF 1438143R maturing in 2035.

Authorizing Legislation: Borrower/Grantee Ordinance No. 722, adopted
December 13, 2022.

Additional Funding Amount: \$400,000

Closing Date: January 20, 2023

Project Account Amount: \$3,650,000

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: \$3,650,000 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-5673

Closing Date: January 20, 2023

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: \$400,000

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

<p>Fund Recipient Names: Incorporated County of Los Alamos</p> <p>Recipient Contact:</p> <p>Phone Number:</p>	<p>WTB Project Number: WPF-5673</p> <p>WTB Project Name: Ph II New Bayo Non-Potable Water Tank & Existing Tank Upgrades</p> <p>Project Type: Construction</p>
<p>Quarterly Project Report <input type="checkbox"/> Final <input type="checkbox"/> Other <input type="checkbox"/> _____</p> <p>Report Period: From - ____ / ____ / ____ To - ____ / ____ / ____</p>	
<p>Contract Expiration: _____</p> <p>Total WTB Award: \$_____ Current Balance: \$_____</p> <p>Loan 40% Grant 60% Match \$400,000</p> <p>Expected WTB Award Expenditure Next Quarter: \$_____</p> <p>Additional Funding Amount Expended to Date: \$_____</p> <p>Expected Additional Funding Amount Expenditure Next Quarter: \$_____</p> <p>Project Phase: Planning <input type="checkbox"/> Design <input type="checkbox"/> Construction <input type="checkbox"/></p>	
<p>PROJECT TIME: Original Completion Date: _____</p> <p> Current Completion Date: _____</p> <p> Days Remaining for Completion _____</p> <p>Percent Project is Complete _____% On Schedule? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>Briefly Describe Project Progress During This Reporting Period:</p>	
<p>Issues Addressed During This Period (Indicate any current and/or anticipated issues that remain unresolved):</p>	
<p>Goals/Milestones With Timeline or Dates For The Next Reporting Period:</p>	
<p>Name and Title of Authorized Officer: (<i>Print</i>)</p> <p style="text-align: right;">Date: _____</p>	<p>Authorized Officer Signature:</p>

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$3,650,000 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-5673

Closing Date: January 20, 2023

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. 22-01 adopted by the Borrower/Grantee on January 4, 2022.
2. Ordinance No. 722, adopted December 13, 2022, 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

Los Alamos County

Debt Profile - Current Debt

Net System Revenue of the Joint Utility System

Debt	Senior Lien					Subordinate Lien																	Super Subordinate Lien												Total Debt Service	Total Revenue	Total Debt Service Coverage Ratio
	2010 NMFA PPRF Loan PPRF-2461	2014 NMFA PPRF Loan PPRF-3150	Proposed NMFA DW Loan DW-5456	Proposed NMFA DW Loan DW-5637	Proposed NMFA DW Loan DW-5638	2019 NMED Loan CWSRF 083	2022 NMED Loan CWSRF 110	2018 NMED Loan CWSRF 1438143R	2009 NMED Loan CWSRF 09L ARRA	NMFA WTB Loan WTB-0063	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-0318	NMFA WTB Loan WTB-0340	NMFA WTB Loan WTB-3557	NMFA WTB Loan WTB-4826	NMFA WTB Loan WTB-5426	NMFA WTB Loan WPF-5081	Proposed NMFA WTB Loan WPF-5673															
	Par Rate	Issue Date	Call Date	Source																																	
Pledge	NSR of Joint Utility System	NSR of Joint Utility System	NSR of Joint Utility System	NSR of Joint Utility System	NSR of Joint Utility System	NSR of the Wastewater Utility	NSR of Joint Utility System	NSR of the Wastewater Utility	NSR of Joint Utility System	NSR of the Wastewater Utility	NSR of the Water Utility System	NSR of the Water Utility System	NSR of the Water Utility System	NSR of the Water Utility System	NSR of Water Utility System	NSR of Water Utility System	NSR of Joint Utility System	NSR of Joint Utility System	NSR of Joint Water and Wastewater Utility System	NSR of the Water Utility System	NSR of the Wastewater Utility	NSR of the Water Utility System	NSR of the Water Utility System														
Term	20 years	20 years	25 years	25 Years	25 Years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years	20 years														
2022	\$ 1,253,863	\$ 729,375	\$ 20,920	\$ -	\$ -	\$ -	\$ -	\$ 460,153	\$ 15,783	\$ 3,342	\$ 4,190	\$ 7,570	\$ 2,566	\$ 31,702	\$ 7,186	\$ 28,990	\$ 9,735	\$ 2,772	\$ 16,473	\$ -	\$ -	\$ -	\$ 2,594,619	\$ 8,860,597	3.41												
2023	\$ 1,254,372	\$ 725,660	\$ 37,099	\$ -	\$ -	\$ -	\$ -	\$ 460,153	\$ 15,783	\$ 3,341	\$ 4,190	\$ 7,570	\$ 2,566	\$ 31,699	\$ 7,185	\$ 28,990	\$ 9,735	\$ 2,773	\$ 16,473	\$ -	\$ 18,531	\$ -	\$ 2,626,121	\$ 13,862,066	5.28												
2024	\$ 1,239,579	\$ 730,925	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ 460,153	\$ 15,783	\$ 3,342	\$ 4,190	\$ 7,570	\$ 2,566	\$ 31,697	\$ 7,186	\$ 28,990	\$ 9,735	\$ 2,772	\$ 16,473	\$ 66,720	\$ 18,532	\$ 74,931	\$ 4,699,238	\$ 7,698,950	1.64												
2025	\$ 1,223,138	\$ 639,660	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ 460,153	\$ 15,783	\$ 3,342	\$ 4,190	\$ 7,571	\$ 2,566	\$ 31,696	\$ 7,185	\$ 28,989	\$ 9,735	\$ 2,772	\$ 16,474	\$ 66,720	\$ 18,531	\$ 74,931	\$ 4,591,530	\$ 7,839,896	1.71												
2026	\$ 1,210,048	\$ 640,710	\$ 168,455	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ 460,153	\$ 15,783	\$ 3,342	\$ 4,190	\$ 7,570	\$ 2,566	\$ 31,693	\$ 7,186	\$ 28,990	\$ 9,736	\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,531	\$ 74,931	\$ 4,579,488	\$ 7,621,283	1.66												
2027	\$ 1,189,720	\$ 636,295	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ 460,153	\$ 15,783	\$ 3,341	\$ 4,190	\$ 7,570	\$ 2,567	\$ 31,691	\$ 7,185	\$ 28,989	\$ 9,735	\$ 2,773	\$ 16,474	\$ 66,720	\$ 18,532	\$ 74,931	\$ 4,554,742	\$ 11,914,137	2.62												
2028	\$ 1,177,264	\$ 639,195	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ 460,153	\$ 15,783	\$ -	\$ 4,190	\$ 7,571	\$ 2,566	\$ 31,689	\$ 7,185	\$ 28,989	\$ 9,735	\$ 2,772	\$ 16,473	\$ 66,720	\$ 18,531	\$ 74,931	\$ 4,541,842	\$ 20,071,384	4.42												
2029	\$ 1,152,072	\$ 636,375	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ 460,153	\$ 15,783	\$ -	\$ 7,570	\$ 2,566	\$ 31,687	\$ 7,185	\$ 28,989	\$ 9,736	\$ 2,772	\$ 16,473	\$ 66,720	\$ 18,532	\$ 74,931	\$ 4,509,638	\$ 14,692,405	3.26													
2030	\$ 1,129,752	\$ 638,015	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ 460,153	\$ 15,783	\$ -	\$ 7,571	\$ 2,566	\$ 31,684	\$ 7,186	\$ 28,989	\$ 9,736	\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,531	\$ 74,931	\$ 4,488,957	\$ 13,206,694	2.94													
2031	\$ 633,935	\$ 168,455	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ 460,153	\$ 15,783	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,681	\$ 7,185	\$ 28,990	\$ 9,736	\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,531	\$ 74,931	\$ 3,344,984	\$ 11,588,963	3.46												
2032	\$ 632,953	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ 460,153	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,679	\$ 7,185	\$ 28,989	\$ 9,736	\$ 2,772	\$ 16,473	\$ 66,720	\$ 18,531	\$ 74,931	\$ 3,328,216	\$ 8,577,408	2.58												
2033	\$ 636,200	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ 460,153	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,989	\$ 9,736	\$ 2,772	\$ 16,473	\$ 66,720	\$ 18,531	\$ 74,931	\$ 3,292,599	\$ 8,577,408	2.61												
2034	\$ 633,485	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ 460,153	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,989	\$ 9,736	\$ 2,772	\$ 16,473	\$ 66,720	\$ 18,532	\$ 74,931	\$ 3,289,885	\$ 8,577,408	2.61												
2035	\$ -	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ 460,153	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,989	\$ 9,736	\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,531	\$ 74,931	\$ 2,656,400	\$ 8,577,408	3.23												
2036	\$ -	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,735	\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,531	\$ 74,931	\$ 2,167,256	\$ 8,577,408	3.96												
2037	\$ -	\$ 168,455	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,532	\$ 74,931	\$ 2,157,523	\$ 8,577,408	3.98												
2038	\$ -	\$ 168,455	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,773	\$ 16,473	\$ 66,720	\$ 18,531	\$ 74,931	\$ 2,157,522	\$ 8,577,408	3.98												
2039	\$ -	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,473	\$ 66,720	\$ 18,531	\$ 74,931	\$ 2,154,748	\$ 8,577,408	3.98												
2040	\$ -	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,473	\$ 66,720	\$ 18,531	\$ 74,931	\$ 2,154,748	\$ 8,577,408	3.98												
2041	\$ -	\$ 168,455	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,473	\$ 66,720	\$ 18,531	\$ 74,931	\$ 2,154,749	\$ 8,577,408	3.98												
2042	\$ -	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,720	\$ 18,531	\$ 74,931	\$ 2,138,275	\$ 8,577,408	4.01												
2043	\$ -	\$ 168,454	\$ 38,914	\$ 122,598	\$ 396,815	\$ 1,251,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,720	\$ -	\$ 74,931	\$ 2,119,744	\$ 8,577,408	4.05												
2044	\$ -	\$ 168,454	\$ 38,914	\$ 122,598	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 329,966	\$ 8,577,408	25.99												
2045	\$ -	\$ 168,454	\$ 38,914	\$ 122,598	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 329,966	\$ 8,577,408	25.99												
2046	\$ -	\$ 168,454	\$ 38,914	\$ 122,598	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 329,966	\$ 8,577,408	25.99												
2047	\$ -	\$ 168,454	\$ 38,914	\$ 122,598	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 329,966	\$ 8,577,408	25.99												
2048	\$ -	\$ 168,453	\$ 38,914	\$ 122,598	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 329,965	\$ 8,577,408	25.99												
2049	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,577,408													
Total	\$ 10,829,808	\$ 8,552,783	\$ 4,269,372	\$ 972,840	\$ 3,064,956	\$ 7,936,293	\$ 25,026,258	\$ 6,442,146	\$ 157,830	\$ 20,050	\$ 29,330	\$ 68,132	\$ 23,095	\$ 348,598	\$ 79,038	\$ 405,852	\$ 146,032	\$ 47,132	\$ 329,463	\$ 1,334,395	\$ 370,625	\$ 1,498,628	\$ 71,952,655	\$ 271,749,718													



County of Los Alamos

Staff Report

November 29, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: B.

Index (Council Goals): * 2022 Council Goal - N/A

Presenters: David Izraelevitz, Councilor

Legislative File: OR0969-22

Title

Introduction of Incorporated County of Los Alamos Ordinance No. 02-335 A Code Ordinance Amending Chapter 8 to Repeal Article XV of Chapter 8 to Remove the Community Development Advisory Board as a Permanent Board of the County

Recommended Action

I introduce, without prejudice, Incorporated County of Los Alamos Ordinance No. 02-335 A Code Ordinance Amending Chapter 8 to Repeal Article XV of Chapter 8 to Remove the Community Development Advisory Board as a Permanent Board of the County, and ask staff to assure that it is published as provided in the County Charter.

County Manager's Recommendation

The County Manager recommends that Council introduce this Ordinance.

Body

The Los Alamos County Council has jurisdiction over the creation and abolishment of Standing Boards and Commissions and Ad Hoc Advisory Committees as noted in Section 305 of the Charter. On May 15, 2018, Council adopted Ordinance No. 02-285 amending Chapter 8 of the Code of Ordinances to add Article XV to create a Community Development Advisory Board (CDAB). One of the reasons that CDAB was created was to provide a mechanism to evaluate the enforcement process of Chapter 18. CDAB created and deployed a public information campaign and a community survey to provide input to Council about what nuisances are most concerning. The enforcement process has been reviewed by CDAB and any issues raised or recommendations from them have been addressed by staff and incorporated into current practices. When Council directed the updating of Chapter 18, CDAB participated in collecting usage data, analyzing such, and providing input on updated processes and mechanisms that contributed to this rewriting. Now that the completion of the rewrite of Chapter 18 is close with public hearing taking place at 11/29/22 meeting, County Council finds that future review of Chapter 18 are more appropriately considered as a limited-term task force rather than a permanent County board. The introduction of this ordinance (shown in Attachment A) would result in a public hearing of the ordinance which at this time is scheduled for December 6, 2022.

Public Hearing Scheduled on December 6, 2022.

Alternatives

Council could not introduce this Ordinance at this time; ask staff to bring it back another time; or take no action at all.

Fiscal and Staff Impact/Unplanned Item

There is minimal fiscal or staff impact to the introduction of this ordinance.

Attachments

A - Los Alamos Code Ordinance No. 02-335

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-335

**A CODE ORDINANCE AMENDING CHAPTER 8 TO REPEAL ARTICLE XV OF
CHAPTER 8 TO REMOVE THE COMMUNITY DEVELOPMENT ADVISORY BOARD
AS A PERMANENT BOARD OF THE COUNTY**

WHEREAS, the Incorporated County of Los Alamos ("County") is a home rule charter municipality, as allowed by N.M. Constitution, Article X, Section 6; and

WHEREAS, the County Council of the Incorporated County of Los Alamos ("County Council") has jurisdiction over the creation and abolishment of Standing Boards and Commissions and Ad Hoc Advisory Committees pursuant to Section 305 of the Charter; and

WHEREAS, County Council adopted Ordinance No. 02-285 amending the Chapter 8 of the Code of Ordinances to add Article XV to create a Community Development Advisory Board (CDAB) on May 15, 2018; and

WHEREAS, County Council directed the updating of Chapter 18 and CDAB participated in collecting usage data, analyzing such, and providing input on updated processes and mechanisms that contributed to this rewriting; and

WHEREAS, having completed the rewriting of Chapter 18, County Council finds that future review of Chapter 18 are more appropriately considered as a limited-term task force rather than a permanent County board.

BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS, the Los Alamos County Code of Ordinances is hereby amended as follows:

Section 1. Article I, Chapter 8, Section 8-4 of the County Code is hereby amended as follows:

Sec. 8-4. Standing advisory boards or commissions; terms of existence.

- (a) The following standing boards or commissions are hereby continued or established although not all are governed by the provisions of this chapter: arts in public places board; board of public utilities; historic preservation advisory board; labor management relations board; library board; lodger's tax advisory board; parks and recreation board; personnel board; planning and zoning commission; environmental sustainability board; transportation board; valuation protests board, and the variance board, ~~and the community development advisory board.~~
- (b) All standing boards and commissions will continue to function indefinitely, unless specifically discontinued by the county council or as otherwise provided by county ordinance. Boards or commissions shall be terminated only by express action of the county council. A board or commission may be assigned more than one task

concurrently, but the absence of one or more assigned tasks at any time shall not affect the board or commission's continuing status.

Section 2. An Article XV (Community Development Advisory Board) of Chapter 8 is hereby repealed in its entirety.

ARTICLE XV. -- COMMUNITY DEVELOPMENT ADVISORY BOARD

Sec. 8-301. -- Purpose.

~~A community development advisory board is established in order to make recommendations to County Council regarding the development, implementation, and enforcement of County property maintenance codes within the corporate boundaries of the County.~~

Sec. 8-302. -- Membership, Terms and Qualifications.

~~(1) The community development advisory board shall be composed of seven (7) citizens with an attempt to provide equal representation from both the Los Alamos townsite and the White Rock community. No board member shall be appointed that is an employee of the County, either as staff or by contractor. Members shall be appointed by the County Council for staggered terms of three (3) years. Three (3) initial appointments shall expire after one (1) year. The determination of which initial expiring appointments will be decided by the Council Chairperson at the time of appointment. Vacant board positions will be appointed by the County Council. The remaining four (4) members on the board will expire their term after two (2) years and rotation of appointments shall continue. Board members can be reappointed for no more than two (2) terms.~~

~~(2) Each member of the community development advisory board shall file a complete list of real estate interests in the county held by the member and, to the extent possible, a complete list of real estate interests in the county held by any person related to the member within the third degree of consanguinity or affinity (natural or adopted children, parents, brothers, sisters, aunts, uncles, nieces, nephews, grandchildren, grandparents, great grandchildren, great grandparents). The list shall include participation in partnerships, limited partnerships, syndications, joint ventures, etc., for the purpose of investment in real estate interests. The list shall be filed during the month of April of each year with the county manager and retained as required by the state Public Records Act, NMSA 1978, 14-3-1 et seq. A member of the community development advisory board is disqualified from participating or voting on any matter which would result in a substantial change, either increase or decrease, in the value of any real estate interests owned by the member or the real estate interests of any person related to the member within the third degree of consanguinity or affinity. Further, a member of the community development advisory board is disqualified from participating or voting on any matter which would result in a substantial change, either increase or decrease, in the values of real estate interests owned by others with whom the member has a business or professional relationship with respect to the matter under consideration.~~

Sec. 8-303. -- Duties and Responsibilities.

~~The community development advisory board shall serve in an advisory capacity to the County Council and shall have the following functions, responsibilities and duties:~~

~~(1) Making of recommendations to the County Council regarding:~~

- ~~a. Policies for the development, implementation and enforcement of County property maintenance codes;~~
- ~~b. Recommend possible changes and definitions to the county code relating to CDD and Code Enforcement efforts; and~~
- ~~c. Recommend programs and policies for community development with regard to positive outreach activities, such as assistance programs, citizen volunteer groups, and county sponsored clean up activities.~~
- ~~(2) Receive and provide citizen input to staff and County Council on ways and means for improving the County's property maintenance and code enforcement program. For this purpose, the community development advisory board shall gather public input in ways appropriate to the circumstances, which may include public meetings dedicated to specific topics.~~
- ~~(3) Recommend ways to involve and educate the community on property maintenance issues.~~
- ~~(4) Receive all monthly property maintenance code enforcement reports including issued notices of violation and citations and photographic evidence, and review as appropriate.~~
- ~~(5) Report to County Council as requested by Council on community development advisory board findings, activities, and recommendations.~~
- ~~(6) Such other activities, duties and responsibilities related to Community Development Department activities as may be assigned by the County Council.~~

Section 3. Severability. If any section, paragraph, clause or provision of this Code Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Code Ordinance.

Section 4. Effective Date. This Code Ordinance shall become effective thirty (30) days after publication of notice of its adoption.

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

PASSED AND ADOPTED this 6th day of December 2022.

INCORPORATED COUNTY OF LOS ALAMOS

Randall T. Rytí,
Council Chair

ATTEST:

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



County of Los Alamos

Staff Report

November 29, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: A.

Index (Council Goals): * 2022 Council Goal - N/A

Presenters: Sobia Sayeda, Planning Manager and Paul Andrus, Community Development Director

Legislative File: OR0968-22b

Title

Incorporated County of Los Alamos Ordinance No. 02-334 An Ordinance Repealing and Replacing in Its Entirety the Text of Article II, Chapter 18, "Nuisances"

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Ordinance No. 02-334; an Ordinance repealing and replacing in its entirety the text of Article II, Chapter 18, "Nuisances"; and ask staff to assure that it is published in summary form.

Alternative Action

I move that Council amend Incorporated County of Los Alamos Ordinance No. 02-334; an Ordinance repealing and replacing in its entirety the text of Article II, Chapter 18, "Nuisances"; with the following changes [list amendments] to be considered and voted upon at the December 13th Council meeting.

County Manager's Recommendation

The County Manager recommends that Council adopt this Ordinance as presented.

Board, Commission or Committee Recommendation

The Community Development Advisory Board (CDAB) discussed and considered this revision to Chapter 18, Article II at several meetings. Their input and recommendations are shown in Attachment C.

Body

Chapter 18, Article II, "Nuisances" provides minimum standards for the conditions and maintenance of structures, premises, and property and the process for a means of abatement of public nuisances. This update to Article II is intended to provide more specific definitions, remove redundancies in the current Code, and modernize and clarify the County's current standards and processes (Attachment A).

The County sought and received input from the public (Attachment B) and the Community Development Advisory Board (CDAB) (Attachment C) to update Article II by holding public meetings, conducting a community survey and receiving extensive public input via the project website. This update also includes recommendations from the County consultants and County staff. The County consultant's presentation explaining the proposed text amendment and the project's process is attached (Attachment E).

If Council amends the proposed text amendment, then Council may not adopt the amended

ordinance until December 13, 2022.

Fiscal and Staff Impact/Unplanned Item

Not Applicable

Attachments

A - Ordinance No. 02-334

B - Public Comment Matrix

C - CDAB Input and Recommendations Summary

D - Chapter 18 Crosswalk

E - Presentation to Council

F - Notice of Hearing

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE 02-334

**AN ORDINANCE REPEALING AND REPLACING IN ITS ENTIRETY
THE TEXT OF ARTICLE II, CHAPTER 18, "NUISANCES"**

WHEREAS, Los Alamos County values and prioritizes public health, safety, and welfare;
and

WHEREAS, public health, safety, and welfare can be maintained and promoted by
regulating public nuisances caused by the maintenance of property; and

WHEREAS, public nuisances may be prevented and mitigated by establishing minimum
standards to govern the conditions and maintenance of structures, premises, and property within
the County such that they do not create a health, safety, or welfare hazard; and

WHEREAS, the County regulates public nuisances caused by the maintenance of
property which interferes with the exercise and enjoyment of public rights under Chapter 18,
Article II, "Nuisances" of the Los Alamos County Code of Ordinances to protect public health,
safety, and welfare; and

WHEREAS, Chapter 18, Article II, "Nuisances" provides minimum standards for the
conditions and maintenance of structures, premises, and property and the process for a means
of abatement of public nuisances; and

WHEREAS, Council sought public input to update minimum standards for the conditions
and maintenance of structures, premises and property, and to identify processes for means of
abatement by holding public meetings and by soliciting public comments and other feedback via
the project website and a community survey in order to develop a current and cohesive update to
Article II which reflects community priorities for the maintenance of property related to public
health, safety, and welfare; and

WHEREAS, relying on community input and expert opinions from County staff and outside
consultants, ensures that an update to Article II will better reflect community priorities; and

WHEREAS, repealing and replacing Article II in its entirety will improve the cohesiveness
and consistency of the language and standards described in Article II, Chapter 18, "Nuisances,"
making it easier to understand and implement.

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

Section 1. Article II of Chapter 18 of the Code of the Incorporated County of Los Alamos, is
hereby repealed in its entirety.

Section 2. A new Article II of Chapter 18, is adopted as follows:

**CHAPTER 18.
ENVIRONMENT**

ARTICLE II. NUISANCES

DIVISION 1. PURPOSE & SCOPE

Sec. 18-31. - Purpose.

The purpose of this Article is to promote the public's health, safety, and welfare by establishing minimum standards governing the conditions and maintenance of property and structures to prevent the creation and continuation of public nuisances, as defined by this Article, and to provide a means for abatement, as authorized by State Law.

Sec. 18-32. - Scope.

The provisions of this Article shall govern the responsibilities of a person for maintenance of all residential and nonresidential structures, premises, and property within the county. Property, structures, and premises shall be maintained in a clean, safe, and sanitary condition and shall not cause or create a health, safety, or welfare hazard.

Sec. 18-33. – Sec. 18-39. - Reserved.

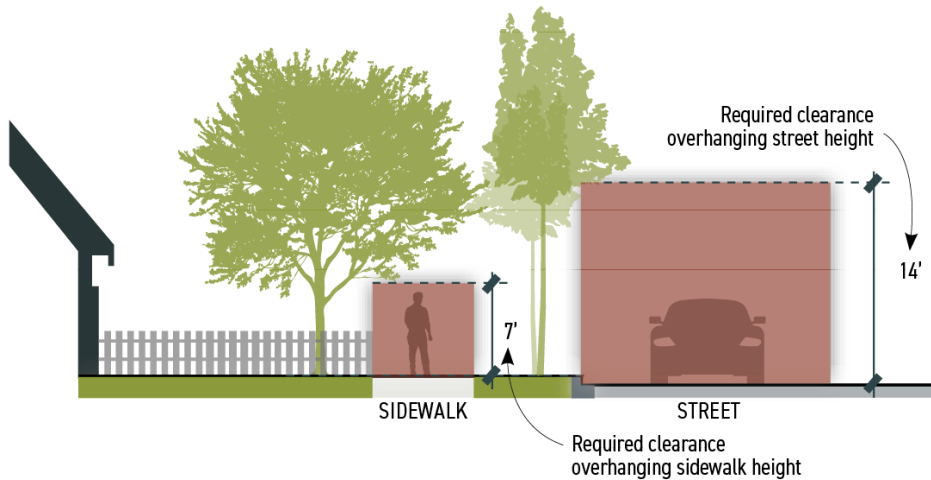
DIVISION 2. EXTERIOR PROPERTY AREAS

Sec. 18-40. - Sidewalks and driveways.

Sidewalks, walkways, stairs, driveways, parking spaces, and similar areas shall be maintained in a safe and passable condition, free from obstructions and hazardous conditions. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon and obstructions impairing the line of sight, particularly within required clear path or sight triangle per Section 16-4-2(C)(IV) of the Chapter 16 Development Code.

Sec. 18-41. - Obstructive vegetation.

The owner or occupant of any property shall trim or remove all trees, plants, shrubs or vegetation, or any parts thereof, which overhang or extrude into any abutting sidewalk, public right-of-way, planting strip, and clear sight triangle per Section 16-4-2(C)(IV) of the Chapter 16 Development Code in such manner as to obstruct or impair the free and full use of the sidewalk or street, including the interruption or interference with the clear vision of pedestrians, bicyclists, or persons operating vehicles thereon, and including interference with traffic signs, poles, wires, pipes, fixtures, or any other part of any public utility situated in the street or public right-of-way. Vegetation shall be trimmed or removed to maintain a minimum clearance of 7 feet overhanging sidewalk height and 14 feet overhanging street height.



Sec. 18-42. - Accumulation of litter, garbage, and refuse.

All exterior property and premises, whether improved or vacant, shall be free from any accumulation of litter, garbage, refuse, or vegetative debris which causes or creates a fire, health, safety, or welfare hazard or unsafe condition, except in approved receptacles for collection. Every property owner or occupant shall dispose of all litter, garbage, refuse, or vegetative debris in a clean and sanitary manner by placing such materials in approved receptacles for collection or by taking it to an approved disposal facility. Dumpsters and similar large receptacles shall be shielded from the public view per the requirements outlined in Section 16-4-4(E)(III) of the Chapter 16 Development Code. Compost piles shall be contained or covered to ensure contents are not windblown. All other such receptacles shall be kept in orderly manner and may only be moved to the curb no earlier than 5:00 p.m. the day prior to the day of collection, as determined by the collections schedule set forth by the county.

No person shall dump, deposit, place, or dispose of any trash, debris, junk, or other matter on public right-of-way, public property, or upon the property of another without permission from the property owner of record.

Sec. 18-43. - Movable or temporary storage structures.

Tents or canopies used for storage or metal storage or moving containers shall not be permitted in areas visible from the public right-of-way unless specifically approved and permitted through a Temporary Use Permit and in compliance with all Temporary Storage standards of the Chapter 16 Development Code.

Sec. 18-44. - Rodent harborage.

All buildings, structures, or lots shall be kept free from rodent harborage and infestation, as defined in this Chapter. No person shall place, leave, dump, or permit to accumulate any water, garbage, rubbish, or trash in any structure or premises so that the same may afford food or harborage for rodents or pests. When any structure or premises is so infested or subject to infestation, the property owner or occupant shall be responsible for the prompt extermination by processes that will not be injurious to human health.

Sec. 18-45. - Outdoor storage.

Outdoor storage or accumulation of items in residential zoning districts shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. Storage within carports is permitted, provided storage does not inhibit parking within the carport and storage complies with the provisions of this section. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children's play equipment, firewood, etc. may be stored outside provided storage complies with the provisions of this section. This section shall not apply to the storage of such materials within a garage or other fully enclosed structure. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the Community Development Director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the county.

Outdoor storage in non-residential zoning districts shall be screened from view in accordance with requirements of the Chapter 16 Development Code, conditions of a Conditional Use Permit or Special Use Permit, or as otherwise required by law. All required screening shall be maintained in good repair.

Sec. 18-46. - Exhaust vents.

Pipes, ducts, conductors, fans, or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, noxious odors, or other gaseous or particulate wastes directly upon abutting or adjacent public or private property.

Sec. 18-47. - Accessory structures.

All accessory structures, including detached garages, fences, and walls, shall be maintained to be structurally sound and in good repair.

Sec. 18-48. - Inoperable or abandoned vehicles.

Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the vehicle such that the vehicle is not a safety hazard or visible from public view.

This section shall not apply to a vehicle stored in an enclosed structure; to vehicles on the premise of a business where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Conditional Use or Special Use, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies; or to a vehicle that is in compliance with NMSA 1978, Sections 66-11-1 through 66-11-5,

as may be amended, except that when stored in the front yard, such vehicles will be covered with an opaque cover designed to fit the vehicle.

Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property, provided the vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.

Sec. 18-49. - Swimming pools, spas, hot tubs.

Swimming pools, spas, and hot tubs shall be maintained in a clean and sanitary condition, in good repair, and properly fenced and secured as required by Building Code or applicable law. No person shall allow any swimming pool or similar body of water to stagnate and become polluted or unsafe for its intended use. Spas or hot tubs with a hard safety cover in good repair that is latched or locked shall be exempt from the provisions of this section regarding fencing.

DIVISION 3. REGULATION OF EXTERIOR STRUCTURE

Sec. 18-50. - General.

The exterior of all structures shall be maintained in good repair and in a structurally sound, safe, and sanitary condition so as not to pose a threat to the public health, safety, or welfare.

Sec. 18-51. - Exterior surfaces protective treatment.

Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good repair. Exposed exterior surfaces shall be rated for exterior use to ensure that they retain their quality over time and shall be protected from the elements, rust, corrosion, and decay by painting or other weather-coating protective covering or treatment. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight.

Sec. 18-52. - Unsafe conditions.

The following conditions shall be determined unsafe and are prohibited:

- (a) The nominal strength of any structural member is exceeded by nominal loads, the load effects, or the required strength;
- (b) The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
- (c) Structures or components thereof that have reached their limit state;
- (d) Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;
- (e) Failure to maintain structures, buildings, or premises to the following standards:

- (1) Structural members. Structural members shall be maintained free from deterioration and capable of safely supporting imposed dead and live loads.
- (2) Foundation walls. Foundation walls shall be maintained plumb, free from open cracks and breaks, and rodent-proof.
- (3) Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials.
- (4) Roofs and drainage. The roof and flashing shall be sound, tight, not have defects that admit rain or moisture, and drained to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters, and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that compromises the foundation, creates erosion, or creates a nuisance.
- (5) Decorative features. Cornices, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be maintained in good repair, be properly anchored, and in a safe condition.
- (6) Overhang extensions. Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts, shall be maintained in good repair, be properly anchored, and in a safe condition.
- (7) Stairways, decks, porches, and balconies. Exterior stairways, decks, porches and balconies, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, and be properly anchored and capable of supporting the imposed loads.
- (8) Chimneys and towers. Chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally sound, in good repair, and in a safe condition.
- (9) Handrails and guards. Handrails and guards shall be firmly fastened, capable of supporting normally imposed loads, and maintained in good repair.
- (10) Windows, skylights, doors, and door frames. Windows, skylights, doors, and frames shall be maintained in sound condition, good repair, and weathertight. All glazing materials shall be maintained free from holes and not admit rain or moisture. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
- (11) Doors. Exterior doors, door assemblies, and hardware shall be maintained in good repair. Locks at all entrances to dwelling units shall tightly secure the door. Locks on means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge, or effort, except where the door hardware conforms to that permitted by the Building Code.

Sec. 18-53. - Sec. 18-59. – Reserved.

DIVISION 4. ADMINISTRATION AND ENFORCEMENT

Sec. 18-60. - Responsibility for property maintenance.

Every owner of real property within the county is required to maintain the property in a manner that is in a clean, sanitary, safe, and structurally sound condition as not to violate the provisions of this Article, and the owner shall be responsible for any violations.

Sec. 18-61. - Violations.

- (a) Violations of this Article shall be unlawful.
- (b) Violations may be enforced by issuing notices of violation and, if necessary, by filing a criminal complaint in Municipal Court.
- (c) Each calendar day of a violation shall constitute a separate offense.
- (d) Nothing in this Article, however, shall in any way limit or prevent the county from taking any legal or equitable actions necessary to abate a public nuisance, taking immediate measures to prevent the imminent harm to or loss of life or property, or abating conditions that present an imminent danger to the health, safety, or welfare of the public.

Sec. 18-62. - Responsibility of enforcement.

The county Code Compliance Officer and Code Officials are authorized to enforce all provisions of this Article. The responsibilities of the county Code Compliance Officer and Code Officials shall include making decisions on conditions of abating violations of this Article.

Sec. 18-63. - Administration and enforcement procedures.

- (a) Any person may report a suspected violation of this Article to the county Community Development Department.
- (b) If the Code Compliance Officer or Code Official determines that a violation of this Article is occurring on a property, the Code Compliance Officer or Code Official may issue a written Courtesy Letter pursuant to Section 18-66(b) requesting the violation be voluntarily abated within 14 days of the receipt of the Courtesy Letter. The county may take action to abate a violation that presents imminent danger to the health, safety, or welfare of the public per Section 18-71(g).
- (c) The Code Compliance Officer or Code Official may re-inspect the subject property after the 14-day abatement period described in the Courtesy Letter to determine if the violation has been abated.
- (d) If upon re-inspection of the subject property, the Code Compliance Officer or Code Official finds the violation has not been abated, a Notice of Violation may be issued pursuant to Section 18-66(c).
- (e) If the required abatement will require a longer abatement period, the owner of record may submit a request for an abatement extension to the Community Development Director or their designee. The request shall contain the property location, the violation, proposed abatement measures, and the proposed timeframe required to adequately abate the violation.
- (f) The Code Compliance Officer or Code Official may re-inspect the subject property after the given abatement period to determine if the violation has been abated.
- (g) Upon the failure to abate a violation within the given abatement period, the county may file a complaint charging a violation(s) of this Article with the Municipal Court.

Sec. 18-64. - Authority to Enter.

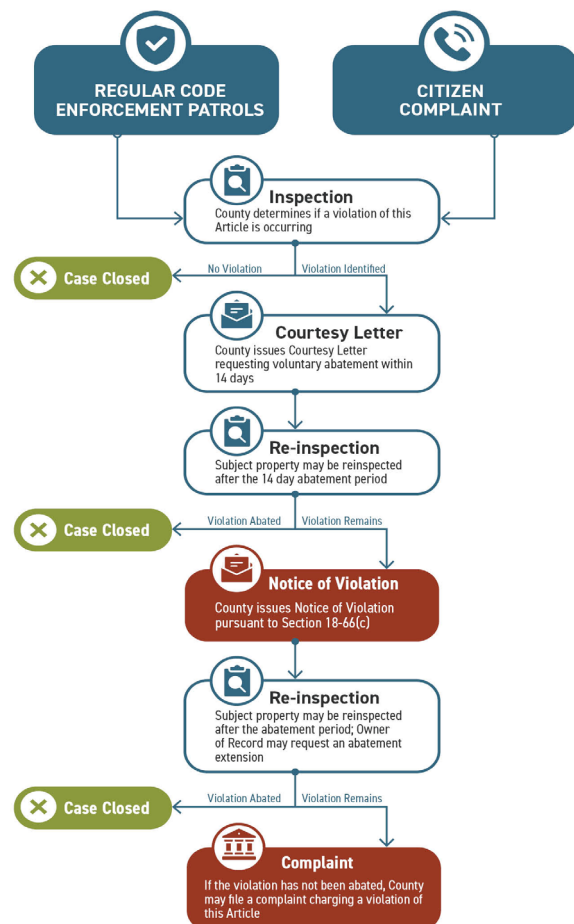
The Code Compliance Officer or Code Officials shall obtain a search warrant, or permission of the occupant thereof, or permission of the party responsible therefor in the event the premises are unoccupied, prior to entering the interiors of private parties, dwellings or living quarters, or the portions of commercial premises used as dwellings, or the non-public portions of commercial premises. Where it is necessary to make an inspection to enforce the provisions of this Article, or whenever the Code Compliance Officer or Code Official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this Article, the Code Compliance Officer or Code Official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code. The provisions of this section do not apply in the event of explosion, fire, or like emergency.

Sec. 18-65. - Abatement and Lien.

The county is authorized to take affirmative action in accordance with NMSA 1978, Section 3-18-5, as may be amended, to abate a violation of this Article, and may place a lien on the real property for the reasonable costs of abatement, and the lien shall bear interest at the rate of twelve (12) percent per year from the date of filing the notice of the lien.

Sec. 18-66. – Notice.

- (a) The Code Compliance Officer or Code Official shall issue all necessary notices or violation orders to ensure compliance with this Article.
- (b) Whenever a violation is observed, the Code Compliance Officer or Code Official may send a written Courtesy Letter directed to the owner of record of the property, as identified in the records of the County Tax Assessor, to make them aware of the violation and to request abatement of the violation. The Courtesy Letter shall also be sent to the property address where the violation exists, if the property address is different from the address for the owner of record. The content of the Courtesy Letter shall contain:
 - (1) A description of the violation, including the location of the violation in question;
 - (2) A description of corrective action to abate the violation;
 - (3) A request to complete all corrective action within 14 days after receipt of notification; and
 - (4) The contact information for the Code Compliance Officer or Code Official.



The Courtesy Letter may be served either personally or by certified mail.

- (c) In the event that re-inspection of the property after the 14-day period finds the violation was not abated and no abatement extension has been established per Section 18-63(e), the Code Compliance Officer or Code Official may send a Notice of Violation to the owner of record, as identified in the records of the County Tax Assessor, to abate the violation. The Notice of Violation shall also be sent to the property address where the violation exists, if the property address is different from the address for the owner of record. The content of the notice shall contain:
- (1) A description of the violation, including the location of the violation in question;
 - (2) A description of all corrective action required to abate the violation;
 - (3) A time period not less than 14 days or more than 30 days after service of the Notice of Violation, by which the owner must complete all corrective action; and
 - (4) The contact information for the Code Compliance Officer or Code Official.
- A Notice of Violation shall be served on the owner personally or by certified mail. In the event the certified mail is returned undelivered, the owner of the property cannot be determined, or the owner does not respond to the Notice of Violation, such notice shall be served by affixing a copy of the Notice of Violation in a conspicuous location upon the premises.
- (d) Nothing in this Section shall in any way limit or prevent the county from taking immediate measures to prevent the imminent harm to persons or property, or abating conditions under this or other chapters of the Code which present an imminent danger to the health, safety, or welfare of the public.

Sec. 18-67. - Penalties for violation.

Any person who convicted of a violation of any provision of this Chapter shall be sentenced in accordance with Section 1-8 of the Los Alamos County Code.

Sec. 18-68. - Sec. 18-69. – Reserved.

DIVISION 5. DEFINITIONS

Sec. 18-70. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

Abate means to act to stop an activity and/or to repair, replace, remove, or otherwise remedy a condition, when such activity or condition constitutes a violation of this Code or other county regulation, by such means and in such a manner and to such an extent as the applicable department director, Code Compliance Officer or Code Official, or other authorized official determines is necessary in the interest of the general health, safety, and welfare of the community. For the purposes of this chapter, the verbs “abate” and “correct” shall be interchangeable and have the same meaning.

Accessory Structure means a structure detached from and located on the same lot as a primary building, clearly incidental and subordinate to the primary building or use. Accessory structures include but are not limited to shade structures such as covered patios, gazebos, pergolas, ramadas, or similar roofed structures. A structure attached by wall or roof to the main building is not an accessory structure but is a part of the main building.

Anchored means secured, attached, or fastened in place firmly so as to be capable of resisting natural or artificial loads.

Building means a structure which is permanently affixed to the land, having one or more floors and a roof, being bounded by either open spaces or lot lines and which is used as a shelter or enclosure for persons, animals or property. This term shall be used synonymously with "structure" unless otherwise noted and shall be construed as if followed by the words "part or parts thereof."

Clean means free from litter, garbage, refuse, rodent harborage, pests, and other conditions that present hazards to human health.

Code means any portion of the Los Alamos County Municipal Code.

Code Official means the county official who is charged with the administration and enforcement of this Code, or any representative authorized by the County Manager.

Deterioration means the process of weakening, disintegrating, corroding, rusting or decaying and losing effectiveness.

Dwelling unit means one or more rooms designed for or used as a residence by one family and constituting a separate and independent housekeeping unit, with a single kitchen; it does not mean quarters for transients in a club, hotel, or motel.

Exterior property means the open space on the premises and on adjoining property under the control of owners or operators of such premises.

Extermination means the control and elimination of insects or rodents by eliminating their harborage, by removing or by making inaccessible materials that may serve as their food, and by poisoning, spraying, fumigating, trapping, or by any other recognized and legal insect or rodent control method approved by the Community Development Department that will not be injurious to human health.

Fire hazard means any physical item or act which increases or may cause an increase of the hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service of preventing, suppressing, or extinguishing fire, or which may obstruct, delay, or hinder or may become the cause of an obstruction, a delay, or a hindrance to the prevention, suppression, or extinguishment of fire or any other fire hazard defined in the Uniform Fire Code.

Garbage means human-made or human-used waste which, if deposited within the county other than in a garbage receptacle, tends to create a danger to public health, safety, or welfare. Garbage may include any litter, trash, refuse, confetti, debris, rubbish, excrement, urine, or any noxious or offensive matter.

In good repair means in a condition where the structure fulfills its intended use, is safe and functional, and meets all other code requirements.

Infestation means the presence, within or contiguous to, a structure or lot of insects, rodents, or other pests such kind or in such numbers as to create a potential health hazard or nuisance, as identified by rodent harborage and long-term habitation by or frequent presence of pests.

Inoperable vehicle means any vehicle, including a motorcycle, meeting at least three (3) of the following conditions existing for more than 30 consecutive days: (1) does not have current New Mexico state registration; (2) is extensively damaged (such damage including but not limited to any of the following: shattered or missing windows or windshield or missing wheels, tires, motor,

or transmission); (3) is not capable of travel under its own power in its existing mechanical condition; or (4) is on blocks or similar devices; or (5) is dismantled and not under active repair.

Imminent danger means a condition that could cause serious or life-threatening injury or death at any time.

Junk means new, used, or secondhand materials of any kind which is not presently being used and that is demolished, discarded, dismantled, or in such a condition as to be generally unusable and/or inoperable in its existing state for more than 30 consecutive days including but not limited to: scrap metal and alloys, rags, cloth, clothing, paper, rubber pieces, rope, tinfoil, tires, bottles, tools, fixtures, utensils, lumber, boxes, crates, pipe or pipe fittings, furniture, refrigerators, freezers and all other appliances, machinery, used motor vehicles or the parts thereof or therefrom, any apparatuses or contrivances and parts thereof which are no longer in use, any used building material, boards or other lumber, cement blocks, bricks, or other secondhand building material.

Notice of violation means a written statement, issued by a Code Compliance Officer or Code Official, which notifies a person that he or she is responsible for one or more violations of the Los Alamos County Municipal Code.

Noxious means physically harmful or injurious to human beings or domestic animals.

Occupant means any person living or sleeping in a building on the premise; or having possession of a space within a building.

Outdoor furniture means weather-resistant furniture that is designed and manufactured for outdoor use.

Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunction or inoperable household items, appliances, furnishings goods, products, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code and that are not awaiting assembly into an active construction project. Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children's play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.

Obstructive vegetation means any trees, plants, shrubs or vegetation or parts thereof which overhang any sidewalk or street and which are situated on the property, in the planting strip, or on the portion of the public right-of-way abutting thereon, in such manner as to obstruct or impair the free and full use of the sidewalk or right-of-way, including the interruption or interference with the clear vision of pedestrians or persons operating vehicles thereon, and including interference with traffic signs, poles, wires, pipes, fixtures or any other part of any public utility situated in the street.

Owner means any person, group of persons, firm, corporation, public agency or any other legal entity having legal chapter or equitable interest to the property subject to this article.

Pest means any organism that spreads disease, causes destruction, or may otherwise create a potential health hazard.

Person means any natural person, corporation, partnership, sole proprietorship, joint stock company, joint venture, private legal entity, or any federal, state, or local political subdivision or entity thereof.

Planting strip means the area of the right-of-way between the constructed curb or edge of the right-of-way and the adjoining property line, exclusive of any improved sidewalk or any established pedestrian path.

Publicly visible or public view means anything that can be seen by a person with normal vision from any sidewalk, or street.

Public Nuisance means a condition that is injurious to public health, safety, morals, or welfare or interferes with the exercise and enjoyment of public rights, including the right to use public property.

Premises means any building, lot, plot or parcel of land, easement or public way, or land or portion of land whether improved or unimproved, including adjacent sidewalks and planting strips.

Public right-of-way or right-of-way means all real property owned or held by the county, or by way of easement, or dedicated to the public and located within the county, and used or intended for use as a street, alley, sidewalk, public way, or easement for public or private utilities, whether developed or undeveloped.

Refuse means solid waste consisting of organic or nonorganic materials but shall not include human or animal body waste.

Rodent means a relatively small gnawing mammal that have in both jaws a single pair of incisors with a chisel-shaped edge.

Rodent harborage means any condition that provides shelter or protection for pests and rodents; thus, favoring their multiplication and continued existence leading to infestation in, under, or outside a structure or lot. Rodent harborage may be identified by one of more of the following signs: 1) the presence of live or dead rodents; 2) the presence of rodent nests made up of many kinds of materials, such as bits of paper, straw, rags, etc.; 3) rodent odor from rodent urine; 4) the presence of droppings; 5) evidence of gnawing; 6) rub marks or deposits of body oil and dirt from rodents found along frequently traveled routes as an indicator of habitual pathways; 7) the presence of runways or frequently traveled paths along floors, stairs, and shelves where droppings, rub marks, and stains from rodent urine are found; 8) the presence of burrows that consist of tunnels dug below ground and are used by rodents for nesting and as a path for travel.

Rodent proofing or rodent proof means permanent construction, alterations, repairs, devices, methods, or means to prevent the ingress of rodents into buildings or structures from the exterior or from one (1) building to another. "Rodent proofing" shall consist essentially of the closing, with materials or equipment impervious to rodent gnawing, of all openings in the exterior walls, ground or first floors, basements, roofs, sewers, and foundations which may be reached by rodents from the ground by climbing or by burrowing. As applied to buildings or structures, "rodent proofing" shall be interpreted to mean a continuous masonry foundation of the size and depth required by the Uniform Building Code and other requirements for a building of the same occupancy for clearances beneath wood joists, wall coverings adjacent to the top foundation, and the protection of roof and foundation openings, and such other methods and means as will provide an equivalent effect and are approved by the Building Official.

Sanitary means hygienic and lacking any condition in which an accumulation of filth, trash, or waste is present in such a manner as constitutes a health hazard.

Structure means anything constructed or built which requires location on or in the ground or is attached to something having a location on or in the ground. Underground storage tanks, patio slabs, paved areas, walks, tennis courts and similar facilities, the tops of which are not more than 30 inches above ground, are not structures.

Structurally sound means substantially free from flaw, defect, decay or deterioration to the extent that the building or structure or structural member is capable of adequately or safely accomplishing the purpose for which it was intended or designed.

Temporary storage means non-permanent, portable receptacle designed and used for the storage or shipment of household goods, wares, building material or merchandise, such as moving PODS or tents, or temporary storage activities that occur on a temporary basis for no more than 60 consecutive days at one time and is easy to remove.

Unsafe condition means a condition that includes, but is not be limited to, any premises or any portion thereof which, as the result of the accumulation or collection of litter, dilapidated structures, inoperable vehicles as defined herein or any other hazardous object or condition, that is or may be an attractive nuisance to children or a danger to the life, premises, occupants, or safety of the public and any unguarded well, cesspool, excavation pit or hole which by virtue of abandonment, dilapidation, or lack of maintenance is a hazard to the public.

Unsanitary condition means a condition that poses or may pose a threat, hazard, or nuisance to human health which may be evidenced by one or more of the following conditions: (1) fire or water damage; (2) infestation by rodents or other pests; (3) excessive amounts of litter or junk on the property; (4) abandoned pools or deposits of water that have been polluted; or (5) unclean animal enclosures.

Vegetative debris means dead and downed plant material, naturally expired or portions of a plant removed intentionally such as by trimming, resulting from trees, grasses, shrubs, and understory groundcover and not being used for mulch or sources of seeds for new growth.

Violation means an act or omission contrary to a regulation as defined in this Code. A violation continues to exist until abated to the satisfaction of the county, with each calendar day or portion thereof in which the violation continues constituting a separate violation.

Sec. 18-79. – Sec. 18-89. – Reserved.

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

ADOPTED this ____ day of _____ 2022.

INCORPORATED COUNTY OF LOS ALAMOS

**Randall T. Rytli,
Council Chair**

ATTEST:

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



LAC Chapter 18 Nuisance Code Update: Public Comment Matrix				
Topic	Applicable Section	Comment	Revision	Response
Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	Would either of you mind explaining how automotive maintenance falls under the tenets of the nuisance code? Requiring all work to be completed in a fenced area or a garage is a safety hazard for many residences in the county and regardless of that - this work does not fall under the premises outlined by the code itself. Is there a reason this new code section was added? Why does the county believe it has the authority to regulate what hobbies or maintenance are performed in a safe manner in driveways throughout the county?	<p>Revise language in Sec 18-38 Inoperable Vehicles to read “Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p><u>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident’s name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p><u>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way.”</u></p>	The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.



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Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	<p>Thanks for responding. No, I don't believe it's appropriate to include at all [in reference to comment above]. It's not a safety issue in any context and it is not the county's place to regulate what people are doing safely on their private property.</p> <p>The nebulous language included in basically every single section of the updated document makes it very easy to weaponize against a resident. This one is no exception, it was just one of the more egregious examples.</p> <p>I'm sure you're getting bombarded with emails but you can count me in with the group that's tired of literally everything to do with the nuisance code. It could be abolished entirely and the only change would be happier residents, less county cost, and less strife.</p> <p>Safety infractions are one thing. Pretending the county is an HOA with extremely poorly written rules is another.</p>	No revision	<p>The draft attempts to reduce nebulous language throughout, but public comments have revealed several sections that could continue to be improved; the project team is reevaluating the sections where the public has raised concerns and will provide an updated draft for review anticipated to be released in Fall 2022.</p> <p>Concerns regarding regulations geared toward safety and aesthetics have been raised on both sides; a desire for more aesthetic concerns like weeds or outdoor storage to be regulated as well as concerns that more aesthetic standards for requirements for screening of outdoor storage from public view being too onerous. Various communities draw the line differently, often those that contain more “aesthetic” regulations within their nuisance codes correlate to theories about property care & maintenance helping to reduce crime & violence. Direction from CDAB / Council is needed on the extent of more aesthetic regulations to include within the revised draft of this article.</p>
Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	<p>On July 25th, the final draft revision of the updated nuisance code was released for public comment. While there are certainly many questionable and concerning changes being proposed, I’d like to focus on Sec 18-38, particularly the “Alternative for Personal Auto and Hobby Repair,” quoted below:</p> <p>Alternative for Personal Auto and Hobby Repair¹⁶: Repair, maintenance, or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights-of-way.</p> <p>¹⁶: Alternative language that would be inserted to deal with Personal Auto and Hobby Repair if desired by the Community.</p> <p>While this section <i>may</i> only apply to inoperable vehicles referenced just above this particular paragraph, my naive reading interprets this as a blanket statement intended for any vehicle repair. For either reading, however, a significant issue is that many houses in the county do not have garages or “not readily visible” areas with which to work on vehicles. (By the way, how many pre-1980s garages can even fit a modern vehicle?) To assess the percentage of houses without garages, I took a Google Streetview tour of several streets throughout the county – what I believe to be a representative sample from various neighborhoods. The results are:</p>	See alternatives for revisions in comment 1 on page 1 above.	<p>The project team understands the concerns regarding the alternative language under the heading Alternative for Personal Auto and Hobby Repair on page 5 of the draft and appreciates the analysis provided. It was intended to apply only to automotive repair of inoperable vehicles being stored in public view while being repaired or restored over extended periods of time. A series of comments sharing your concerns are bringing to light that this language was not clear. The response above, on page 1, lists two potential alternatives on which the project team needs direction from CDAB and Council.</p>



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		<table><tr><th>Area</th><th>Sampled Street</th><th># houses in sample</th><th>% with garage</th></tr><tr><td>Barranca Mesa</td><td></td><td>31</td><td>97%</td></tr><tr><td></td><td>Totavi St.</td><td>31</td><td>97%</td></tr><tr><td>North Mesa</td><td></td><td>57</td><td>74%</td></tr><tr><td></td><td>Kristi Ln</td><td>25</td><td>100%</td></tr><tr><td></td><td>Seminole St</td><td>32</td><td>53%</td></tr><tr><td>North Community</td><td></td><td>46</td><td>52%</td></tr><tr><td></td><td>Woodland Rd</td><td>46</td><td>52%</td></tr><tr><td>Western Area</td><td></td><td>35</td><td>23%</td></tr><tr><td></td><td>41st St</td><td>27</td><td>15%</td></tr><tr><td></td><td>49th St</td><td>8</td><td>50%</td></tr><tr><td>Quemazon</td><td></td><td>52</td><td>100%</td></tr><tr><td></td><td>Quemazon Pl</td><td>52</td><td>100%</td></tr><tr><td>Eastern Area</td><td></td><td>45</td><td>47%</td></tr><tr><td></td><td>7th St</td><td>10</td><td>50%</td></tr><tr><td></td><td>Nambe Loop</td><td>19</td><td>37%</td></tr><tr><td></td><td>Quartz St</td><td>16</td><td>56%</td></tr><tr><td>Elk Ridge</td><td></td><td>23</td><td>0%</td></tr><tr><td></td><td>Royal Crest Ln</td><td>23</td><td>0%</td></tr><tr><td>Mirador</td><td></td><td>32</td><td>100%</td></tr><tr><td></td><td>Confianza St</td><td>32</td><td>100%</td></tr><tr><td>White Rock</td><td></td><td>70</td><td>77%</td></tr><tr><td></td><td>Azure Dr</td><td>21</td><td>100%</td></tr><tr><td></td><td>Hamlin Ct</td><td>15</td><td>73%</td></tr><tr><td></td><td>Isleta Dr</td><td>19</td><td>42%</td></tr><tr><td></td><td>Yosemite Dr</td><td>15</td><td>93%</td></tr></table> <p>What can we learn from this brief analysis? While some newer (more expensive) developments have garages as a standard feature, there are many communities where garages are not as plentiful. The Western Area, Eastern Area, and portions of White Rock have garages at less than 50% of the sampled houses. And while I oppose this code update, I tried not to let bias influence my sample methodology. Are homeowners in these communities meant to just never work on their cars? As a relatively new homeowner without a garage, can I never change my own headlight or swap out brake pads on my driveway? It seems to me that, particularly with the makeup of houses in our community, this proposed rule overreaches and punishes those who weren't able to afford (or just weren't lucky enough to get) a house with a garage. Suddenly, home auto repair is reserved for the haves and taken away from the have-nots. As an old mentor once said, "Life is more expensive the less affluent you are. Frugality is often a luxury." The spirit of repairing your own car lies in frugality – it is a way to save money and help make ends meet. Look again at the communities with low numbers of garages... Is this fair?</p>	Area	Sampled Street	# houses in sample	% with garage	Barranca Mesa		31	97%		Totavi St.	31	97%	North Mesa		57	74%		Kristi Ln	25	100%		Seminole St	32	53%	North Community		46	52%		Woodland Rd	46	52%	Western Area		35	23%		41st St	27	15%		49th St	8	50%	Quemazon		52	100%		Quemazon Pl	52	100%	Eastern Area		45	47%		7th St	10	50%		Nambe Loop	19	37%		Quartz St	16	56%	Elk Ridge		23	0%		Royal Crest Ln	23	0%	Mirador		32	100%		Confianza St	32	100%	White Rock		70	77%		Azure Dr	21	100%		Hamlin Ct	15	73%		Isleta Dr	19	42%		Yosemite Dr	15	93%		
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		<p>Of course, this proposed rule is slightly more insidious. How much will my home's value drop because driveway auto repairs would be illegal? When my house received its assessor's report last year, the value of a garage was listed at \$10k. A workshop was \$5k. I accepted and agreed with that difference. If this ruling takes effect, it will drop my property's value even more. I would not have bought this house. The rule will reduce the supply of willing buyers for properties like mine – every potential gear head would see it as a red flag. (Conversely, newer houses with garages will see their values only increase.)</p> <p>I certainly hope that footnote 16 is true, and that the community expresses a desire to enable those without garages to make repairs to their vehicles.</p> <p>According to the press release, "Members of the public may review and email additional comments by August 23 to Jessica Lawlis at JessicaL@dpsdesign.org or Sobia Sayeda at Sobia.Sayeda@lacnm.us. CDD staff will also present the final draft to the Los Alamos County Community Development Advisory Board (CDAB) on August 15." I encourage all readers to submit their thoughts on this matter.</p> <p>The press release may be found at: https://www.lacchp18update.org/post/draft-chapter-18-nuisance-code-update-available-for-review</p>		
Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	<p>I am writing in regards to the draft nuisance code: Sec 18-38, particularly the "Alternative for Personal Auto and Hobby Repair," quoted below: Alternative for Personal Auto and Hobby Repair16: Repair, maintenance, or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights-of-way. 16: Alternative language that would be inserted to deal with Personal Auto and Hobby Repair if desired by the Community. Although I understand not wanting cars on blocks in front yards, it would be impossible for me to change the oil, rotate my tires or any of the other minor repairs I regularly do. Please reconsider the wording to allow eliminate the "cars on blocks" issue while allowing us to work on our vehicles in the driveway. Perhaps a time limit?</p>	See proposed revision in comment 1 on page 1 above.	The alternative language under the heading Alternative for Personal Auto and Hobby Repair on page 5 of the draft was intended to apply only to automotive repair of inoperable vehicles being stored in public view while being repaired or restored over extended periods of time. A series of comments sharing your concerns are bringing to light that this language was not clear. The response above, on page 1, lists two potential alternatives on which the project team needs direction from CDAB and Council. This language provides exceptions to the routine or minor vehicle maintenance and repairs and provides time limits for hobby restoration activities.
Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	<p>I do appreciate the clarification and fast response. I also recognize that you all have what's probably a thankless job and deal with a lot of cranky people. Thank you for putting the work in.</p> <p>I believe the main thrust of my argument stands, and I still oppose that section of the code. I understand what it's trying to do... but I think what it's trying to do is more aligned with an HOA rather than county code. It's totally fine for a planned community to set up rules before everything is built out (particularly if rules relate to garages, which a planned community might dictate all houses have) <i>because everyone knows what they're getting into when they buy into an HOA</i>. Creating these sorts of rules when half the structures in this town are from the 1950s seems to somehow go beyond what's right.</p> <p>Even with your clarification, there are conflicts in the language and additional concerns. The main body of Sec 18-38 states that "Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape,</p>	See proposed revision in comment 1 on page 1 above.	The proposed revisions above to provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.



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		or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle." Presumably, my lot would qualify for one inoperable vehicle being stored on the driveway. Can I work on said vehicle? The Personal Auto Repair section is pretty explicit that I can't. So I can store an inoperable vehicle but never work on it. Cool.		
Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	I just read about the county nuisance code and I didn't know there was a survey until now. I have a classic car in my driveway which I consider one my most valuable possessions and the classic car hobby adds a lot to my happiness and well being. I have it under a car cover and I hope to get it back on the road in the near future. I had to sell my parts car a few years ago because I was harrassed by the code officer and I'm not very happy about stricter code enforcement. I believe there's a state ordinance protecting the classic car hobbyists. So what can I do to keep my car and not get harassed about it by Los Alamos county?	See proposed revision in comment 1 on page 1 above.	NMSA 1878 Article 11 Vehicles of Historic and Special Significance does address classic cars. Section 66-11-3 Storage provisions states "A collector may store motor vehicles or parts thereof on his private property provided such vehicles and parts cars, and the outdoor storage areas, are maintained in such a manner that they do not constitute a health, safety or fire hazard and are effectively screened from ordinary public view by means of a solid fence, trees, shrubbery or other appropriate means. Such storage areas shall be kept free of weeds, trash and other objectional [objectionable] items." The language included within the draft is consistent with State Statutes. The response above, on page 1, lists two potential alternatives on which the project team needs direction from CDAB and Council. This language provides exceptions to the routine or minor vehicle maintenance and repairs and provides time limits for hobby restoration activities.
Definitions - Inoperable Vehicles	DIVISION 5. DEFINITIONS	<p>There are also issues with the definition of inoperable. As stated, the definition is three of the following:</p> <p>(a) does not have current state registration; (b) is extensively damaged, (such damage including but not limited to any of the following: broken windows or windshield, or missing wheels, tires, motor, or transmission); (c) ils not capable of travel under its own power in its existing mechanical condition; or (d) is on blocks or similar devices; (e) is partially or wholly dismantled.</p> <p>Does a broken windshield mean a cracked windshield? If so, then 80% of the vehicles trying to be sold in the town's Lemon Lot are extensively damaged. This criterion should probably be modified to "Shattered windshield" Furthermore, what does partially dismantled mean? A single bolt taken out of the engine block? Probably not... but then what percentage of a car needs to be taken apart to constitute partially dismantled (or even wholly dismantled)?</p> <p>For context, one of our two cars died last week - a 2002 Jeep Liberty with 230,000 miles on it. It's sitting on my driveway. Though I've decided to junk it this weekend, I had considered rebuilding the engine because it's pretty much impossible to buy a new car these days. I don't have the money to pay over MSRP, or above KBB values that everyone is demanding these days. To rebuild the engine (including sourcing parts) would probably take over 30 days (3-4 weekends for me). It's got a cracked windshield. It's partially dismantled (I was troubleshooting under the hood), and it's on two jack stands. In three weeks, I would not be compliant under the proposed code.</p> <p>These semantics are important. Even disregarding these specifics, though, the proposed code drastically overreaches what I feel I ought to be able to do on private property. Clearly an inoperable car is not a health and safety issue if I'm</p>	Revise Inoperable Vehicle definition to read "Inoperable vehicles means any vehicle, <u>including motorcycles</u> , meeting at least three (3) of the following conditions existing for more than 30 consecutive days: (a) does not have current state registration; (b) is extensively damaged (such damage including but not limited to any of the following: broken <u>shattered or missing</u> windows or windshield or missing wheels, tires, motor, or transmission); (c) is not capable of travel under its own power in its existing mechanical condition; or (d) is on blocks or similar devices; <u>or</u> (e) is partially or wholly dismantled <u>and not under active repair</u> ."	The definition of inoperable vehicles has been revised to address concerns.



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		allowed 1 in front of the house or 3 in the backyard. It's purely an aesthetics thing, but with half the town being 70 years old, this town is never going to look like a wealthy midwestern gated community. Don't pretend like it will. I truly hope you're taking these comments to heart, and channel the critiques into a better and more effective nuisance code.		
Outdoor Storage	Sec 18-34 Outdoor storage	I haven't been following the Chapter 18 update very closely. (Chapter 16 more than enough to give me a headache...). I was reading through the draft today and wanted to make sure the sections on outdoor storage won't cause any issues with the two Metzger's stores. As you know, we receive a lot of seasonal products by the truck load. From spring through late summer, that is typically lawn and garden mulches, dirt, etc that is stored outside on Deacon Street, with the overflow in the 15 th Street side of the Los Alamos store, and the north and rear of the White Rock store. In the fall and winter months, this is replaced by ice melts and heating pellets. I saw some language in the automotive section that might be applicable if tweaked: "This section shall not apply in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure" I may be overthinking this, but I wanted to make sure we don't do anything that would have an adverse effect on our business. We're already very constrained and don't have any good options that I can think of. Please let me know if it would be a good idea to get together and discuss this.	No revision	Section 18-34 Outdoor Storage contains standards that are primarily geared toward residential uses. The following language points non-residential uses back to the Chapter 16 Development Code "Outdoor storage in non-residential zoning districts shall be screened from view in accordance with requirements of Chapter 16 or conditions of a Conditional Use Permit or as otherwise required by law[1]. All required screening shall be maintained in good repair." It might be worth taking another look at those standards to ensure you don't have any concerns, see the language in Section 4-4(E)(III) of the draft of the Development Code (https://losalamosconnect.org/wp-content/uploads/2022/07/LAC-Chp-16-Development-Code-M3-DRAFT-July-2022-rev.pdf). The language reference is contained in section 18-38 Inoperable or abandoned vehicles and was intended to ensure that salvage yards and other licensed business can continue to operate as permitted within the applicable zoning district or through other obtained permits that permit the use. It doesn't refer to outdoor storage.
General		I just read the draft of the updated nuisance code and I agree with it. It is a very good code. I may have missed it, but is there a way to anonymously report code violations to the county code enforcement? Also, will there be code enforcement proactively monitoring residential areas for code violations? I can see that this nuisance code has taken a lot of work, investment, and time to produce. I really hope it is enforced.	No revision	Section 18-73 covers administration and enforcement, the current practice that is carried forward in the draft is a hybrid enforcement approach that operates through a combination of active patrols and inspections based on violations reported by the community.
		Here's a contradiction. Is it the intent to reinstate "weeds" in the ordinance as a problem? The introductory materials mention weeds. As you know, violations due to "weeds" have created much resentment and anger in the community in the past few years. Or is it the intent to focus on the real problem, of "vegetation" that obstructs sidewalks, roadways, and line-of-sight for people using sidewalks and roadways? The latter focus would be much preferable. Here's why I ask. The introductory materials in the press release and on the County web site, linked on the announcement on the Los Alamos County Facebook page, specifically mention "weeds". "The nuisance code specifically addresses weeds , outdoor storage, dilapidation, refuse and rubbish, and other threats to public health, safety, and welfare on private property." https://www.losalamosnm.us/news/draft_updates_to_nuisance_code_released		The existing language of the Nuisance Article, specifically section 18-42, refers to weeds. The term "weed" and the appropriate enforcement thereof has created much debate within the community. The current draft utilizes vegetation rather than weeds and focuses County enforcement efforts on obstructive vegetation in areas that create public health and safety concerns, i.e. those overhanging sidewalks, public right-of-ways and required clear sight triangles. The project website was established prior to this change. We understand the concerns about this change in verbiage being confusing. The project team can update the website to include clarifying language to relay this change in verbiage.



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		<p>"The Chapter 18 Update will revise Los Alamos Code of Ordinance Chapter 18 Environment Article II Nuisances. This section addresses weeds, outdoor storage, dilapidation, refuse and rubbish, and other threats to public health, safety, and welfare occurring on private property."</p> <p>https://www.lacchp18update.org/</p> <p>and</p> <p>"The nuisance code specifically addresses weeds, outdoor storage, dilapidation, refuse and rubbish, and other threats to public health, safety, and welfare on private property. This project is the first comprehensive update to this section within the Los Alamos Code of Ordinance Chapter 18 Environment Article II."</p> <p>https://www.lacchp18update.org/post/draft-chapter-18-nuisance-code-update-available-for-review</p> <p>However, it appears that the word "weeds" has been removed from the most recent draft update of the ordinance, although the word "weeds" can be found in the redlined section of the redlined earlier version.</p> <p>https://www.lacchp18update.org/files/ugd/0fefb3_c2ba8c39babd4129a25e7db1cc1cd2f5.pdf</p> <p>I would like to see an explanation of this contradiction from the people responsible for this information, or correction of it in the introductory materials on the County Web Site. Is the intent to continue the practice of considering "weeds" a violation, or is it the intent to change the focus to "vegetation" that obstructs sidewalks, roadways, and line of sight?</p>		
Storage of Recreational Vehicles / Trailers	Sec 18-34 Outdoor storage	<p>The new draft Chapter 18 Code adjustments seems to suggest that residents would no longer be allowed to park their trailers in their driveways or in their side yards if the trailer (or towable camper) were taller than the fence (limited to 6 feet per the building code). This would essentially prohibit towable RV ownership in Los Alamos county. Could you please comment on/clarify the intention of this new ordinance?</p> <p>From the draft below: • Outdoor storage or accumulation of items in residential zoning districts consisting of but not limited to junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. • Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of</p>	<p>Revise outdoor storage language to read "Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties.</u> The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture,</u></p>	<p>The project team understands the concerns about trailers being grouped into outdoor storage requirements. The definition of outdoor storage was revised to remove the term trailers. CDAB / Council direction is needed to determine if standards for parking of trailers needs to be incorporated into the draft.</p> <p>Storage of recreational vehicles is addressed in the updated Chapter 16 Development Code Use Specific Standards Section 3-2(D)(XI). This section provides for the storage of trailers in residential areas, stating:</p> <p>1. Parking of Recreational Vehicle, Boat, and/or Recreational Trailer shall occur in one of the following areas:</p> <p>A. Inside an enclosed Accessory Structure.</p> <p>B. Outside in a side or rear yard.</p> <p>2. A Recreational Vehicle, Boat, and/or Recreational Trailer Recreation equipment shall not be parked or stored in front yards except for periods for loading or unloading purposes provided it does not exceed 10 days at a time; except if the lot, because of topography or shape, and the structures located on the lot, cannot reasonably accommodate the location of recreation equipment in areas other than the front yard. In those instances, the recreational vehicle shall be kept in reasonable, operable condition and repair and parked at least 11 feet from the face of the curb.</p>



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		the premises or property under Chapter 16 Development Code.	<p><u>grills and outdoor cooking equipment, sport, game and leisure equipment, children’s play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County.”</u></p> <p>Revise outdoor storage definition to read “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children’s play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.”</u></p>	<p>3. No part of any recreational vehicle or equipment may extend over any public sidewalk or into any required clear sight triangle.</p> <p>4. No parked vehicle or equipment may be used for dwelling purposes, except one recreational vehicle may be used for dwelling purposes for a maximum of 30 days in any calendar year on any lot if used by house guests of the resident(s) of the premises, provided that no money is received by the resident(s) of the site for this privilege or as a temporary dwelling during the construction of a single-family or two-family dwelling, through the issuance of a Temporary Use Permit, pursuant to Section 5-3(A)(XI).</p>
General		Could I get a copy of the Chapter 18 rewrite that is just the straight, newly proposed text? No strike through or changing color or etc. I think I could review it better, and I can refer back to the version posted if I want to see what the new text replaces.		A clean version of the Chapter 18 draft is available online here: https://www.lacchp18update.org/files/ugd/0fefb3_c2ba8c39babd4129a25e7db1cc1cd2f5.pdf
General		<p>Hi, I have some concerns about the nuisance code. Overall it seems to align with the responses to the public survey, though the public survey was not written in a very neutral way. For example, the survey didn't distinguish between items that are unsafe to the public or unsafe to people on the private property. It seems to me that items of private safety might be better included in the building codes, as those things are of no nuisance to the public.</p> <p>For an example of the bias of the survey, it asked if well-maintained properties could include fairly positive things (like fences in good repair) but did not ask if they could include the opposite (potentially negative thing like fences in poor repair,) which implies that there is wide support for the positive things but had no option for those of us who don't prioritize the potential negatives. Then the code was written as if those positives were very important. Even the survey results' summaries are written with a particular slant.</p>		
Garbage receptacle storage	Sec 18-32 Accumulation of litter, garbage, and refuse	Of specific concern to me personally are two items in the draft. One is about trash cans only being able to be taken to the curb on trash day. Now, I live on Walnut Street. Almost all houses in my neighborhood are either steeply uphill or downhill from the street. Most people store their trash cans on the yard side of the sidewalk - so not technically at the curb, but certainly close to public spaces. Is this going to be a problem? If it is, what considerations will be made for	Revise language to read “All exterior property and premises, whether improved or vacant, shall be free from any accumulation of litter, garbage, refuse, or vegetative debris which causes or creates a fire, health, safety, or welfare hazard, except in approved receptacles for collection. Every property owner or occupant shall dispose of all litter, garbage, refuse, or vegetative debris in a clean	Los Alamos Code of Ordinances Sec. 32-7 Placement and maintenance of containers within the Solid Waste Management Chapter states “(c) Roll-carts are to be removed from streets and sidewalks and neatly stowed by the end of the day of collection and set out for collection no earlier than 5:00 p.m. the day prior to scheduled collection.”



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		ADA accommodations? Many people are not able to pull a full trash can up or down hill on a regular basis.	and sanitary manner by placing such materials in approved receptacles for collection, or by taking it to an approved disposal facility. Dumpsters and similar large receptacles shall be shielded from the public view per the requirements outlined in Section 16-4-4(E)(IV) of the Development Code. Compost piles shall be screened from public view and shall be kept covered, except while turning to ensure contents are not windblown. All other such receptacles shall be kept in orderly manner and may only be moved to the curb <u>no earlier than 5:00 pm the day prior to the day of collection as determined by the collections schedule set forth by the County.</u> "	Trash cans stowed neatly on the yard side of the sidewalk would not be in violation of this language or the proposed language within the draft. The proposed language will be revised to match the existing language with Chapter 32 regarding timeframes the receptacles may be set out at the curb.
Public View	Division 5: Definitions	Second, this definition: "Publicly visible or public view means anything that can be seen by a person with normal vision from any sidewalk, street, alley, or other public place, or from any building situated on an adjoining property." Now, my neighbors both live in multi-story houses. They could see into my back yard even if it had a 10' cinderblock wall. Does this mean I have no place I can do the things prohibited from public view in the code? I can't imagine this is what is meant by the code, but it is absolutely what it says. There are many other examples of vague wording in the code, which I am sure are being pointed out to you by other people. Given the strictness with which the nuisance code has been enforced in the past, I am very worried about the vagaries and how they can be used to harass and punish Los Alamos residents. Please reconsider this draft and improve it.	Revise publicly visible definition to read "Publicly visible or public view means anything that can be seen by a person with normal vision from any sidewalk, <u>or street, alley, or other public place, or from any building situated on an adjoining property.</u> "	
General		I've done one scan of Chapter 18 and want to send some thoughts, concerns and questions. I guess this is a head's up for issues I may raise at the August 15 CDAB meeting. Start out with the positive: * Thank you for all your hard work on what I think is very much improved text and organization for Chapter 18. I especially liked: ** Definition section ** Sec. 18-31, Obstructive Vegetation and avoidance of the term weeds ** How you dealt with fire hazard between Sec. 18-32 and the definitions for vegetative debris and fire hazard	No revision necessary	
Grammatical, typographical and other errors		Step next into language concerns: I realize this is a draft document but the number of grammatical, typographical and other errors and inconsistencies is concerning as it points to a lack of attention to detail. When I see these errors it makes me dubious about the quality of the larger effort. Just saying... ** Inconsistent use of serial commas. Pick a style and stick with it. Otherwise, its absence/presence can impart unintended meaning to a sentence or clause. And that seems important in a legal document.		The draft underwent additional proofing to fix grammatical and typographical errors and comma use made consistent.
Grammatical, typographical	Sec 18-2 Scope	** Sec 18-2 "... clean, safe, and sanity conditions..." Should be "sanitary"	Revise language to read "The provisions of this Article shall govern the responsibilities of a person for maintenance of all residential and	



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and other errors			nonresidential structures, premises, and property within the county. Property, structures, and premises shall be maintained in a clean, safe, and sanitary sanity condition and shall not cause or create a health, safety, or welfare hazard”	
Cross-References	Sec 18-30 Sidewalks and Driveways and Sec 18-31 Obstructive Vegetation	** Sec 18-30 vs. Sec 18-31 -- the code reference for "clear sight triangle" is footnoted for an update in one section and specified in the next. Why the inconsistency?	Revise language to read “Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-4-2(C)(IV) of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code.”	
Grammatical, typographical and other errors	Sec. 18-34 Outdoor Storage	** Sec 18-34 -- That first sentence should be broken up because it is a bear to read, and the inclusion of the comma after "by this Code" makes the final clause non-restrictive. Proposed alternate wording: Outdoor storage or accumulation of items in residential zoning districts shall be prohibited within any yard, unenclosed porch, carport [etc] unless otherwise allowed by this Code. Such items consist of but are not limited to junk, building or construction materials [etc. etc.]		The draft underwent additional proofing and the language revised to fix grammatical and typographical errors.
Grammatical, typographical and other errors	Sec. 18-35 Movable or temporary storage structures	** Sec 18-34 -- First paragraph atop Page 4 ends in an incomplete sentence	<u>Sec 18-35</u> Movable or temporary storage structures	Revised formatting to make Movable or temporary storage structures a header “ <u>Sec 18-35</u> Movable or temporary storage structures”
Grammatical, typographical and other errors	Sec. 18-35 Rodent Harborage	** Sec 18-35 -- Last sentence replace "which" with "that"	Revise language to read “All buildings, structures or lots shall be kept free from rodent harborage and infestation, as defined in this Chapter. It shall be unlawful for any person to place, leave, dump, or permit to accumulate any water, garbage, rubbish, or trash in any structure or premises so that the same may afford food or harborage for rodents or pests. When any structure or premises is so infested or subject to infestation, the property owner or occupant shall be responsible for the prompt extermination by processes <u>that</u> which will not be injurious to human health”	
Grammatical, typographical and other	Sec 18-73 and Sec 18-75	** Sec 18-73 and Sec 18-75 contain much the same information and I am not sure if it's supposed to be one or the other or if 18-75 is intended to amplify 18-73 or what.	Revise language to read “(c) If the Code Compliance Officer or Code Official determines that a violation of this Article is occurring on a property, the Code Compliance Officer or Code Official may issue a	



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errors			written Courtesy Letter pursuant to Sec 18-75 to the owner of record as identified in the records of the County Tax Assessor and the property address in violation, if different from the owner of record, requesting the violation be voluntarily abated the nuisance within 14 day of the receipt of the Courtesy Letter. (f) If upon re-inspection the Code Compliance Officer or Code Official finds the violation has not been abated, a Notice of Violation may be issued to the owner of record as identified in the records of the County Tax Assessor and the property address in violation, if different from the owner of record, pursuant to Sec 18-75."	
Grammatical, typographical and other errors	Sec 18-73 (c)	** Sec 18-73 (c) has some problems toward the end of the sentence. Likewise 18-73 (h), first sentence.	Revise language to read "(c) If the Code Compliance Officer or Code Official determines that a violation of this Article is occurring on a property, the Code Compliance Officer or Code Official may issue a written Courtesy Letter pursuant to Sec 18-75 to the owner of record as identified in the records of the County Tax Assessor and the property address in violation, if different from the owner of record, requesting the violation be voluntarily abated the nuisance within 14 day of the receipt of the Courtesy Letter. (h) If the required abatement will require a longer abatement period, the property, the owner of record may submit a request for an extended abatement timeframe to the Community Development Director. The request shall contain the property location, the violation, and proposed abatement measures, and the proposed timeframe required to adequately abate the violation."	
Grammatical, typographical and other errors	After 18-74 comes Sec 18-1	** After 18-74 comes Sec 18-1, Abatement and Lien. Incorrect numbering?		The section numbering throughout the draft has been revised.
Grammatical, typographical and other errors	Sec 18-75	** Sec 18-75 (a) -- "violation orders" should be plural (singular "order")	Revise language to read "A Code Compliance Officer or Code Official shall issue all necessary notices or violation orders to ensure compliance with this Article."	
Grammatical, typographical and other errors	Division 5. Definitions	** Definitions, Deterioration -- the definition includes a string of verbs whereas Deterioration is a noun.	Revise language to read "Deterioration means the process of to weakening, disintegrating disintegrate, corroding corrode, rusting or decaying and losing lose effectiveness."	
Grammatical, typographical and other errors	Division 5. Definitions	** Definitions, Exterior property -- insert "means"	Revise language to read "Exterior property <u>means</u> the open space on the premises and on adjoining property under the control of owners or operators of such premises."	
Sidewalks and	Sec 18-30	And finally philosophical concerns and issues	Revise language to read "Sidewalks, walkways, stairs, driveways,	The language was revised to remove maintenance obligation of the



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driveways		** Sec 18-30 -- Are the pedestrian sidewalks in front of residences the property owner's or the County's responsibility? Seems like the County does all the repairs on them. So, does this distinction of what sidewalks we mean for the owner or occupant's responsibility need to be clarified?	parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-4-2(C)(IV) of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code."	sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.
Sidewalks and driveways	Sec 18-30	** Sec 18-30 -- Does "maintenance of a constant grade" imply no terracing?	Revise language to read "Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-4-2(C)(IV) of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code."	Removed constant grade language since sidewalks typically include acceptable running slopes and cross slopes to facilitate proper drainage. Terracing of private properties would not be regulated by this section.
Obstructive vegetation	Sec 18-31 Obstructive vegetation	** Sec 18-31 -- "...destroy, remove or trim ..." comes across as aggressive. Can we put "destroy" last in the series? "Trim, remove, or destroy" seems like a more natural, graded approach. And – is there a difference between remove and destroy? Would just saying "remove" do the trick?	Revise language to read "The owner or occupant of any property shall destroy, remove or trim <u>or remove</u> all trees, plants, shrubs or vegetation, or any parts thereof, which overhang or extrude into any abutting sidewalk, public right-of-way, planting strip, clear sight triangle per Section 16-4-2(C)(IV) or adjacent property in such manner as to obstruct or impair the free and full use of the sidewalk or street, including the interruption or interference with the clear vision of pedestrians, bicycles, or persons operating vehicles thereon, and including interference with traffic signs, poles, wires, pipes, fixtures or any other part of any public utility situated in the street or public rights of way. Vegetation shall be removed or trimmed <u>or removed</u> to maintain a minimum clearance of 7 6 feet overhanging sidewalk height and 14 feet overhanging street height."	The language has been revised to read less aggressively.
Obstructive vegetation	Sec 18-31 Obstructive	** Sec 18-31 -- Is trimming overhanging trees to a minimum clearance of 6 feet sufficient? Fifteen percent of the American population is taller than 6 feet. Maybe	Revise Language to read "The owner or occupant of any property shall destroy, remove or trim <u>or remove</u> all trees, plants, shrubs or	The clearance of 6 ft was selected to match the Sight Visibility Triangle language within the Chapter 16 Development Code Section 4-2(C)(IV).



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	vegetation	7-foot clearance?	vegetation, or any parts thereof, which overhang or extrude into any abutting sidewalk, public right-of-way, planting strip, clear sight triangle per Section 16-4-2(C)(IV) or adjacent property in such manner as to obstruct or impair the free and full use of the sidewalk or street, including the interruption or interference with the clear vision of pedestrians, bicycles, or persons operating vehicles thereon, and including interference with traffic signs, poles, wires, pipes, fixtures or any other part of any public utility situated in the street or public rights of way. Vegetation shall be removed or trimmed <u>or removed</u> to maintain a minimum clearance of 76 feet overhanging sidewalk height and 14 feet overhanging street height."	Language revised to 7 ft.
Outdoor Storage	Sec 18-34 Outdoor Storage	<p>** Sec 18-34, Outdoor storage -- This is going to be a challenging one, especially given the recommendation CDAB passed (perhaps without sufficient thought) at our last meeting. Nothing in here points to public health or safety, so I assume we are now into the realm of public welfare, which has maybe become our catch-all for aesthetics. We need to find some way to thread this needle.</p> <p>The definition for "Junk" is pretty specific and inclusive, so maybe it's sufficient to use that versus delineate all the possible items in this section.</p> <p>The definition for Outdoor storage includes a 30-day window, and it might be advisable to include this in Sec 18-34 as it provides some cushion for people sorting through materials or dealing with a household project or etc.</p> <p>I expect y'all saw the letter to the editor from the guy who did an informal survey of the availability of garages in different neighborhoods.</p> <p>CDAB's recommendation approved last meeting includes giving consideration to properties without garages when evaluating materials stored outside.</p>	<p>Revise outdoor storage language to read "Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property</u> shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall <u>be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties.</u> The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children's play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County."</u></p> <p>Revise outdoor storage definition to read "Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not</p>	



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			allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children’s play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.</u>	
Rodent Harborage	Sec 18-35 Rodent Harborage Division 5 Definitions	<p>** Sec 18-35, Rodent Harborage -- another potentially problematic section. This section includes the term "pests," but it does not appear in the definitions so we don't know what is included.</p> <p>The definition for Rodent Harborage is problematic because "any condition which [sic] provides shelter or protection for insects and rodents could be any lawn, shrub, tree. etc. It seems that Infestation should be the concern and not harborage per se. Maybe modifying the definition for harborage "that favors multiplication and continued existence leading to infestation" -- as in, make infestation part of the harborage concern/definition.</p> <p>A large majority of properties in LA have gophers, and likely always will. I run a constant battle exterminating gophers. I can keep them under control, but I can't eliminate them.</p> <p>The “signs” of rodent harborage all have to do with rodents and not insects, so do we want to include insects in the definition?</p> <p>Including “vermin” in the definition for infestation invites the question of which vermin, which can range from fleas to coyotes, according to the dictionary definition. Do we mean all such animals and insects, or do we want to be more specific? Likewise the term “pests.” Not specifying things leaves it subjective.</p>	<p>Add definition of pest “<u>Pest means any organism that spreads disease, causes destruction, or may otherwise create a potential health hazard.</u>”</p> <p>Revise language to read “Rodent harborage means any condition that which provides shelter or protection for pests insects and rodents; thus, favoring their multiplication and continued existence <u>leading to infestation</u> in, under, or outside a structure or lot. Rodent harborage may be identified by one of more of the following signs: 1) the presence of live or dead rodents; 2) the presence of rodent nests made up of many kinds of materials, such as bits of paper, straw, rags, etc.; 3) rodent odor from rodent urine; 4) the presence of droppings; 5) evidence of gnawing; 6) rub marks or deposits of body oil and dirt from rodents found along frequently traveled routes as an indicator of habitual pathways; 7) the presence of runways or frequently traveled paths along floors, stairs, and shelves where droppings, rub marks, and stains from rodent urine are found; 8) the presence of burrows that consist of tunnels dug below ground and are used by rodents for nesting and as a path for travel.</p> <p>Revise infestation definition to read “Infestation means the presence, within or contiguous to, a structure or lot of insects, rodents rats, vermin, or other pests such kind or in such numbers as to create a potential health hazard or nuisance, as identified by <u>rodent harborage and long-term habitation by or frequent presence of pests. rodent sightings or sounds, rodent pathways, signs of chewing, rodent holes, nests, droppings, carcasses, or other evidence.</u>”</p>	
Inoperable Vehicles	Sec 18-38 Inoperable Vehicles	<p>** Sec 18-38 — This one also seems problematic in that it’s all about aesthetics (aka public welfare). There are no health or safety concerns cited. There will be at least some members of CDAB opposed, and there’s already been a letter from one member of the public with some relevant comments.</p> <p>I’m still wondering about some process by which the auto owner who wants to keep an inoperable vehicle in the driveway/front yard for a restoration project has to register it as a long-term auto project with the County (permit?) and has to revisit it annually. If the condition remains unchanged after some period of time (3 years?) has to get rid of it or find alternate storage space. Just a thought.</p>	Revise language in Sec 18-38 Inoperable Vehicles to read “Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored	The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.



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		Alternative for hobby repair —.Why shouldn't a person be able to work on their vehicle in their driveway? Even if they're engaged in a months-long restoration? I understand the intent to not have a yard full of junkers, but this seems restrictive beyond that.	<p>in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p>This section shall not apply <u>to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</p>	
Administration and enforcement procedures	Sec 18-73 Administration and enforcement procedures	** Sec 18-73 (c) — Should there be some language allowing for a shorter response time for urgent health/safety conditions?	Revise language to read "(c) If the Code Compliance Officer or Code Official determines that a violation of this Article is occurring on a property, the Code Compliance Officer or Code Official may issue a written Courtesy Letter pursuant to Sec 18-75 to the owner of record as identified in the records of the County Tax Assessor and the property address in violation, if different from the owner of record, requesting the violation be voluntarily abated the nuisance within 14 day of the receipt of the Courtesy Letter. <u>The County may take action to abate a public nuisance that presents imminent danger to the health, safety, and welfare of the public per Section 18-71(g)".</u>	<p>Sec 18-71(g) states "Nothing in this Article however shall in any way limit or prevent the County from taking any legal or equitable actions necessary to abate a public nuisance, taking immediate measures to prevent the imminent harm to or loss of life or property, or abating conditions that present an imminent danger to the health, safety, and welfare of the public."</p> <p>Revise language in 18-73(c) to provide a reference to 18-71(g)</p>



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Administration and enforcement procedures	Sec 18-73 Administration and enforcement procedures	** Sec 18-73 (h) — Alternate timeframes can be worked out with the enforcement officer, can't they? Engaging the CDD director in this seems overly burdensome, given the responsibilities of that position.	Revise language to read "(h) If the required abatement will require a longer abatement <u>period</u> , the property , the owner of record may submit a request for an extended abatement timeframe to the Community Development Director <u>or their designee</u> . The request shall contain the property location, the violation, and proposed abatement measures, and the proposed timeframe required to adequately abate the violation."	
Notice	Sec 18-75 Notice	** Sec 18-75 — Referencing the date and time of the next CDAB meeting is fine, but what's the reasoning for that? CDAB is not in an ombudsman role, so what do we expect the property owner who has received a letter or notice to do with CDAB? Just wondering regarding the intent.	Revise language to read "iv. <u>The contact person for the appropriate Code Compliance Officer or Code Official with whom to obtain more information.</u> The date and time of the next Community Development Advisory Board Meeting. "	The existing Code language in Section 18-36 Notice requires that the date and time of the CDAB meeting be included in the notice. Upon direction from CDAB and Council, this language was struck and replaced with a contact person for obtaining more information.
Administration and enforcement procedures	Sec 18-75 Notice	** Sec 18-75(c) — Add to first sentence after opening clause language about alternate timeline? Something like "... and the property owner has not established with CDD an alternate timeline and defined path to abatement of the violation ..."	Revise language to read "In the event that re-inspection of the property after the 14-day period finds that violation was not abated <u>and no alternative timeline for abatement has been established per Section 18-73(h)</u> , the Code Compliance Officer or Code Official may issue a Notice of Violation to the owner of record of the property as identified in the records of the County Tax Assessor and the property address in violation, if different from the owner of record on which the violation exists to abate the violation. The content of the notice shall contain: ..."	
Definitions	Division 5 Definitions	** Definitions, Extermination — would it be useful to include language about "without harm to the health of people, pets, or wildlife" ?	Revise language to read "Extermination means the control and elimination of insects or rodents by eliminating their harborage, by removing or by making inaccessible materials that may serve as their food, and by poisoning, spraying, fumigating, trapping, or by any other recognized and legal insect or rodent control method approved by the Community Development Division <u>that will not be injurious to human health.</u> "	
Definitions	Division 5 Definitions	** Definitions, Junk — For the "used motor vehicles or the parts thereof or therefrom" could there be additional language that caveats "that are not for an imminent repair or automotive hobby project" ? Inoperable vehicles does have the 30-day window.	Revise language to read "Junk means new, used, or secondhand materials of any kind which is not presently being used and that is demolished, discarded, dismantled, or in such a condition as to be generally unusable and/or inoperable in its existing state <u>for more than 30 consecutive days</u> including but not limited to: scrap metal and alloys, bones, rags, cloth, clothing, paper, rubber pieces, rope, tinfoil, tires, bottles, tools, fixtures, utensils, lumber, boxes, crates, pipe or pipe fittings, furniture, refrigerators, freezers and all other appliances, machinery, used motor vehicles or the parts thereof or therefrom, any apparatuses or contrivances and parts thereof which are no longer in use, any used building material, boards or other lumber, cement blocks, bricks, or other secondhand building material."	
Definitions	Division 5 Definitions "Junk"	"Junk means new, used, or secondhand materials of any kind which is not presently being used and that is demolished, discarded, dismantled, or in such a condition as to be generally unusable and/or inoperable in its existing state	Revise language to remove bones. Proposed revision reads "Junk means new, used, or secondhand materials of any kind which is not presently being used and that is demolished, discarded, dismantled,	



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		<p>including but not limited to: scrap metal and alloys, BONES, rags, cloth, clothing, paper, rubber pieces, rope, tinfoil, tires, bottles, tools, fixtures, utensils, lumber, boxes, crates, pipe or pipe fittings, furniture, refrigerators, freezers and all other appliances, machinery, used motor vehicles or the parts thereof or therefrom, any apparatuses or contrivances and parts thereof which are no longer in use, any used building material, boards or other lumber, cement blocks, bricks, or other secondhand building material."</p> <p>Please give me a definition of what constitutes a BONE, in its entirety, <u>including composition</u>, as junk. And why did Izraelevitz insist that bones be constituted as junk! And does this include the entire property, or what is visible from outside the property boundary i.e. street... <i>Obviously...to be continued...holy cow bones</i> 😬</p>	<p>or in such a condition as to be generally unusable and/or inoperable in its existing state including but not limited to: scrap metal and alloys, bones, rags, cloth, clothing, paper, rubber pieces, rope, tinfoil, tires, bottles, tools, fixtures, utensils, lumber, boxes, crates, pipe or pipe fittings, furniture, refrigerators, freezers and all other appliances, machinery, used motor vehicles or the parts thereof or therefrom, any apparatuses or contrivances and parts thereof which are no longer in use, any used building material, boards or other lumber, cement blocks, bricks, or other secondhand building material."</p>	
Sidewalks	Sec 18-30 Sidewalks and driveways	<p>I have a series of concerns against the draft nuisance code update and would like to share them in the hope of prompting changes. All observations apply to the draft pdf compiled by Rebekah Longstreet on 7/20/22 at 2:40PM Sec 18-30, Sidewalks: Per <i>Hammell v. City of Albuquerque, 1958-NMSC-005, 63 N.M. 374, 320 P.2d 384</i>, "...it is the duty of a municipality to keep streets and sidewalks in reasonably safe condition for the public, and for the negligent failure to perform this duty is liable in tort to a person thereby injured" This is NM Supreme Court precedent which the county should be fully aware of. Punting this duty to homeowners is incompatible with state law, and is opening the county to legal action which they likely will lose.</p>	<p>Revise language to read "Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x(1) of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code."</p>	<p>Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.</p>
Obstructive Vegetation and weeds	Sec 18-31 Obstructive Vegetation	<p>Sec 18-31, Obstructive Vegetation: County must explicitly identify these nuisances separately from weeds nuisances. I abated weeds this summer after a courtesy letter. Subsequently a Siberian Elm <u>that I intended to transplant</u> was removed <u>without courtesy letter</u>. Siberian Elms are trees, not weeds, and while the tree was in the clear sight triangle, I was not given a courtesy letter for it, only the weeds. Absent this clause, County subjects landowners to a deviation from due process and subjects itself to a contest against any liens placed for nuisances forcibly abated by County.</p>		<p>The existing language of the Nuisance Article, specifically section 18-42, refers to weeds. The term "weed" and the appropriate enforcement thereof has created much debate within the community. The current draft utilizes vegetation rather than weeds and focuses County enforcement efforts on obstructive vegetation in areas that create public health and safety concerns, i.e. those overhanging sidewalks, public right-of-ways and required clear sight triangles. Direction from CDAB / Council is needed on whether additional language regarding weeds should be incorporated into the next iteration.</p>
Accumulation of litter, garbage and refuse	Sec 18-32 Accumulation of litter, garbage and refuse	<p>Sec 18-32, Accumulation...: Per 4th Amendment, US Constitution, curtilage of a privately owned property is subject to the same privacy protections as the interior of the home. Section fails to provide an objective measure of refuse and therefore leaves vulnerable landowners to violation for unreasonably small items or items they have not yet become aware of (e.g. refuse blown in by wind storms) I propose this section be scrapped in its entirety and rebuilt in a constitutionally</p>		<p>Language regarding accumulation of rubbish / garbage are common in property maintenance codes to ensure that sites are kept in a clean and sanitary manner. This section was clarified based on existing language.</p> <p>Concerns regarding regulations geared toward safety and aesthetics have been raised on both side; a desire for more aesthetic concerns like the accumulation of litter, garbage or outdoor storage to be regulated as well</p>



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		acceptable manner.		as concerns that more aesthetic standards for requirements for screening of outdoor storage from public view being too onerous. Various communities draw the line differently, often those that contain more “aesthetic” regulations within their nuisance codes correlate to theories about property care & maintenance helping to reduce crime & violence. Direction from CDAB / Council is needed on the extent of more aesthetic regulations to include within the revised draft of this article.
Outdoor Furniture	Sec 18-33 Outdoor Furniture	Sec 18-33, Outdoor Furniture: Per 4 th Amendment, US Constitution, curtilage of a privately owned property is subject to the same privacy protections as the interior of the home. Section fails to identify the reason for its existence. Of all the shortcomings of my fellow LAC residents to which there is consensus objection, a scourge of gaudy or out-of-place furniture on their porches is not one of them. I propose this section be scrapped in its entirety and rebuilt in a constitutionally acceptable manner.		This language is based on existing language in Sec. 18-43. - Outdoor furniture restriction, which was assumed to be put into place due to previous community issues/concerns. Many nuisance codes do not standards regarding outdoor furniture, but those that do contain similar requirements. Direction from CDAB / Council is needed on the extent of more aesthetic regulations to include within the revised draft of this article. This language can remain or the draft could strike this language and rely on the accumulation of litter, garbage, and refuse section to address furniture on the exterior areas of the property; alternative 2 might want to consider adding “junk” to the list of items that are prohibited to accumulate.
Outdoor Storage	Sec 18-34 Outdoor Storage	Sec 18-34, Outdoor Storage: Per 4 th Amendment, US Constitution, curtilage of a privately owned property is subject to the same privacy protections as the interior of the home. Section fails to identify the reason for its existence. If a fellow LAC resident dislikes items in my yard which are in a location that actively requires effort to observe, they’re free to fixate their eyes on another location. I propose this section be scrapped in its entirety and rebuilt in a constitutionally acceptable manner.	Revise outdoor storage language to read “Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties.</u> The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children’s play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such</u>	The section regarding outdoor storage is largely retained from the existing standards that are currently located in Sec. 18-44. - Outdoor storage of materials, which was assumed to be put into place due to previous community issues/concern. There were also a number of concerns regarding outdoor storage listed in the open-ended responses of the community survey done late last year. The current draft is very similar to the existing standards in terms of prohibiting the storage of materials not customarily stored outdoors from public view. Concerns regarding regulation of outdoor storage have been voiced on both sides; concerns they are needed as well as the standards within this draft are too onerous. Not all communities include outdoor storage within the property maintenance codes, but those that do correlate to theories about property care & maintenance helping to reduce crime & violence. Direction from CDAB / Council is needed on the extent that outdoor storage should be regulated within the county. This section could be struck in its entirety or the standards revised to be less onerous to include exceptions for properties that don’t have garage to allow storage within covered carports for example.



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			<p><u>materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County.”</u></p> <p>Revise outdoor storage definition to read “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children’s play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.”</u></p>	
Personal Auto and Hobby Repair	Sec 18-38	<p>Sec 18-38, subsection pertaining to Alternative personal/hobby automotive repair:</p> <p>Many of the homes in LAC either lack a garage outright, or lack a garage of sufficient size to perform this task in a safe and efficient manner. Compact garages may even preclude this task under risk of combustible loading limits or safe egress considerations.</p> <p>I propose that exceptions be made for vehicles under this task which may be visible from the public right-of-way but are entirely within the confines of a driveway (e.g. in-street repair is still prohibited). A reasonable time limit may be appropriate for vehicles under this exception, such as ‘vehicle must, from plain view on a public right-of-way, observably move within 30 days’.</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read “Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p>This section shall not apply <u>to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area</u> where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. <u>to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be</u></p>	<p>The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.</p>



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			<p>stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</p> <p>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights-of-way."</p>	
Exterior surfaces protective treatment	Sec 18-51 Exterior surfaces protective treatment	Sec 18-51, Exterior surfaces: Section fails to provide an objective measure of the extent of flaking or peeling environmental coatings before triggering a violation. Is a square inch of delaminated coating acceptable? Three square inches?	Revise language to read "Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good repair. Exposed exterior metal and wood surfaces shall be <u>rated for exterior use to ensure that they retain their quality over time and shall be protected from the elements, rust, corrosion, and decay by painting or other weather-coating protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.</u> All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight."	The current language is based on recommendation within the International Property Maintenance Code. The proposed revision is more general and gets at the idea of exterior surfaces being durable and rated for outdoor use.
Violations	Sec 18-71 Violations	Sec 18-71, Violations, subpart (C): The Lab hiring schedule will create and is creating an influx of time-stressed young families to LAC. This subpart will result in hasty, subpar corrections. I propose changing this subpart such that each 30 days without repair incurs a repeat violation.		This language is based on an existing standard and code enforcement practice within the County.
Responsibility of Enforcement	Sec 18-72 Responsibility of Enforcement	Sec 18-72, Enforcement, subparts (A and B): Pick one method of enforcement, the impartial government employee constrained by the 4 th Amendment detailed in subpart A, or the potentially spiteful private reporting in subpart B. Because LAC has its share of petty people, I believe repeated citizen complaints that result in a No Violation closure should remedy the behavior with warnings followed by litigation against the erroneously reporting citizen. The existing and draft code speak only to the innocent-until-proven-guilty landowner abiding a suspected nuisance, never to citizens erroneously reporting or engaging in exaggeration in their reporting.		The recommended enforcement approach is a hybrid compliance-based and complaint-based system with a focus on education to curb nuisances before they become violations and partnerships with community groups and resources to prevent and abate nuisances.



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	Sec 18-74: Authority to Enter:	Sec 18-74: Authority to Enter: Heavens NO. Per 4 th Amendment, US Constitution, curtilage of a privately owned property is subject to the same privacy protections as the interior of the home. Excepting areas not protected by a fence and in plain view from the public right-of-way, the code official exercising this section must present a warrant even for curtilage of the property. Any inspection not achievable from the public right-of-way must be accompanied by a warrant.		A Code Compliance Officer or Code Official would be required to obtain a search warrant or permission of the occupant thereof, or permission of the party responsible therefor in the event the premises are unoccupied to enter private property to conduct an inspection within a fenced are, not visible from the public right-of-way. Revise language to clarify. This language is standard within property maintenance codes. It is consistent with the International State Property Maintenance Code, State Statutes and the County Charter. Authority already exists and this section is compliant with NM Law.
		Ultimately the largesse of this draft code shows that the greatest nuisance in the county is the county government itself. This draft code is the stuff of dreams for preoccupied HOA presidents, and an unholy bane for any homeowner with <i>any</i> other responsibilities at <i>all</i> . I fail to understand the instigating impulse behind this draft when the existing code worked as intended and provided fewer opportunities for governmental overreach or inter-neighborhood petty feuding. Countenancing this draft is infuriating and I protest both the text and the intent behind it. Has this been reviewed <u>at all</u> by a licensed attorney?		The proposed draft has been reviewed by County legal and by DPS' legal council.
Purpose	Sec 18-1 Purpose	I have read the July 2022 Draft of the revised Chapter 18 and have some comments and suggestions. There are a number of typographic errors but I won't address them. General Sec. 18-1 Purpose The first sentence defines the purpose as "to promote the public's health, safety, and welfare". The term "promote" seems rather weak and I think that what is really intended is "ensure". I'm also confused by the use of the word "welfare". The common definition for welfare is: "the health, happiness, and fortunes of a person or group; or a statutory procedure or social effort designed to promote the basic physical and material well-being of people in need". I think that a broader, less confusing term would be "quality of life".		Public health, safety and welfare is the language referenced in state statues, which is it written as is. CDD, CDAB and Council direction needed on preferred terminology.
Scope	Sec. 18-2 Scope	Sec. 18-2 Scope Here the purpose of Chapter 18 is defined as maintaining property in "a clean, safe and sanitary condition". "Clean" and "sanitary are near synonyms but they aren't defined and clearly the ordinances go well beyond this. It also might be worth mentioning in this section something about how violations are defined and treated.	Add definition for clean "Clean means free from litter, garbage, refuse, rodent harborage, pests, and other conditions that present hazards to human health." Add definition for sanitary "Sanitary means hygienic and lacking any condition in which an accumulation of filth, trash, or waste is present in such a manner as constitutes a health hazard"	Add a definition for clean and for sanitary. Violations are described in Section 18-71 and enforcement procedures are outlined in Section 18-73.
Sidewalks	Sec. 18-30 Sidewalks and driveways	Sec. 18-30 Sidewalks and driveways The term "constant grade" is used without a definition. The term "obstructions" is used and elaborated on in Sec. 18-31 Obstructive vegetation. There, it is stated that vegetation must be trimmed so as not "to obstruct or impair the free and full use of the sidewalk or street". I interpret "full use" as the entire sidewalk or street, meaning that a pedestrian should be able to use the entire sidewalk and a car should be able to park next to	Revise language to read "Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be	Remove constant grade language since sidewalks typically include acceptable running slopes and cross slopes to facilitate proper drainage. The obstructive vegetation clearance of 6 ft was selected to match the Sight Visibility Triangle language within the Chapter 16 Development Code Section 4-2(C)(IV). Language revised to 7 ft to accommodate the tall population.



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		the curb. Since for humans, the shoulder and arm extend beyond the feet, I would interpret “full use” as allowing one to walk at the edge of the sidewalk. This should then require that the vegetation (or fence or wall) be maintained enough outside the sidewalk edge to allow room for an arm. This is particularly important if the vegetation has thorns, e.g. a rose bush or Russian olive’. I can’t think of any way that this would compromise the functionality of the vegetation or fence for the property owner. Later on, the height limit for trimming vegetation is defined as 6 feet. This is really unacceptable. Lots of people exceed this height. The limit should be at least 7.5’.	<p>limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-4-2(C)(IV) of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code.”</p> <p>Revise Language to read “The owner or occupant of any property shall destroy, remove or trim or remove all trees, plants, shrubs or vegetation, or any parts thereof, which overhang or extrude into any abutting sidewalk, public right-of-way, planting strip, clear sight triangle per Section 16-4-2(C)(IV) or adjacent property in such manner as to obstruct or impair the free and full use of the sidewalk or street, including the interruption or interference with the clear vision of pedestrians, bicycles, or persons operating vehicles thereon, and including interference with traffic signs, poles, wires, pipes, fixtures or any other part of any public utility situated in the street or public rights of way. Vegetation shall be removed or trimmed <u>or removed</u> to maintain a minimum clearance of <u>7.5</u> feet overhanging sidewalk height and 14 feet overhanging street height.”</p>	
Purpose	Sec 18-33 Outdoor Furniture	Sec. 18-33 Outdoor furniture This is clearly outside the narrow definition of purpose in Sec. 18-1 and Sec. 18-2. Furniture is not a threat to health, safety or welfare. However, it can affect the quality of life, which is what I think the intent is. Sec. 18-38 Inoperable vehicles is another example of this deficiency. So, I think that the Statement of purpose needs to be refined to address these situations.		<p>This language is based on existing language in Sec. 18-43. - Outdoor furniture restriction, which was assumed to be put into place due to previous community issues/concerns. Many nuisance codes do not standards regarding outdoor furniture, but those that do contain similar requirements.</p> <p>Direction from CDAB / Council is needed on the extent of more aesthetic regulations to include within the revised draft of this article. This language can remain or the draft could strike this language and rely on the accumulation of litter, garbage, and refuse section to address furniture on the exterior areas of the property; alternative 2 might want to consider adding “junk” to the list of items that are prohibited to accumulate.</p>
Weeds		Comment A few weeks ago, I had to give a presentation to the County Council about the status and progress in CDAB. When I had finished, there were questions about the draft Chapter 18 whether it will address the problem of weeds. While weeds don’t directly impact health or safety, they do affect the quality of life in the same manner as outdoor storage of things like furniture and inoperable vehicles. I think that Chapter 18 should address weeds. It should provide a broad, easily understood definition. Here is a suggestion that addresses overgrown weeds affecting quality of life: <i>It is a violation if a significant fraction of the property visible from the street is overgrown with weeds or other un-maintained vegetation</i>		The existing language of the Nuisance Article, specifically section 18-42, refers to weeds. The term “weed” and the appropriate enforcement thereof has created much debate within the community. The current draft utilizes vegetation rather than weeds and focuses County enforcement efforts on obstructive vegetation in areas that create public health and safety concerns, i.e. those overhanging sidewalks, public right-of-ways and required clear sight triangles.



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		<i>that exceeds 12" in height.</i>		
Personal Auto and Hobby Repair	Personal Auto and Hobby Repair	<p>I am writing today to strongly oppose the draft nuisance code as proposed. The proposed changes empower the county government to impose culture and values upon the residents that do not reflect the people living within the county. The expectations set forth will continue to isolate Los Alamos county from the greater New Mexico community.</p> <p>I take special offense to the use of the terms "publicly visible" and "public view". Specifically the code proposes criminalizing working on vehicles within the public view. This county MUST retain a sense of community which relies on human interactions between neighbors. It is imperative in a community that we are personally able to accept and deal with issues considered unsightly or annoying. My neighbor changing his oil in the driveway is not a nuisance to be criminalized. It is an opportunity to say hello. People must be allowed to engage in behavior that is considered unsightly, annoying, or distasteful. It is the up to the community to self regulate through culture and relationship, not through government criminalization.</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read "Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p><u>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p><u>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are</u></p>	<p>The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.</p>



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			not readily visible from public rights-of-way."	
Authority to Enter and Inspections	Sec 18-74: Authority to Enter:	I also strongly oppose the county claiming a right to inspect my backyard, within my fence. I will not accept anyone on my property that does not have explicit or implied authorization. A county inspector on my property will not be welcome unless it is in reference to a building inspection I have requested. Probable cause must be asserted with the property owner prior to entering.		A Code Compliance Officer or Code Official would be required to obtain a search warrant or permission of the occupant thereof, or permission of the party responsible therefor in the event the premises are unoccupied to enter private property to conduct an inspection within a fenced are, not visible from the public right-of-way. Revise language to clarify. This language is standard within property maintenance codes. It is consistent with the International State Property Maintenance Code, State Statutes and the County Charter. Authority already exists and this section is compliant with NM Law.
Sidewalks	Sec. 18-30 Sidewalks and driveways	I also oppose the requirement regarding maintenance of concrete. The condition and safety of any concrete on my property is my personal risk, and that of my homeowners insurance. The county does not have any liability and should then have no jurisdiction. Additionally, spalling and cracking of concrete can take significant financial resources to remedy. Given the state of many properties in n this county. Homeowners must make decisions on what they can afford to fix. I have chosen to invest in warm windows rather than fix spalling and cracking on my driveway. Criminalizing that decision is an authoritarian affront on my freedom to choose the way I live.	Revise language to read "Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-4-2(C)(IV) of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code."	Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.
Enforcement		<p>Lastly, I would like to see a way for the citizens of the county to hold the county accountable for the same nuisances that we will be held criminally liable for. In a 30 minute walk to Overlook park, I documented many instances of "nusiance" behavior by the county. The county obstructed the sidewalks with weeds from mowing, paint was peeling off the soccer goals, concrete was found cracked and spalling, weeds were growing into walkways, the fields are a massive rodent harborage, mice are running loose in the restrooms, and the county mowed the dog park without picking up balls and toys strewing plastic garbage around the park. If these expectations are held on individuals, then the individuals should at minimum have the same expectations of the county.</p> <p>Thank you for reading my concerns. Please ensure that public comment regarding proposed code is transparent and communicated to elected members of the council.</p>		The proposed language would apply to county owned properties
General	Division 2	Division 2 General comment: Los Alamos residential areas are not uniform. Whole neighborhoods were constructed in the 1950's and 1960's to the standards of the day, and so have small footprints on small lots. If off-street parking or a carport or garage is available it is for at most one car, and many have no off-street parking at		



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		<p>all. Homeowners old and new have adjusted to the restrictions of these small homes in various ways: many carports and garages were converted to indoor spaces; parking on the street; and doing their vehicle maintenance on the street or in a driveway, carport, side or back yard. This is the very essence of Los Alamos: innovation and creativity were features not only of the Lab but of the lab scientists and technicians in their homes. Cutting people off from these home-brew remedies is an assault on the heritage of Los Alamos – and a very expensive one at that, for adherence to many of the restrictions proposed in this new code will require large expenditures by owners of these old houses. And for what? So the community can conform to some arbitrary standard set for residences beyond the means of many of Los Alamos citizens? There is no benefit to the community of doing that, and it further exacerbates the split between rich and poor in Los Alamos, drives up the price of starter homes for new residents, as well as the last truly affordable housing in Los Alamos.</p>		
Sidewalks	Sec. 18-30 Sidewalks and driveways	<p>Sections 18-30, 18-31</p> <p>If you look at the definitions (Division 5) for Overgrown vegetation, Planting strip, and Premises, you'll see that a problem with this is that for many of the lots in the older parts of town there is a six or seven foot wide strip between the sidewalk and the property line that is county property, not an easement, but which the county utilities and communications companies use for their distribution lines. Most people are unaware and treat it as their own property and landscape it or even build fences on it.</p> <p>The definitions make this strip, which appears to be what the code means means by "planting strip," is part of the "premises." For example, I don't know how you can cite a homeowner for overgrown vegetation located on county property, or require the homeowner to repair the sidewalk located on county property. In addition I suspect an astute homeowner could challenge whether the county can actually require the homeowner to maintain that property at all.</p> <p>Much of the regulation in this code is aimed at activities in this planting strip. I think this problem should be acknowledged by the county with a clear statement made as to who has the responsibility for these strips and how the county has the authority to require maintenance of county property by the homeowner</p>		<p>Current draft language requiring property owner maintenance is consistent with regional and precedent community practices. Rio Rancho includes responsibility for sidewalk maintenance for property owners within Nuisance Code. Albuquerque, Alamogordo, and Rio Rancho place responsibility for maintenance of adjacent planting strips within Streets/Public Improvements section of their codes. This particular recommendation has raised public concern. The project team needs direction from CDAB and Council on whether this content should be struck from the draft or retained.</p>
Outdoor Storage	Sec. 18-34	<p>Section 18-34: Many homes have unenclosed carports that have been used for storage since time immemorial, or at least since 1950. Preventing the continued use of these carports for storage or other activities such as auto maintenance imposes an unnecessary and expensive burden on the owners of the old homes. I suggest excluding carports from these requirements.</p>	<p>Revise outdoor storage language to read "Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area.</u> that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony</p>	



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			<p>that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children's play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County."</u></p> <p>Revise outdoor storage definition to read "Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children's play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter."</u></p>	
Movable or temporary storage structures	Movable or temporary storage structures	Movable or temporary storage structures: elsewhere you allowed for PODS. Why not here? No way you put a PODS container out of sight, or move it into a backyard in eastern area.	Revise language to read "Tents or canopies used for storage or metal storage or moving containers shall not be permitted in areas visible from the public rights-of-way unless specifically approved and permitted through a Temporary Use Permit and in compliance with all standards of Section 16-3-2(E)(X) <u>Temporary Storage</u> of the Development Code"	<p>PODS will be allowed if approved and permitted through a Temporary Use Permit and are subject to the following Chapter 16 Use-Specific Standards for temporary storage :</p> <p>"3-2(E)(XII) TEMPORARY STORAGE</p> <ol style="list-style-type: none">1. This use requires a Temporary Use Permit pursuant to procedures outlined per Section 5-3(A)(XI).2. This use shall only operate for a maximum period of 60 consecutive days in any calendar year. Temporary storage containers shall not be permanently placed within any front, side, or rear yard.3. Temporary storage containers shall not be placed within public rights-of way or interfere with required sight visibility triangles pursuant to Section 4-2(C)(IV)."<p>Language revised to clarify the reference to the use specific standards for temporary storage.</p>
Inoperable vehicles	Sec 18-38	Section 18-38 In General, in this section you're getting away from the Health Safety and Welfare	Revise language to read "Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is	Revise language to generally allow covers designed to fit motor vehicles, rather than requiring a cover designed to fit a particular motor vehicle.



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		<p>that is the primary aim of this code, and getting into aesthetics. As you move in that direction you're losing the authority that allows for the regulation of nuisances. Just sayin'.</p> <p>There are residences without off-street parking and located on a hillside so that storage of an inoperable vehicle is not possible anywhere but on the street. Few vehicles have covers "designed to fit" them - and how would the County know it isn't designed anyway?. Replace this requirement with "a cover that completely encloses the vehicle, except for the tires" and let the owner work it out with tarps, tape and straps.</p>	<p>prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the a motor vehicle-such that the vehicle is not a safety hazard or <u>publicly visible</u> visible from adjoining or surrounding property or from view of a public right-of-way.</p>	
Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	<p>Alternative for personal auto or hobby repair: Should allow this in a carport too. This section needs a definition of repair that distinguishes major auto work from standard maintenance tasks like changing the oil or a battery, light bulbs, and simple troubleshooting, and that allows these activities on the street, driveway or front yard. Your vision of what a house in Los Alamos looks like and what you can do with it is obviously not informed by experience in the older parts of town.</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read "Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p><u>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not</u></p>	<p>The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.</p>



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			<p><u>actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</p>	
Inoperable Vehicles	Division 5 Definitions	Motorcycles should be provided for as well, especially in carports and front yards.	Revise Inoperable Vehicle definition to read "Inoperable vehicles means any vehicle, <u>including motorcycles</u> , meeting at least three (3) of the following conditions existing for more than 30 consecutive days: (a) does not have current state registration; (b) is extensively damaged (such damage including but not limited to any of the following: broken shattered or missing windows or windshield or missing wheels, tires, motor, or transmission); (c) is not capable of travel under its own power in its existing mechanical condition; or (d) is on blocks or similar devices; <u>or</u> (e) is partially or wholly dismantled <u>and not under active repair.</u> "	Add motorcycles to inoperable vehicle definition
Exterior surfaces protective treatment	Sec 18-51 Exterior surfaces protective treatment	Division 3 Section 18-51 Protective Treatment This is troublesome because it allows for no deviation from a 100% protective surface, an impossible standard which opens the door to subjective judgement by a code inspector. Tough to convince a court without objective standards. I think there should be an objective standard for say, how much peeling, chipped or flaking paint is allowed. Percent of a surface, for example?	Revise language to read "Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good repair. Exposed exterior metal and wood surfaces shall be <u>rated for exterior use to ensure that they retain their quality over time and shall be</u> protected from the elements, rust, corrosion, and decay by painting or other weather-coating protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight."	The current language is based on recommendation within the International Property Maintenance Code. The proposed revision is more general and gets at the idea of exterior surfaces being durable and rated for outdoor use.
Exterior surfaces protective treatment	Sec 18-51 Exterior surfaces protective treatment	There is no practical reason to remove oxidation staining from any surface, that is an aesthetic judgment alone and should be eliminated.	Revise language to read "Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good repair. Exposed exterior metal and wood surfaces shall be <u>rated for exterior use to ensure that they retain their quality over time and shall be</u> protected from the elements, rust, corrosion, and decay by painting or other weather-coating protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Oxidation stains shall be removed from exterior surfaces.	The current language is based on recommendation within the International Property Maintenance Code. The proposed revision is more general and gets at the idea of exterior surfaces being durable and rated for outdoor use.



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			Surfaces designed for stabilization by oxidation are exempt from this requirement. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight.”	
Unsafe Conditions	Section 18-52 Unsafe Conditions	Section 18-52 Unsafe Conditions Many of these judgments can only be made by a qualified engineer, especially A through D, where the ability to support loads is involved.		Building officials and the County Engineer may be among those charged with enforcement and have the capability to assess a structure using these standards and the building code. The definition of code official states “Code Official means the county official who is charged with the administration and enforcement of this Code, or any representative authorized by the County Manager”
Unsafe Conditions	Section 18-52 Unsafe Conditions	E: failure to maintain etc. Citing somebody for a cracked window or deteriorated glazing is simply too much regulation. Many of the old houses in Los Alamos have inoperable window cranks and other defects for which replacement hardware is no longer available. You’re forcing huge expenditures here to update windows by homeowners who can’t afford it or for landlords who will have to increase the rent to pay for it, once again driving up the cost of housing in Los Alamos. This is not nuisance abatement, it’s urban redevelopment and outside the scope of a nuisance code. The scope should be : “clean, sanitary, safe, and structurally sound.” (Section 18-70).	Revise language to read “10. Windows, skylights, doors, and door frames. Windows, skylights, doors, and frames shall be maintained in sound condition, good repair, and weathertight. All glazing materials shall be maintained free from cracks and holes <u>and not admit rain or moisture</u> . Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.”	
Violations	Sec 18-71 Violations	Division 4 Section 18-71 Violations c. Every day a new violation: Making each day of a violation a new count is fashionable but it is counterproductive, unenforceable overkill. Rarely will you have a well-defined time at which to start counting, or even to stop – do you stop on the day of citation, at the end of the appeal period, after the trial? Just take that out. One count is enough to abate the nuisance, which is the point. No need for intimidation tactics against homeowners.		This language is based on an existing standard and code enforcement practice within the County. Los Alamos Code Sec. 1-8(a) states “General penalty and continuing violations. Whenever in this Code or any rule or regulation promulgated under the provisions of this Code any act is prohibited or declared to be unlawful or an offense or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense, where no specific penalty is provided therefor, any person who shall be convicted of the violation of any such provision of this Code shall be punished by a fine not exceeding \$500.00 or by imprisonment not exceeding 90 days, or by both such fine and imprisonment. Every day of any violation of this Code constitutes a separate offense.”
Enforcement	18-72 Responsibility for enforcement	18-72A Responsibility for enforcement: I’d like to see the county engineer called out to make judgments where the calculation of loads and similar things are involved. I don’t believe that code inspectors have the required credentials.		Building officials and the County Engineer may be among those charged with enforcement and have the capability to assess a structure using these standards and the building code. The definition of code official states “Code Official means the county official who is charged with the administration and enforcement of this Code, or any representative authorized by the County Manager”
Administration and enforcement procedures	Sec 18-75 Notice	Section 18-75 Notice Isn’t this redundant with Section 18-73c? combine them.	Revise language to read “ (c) If the Code Compliance Officer or Code Official determines that a violation of this Article is occurring on a property, the Code Compliance Officer or Code Official may issue a written Courtesy Letter pursuant to Sec 18-75 to the owner of record as identified in the records of the County Tax Assessor and the property address in violation, if different from the owner of	Section 18-73 provides an overview of the enforcement procedures. Section 18-75 Notice is intended to provide details regarding the contents of the Courtesy Letter and the Notice of Violation. Language revised in Section 18-73(c) and (f) to remove redundancies.



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			<p>record, requesting the violation be voluntarily abated the nuisance within 14 day of the receipt of the Courtesy Letter.</p> <p>(f) If upon re-inspection the Code Compliance Officer or Code Official finds the violation has not been abated, a Notice of Violation may be issued to the owner of record as identified in the records of the County Tax Assessor and the property address in violation, if different from the owner of record, pursuant to Sec 18-75.”</p>	
Notice	Sec 18-75 Notice	Why the reference to the Community Development Advisory Board? What role do they play? Hopefully they are not going to hear complaints.	Revise language to read “iv. <u>The contact person for the appropriate Code Compliance Officer or Code Official with whom to obtain more information. The date and time of the next Community Development Advisory Board Meeting.</u> ”	The existing Code language in Section 18-36 Notice requires that the date and time of the CDAB meeting be included in the notice. Upon direction from CDAB and Council, this language will be struck and replaced with a contact person for obtaining more information.
Administration and enforcement procedures	Sec 18-73 Administration and enforcement procedures	18-76 Complaints redundant with 18-73 j. These should be combined.	<p>Revise 18-73(j) to read “ Upon the failure to abate a violation pursuant to the issuance of a Notice of Violation <u>within the prescribed time, the County may file a complaint charging violation of this article with the a criminal citation to Municipal Court per Sec. 18-79 may be issued.</u>”</p> <p>Remove Sec 18-79 Complaints “If the owner of record where the violation of this article exists has failed to abate the violation within the prescribed time then the County may file a complaint charging violation of this article with the municipal court.”</p>	
Penalties	Sec 18-77 Penalties for violation of division	18-77 Penalties etc. Referring this to abatement and liens doesn’t give you a penalty. Are you not doing a fine? Is the fine limited to \$300 or \$500?	Revise language to read “Any person who shall be convicted of the violation of any provision of this Chapter shall be punished in Accordance with Section X Abatement and Lien <u>and Section 1-8 General penalty; continuing violations; corrections fee.</u> ”	Add reference to general penalties within Section 1-8. That section establishes a fine not exceeding \$500.00.
Definitions	Division 5 Definitions	Division 5 Definitions Anchored: – leaves unanswered what is meant by a “positive connection.” Connection to what? By what means and at what strength?	Revise anchored definition to read “Anchored means secured, <u>attached, or fastened in place firmly so as to be capable of resisting natural or artificial loads. in a manner that provides positive connection.</u> ”	
Definitions	Division 5 Definitions	Infestation: what’s a pest? There should be a general definition allowing the identification of a pest and relating it to the health, safety, and welfare criteria of this chapter. Rats yes, but rabbits? Bears? Garter snakes? Mosquitoes? As identified by -- add “ for example” – and be a little more general. For example, “evidence of long-term habitation by or frequent presence of pests.” You could replace the rodent description with “rodent harborage” which is well defined below.	<p>Add pest definition “<u>Pest means any organism that spreads disease, causes destruction, or may otherwise create a potential health hazard.</u>”</p> <p>Revise infestation definition to read “Infestation means the presence, within or contiguous to, a structure or lot of insects, <u>rodents rats, vermin, or other pests such kind or in such numbers as to create a potential health hazard or nuisance, as identified by rodent harborage and long-term habitation by or frequent presence of pests. rodent sightings or sounds, rodent pathways, signs of chewing, rodent holes, nests, droppings, carcasses, or other evidence.</u>”</p>	



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Definitions	Division 5 Definitions	Inoperable vehicles: at the end add “and not under active repair.”	Revise Inoperable Vehicle definition to read “Inoperable vehicles means any vehicle, <u>including motorcycles</u> , meeting at least three (3) of the following conditions existing for more than 30 consecutive days: (a) does not have current state registration; (b) is extensively damaged (such damage including but not limited to any of the following: broken <u>shattered or missing</u> windows or windshield or missing wheels, tires, motor, or transmission); (c) is not capable of travel under its own power in its existing mechanical condition; or (d) is on blocks or similar devices; <u>or</u> (e) is partially or wholly dismantled <u>and not under active repair.</u> ”	
Definitions	Division 5 Definitions	Noxious: “living beings?” Like cockroaches? I suggest “human beings or domestic animals.”	Revise noxious definition to read “Noxious means physically harmful or injurious to living human beings <u>or domestic animals.</u> ”	
Definitions	Division 5 Definitions	Outdoor Storage: At the end, “and that are not waiting for assembly into an active construction project.” This is in 18-34, but the definition should be consistent.	<p>Revise outdoor storage language to read “Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances</u> junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children’s play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County.”</u></p> <p>Revise outdoor storage definition to read “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned,</p>	



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			discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children’s play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.</u>	
Definitions	Division 5 Definitions	Overgrown vegetation, and Planting strip, and Premises: A problem with this is that for many of the lots in the older parts of town there is a six or seven foot wide strip between the sidewalk and the property line that is county property, not an easement, but which the county utilities and communications companies use for their distribution lines. Most people are unaware and treat it as their own property and landscape it or even build fences on it. I don’t know how you can cite a homeowner for overgrown vegetation located on county property. In addition I suspect an astute homeowner could challenge whether the county can actually require the homeowner to maintain that property.		Current draft language requiring property owner maintenance is consistent with regional and precedent community practices. Rio Rancho includes responsibility for sidewalk maintenance for property owners within Nuisance Code. Albuquerque, Alamogordo, and Rio Rancho place responsibility for maintenance of adjacent planting strips within Streets/Public Improvements section of their codes. This particular recommendation has raised public concern. The project team needs direction from CDAB and Council on whether this content should be struck from the draft or retained.
Definitions	Division 5 Definitions	Unsafe conditions: as the result of the accumulation or collection of litter, dilapidated structures, or inoperable vehicles as defined herein , add: “or any other hazardous object or condition.”	Unsafe Condition means unsafe conditions shall include, but shall not be limited to, any premises or any portion thereof which, as the result of the accumulation or collection of litter, dilapidated structures, or inoperable vehicles as defined herein, <u>or any other hazardous object or condition, that</u> is or may be an attractive nuisance to children or a danger to the life, premises, occupants, or safety of the public and any unguarded well, cesspool, excavation pit or hole which by virtue of abandonment, dilapidation, or lack of maintenance is a hazard to the public.	
Definitions	Division 5 Definitions	Vegetative Debris: add “and not being used for mulch, bird or animal foraging, or sources of seeds for new growth.”	Revise the definition to read “Vegetative Debris means dead and downed plant material, naturally expired or portions of a plant removed intentionally such as by trimming, resulting from trees, grasses, shrubs, and understory groundcover <u>and not being used for mulch or sources of seeds for new growth.</u> ”	References to bird or animal foraging were not included within the definitions due to concerns about pests.
Definitions	Division 5 Definitions	Violation: “with each calendar day or portion thereof in which the violation continues constituting a separate violation. “ Making each day of a violation a new count is fashionable but it is counterproductive, unenforceable overkill. Rarely will you have a well-defined time at which to start counting, or even to stop – do you stop on the day of citation, at the end of the appeal period, after the trial? Just take that out. One count is enough to abate the nuisance, which is the point. There is no need for intimidation tactics against homeowners. Besides, this clause should not be in the definitions section anyway. Just throw it out.		This language is based on an existing standard and code enforcement practice within the County. Los Alamos Code Sec. 1-8(a) states “General penalty and continuing violations. Whenever in this Code or any rule or regulation promulgated under the provisions of this Code any act is prohibited or declared to be unlawful or an offense or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense, where no specific penalty is provided therefor, any person who shall be convicted of the violation of any such provision of this Code shall be punished by a fine not exceeding \$500.00 or by imprisonment not exceeding 90 days, or by both such fine and imprisonment. Every day of any violation of this Code constitutes a separate offense.”



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			In good repair means in a condition where the structure fulfills its intended use, <u>is safe and functional</u> , and meets all other code requirements.	
Outdoor Storage		Could you please comment on our questions with respect to the overall intentions of this new ordinance. Is it to disallow enclosed trailers? Trailers in general? Keeping anything at all within site of the sidewalk or a neighbor? We recognize you are busy, but my neighbors and I are deeply concerned with how this will negatively impact our lifestyle and our community.	<p>Revise outdoor storage language to read “Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially-zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties.</u> The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children’s play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County.”</p> <p>Revise outdoor storage definition to read “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children’s play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.</u>”</p>	



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Sidewalks and driveways	Section 18-30 Sidewalks and Driveways	<p>I am seeking clarification on the final draft of the Los Alamos County Nuisance Code Section 18-30. My understanding is that the County owns the sidewalks as a public right-of-way, so they would be responsible for sidewalk maintenance. Can you please confirm that the County, and not the adjacent property owners, would be responsible for repairing defects in the sidewalk? The draft text states the following:</p> <p>Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x of the Development Code.</p>	<p>Revise language to read “Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code.</p>	<p>Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.</p>
Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	<p>The revised nuisance code section 18-38 removed the exemption for vehicles that are classified as vehicles of historic and special significance under the provisions of NMSA 1978, § 66-11-1 through 66-11-5. Could you please explain why this exemption was removed?</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read “Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p><u>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months,</u></p>	<p>The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance. NMSA 1878 Article 11 Vehicles of Historic and Special Significance does address classic cars. Section 66-11-3 Storage provisions states “A collector may store motor vehicles or parts thereof on his private property provided such vehicles and parts cars, and the outdoor storage areas, are maintained in such a manner that they do not constitute a health, safety or fire hazard and are effectively screened from ordinary public view by means of a solid fence, trees, shrubbery or other appropriate means. Such storage areas shall be kept free of weeds, trash and other objectional [objectionable] items.” The language included within the draft is consistent with State Statutes.</p>



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			<p><u>provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</p>	
Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	<p>Current code Sec. 16-281(a) states that "The county council, having found that the existence of numerous inoperable vehicles is aesthetically unpleasing that can lead to lower property values, does impose the following conditions..." This section imposes inoperable vehicle requirements on the basis that all inoperable vehicles are aesthetically unpleasing, and thus, a nuisance. Take the example of a 1956 Thunderbird under restoration, with its engine removed for modernization and unregistered (why pay for tabs whilst restoring your dream car?). This would meet the current definition of inoperable. Under the draft (and current) code this gorgeous, \$80k+ vehicle could not be parked in a homeowner's driveway unless the lot could not reasonably accommodate it (and even still it would need an opaque cover). Los Alamos is an innovative and creative community where many residents enjoy rebuilding vehicles. I would argue that certain inoperable vehicles, such as a 1956 Thunderbird, parked uncovered in the homeowner's driveway could actually increase property values. The current language is a one size fits all model and is not reflective of the County we live in and is concerning to my neighbors and I. Could you please add more flexible language or exemptions to this section to allow for inoperable vehicle restoration in a homeowner's own driveway?</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read "Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p><u>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months,</u></p>	<p>The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.</p>



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			<p><u>provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</p>	
Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	I am confused about the intent of Section 18-38 language on Alternative for Personal Auto and Hobby Repair which states "Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights-of-way." The draft code defines Public Nuisance as "a condition that is injurious to public health, safety, morals, or welfare or interferes with the exercise and enjoyment of public rights, including the right to use public property." Could you please comment on how performing hobby repairs in your own driveway constitutes a public nuisance?	<p>Revise language in Sec 18-38 Inoperable Vehicles to read "Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p><u>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months,</u></p>	The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.



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			<p><u>provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</p>	
Outdoor Storage	Sec 18-33	<p>My neighbors and I are having a meeting this evening to continue our discussion about the draft nuisance code.</p> <p>An answer to the questions above would be extremely helpful so that we might have a more productive conversation. No one seems to understand the intention of "goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items" being disallowed from our driveways and yards and no one has been able to come up with something that one might keep in those spaces that wouldn't be disallowed by the vague totalness of the clause. In other words: would a shovel be a "tool" and would a garden hose be a "good" ?</p> <p>Could you please clarify what isn't a "good, product, tool, machinery, equipment, or other similar items" so that we might have a more productive conversation.</p> <p>There is a lot of concern about how this might negatively impact the culture of our community.</p>	<p>Revise outdoor storage language to read "Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially-zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children's play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County."</u></p> <p>Revise outdoor storage definition to read "Outdoor storage means the keeping, storing, placing, or locating on exterior property on any</p>	



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			premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children's play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.</u> "	
Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	<p>I concur with John Bloodwood's statements in the letter to the editor that was published in LA Daily Post. However, I would like to add a couple thoughts.</p> <p>If I wanted a home with a HOA... I would have purchased one!</p> <p>There are properties around town where garages aren't even a reasonable possibility, also applicable to keeping things behind a fence in some cases. We have homes around town where the roof is at street level because of the lay of the land. Oddly enough... on the opposite side of the street, the opposite problem exists. Included in these are some places that could have a garage or car port if the county would allow such structures closer to the road.</p> <p>Also many people that do these kinds of self repairs do them so that they may eke out an existence in Los Alamos. Sometimes so that their children can have "Los Alamos" public schools on their college resume. Some are the ones doing service jobs around Los Alamos, repairing your cars, mowing your lawns, doing your yard work, working in the convenience store, hardware store, grocery store, fast food joint, at your favorite restaurant or bar, delivering your pizza, etc... These are the people that can't afford a mechanic, let alone a home with a garage.</p> <p>Perhaps Los Alamos County should purchase the old Metzger's Gas station and allow residents to make repairs within the garage at an extremely reasonable fee... Oh wait, that won't work because they changed the zoning on it. Are we trying to drive these types of businesses out of town as well? Amazon may deliver everything we used to drive to Santa Fe or Albuquerque for, but they don't deliver small businesses, or the people who work in them, or the people who deliver the packages in the first place.</p> <p>Because of Covid, we've gotten a taste of what it's like having a shortage of these workers... I've seen outgoing mail sit in a mailbox for 3 days before being picked up. Do we as a county really want to drive the lower income and blue collar workers who remain away?</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read "Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p>This section shall not apply <u>to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure.</u> to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., <u>except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front</u></p>	The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.



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			<p><u>yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p><u>Alternative for Personal Auto and Hobby Repair</u>15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights-of-way."</p>	
Sidewalks and driveways	Section 18-30 Sidewalks and Driveways	<p>The entire "Nuisance Code" in it's current form needs to be scrapped and the County needs to start over. The CDD has done a horrible job of listening to the residents of Los Alamos and have tried use other cities to model their code after.</p> <p>First of all, the County is responsible for all the Streets and Sidewalks within Los Alamos County. NOT THE HOMEOWNERS! No homeowner should be held responsible for maintaining something that is not ON their property and is the responsibility of the County. That's what property taxes are for.</p>	<p>Revise language to read "Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code.</p>	<p>Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.</p>
General		<p>Second, this County has made all their decisions for the "Nuisance Code" based on arrogance and wealth. Not once did they consider all the people living in Los Alamos that don't make \$100,000.00 or more per year. These are the people that will get hurt the most by this egregious policy.</p> <p>If you can judge by the tone and wording of this letter, I am one of these individuals.</p> <p>This "Nuisance Code", in its current form, is a prime example of GARBAGE LEGISLATION! It needs to be shredded and the CDD needs to stick to watching weeds grow. Which is the only thing they're good at.</p>		
Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	<p>Thank you for your reply. The proposed language in the options related to motor vehicles is not acceptable to me.</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read "Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then</p>	<p>The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.</p>



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			<p>one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p><u>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</u></p>	
General		Please provide a copy of the draft of the proposed Nuisance Code-related ordinances (Section 18 and Section 16 as appropriate). If there is a URL / a website location which I can access, that would be acceptable. I understand that information in the draft may be in flux for some period of time through August 23, 2022.		A clean draft of Chapter 18 is available online here: https://www.lacchp18update.org/files/ugd/0fefb3_c2ba8c39babd4129a25e7db1cc1cd2f5.pdf A redline version is available online here: https://www.lacchp18update.org/files/ugd/0fefb3_d23ec01dbf0f46058aa45c2e1d3e5fce.pdf The latest draft of the Chapter 16 Development Code is available online here: https://losalamosconnect.org/wp-content/uploads/2022/07/LAC-Chp-16-Development-Code-M3-DRAFT-July-2022-rev.pdf



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General		The CDAB Zoom presentation on Monday, August 15, 2022, 5:30 p.m. to 7:00 p.m., raised some troublesome issues related to the proposed nuisance code draft. I need the work on the preparation of interrogatories (that is, questions) to support a legal challenge associated with the proposed nuisance code.		
General		I would like to know when and where a meeting to preempt this outrage will be held publicly as a local business owner, resident, veteran, etc. so that I can be there to voice my many concerns! On that note I just happened across this issue on FaceBook, why does the county not send out letters or really anything asking its citizen's opinions on the matters which affect our lives? I don't understand how all the incompetent laws, changes, and ordinances continue to get passed! The government as a whole work for us, not the other way around. Therefore I do not condone these changes! I know for a fact a majority of the citizens don't either!		<p>The Chapter 18 draft will be reviewed by County Council on August 30th. View the agenda and live stream the meeting using this link: http://losalamos.legistar.com/Calendar.aspx and accessing the meeting for the respective date listed above.</p> <p>To join the meeting virtually use the following Zoom link: https://us02web.zoom.us/j/87145977840</p>
General		<p>So how does all but one road get shut down? Referring to Trinity and Central, how does Trinity road before that happens to get turned into an idiotic 2 lane road preventing local residents and businesses from the ease of travel? Have you ever tried to get out of any of the housing or businesses in that area during lunch or go-home time? I encourage any of you to do so. This was a mistake. Perhaps instead of trying to worry about making the town an HOA you worry about fixing the traffic problems you caused. Even perhaps getting a board of citizens together in the lower workforce to catch these problems before you make them an issue for the town to deal with.</p> <p>Simply this is absolutely outrageous! To start the county can't even uphold the nuisance laws on their own properties, to begin with, now let alone after this. None of us living here agreed to live in an HOA. This "edit" of the nuisance code is the nuisance in and of itself. This will severely impact the property value of my home in a negative way.</p>		The redesign of roadways is out of the scope of this particular project.
Obstructive vegetation	Sec 18-31 Obstructive vegetation	<p>Not only that I'm 6' plus the height of a bicycle or other pedestrian mode of transport therefore the 6' clearance for a pedestrian is Heightist. I'm obviously too tall to live in Los Alamos.</p> <p>The neighborhoods with the most weeds and brush are Quamizon, Ponderosa & Pajarito Acres/La Senda "A La WILD" If it is not a nuisance for the rich to have weeds, then why is it not ok for less influential neighborhoods??? From this, I can only deduce that not only does this county government have an unhealthy outlook towards people over the height of 6' but is also classist... This is unacceptable! I am aware this is still in the works, however, I am pointing out the many many issues!</p>	Revise Language to read “. Vegetation shall be removed or trimmed or removed to maintain a minimum clearance of 76 feet overhanging sidewalk height and 14 feet overhanging street height.”	The clearance of 6 ft was selected to match the Sight Visibility Triangle language within the Chapter 16 Development Code Section 4-2(C)(IV). Based on public comment this language is revised to 7 ft .
General and Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	<p>Los Alamos County has always seemed to have fostered the small businesses of Los Alamos though many of them struggle to make it. Many of these "Nuisance Ordinances" seek to subjugate and/or drive those businesses from town. Furthermore, I concur with John Bloodwood's statements in the letter to the editor that was published in LA Daily Post on July 28th, 2022. However, I would like to add a couple of thoughts. If I wanted a home with an HOA... I would have purchased a home with one!</p> <p>There are properties around town where garages aren't even a reasonable</p>	Revise language in Sec 18-38 Inoperable Vehicles to read “Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then	<p>The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.</p> <p>The section regarding outdoor storage is largely retained from the existing standards that are currently located in Sec. 18-44. - Outdoor storage of materials, which was assumed to be put into place due to previous community issues/concern. There were also a number of concerns regarding outdoor storage listed in the open-ended responses of the</p>



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		<p>possibility, also applicable to keeping things behind a fence in some cases. We have homes around town where the roof is at street level because of the lay of the land. Oddly enough... on the opposite side of the street the inverse problem where the street is a full house below the actual structure. Included in these are some places that could have a garage or car port if the county would allow such structures closer to the road.</p> <p>Also, many people that do these kinds of self-repairs do them so that they may eke out an existence in Los Alamos. Sometimes so that their children can have “Los Alamos” public schools on their college resume. Some are the ones doing service jobs around Los Alamos, repairing your cars, mowing your lawns, doing your yard work, working in the convenience store, hardware store, grocery store, fast food joint, at your favorite restaurant or bar, delivering your pizza, etc... These are the people that can’t afford a mechanic, let alone a home with a garage.</p> <p>Because of Covid, we’ve gotten a taste of what it’s like having a shortage of these workers... Do we as a county really want to drive the lower-income and blue-collar workers who remain away?</p>	<p>one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident’s name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way.”</p>	<p>community survey done late last year. The current draft is very similar to the existing standards in terms of prohibiting the storage of materials not customarily stored outdoors from public view. Concerns regarding regulation of outdoor storage have been voiced on both sides; concerns they are needed as well as the standards within this draft are too onerous. Not all communities include outdoor storage within the property maintenance codes, but those that do correlate to theories about property care & maintenance helping to reduce crime & violence. Direction from CDAB / Council is needed on the extent that outdoor storage should be regulated within the county. This section could be struck in its entirety or the standards revised to be less onerous to include exceptions for properties that don’t have garage to allow storage within covered carports for example.</p>
Sidewalks and driveways	Section 18-30 Sidewalks and Driveways	<p>For the long of it. Sec 18-30 Sidewalks and driveways "Sidewalks, walkways, stairs, driveways, parking spaces, and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions." To start with the county can't handle doing this with their own properties. Secondly, why does the public need to safely be in my driveway? That's trespassing! If I have a driveway it's on my land therefore someone other than those I allow to be there should not be there. Also, last I checked I do not own the sidewalk the county does if it's broken they should fix it</p>	<p>Revise language to read “Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial</p>	<p>Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.</p>



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		not the resident.	holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code.	
Accumulation of litter, garbage and refuse	Sec 18-32 Accumulation of litter, garbage and refuse	Sec 18-32 "All exterior property and premises, whether improved or vacant, shall be free from any accumulation of litter, garbage, refuse, or vegetative debris which causes or creates a fire, health, safety, or welfare hazard, except in approved receptacles for collection." Again the county can't handle this themselves. Look at all the abandoned commercial buildings all over town. To include many of their own! Also, believe it or not, I don't care if I see a dumpster. Besides one man's trash is another man's treasure! Who are you to say which is which on someone else's property?		Language regarding accumulation of rubbish / garbage are common in property maintenance codes to ensure that sites are kept in a clean and sanitary manner. This section was clarified based on existing language and the word excessive has been added to ensure that unreasonably small items or items are not an issue, which was not the intent of this section. Concerns regarding regulations geared toward safety and aesthetics have been raised on both side; a desire for more aesthetic concerns like the accumulation of litter, garbage or outdoor storage to be regulated as well as concerns that more aesthetic standards for requirements for screening of outdoor storage from public view being too onerous. Various communities draw the line differently, often those that contain more “aesthetic” regulations within their nuisance codes correlate to theories about property care & maintenance helping to reduce crime & violence. Direction from CDAB / Council is needed on the extent of more aesthetic regulations to include within the revised draft of this article.
Outdoor Furniture	Sec 18-33 Outdoor Furniture	Sec 18-33 Outdoor furniture Is not defined and is also subject to opinion. I can use a log, chair, trailer, trash can, etc. into a chair. It’s called upcycling.	Section 18-33 Outdoor Furniture Furniture, other than outdoor furniture10 as defined by this Article, shall be prohibited on any yard, unenclosed porch, deck balcony or other exterior areas of any premise.	Remove Section 18-33 Outdoor Furniture
Outdoor Storage	Sec 18-34	Sec 18-34 Outdoor storage "Outdoor storage or accumulation of items in residential zoning districts, consisting of but not limited to, junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony" This should include the county parking tractors in residential neighborhoods then. I am a contractor by trade, I recently purchased a small tractor intended for use building my residential property as well as servicing many other residents and commercial properties throughout town. By this code, I can no longer store this on my property and can not afford storage fees on top of everything else. Because of these reasons, I will be forced out of my home and no longer be able to service or fund Los Alamos County. "that are visible from any public street, sidewalk, alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of	Revise outdoor storage language to read “Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances</u> junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items <u>that are not manufactured or intended for storage or use on any residentially zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area.</u> that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision.	The section regarding outdoor storage is largely retained from the existing standards that are currently located in Sec. 18-44. - Outdoor storage of materials, which was assumed to be put into place due to previous community issues/concern. There were also a number of concerns regarding outdoor storage listed in the open-ended responses of the community survey done late last year. The current draft is very similar to the existing standards in terms of prohibiting the storage of materials not customarily stored outdoors from public view. Concerns regarding regulation of outdoor storage have been voiced on both sides; concerns they are needed as well as the standards within this draft are too onerous. Not all communities include outdoor storage within the property maintenance codes, but those that do correlate to theories about property care & maintenance helping to reduce crime & violence. Direction from CDAB / Council is needed on the extent that outdoor storage should be regulated within the county. This section could be struck in its entirety or the standards revised to be less onerous to include exceptions for properties that don’t have garage to allow storage within covered carports for example.



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		this provision." So I propose if this goes through the county will need to fund garages to be built to fit the owner's needs on every property that does not currently have one (i.e. 1 bay for a tractor, 1 for a project car, 1 for general repairs, and one for the tools to perform these). To do this any obstructions such as power lines, sewer lines, easements, setbacks, etc. will either need to be moved or ignored. That or the county needs to install a 100-car garage fully stocked for people to perform routine maintenance and other repairs on their cars free of charge	<p><u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children's play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County."</u></p> <p>Revise outdoor storage definition to read "Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children's play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter."</u></p>	
Rodent Harborage	Sec 18-35	Sec 18-35 Rodent Harborage. The county should also stop harboring gophers, bears, deer, skunks, snakes, birds, squirrels, etc. they are nuisances and eyesores. Bears, raccoons, and crows also litter an awful lot. I have often been paid to remove county harbored gophers as they invade private property. I've also been hurt on county property due to their harboring rodents, insects, vermin, or other pests.		The proposed draft regulations would apply to County-owned properties.
Inoperable or abandoned vehicles	Sec 18-38	sec 18-38 Inoperable or abandoned vehicles "Alternative for Personal Auto and Hobby Repair16: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights-of-way." I guess the county will also have to perform some major landscaping and development throughout town to allow space and access for this on every lot in Los Alamos, Being as we live on a mountain with canyons and hills. Save our virgin eyes from the horrors of the all-encompassing evils of an oil change! Seriously? I don't know about you but I can't afford mechanics as I know many of my neighbors can't either. I'm glad that the county thinks I'm rich, however, I am far from it. "Hobby activities" should this mean I can no longer care for my lawn and I should let it go to natural growth. Also grilling, smoking, or any other hobby should be prohibited as well then? What does that have to do with cars? This section is comical at best. When the county provides all with garages	Revise language in Sec 18-38 Inoperable Vehicles to read "Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or	The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.



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		this would be somewhat feasible.	<p>from view of a public right-of-way.</p> <p><u>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p><u>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</u></p>	
Authority to Enter	Sec 18-74	Sec 18-74 Authority to Enter "Where it is necessary to make an inspection to enforce the provisions of this Article, or whenever the Code Compliance Officer or Code Official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this Article, the Code Compliance Officer or Code Official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code. The authority to enter shall not include the interiors of private parties, dwellings or living quarters, or the portions of commercial premises used as dwellings, or the non-public portions of commercial premises, except upon obtaining a search warrant, or permission of the occupant thereof, or permission of the party responsible therefor in the event the premises are unoccupied. The provisions of this section do not apply in the event of explosion, fire, or like emergency." We don't rent from the county we own. This is actually called trespassing. No, you don't have permission to be on any of my property at any time unless I have scheduled or invited you of my own free will. The County put in smart meters, so		A Code Compliance Officer or Code Official would be required to obtain a search warrant or permission of the occupant thereof, or permission of the party responsible therefor in the event the premises are unoccupied to enter private property to conduct an inspection within a fenced are, not visible from the public right-of-way. Revise language to clarify. This language is standard within property maintenance codes. It is consistent with the International State Property Maintenance Code, State Statutes and the County Charter. Authority already exists and this section is compliant with NM Law.



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		propertied with these give the county no reason to step foot on an individual's property. Again this is criminal trespassing and I fully intend to press charges if this ever occurs in a non-emergency!		
Purpose	Sec 18-1	<p>The draft Nuisance Code seems to reflect the feedback gathered from the community and overall is well written. I do have some comments, mostly editorial, on the draft.</p> <p>ARTICLE I. NUISANCES</p> <p>18-1 Purpose Suggest adding a (footnote) referencing the NM Statute, 30-8-1. Public Nuisance, which authorizes counties and municipalities to establish and enforce a nuisance code.</p>	Revise language to read “The purpose of this Article is to promote the public’s health, safety, and welfare by establishing minimum standards governing the conditions and maintenance of property and structures to prevent the creation and continuation of public nuisances, as defined by this Article, and to provide a means for abatement <u>as authorized by State Law.</u> ”	
Scope	Sec 18-2	<p>18-2 Scope clean, safe, and sanity condition sanitary, safe, and structurally sound condition . . . (See 18-70) "Clean" and "sanitary" are redundant.</p>	<p>Add definition for clean “<u>Clean means free from litter, garbage, refuse, rodent harborage, pests, and other conditions that present hazards to human health.</u>”</p> <p>Add definition for sanitary “<u>Sanitary means hygienic and lacking any condition in which an accumulation of filth, trash, or waste is present in such a manner that the condition might constitute a health hazard.</u>”</p>	
Definitions	Division 5	<p>18-3/Division 5 Definitions Article I. Nuisances, lists definitions at the end of the section (Division5), while Article II. Noise, and Article III. Smoking, list definitions at the beginning of the sections. Consistency in official documents is important to making the document more reader-friendly. Defining terms upfront is more common, but either placement works, as long as placement is consistent throughout the entire document.</p>		Definitions are located at the end of the article to match current national best practices for code structure and to match the Chapter 16 Development Code updated structure.
Sidewalks and Driveways	Sec 18-30	<p>18-30 Sidewalks and driveways Are homeowners responsible for maintaining the structural integrity of sidewalks? Isn't that the County's responsibility? Please clarify this section.</p>	Revise language to read “Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code	Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.



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Obstructive Vegetation	Sec 18-31	<p>18-31 Obstructive Vegetation</p> <p>Although I would have preferred to have "weeds" retained in the ordinance, I understand that weeds were not a major concern of most respondents to the community survey. "Obstructive vegetation" seems to be a reasonable and enforceable approach to yard maintenance.</p> <p>Please consider adding a height limitation for vegetation in planting strips along streets. (Note that in White Rock, shrubs along Sherwood Blvd and Grand Canyon Ave are so tall that small children walking to and from Pinon School cannot be seen!)</p>		<p>The existing language of the Nuisance Article, specifically section 18-42, refers to weeds. The term “weed” and the appropriate enforcement thereof has created much debate within the community. The current draft utilizes vegetation rather than weeds and focuses County enforcement efforts on obstructive vegetation in areas that create public health and safety concerns, i.e. those overhanging sidewalks, public right-of-ways and required clear sight triangles.</p> <p>Vegetation within planting strips near intersections of streets or streets and driveways are regulated by the sight visibility triangles within Section 4-2(C)(IV) of the Chapter 16 Development Code. This section states “Landscaping, fences and walls, and shrubs shall not exceed 3 feet within the required sight visibility triangle. Signage and trees between 3 feet and 6 feet tall are prohibited within the required sight visibility triangle.”</p>
Outdoor storage	Sec 18-34	<p>18-34 Outdoor storage</p> <p>THANK YOU for including heavy equipment.</p>	<p>Revise outdoor storage language to read “Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties.</u> The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children’s play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County.”</u></p> <p>Revise outdoor storage definition to read “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned,</p>	



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			discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children's play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.</u> "	
Rodent harborage	Sec 18-35	18-35 Rodent harborage It shall be unlawful... No person shall be allowed to place, leave, dump or permit to accumulate . . . Please replace this awkward terminology throughout the document.	Revise language to read " It shall be unlawful for any person to <u>No person shall</u> place, leave, dump, or permit to accumulate any water, garbage, rubbish, or trash in any structure or premises so that the same may afford food or harborage for rodents or pests."	
Inoperable or abandoned vehicles	Sec 18-38	18-38 Inoperable or abandoned vehicles Alternative for Personal Auto and Hobby Repair Please clarify that this restriction applies only to inoperable vehicles, and also include carports as allowable workspaces. Residences in older sections of LA do not have garages.	See proposed revision in comment 1 on page 1 above.	The proposed revisions one page 1 provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.
Swimming pools, spas, hot tubs	Sec 18-39	18-39 Swimming pools, spas, hot tubs It shall be unlawful... Any swimming pool or similar body of water shall not be allowed to stagnate . . .	Revise language to read " It shall be unlawful to <u>No person shall</u> allow any swimming pool or similar body of water to stagnate, and become polluted or unsafe for its intended use."	
Responsibility for property maintenance	Sec 18-70	18-70 Responsibility for property maintenance in a clean, sanitary, safe, and structurally sound condition . . . (See 18-2) "Clean" and "sanitary" are redundant.	Add definition for clean " <u>Clean means free from litter, garbage, refuse, rodent harborage, pests, and other conditions that present hazards to human health.</u> " Add definition for sanitary " <u>Sanitary means hygienic and lacking any condition in which an accumulation of filth, trash, or waste is present in such a manner that the condition might constitute a health hazard.</u> "	
Violations	Sec 18-71	18-71 Violations g) add commas before and after "however"	Nothing in this Article ₂ however ₂ shall in any way limit or prevent the County from taking any legal or equitable actions necessary to abate a public nuisance, taking immediate measures to prevent the imminent harm to or loss of life or property, or abating conditions that present an imminent danger to the health, safety, and welfare of the public.	
Administration and Enforcement	Section 18-73	18.73 Administration and enforcement procedures Flow chart: 3rd tier "Courtsey Letter" should be Courtesy Letter Staff sends courtesy notice of violation letter notifying of violation and requesting voluntary abatement (redundant)	Revise flowchart to address comments.	



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Administration and Enforcement	Section 18-73	Priorities: Medium- and Low-Priority have the same timeframe for resolution. Suggest that Medium be 21 days and Low be 30 days.		Enforcement priorities are recommended to be adopted as an administrative procedure rather than being included in the code. Council and CDAB guidance is needed on this matter and to determine the appropriate timeframe.
Notice	Section 18-75	18.75 Notice (c) iv. The date and time of the Community Development Board Meeting. Delete. CDAB is an advisory board, not an appeals board. Should not be required to be included in the Notice.	Revise language to read “iv. <u>The contact person for the appropriate Code Compliance Officer or Code Official with whom to obtain more information.</u> The date and time of the next Community Development Advisory Board Meeting. ”	The existing Code language in Section 18-36 Notice requires that the date and time of the CDAB meeting be included in the notice. Upon direction from CDAB and Council, this language will be struck and replaced with a contact person for obtaining more information.
	Division 5 Definitions	Division 5. Definitions Exterior property means the open space . . .	Revise language to read “Exterior property <u>means</u> the open space on the premises and on adjoining property under the control of owners or operators of such premises.”	
	Division 5 Definitions	Infestation . . . signs of chewing., (comma, not period)	Revise infestation definition to read “Infestation means the presence, within or contiguous to, a structure or lot of insects, rodents, rats, vermin, or other pests such kind or in such numbers as to create a potential health hazard or nuisance, as identified by <u>rodent harborage and long-term habitation by or frequent presence of pests.</u> rodent sightings or sounds, rodent pathways, signs of chewing, rodent holes, nests, droppings, carcasses, or other evidence. ”	
	Division 5 Definitions	Inoperable vehicles (singular). . . Delete "or" before (d) and Add "or" before (e)	Revise Inoperable Vehicle definition to read “Inoperable vehicles means any vehicle, <u>including motorcycles,</u> meeting at least three (3) of the following conditions existing for more than 30 consecutive days: (a) does not have current state registration; (b) is extensively damaged (such damage including but not limited to any of the following: broken shattered or missing windows or windshield or missing wheels, tires, motor, or transmission); (c) is not capable of travel under its own power in its existing mechanical condition; or (d) is on blocks or similar devices; <u>or</u> (e) is partially or wholly dismantled <u>and not under active repair.</u> ”	
	Division 5 Definitions	Unsafe condition means unsafe conditions shall include	Revise language to read “Unsafe Condition means unsafe conditions shall that include, but shall not be limited to, any premises or any portion thereof which, as the result of the accumulation or collection of litter, dilapidated structures, or inoperable vehicles as defined herein, is or may be, an attractive nuisance to children or a danger to the life, premises, occupants, or safety of the public and any unguarded well, cesspool, excavation pit or hole which by virtue of abandonment, dilapidation, or lack of maintenance is a hazard to the public. “	
	Division 5 Definitions	Unsanitary condition means unsanitary conditions are those that pose . . . which may be evidence evidenced . . .	Revise language to read “Unsanitary Condition means unsanitary conditions are those that pose or may pose a threat, hazard, or nuisance to human health which may be evidenced <u>by one or more</u>	



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			of the following conditions: (1) fire or water damage; (2) infestation by rodents or other pests; (3) excessive amounts of litter or junk on the property; (4) abandoned pools or deposits of water that have been polluted; or (5) unclean animal enclosures.”	
General	Division 5 Definitions	General comment: Some definitions use numbers for lists, others use letters. Should be consistent. See Inoperable vehicles, Rodent harborage, Unsanitary condition.		The draft will undergo additional proofing to make numbering or lettering for lists consistent.
Noise and Smoking	Article II Noise and Article III Smoking	<p>ARTICLE II. NOISE</p> <p>18-92 Prohibited noise; decibel provisions.</p> <p>"It shall be a violation" and "It will be a violation" are used interchangeably in this Article. Please be consistent. Preferably rewrite to eliminate the phrase(s).</p> <p>Sec 18-94 Application for special permit.</p> <p>(a) and (b) Clarify which "manager". Also, change "he finds" and "he deems" to gender-neutral terms.</p> <p>ARTICLE III. SMOKING</p> <p>"It is unlawful" is used throughout this Article. Consider replacing with "No person shall."</p> <p>Thank you for considering these suggestions.</p>		Article II Noise and Article III Smoking are not included within the scope of this update.
Light Trespass and Enforcement		<p>Light trespass</p> <p>Light trespass is a very common nuisance where artificial light falls beyond the property it is intended to illuminate. Such light can be obtrusive to the adjacent property owner. Bright light trespass is an invasion of indoor space when shining through windows, and it ruins any sense of privacy in one’s yard after dark. It is a textbook example of a nuisance.</p> <p>The lighting ordinance aims to curb light trespass. Light trespass is mentioned in the outdoor lighting section (16-4-6) of the current draft of the LAC development code in the following sections: Purpose (4-6(A)2, low-voltage landscape lighting (4-6(E)4B, specialized lighting (4-6(G)5 and 4-6(G)6, roadway lighting (4-6(H)4), EMCs (4-8(F)(IV)15), and in the defined terms (16-6-2).</p> <p>Without an amortization clause, residents who are putting up with light trespass will have to live with it for the foreseeable future. There are many examples of egregious light trespass in Los Alamos County. The offending lights belong to the state, the county, businesses and neighbors. Affected residents are well aware of the problem.</p> <p>The nuisance code should provide a recourse for homeowners to have a light trespass problem fixed. Ideally, such problems would be resolved amicably between the parties involved. Should that fail, the county should step in —on a complaint basis — and enforce the provisions in the lighting ordinance regarding light trespass, regardless of whether the non-conformity would otherwise be allowed to continue.</p>		<p>Amortization of lighting falls within the scope of the Chapter 16 Development Code. The County has approved additional scope that allows the project team to take on a lighting subconsultant, Clanton & Associates, Inc. Lighting Design & Engineering. The subconsultant will review and revise the lighting section of Chapter 16. Guidance is needed from Council on the topic of an amortization clause.</p> <p>Council guidance indicated light trespass should not be included in Chapter 18.</p>



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		<p>To whom it may concern,</p> <p>I have discovered the proposed new nuisance laws and frankly I am concerned. If the goal is only keep the rich in town this is how it will be accomplished.</p> <p>The county can not decide to dictate what we can and can not keep on our property when they have the same nuisances existing. How can someone who does not have extra funds work on their car with no garage? Have you looked around? Many homes do not and can not accommodate building one either, even if the homeowner could afford it. I can understand wanting to keep up the "image" of the town but why doesn't the county focus on bringing more businesses into the empty buildings? Or tearing down long abandoned safety hazards like the hotel at the front of town? The county makes it so hard to live here much less own a business. Maybe some other restaurants besides McDonald's, Starbucks and sonic. Honestly their customer service is crap and maybe letting in another drive thru option would encourage more small businesses.</p> <p>So many small businesses have left just because the county makes it so difficult to own and operate one. The expenses here are higher, customers are driven elsewhere for cheaper prices, the county offers spots at local concerts to outside businesses rather than local ones (Sirphey for example), and now they are trying to limit what those businesses can store (i.e. heavy equipment, tractors, plows, etc.), as well as the prices for commercial space. Even the movie theater is gone and it was something everyone enjoyed. Covid hit everyone hard but the county hasnt given an inch to help. Infact often they have made these struggles even harder than they already were.</p> <p>At what point will the county focus on the messes they have created and stop creating more? Take a look at Trinity and Diamond intersection right now. The two lanes on Trinity with thousands of commuters attempting to get to and from the labs or other businesses is a mess and a joke. Have you seen people turning left at the intersection of Trinity and Diamond? They turn from the straight lane (possibly what happened with the Prius recently at that intersection or the little truck that forced its way in and rear ended the larger truck) or have to sit in traffic all the way to the high school. Someone is going to end up hurt!</p> <p>This is no longer the town I grew up in. It is now full of empty buildings, struggling businesses, and a government that cares more about the bottom line and the appearance than the well being of the people living here. I truly hope this can become the town it once was but this direction is not how that is accomplished!</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read “Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p><u>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident’s name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p><u>Alternative for Personal Auto and Hobby Repair: 15- Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way.”</u></p>	<p>The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance .</p>



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Hobby Repair	Sec 18-38 Inoperable Vehicles	<p>On reflection, I realized that there is one word I would like to add to the nuisance ordinance language that I discussed below (and which I have edited to fix typographical errors). That word is "negative", as in:</p> <p><i>"Repair, maintenance, or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes <u>negative impacts</u> to the neighborhood."</i></p> <p>This revised language recognizes that there are in fact positive impacts to working on one's vehicle in full public display.</p> <p>On 28 Aug 22 11:14 AM, Ryt, Randall wrote:</p> <p>On behalf of Council, I thank you for copying Council with your comments on the proposed nuisance code. I see that you have sent the message to the staff member who is compiling comments and drafting responses. I have also copied the consultant on this reply. Randall Ryt, County Council Chair</p> <hr/> <p>From: Sent: Sunday, August 28, 2022 10:37 AM To: Sayeda, Sobia <sobia.sayed@lacnm.us>; ~County Council <~CountyCouncil@lacnm.us> Subject: [EXTERNAL]LAC nuisance code review comments</p> <p>CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.</p> <p>Greetings Ms Sayeda and LAC Councilors - Upon review of the proposed update to Chapter 18 of the Los Alamos County Code of Ordinances, I have comments regarding the section entitled "Alternative for Personal Auto and Hobby Repair". The proposed section reads:</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read "Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p><u>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</u></p>	<p>The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance .</p>



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		<p><i>"Repair, maintenance, or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</i></p> <p>First off: wordsmithing: In one case the word "will" is used, and in another the word "shall." Is there a meaningful difference between these two terms in the ordinance, and if so, can that difference in meaning be clarified? Legal documents and guidance often ascribe specific meanings to terms like this. If there is no difference, use one and not the other.</p> <p>More wordsmithing: Both instances of the word "which" should use the word "that" instead.</p> <p>But the important part follows the "and". The author of this sentence seems to assume that dwellings in Los Alamos have a garage ("the garage") or even "fenced areas [that] are not readily visible from public rights of way". This is simply not realistic in parts of our town that were designed and built in the 1940s and 1950s, where garages and accessible back yards were simply not considered. Most homes originally had carports, and many of those have subsequently been converted into living spaces. To insist that garages or areas behind fences be used for vehicle repair is to prevent those without such assets from working on their vehicles. That is quite unfair.</p> <p>Working on one's vehicle is imperative for many residents. From simply changing oil or replacing tires to more extensive repairs, it makes vehicle ownership affordable. In some cases (mine included), as with many older vehicles, the owner MUST work on the vehicle, since there are no competent mechanics in the area for some specialized work. Besides, for many of us, working on vehicles, especially classic ones, is a hobby. Personally, I restore air-cooled Volkswagen buses as a hobby in the Eastern Area of town. And it is a great way to get to know one's neighbors, to boot. I have NEVER had a neighbor (or anyone else) complain about a restoration in progress in the driveway. Far from my vehicles being a "nuisance", on nearly a daily basis I have passersby comment on how much they enjoy seeing an old bus again, and they usually launch into some story about how they drove one across country back in the day. I have spent many hours chatting about these vehicles with other Los Alamos residents (and folks off The Hill, as well) to our mutual</p>		



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		<p>enjoyment, and have made many friends that way. This sort of interaction helps to build our community. It truly adds to the fun of living in Los Alamos.</p> <p>So, how to fix the proposed language? This is simple: Simply strike the language following and including the "and", and put the emphasis on minimizing only negative impacts:</p> <p><i>"Repair, maintenance, or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes negative impacts to the neighborhood."</i></p> <p>Please consider making this change. It works to the benefit and improvement of life in Los Alamos.</p>		
Sidewalks and driveways	Sec 18-30 Sidewalks and Driveways	<p>Sidewalks and driveways</p> <p>Please limit the language to sidewalks only. Otherwise, the county is being too intrusive. Homeowners are already subject to safety liability as a motivation to maintain safe passage along their non-right-of-ways. Whether or not they should have a skate ramp in their driveway, or a tricycle, etc., should not be at the discretion of the public.</p>	<p>Revise language to read "Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code.</p>	<p>Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions. Walkways, stairs, driveways, parking spaces and similar areas are included in this requirement to ensure access to structures for emergency services.</p>
Compost	Sec. 18-32 Accumulation of litter, garbage, and refuse	<p>Dear Ms Lawlis:</p> <p>I read in the Los Alamos Reporter that you are accepting comments till September 2. I also read Elizabeth Church's letter "Nuisance Code Revision: Los Alamos Is Not A Homeowners Association" in the reporter.</p> <p>While I agree with the title of Church's letter, I don't think her justification, which is essentially "think of the poor people", is necessary. Our county is not a homeowners association. Restricting what we do with our yards and homes for safety is appropriate. Restrictions for style and uniform appearance are not.</p> <p>I read the proposed Chapter 18 at https://www.lacchp18update.org/post/draft-chapter-18-nuisance-code-</p>	<p>Revise language to read "All exterior property and premises, whether improved or vacant, shall be free from any accumulation of litter, garbage, refuse, or vegetative debris which causes or creates a fire, health, safety, or welfare hazard, except in approved receptacles for collection. Every property owner or occupant shall dispose of all litter, garbage, refuse, or vegetative debris in a clean and sanitary manner by placing such materials in approved receptacles for collection, or by taking it to an approved disposal facility. Dumpsters and similar large receptacles shall be shielded from the public view per the requirements outlined in Section 16-4-4(E)(IV) of the Development Code. Compost piles shall be <u>contained or covered to</u> screened from public view and shall be kept covered, except while turning to ensure contents are not windblown. All other such receptacles shall be kept in orderly manner and may only be moved to the curb <u>no earlier than 5:00 pm the day prior to the</u></p>	<p>Revise language to provide more flexibility for composting.</p>



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		<p>update-available-for-review.</p> <p>Overall it seems OK. Here are a few comments or objections:</p> <p>* In Section 18-32 on page 5 the proposed chapter says:</p> <p>Compost piles shall be screened from public view and shall be kept covered, except while turning to ensure contents are not windblown.</p> <p>I agree that we should ensure that contents are not blown by the wind, but I don't agree that the County should prohibit composting in public view.</p>	<p>day of collection as determined by the collections schedule set forth by the County.”</p>	
Outdoor Storage	Sec 18-34 Outdoor Storage	<p>* Also on page 5 the proposed chapter says:</p> <p>Outdoor storage or accumulation of items in residential zoning districts [...] heavy equipment [...] shall be prohibited within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, alley or from the ground level of abutting properties.that are visible from any public street, sidewalk, alley or from the ground level of abutting properties.</p> <p>I like living in Los Alamos because of the other people who live here. I like that many of them are the kind of people who buy serious tools and heavy equipment. I think we should be free to put our heavy equipment at least anywhere we could put a car.</p>	<p>Revise outdoor storage language to read “Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances</u> junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children’s play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County.”</p> <p>Revise outdoor storage definition to read “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment,</p>	



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			inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children’s play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.”	
Hobby repair	Sec 18-38 Inoperable or abandoned vehicles	<p>* In Section 18-38 on page 6, the proposed chapter says:</p> <p>Inoperable or abandoned vehicles. [...] Alternative for Personal Auto and Hobby Repair16: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights-of-way.</p> <p>Again, we have lots of people here who work on their cars in public view. I like that.</p>	See proposed revision in comment 1 on page 1 above.	The proposed revisions one page 1 provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.
Exterior surfaces protective treatment	Sec 18-51 Exterior Surfaces Protective Treatment	<p>* In section 18-51, the proposed chapter says:</p> <p>Exterior Surfaces Protective treatment. Exposed exterior metal and wood surfaces, other than decay-resistant woods, shall be protected from the elements, rust, corrosion, and decay by painting or other weather-coating protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight.</p> <p>This is OK as long as the restrictions are limited to safety issues. Restrictions for style and uniform appearance are not OK.</p>	<p>Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good repair. Exposed exterior metal and wood surfaces shall be <u>rated for exterior use to ensure that they retain their quality over time and shall be</u> protected from the elements, rust, corrosion, and decay by painting or other weather-coating protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight.”</p>	Revise language to provide a more minimal requirement focused on safety.
Hobby Repairs	Sec. 18-38 Inoperable or abandoned vehicles	<p>Hello, everybody.</p> <p>I have read the proposed nuisance ordinance updates and have two thoughts as they pertain to my home on Orange street, Western Area 2, by the Denver Steels:</p>	See proposed revision in comment 1 on page 1 above.	The proposed revisions one page 1 provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.



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		1. The requirement that all vehicle maintenance be performed in a garage imposes a significant burden on neighborhoods with small houses and small lots. It would be nice to see some wording allowing minor maintenance tasks in our driveways.		
Outdoor Storage	Sec 18-34 Outdoor Storage	2. The "Outdoor Storage" section looks like it could prohibit me from parking my bicycle in my driveway bike shed. Some wording here addressing vehicle and/or bicycle storage would be helpful, especially as e-bikes, which can weigh upwards of 75 pounds, are becoming more popular.	<p>Revise outdoor storage language to read “Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances</u> junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children’s play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County.”</u></p> <p>Revise outdoor storage definition to read “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game</u></p>	



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			<u>and leisure equipment; children's play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter."</u>	
		<p>I also wonder if Luminarias should be specifically allowed, since these appear to be prohibited by the current document.</p> <p>Thanks for your attention,</p>		The proposed language is not intended to prohibit luminarias.
Hobby Repairs	Sec. 18-38 Inoperable or abandoned vehicles	<p>I am writing because I oppose a lot of what is going into the County's nuisance code. I want a code that addresses specific public health, safety, and welfare, and avoids cosmetic issues. Especially where the issues are more a matter of personal choice, and do not physically harm others.</p> <p>One such issue is vehicle maintenance. Although I do not work on my car, I have no problem if others do. I do not have a garage, off-street parking, the ability to get a car into my yard and it is not fenced for privacy if I could. That is an unrealistic and discriminatory expectation, much less a reasonable code.</p>	See proposed revision in comment 1 on page 1 above.	The proposed revisions one page 1 provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.
General		<p>And my garden is planted for pollinators and other wildlife. It is not harming anyone.</p> <p>I especially would not want to put up a privacy fence. That locks me in and blocks my connection to my neighbors. Being fenced in disrupts a sense of community, and has mental health and isolation ramifications.</p> <p>People in Los Alamos want to enjoy their properties freely. I do not want to live in a HOA, where bullies and the power hungry arbitrarily impose their will.</p> <p>Please stick to codes that directly protect the public's health, safety, and welfare.</p> <p>Thank you,</p>		The proposed update aims to focus on conditions that may threaten public health, safety, and welfare, as stated in the purpose statement.



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Inoperable Vehicles Hobby Repair and Outdoor Furniture	Sec 18-38 and Sec 18-33	<p>I write to comment on the county’s proposed changes to the nuisance code. I write on behalf of myself and others who reside in this gorgeous setting but who do not benefit from the high salaries and extraordinary benefits paid to LANL workers. I am a writer. On average, writers in this country make \$20,000 per year. Others who live here – and contribute to the rich fabric of this town – are teachers and nurses, grocery store workers, day care providers, arborists and carpenters. The proposed code will have a serious, negative impact on seniors and others living on fixed incomes.</p> <p>Los Alamos is not a homeowners association, and yet the code reads as if it were. Much attention has already been paid to the proposed code’s snobbish approach to home-based car repairs. Other aspects of the code as proposed have not received as much attention, such as the provision that would ban homeowners from keeping an upholstered chair or couch on a covered front porch – the code specifies that that kind of non-waterproof furniture would be prohibited. It does not speak to whether or not the furniture is in good shape or comfortable to someone who simply wants to sit and watch the world go by. Instead, it defines quite specifically what type of furniture an individual may keep on the porch. If this is about ratty, vermin-infested furniture left out to decay, that’s another matter. The code does not distinguish.</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read “Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure, to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</p> <p>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident’s name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</p> <p>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way.”</p>	The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance. Remove Section 18-33 Outdoor Furniture.



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Exterior Surfaces protective treatment	Sec 18-51	And what is a homeowner to do when the exterior paint begins to peel – which it will, in our climate? Paint – and not the best paint – is currently running at \$50 a gallon. The cost of paying someone to paint is even more prohibitive. What is someone who does not boast of a \$100k salary do when the code enforcers spot an infraction? What does an elderly person on a limited income do? What does a teacher or nurse or social worker or clerk in a store do when already faced with childcare expenses, uncovered medical expenses, the expense of food and utilities? Does the county genuinely wish to force residents to choose between paying medical bills and making certain that no peeling paint is visible? Does the county next intend to dictate what colors someone may paint their home?	Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good repair. Exposed exterior metal and wood surfaces shall be <u>rated for exterior use to ensure that they retain their quality over time and shall be protected from the elements, rust, corrosion, and decay by painting or other weather-coating protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight.</u>	Revise language to provide a more minimal requirement focused on safety.
General		<p>The building code enforcement section of local government has come under intense scrutiny in court. Recently, a business I patronized in Albuquerque for years indicated that it will no longer install windows in Los Alamos, due to the intransigence of the building code enforcers. Now, the county wants to embark upon a program of eradicating peeling housepaint? Does the county truly want to generate more litigation, this time featuring a different section of county operation? Do we really want to spend county resources going to court to enforce removal of a chair from someone’s porch or balcony?</p> <p>A nuisance code serves numerous wonderful purposes: health, safety, and public welfare. These updated provisions are only tangentially related to genuine concerns regarding those matters. They are, instead, snobbish and discouraging to those who want to make this town their home. You can build as many homes as you want up here in an effort to encourage people to live here rather than in surrounding areas – but no one will want to live in this town if it continues to use “health and safety” as a justification for elitism.</p> <p>Thank you for your consideration.</p>		The proposed update aims to focus on conditions that may threaten public health, safety, and welfare, as stated in the purpose statement.
General		<p>Why shouldn’t “aesthetics” be considered in the nuisance code?</p> <p>It should be.</p> <p>Are people proud of the appearance of their property, community, etc. or not? Are they too lazy to keep things neat? Or, some may not know how? Los Alamos County should be one of the most attractive communities in the country. It is NOT.</p>		Members of the public have expressed the desire for regulations to include aesthetic considerations and, conversely, the desire for regulations to be focused only on safety concerns without any aesthetic considerations. Other communities include a balance of aesthetic and safety considerations in their codes and that balance looks different for each community. Aesthetic related regulations often rely on theories about property care and maintenance reducing crime.



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		<p>What do visitors see? When our children, who grew up in White Rock return for visits, they invariably comment on the many rundown, overgrown, weed infested, etc. properties; how ugly the overall appearance of much of White Rock and Los Alamos is.</p> <p>It is hard to understand.</p>		
Sidewalks and Driveways	Sec. 18-30	<p>SIDEWALKS</p> <p>The county builds the sidewalks; they should maintain them.</p>	<p>Revise language to read “Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x[1] of the Development Code. <u>This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code.”</u></p>	<p>Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.</p>
Hobby Repair	Sec 18-38 Inoperable Vehicles	<p>For working on my car.</p> <p>Please.</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read “Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p><u>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the</u></p>	<p>The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.</p>



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			<p><u>front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p><u>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</u></p>	
Outdoor Storage	Sec 18-34 Outdoor Storage	<p>I read the Chapter 18 updated July 2022 draft. I oppose this code as written.</p> <p>Sec 18-34 should be modified to apply to the front yard only. (On a related note, the County needs to relax its restrictions on erecting multiple sheds.)</p>	<p>Revise outdoor storage language to read "Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties.</u> The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children's play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have</u></p>	



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			<p><u>been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County."</u></p> <p>Revise outdoor storage definition to read "Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children's play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter."</u></p>	
Hobby Repair	Sec 18-38 Inoperable Vehicles	Sec 18-38 should be modified to allow maintenance and repairs that begin and end within a reasonable time period (such as a week).	<p>Revise language in Sec 18-38 Inoperable Vehicles to read "Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p><u>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively</u></p>	The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.



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			<p><u>being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</p>	
Obstructive Vegetation	Sec 18-31	Overgrown vegetation "on the portion of the public right-of-way abutting thereon", that is, vegetation on County land, cannot be the responsibility of owners of adjacent property. (Perhaps the County should transfer land ownership of such portions to homeowners.)	Revise Language to read "The owner or occupant of any property shall destroy, remove or trim <u>or remove</u> all trees, plants, shrubs or vegetation, or any parts thereof, which overhang or extrude into any abutting sidewalk, public right-of-way, planting strip, clear sight triangle per Section 16-4-2(C)(IV) or adjacent property in such manner as to obstruct or impair the free and full use of the sidewalk or street, including the interruption or interference with the clear vision of pedestrians, bicycles, or persons operating vehicles thereon, and including interference with traffic signs, poles, wires, pipes, fixtures or any other part of any public utility situated in the street or public rights of way. Vegetation shall be removed or trimmed <u>or removed</u> to maintain a minimum clearance of 76 feet overhanging sidewalk height and 14 feet overhanging street height."	Current draft language requiring property owner maintenance is consistent with regional and precedent community practices. Rio Rancho includes responsibility for sidewalk maintenance for property owners within Nuisance Code. Albuquerque, Alamogordo, and Rio Rancho place responsibility for maintenance of adjacent planting strips within Streets/Public Improvements section of their codes. This particular recommendation has raised public concern. The project team needs direction from CDAB and Council on whether this content should be struck from the draft or retained.
General		Overall, I support George Chandler's statements (L A Daily Post 8/8/22), such as: "There needs to be more thought put into setting reasonable objective standards for determining whether there is a threat to health safety and welfare" and "Send this back to DPS for more work and direct them to be sensitive to the needs of the older neighborhoods".		The proposed update aims to focus on conditions that may threaten public health, safety, and welfare, as stated in the purpose statement.
General		Hi Councilors; I was just reading the last 2 versions of the new code. Both are redlined and neither indicates if it's the most recent.		A clean version of the July 2022 draft is available online at https://www.lacchp18update.org/files/ugd/0fefb3_c2ba8c39babd4129a25e7db1cc1cd2f5.pdf
General		I disagree with Mrs. Chandler as far as needing to have the ordinance address esthetics. I think the terms "good repair" and "esthetics" go hand in hand. However there is NO definition of the term "good repair" or even for "structurally sound" !		Members of the public have expressed the desire for regulations to include aesthetic considerations and, conversely, the desire for regulations to be focused only on safety concerns without any aesthetic considerations. Other communities include a balance of aesthetic and safety considerations in their codes and that balance looks different for



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				each community. Aesthetic related regulations often rely on theories about property care and maintenance reducing crime.
Definitions	Division 5	Depending on whether your talking about a home or a block wall or a wood fence there is a great deal of difference in what people consider "proper state of repair", "good repair" and "structurally sound" that the EXACT definitions of those NEED to be included. Page 15 in one of the versions states: "In good repair means in a condition where the structure fulfills its intended use and meets all other code requirements." is NOT an exact definition ! Especially when there are NO specific code requirements in regard to the situation. I'm especially concerned about dead trees	<p>Revise good repair definition "In good repair means in a condition where the structure fulfills its intended use, <u>is safe and functional</u>, and meets all other code requirements."</p> <p>Add structurally sound definition "Structurally sound means substantially free from flaw, defect, decay or deterioration to the extent that the building or structure or structural member is capable of adequately or safely accomplishing the purpose for which it was intended or designed."</p>	Revise language to clarify definition and add a structurally sound definition
Dead and dying trees		<p>Both versions state: "Unsafe Condition means unsafe conditions shall include, but shall not be limited to, any premises or any portion thereof which, as the result of the accumulation or collection of litter, dilapidated structures, or inoperable vehicles as defined herein, is or may be, an attractive nuisance to children or a danger to the life, premises, occupants, or safety of the public and any unguarded well, cesspool, excavation pit or hole which by virtue of abandonment, dilapidation, or lack of maintenance is a hazard to the public." BUT this is not addressed in the vegetation paragraph.</p> <p>The "scope" only describes how far the code goes. Therefor "Sec. 18-32Scope The provisions of this chapter Article shall govern the minimum conditions and the responsibilities of a persons for maintenance of structures, including all existing residential and nonresidential structures, premises, and exterior property within the county. Property, structures, and premises shall be maintained in a clean, safe, and sanity condition and shall not cause or create a health, safety, or welfare hazard." is supposed to be specified in the following code itself.</p> <p>I've been harping on the Council for over 3 years now to include dead or dying (mostly dead) trees as currently code enforcement cannot do anything about the great safety hazard to vehicles and pedestrians posed by obviously dead or dying trees falling onto sidewalks and roads.</p> <p>The trees that have fallen on the golf course the last 2 years positively proved that trees do NOT always fall with the prevailing wind ! They fall in the direction of their weakest interior portion.</p>	<p>Revise language in Sec 18-32 Accumulation of Litter, garbage, and debris to read "All exterior property and premises, whether improved or vacant, shall be free from any accumulation of litter, garbage, refuse, or vegetative debris which causes or creates a fire, health, safety, or welfare hazard <u>or unsafe condition</u>, except in approved receptacles for collection. Every property owner or occupant shall dispose of all litter, garbage, refuse, or vegetative debris in a clean and sanitary manner by placing such materials in approved receptacles for collection, or by taking it to an approved disposal facility. Dumpsters and similar large receptacles shall be shielded from the public view per the requirements outlined in Section 16-4-4(E)(IV) of the Development Code. Compost piles shall be <u>contained or covered to screened from public view and shall be kept covered, except while turning</u> to ensure contents are not windblown. All other such receptacles shall be kept in orderly manner and may only be moved to the curb <u>no earlier than 5:00 pm the day prior to the day</u> of collection as determined by the collections schedule set forth by the County."</p> <p>Revise language in Sec 18-30 to read "Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x[1] of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code."</p>	<p>Sec 18-32 Accumulation of Litter, garbage, and debris is intended to address dead and dying trees which present a fire or other hazard in the term "vegetative debris". The proposed revision to the left adds the term "unsafe condition" to this section to clarify the requirement.</p> <p>The language in Sec 18-30 Sidewalks and driveways addresses obstructions within the public right of way. The proposed revision to the left is intended to clarify this requirement.</p>



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		<p>But trees are addressed in the new code ONLY as far as they are an obstruction of sidewalks and roads: Sec 18-31 Obstructive vegetation. And how do you keep a tree in "good repair" ???</p> <p>A specific paragraph stating clearly that any tree that is obviously dead, i.e. large sections of bark missing and no leaves, dying trees, i.e. more than 1/4 of the tree is missing leaves or needles or the needles are brown (an indication the tree is infested with bark beetle larvae),</p>		
Accessory Structures	Sec 18-37	<p>Under the current code, the code enforcement officers tell me the pictures I have attached of the fence line I see every time I open my door meet code, even though both fences (1 fence line covering 4 houses) of the middle 2 houses are falling down, propped up with boards and have damaged and missing boards.</p> <p>The term "deterioration" is defined but in code only used to the condition of "structural members".</p> <p>And "In good repair means in a condition where the structure fulfills its intended use and meets all other code requirements."</p> <p>When it comes to fences one version states: "Accessory structures All accessory structures, including detached garages, fences, and walls, shall be maintained to be structurally sound and in good repair. "</p> <p>This is similar to circular reasoning in that "structurally sound" in regards to a wood fence is subjective. Do these fences meet their intended purpose ??? Who can say ? Obviously as far as the home owners are concerned they do. And what is considered "good repair" of a fence ?</p> <p>These are 2 story homes and I feel anyone who can afford a 2 story home in expensive Los Alamos can afford \$50 for a 12 piece pack of pressure treated fence board and less for non pressure treated: https://www.homedepot.com/b/Pressure-Treated/N-5yc1vZ1z0n5mi/Ntk-elasticplus/Ntt-fence+boards?Ntx=mode+matchpartialmax&NCNI-5&visNavSearch=fence%20boards</p> <p>When it comes to fences the code should clearly state: "Walls and fences (cinder block and/or brick) must be maintained in a like new condition. They must be self standing and not held up by propping of any kind. Missing blocks/bricks must be replaced. Blocks/bricks with holes must be patched. Damaged or missing wood fence boards must be replaced. Painted cinder block, brick, and wood walls and fences must be maintained with no extensive peeling, discoloration, or splotchy</p>	<p>Revise good repair definition "In good repair means in a condition where the structure fulfills its intended use, <u>is safe and functional</u>, and meets all other code requirements."</p> <p>Add structurally sound definition "Structurally sound means substantially free from flaw, defect, decay or deterioration to the extent that the building or structure or structural member is capable of adequately or safely accomplishing the purpose for which it was intended or designed."</p>	<p>Members of the public have expressed the desire for regulations to include aesthetic considerations and, conversely, the desire for regulations to be focused only on safety concerns without any aesthetic considerations. Other communities include a balance of aesthetic and safety considerations in their codes and that balance looks different for each community. Aesthetic related regulations often rely on theories about property care and maintenance reducing crime. Direction from Council is needed on this topic.</p>



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		<p>painted sections, i.e. replaced blocks, bricks, and wood must be painted in a very closely matching color. (Note: Lowes, Home Depot, Ace, and any paint store can match the current weathered color with a small sample of the current color).</p> <p>Thank you, Have a Beautiful Day and Stay Well</p>		
Hobby Repairs	Sec 18-38	<p>Dear Jessica,</p> <p>I strongly oppose any nuisance code with language prohibiting openly working on a vehicle.</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read “Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p><u>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident’s name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p>	<p>The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.</p>



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			Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."	
General		<p>Dear Council Members:</p> <p>Please do NOT approve the nuisance code/ ordinance tonight as written. There are so many issues with this, I don't even know where to begin.</p> <p>In law, there is the idea of "least restrictive means." Meaning, how can we accomplish the outcome we want, while using the least restrictive means possible? Here, the County is overreaching their boundaries and has seemingly aimed for the *most* restrictions they can possibly place on homeowners. Instead of looking for the "least restrictive means," the County appears to be trying to legislate homeowners out of the right to use and enjoy their property and the general benefits of being a homeowner. Not to mention, the Code treats all properties the same, whether it's a 1950's quad unit or a brand new 3-garage home in Ponderosa Pines. The end result is going to be older and middle-to-lower income residents and homeowners bearing the brunt of the majority of the violations.</p> <p>Thanks to the quirky geography and how this town was built, many homeowners in LA do not have the option of working on their car in their backyard or "an enclosed area," or storing items to be taken to the dump in an enclosed location. And what interest does the county have in the crack in my driveway or the rotting piece of siding on the side of my house?</p> <p>Everything is couched in terms of "safety" and "welfare" for the community but let's all admit that is a BS argument. The community is not less safe because I have an uneven porch or peeling paint or broken bricks next to my front door. The community is not at risk because I have an old car in my front yard or a couch on my deck that can be seen from the street.</p>		The proposed revisions aim to provide the minimum standards necessary to support the purpose statement and to guard the health, safety, and welfare of the public.
Accumulation of litter, garbage, and debris	Sec 18-32	There are already nuisance laws in place that can be relied upon in the event that someone's use and enjoyment of their property is being infringed upon by another. Fair enough. The county should not be involved in making sure that my compost pile doesn't blow leaves into my neighbor's yard.	Revise language to read "All exterior property and premises, whether improved or vacant, shall be free from any accumulation of litter, garbage, refuse, or vegetative debris which causes or creates a fire, health, safety, or welfare hazard, except in approved receptacles for collection. Every property owner or occupant shall dispose of all litter, garbage, refuse, or vegetative debris in a clean and sanitary manner by placing such materials in approved receptacles for collection, or by taking it to an approved disposal facility. Dumpsters and similar large receptacles shall be shielded from the public view per the requirements outlined in Section 16-4-4(E)(IV) of the Development Code. Compost piles shall be <u>contained</u>	The proposed revised language to the left is intended to provide more flexibility for composting.



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			or covered to <u>screened from public view and shall be kept covered, except while turning to ensure contents are not windblown. All other such receptacles shall be kept in orderly manner and may only be moved to the curb no earlier than 5:00 pm the day prior to the day of collection as determined by the collections schedule set forth by the County."</u>	
Authority to Enter	Sec 18-74	Can the county set standards for public ways like sidewalks and streets? Sure. Can the county request homeowners to take actions when there are real hazards involved like trees close to power lines or construction materials protruding into the street? Sure. Can the county officials just wander into my backyard to check the condition of my pergola? NO. There are lines that can be drawn, must be drawn, to protect and respect the rights of the community. There IS a least (or lesser) restrictive means to respect the property & home owners rights and keep the community safe, and surely the County has access to attorneys who can craft ordinances like that. Has the county even attempted to do that? Not according to the Nuisance Code as it's written.	Revise language in Section 18-74 to state "Where it is necessary to make an inspection to enforce the provisions of this Article, or whenever the Code Compliance Officer or Code Official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this Article, the Code Compliance Officer or Code Official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code. The authority to enter shall not include the interiors of private parties, dwellings or living quarters, or the portions of commercial premises used as dwellings, or the non-public portions of commercial premises, except upon obtaining a search warrant, or permission of the occupant thereof, or permission of the party responsible therefor in the event the premises are unoccupied. Code Compliance Officer or Code Officials shall obtain a search warrant, or permission of the occupant thereof, or permission of the party responsible therefor in the event the premises are unoccupied, prior to entering the interiors of private parties, dwellings or living quarters, or the portions of commercial premises used as dwellings, or the non-public portions of commercial premises. Where it is necessary to make an inspection to enforce the provisions of this Article, or whenever the Code Compliance Officer or Code Official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this Article, the Code Compliance Officer or Code Official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code. The provisions of this section do not apply in the event of explosion, fire, or like emergency."	Revise language to clarify requirement that a warrant or property owner permission is required prior to entering into private property areas for inspection.
General		Further, in the code, the County needs to separate out commercially owned properties (or those for commercial use) from privately owned ones. Commercial property owners have a legally higher standard of maintenance and a legally higher duty to patrons to maintain their premises in good condition and notify the public of dangerous conditions. They also should have a higher duty to the community to keep their buildings presentable and in decent repair. Many of the commercial properties in town share and benefit from parking lots, green spaces, county streets and thoroughfares, and - as it appears currently - preferential treatment at times from county officials. Accordingly, commercial properties should be reasonably expected to keep their properties in working order with an eye to having an exterior that is clean and well-maintained.		Members of the public have expressed the desire for regulations to include aesthetic considerations and, conversely, the desire for regulations to be focused only on safety concerns without any aesthetic considerations. Other communities include a balance of aesthetic and safety considerations in their codes and that balance looks different for each community. Aesthetic related regulations often rely on theories about property care and maintenance reducing crime. Direction from Council is needed on this topic.



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		<p>I understand the County and community interest in attending to certain properties which are in such disrepair or so much of an eyesore that the entire town feels affected. But don't punish the whole to get at the one or the two. Don't punish the property owners and taxpayers (!!) who purchased a home partially so that they COULD do their own repairs, renovations, remodels, enjoy their decks, allow their children to freely leave bikes and toys in the yard, and feel the satisfaction of being in their own space.</p> <p>Of course some people, to the great discomfort and annoyance of their neighbors, take full advantage of home ownership and "let it all hang out," so to speak. That's where HOA's really come in handy. But this is not the county's problem - the county should be VERY limited in its involvement in this realm of private home ownership!</p> <p>Going back to the least restrictive means: if it's not genuinely hazardous or putting the community at risk or affecting the use and/or safety of a public right of way, the County should be asking "is this something the County should be responsible for? Is this something the County should be monitoring?" You could also ask, "Is this something that necessitates the investment of the County's money, time, and resources?" Because I'm pretty sure we can all think of higher priorities for the county, and better use of its resources, than worrying about the cardboard boxes or weeds in my front yard.</p>		
Violations	Sec 18-71	<p>Lastly, the clause that "each calendar day will be a separate violation" is ridiculous. We all know that one cannot get instant or easy access to materials or decent workers here. Heck, when a major emergency happens - like a flooded basement or electrical hazard - it can take weeks just to get someone to return your call! (And Some might say that this the county's fault, in a way... with its reputation for being a hindrance to small businesses succeeding here...) So for the county to come in and say each day could result in a separate violation punishable by criminal offense (criminal offense?!?), knowing full well the lack of general maintenance and repair services and materials available in northern New Mexico, feels unjustly punitive indeed.</p> <p>Any violation (though there should be significantly fewer than what is listed in this draft) should have a grace period. Perhaps there should even be a cap as to how many violations the County can issue to a homeowner per month/year. Given the on-going debacle with Sirphey, and how the issue started out (with violations), it is not far-fetched to think the County could abuse this nuisance code as it's currently written.</p> <p>Really, there are so many things wrong with this code, it would be best to toss the whole thing and start over with what the county should ACTUALLY be caring about. Start there and ask "what are the least restrictive means we could use to accomplish this?"</p>		<p>This language is based on an existing standard and code enforcement practice within the County. Los Alamos Code Sec. 1-8(a) states "General penalty and continuing violations. Whenever in this Code or any rule or regulation promulgated under the provisions of this Code any act is prohibited or declared to be unlawful or an offense or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense, where no specific penalty is provided therefor, any person who shall be convicted of the violation of any such provision of this Code shall be punished by a fine not exceeding \$500.00 or by imprisonment not exceeding 90 days, or by both such fine and imprisonment. Every day of any violation of this Code constitutes a separate offense."</p>



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		It's becoming more and more the case that people who work here and participate in our town life are lucky if they have the opportunity and means to LIVE here. Don't put yet more obstacles in place for potential (or current) homeowners to invest in this community.		
Sidewalks and Driveways	Sec 18-30	1) Sidewalk maintenance that includes clearing of brush, vegetation, snow, debris, rock, dirt, etc. is good, but I think homeowner repair or replacement might be onerous.	Revise language to read "Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x[1] of the Development Code. <u>This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code."</u>	Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.
Administration and Enforcement Procedures	Sec 18-73	2) In the section that allows for complaints by one homeowner against another, I think it would be good to remind people that their complaints are not anonymous and that their identity is not protected in the event of an IPRA. Thank you!		Public records requests are governed by the Inspection of Public Records Act (IPRA), NMSA 1978, §14-2-1 to – 12. Communicating these requirements to members of the public reporting a suspected violation is recommended to be an administrative practice, and not included in the code language.
Sidewalks and Driveways	Sec 18-30	Sobia: Can you confirm that the sidewalks referenced in Section 18-30 of the Chapter 18 rewrite are the public sidewalks that parallel the street in front of properties? Most of the objections we are hearing is the notion that property owners would be held responsible for maintenance of the public sidewalks. The rest of 18-30's reference to "walkways, stairs, driveways, parking spaces and similar areas" you could read to mean areas on private property. Please clarify whether "sidewalks" does refer to the public sidewalks that seem to be the point of contention for this section. Thanks,	Revise language to read "Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x[1] of the Development Code. <u>This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code."</u>	Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions. Walkways, stairs, driveways, parking spaces and similar areas are included in this requirement to ensure access to structures for emergency services.
Sidewalks and Driveways	Sec 18-30	Sorry, I caught a meaningful error/typo in my comment to you. Please use this for sidewalks and driveways.	Revise language to read "Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to	Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions. Walkways, stairs, driveways, parking spaces and similar areas are included in this requirement to ensure access to structures for emergency services.



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		<p>Last sentence was riveted to say “should not be”</p> <p>Thank you!</p> <p>Sidewalks and driveways Please limit the language to sidewalks only. Otherwise, the county is being too intrusive. Homeowners are already subject to safety liability as a motivation to maintain safe passage along their non-right-of-ways. Whether or not they should have a skate ramp in their driveway, or a tricycle, etc., should not be at the discretion of the public.</p> <p>Also, please remove language about sidewalk repair. This should be within the domain of the county. All residents use the sidewalk, one homeowner should not be responsible for fixing it.</p> <p>The only repair options that might be reasonable would be excessively, crumbling cement stairs that lead to utility access or mail delivery.</p>	<p>maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x[1] of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code.”</p>	
Outdoor Furniture	Sec 18-33	<p>Please consider the following comments for the nuisance code draft.</p> <p>Outdoor furniture Strike the whole thing. As long as the furniture is not attracting rodents, or clearly a fire hazard, then it’s up to the homeowner what kind of chair they want to use outside.</p>	<p>Outdoor furniture Furniture, other than outdoor furniture as defined by this Article, shall be prohibited on any yard, unenclosed porch, deck balcony or other exterior areas of any premise.</p>	Strike Sec 18-33 Outdoor Furniture from proposed language.
Outdoor Storage	Sec 18-34	<p>Outdoor Storage An accumulation of junk can become a problem due to rodents, snakes, and fire. Not to mention that a personal junk yard exceeds the limits neighbors should be expected to tolerate. Please try to quantify this— as written this could be too broadly applied and infringe upon the rights and privacies of property owners.</p>	<p>Revise outdoor storage language to read “Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially-zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties.</u> The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not</u></p>	



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			<p><u>inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children’s play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County.”</u></p> <p>Revise outdoor storage definition to read “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children’s play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.”</u></p>	
Movable and temporary storage	Sec 18-35	<p>Movable and temporary storage</p> <p>The tent/canopy seems too ambiguous. Also, I would like to see a minimum of seven days granted without a permit for any temporary device. Additionally, instead of “out of public view”, language that moves temporary storage to a side or back yard would be preferred. Not all yards have the ability to hide storage from public view and as such, this ordinance cannot be applied fairly.</p>	<p>Revise outdoor storage language to read “Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties.</u> The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children’s play equipment, firewood, etc. may be stored</u></p>	<p>Recommendation to retain movable or temporary storage structures as written due to safety concerns about structural integrity of temporary tents / canopies during snow events, high winds, etc.</p> <p>Revise outdoor storage language as shown to the left.</p>



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			<p><u>outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County.”</u></p> <p>Revise outdoor storage definition to read “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children’s play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.”</u></p>	
Inoperable vehicles	Sec 18-38	Inoperable vehicles This should only apply to vehicles on public property, such as vehicles stored on the road. If someone wants to keep an inoperable vehicle on their property, then that’s their business. If this is truly needed in the county, then it should be regarding the storage of multiple inoperable vehicles, and not a single inoperable vehicle. If the public doesn’t like the way a single inoperable vehicle looks, they can look the other way. This is way too intrusive to the rights of homeowners and private property.		Vehicles on public roadways are governed by Los Alamos Code of Ordinances Chapter 38 Traffic and Vehicles. The proposed draft language regarding the storage on inoperable vehicle on private property is based on and similar to existing code language regarding the storage and number of allowable inoperable vehicles found in Los Alamos Code of Ordinance Sec. 16-281.
Exterior surfaces protective treatment	Sec 18-51 Exterior surfaces protective treatment	Exterior surfaces protective treatment At maximum, use the revised language. It would also be nice to have a time element. If there is a hail storm, and the roof is damaged, it takes time for repair. So any disrepair should be allowed for a minimum number of months before a homeowner will get any kind of warning or violation.	Revise language to read “Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good repair. Exposed exterior metal and wood surfaces shall be <u>rated for exterior use to ensure that they retain their quality over time and shall be</u> protected from the elements, rust, corrosion, and decay by painting or other weather-coating protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight.”	The current language is based on recommendation within the International Property Maintenance Code. The proposed revision is more general and gets at the idea of exterior surfaces being durable and rated for outdoor use.



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Outdoor Storage	Sec 18-34	<p>Additionally, all language should make it clear that trailers with a hitch, and campers or boats that can be towed or driven do not fall under this ordinance.</p> <p>Thank you for considering these comments,</p>	<p>Revise outdoor storage language to read “Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property</u> shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children’s play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County.”</u></p> <p>Revise outdoor storage definition to read “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children’s play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.”</u></p>	<p>Storage of recreational vehicles is addressed in the updated Chapter 16 Development Code Use Specific Standards Section 3-2(D)(XI). Language in Chapter 18 regarding outdoor storage has been revised to clarify requirements and remove trailers</p>
Hobby Repair	Sec 18-38 Inoperable Vehicles	<p>Thank you for the detailed response, and for the County Council members' attention to this matter. I have been discussing this with my neighbors, and of the two options presented, we are in favor of Option 1 which would remove the Section 18-38 language on Alternative for Personal Auto and Hobby Repair. While</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read “Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles</p>	<p>The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.</p>



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		<p>we understand the intent of Option 2, it is unnecessarily cumbersome for both the County and homeowner.</p> <p>To build on point 2 in my initial email, I would also like to reiterate that in many cases opaque covers may be more aesthetically unpleasing than the vehicle itself, so we are also in favor of removing this from the draft document as well.</p>	<p>within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p><u>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p><u>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</u></p>	
Obstructive Vegetation	Sec 18-31 Obstructive Vegetation	I'll be interested to hear about any revisions you're considering to the vegetation sections. I noticed that neither councilors who wrote to me today addressed this. Which is fine, although perhaps telling.	Revise Language to read "The owner or occupant of any property shall destroy, remove or trim <u>or remove</u> all trees, plants, shrubs or vegetation, or any parts thereof, which overhang or extrude into any abutting sidewalk, public right-of-way, planting strip, clear sight	The proposed revisions to the left are proposed for Sec 18-31 Obstructive Vegetation



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		<p>We found the county park's notice in the paper on Sept 2nd about encroaching vegetation on county property and their plea for the public to be patient, alongside the nuisance code proposals, to be somewhat amusing. We certainly hope that the county will be just as patient with county residents about vegetation we're expected to clear.</p> <p>Thank you,</p>	<p>triangle per Section 16-4-2(C)(IV) or adjacent property in such manner as to obstruct or impair the free and full use of the sidewalk or street, including the interruption or interference with the clear vision of pedestrians, bicycles, or persons operating vehicles thereon, and including interference with traffic signs, poles, wires, pipes, fixtures or any other part of any public utility situated in the street or public rights of way. Vegetation shall be removed or trimmed <u>or removed</u> to maintain a minimum clearance of <u>76</u> feet overhanging sidewalk height and 14 feet overhanging street height."</p>	
General		<p>Dear Councilmembers,</p> <p>This communication serves as comment to the proposed Chapter 18 nuisance code. A municipality like Los Alamos County receives the benefit of defining a nuisance, within the parameters of NM Statutes. It also bears the burden of ensuring that it's codes actually serve their intended purpose to protect the public health, welfare and safety of its residents. Setting quasi-criminal ordinances for curb appeal under the guise of public safety ordinances is contrary to the intended purpose of this county's right to define nuisances.</p> <p>NM Court opinoins have held that public nuisances are those that must a affect a "consdierable amount of people". When reviewing the commissioned survey, the top concerns were fire hazards, abandoned building, structural hazards and trash. (See page 6 of survey results).</p> <p>In those cases in which NM Courts have found that a nuisance did not exist was a neighborhood factory which caused dead fish smell; surely if that is insufficient I cannot see how curb appeal becomes a nuisance.</p> <p>The survey itself contained leading questions regarding whether individuals should allow weed to be defined subjectively. As a researcher who designed and analyzed large (25,000 +) surveys; leading questions are faulty and biased way to collect information. Allowing citizens to subjectively decide what constitutes an ordinance is overreach.</p> <p>Please remember that an ordinance is a QUASI-CRIMINAL rule. The city imposes fines, must provide a notice for a hearing, and the rights of individuals are circumscribed. This is not to be taken lightly.</p>		<p>The proposed revisions aim to provide the minimum standards necessary to support the purpose statement and to guard the health, safety, and welfare of the public. The draft has been reviewed by both Los Alamos County's legal team and the consultants legal counsel for compliance with New Mexico State Statutes and case law.</p>
Regulation of Exterior Structure	Division 3	<p>- asking individuals to repair items on their driveway or stairs is not a matter of PUBLIC safety; the public does not use that property and it is a clear overreach of government.</p>		<p>The regulations in Division 3 Regulation of Exterior Structure are all based on the existing standards found in Chapter 18. These types of standards are also included in the International Property Maintenance Code and the codes of local communities included in the precedent research. Standards such as these ensure safe access for emergency services.</p>



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Sidewalks and Driveways	Sec 18-30	- In light of this, the city should also note that NM statutes indicate that a municipality is under a legal duty to keep the streets and sidewalks in a safe condition. Maintaining sidewalk safety is not a private liability.	Revise language to read “Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-4-2(C)(IV) of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code.”	Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.
General		- ordinances can have a severe effect on individuals with disabilities, low income and in many cases have served as a method to regulate underserved communities. I urge the city to reconsider whether the proposed nuisance draft actually serves the purpose it purports. I ask the city to closely look at each proposed rule and match it against survey results. LAC residents deserve that transparency.		The proposed revisions aim to provide the minimum standards necessary to support the purpose statement and to guard the health, safety, and welfare of the public. The recommended enforcement approach is a hybrid compliance-based and complaint-based system with a focus on education to curb nuisances before they become violations and partnerships with community groups and resources to prevent and abate nuisances.
Violations		<p>I am writing in my capacity as a private citizen and speak for no other person or organization in these comments.</p> <p>After reviewing the most recent version of Chapter 18 from DPS’s website, I am tempted to reiterate CDAB's previous recommendations that were not implemented either by Council or in this draft. I want to instead comment about consequences, both intended and unintended, and provide specific thoughts on a few categories.</p> <p>Intended consequences</p> <p>18-71(b): “Violations may be enforced by issuing notices of violation and, if necessary, by filing a criminal complaint in Municipal Court”</p> <p>Los Alamos County created and implemented this code with full knowledge that it could result in criminal charges. The fact that no one has been sent to jail over a nuisance violation does not change the fact that criminal charges were and remain an intended consequence of our nuisance code. I'm not indifferent to the argument that creating a civil court is a massive administrative undertaking, but our lack of judicial options does not make this an acceptable situation. Perhaps creative use of a quasi-judicial body modeled after P&Z could adjudicate at certain stages and allow for appeals to advance to court while protecting residents’ rights to due process.</p>		The type of violation is not intended to change from the existing code to this draft. The implications of receiving a violation order for those individuals with a security clearance would be determined by the agency administering the clearance. The County provides a Courtesy Letter requesting voluntary abatement of a nuisance prior to issuing a violation order to allow individuals to avoid receiving a violation order.



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		<p>It is also essential to note that in New Mexico, there is a right to an attorney “when the offense with which the defendant is charged is punishable by imprisonment.” Chapter 18 nuisance code violations default to the general penalty of criminal charges with a fine of no more than \$500 or 90 days in jail. County Attorney Leaphart once reminded members of the public providing public comment on code enforcement at a Council meeting of their right to remain silent. At some point in the notification / citation process, residents should probably be reminded of their Sixth Amendment right to an attorney should the issue go to court.</p>		
Exterior surfaces protective treatment	Sec. 18-51 Exterior surfaces protective treatment	<p>Exterior surfaces protective treatment is an example of unintended consequences. I am sympathetic to efforts to force property owners to deal with truly dilapidated homes. When we look at a house that is literally falling apart, in a "know it when we see it" sense, there's broad consensus that it's bad and should be abated.</p> <p>However, casting a net to capture that house's peeling paint, chipped stucco, cracked foundation, exposed metal framing, etc. also captures a house with paint peeling on a couple of exterior window frames. From an enforcement perspective, both the house in total disrepair and the house with paint peeling on two windows are in violation of the code and must be enforced equally. The current wording criminalizes what a reasonable person could consider to be in an acceptable range of "I'll get to it when there's more time/money/urgency" in order to have an ordinance to use for uncommon edge cases.</p> <p>I'll reiterate what others have said--enforcement practices can vary widely based on who is in charge, and the ordinances must consist of clear guidance that cannot be reinterpreted later.</p>	<p>Revise language to read “Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good repair. Exposed exterior metal and wood surfaces shall be <u>rated for exterior use to ensure that they retain their quality over time and shall be</u> protected from the elements, rust, corrosion, and decay by painting or other weather-coating protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight.”</p>	<p>The current language is based on recommendation within the International Property Maintenance Code. The proposed revision is more general and gets at the idea of exterior surfaces being durable and rated for outdoor use.</p>
Obstructive Vegetation	Sec 18-31	<p>What the Rewrite Gets Right</p> <p>In one of the best solutions implemented in this rewrite, weeds became “obstructive vegetation.” A huge kudos to those who suggested and supported this change. Focusing on the undesirable end result that is actually a public nuisance (obstructing access, use, or visibility in public areas) removes the subjectivity and controversy surrounding weeds, particularly the fact that not all areas of weeds are the same, but must be treated the same under the law.</p> <p>The overarching solution to most of the remaining controversial issues is to use the same concept that was used for weeds: legislate the actual problem and not the potential for the problem.</p>		
Sidewalks and	Sec 18-30	Sidewalks	Revise language to read “Sidewalks, walkways, stairs, driveways,	Revise language to remove maintenance obligation of the sidewalk surface.



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Driveways		Maintaining sidewalks free from obstruction is a perfect, clear-cut example of where property rights end and public interest begins. That is an outstanding use of Chapter 18 and should be a primary focus of enforcement. I concur with Councilors who noted that we should not assign responsibility for maintenance of the actual sidewalk concrete to the property owner or occupant.	Revise language to read “Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-4-2(C)(IV) of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code. ”	Proposed revision retains the requirement that walkways be kept clear of obstructions.
Outdoor Furniture	Sec 18-33	<p>Outdoor Furniture</p> <p>My “weather-resistant furniture that is designed and manufactured for outdoor use” deteriorated in the sun and weather just as much as furniture that is not designed for outdoor use would, if at a different rate. The main voiced concerns were aesthetics, i.e., not wanting to look at deteriorated/rotting/unpleasant furniture. Presumably Councilors would also not want to have to look at deteriorated furniture even if it had been designed for outdoor use. While I personally think a municipality should not criminalize situations based on the aesthetic sensibility of the majority of elected officials at a particular moment in time (for example, October 2022 vs March 2023), there is merit to an argument that once something has reached a state of actual deterioration, a health and safety issue also exists.</p> <p>Because furniture designed for the outdoors can reach the same undesirable state that furniture designed for indoor use can, a better solution is to define “deteriorated” in a way that encompasses the actual goal with clarity and specificity. Then, you can allow furniture of any design, in any state, to exist outdoors; if or when it meets the clear and specific criteria of deterioration, it is classified as a health and safety issue and must be abated, just like any other health or safety issue.</p>	Outdoor furniture Furniture, other than outdoor furniture as defined by this Article, shall be prohibited on any yard, unenclosed porch, deck balcony or other exterior areas of any premise.	Strike Sec 18-33 Outdoor Furniture from proposed language.
Outdoor Storage	Sec 18-34	<p>Outdoor Storage</p> <p>The definition of outdoor storage: “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code.”</p>	Revise outdoor storage language to read “Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances</u> junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any	



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		<p>Tools and goods for the home maintenance this code seeks to enforce—such as hammers, nails, socket set, drills, screws, paint scraper, paint brushes, shovel, circular saw, bags of dirt for the garden, flower pots, plant trellis, etc.— are necessary for a principal use of my residential property: home and yard maintenance. I am allowed to store, place, or locate on my exterior property the needed tools, products, goods, etc. in, for example, my unenclosed carport. These may be contained in toolboxes or weatherproof tubs (e.g., Rubbermaid). A code enforcement official would need a warrant to see the inside of such containers to determine whether the contents are for a permitted use or not, making the enforcement of this section virtually impossible. I support cutting it entirely in favor of, again, a meaningful definition of health and safety hazard that will address the severe edge cases without casting a legislative net that catches anything short of empty carports and porches.</p>	<p>residentially zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children’s play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County.”</u></p> <p>Revise outdoor storage definition to read “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children’s play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.”</u></p>	
Rodent Harborage	Sec 18-35	<p>Rodent Harborage</p> <p>I have not seen peer-reviewed research indicating that rodents can tell the difference between operable and inoperable cars, or that they prefer “weeds” over an aesthetically pleasing wildflower garden. Anecdotally, many locals seem to share the experience of having to repair an operable vehicle—including vehicles driven daily—due to rodent damage. It would be beyond reason to prohibit operable vehicles, even though they can also harbor rodents, making arguments about hantavirus appear somewhere between poorly thought out and disingenuous. In the case of structures (which enforcement officials would need a warrant to enter), there is no guarantee removing all trash, rubbish, etc. will</p>	<p>Revise language to read “Rodent harborage means any condition that which provides shelter or protection for pests insects and rodents; thus, favoring their multiplication and continued existence <u>leading to infestation</u> in, under, or outside a structure or lot. Rodent harborage may be identified by one of more of the following signs: 1) the presence of live or dead rodents; 2) the presence of rodent nests made up of many kinds of materials, such as bits of paper, straw, rags, etc.; 3) rodent odor from rodent urine; 4) the presence of droppings; 5) evidence of gnawing; 6) rub marks or deposits of body oil and dirt from rodents found along frequently traveled routes as an indicator of habitual pathways; 7) the presence of runways or frequently traveled paths along floors, stairs, and shelves</p>	



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		<p>eliminate an infestation. This fact is reflected in the ordinance when it states the occupant is responsible for extermination, not just removing the allegedly causal conditions.</p> <p>Again, I strongly encourage that the County use the code to address the undesirable end result, which in this case is an infestation: change “...trash in any structure or premises so that the same may afford food or harborage for rodents or pests. When any structure or premises is so infested or subject to infestation” to “...trash in any structure of premises that is so infested. The property owner or occupant shall be responsible....”</p>	<p>where droppings, rub marks, and stains from rodent urine are found; 8) the presence of burrows that consist of tunnels dug below ground and are used by rodents for nesting and as a path for travel.</p> <p>Revise infestation definition to read “Infestation means the presence, within or contiguous to, a structure or lot of insects, rodents rats, vermin, or other pests such kind or in such numbers as to create a potential health hazard or nuisance, as identified by <u>rodent harborage and long-term habitation by or frequent presence of pests. rodent sightings or sounds, rodent pathways, signs of chewing, rodent holes, nests, droppings, carcasses, or other evidence.</u>”</p>	
Exterior surfaces protective treatment	Sec. 18-51 Exterior surfaces protective treatment	<p>Screening as a solution</p> <p>Anything that provides screening as a requirement or solution is purely aesthetic. In the statistically valid survey, Los Alamos County residents found overwhelming consensus that the code should focus on health and safety. There is room for some interpretation of what is encompassed by health and safety that veers into appearances. “When does chipped paint that people don’t want to look at become a safety issue?” is a question worth asking in this context. “Should we require people to pull a permit and build a fence that can withstand a significant snow load in order to store their home maintenance tools without being criminals?” is not.</p> <p>I commend the work that has been done so far, but this still has a long way to go.</p>	<p>Revise language to read “Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good repair. Exposed exterior metal and wood surfaces shall be <u>rated for exterior use to ensure that they retain their quality over time and shall be</u> protected from the elements, rust, corrosion, and decay by painting or other weather-coating protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight.”</p>	<p>Members of the public have expressed the desire for regulations to include aesthetic considerations and, conversely, the desire for regulations to be focused only on safety concerns without any aesthetic considerations. Other communities include a balance of aesthetic and safety considerations in their codes and that balance looks different for each community. Aesthetic related regulations often rely on theories about property care and maintenance reducing crime. Direction from Council is needed on this topic.</p> <p>The previous draft language regarding exterior surfaces protective treatment is based on recommendation within the International Property Maintenance Code. The proposed revision is more general and gets at the idea of exterior surfaces being durable and rated for outdoor use.</p>
Sidewalks and Driveways	Sec 18-30	<p>Greetings,</p> <p>I would like to comment specifically on the sidewalk maintenance part of the code that requires homeowners to repair their sidewalks. I believe the county should explain to everyone WHY this is changing. Personally, I have not heard why this change has to happen. Also, I am opposed to this change, unless there is a clear and compelling reason to make this change.</p> <p>Second, can the county come up with some compromise such as cost sharing, and permit fee's being removed or reimbursed? Also, will this apply to commercial properties as well? It appears that business sidewalks are the worst in the county.</p> <p>Thanks</p>	<p>Revise language to read “Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x{1} of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code.”</p>	<p>Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.</p>
General		Health and safety only.		Members of the public have expressed the desire for regulations to include aesthetic considerations and, conversely, the desire for regulations to be focused only on safety concerns without any aesthetic



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		<p>Why make me a criminal when my weeds grow in the torrential rains and my blue tarp cover blows in the horrendous wind storms as they topple trees (don't get me started on golf course haters, too). I have had to deal with this code enforcers before because the pig feeder in my yard wasn't pretty enough for Los Alamos; now it has flowers. Really, citing me for such petty matters is not helpful and does much more harm than good for our town site.</p> <p>Re-do the draft nuisance code for health and safety only... we are not an HOA.</p>		<p>considerations. Other communities include a balance of aesthetic and safety considerations in their codes and that balance looks different for each community. Aesthetic related regulations often rely on theories about property care and maintenance reducing crime. Direction from Council is needed on this topic.</p>
General		<p>Having just returned to town after being gone for more than a month, we finally had a chance to read the draft Chapter 18 code, otherwise call the nuisance code. Below are some thoughts and concerns that hit my gut and mind as I read it. They are in no particular order.</p> <p>Every section should highlight the specific public health, safety and welfare issue associated with that section so that it validates these issues and does not just look like rules for "esthetic" reasons.</p>		<p>Members of the public have expressed the desire for regulations to include aesthetic considerations and, conversely, the desire for regulations to be focused only on safety concerns without any aesthetic considerations. Other communities include a balance of aesthetic and safety considerations in their codes and that balance looks different for each community. Aesthetic related regulations often rely on theories about property care and maintenance reducing crime. Direction from Council is needed on this topic.</p>
Definitions	Division 5	<p>Sanitary condition needs to be better defined. Do we need to be able to eat off the floor? Does having a mouse or snake in your yard make it unsanitary? What about gophers that go from the parks into our yards or allowed to proliferate in easements?</p> <p>Much of the code seems to discriminate against people that are "do it yourself" people; like fixing their car, changing their oil in their driveway, building things, etc., or people who do not have garages.</p>	<p>Add definition for sanitary "Sanitary means hygienic and lacking any condition in which an accumulation of filth, trash, or waste is present in such a manner as constitutes a health hazard"</p> <p>Revise unsanitary condition definition language to read "Unsanitary Condition means unsanitary conditions are those that pose or may pose a threat, hazard, or nuisance to human health which may be evidenced by one or more of the following conditions: (1) fire or water damage; (2) infestation by rodents or other pests; (3) excessive amounts of litter or junk on the property; (4) abandoned pools or deposits of water that have been polluted; or (5) unclean animal enclosures."</p>	
Movable or temporary structures	Sec 18-33	<p>Not allowing an awning over your car to protect it from the weather (strong sun, snow, and rain) discriminates against people who do not have carports or garages, or even a place to build such structures. Many homes in Los Alamos were purpose built this way in the past.</p> <p>The county does not supply enough space to park campers and such so people often have to use their own property.</p>		<p>Recommendation to retain as written due to safety concerns about structural integrity of temporary tents / canopies during snow events, high winds, etc</p>
		<p>Grass and leaf compost piles should not be covered as they "haystack" in our dry climate and need the rain to keep the material damp. May also need watering and turning to aerate and encourage temperatures to break down materials.</p>	<p>Revise language to read "All exterior property and premises, whether improved or vacant, shall be free from any accumulation of litter, garbage, refuse, or vegetative debris which causes or creates a fire, health, safety, or welfare hazard, except in approved receptacles for collection. Every property owner or occupant shall dispose of all litter, garbage, refuse, or vegetative debris in a clean</p>	<p>Revise language to provide more flexibility for composting.</p>



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		Only food compost could be a problem as it attracts animals and should be covered. That is not necessarily going to keep bears and other animals out.	and sanitary manner by placing such materials in approved receptacles for collection, or by taking it to an approved disposal facility. Dumpsters and similar large receptacles shall be shielded from the public view per the requirements outlined in Section 16-4-4(E)(IV) of the Development Code. Compost piles shall be <u>contained or covered to</u> screened from public view and shall be kept covered, except while turning to ensure contents are not windblown. All other such receptacles shall be kept in orderly manner and may only be moved to the curb <u>no earlier than 5:00 pm the day prior to the day</u> of collection as determined by the collections schedule set forth by the County."	
County-owned property		The county has been an offender of many of these codes that are proposed. Lately they are not taking care of Trails and Parks like they did in the past causing a huge weed problem to properties that border such places and around town in general. Even before the rains started this spring there were weeds growing in our yards that I had never seen before. There is a proliferation of elm shoots, Virginia creeper, purslane, bindweed. to just name a few. Does this have anything to do with not treating parks and public areas any more? Walking around our neighborhood I see weedy elm bushes that are proliferating and becoming difficult to remove. Is this the problem?		The proposed code language would apply to County owned properties.
Sidewalks and Driveways	Sec 18-30	<p>The county does not remove weeds from sidewalks that they are responsible for that causes the sidewalks to fall apart. For example along Trinity Drive, which required recent repair of curbs. Is part of the New Code taking responsibility for public places like paths, sidewalks, parks, etc. away from the county and making citizens responsible for their care and maintainance? We have an aging population now that is unable to shovel paths, and maintain certain property to the esthetic levels proposed in this code. How is the County going to compensate for this? How many weeds have you pulled recently. It is a real backbreaker!</p> <p>When it comes to safety the County ignores past history when they renew some paths and replace features like small bridges and grates in paths that were there for a reason. Consequently the paths are improperly rebuilt and become ice covered places and are very dangerous (eg. path by the old tennis courts and below western area park). This is a true safety problem not just an eyesore.</p>	Revise language to read "Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x{1} of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code."	Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.
Exterior surfaces protective treatment	Sec 18-51	<p>What does removal of oxidation stains form the outside of a house or repainting if there is some paint chips coming off have to do with "safety, health or welfare"? Sounds like esthetics to me.</p> <p>Beauty is in the eye of the beholder.</p> <p>One person's wildflower garden is another person's weeds.</p>	Revise language to read "Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good repair. Exposed exterior metal and wood surfaces shall be <u>rated for exterior use to ensure that they retain their quality over time and shall be</u> protected from the elements, rust, corrosion, and decay by painting or other weather-coating protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces	Members of the public have expressed the desire for regulations to include aesthetic considerations and, conversely, the desire for regulations to be focused only on safety concerns without any aesthetic considerations. Other communities include a balance of aesthetic and safety considerations in their codes and that balance looks different for each community. Aesthetic related regulations often rely on theories about property care and maintenance reducing crime. Direction from Council is needed on this topic.



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			repainted. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight.”	The previous draft language regarding exterior surfaces protective treatment is based on recommendation within the International Property Maintenance Code. The proposed revision is more general and gets at the idea of exterior surfaces being durable and rated for outdoor use.
Pests	Definitions	What insects are we talking about? Pollinators? Ants? Mosquitos? We are told we have to learn to live with deer, bear, mountain lions, etc., do insects count? I would say we have an infestation of deer!!! Which has become a huge safety hazard in many ways.	<p>Add definition of pest “<u>Pest means any organism that spreads disease, causes destruction, or may otherwise create a potential health hazard.</u>”</p> <p>Revise language to read “Rodent harborage means any condition that which provides shelter or protection for pests insects and rodents; thus, favoring their multiplication and continued existence <u>leading to infestation</u> in, under, or outside a structure or lot. Rodent harborage may be identified by one of more of the following signs: 1) the presence of live or dead rodents; 2) the presence of rodent nests made up of many kinds of materials, such as bits of paper, straw, rags, etc.; 3) rodent odor from rodent urine; 4) the presence of droppings; 5) evidence of gnawing; 6) rub marks or deposits of body oil and dirt from rodents found along frequently traveled routes as an indicator of habitual pathways; 7) the presence of runways or frequently traveled paths along floors, stairs, and shelves where droppings, rub marks, and stains from rodent urine are found; 8) the presence of burrows that consist of tunnels dug below ground and are used by rodents for nesting and as a path for travel.</p> <p>Revise infestation definition to read “Infestation means the presence, within or contiguous to, a structure or lot of insects, rodents rats, vermin, or other pests such kind or in such numbers as to create a potential health hazard or nuisance, as identified by <u>rodent harborage and long-term habitation by or frequent presence of pests. rodent sightings or sounds, rodent pathways, signs of chewing, rodent holes, nests, droppings, carcasses, or other evidence.</u>”</p>	Revise language as stated in the column to the left to clarify infestation, rodent harborage, and pest definitions.
Wildlife feeding		Why do we need to hire a contractor to help write this code (and it seems like many other codes in the past) when that money could be used for better purposes? Also these contractors do not understand the history, soul and character of this town. Los Alamos is a unique town! This is a very participatory town where people are very involved, for example, singing, band, orchestra, theater and art groups. Or they are traveling, hiking, biking, etc. Their priorities are often being outdoors and active enjoying great New Mexico weather and being with family. They are not into having very fancy houses and yards. (the yards issue might partially be because the deer eat everything, so why bother)		Feeding wildlife is a concern that has been considered during the drafting of this Chapter. Precedent community codes do not address the feeding of wildlife. Language addressing wildlife feeding is not recommended due to the difficulty enforcing such a provision.



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		<p>I think that we are sometimes missing the “elephant in the room” when it comes to “public health, safety, and welfare” in this town as outlined in this code.</p> <p>One real safety and health issue that is not even mentioned in this code is about controlling the inordinate number of deer that have been allowed to proliferate exponentially in this town since the big fire of 2000. They wander the streets, paths, parks and peoples property. They intimidate people, cause damage to property, and eat everything in sight. They have become so tame that you can’t even get them off your property. Some people feed them and and even supply salt blocks for them. In the fall season the males become even more aggressive. The large number of deer encourage predators to come into town such as bears and mountain lions which also promotes a safety hazard.</p> <p>How do you expect people to keep their property esthetically pleasing when you can’t even grow things without the deer stripping the bark on Aspen trees, eating the pine trees and bushes as high as they can reach or eating every flower you try to plant. Thus, yards become overgrown with weeds and other deer-destroyed materials.</p>		
Dogs off-leash and barking		<p>Another safety issue not mentioned is the proliferation of off-leash dogs, and early and late hour and all day barking. There has been an increase of dog excrement on paths, along paths, in parks, and in yards. This seems like a health issue, and unnecessary since the county has put in poo-bags for dog around town, near parks, and such.</p> <p>Does this code have any application to animal nuisance? Don’t we have a leash a law? What about barking at all hours of day or night?</p> <p>With all the deer around if dogs are not on a leash they spook deer that then run into peoples property and destroy fences and gardens, etc. This is both a safety and nuisance problem.</p> <p>There are only some pf my concerns and since I up against a deadline I will send this, but I am sure there could be more concerns with this code. Especially the “snitching” aspect.</p>		Dog barking and leashing is not within the scope of the property maintenance regulations in Chapter 18. County regulations regarding dog leashing exist in Section 6-3 Animals at Large and Section 6-4 Dogs- Voice and Sight Control. Barking is regulated by Sec 6-6 Unreasonable animal noise prohibited.
General		Please consider using the lens of true health and safety issues when considering code enforcement regulations. There are all levels of income and physical ability of residents in Los Alamos and White Rock. In my opinion true Health and Safety issues should be the only criteria for code enforcement against residents.		The proposed revisions aim to provide the minimum standards necessary to support the purpose statement and to guard the health, safety, and welfare of the public.



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		Thank you		
General		Los Alamos County has perhaps the most diverse set of neighborhoods and housing in New Mexico, and perhaps the whole country. The range of types of dwellings, their age, the terrain on which they were built, and the age of the supporting infrastructure makes it impossible to have one set of rules that can be applicable to all, unless they are very general in nature or have provision for many exceptions. Writing the latter would be very difficult to do and has apparently not been considered.		The proposed revisions aim to provide the minimum standards necessary to support the purpose statement and to guard the health, safety, and welfare of the public.
Public comment period		Enough valid concerns and objections have been voiced about proposed revisions to make it clear that the revisions, if they are to be accepted and to be of any positive value, should not have to be completed by some arbitrary deadline.		Public comments are welcomed as valuable input in the Code Update process. This comment matrix attempts to address each comment and incorporate suggested changes as feasible and appropriate. Comment deadlines allow the project team time to incorporate all the changes into the draft before the next iteration of review by the Council Council.
Inoperable vehicles	Sec 18-38 Inoperable Vehicles	<p>I've lived in the county for 36 years, the last 33 of which we've been fortunate to have had a garage large enough to perform vehicle maintenance inside. However, whenever the weather permits, which is most of the time, it is done outside. It is not big enough, however, to allow removal of the transmission and transfer case of a full-size extended cab pickup. When that was done a couple of years ago, the truck was on blocks in front of the house, on a concrete driveway with cracks, for a couple of weeks, and no neighbors were offended, as far as I know. Thirty-six years ago, I did most of my own vehicle maintenance partly to minimize expense. I'm fortunate that vehicle maintenance no longer involves economic considerations, but it certainly, for me, has the benefit of mental stimulation and sense of accomplishment, figuring out how to safely perform heavy tasks as my physical strength naturally decrease with age. You've heard enough about vehicles in public comments, but they are not an insignificant issue, and they are related to other issues.</p> <p>In thinking about whether to provide some input on this nuisance controversy, and recognizing that we are a little isolated in White Rock, some time was spent driving by former addresses. When I first came to town I rented part of a duplex near the top of the 35th Street hill. I remember fondly the 54 inches of snow in 48 hours in 1987 during which the landlord and I shoveled the driveway several times and kept a pathway from a bed-ridden neighbor's front door to the street cleared, in case it might be needed for emergency responder access. I remember less fondly the failure of a pseudo-diesel's injection pump as I started the drive to work on a Saturday night to assist with resolution of a random equipment malfunction.</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read “Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p>This section shall not apply <u>to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure.</u> to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the</p>	The proposed revisions to the left provide clearer standards for hobby repairs and clearer exemptions for routine vehicle maintenance.



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		<p>Inoperative vehicle on the street for a couple of weeks until the pump was repaired and returned, and then vehicle maintenance not in a garage or driveway, but in the street, when the pump was installed back in the engine.</p> <p>Next place was an efficiency on Central with parking on Iris Street. Steel frame single-pane windows that probably didn't seal very well. Landlord said the elderly lady who lived below had "circulation that was shot," he wanted to make sure she was plenty warm, and if it got too hot for me on a cold winter day to just open my windows as necessary. This is mentioned as a reminder that much post-WWII housing in Los Alamos can serve indefinitely with proper maintenance. That group was, I was told, built cost-plus - whatever a contractor could get and haul up The Hill. That group had hardwood floors, which I was instructed to keep waxed. Oak or red oak in the 1/8 of the building I rented. I was told that the floors in a building further east were black walnut. Last week it appeared that the windows had been replaced and each unit has its own mini-split, probably for both cooling and heating. Renters are probably still performing vehicle maintenance in the angle parking on Iris Street.</p> <p>Then on (actually the first neighborhood we drove through) to the first place my wife and I both lived, north end of a duplex, about the only rental in the area, if recollection is correct, on 33rd Street near Aspen Elementary. Concrete pad for parking by the street. To build a garage, it would have been necessary to excavate or tunnel into the side of the hill. But not impossible - a second story has been built on top of what we lived in.</p>	<p><u>vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</p>	
Enforcement		<p>And then on to the great variety of dwellings southeast of Aspen Elementary, where the wonderful monsoon rains of this summer have resulted in more vegetation, some would say weeds, than have been seen in several years. In that area, there was only one house noted that appeared to be a real problem. The house appeared to be uninhabited and abandoned. What surrounded it were definitely weeds. That looked like something in which county government should be involved. Any problems neighbors might have with what might be considered excess vehicles, non-fitting tarps, etc. would be better dealt with in the neighborhood by close-by residents than pointing to county rules that are likely to pit neighbor against neighbor, to the benefit of no one.</p> <p>What I propose is something much more difficult than writing a lot of rules that by definition will be broken. That is some method by which, if neighbors talking face-to-face with neighbors cannot solve a problem that differs from neighborhood, not arbitrary county, acceptable standards, then some representative from the county, possessing education and experience in helping people communicate,</p>		<p>The proposed revisions aim to provide the minimum standards necessary to support the purpose statement and to guard the health, safety, and welfare of the public. The recommended enforcement approach is a hybrid compliance-based and complaint-based system with a focus on education to curb nuisances before they become violations and partnerships with community groups and resources to prevent and abate nuisances.</p>



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		step in to assist in correcting the perceived problem. Or help all involved to understand that it is something that all can agree to live with, perhaps with minor adjustments to whatever is creating the perceived problem.		
Storage	Sec 18-34	<p>A little bit about building materials. In my opinion, it's good to have a few 2X4s lying around in case one wakes up on a Saturday morning with an idea to build something. It they are on the floor of a carport, visible from the street, so what? And why would one want them to be covered with a tarp? That is just an open invitation to rodents. In fact, any construction materials, so long as they are arranged so as not to be rodent habitat and are monitored frequently enough to ensure that they don't become rodent habitat, should be permitted. I will go as far as to say that any object in back of a line drawn across the front wall of a house is nobody's business but the property owner. And even stuff in front of a house, if it does not vary from the prevailing standards in the neighborhood and is not rodent habitat and is not a hazardous attractive nuisance for neighborhood children, should not be the subject of county rules.</p> <p>If you've read this far, thanks for considering. Your reward is what I hope is taken as a little facetious humor: There is need for a county ordinance to fine Mother Nature for every diamondback rattlesnake that She allows to cross from county land into the backyards of residents who live on perimeter lots. There seems to be more this year than usual.</p>	<p>Revise outdoor storage language to read “Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property</u> shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children’s play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County.”</u></p> <p>Revise outdoor storage definition to read “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children’s play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.”</u></p>	Revised outdoor storage language to be more flexible and allow storage within carports.



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General		<p>(nuisance comments due Sept. 2nd)</p> <p>Comments on the draft nuisance code will be taken through Sept. 2nd, 2022. You can write to: jessical@dpsdesign.org; sobia.sayed@lacnm.us; council@lacnm.us (Note: this letter represents only my personal views. I have no legal training nor public administration experience. I am, in every way, a lay-person.)</p> <p>Everyone should ask “How can the proposed nuisance code be misconstrued and used against me?” (Then go submit comments.) In its current form, it seems there are a lot of ways.¹</p> <p>A great nuisance code should exhibit two attributes: precise execution and community-driven intent. An imprecise nuisance code leaves wiggle-room which creates conflict between citizens and over-eager complaint-issuers (or inspectors). A nuisance code that is not community-driven will alienate portions of the community, which will engender non-compliance.</p> <p>Precision matters – there should be no ambiguity about what a “dismantled” vehicle is. I would rather not argue about whether missing door-handle constitutes a “dismantled” (and therefore 1/3rd inoperable...somehow) vehicle. A legal document warrants precision and unambiguous language. If a “broken window” is actually shorthand for “shattered/missing” but not “cracked from hail damage,” the longer definition ought to be used.² Otherwise, 5-10 years from now a new overeager code enforcement official may issue citations that go against the intent of the code’s authors. Ultimately, this could end up as more costly lawsuits against the county.</p> <p>My concern is that the current draft nuisance code lacks precision in many critical ways. Certainly much has been written on this through other letters and through comments shared with DPS, which are also available at https://www.lacchp18update.org/. I commend a string of comments correcting many grammar issues – in the court of law, these matter; particularly when violations can lead to a criminal complaint in Municipal Court. (How many county residents might run into issues at the Lab because of new criminal records? How might that affect the Lab’s mission?) My fear is that without continued public comment, the sections that still remain ambiguous will stay ambiguous.</p>	<p>Revise Inoperable Vehicle definition to read “Inoperable vehicles means any vehicle, <u>including motorcycles</u>, meeting at least three (3) of the following conditions existing for more than 30 consecutive days: (a) does not have current state registration; (b) is extensively damaged (such damage including but not limited to any of the following: broken <u>shattered or missing</u> windows or windshield or missing wheels, tires, motor, or transmission); (c) is not capable of travel under its own power in its existing mechanical condition; or (d) is on blocks or similar devices; <u>or</u> (e) is partially or wholly dismantled <u>and not under active repair</u>.”</p>	<p>The proposed revisions aim to provide the minimum standards necessary to support the purpose statement and to guard the health, safety, and welfare of the public. A major goal of this code update is to clarify the code standards to make clear the property maintenance standards for both property owners and for code enforcement staff.</p> <p>The definition of inoperable vehicles has been revised as shown to the left to clarify that cracked windows and windshields do not constitute an inoperable vehicle..</p>
		<p>Community buy-in matters equally, if not more-so. A nuisance code ought to be the equivalent of the greatest common factor of community members’ preferences. Karen might hate to see overgrown xeriscaped lawns, and also wants to walk down sidewalks unobstructed. Chad wants to store some building materials in his front yard, and also wants to walk down sidewalks unobstructed. A codified nuisance (at the legally enforceable level) should only dictate nuisances</p>		<p>Public comments are welcomed as valuable input in the Code Update process. This comment matrix attempts to address each comment and incorporate suggested changes as feasible and appropriate. Comment deadlines allow the project team time to incorporate all the changes into the draft before the next iteration of review by the Council Council.</p>



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		<p>that both Karen and Chad find in common (obvious and objective health and safety problems, no 110 dB backyard concerts at 3am, etc.)</p> <p>Has there been enough community buy-in for the proposed changes? Based on conversations with neighbors, co-workers, and observing Facebook, there hasn't. Certainly there is significant push-back on many aesthetics items or things many believe only belong in an HOA. My concern is that these code changes may be bending towards opinions that don't truly represent the community. Are there plans to do an "exit survey" to gain feedback on changes from a representative sample of community members? Will the code reflect the community?</p> <p>Los Alamos was founded as a town of over-educated tinkers. That tinkerer tradition has continued, in the same 1950s houses that early scientists and engineers resided in. It is truly a unique place "where discoveries are made." It seems to me that the code update is written for any average community rather than Los Alamos specifically. If the reason behind outlawing building materials in the front yard really is a concern that thefts will increase (the broken window theory), is there supporting research about crimes-of-opportunity rising in remote, well-employed communities that already have abnormally low crime rates despite many apparent nuisance code violations (just under 1,000 per year, according to the consultant's "Research & Best Practices" document)?³ The code should reflect Los Alamos, not subject Los Alamos to a mixture of other counties' codes.</p> <p>I'll conclude with a final concern: low-income support. Violation of the updated nuisance code may lead to costly repairs and maintenance. And while some repairs are worthwhile, many will see the aesthetic repairs as a waste of needed resources. Sure, a fitted car cover might only be \$50. But to a fixed income, working-class individual, that's a lot. As someone now on a Lab income, I often need to remind myself of what it was like living below the poverty line. It's really hard. The Department of Public Utilities has a low-income assistance program for a reason. That the program exists demonstrates an interesting mechanism for nuisance code support of low-income persons. If the county proceeds with this nuisance code update, I sincerely hope they consider using a similar "nuisance assistance program" to help low-income individuals finance sidewalk repairs and other nuisance violations. Afterall, if it's a nuisance to the community – why shouldn't the community help resolve the issue when external support is needed?</p> <p>1 Improper car parking or storage on private property, any item left in the front yard, any item that is visible from a public place (or from a neighbor's house or yard, good luck if you've got a chain link fence), RV or trailers may need to be hidden below a 6ft fence in the backyard (as I read the code, think about that height restriction), a seemingly arbitrary 12% APR on a lien for violations, "Weeds" or xeriscaped lawns, plants or trees overhanging sidewalks up to 8ft in the air, requiring custom-fit car covers, requiring ability to demonstrate "active" repair of</p>		



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		<p>an inoperable vehicle within the last 30 days (shouldn't burden of proof be on the accuser?), etc.</p> <p>2 To be clear, the consultants have responded positively to this specific comment, and many other comments in their presentation materials at https://www.lacchp18update.org/. Their process to navigate the project is commendable. But, problems still remain.</p> <p>3 https://www.lacchp18update.org/_files/ugd/0fefb3_c8fba73c488d4d81b8ad25db57a7dd6e.pdf, a detailed & interesting read including the revision process, which would work great for less unique communities.</p>		
Hobby Repairs	Sec 18-38 Inoperable Vehicles	<p>Dear Council,</p> <p>I'm particularly concerned about the attitude and comments surrounding car maintenance and the new code proposal from your recent meeting. I'm concerned that residents of Los Alamos won't be able to work on their cars because they don't own a garage, and I'm concerned about Mr. Izraelevitz's and Ms. Derkacs's comments about the need to add weeds back into the code. In fact, I'm going to refer you to Brandi Engeman's recent letter published in the LA Reporter - not only do I agree with it in its entirety, I want to emphasize that:</p> <p>1. This town has few garages, especially in the Western Area and North Community. Do these residents not get to perform car maintenance at home anymore? What does this mean for people working lower paying jobs, or who live on social security, especially when you are trying to attract people to work in lower paying jobs?</p> <p>It's looking like doing car repairs at home won't be possible for any of us without the luxury of a garage. This is a town with a unique home building history, and many of the homes that made this town's industry possible to access *don't have garages.* Please respect that.</p> <p>But, perhaps the councilors mean to imply that there are suddenly lots of contractors, funds, and permitting resources available to build quite a lot of garages for the residents of these communities?</p>	<p>Revise language in Sec 18-38 Inoperable Vehicles to read "Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p>This section shall not apply <u>to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure.</u> to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an</u></p>	



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			<p><u>opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</u></p> <p>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights of way."</p>	
Obstructive Vegetation	Sec 18-31	<p>2. Regarding weeds, I prefer the proposed code the way it currently is written. Adding in verbiage about height of weeds does sound like an HOA rule, and I absolutely don't support this. Please don't change the way the proposed code is currently written.</p> <p>Again, Los Alamos is a town, not an HOA, and a town has residents with varying economic resources- please keep this in mind and remember that our town needs people working many different types of jobs (with many different pay levels) to make it thrive.</p> <p>Here is Ms. Engeman's recent letter to the editor: https://losalamosreporter.com/2022/09/01/blue-tarps-and-scraping-by/?fbclid=IwAR2mazAbdPeja1zrvVE9rMSGjS0IZs-FaNFAY4PgaC7jSwJyt0Jx3l630mA</p> <p>I will most definitely be taking your comments and voting into consideration in upcoming elections.</p> <p>Thank you,</p>		<p>The current code language states "All premises and exterior property shall be maintained free from weeds or plant growth in excess of 18 inches. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Allegations that weeds upon a property constitute a nuisance pursuant to this section shall set forth with particularity which plants are deemed weeds, why, and the abatement measures required, all of which shall be included in the notice issued pursuant to this chapter 18."The term "weed" and the appropriate enforcement thereof has created much debate within the community. The current draft utilizes vegetation rather than weeds and focuses County enforcement efforts on obstructive vegetation in areas that create public health and safety concerns, i.e. those overhanging sidewalks, public right-of-ways and required clear sight triangles.</p>
General		<p>Good afternoon,</p> <p>I am a White Rock resident and have been following the discussions around and the text of the draft nuisance codes. I am URGING the county to reconsider the nature of this code and focus on things that truly "POSE A THREAT TO HEALTH, SAFETY, AND WELFARE" of county residents, instead of things various councilors have decided for the rest of us that "we don't want to see." If you are scared of someone threatening or offending your taste, you likely don't belong in a rugged, remote mountain town with few local businesses and personal contractors, but full of brilliant, creative, skilled, self-starters. That's what HOA communities are</p>		<p>The proposed revisions aim to provide the minimum standards necessary to support the purpose statement and to guard the health, safety, and welfare of the public. The draft has been revised to provide more flexibility in outdoor storage, to clarify vehicle maintenance requirements do not apply to short-term routine maintenance tasks, and to remove the requirement that property owners maintain the sidewalk surface, as outlined in this comment matrix.</p>



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		<p>for. I have not seen a single citizen speak out in favor of this draft, but I've seen dozens of arguments against it. The council's actions MUST reflect this if you continue to claim you represent Los Alamos County.</p> <p>There is nothing wrong with a tarp, of any color.. There is nothing wrong with servicing your own vehicles and teaching your kids how to work on cars, or storing items in your carport, or having a workshop area visible from the street. Also, any of the home maintenance items are things that should be handled by building and insurance inspections and ongoing as required by insurance companies. They should not be part of a county NUISANCE code, until the point the issue becomes a danger to the community.</p> <p>I severely doubt that my property would ever be impacted by most of these ordinances because most of my yard is concealed behind the house and fence. I don't have a sidewalk. I have a large two-car garage. I'm just lucky that I bought this particular house, and that all the storage that goes with my particular hobbies and interests, and my kid's, fit in my utility room and concealed backyard. I'm grateful I'm not looking at expensive modifications or moving just so we can enjoy our property.</p> <p>I am a Los Alamos resident on purpose though - because of the open spaces, lack of HOAs, because we are allowed to endanger ourselves climbing and exploring public lands if we choose. We celebrate all the weirdness of the people, the quirks and art of each neighborhood, the creativity, the ability for folks to try something new, and THAT MOST PEOPLE MIND THEIR BUSINESS AS LONG AS YOU MIND YOUR OWN.</p> <p>This code just gives power to the serial gripers. The ones who complain about everything. They will use up precious county resources reporting violations. Lawsuits will waste more money. I am so tired of watching this council ignore the obvious and openly stated opinions of the residents. We don't care if a council member or neighbor would "prefer we lived more like them." We want all of our Los Alamos neighbors to be themselves, express themselves, and take care of their lives, families, properties as they see fit, within the bounds of public health and safety.</p> <p>Please don't screw up this town, or sabotage the next council election by continuing to ignore what your constituents want. This Nuisance Code will likely be the final nuisance tolerated by those considering ousting a member from their seat. I know it is for me.</p>		



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General		<p>Hi all - I'm a constituent in Los Alamos and want to submit a public comment on the Chapter 18 Nuisance Code rewrite. I am opposed to anything being included in the code that is not health or safety related.</p> <p>Some of the changes proposed place an undue burden on those of different economic backgrounds. Areas of particular concern include Division 2. Much of the language is written too vaguely to protect those with limited time and resources. I am concerned that working families with young children might get caught up in violations that have nothing to do with the health or safety of the public. Language that impedes on the rights of private property owners is not acceptable in this code.</p> <p>Please consider the whole community in your role representing everyone in our county. Thanks for your time.</p>		The proposed revisions aim to provide the minimum standards necessary to support the purpose statement and to guard the health, safety, and welfare of the public.
Sidewalks and Driveways	Sec -18-30	<p>Hi Jessica, sorry I realize this comment is 10 days past the deadline, but I feel like it's important to point out that regarding the sidewalk maintenance, the sidewalks are all owned by the county. Our property lines typically stop 2-3 feet up from the sidewalk (it varies, as it's based on a distance from the street centerline). So it's not a matter of keeping up something that crosses our private property, the sidewalks are not even on our property.</p> <p>For example, this is my lot (250) at 2733 Walnut St. These property lines were established in 1965 when the Dept of Energy privatized all the residential land in Los Alamos (prior to that it was all owned by DOE and rented to workers). My property line, and most of the others in LA County, were established as a 24' buffer from the road centerline (though it's not always centered). So I don't even own all of my front yard technically. The 8.5' of my yard closest to the road is actually owned by the county, as is the sidewalk and curb.</p> <p>My lot is not special, this would be found in 95% or more of private lots in the county. Rather than using easements, the county actually owns that land, for underground utilities and public sidewalks and roads.</p> <p>So I don't think you can have it set up that residents are responsible to fix the concrete on sidewalks when we don't even own them.</p>	<p>Revise language to read "Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x(1) of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code."</p>	Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.
Enforcement Procedures	Sec 18-75 Notice	<p>Hello,</p> <p>I have a question regarding the notice of violations and possible criminal complaints that can arise from not heeding the nuisance code.</p>		Notices are sent to the owner of record and the property address, if different from the owner of record because in many cases, that is the only record the County has of who occupies a residence. When a suspected violation is identified, County staff typically do not know which individual residing on the property is responsible for the violation and therefore is unable to address the violation to a specific individual.



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		<p>I am concerned about the joint nature of property ownership and who's name is on that criminal complaint and NOV.</p> <p>It is extremely unfair to one spouse who has absolutely nothing to do with the actions that precipitate the violation yet their name is on it because they are joint owners of the property.</p> <p>As the spouse of someone who works on cars and has received multiple NOVs, in a small town it is extremely embarrassing to me to have my name attached to that.</p> <p>Please consider the innocent spouse in your drafting and enforcing of this code.</p> <p>Thank you.</p>		
General		<p>Good morning, Jessica:</p> <p>I'm kind of new to this ongoing code enforcement discussion and I'm no attorney, but I do think we need something to help with neighbors who think they can just let their properties go and look like a ghetto, but we also cannot infringe on rights. Where is that balance? I've had a neighbor whose driveway looks like a used car lot and a neighbor who destroyed his house and property through neglect and sheer laziness. He drug carpet out of the house into the front lawn and chopped down trees and left them there. What an idiot. It does affect property values. I don't envy you. Los Alamos is unique. I personally think White Rock has more of an issue than the Hill. Someone should be able to change the oil in their car/ truck but I don't think it's okay to tear down a vehicle and leave it for months in the driveway. Sigh.</p> <p>Look at other small town codes. Look at Clovis, NM. Look at Canyon, TX where I'm from. Hold off on passing anything for now, please, till we can address some of the issues.</p> <p>I hope my comments help in some small way.</p> <p>Thank you,</p>		<p>The proposed revisions aim to provide the minimum standards necessary to support the purpose statement and to guard the health, safety, and welfare of the public. The Technical Code Review, available online here: https://www.lacchp18update.org/files/ugd/0fefb3_b20c2347ce014d44b071a0c361c0408b.pdf , reviewed precedent community codes and national best practices for nuisance codes. This document provides an overview of the project team's research and recommendations for those items relevant and applicable to Los Alamos County.</p>
Obstructive Vegetation	Sec 18-31	<p>At the county council meeting the discussion of tree trimming was discussed and raising the limit to 7 or 8 feet to accommodate the 6 feet, 8 inches ADA compliance requirement. I would like to recommend 7 feet versus 8 feet. Many people like myself are just over 5 feet. We can reach 7 feet with clippers but the average person must stand on a ladder or step stool to trim to 8 feet. I believe</p>	<p>Revise Language to read "The owner or occupant of any property shall destroy, remove or trim <u>or remove</u> all trees, plants, shrubs or vegetation, or any parts thereof, which overhang or extrude into any abutting sidewalk, public right-of-way, planting strip, clear sight triangle per Section 16-4-2(C)(IV) or adjacent property in such manner as to obstruct or impair the free and full use of the sidewalk</p>	<p>The clearance of 6 ft was selected to match the Sight Visibility Triangle language within the Chapter 16 Development Code Section 4-2(C)(IV). Language is revised to 7 ft .</p>



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		there is increased liability to the county for homeowners standing on ladders on public sidewalks to trim vegetation to meet a county code. I do not think we want to require homeowners to hire contractors to trim when the average person could do it if the lower limit were in place. Please restrict this to 7 feet. It meets the goal and reduces risk and liability. Thanks	or street, including the interruption or interference with the clear vision of pedestrians, bicycles, or persons operating vehicles thereon, and including interference with traffic signs, poles, wires, pipes, fixtures or any other part of any public utility situated in the street or public rights of way. Vegetation shall be removed or trimmed <u>or removed</u> to maintain a minimum clearance of <u>76</u> feet overhanging sidewalk height and 14 feet overhanging street height."	
General		<p>This whole thing is saddening at best. As an American disabled vet this entire rewrite of the nuisance code goes against everything I fought for for this country. The CDD, DPS, and Los Alamos county council are over reaching and trying to take many constitutional rights away from its citizens. I for one will not vote for any sitting members in the coming election if this whole thing isnt scraped and started anew. I for one will not stand for this. I also know many citizens will stand with me. The Syrphy lawsuit wasn't enough of a wakeup call?</p> <p>Who are any of you to trespass "legally" stay off our land. You don't like my house or my cars don't look. Your elitist views are not welcome here!</p> <p>TL:DR a nuisance is something that is a public safety concern for a lot of people, this is overreach; violations means you created a nuisance, and know your rights, included citations where possible. Photo credit: the wild garden we inherited.</p> <p>What does the NM Courts say is a nuisance?</p> <p>A public nuisance is one which adversely affects public health, welfare, or safety. Town of Clayton v. Mayfield, 82 N.M. 596, 485 P.2d 352 (1971). A public nuisance affects the rights of citizens as part of the public and must affect a considerable number of people or an entire community or neighborhood. Spur Industries, Inc. v. Del E. Webb Development Co., 108 Ariz. 178, 494 P.2d 700 (1972).</p> <p>home rule charter means LAC defines a nuisance, but see page 6. The survey results say fire hazards, abandoned buildings, structural hazards, and trash were actual concerns of a "considerable amount of people". https://www.lacchp18update.org/files/ugd/0fefb3_472b95e31b614106b999311174dda065.pdf</p> <p>I'd be willing to bet that that considerable amount was referring to abandoned commercial properties. Especially as that survey was multiple choice and didn't allow citizens to actually respond how they feel!</p> <p>This is a case in which "Dead fish smell" from a neighborhood factory was NOT ENOUGH to be considered a public nuisance.</p>		The proposed revisions aim to provide the minimum standards necessary to support the purpose statement and to guard the health, safety, and welfare of the public. The draft has been reviewed by both Los Alamos County's legal team and the consultants legal counsel for compliance with New Mexico State Statutes and case law.



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		<p>what has been found a nuisance?: an unfenced junk yard where the person planned to BURN CARS.</p> <p>2. Home rule charter allows municipalities to define a nuisance, abate a nuisance and impose penalties upon a person who CREATES or ALLOWS a nuisance to exist.... Owning a vehicle is not creating a nuisance. Nor a tractor. Nor working on a vehicle of any kind. Nor anything on my property, as the things on my property can't threaten public safety as the public should not be on my property! Again trespassing.</p> <p>NM courts “will not interfere with [the] city’s determination regarding [the] reasonableness of its public health regulations unless it is plain and palpable that there is no real or substantial relation between the ordinance and its object” (internal quotation marks and citation omitted)); Mitchell v. City of Roswell, 45 N.M. 92, 98, 111 P.2d 41, 44 (1941 if the ordinance is called a public health nuisance and it's about aesthetic curb appeal this can be contested.</p> <p>3. municipalities have been held liable for damages when they abated nuisances that were...surprise! not a nuisance 46 Am. Jur. 2d, A.L.R 362</p> <p>4. you have a right to a hearing for any violation of an ordinance: CNMSA 3-18-17</p> <p>(e) a hearing provided for a contested nuisance ordinance offense or violation shall be held by a hearing officer appointed by the presiding judge of the civil division of the district court with jurisdiction over the municipality, and the hearing itself shall be conducted following the rules of evidence and civil procedure for the district courts. The burden of proof for offenses or violations and defenses is a preponderance of the evidence. A determination by the hearing officer shall not impose a total amount of penalties, fines, fees and costs in excess of that provided in the nuisance ordinance;</p>		
Sidewalks and Driveways	Sec 18-30	<p>Other tidbits: the condition of your sidewalk is LAC's job ; they may regulate repair. See code below; regulation of private property (stairway and driveway) is likely an overreach.</p> <p>Liability of municipality to keep streets and sidewalks in safe condition. — A municipality is under a legal duty to keep its streets and sidewalks in a reasonably safe condition for the use of the public, and for the negligent failure to perform this duty it is liable in tort to a person thereby injured.</p> <p>https://nmonesource.com/nmos/nmsc/en/item/373997/index.do</p>	<p>Revise language to read “Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-</p>	<p>Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.</p>



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		I will be seeing if any of this in any near to this form is passed. And will be collecting as many other citizens as possible to join in!	x[1] of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code."	
Weeds		I live in White Rock, and believe the town is safer and healthier, since there are height limits on weeds. Please continue these limits.		The term "weed" and the appropriate enforcement thereof has created much debate within the community. The current draft utilizes vegetation rather than weeds and focuses County enforcement efforts on obstructive vegetation in areas that create public health and safety concerns, i.e. those overhanging sidewalks, public right-of-ways and required clear sight triangles.
Sidewalks and Driveways	Sec 18-30	Hi Jessica and Sobia, I'm a homeowner on North Mesa and have a few comments on the draft version of the nuisance code. Section 18-30 Sidewalks and Driveways I think this section should be removed in its entirety. Sidewalks are installed by county. Anything installed in an easement by the county should be the county's responsibility to maintain. I am not expected to make sure the water mains or roads are in good condition, but these are in the same category of county facility as a sidewalk. Further, if a driveway or path is on my property and not for public use, the threshold at which I deem it to be in disrepair should be at my discretion. This is a subjective threshold and not defined here. Just remove this section.	Revise language to read "Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16- x[1] of the Development Code. This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code."	Revise language to remove maintenance obligation of the sidewalk surface for the property owner. Proposed revision retains the requirement that walkways be kept clear of obstructions.
		Section 18-32 Accumulation of litter, garbage and refuse Remove sentence about compost. There is no need to discourage people from being environmentally responsible with their trash. Leaving this in just threatens that the country will cite you for your good intentions. Poorly maintained compost can be dealt with using previous statements about sanitary containment of refuse.	Revise language to read "All exterior property and premises, whether improved or vacant, shall be free from any accumulation of litter, garbage, refuse, or vegetative debris which causes or creates a fire, health, safety, or welfare hazard, except in approved receptacles for collection. Every property owner or occupant shall dispose of all litter, garbage, refuse, or vegetative debris in a clean and sanitary manner by placing such materials in approved receptacles for collection, or by taking it to an approved disposal facility. Dumpsters and similar large receptacles shall be shielded from the public view per the requirements outlined in Section 16-4-4(E)(IV) of the Development Code. Compost piles shall be <u>contained or covered to</u> screened from public view and shall be kept covered, except while turning to ensure contents are not windblown. All other such receptacles shall be kept in orderly manner and may only be moved to the curb <u>no earlier than 5:00 pm the day prior to the day</u> of collection as determined by the collections schedule set forth by the County."	Revise language to provide more flexibility for composting.



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Outdoor Furniture	Sec 18-33	Section 18-33 Outdoor furniture Remove in entirety. If furniture decays to the point of being refuse, it is in violation is section 18-32.	Outdoor furniture Furniture, other than outdoor furniture as defined by this Article, shall be prohibited on any yard, unenclosed porch, deck balcony or other exterior areas of any premise.	Strike Sec 18-33 Outdoor Furniture from proposed language.
Outdoor Storage	Sec 18-34	Section 18-34 Outdoor storage Outdoor storage. I'm not sure how this has any impact on health, safety, or welfare. Remove entirely. Junk is already discussed in section 18-32	<p>Revise outdoor storage language to read “Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to <u>abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances</u> junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area. that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children’s play equipment, firewood, etc. may be stored outside. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the community development director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the County.”</u></p> <p>Revise outdoor storage definition to read “Outdoor storage means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children’s play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.”</u></p>	



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Exhaust vents	Section 18-36	Section 18-36 Exhaust vents Does this mean I can't idle my vehicle while I forgot something in my house. I think this is meant to pertain to vents in buildings? It is not clear.		The language in Section 18-36 Exhaust vents exists in the current Chapter 16 language. This does refer to venting from buildings that might create hazardous conditions.
Inoperable vehicles	Section 18-38	Section 18-38 Inoperable vehicles I think the only concerns regarding inoperable vehicles for health, safety, and welfare are the following: leaking of fluids causing environmental hazards, parts or all of them that are not properly secured such that they enter the public right of way in an uncontrolled manner. What is in both new and old versions appear to be focused on aesthetics only, and aesthetics are not a health safety or welfare issue. Rewrite to address actual health and safety issues or remove entirely.	<p>Revise language in Sec 18-38 Inoperable Vehicles to read “Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right of way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or wall or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right of way.</p> <p>This section shall not apply to a vehicle stored in an enclosed structure, to vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and, provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure. to a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</p> <p>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident’s name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc.</p> <p>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall</p>	The proposed revisions to the left provide clearer standards for hobby repairs, focused on potential hazards, and clearer exemptions for routine vehicle maintenance.



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Topic	Applicable Section	Comment	Revision	Response
			be performed within the garage or behind fenced areas which are not readily visible from public rights of way."	
Unsafe conditions	Section 18-52	<p>Section 18-52 Unsafe conditions</p> <p>There are a number of technical terms that require an advanced degree and further specifications of the building materials to evaluate. Are we expected to hire an engineer or architect each year to tell us if the anchorage of floor to roof columns are not exceeded by nominal live and dead loads? How is this going to be enforced? Isn't this something that should be dealt with in the building code? Let's leave all of these issues there.</p>		<p>The language in Section 18-52 Unsafe conditions exists in the existing Chapter 18 language and in the International Property Maintenance Code. The intent of these standards is to ensure that structures are maintained in a safe condition. In most situations, structures are well constructed and can be maintained in such a safe condition without the need for review by professionals.</p> <p>Enforcement duties fall upon the City manager's designee, which typically includes code enforcement staff, building officials, and County engineers who have the professional expertise to assess such hazards.</p>
Article II Noise and Article III Smoking		<p>Articles I and II are structured differently making it harder to read. Article I has divisions, and definitions are the final division. Article II starts with definitions as a section. Maybe make these more consistent.</p> <p>Articles II and III appear to be restatements of issues that are covered by local laws and other ordinances. If other ordinances deal with these issues, do we need these articles at all?</p> <p>Thanks for taking the time to review my comments and concerns regarding this draft code.</p> <p>Best,</p>		<p>Article II Noise and Article III Smoking are not within the scope of this update. The County has noted the need to update these articles.</p>
General		<p>Hi Jessica, Sobia, and County Council members,</p> <p>Thanks for all the work you've put into drafting the code. I wanted to send in my feedback as a constituent & native of Los Alamos. I am opposed to anything being included in the code that is not health or safety related. For example, banning people from working on cars in their driveway, having furniture on their porches, or having children's toys in their yards all strike me as extremely heavy-handed. You are also creating an unfunded mandate by regulating things like paint peeling by requiring people to fix this (completely aesthetic) issue at their own expense. This is extremely classist and I'm disappointed it's being put forward. Please take the chance to revise this code to one that is more welcoming to people of all income levels.</p> <p>Thank you so much for taking the time to read my comment.</p> <p>Best,</p>		<p>The proposed revisions aim to provide the minimum standards necessary to support the purpose statement and to guard the health, safety, and welfare of the public. The draft has been revised to provide clearer standards for hobby repairs, focused on potential hazards, and clearer exemptions for routine vehicle maintenance. The language has also been revised to clarify and provide more flexibility for outdoor storage and to remove references to peeling paint. Those revisions are outlined within this comment matrix and reflected in the revised Chapter 18 draft.</p>
Violations	Sec 18-71	HI,		The type of violation is not intended to change from the existing code to



LAC Chapter 18 Nuisance Code Update: Public Comment Matrix				
Topic	Applicable Section	Comment	Revision	Response
		<p>I'm forwarding this letter from a community member for your information - I'd appreciate it if you could relay comments/concerns to Jessica for review/consideration as we proceed with the drafting process.</p> <p>Thank you and take care, Sara</p> <p>Good morning,</p> <p>I have CC'd John on here, but John feel free to use this as a reference/FYI only.</p> <p>Sobia and Jessica, feel free to add this to the public comment matrix as well. This was a concern I brought up at the meeting that has since been reiterated to me by several neighbors and family members in town.</p> <p>I have a question about the section of the Chapter 18 code I would like to have clarified prior to the meeting on 9/9 (which is not on the LAC Calendar, btw, despite being mentioned at the council meeting on Tuesday).</p> <p>Under the violations section of the draft rewrite, I see the following language: (j) Upon the failure to abate a violation pursuant to the issuance of a Notice of Violation, a criminal citation to Municipal Court may be issued.</p> <p>Can you please tell me if this 1) has always been a criminal violation and 2) if not, why has it been changed to one. Finally, what are the repercussions for LANL "cleared" employees should they receive multiple criminal violations and how do we foresee this working for those who cannot pay fines? I do not know the entire legal ramifications, but, for instance, when you don't pay parking fines a bench warrant can be issued. Would we foresee something similar to that process playing out for folks who have a couch on their front porch they choose not to remove? Will there be caps on the fines and court fees that can accumulate due to a nuisance violation? Will the community understand that while something may be "unlawful" (stated earlier in this section), that does not make it illegal and feel empowered to seek legal counsel if they feel they are being unduly penalized or singled out for violations?</p> <p>I am very concerned about criminalizing this code. It will have unintended consequences. I'm not sure this county can handle another spate of lawsuits right now, and I'm wondering if all the consequences have been thought through.</p> <p>Thank you in advance,</p>		<p>this draft. The implications of receiving a violation order for those individuals with a security clearance would be determined by the agency administering the clearance. The County provides a Courtesy Letter requesting voluntary abatement of a nuisance prior to issuing a violation order to allow individuals to avoid receiving a violation order.</p>

**Presentation to the Los Alamos County Council
From the Community Development Advisory Board**

Input regarding the rewrite of Chapter 18 of the Municipal Code
And other recommendations developed by CDAB in 2022

SUMMARY

The current membership of CDAB has leaned increasingly toward emphasizing health and safety issues over matters of aesthetics. There are members of CDAB who place value in maintaining properties in a neat and orderly manner in terms of appearance, but the majority of the CDAB membership consistently takes the position that if it is not a matter of public health and safety the County should not be regulating it.

Health and safety concerns that have been flagged as areas of importance during CDAB discussions include keeping sidewalks free of obstructions for pedestrians and other users; and ensuring that accumulations of vegetative materials do not create a fire hazard.

There also was a general sense among Board members that residents should not be penalized because of the specifics of their property or neighborhood. For example, storage regulations that require the use of a garage are biased against properties that don't have garages. The Board, generally, saw a basic unfairness in such regulations.

CDAB members informed their positions by reviewing public comments received and posted by Dekker/Perich/Sabatini, by comments directed to CDAB's public email address, and by the community survey conducted as part of the Chapter 18 rewrite process.

Recommendations Specific to the Chapter 18 Rewrite

The following recommendations were developed by CDAB during a special session held Sept. 9 and our regular session held Sept. 19. The recommendations were presented to Dekker/Perich/Sabatini for consideration during the rewrite process.

CDAB actions Sept. 19, 2022

By a vote of 5-0¹, CDAB approved a motion not to recommend including a time period in Section 18-34, Outdoor Storage in connection with allowing storage of materials to support home projects or other activities.

By a vote of 4-2 CDAB approved a motion to recommend striking Section 18-34, Outdoor Storage and instead rely on the provisions of Section 18-32, Accumulation of Litter, Garbage, and Refuse to regulate the accumulation of materials on properties.

By a vote of 6-0 CDAB approved a motion that recommends changing the language in Section 18-32, Accumulation of Litter, Garbage, and Refuse regarding when receptacles for litter, garbage, or refuse can be moved to the curb to be consistent with the language in Section 32-7, Placement and Management of Containers.

By a vote of 5-1 CDAB approved motions that recommended the proposed Alternative Language for Section 18-38, Inoperable or Abandoned Vehicles be adopted so that vehicle repairs and active vehicle restoration projects can be conducted on a driveway, that no time limit be imposed if the vehicle is registered, and that the clause "with an opaque cover designed to fit the motor vehicle" be removed from the text of the Alternative Language.

¹ Note: The meeting began with five members and a sixth joined later, after the first vote was taken.

By a vote of 4-2 CDAB approved a motion to recommend that “snow” not be explicitly called out in Section 18-31, Obstructive Vegetation.

Discussion: CDAB had suggested expanding this section to include obstructions other than vegetation and the question of snow removal came up. After some discussion CDAB held a vote on whether to include the issue of snow.

By a vote of 6-0 CDAB approved a motion that recommends eliminating Section 18-71c and to impose a cap on total possible fines.

Discussion: The Board was concerned that the accumulating fines could become excessive.

By a vote of 6-0 CDAB approved a motion that recommends restructuring the text of Section 18-71, Authority to Enter to better highlight that “the authority to enter shall not include the interiors of private parties, dwellings or living quarters, or the portions of commercial premises used as dwellings, or the non-public portions of commercial premises, except upon obtaining a search warrant, or permission of the occupant thereof”.

CDAB Actions Sept. 9, 2022

CDAB by a vote of 4 to 3 passed a motion that recommends elimination of Section 18-30, Sidewalks and Driveways

Discussion: Members noted in discussion the need to keep sidewalks and public rights of way free of obstructions and hazards, even if this section is removed.

CDAB by a vote of 4 to 3 passed a motion that recommends changing the title of Section 18-31 from Obstructive Vegetation to Right of Way Obstruction.

Discussion: Members felt this section could be broadened to include obstructions that were more than just vegetation. If Section 18-30 is eliminated it would be useful to incorporate some of its provisions into 18-31.

CDAB by a vote of 7 to 0 passed a motion that requests that the consultant Dekker/Perich/Sabatini provide CDAB at its Sept. 19, 2022, meeting a rewrite of Section 18-31 that incorporates language from Section 18-30 regarding maintaining public right of way in a safe and passable condition free from obstruction².

Discussion: The main issue brought up in this discussion was that 18-31 could be broadened to address more than just vegetative obstructions, specifically snow but also possibly landscaping materials (such as rocks) that might get scattered on a sidewalk or other public right of way and create an obstruction or hazard.

CDAB by a vote of 2 to 4 did not pass a motion that would have recommended eliminating Section 18-33, Outdoor Furniture.³

CDAB by a vote of 4 to 2 passed a motion that requests the consultant Dekker/Perich/Sabatini provide CDAB at its Sept. 19, 2022, meeting a rewrite of Section 18-34 that incorporates deteriorated furniture items⁴.

Discussion: The notion behind this was that if deteriorated furniture items were captured in 18-34, Outdoor Storage, it would eliminate the need to regulate them under

² Note: CDAB did not receive any rewritten text per this request.

³ Note: One CDAB member dropped out of the Zoom meeting so we were left with six voting members.

⁴ Note: CDAB did not receive any rewritten text per this request.

18-33. It implies the issue isn't necessarily using indoor furniture outdoors, but the condition of furniture being used outdoors that should be the driving factor.

CDAB by a vote of 4 to 2 passed a motion that recommends removing the word "junk" from Section 18-34, Outdoor Storage.

Discussion: Members were concerned that using the term "junk," according to the definition provided, does not allow for any secondhand or used materials to be kept on private property for possible future use.

CDAB by a vote of 4 to 1 passed a motion that recommends removing the words "heavy equipment" from Section 18-34, Outdoor Storage.⁵

Discussion: Board members were sympathetic to concerns that some small businesses have no place to store heavy equipment other than at their private property.

CDAB by a vote of 3 to 3 stalemated on a motion to move from Section 18-34, Outdoor Storage to Section 18-31, Obstructive Vegetation the paragraph on tents or canopies and modify the language so that they not be permitted to block public right of way (vs. be visible from the public right of way).

CDAB by a vote of 2 to 4 did not pass a motion that would have recommended modifying Section 18-34, Outdoor Storage to allow up to 10 percent of a carport's footprint to be used for storage, provided the storage was neat and orderly, on properties without a garage or other storage facility.

Discussion: CDAB members opposed to the motion worried how the 10 percent requirement would be enforced and that "neat and orderly" was too subjective.

CDAB by a vote of 4 to 2 passed a motion that recommends Section 18-34, Outdoor Storage be modified to allow for the accumulation and storage of materials in carports or elsewhere on properties that do not have a garage or carport.⁶

Discussion: CDAB members opposed to the motion worried that as worded this would not put any restrictions on what was stored in a carport or how it looked.

CDAB Recommendations from July 18, 2022 Meeting

By a vote of 5-0 CDAB members approved a recommendation that CDAB not involve itself in any dispute between a property owner and CDD.

Discussion: CDAB should be a conduit for public input and awareness, as specified in its charter, but to play an Ombuds or other type of role in mediating disputes between citizens and the County could create legal headaches for CDAB members and possibly create an adversarial (vs. advisory) relationship between the Board and the County. It is a role best avoided as a formal body.

By a vote of 5-0 CDAB approved a recommendation directed to CDD that the Chapter 18 sections that address sidewalks include a provision that shrubs or other foliage or objects be maintained along the sidewalk edge so as not to impede any users of the sidewalk. CDAB further recommended that the grade at the sidewalk edge not be so low that it presents a serious tripping hazard.

⁵ Note: Due to technical issues one member lost connection to the meeting during this vote.

⁶ Note: Several of the recommendations regarding Section 18-34 were superseded by an action taken Sept. 19 regarding striking this section.

By a vote of 4-1 CDAB recommended to CDD that the Chapter 18 sections that address outdoor storage provide some accommodation for properties with severely limited storage space. Furthermore, CDAB recommended to CDD that outdoor storage that neither presents a risk to public safety nor is subject to being distributed by wind, wildlife, or other natural forces shall not be in violation.

Discussion: The final part of this recommendation drew concern from the Council Liaison. In hindsight, we recognized that had we reviewed recommendations from the sub-quorum working group in a different order we may have ended up with a different result. By voting on this recommendation first we precluded a discussion and vote on an alternative, less far-reaching version.

Other Pertinent CDAB Discussions

CDAB discussed but chose not to make any recommendation regarding neighborhood-specific code requirements

One could make an argument for different requirements for more rural parts of the County such as La Senda and Pajarito Acres, but in considering whether to create different requirements for, say, the Denver Steels area versus the Western area the discussion quickly ran into the difficulties of such an arrangement, especially when it comes to enforcement. How can you rationally argue that two adjacent property owners of different side of a neighborhood “boundary” are subject to different requirements?

Anonymous Complaint System

CDAB explored a concern whether the anonymous reporting system would allow residents to target or harass neighbors. A review of historical data convinced CDAB members that the hybrid reporting system was working well: there was no evidence of abuse by allowing citizens to register complaints anonymously. It also was evident that if the complaint was unwarranted, the Enforcement Officer would note this and close the complaint as such.

Vacant Building Ordinance

CDAB at its January 2022 meeting passed a motion recommending that the County create an ordinance for vacant commercial buildings. CDAB did not take a position on the language in the draft vacant building ordinance that was presented to Council at that time.

LAC Chapter 18 Article II Nuisance Update Crosswalk Table	
Existing Code Section	Corresponding Revised Code Section
Division 1 - Generally	Division 1 Purpose & Scope and Division 4 Administration & Enforcement
Sec. 18-32 – Scope.	Sec. 18-2 Scope
Sec. 18-33 – Responsibility	Sec 18-70 Responsibility for property maintenance and Sec 18-30 Sidewalks and Driveways
Sec. 18-34 – Definitions	Division 5 Definitions
Sec. 18-35 – Prohibited Generally	Sec 18-71 Violations
Sec. 18-36 - Notice	Sec 18-76 Notice
Sec. 18-37 - Complaint	Sec 18-73 Administration and enforcement procedures
Sec. 18-38 – Injunctions	Sec 18-75 Abatement and Lien
Division 2 – Regulation of Exterior Properties	Division 2 Exterior Property Areas
Sec. 18-41 - Sanitation	Sec 18-2 Scope and Sec. 18-35 Outdoor Storage
Sec. 18-42 – Weeds, brush piles, refuse and rubbish	Sec. 18-32 Accumulations of litter, garbage and refuse and Sec. 18-31 Obstructive vegetation
Sec. 18-43 – Outdoor furniture restriction	Eliminated
Sec. 18-44 – Outdoor storage of materials	Sec 18-35 Outdoor Storage
Sec. 18-45 – Rodent harborage	Sec 18-34 Rodent harborage
Sec. 18-46 – Exhaust vents	Sec 18-36 Exhaust vents
Sec. 18-47 – Accessory structures	Sec 18-37 Accessory structures
Sec. 18-48 – Swimming pools, spas, hot tubs	Sec 18-39 Swimming pools, spas, hot tubs
Sec. 18-49 – Refrigerators	Eliminated
Division 3 – Regulation of Exterior Structure	Division 3 Regulation of Exterior Structure
Sec. 18-50 – General	Sec 18-50 General
Sec. 18-51 - Unsafe conditions	Sec 18-52 Unsafe conditions
Sec. 18-52 – Protective treatment	Sec 18-51 Exterior surfaces protective treatment
Sec. 18-53 - Premises identification	Eliminated – requirement exists within the Building Code
Sec. 18-54 - Structural members	Sec 18-52 Unsafe conditions
Sec. 18-55 - Foundation walls	Sec 18-52 Unsafe conditions
Sec. 18-56 - Exterior walls	Sec 18-52 Unsafe conditions
Sec. 18-57 - Roofs and drainage	Sec 18-52 Unsafe conditions
Sec. 18-58 - Decorative features	Sec 18-52 Unsafe conditions
Sec. 18-59 - Overhang extensions	Sec 18-52 Unsafe conditions
Sec. 18-60 - Stairways, decks, porches and balconies	Sec 18-52 Unsafe conditions
Sec. 18-61 - Chimneys and towers	Sec 18-52 Unsafe conditions
Sec. 18-62 - Handrails and guards	Sec 18-52 Unsafe conditions
Sec. 18-63 - Window, skylight and door frames	Sec 18-52 Unsafe conditions
Sec. 18-64 - Doors	Sec 18-52 Unsafe conditions
Sec. 18-65 – Building Security	Eliminated
Sec. 18-66 - Enforcement	Sec 18-72 Responsibility of enforcement



LOS ALAMOS COUNTY
CHAPTER 18 NUISANCE CODE UPDATE
Council Presentation 11.29.2022



ATTACHMENT E 1



Agenda

- Chapter 18 History
- Goals
- Scope of the Update
- Code Update Overview
 - Code Structure
 - Key Updates
 - Public Input Received
- Discussion

Chapter 18 Article 11 Nuisances History

- Portions of a Nuisance Code go back to 1985, with incremental changes in 1995, 2004 and 2014
- NMSA 1978 Section 3-18-17 gives municipalities the authority to define a nuisance, abate a nuisance and impose penalties upon a person who creates or allows a nuisance to exist.

Project Goals

- Create a modern code that was easier to understand
- Rely on guidance from the International Property Maintenance Code (IPMC)
- Minimal changes to content being regulated
- Clarify administration and enforcement procedures
- Provide more description definitions

Project Scope

- Update includes the content of Chapter 18 Article II Nuisances
- Chapter 18 Article III Noise and Article IV Smoking and Chapter 6 Animals are not included in the scope of this update

Project Process

Project Milestones

- July 2021 Project Kick-off
- November 2021 Preliminary Technical Code Review Released
- November 2021 Public Survey Released with POLCO
- February 2022 Survey Results Released
- February 20222 Final Technical Code Review Released
- July 202222 Draft Chapter 18 Update Released
- October 2022 Final Draft Chapter 18 Released

7 Public Hearings / Meetings

2 Council Hearings

- July 2021 County Council Project Team Introduction and Process Overview
- August 2022 County Council Presentation of Draft Chapter 18 Update

5 CDAB Meetings

- July 2021 CDAB Project Team Introduction and Process Overview
- August 2021 CDAB Draft Survey Presentation
- November 2021 CDAB Presentation of Preliminary Findings of Technical Code Review
- April 2022 CDAB Technical Code Review Presentation
- August 2022 CDAB Presentation of Draft Chapter 18 Update

Code Content

- The majority of the draft content is contained in the existing code
- New sections:
 - Sidewalks/ driveways
 - Temporary structures
 - Clarification of procedures
 - Expanded definitions
- Eliminated content:
 - Outdoor furniture, per CDAB guidance
 - Refrigerators
 - Premise identification
 - Building security

LAC Chapter 18 Article II Nuisance Update Crosswalk Table	
Existing Code Section	Corresponding Revised Code Section
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Sec. 18-32 – Scope.	Sec. 18-2 Scope
Sec. 18-33 – Responsibility	Sec 18-70 Responsibility for property maintenance and Sec 18-30 Sidewalks and Driveways
Sec. 18-34 – Definitions	Division 5 Definitions
Sec. 18-35 – Prohibited Generally	Sec 18-71 Violations
Sec. 18-36 - Notice	Sec 18-76 Notice
Sec. 18-37 - Complaint	Sec 18-73 Administration and enforcement procedures
Sec. 18-38 – Injunctions	Sec 18-75 Abatement and Lien
Division 2 – Regulation of Exterior Properties	Division 2 Exterior Property Areas
Sec. 18-41 - Sanitation	Sec 18-2 Scope and Sec. 18-35 Outdoor Storage
Sec. 18-42 – Weeds, brush piles, refuse and rubbish	Sec. 18-32 Accumulations of litter, garbage and refuse and Sec. 18-31 Obstructive vegetation
Sec. 18-43 – Outdoor furniture restriction	Eliminated
Sec. 18-44 – Outdoor storage of materials	Sec 18-35 Outdoor Storage
Sec. 18-45 – Rodent harborage	Sec 18-34 Rodent harborage
Sec. 18-46 – Exhaust vents	Sec 18-36 Exhaust vents
Sec. 18-47 – Accessory structures	Sec 18-37 Accessory structures
Sec. 18-48 – Swimming pools, spas, hot tubs	Sec 18-39 Swimming pools, spas, hot tubs
Sec. 18-49 – Refrigerators	Eliminated
Division 3 – Regulation of Exterior Structure	Division 3 Regulation of Exterior Structure
Sec. 18-50 – General	Sec 18-50 General
Sec. 18-51 - Unsafe conditions	Sec 18-52 Unsafe conditions
Sec. 18-52 – Protective treatment	Sec 18-51 Exterior surfaces protective treatment
Sec. 18-53 - Premises identification	Eliminated – requirement exists within the Building Code
Sec. 18-54 - Structural members	Sec 18-52 Unsafe conditions
Sec. 18-55 - Foundation walls	Sec 18-52 Unsafe conditions
Sec. 18-56 - Exterior walls	Sec 18-52 Unsafe conditions
Sec. 18-57 - Roofs and drainage	Sec 18-52 Unsafe conditions
Sec. 18-58 - Decorative features	Sec 18-52 Unsafe conditions
Sec. 18-59 - Overhang extensions	Sec 18-52 Unsafe conditions
Sec. 18-60 - Stairways, decks, porches and balconies	Sec 18-52 Unsafe conditions
Sec. 18-61 - Chimneys and towers	Sec 18-52 Unsafe conditions
Sec. 18-62 - Handrails and guards	Sec 18-52 Unsafe conditions
Sec. 18-63 - Window, skylight and door frames	Sec 18-52 Unsafe conditions
Sec. 18-64 - Doors	Sec 18-52 Unsafe conditions
Sec. 18-65 – Building Security	Eliminated
Sec. 18-66 - Enforcement	Sec 18-72 Responsibility of enforcement

Code Content

- Structure has been re-organized into 5 Divisions for clarity:

- Purpose / scope
- Exterior property
- Exterior structure
- Administration & enforcement
- Definitions

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DIVISION 1. GENERALLY	
Sec. 18-31. Reserved.....	
Sec. 18-32. Scope.....	
Sec. 18-33. Responsibility.....	
Sec. 18-34. Definitions.....	
Sec. 18-36. Notice.....	
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DIVISION 2. REGULATION OF EXTERIOR PROPERTIES	
Sec. 18-41. Sanitation.....	
Sec. 18-42. Weeds, brush piles, refuse and rubbish.....	
Sec. 18-43. Outdoor furniture restriction.....	
Sec. 18-44. Outdoor storage of materials.....	
Sec. 18-45. Rodent harborage.....	
Sec. 18-46. Exhaust vents.....	
Sec. 18-47. Accessory structures.....	
Sec. 18-48. Swimming pools, spas, hot tubs.....	
Sec. 18-49. Refrigerators.....	
DIVISION 3. REGULATION OF EXTERIOR STRUCTURE.....	
Sec. 18-50. General.....	
Sec. 18-51. Unsafe conditions.....	
Sec. 18-52. Protective treatment.....	
Sec. 18-53. Premises identification.....	
Sec. 18-54. Structural members.....	
Sec. 18-55. Foundation walls.....	
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Sec. 18-57. Roofs and drainage.....	
Sec. 18-58. Decorative features.....	
Sec. 18-59. Overhang extensions.....	
Sec. 18-60. Stairways, decks, porches and balconies.....	
Sec. 18-61. Chimneys and towers.....	
Sec. 18-62. Handrails and guards.....	
Sec. 18-63. Window, skylight and door frames.....	
Sec. 18-64. Doors.....	
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Sec. 18-66. Enforcement.....	
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Public Comments

Public comment matrix posted on project website at <https://www.lacchp18update.org/>

Los Alamos County Chapter 18 Update

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Documents

Documents

Drafts of the Los Alamos County Chapter 18 Update and relevant documents are listed below. Please comment below each draft.

Chapter 18 Nuisance Code Update Clean Final Draft

[Click here to view final draft of the Chapter 18 Nuisance Code update, released October 2022.](#)

Chapter 18 Nuisance Code Update Redline Final Draft

[Click here to view the redline version of the Chapter 18 Nuisance Code update that tracks changes, released October 2022.](#)

Public Comments on Chapter 18

[Click here to view the public comments received on the Chapter 18 Draft released in July 2022 and the project team's responses to the comments.](#)

LAC Chapter 18 Nuisance Code Update: Public Comment Matrix

Topic	Applicable Section	Comment	Revision	Response
Inoperable vehicles - Alternative for Personal Auto and Hobby Repair	Sec 18-38 Inoperable or abandoned vehicles	Would either of you mind explaining how automotive maintenance falls under the tenets of the nuisance code? Requiring all work to be completed in a fenced area or a garage is a safety hazard for many residences in the county and regardless of that - this work does not fall under the premises outlined by the code itself. Is there a reason this new code section was added? Why does the county believe it has the authority to regulate what hobbies or maintenance are performed in a safe manner in driveways throughout the county?	<p>2 potential revisions are outlined below:</p> <p>Option 1: Remove the content under the heading of Alternative for Personal Auto and Hobby Repair on page 5.</p> <p>Option 2: Revise language as follows: "This section shall not apply in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and complies with all use requirements of the district and any conditions imposed by the approving bodies, as where any number of inoperable vehicles are kept in an enclosed structure, the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc. or when vehicles are actively being restored, as defined by this Article, by the owner or tenant of the premises. Any dismantled or inoperative vehicles, or parts thereof, actively being restored are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name and fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard."</p> <p>Alternative for Personal Auto and Hobby Repair15- Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights-of-way.</p> <p>Add definition of actively restored to Division 5 to read: "Actively Restored means the owner has spent at least ten hours of labor in repairing, rebuilding or reconstruction of the motor vehicle within the last 30 days. The burden shall be on the owner of the vehicle to prove that it is being actively restored which may include receipts for the purchase of parts and supplies during the last 6 months which have been installed on the vehicle."</p>	This is an issue that was brought up related to inoperable vehicles being stored in public view for extended time periods for the sake of personal hobby repair. It was an issue that the project team was asked to consider during one of the CDAB presentations. This language was only intended to apply to the repair of inoperable vehicles.

ATTACHMENT E 9

Public Comments

Major concerns related mostly pertained to Division 2: Exterior Property Areas, particularly:

- Sec 18-30 Maintenance responsibilities of sidewalks
- Sec 18-31 Obstructive Vegetation, specifically if weeds should be regulated aside from hazardous vegetative obstructions
- Sec 18-33/34 Outdoor Storage / Furniture creating too onerous outdoor storage requirements
- Sec 18-38 Storage of Inoperable Vehicles and alternative language regarding hobby maintenance being too onerous

Purpose

The purpose of this Article is to promote the public's health, safety, and welfare by establishing minimum standards governing the conditions and maintenance of property and structures to prevent the creation and continuation of public nuisances, as defined by this Article, and to provide a means for abatement.

Exterior Property Areas

No substantial changes to:

- Rodent harborage
- Inoperable vehicles
- Exhaust vents
- Swimming pools
- Accessory structures

Notable changes to:

- New standards for sidewalks to ensure they are safe, passable, and unobstructed
- Changes in regulation from weeds to obstructive vegetation only
- New standards to address movable or temporary structures such as PODs.
- Clarified Accumulation of litter, garbage, and refuse to allow for compost piles

New

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Sec 18-31 Obstructive vegetation.....	4
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Sec 18-33 Movable or temporary storage structures.....	5
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Sec 18-30 Sidewalks and driveways

- New Content, based on comments regarding safety due to sidewalk obstructions
- Public concerns on previous drafts regarding private maintenance requirements of public facilities
- CDAB guidance to remove facility repair requirement
- Revised draft removed concrete repair obligations for property owners
- Revised content is similar to IMPC

Previous Draft

Sec 18-30 Sidewalks and driveways

Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x of the Development Code.

Recommended Revisions

Sec 18-31 Sidewalks and driveways

Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained in a safe and passable condition, free from obstructions and hazardous conditions. ~~The owners or occupant of property where these features are located shall be responsible to maintain these areas and to repair defects and hazards located thereon. The obligation of maintenance shall include but not be limited to maintenance of a constant grade, repair of substantial holes, cracks or spalling, and removal of rubbish, debris or vegetation impeding into a required clear path or sight triangle per Section 16-x of the Development Code.~~ This includes any object that obstructs the free flow of pedestrian or vehicular traffic thereon, and obstructions impairing the line of sight, particularly within required sight triangle per Section 16-4-2(C)(IV) of the Development Code.

Sec 18-31 Obstructive Vegetation

Existing

Existing Code (sec 18-42):

- Regulates weeds in excess of 18"

Notable changes:

- Regulates vegetation only in relation to obstructions to sidewalks and streets
- Does not regulate weeds on private property

CDAB recommendation that "snow" not be explicitly called out in Section 18-31

Sec. 18-42. Weeds, brush piles, refuse and rubbish.

- All weeds, brush piles, refuse and rubbish on a property within the county are hereby declared to be a nuisance and a menace to the health and safety of the inhabitants of the county. The accumulation of weeds, grasses, refuse and rubbish which constitutes or create a fire, health or safety hazard is unlawful and is hereby declared to be a nuisance. It is unlawful for the owner or occupants of any property to permit refuse, rubbish or brush piles to accumulate on any part of the property.
- All premises and exterior property shall be maintained free from weeds or plant growth in excess of 18 inches. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Allegations that weeds upon a property constitute a nuisance pursuant to this section shall set forth with particularity which plants are deemed weeds, why, and the abatement measures required, all of which shall be included in the notice issued pursuant to this chapter 18.
- The property owners ...
- No owner or occupant of any property shall allow any hedge, shrub, tree or other vegetation, or any part thereof, to overhang, extend or protrude into any street, sidewalk, or public right-of-way in a manner which obstructs or impedes the safe and orderly movement of persons or vehicles thereon.

Update



Sec 18-31 Obstructive Vegetation

- Public concerns that 6' clearance requirement may not accommodate the subset of the population that is taller
- Revised draft increased clearance height to 7'
- Public comments received had conflicting desires to regulate weeds or not

Previous Draft

Sec 18-32 Obstructive vegetation

The owner or occupant of any property shall destroy, remove or trim all trees, plants, shrubs or vegetation, or any parts thereof, which overhang or extrude into any abutting sidewalk, public right-of-way, planting strip, clear sight triangle per Section 16-4-2(C)(IV) or adjacent property in such manner as to obstruct or impair the free and full use of the sidewalk or street, including the interruption or interference with the clear vision of pedestrians, bicycles, or persons operating vehicles thereon, and including interference with traffic signs, poles, wires, pipes, fixtures or any other part of any public utility situated in the street or public rights of way. Vegetation shall be removed or trimmed to maintain a minimum clearance of 6 feet overhanging sidewalk height and 14 feet overhanging street height.

Recommended Revisions

Sec 18-1 Obstructive vegetation

The owner or occupant of any property shall destroy, remove or trim all trees, plants, shrubs or vegetation, or any parts thereof, which overhang or extrude into any abutting sidewalk, public right-of-way, planting strip, clear sight triangle per Section 16-4-2(C)(IV) ~~or adjacent property~~ in such manner as to obstruct or impair the free and full use of the sidewalk or street, including the interruption or interference with the clear vision of pedestrians, bicycles, or persons operating vehicles thereon, and including interference with traffic signs, poles, wires, pipes, fixtures or any other part of any public utility situated in the street or public rights of way. Vegetation shall be removed or trimmed to maintain a minimum clearance of 67 feet overhanging sidewalk height and 14 feet overhanging street height.

Sec 18-33 Movable or temporary storage structures

- 1 CDAB board members expressed concerns that this section would prohibit temporary outdoor carports which might be desired by many residents
- Code enforcement safety concerns about structural integrity of temporary tents / canopies during snow events, high winds etc..
- Recommendation is to retain language as written due to safety concerns
- An Alternative would be to explicitly state that temporary tent like carport structures are exempt from this required.

Sec 18-33 content

Tents or canopies used for storage or metal storage or moving containers shall not be permitted in areas visible from the public rights-of-way unless specifically approved and permitted through a Temporary Use Permit and in compliance with all standards of Section 16-3-2(E)(X) Temporary Storage of the Development Code.

Sec 18-35 Outdoor Storage

Existing Code (sec 18-42):

- Prohibited the accumulation of weeds, grasses, refuse and rubbish which constitutes or create a fire, health or safety hazard is unlawful and is hereby declared to be a nuisance

Notable changes:

- Adds requirements to dispose of dispose of all litter, garbage, refuse, or vegetative debris in a clean and sanitary manner
- Add requirements orderly storage of receptacles and screening of large receptacles per Chp 16 Development Code
- Adds requirement to cover / contain compost piles

Sec 18-35 Outdoor Storage

- Public concerns on previous drafts that outdoor furniture storage requirements were too onerous
- CDAB guidance to completely remove outdoor furniture section
- CDAB recommend striking Section 18-34, Outdoor Storage and rely on the provisions of Section 18-32, Accumulation of Litter, Garbage, and Refuse

Current Draft	Recommended Revisions
<p>Sec 18-1 Outdoor storage</p> <p>Outdoor storage or accumulation of items in residential zoning districts consisting of but not limited to junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision.</p> <p><i>Outdoor storage</i> means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code.</p>	<p>Sec 18-1 Outdoor storage</p> <p>Outdoor storage or accumulation of items in residential zone districts consisting of but not limited to abandoned, discarded, nonfunctional or inoperable household items, appliances, furnishings, equipment, machinery, appliances junk, building or construction materials not in use for construction on the property, heavy equipment, household appliances, salvage materials, tires or vehicle parts, or similar items that are not manufactured or intended for storage or use on any residentially zoned property shall be stored and maintained in an orderly manner (e.g. stacked), shall not prevent emergency access to the primary structure, shall remain free of stagnant water, and shall be located outside the front setback area, that does not prohibited unless otherwise allowed by this Code, within any yard, unenclosed porch, carport, other partially enclosed structure, deck or balcony that are visible from any public street, sidewalk, or alley or from the ground level of abutting properties. The storage of such materials within a garage or other fully enclosed structure shall not be considered outdoor storage for the purposes of this provision. <u>Storage within carports is permitted, provided storage does not inhibit parking within the carport and storage complies with the provisions of this section. Items customarily associated with residential uses such as, but not limited to, hoses, lawn furniture, grills and outdoor cooking equipment, sport, game and leisure equipment, children's play equipment, firewood, etc. may be stored outside provided storage complies with the provisions of this section. This section does not apply to the storage of such materials within a garage or other fully enclosed structure. Notwithstanding the foregoing, construction materials may be stored outdoors on residential premises for a period not to exceed nine months, or for such longer period of time as may have been approved by the Community Development Director, if such materials are being used in the construction of a structure on the site and for which a building permit has been issued by the county.</u></p> <p>Outdoor storage in non-residential zoning districts shall be screened from view in accordance with requirements of Chapter 16 or conditions of a Conditional Use Permit or as otherwise required by law. All required screening shall be maintained in good repair.</p> <p><i>Outdoor storage</i> means the keeping, storing, placing, or locating on exterior property on any premises for more than 30 consecutive days, of abandoned, discarded, nonfunction or inoperable household items, appliances, furnishings goods, products, tools, machinery, equipment, inoperable vehicles, trailers, or other similar items that are not allowed as a principal use or an accessory use of the premises or property under Chapter 16 Development Code. <u>Items customarily associated with residential uses such as, but not limited to, hoses; lawn furniture; grills and outdoor cooking equipment; sport, game and leisure equipment; children's play equipment; firewood; etc. shall not be considered outdoor storage for the purposes of this Chapter.</u></p>

Sec 18-38 Inoperable or Abandoned Vehicles

Original content moved from Chapter 16 Sec. 16-281

No substantial changes:

- Storage locations
- Opaque cover requirement if not enclosed with a fence
- Limit of 3 vehicles per site

Notable changes:

- Clarified that this section does not apply to vehicles within enclosed structures, or on the premise of a business where such activity is permitted.
- New language to clarify inoperable vehicles being actively restored are permitted provided parts are neatly stored out of public view and the vehicle is covered when not actively being restored.

Sec 18-38 Inoperable or Abandoned Vehicles

- Public concerns particularly regarding the language regarding hobby repair of inoperable vehicles
- CDAB guidance was to remove the clause “with a opaque cover designed to fit the motor vehicle”. Received at least 1 Council comment that this requirement should be retained.
- Revised draft retains requirement
- Revised draft provides clearer standards for hobby repair and exemptions for routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement

ATTACHMENT E 20

Current Draft	Recommended Revisions
<p>Sec 18-1 Inoperable or abandoned vehicles</p> <p>Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or <u>wall</u> or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p>This section shall not apply in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure.</p> <p>Alternative for Personal Auto and Hobby Repair: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights-of-way.</p>	<p>Sec 18-1 Inoperable or abandoned vehicles</p> <p>Storage or encroachment of inoperable vehicles, as defined by this Chapter, in the public right-of-way is prohibited. Storage of inoperable vehicles within a front yard is prohibited, except if the lot, because of topography, shape, or the location of the structures, cannot reasonably accommodate the location of inoperable vehicles in areas other than the front yard, and there is no safety hazard, then one (1) inoperable vehicle may be stored in a front yard; provided that it is covered with an opaque cover designed to fit the motor vehicle. No more than three (3) inoperable vehicles may be stored in a combination of the rear yard and side yard; provided that they are enclosed with a fence or <u>wall</u> or each is covered with an opaque cover designed to fit the motor vehicle such that the vehicle is not a safety hazard or visible from adjoining or surrounding property or from view of a public right-of-way.</p> <p>This section shall not apply <u>to a vehicle stored in an enclosed structure, to</u> vehicles on the premise of a business in an area where an activity is within the contemplated purposes of a duly licensed business with the appropriate zoning or permitted as part of a Special Use and provided it complies with all use requirements of the district and any conditions imposed by the approving bodies, or where any number of inoperable vehicles are kept in an enclosed structure, to <u>a vehicle that is in compliance with §§ 66-11-1 through 66-11-5 NMSA 1978., except that such vehicles, when stored in the front yard, will be covered with an opaque cover designed to fit the vehicle.</u></p> <p><u>Any dismantled or inoperative vehicles, or parts thereof, actively being restored, as defined by this Chapter, are permitted to be stored on the property for a period not to exceed six months, provided the motor vehicle is registered in the resident's name, the dismantled parts are neatly stored out of public view when not actively being restored, and the vehicle is fully covered with an opaque cover designed to fit the motor vehicle if stored in a front yard when not actively being restored. This section does not apply to the routine or minor vehicle maintenance and repairs, such as oil changes, brake replacement, etc..</u></p> <p>Alternative for Personal Auto and Hobby Repair15: Repair, maintenance or hobby activities performed on personal vehicles owned by the owner(s) or occupant of the property will be done in a manner which minimizes the impact to the neighborhood and, shall be performed within the garage or behind fenced areas which are not readily visible from public rights-of-way.</p> <p>Add definition of actively restored to Division 5 to read: “Actively Restored means the owner has spent at least ten hours of labor in repairing, rebuilding or reconstruction of the motor vehicle within the last 3060 days. The burden shall be on the owner of the vehicle to prove that it is being actively restored which may include receipts for the purchase of parts and supplies during the last 6 months which have been installed on the vehicle.”</p>

Division 3 Exterior Structure

No substantial changes to:

- General requirement that structures be maintained in good repair
- Unsafe conditions

Notable changes to:

- Clarified exterior surfaces protective treatment language to require exterior surfaces to be rated for exterior use

DIVISION 3. REGULATION OF EXTERIOR STRUCTURE	7
Sec 18-50 General	7
Sec 18-51 Exterior surfaces protective treatment	7
Sec 18-52 Unsafe conditions	8

Division 4 Administration and Enforcement

No substantial changes to:

- Responsibility for property maintenance
- Violations
- Responsibility of enforcement
- Penalties

Notable changes to:

- Codified administration and enforcement procedures to match existing processes
- Clarified notice requirements to include courtesy letter
- Codified authority to enter with a warrant per IPMC

	DIVISION 4. ADMINISTRATION AND ENFORCEMENT	9
	Sec 18-70 Responsibility for property maintenance	9
	Sec 18-71 Violations.....	9
	Sec 18-72 Responsibility of enforcement	9
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	Sec 18-74 Authority to Enter	11
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	Sec 18-76 Notice	11
	Sec 18-77 Penalties for violation of division	12
	Sec 18-78 —18-89. Reserved.....	12

CDAB recommends eliminating Section 18-71c and to impose a cap on total possible fines and restructuring the text of Section 18-71, Authority to Enter to better highlight that “the authority to enter shall not include the interiors of private parties, dwellings or living quarters, or the portions of commercial premises used as dwellings, or the non-public portions of commercial premises, except upon obtaining a search warrant, or permission of the occupant thereof”.

NOTICE OF CODE ORDINANCE 02-334

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Code Ordinance 02-334. This will be considered by the County Council at a public hearing on Tuesday, November 29, 2022, 6:00 p.m., at the County Municipal Building, located at 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE 02-334

AN ORDINANCE REPEALING AND REPLACING IN ITS ENTIRETY THE TEXT OF ARTICLE II, CHAPTER 18, "NUISANCES"

Council of the Incorporated County of Los Alamos

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

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

Publication Date: Thursday, November 17, 2022



County of Los Alamos

Staff Report

November 29, 2022

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 1)

Index (Council Goals):

Presenters: Steven Lynne, County Manager

Legislative File: 15447-22

Title

County Manager's Report for November 2022

Body

The County Manager's Office compiles a monthly report of activities conducted by County staff and publishes this report for the benefit of our citizens. Highlights of this report will be emphasized for Council as a means to increase the distribution of this information.

Attachments

A - November County Manager's Update

STATS Update

As of November 14, 2022:

Facebook:

Rating: 4.3 out of 5

(44 reviews)

Followers: 7,220

Reach: 17,752

Clicks: 1,802

Shares: 100

Top performing post: [Election](#)

Results (Nov. 8, 2022)

Post Impression: 3,654

Post Reach: 3,466

Post Engagement: 1,491

Instagram

Followers: 1,719

Next Door

Community Members: 4,085

County Line

Subscribers: 2,178

Open Rate: 11%

Cone Zone (Apr – Oct)

Subscribers: 1,484

Open Rate: 14%

COVID Newsletter

Subscribers: 576

Open Rate: 18%

Meeting Our Goals

Los Alamos County recognized customers and employees in October. The council proclaimed that October 3 was Customer Service Week. To celebrate its customers, many county departments joined the Customer Care Center in the lobby at the Municipal Building on October 5 for the annual customer service fair. Refreshments, giveaways, and friendly staff were on hand to answer questions about county projects, initiatives, and services. Additionally, the county council and county management held an appreciation luncheon on October 31 to celebrate the county's exceptional staff who elevate the county's operational excellence. A special thanks to Councilor David Izraelevitz for donating 40 mini massages to some lucky county employees.

News & Updates

General Activities: This month, the website redesign project was in full swing to realize a launch date in late July or early August 2023. Staff met with each department to identify content on the existing website to be migrated to the new site. Additionally, a survey for the county's web users was developed to understand how the county's website can improve its user-friendliness and to enhance communication. A link to the survey will be posted on several web pages soon.

Intergovernmental Affairs: The Intergovernmental Affairs Manager organized a county government coordinated response to the Los Alamos National Laboratory Site-wide Environmental Impact Statement (SWEIS) scope and submitted it on behalf of the County.

Broadband: The broadband survey and online speed test wrapped up on October 28. Earlier in the month, community broadband meetings were held and were well attended by the public and local stakeholders. Results from the survey and speed test are not yet available but will be next month. The Broadband Manager thanks the community for participating in these important data-gathering activities.

Connecting with the Public

As previously mentioned, two meetings were held in October with stakeholders and community members to better understand broadband perceptions, needs, and expectations. In addition, council members finished rotations at the Los Alamos Farmers Market.

Looking Ahead

To improve recruitment and retention of county employees, the CMO and Human Resources Department will bring to council in November, four collective bargaining agreements for union employees and recommended compensation changes for non-union employees. Community Development Department will also bring to the council the rewrite of the Chapter 16 Development and 18 Nuisance Codes to be considered for adoption at two public hearings.

Highlights from the Employee Appreciation Luncheon (To see the full photo album, visit: lacnm.com/2022Luncheon. Note, right click the image and select “save as” to download a picture. It is not necessary to choose “buy.”)

The annual Employee Appreciation Lunch returned to in-person this year on Halloween, November 31, 2022 with the spooky Zombie Prom theme. It was a token to thank all staff for all they do every day to make Los Alamos County a great place to work, live and play. Over 300 meals were served by Salazar Catering and creative costumes were displayed by staff, Councilors and Senior Management. As always, lots of door prizes were awarded along with group and individual costume contest winners at each lunch session. Councilors gave their deep appreciation for all County staff and their hard work. Special thanks to Jackie Salazar for the planning, coordinating, and implementing of this fabulous event. Also, thanks to Brenda Sargent, Amie Leal, Amy Danforth, Vint Miller, Enrique Guillen, Dixie Fry for all their assistance with the setup and clean up. See a sample of pictures below and check out the other pictures at the link: <https://losalamoscountyimages.smugmug.com/2022-Employee-Appreciation-Luncheon/n-8HNRKB>

As part of the Employee Appreciation Luncheon, mini-massages were given by Mullein Leaf Massage and Wellness. This generous gift was given to County staff by Councilor David Izraelevitz. Councilor Izraelevitz is completing his term in office on December 31st and wanted to thank all County staff for all they have done for him throughout his time on Council. Special thanks to Sarah Martinez, Leslie Bucklin, and Julie Williams-Hill for their work in organizing and scheduling these massages.





Meeting Our Goals

At the direction of the County Council and County Manager, HR Assistant Manager, Ty Ryburn, effectively facilitated negotiations with all 4 County Unions to accomplish Council directive and improve recruitment and retention efforts of the County. In the matter of a few months, several initiatives were presented to Council and approved at the November 15, 2022 Council meeting. HR and Finance will work closely together to implement the compensation and other items as approved by the Council.

Risk Management continues to work diligently to bring the County into full compliance with all aspects of training. Employees are reminded to look in Litmos and complete required trainings and sign up for all compliance training required for their position. Beginning with the next fiscal year, training will be a requirement and included in the overall performance evaluation scores.

News & Updates

HR will be working closely with Finance to implement the compensation and other items approved by the County Council on November 15, 2022.

This year's Annual Benefits Enrollment is November 8th through December 16th. As in previous years, all annual enrollment information will be available via the intranet (link: <https://lacnm.sharepoint.com/sites/HRBenefits/SitePages/Benefits.aspx>). All enrollment forms have been added to DocuSign for convenience. However, employees can also stop by HR to pick up paper copies of any information or enrollment forms. **All information should be read thoroughly!**

Benefit Reminders

Personal Holiday will NOT carry over to 2023, and there will be NO personal holiday going forward.

No later than December 31, 2022, ensure your mailing address is correct in Employee Self Service. (DO NOT USE PUNCTUATION OR SPECIAL SYMBOLS IN YOUR ADDRESS IN EMPLOYEE SELF SERVICE.) USPS returns W-2s that are misaddressed to the sender; they do not forward them.

Use the balance in your Medical and Dependent Care Flexible Spending Accounts! Receive and pay for your medical and dependent care services by December 31, 2022. Reimbursement claims must be filed no later than March 31, 2023, for services received on or before December 31, 2022. \$580.00 of Medical may be rolled over to 2023. Any balance over \$580.00 will be lost.

Remember – you MUST enroll every year if you want to continue to participate in the Flexible Spending Accounts!!!



STAFFING Report

This section will only be published internally on the Intranet. Use this section to let other County Departments and staff know about changes and milestones within your staff.

New Staff

Olivia Martinez, HR Analyst 1

Olivia joined the HR Recruitment team in July!

Sonja Martinez, Sr. Office Specialist

Sonja joined the HR Team as our Sr. Office Specialist in July!

Tara Polaco, HR Analyst 1

Tara joined the HR Benefits team in August!

Kudos

Kudos also go out to the following staff for their dedication and conscientiousness since the beginning of the COVID Pandemic! Kat Brophy, Bernadette Martinez, and Krista Montoya did an excellent job and are recognized for their dedication and extra time worked due to COVID. They unselfishly worked to keep the County in compliance with all CDC requirements and have done an excellent job keeping us all informed and safe! It has taken true diligence and dedication, as well as exorbitant amounts of time to administer these efforts for the entire County! THANK YOU!!

Congratulations to staff on their recent promotions:

Martha Katko was promoted to HR Analyst 3

Bernadette Martinez was promoted to HR Analyst 3

Rosabella Romero was promoted to HR Analyst 3

We are excited to continue working together in their new roles!

Retiring Staff

Martha Katko, HR Analyst 3

Martha will be officially retiring at the end of December after 17 years with the County. We appreciate her dedication and service; she will be missed. We wish her all the best!

STATS Update

Info Management:

337 service desk requests processed
306 DocuSign documents processed
1,238 records requested
792,715 records pulled
10 Internal requests with
14 incoming record boxes for processing and storage

Finance:

516 Disbursements
1,105 P-Card transactions
34 Electronic payments receipted (\$9.4M)
GRT received (\$7.6M)
Property Tax received (\$541K)
Lodgers Tax received (\$39K)

Procurement:

FY23 YTD
407 purchase orders YTD
321 change orders YTD
16 agreements YTD
14 amendments YTD
70 solicitations/AGRs in process + 53 anticipated
970 inventory pick tickets processed/delivered YTD

Meeting Our Goals

The Administrative Services Department has been working hard to meet fiscal year-end deadlines with the County audit and production of the Annual Comprehensive Financial Report (ACFR) which takes about 5 months to complete. IM staff completed the mapping of existing County fiber and fiber conduit infrastructure anywhere within county boundaries, which has taken about a year to conclude. This kind of detail has never existed at the County and is of great value to all communications infrastructure users be they internal or local private partners.

News & Updates

PD White Rock FS3 Server room racks, cable plant installed, this is slated to be completed by the end of 2022. The goal is for PD to be able to dispatch out of White Rock.

Voice over internet phone (VOIP) Managed Services- This contract is now in place, and we are onboarding with the vendor so that we will now have additional support for our phone system. We expect to have our onboarding done by mid-November so that we can begin working on pending VOIP issues.

True Internet redundancy will be provided with the installation of a separate and distinct internet connectivity backup path via a rooftop microwave antenna. This project is slated to commence in the next few weeks.

RIM is Currently working with State Records Center and Archives to disposition more than 600 boxes of records with end of lifecycle status. RIM also continues to assist Divisions in their N Drive cleanup so only those records needed can be transferred to their SharePoint libraries.

The Finance & Procurement Divisions continue to work on the annual audit for Fiscal Year 2022 and have completed the closeout for accounts payable and took the budget carry overs to Council in September.

Connecting with the Public

Information Management assisted the Clerk's Office in successfully going live with Tyler Eagle Recorder system running on-premises for managing real estate, government, probate, and marriage records for the public. RIM continues to handle complex and voluminous requests from the public under the Inspection of Public Records Act. The Facilities Buyer and Procurement Contract Manager positions have been open and advertised since September, and the Procurement Division is seeking and encouraging interested candidates to apply.

Looking Ahead

Beginning October 31, 2022, the role of ASD Director has been transitioned from Helen Perraglio, CFO who served in the acting role for the past 17 months, to our Deputy County Manager, Anne Laurent. Our Chief Financial Officer will be heavily focusing on the upcoming budget development, CIP planning, and other large financial projects that will be taking up much of her time and efforts.

Staffing Report

October 2022

New Staff



*Ileen
Gallegos*



*Melanie
Ramirez*

Ileen Gallegos, Senior Office Specialist

Welcome to ASD!

Ileen Gallegos joined ASD-IM on Monday, October 31st, as a Senior Office Specialist for ASD. She jumped in with both feet by dressing up as a villain with the rest of the team.

Ileen comes to us from Recreation where she was a Recreation Customer Service Associate. Ileen brings a wealth of knowledge from her previous work environments. She will be centered in IM but will be utilizing her administrative skills for all divisions of ASD.

Melanie Ramirez, Management Analyst - Finance

Finance is excited to welcome our newest addition, Melanie Ramirez, to fill our vacant Management Analyst position overseeing banking, investment, revenue and capital asset accounting. Melanie comes to us with a wealth of knowledge and 19 years of governmental accounting, finance and budget experience. We are thrilled to have her!



*Beverly
Purtymun*



*Melissa
Dadzie*

Staff Anniversaries

Beverly Purtymun, Senior Management Analyst

Congratulations on your 10-year anniversary with the County! Bev has worked in Finance, Fire, and now we are so fortunate to have her knowledge and expertise working in Information Management.

Melissa Dadzie, Deputy Chief Financial Officer

Congratulations on your 5-year anniversary with the County! Melissa has played such a vital role in oversight of the Finance accounting operations, internal controls, electronic workflow design which highly attributed to the success of the County's transition to telework over that last two years and has worked extensively each year ensuring the ACFR and Audit are completed accurately and on time. We are so lucky to have her on our team!

Staff Member Highlight of the Month

Mike Smith, Senior Application Analyst / Acting Infrastructure Coordinator

IM wishes to acknowledge the stellar work of Mr. Mike Smith this last year. IM has been without the Infrastructure Coordinator position for the better part of the year. That position works on all outside communications infrastructure, something that has become central to the County given Council prioritization on all matters 'Broadband.' Mike stepped up expanding his responsibilities to undertake the project of investigating, analyzing and documenting all existing County fiber and fiber conduit infrastructure anywhere within county boundaries. This involved plenty of field work, the coordination and management of external vendors, the procurement and configuration of new GIS-expanding software all while running his normal, extensive responsibilities. After 352 days, LAC now has a record of fiber infrastructure from high-level maps to actual strand-to-strand connection level information. This kind of detail has never existed at the County and is of great value to all communications infrastructure users be they internal or local private partners.



*Mike
Smith*



IM is pleased to turn this information over to the Broadband Manager for use in the County's strategic efforts. I know the County is very pleased to recognize Mike Smith for this standard-setting work.

Kudos



*Becky
Andrus*

Rebecca (Becky) Andrus, Accounts Payable Coordinator

Finance would like to highlight the outstanding efforts that Rebecca (Becky) Andrus put forth during fiscal year close out activities, especially related to inventory invoicing. Becky worked closely with procurement and warehouse staff to ensure all items purchased and received into inventory were invoiced through June 30th. Due to the high volume and high dollar amount of inventory purchases, Becky understood the importance of making sure all vendor invoices were reconciled to inventory receiving. This resulted in a very successful reconciliation at year end. Becky has a tremendous understanding of the importance of inventory controls and works through the most complex issues with all members of the team. Becky joined the Finance team in January 2020 and quickly adapted into her new role. She is a very key and instrumental member of the Finance team, and we appreciate her!



Nicholle Cordova

Nicholle Cordova, AP & P-Card Administrator

On October 1, 2022, the County transitioned to a new Commercial Card Expense Reporting (CCER) service called WellsOne Expense Manager. This service is the new platform portal used for the P-Card program. As the P-Card Administrator, Nicholle Cordova worked diligently with Wells Fargo representatives as well as County P-Card holders to transition the program and implement the new system. The overall transition was seamless as Nicholle ensured consistent communication throughout the process and has developed a plan for upcoming training for all cardholders. In addition to processing and auditing regular P-Card and Travel transactions, Nicholle successfully implemented this new system on behalf of the Countywide P-Card program. Finance sends lots of Kudos to Nicholle for a job well done! She is a great team member and is very much appreciated!



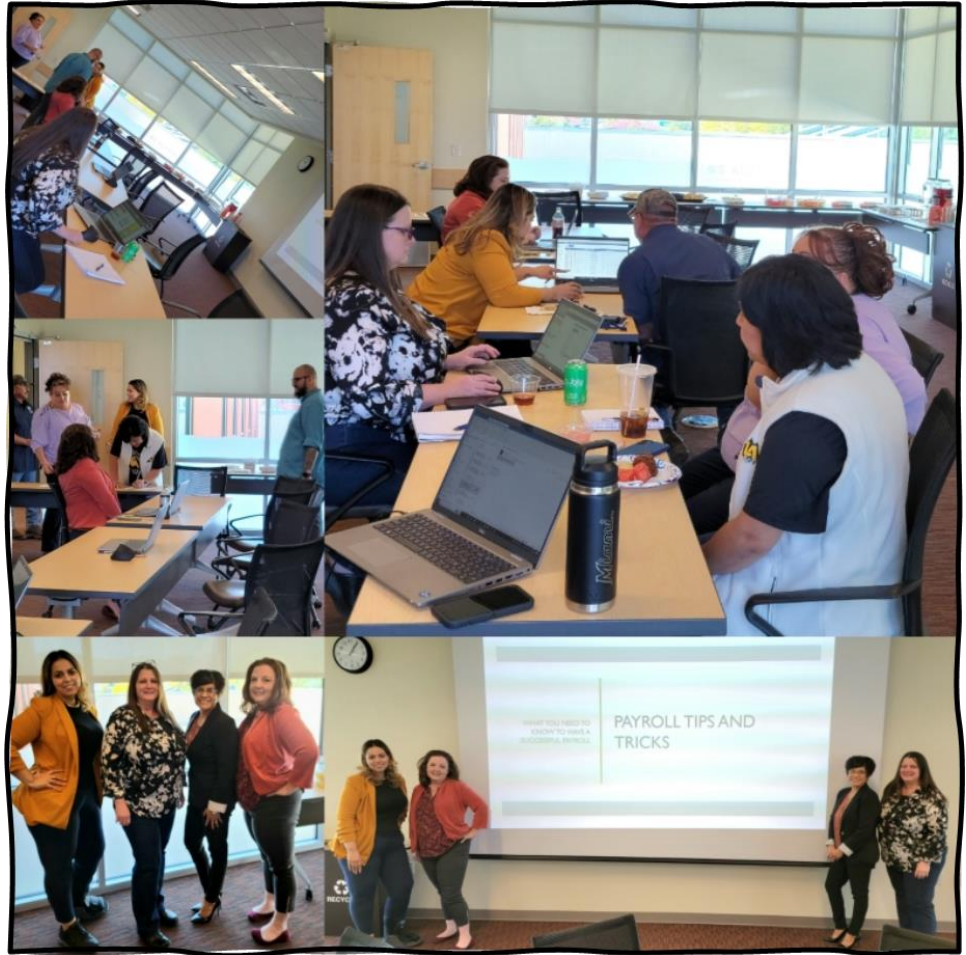
*Sara Lujan
Sonya Ortiz
Reese Chavarria-Quam
Nicole Avila*

Sonya Ortiz, Payroll Manager, Nicole Avila, Payroll Coordinator, & Sara Lujan, Payroll Specialist

Finance would like to acknowledge and send Kudos to the Payroll Team, which consists of Sonya Ortiz, Nicole Avila, and Sara Lujan. These ladies have done a tremendous job in processing the bi-weekly payroll and have assumed responsibility for ensuring that all 700+ FTE are paid in a timely and accurate manner; which is a significant endeavor considering each payroll equates to approximately \$2.5M in Labor and Benefit costs. In addition, they have participated in the continuous testing of new Munis & ExecuTime upgrades and have provided leadership with in-depth analysis of payroll data in preparation for upcoming payroll incentive efforts.

On October 13th, the Payroll Team hosted the 1st ever "Payroll Open House" where they provided information and assistance to County employees in relation to timesheets, time approvals, reporting, system navigation, and more. This is the first session of several that will be hosted by Payroll. As such, Finance sends many Kudos to Sonya, Nicole, and Sara for their hard work, dedication, and continued efforts! We appreciate the Payroll Team!

Payroll Open House



October 2022					
Accounts Receivable		Number of Transactions	% of total	Dollar Amount	% of total
	Gross Receipts Tax Received	4		\$ 7,597,797.87	
	Electronic Payments Received (EPAY)	34		\$ 9,419,504.04	
	Property Tax Received			\$541,248.91	100.00%
	Property Tax Distributed to LA Public School			\$262,523.17	48.50%
	Property Tax Distributed to LA County			\$202,373.04	37.39%
	Property Tax Distributed to UNM-LA			\$39,707.81	7.34%
	Property Tax Distributed to State of New Mexico			\$29,420.74	5.44%
	Property Tax Distributed to Mirador PID			\$1,811.70	0.33%
	Property Tax Admin Fee			\$5,412.45	1.00%
	Lodgers Tax Received			\$38,724.40	
Accounts Payable	Wires Processed	56	10.9%	\$ 17,099,294.47	70.3%
	Electronic Fund Transfers (EFT) Processed	221	42.8%	\$ 2,958,052.33	12.2%
	Normal Checks Processed	239	46.3%	\$ 4,251,869.03	17.5%
	Total Disbursements	516		\$24,309,215.83	
	P-Card Transactions	1,105		\$338,695.92	

Finance Statistics October 2022

Ticket summary

452 **115** **337**
 Number of Tickets Open Tickets Closed Tickets

Category distribution



Type distribution

Service Desk Statistics October 2022

Envelope Status Report

Totals based on envelope status for this account.

Filtered by: Date (Custom Date Range), Envelope Status (Any), Sent (Any) | EDIT

RUN REPORT SAVE AS

Custom Date Range	08/01/2022	08/31/2022	<input type="checkbox"/> Current Date	Time Zone: (UTC-07:00)
Status	Total Envelopes	Unique Senders	Total Recipients	
Voided	41	10	216	
Sent	42	13	133	
Delivered	4	3	7	
Completed	355	48	980	
Declined	7	3	42	
Correct	1	1	2	

Service Desk Tickets Closed by Type

Envelope Status Report

Totals based on envelope status for this account.

Filtered by: Date (Custom Date Range), Envelope Status (Any), Sent (Any) | EDIT

RUN REPORT SAVE AS

Custom Date Range	10/01/2022	10/31/2022	<input type="checkbox"/> Current Date	Time Zone: (UTC-07:00) Mounte Canada)
Status	Total Envelopes	Unique Senders	Total Recipients	
Voided	15	7	73	
Sent	20	11	85	
Delivered	5	5	11	
Completed	306	38	897	
Declined	6	6	29	
Correct	1	1	2	



Beverly Purtymun Celebrates 10 Years



ASD Ties for 1st Place and Procurement Gets First Team Award!



Meeting Our Goals

STATS Update

Visit LosAlamos@ Facebook:
14,195 followers to date
88,642 reached this month
16,958 engagements this month

@VisitLosAlamos
Instagram:
927 followers to date
858 reached this month
121 engagements this month

Welcome Center Visitation
Los Alamos: 1,576, previous month
White Rock: 7,358, previous month

Home Renovation Assistance Program:
2 completed and 2 ongoing

Home Buyer Assistance Program:
No activity

The Economic Development Division (EDD) continues to support local businesses while also focusing on enhancing the economic vitality and increasing housing in Los Alamos County in accordance with the council-adopted Strategic Plan of 2022.

- **Increasing communication.** CDD/EDD continued to assist and participate in the preparation for the welcomed development of County and Visitor websites. EDD is working with CMO on website development activities to ensure website messaging is consistent with tourism and marketing activities.
- **Increasing the amount and types of housing options.** EDD continued to work with its consultant to complete the North Mesa Housing Financial Analysis report.
- **Investing in infrastructure.** See “Protecting...” below.
- **Protecting our environment, and improving our open spaces, recreational, and cultural amenities.** EDD continued to assist the Public Works department in designing new washroom, shelter, and food truck facilities at the White Rock Visitor Center and RV parking area. EDD is working to ensure these new facilities are in keeping with the cultural, environmental, and architectural themes presented by the existing Visitor Center complex. Designs will be presented to the Tourism Implementation Task Force during their regular December meeting.
- **Enhancing support and opportunities for the local business community.** EDD is reviewing over 50 Business Recovery Assistance grant applications and working with applicants to ensure their applications meet Federal ARPA requirements. Distribution of grant funds is anticipated to begin in November.
- **Supporting social services availability.** As previously reported, in September, EDD attended a LANL/Chamber-hosted meeting regarding LANL’s plans to increase the County’s childcare capabilities with hopes of better serving LANL’s increasing recruitment needs. Since that date, EDD participated in multiple discussions and events to learn more about the topic (see below.)

News & Updates

Childcare. The need for quality childcare continues to be a challenge in Los Alamos County; the challenge for the business owner to be able to operate with a profit (not a charity); the challenge for being able to assure new employee recruits of the availability of childcare; and the challenge of finding quality well-trained employees. Since the previously reported September LANL/Chamber childcare meeting, EDD has been meeting with local and regional partners to discuss these challenges and look for solutions that benefit existing childcare providers and attraction of new providers. On October 27, EDD attended a childcare discussion in Santa Fe hosted by Homewise and the Santa Fe Chamber of Commerce. Takeaways from the event: 1) LAC is certainly not alone - this challenge is a local, regional, state, and national issue; 2) Childcare needs to be treated and funded as an extension to the public/private education system; 3) LAC is different from most in that a large part of its workforce comes from a variety of diverse and distant places with different needs and expectations. EDD will continue to work with its partners to discuss and address this issue.

White Rock Metropolitan Redevelopment Plan (WRMRA.) On October 18, Council approved the WRMRA Plan. Under this designation, the WRMRA allows the County to contribute public resources to private redevelopment projects, thereby helping catalyze reinvestment in the area. A copy of the WRMRA Plan is posted at www.lacnm.us/wrmra.

Connecting with the Public

Enhancing support and opportunities for the local business community – Update. On October 25, EDD provided Council with an update on EDD activities supporting the local business community, including the Small Business Assistance Program. The presentation was organized in keeping with the goals of the County’s Economic Vitality Plan and Council Priorities.

Business View Magazine. Over the past four months, EDD Marketing Specialist Kelly Stewart has been working with Business View Magazine to develop an article featuring our community. This online magazine is a regular source of news for executives, entrepreneurs, small business owners, franchisees, and anyone else interested in current industry trends and best practices. The County is featured on the magazine cover and in the article (p.103) titled “Rich in Culture, Beauty, and Talent” - <https://businessviewmagazine.com/civil-municipal/sept-2022/>, with contributions from Kathy Keith and Bill Enloe.

Texas Monthly Feature. In October, Los Alamos was featured in Texas Monthly Magazine E-Newsletter in their [Fall in Love with New Mexico](#) article. The article redirected visitors to the County’s VisitLosAlamos.org site to learn more [[link](#)].

Looking Ahead

- Lodgers Tax Advisory Board – Third Tuesday of each month, at noon.
- Lodgers Tax Advisory Board Annual County Council Briefing – December 6, 2022.
- Tourism Implementation Task Force – First Wednesday of each month, at noon.

More information about County Economic Development Projects is posted at www.losalamosnm.us/government/county_projects/economic_development_projects



STATS Update

Planning staff reviewed and acted on 69 Building permits and 12 Business License applications.

Code Compliance Officers opened 64 new code cases and closed 51 cases.

Meeting Our Goals

The Community Development Planning Division has been focused on the Chapter 16 and 18 updates. Division Staff continue to maintain a high level of customer service with ongoing planning and code compliance cases.

News & Updates

The Chapter 16 Development Code Update process has continued to progress with Planning staff and County consultant, Dekker/Perich/Sabatini. On October 12, 13, & 14, 2022 – Planning & Zoning Commission held joint sessions with the County Council to review Chapter 16 Update on Module 1, 2, & 3. Staff was also available to receive public input through virtual office hours on October 12, 13, and 14. Chapter 16 Code Update and draft Ordinance was presented to Planning & Zoning Commission on October 26.

Planning & Zoning Commission October 12th regular meeting was canceled due to joint Council session scheduled earlier that afternoon. Karen Easton, David Hampton, and Charlene Hutchison were appointed to P&Z Commission as new board members.

The Chapter 18 Nuisance Code Update has also continued to progress with Code Compliance staff and County consultant Dekker/Perich/Sabatini with input from CDAB. CDAB regular meeting was held on October 17th via zoom.

Historic Preservation Advisory Board's regular meeting was held on October 5th via zoom. HPAB Chair presented an update to County Council on October 25th. Loretta Weiss was appointed as a new HPAB board member in September.

Connecting with the Public

CDD staff has been receiving public input on Module 3 of the Chapter 16 Update effort and Chapter 18 Update.

Looking Ahead

Chapter 16 code update introduction to County Council is scheduled on November 15th and Draft Ordinance presentation is scheduled on November 23rd.

Chapter 18 code update introduction to County Council is scheduled on November 15th and Draft Ordinance presentation is scheduled on November 29th.

November 2, 2022 – Historic Preservation Advisory Board meeting.

November 14, 2022 – Community Development Advisory Board meeting.



Hilltop House Demolition



Hilltop House Demolition



Hilltop House Demolition

STATS Update

10 Press Releases

*58 New Social Media
Followers*

34 Social Media Posts

2 Alcohol Permits Processed

*1,208 Additional Fall E-
Activity Guide Views*

*3 Contract Public Programs
& Events*

*96 People Attended
Contracted Programs &
Events*

*~2,500 People Attended the
Pumpkin Glow & Show*

Meeting Our Goals

Enhancing communication with the public The Community Services Department has been creating videos, creating social media posts for Facebook and Instagram, and submitting press releases to the local news outlets, in an effort to keep the public informed.

Protecting our environment and improving our open spaces, recreational and cultural amenities CSD staff attending the NM Outdoor Economics Summit and the SHIFT Health and Nature Wellbeing Workshops in October. These workshops focused on the inclusivity of natural and open spaces and the associated health benefits of nature and outdoor recreation.

News & Updates

Pajarito Environmental Education Center (PEEC) New Mexico Outdoor Pass: PEECnic
PEEC held its annual member appreciation event with PEEC staff and board members. Included fun activities for all ages, snacks and desserts, games, crafts, planetarium shows, storytelling, cider pressing, and more.

NMRPA Arts and Humanities Award

The Los Alamos County Community Services Department's Community Art Tunnel project was recognized by the New Mexico Recreation & Parks Association (NMRPA) at the NMRPA Annual Conference on Wednesday, October 19, and was awarded the Arts and Humanities Award.

Community Services Participate in Problem Solving & Decision-Making Training

Employees in the Community Services Department took part of a Problem Solving & decision-making Training that had them thinking outside the box.

The Pumpkin Glow & Show

Los Alamos Community Services Department partnered with Los Alamos Art Council to bring the community the Pumpkin Glow and fireworks show at Overlook Park. There was a DJ, bouncy houses, fun lawn games, the annual Pumpkin Glow, and much more. It was well attended, with an estimate 2,500 people.

Looking Ahead

The Los Alamos Winter Classic – Dec. 9 – 11

Featuring the New Mexico Ice Wolves Vs. El Paso Rhinos

Los Alamos County will host the first Los Alamos Winter classic on Dec. 9 – 11, 2022. That will showcase multiple game from pee-wee players to High School. On Dec. 11th, the New Mexico Ice Wolves take on the El Paso Rhinos starting at 2:00 pm at Los Alamos County Ice Rink. Both teams are NAHL teams that is part of the USA Hockey National Team Development Program. Tickets are on sale via Eventbrite for \$15.

Snow Telemetry Networks and Forecasting Snowpack – Dec. 8

Learn about monitoring snow and other climatic conditions with Snow Telemetry (SNOTEL) Networks from Jaz Ammon at the Los Alamos Nature Center. What is measured? How is it measured? Where do these measurements take place? How is the data collected throughout this network used?

Integrated Master Plan

Berry Dunn and CSD staff are continuing to work on the draft of the plan and expect the draft to be presented in December or January



STATS Update

59 Public Programs & Events

*1,350 Total Program
Attendance*

*23,670 Physical Items
Circulated*

6,369 Digital Items Circulated

30,039 Total Items Circulated

Meeting Our Goals

In October, the library continued to address the Quality-of-life County goal by hosting rich, varied programming for all ages.

For the youngest patrons, the Library offers Babytime, a program for ages 0-2 and their caregivers. For 20 minutes every Tuesday morning, library staff models early literacy skills using nursery rhymes, songs, chants, and gross motor skills props. After the formal program, it's floor time with board books, balls, and more. Families often stay and play for an hour or more.

On October 13, the Library hosted performer, Rosalia Pacheco. Accompanied by her son Estevan, a flamenco guitarist, she portrayed La Llorona through song, dance and cuentos, traditional stories. The intergenerational program was sponsored by New Mexico Humanities Council and was offered in a hybrid format, meaning both live streamed and in-person. The hybrid model proved successful with a combined audience of 75 people.

On October 27, the hybrid success was duplicated with the program about one of the original Navajo code talkers, Chester Nez. Author Judith Avila gave an engaging talk about the development of the code used by the Marines during WWII. She also made the case for how diversity can augment the strength of a nation. This program attracted many young patrons including 20 high school students.

News & Updates

Self-Service Hold Lockers

New self-service hold lockers were installed under the drive-through overhang at the Mesa Public Library. Library staff is in the process of installing software to integrate the lockers into the hold process. The lockers will be operational within the next couple of months.

Step Up Gallery – *The Road Taken: a 45 – year journey*

The Step Up gallery hosted the exhibit, *The Road Taken: a 45-year journey* by Carole Belliveau in October. The show will run until November 9th.

Library of Things

To gradually make more non-traditional library items available to patrons, a concept known as Library of things, Yoga kits are now being circulated in support of a new program series called Yoga book club. The Library also added six new book discussions kits. Book discussion kits are offered to book clubs and the recent additions were selected in collaboration with the LANL research library to support the LANL employees summer discussion series. The kits are now available to all library patrons.

Connecting with the Public

On October 1st, The Library participated in the community wide Day of Arts and Culture with a jazz-themed life drawing session. With this program, the Library reached a new audience of members of the local art community and high school art students. 25 participants spent the evening drawing live models dressed in period jazz-age costumes and posing with instruments to a backdrop of jazz music.

On October 5th, Library staff participated in the Customer Service Fair at the Municipal building. Staff connected with other County staff and community members to share information about library services and programs.

Looking Ahead

Native American Heritage Month

The Library will celebrate Native American heritage month in November with several displays and programs for all ages.



STATS Update

3 Programs and Events

~1,182 People Attended

Programs and Events

3 Golf Tournaments & Games

239 Golf Tournament

Participants

*7 Repairs, Upgrades, and
Improvements*

1,871 Rounds of Golf

21 Pavilion Rentals

64 Sport Field Bookings

248 Park Acers Maintained

32 Volunteer hours

*12 Community Restitution
Hours*

5 Repairs due to Vandalism

Meeting Our Goals

Improved the open spaces, recreational, and cultural amenities The Park Staff installed trail kiosks at the Aquatic Center and Canyon Rim Trail.

Golf Course staff continued their tree replacement project that was implemented one year ago. The project is to replace trees lost over the recent years. The tree installation project was completed on October 21st with 33 new trees planted in strategic locations to create additional safety barriers.

Recreation staff joined forces with Facility and Traffic Staff in preparing to open the Ice Rink this new season. Traffic Staff painted new lines in the parking lot. Facility staff replaced kick boards around the ice rink that had damage from last year's season.

News & Updates

Pumpkin Splash and Halloween Carnival

After two long years the Halloween Carnival and Pumpkin Splash is back! A total of 94 tickets were sold, with roughly 282 overall numbers enjoying the festivities. Due to the construction of the Leisure Lagoon the usual space used for the event shifted to the front lobby, locker-room hallway, and outside entry. There were fun activities and games for children of all ages to participate in.

Bathtub Row "Ukrainian Relief" Fundraiser Tournament

Bathtub Row Brewery who identifies a new beneficiary each year for their fundraising golf event, announced that this year's proceeds would go to the Ukrainian Relief Fund. Dinner and awards were held at Bathtub Row Brewery with some genuine Ukrainian refreshments available to all attendees.

Los Alamos High School Cross-Country Meet

Los Alamos High School hosted its annual cross-country meet at the Los Alamos Golf Course this year. Between runners, coaches and spectators, there were over 750 attendees for this year's event. The weather was perfect for the event and the meet was a great success. Both the LAHS men's and women's teams, JV and Varsity, took first place. Congrats Hilltopper cross country teams!

Hawk Hangout at SALA

Recreation staff helped with the first movie at SALA (Old Real Deal Theater) for Hawk Hangout. Over 150 teens enjoyed free popcorn to take into their choice of movie *Nightmare Before Christmas* or *Hocus Pocus*.

From Rollerblades to Ice Skates

Recreation staff have been busy cleaning and preparing the ice rink for its winter skating season opener on Nov. 12th. Staff had to move all the rollerblades out and replace them with newly sharpened ice skates.

Open Gym Programs

Open Gym programs saw the return of the Open Indoor Soccer program at the Auxiliary Gym at the High School. Fall and Winter Open Gym programs have suffered from a slow startup process due to the short staffing of LAPS Monitors for the programs.

Connecting with the Public

Volunteers Help Park Staff

Young men from the Church of Jesus Christ of Latter-Day Saints volunteered and painted the wall at Urban Park.

Los Alamos Hockey Association Work Party

The Los Alamos Hockey Association (LAHA) hosted a work party at the rink helping Recreation staff with exterior building cleaning and lawn care. With a great turnout of 40 volunteers, LAHA made short work of the cleaning. Staff finished up cleaning in both parking lots at the Ice Rink in preparation of the parking lots getting a new coat of paint from the Traffic Division.

Park and Recreation Board Tour on October 15 the Parks and Recreation Advisory Board toured several facilities within the Los Alamos Townsite. Some of the facilities visited were the Leisure Lagoon, North Mesa Athletic Fields and Stables, Golf Course, Guaje Pines Cemetery and the Ice Rink. Board members enjoyed the tour and how it relates to the work they are doing.

Looking Ahead

Los Alamos Winter Classic - December 9 -11 at Los Alamos County Ice Rink featuring the New Mexico Ice Wolves.

Skate with Santa – December 23rd at the Ice Rink from 3:30 – 5:00 pm



STATS Update

*14 Contractor Public
Programs & Events*

*~1,426 People Attended
Programs and Events*

6 New Clients Assisted

Meeting Our Goals

Supported social services improvement by increasing in person services and initiating, renewing, or maintaining contracts with community partners who provide behavioral, mental, and physical health services that support residents' health and well-being and enhance their quality of life.

News & Updates

Family Strengths Network – Fire Safety Day with LAFD

The Family Strengths Network hosted a fire safety night with Los Alamos Fire Department. Families came and learned about fire safety for LAFD. LAFD engaged children through a story book, practicing *Stop, Drop, and Roll*, and gave a tour of the fire truck. LAFD also shared safety tips with parents.

JJAB – Community Conversation: Vandalism

JJAB hosted a community conversation with community members and community leaders, that included LAPD, Municipal Courts, and CSD, to discussion the spike in vandalism. They brainstormed possible causes and solutions, built bridges between various approaches and clarifying the underlying needs in terms of infrastructure, education, space availability, and public activities.

YMCA Teen Center – Halloween Blood Drive

The Teen Center hosted a Halloween blood drive in partnership with Vitalant. There was a total of 44 donors and 6 teen volunteers. Donors received Halloween themed goodies bags.

Los Alamos Family Council Youth Activity Centers – Family Pumpkin Carving

The LAFC Youth Activity Centers hosted their very first family pumpkin carving event. This event was free and open to YAC families. It also included dinner, pumpkin carving, and a carving contest.

Connecting with the Public

The Los Alamos County Health Council held its regularly scheduled meeting in September. County Comprehensive Health Plan Development

During the month of October, interviews were conducted with the Los Alamos Public Schools Healthy Schools Director and the LPS Liaison for Native American Students and Families. Group input sessions were held with members of the Los Alamos Medical Center Board of Directors, the Interfaith Alliance, and the LANL Veteran's Employee Resource Group (ERG). To date, 20 individual interviews have been completed and four group interviews. Detailed notes are sent to each participant with the opportunity to edit and provide additional input before the notes are considered complete.



STAFFING Report



*Elizabeth
Rivera*



*Veronica
Encinas*



Olivia Hayashi-Groves



*Andrew
Cook (left)*

*Faith
Lopez
(Right)*

Promotions

Elizabeth Rivera, Sr. Librarian of Public Services

Elizabeth Rivera has been promoted from the Adult Services Librarian to Sr. Librarian of Public Services. She has been with the County of 8 years, and she enjoys reading horror fiction.

Veronica Encinas, Sr. Librarian of Technical Services

Veronica Encinas has been promoted from White Rock branch librarian to Sr. Librarian of Technical Services. She has been with the County for 15 years and enjoys reading science history and adventure fiction.

Olivia Hayashi-Groves, Library Specialist

Olivia Hayashi-Groves has been promoted to Library Specialist in the youth services. She previously served in the same team as a library associate. She enjoys reading horror and polar exploration stories.

Andrew Cook, Sr. Lifeguard

Andrew Cook was promoted from Lifeguard to Sr. Lifeguard for the Aquatic Center. His favorite stroke is freestyle.

New Hires

Faith Lopez, Sr. Lifeguard

Faith Lopez was hired as a Sr. Lifeguard for the Aquatic Center. She has been lifeguarding since 2016 and was previously the Aquatic Coordinator at the Pojoaque Wellness Center. Her favorite stroke is breaststroke.

Kudos

Library

Three generations of a family attended the La Llorona performance at Fuller Lodge and thanked us for putting on a multi-generational program.

A patron said that this is the best and most welcoming library and that all staff is great- and that we have so many great programs and services that this is their "second home". They said our staff "shoots for success and surpasses it"!

Parks

Los Alamos County Parks Superintendent, Wendy Parker was nominated and appointed to the New Mexico Recreation & Parks Association (NMRPA) Directors Board.



Babytime at Mesa Public Library



Rosalia de Aragon Performing La Llorona: The Wailing Woman



Models at Jazz-Themed Life Drawing



NMRPA Arts and Humanities Award for Community Art Tunnel



Problem Solving & Decision-Making Training



Young Men from the Church of Jesus Christ of Latter-Day Saints Painted the Wall at Urban Park



Trail Kiosk at Aquatic Center



Brainstorm from Community Conversation



Little Girl at Fire Safety Day



Kids Participate in a Don't-Touch-The-Rope Game



Participants Wait to Swim and Pick out Pumpkins



Bathtub Row Brewery Ukrainian Relief Tournament Participants



Two new Norther Pine Oaks Between #7 greens and the Parking Lot



Participants of Los Alamos High School Annual Cross-Country Meet



Newly Sharpened Ice Skates



Teens Waiting in Line at SALA Event Center to Watch Movies for Hawk Hangout



Pumpkins at the Pumpkin Glow & Show



Park Staff Having a Good Time at Pumpkin Glow & Show

STATS Update

300 Recordings & Filings

99 eRecordings

12 Marriage Licenses

3 Probate Cases

5 County Council / Board Meetings

124 New Voters Registered

14,647 Active Registered Voters

5,774 Early Voting Ballots Cast

2,311 Voter Registration Transactions

12 Facebook Posts

560 Facebook Followers

9 Twitter Posts

124 Twitter Followers

72 Customer Visits

Meeting Our Goals

Education: On October 4th, the County's Presiding Election Judges attended a refresher training for conducting same-day registration (SDR) during the Elections cycle. Since New Mexico approved the use of SDR, hundreds of Los Alamos County constituents have taken advantage of this new way to access their voting rights, whether they register as new voters, out-of-state transfers, or those who've moved within the State of New Mexico.

Clerk's Office staff received updated training in the best practices for ensuring that Ballot Drop Box 24/7 closed circuit video can be accessed and saved according to State standards. The Elections Infrastructure Information Sharing and Analysis Center (EI-ISAC®) EI-ISAC presented the Office with valuable education non-confrontational techniques for poll workers, mail ballot rejection mitigation.

Intergovernmental Relations: Clerk Maestas again represented the County as our delegate to Intergovernmental Officials (iGO) Delegation. Additionally, throughout the month, Clerk Maestas attended numerous trainings held by the NM Secretary of State to best prepare the Office for the General Election.

Communications: Clerk Maestas administered the Fire Service Oath of Honor and Safety to 5 new graduates of the LAFD Fire Fighter Academy, presenting each candidate with a certificate of successful graduation and a copy of their oath. Congratulations and a warm welcome to Recruit Class 30:

- Jennifer Edmunds
- Jesse Griego
- Zachary Joseph Klose
- Jacob Miera
- Miguel Romero

Operational Excellence: In October, Clerk's Office staff worked with the New Mexico's Secretary of State Office to ensure the proper and safe functioning of ballot box security measures, such as intrusion alarms, liquid, head, and chemical sensors, and security cameras.

As the County prepares to migrate its public web site to a new provider, Clerk staff have participated in an assessment of what content needs to remain for redesign and which should be archived temporarily as the new site design proceeds. As part of this process, our project members are identifying ways to make information on the Clerk's site more accessible and easier to find.

Project Updates

The Clerk's Warehouse intrusion alarm system has gone live, providing extra security for both sensitive supplies and personnel.

The warehouse is also now accessible with key fobs assigned to Clerk Staff, so that we maintain a record the dates and times that staff members enter the facility.

Connecting with the Public

The County observed Customer Service Appreciation week with an event open to all featuring informational handouts and giveaways for young and old alike. The Clerk's Office provided details on Absentee Voting, Early Voting, and General Election questions and candidates. Early Voting itself started began on October 11th at the Municipal Building with White Rock's Town Hall hosting a voting site beginning on October 21st.

The Clerk's Office is responsible for the recording, indexing, archiving, and retrieval of public records filed in their office. Currently, the Clerk's Office maintains a records database with more than 133,000 electronic public record documents, with retrieval assistance and access provided to the public daily. The Clerk's Office is currently open to the public, and to help manage traffic flow, the office has implemented an online process to schedule appointments. A link is available on their website www.losalamosnm.us/clerk. Customers may continue to drop off items in the designated Drop-Box located outside the Clerk's Office.

Clerk Maestas would like to remind customers of services available online. To search real estate recordings and government document filings, customers may use the Online Records Portal. For searching probate and marriage records, or to apply for a marriage license, customers may use the Probate & Marriage Online Records Portal. Links and election-related services are available on the Clerk's webpage at www.losalamosnm.us/clerk. There are a few election-related items that can be handled online or through the United States Postal Service. Citizens are reminded to utilize NMVote.org for voter registration and other election-related services, i.e., voter registration, and absentee requests.

Looking Ahead

Upcoming Important 2022 General Election Dates:

November 8, 2022	Election Day
November 9, 2022	Special Election Board convenes to hand-tally write-in and ballots not readable by tabulators
November 15, 2022	Elections Canvass Board convenes
December 15, 2022	New Elected Official Orientation
December 16, 2022	Leadership Los Alamos Local Government Session

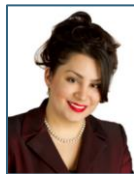
Upcoming Events / Project Milestones / Seasonal Changes / New Initiatives:

Tentative 2022	New Statewide Probate Court DataXchange System implemented
Mid-2023	Revised external-facing Los Alamos County website launch





Naomi D. Maestas,
County Clerk



Adrianna Ortiz,
Chief Deputy Clerk

Staff Member Highlight of the Month

Olivia Koo, Student Clerk

As noted in a previous issue, Olivia joined our staff during the summer as an Intern and proved herself invaluable with executing the Office's social media strategies by designing, editing, and posting content. She continues to work with the office as a student and run our social media operations from across the country.



Victoria Martinez,
Elections Manager



Tori Montoya,
Senior Deputy Clerk



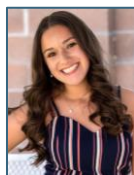
Anna Archuleta,
Deputy Clerk



Ubaldo Barela,
Deputy Clerk



Allison Collins,
Deputy Clerk



Katelyn, Alarid,
Student Clerk



Olivia Koo,
Student Clerk



Firefighter Inauguration Ceremony



Firefighter Inauguration Ceremony



Firefighter Oath of Service



*Poll Workers open Early Voting
at the LAC Municipal Building*

*Los Alamos County welcomes
its first Early Voter*

Social Media Highlights



STATS for October

The LAFD responded to 198 calls for service in October:

124 EMS Calls

40 Service Calls

18 False Alarms

8 Good Intent Calls

4 Hazardous Condition Calls

3 Special Incident Calls

1 Overpressure Rupture

3 Special Incident Calls

4 IPRA Requests

53 New Social Media

Followers (25-FB, IG-28)

Connecting with the Public

October was a busy month for Los Alamos Fire Department. Los Alamos Fire Department visited all Elementary Schools in Los Alamos talking to kids about Fire Safety promoting the National Fire Week message “Fire Won’t Wait Plan Your Escape”. Fire Prevention Educators Daniel Archuleta and Firefighter David Bustos spook with over 2,000 students in Los Alamos and Pojoaque.

News & Updates

LAFD is proud to announce the graduates of Recruit Academy #30. Academy #30 graduated with 5. Congratulations to Firefighter Jennifer Edmunds, Firefighter Jesse Griego, Firefighter Zachary Klose, Firefighter Jacob Miera and Firefighter Miguel Romero who graduated on Friday October 14th and started working their respective shifts and stations on Sunday October 30th.

LAFD held recruitment testing for Recruit Academy #30. LAFD offered up Fire Station #2 on Saturday October 1st, to allow interested applicants an opportunity to speak with training officers, and to practice running through the CTT. The following weekend LAFD hosted 39 Firefighter candidates vying for a place in Recruit Academy #31. Participants were assessed on their mental and physical capabilities. LAFD holds a “day in the life” of the academy which introduces applicants to confined spaces, rescue, and ladder drills. The “day in the life” also stresses teamwork, agility drills and conditioning. After all testing LAFD extended offers to 30 successful candidates in all areas of the recruitment testing. We are excited for this new class and to share with everyone their progress through the academy. Recruit Academy Class #31 will start on November 28th.

LAFD Held Promotional Testing for the ranks of Driver Engineer and Captain. Promotional testing allows personnel who have met the requirements an opportunity for promotion through competitive testing, physical skills, and interview process. To assist with this process LAFD has external assessors who assist with the skills portion of the testing. LAFD would like to thank Santa Fe City Fire, Albuquerque Fire and Rescue, Bernalillo County Fire, Espanola Fire and LANL Fire Protection



Staffing Report October 2022



*Dustin
Rogers*



*Kenneth
Anderson*



*Nicholas
Bever*



*Daniel
Sanchez*



*Ryan
Weir*



*Justin
Wright*



*Michael
Manzanare
s*



*Matthew
Rodriguez*



*Daniel
Archuleta*



*David
Bustos*

Staff Anniversaries- 10 Years of Service

Dustin Rogers, Driver Engineer/Paramedic

Kenneth Anderson, Firefighter Paramedic

Nicholas Bever, Firefighter

Daniel Sanchez, Firefighter/Paramedic

Ryan Weir, Firefighter

Justin Wright, Firefighter

Promotions

Dustin Rogers, Driver Engineer- Promoted 10/16/2022

Michael Manzanarez, Driver Engineer – Promoted 10/30/2022

Matthew Rodriguez, Driver Engineer- Promoted 10/30/2022

Retiring Staff

Howard Hall, Security & Administrative Services Manager

On October 14th Howard Hall officially retired from Los Alamos County. Howard started with Los Alamos County on January 3rd, 2017 as the County Training Manager in the Human Resources Department. Howard Hall was hired in April 2020 by the LAFD as the Security & Administrative Services Manager. Howard has over 50years of public service both in Federal and County Government, including military service.

Michael Montoya, Driver Engineer

Driver Engineer (DE) Michael Montoya spent his last day on Shift on Tuesday October 18th. Mike spent some time on his last shift visiting others on his shift. DE Montoya served over 25 years in the Fire Service. He served over 20 of those years with LAFD, he also served time with the Espanola Fire Department. DE Montoya carried his EMT Intermediate License and served on the Hazmat Specialty Team. Mike's retirement is well deserved and can be seen through his service to the community of Los Alamos, but also in his commitment and service to his fellow brothers and sisters as Vice President of the International Association of Firefighters Local #3279. Congratulations DE Michael Montoya on an outstanding career of service to the Los Alamos Fire Department and the Community of Los Alamos.

Staff Member Highlight of the Month

Daniel Archuleta, Driver Engineer

David Bustos, Firefighter

LAFD would like to recognize Driver Engineer Daniel Archuleta and Firefighter David Bustos. October is a busy month is Fire Prevention Month, we visit schools in Los Alamos and talk to kids about Fire Safety. With short staffing Driver Engineer Archuleta and Firefighter Bustos were able to visit schools in Los Alamos and Pojoaque, educating and speaking with over 2,000 students.



Recruit Academy #30 Graduation



Recruit Academy #30



Crews respond to a call at Fire Admin Office.



Crews Respond to a call at Fire Administration Offices



Trick or Treat Main Street



Captain Promotional Testing



Chamisa Elementary Station #3 Tour



Chamisa Elementary Station #3 Tour



Chamisa Elementary Station #3 Tour



Day in the Life Recruitment Testing



Technical Rescue Training



Customer Appreciation Day

Public Works (PW): Admin

Meeting Our Goals

Our mission: To provide responsive, professional, and courteous service to the public.

News & Updates

Staff manages customer feedback, addresses customer inquiries, and concerns and provides information to stakeholders and the media on all Public Works Projects.

Connecting with the Public

The Transportation Board meeting, October 6, 2022, was conducted via Zoom. The Board

Annette Granillo, Transit Manager introduced Genevieve Evans from LSC Transportation Consultants who gave a presentation on the 5-Year Business Plan for Atomic City Transit. The board also listened to a presentation from Juan Rael, Public Works Director on the FY 23 Snow & Ice Control Plan. Both presentations were followed by a question-and-answer session.

Looking Ahead

The next Transportation Board meeting will be held on November 3, 2022, via Zoom.

Meeting Our Goals

Consistent with the Council strategic priority to invest in infrastructure, the Engineering Division has been actively managing multiple construction projects across the county.

News & Updates

Construction on Canyon Road was completed with only punch list and closeout work remaining. Canyon Road was re-opened to traffic on October 24th.

Connecting with the Public

The Trinity Safety ADA project design alternative are being finalized with a public input meeting in December 2022. More details to come.

Looking Ahead

The Engineering Division is currently in design development for the Rose Street and Loma Linda projects scheduled to begin in FY23.

Procurement documents are in development for the Urban Trail, DP Road Phase II, and 33rd/34th and Arkansas projects.

Capital Improvement Project Updates

Los Alamos County is working on a variety of projects that support quality of life, infrastructure, and economic development initiatives. A summary of the project and additional information can be found on our website – <https://lacnm.com/PW-Projects>.

Project Name	Dept(s)	Update
Sherwood Boulevard Reconstruction	PW	Construction by Star Paving continues with storm drain and manhole installations, including required utility relocates. Grading and paving of the roadway are underway in September. Substantial completion is currently scheduled for late October.
Canyon Road Reconstruction	PW	TLC Plumbing and Utility completed the project with only punch list and closeout work remaining. Canyon Road was re-opened to traffic on October 24 th .
33rd/34th Street and Arkansas Project	PW	This project is currently advertised for bids with bids due on November 3 rd . Construction is anticipated to begin in April 2023.
Urban Trail Phase I and II	PW	The design package is being finalized and bid documents in process for construction in early 2023.
DP Road Phase II	PW	Construction of this project has been delayed due to supply chain issues and will be advertised in Fall 2022 for early 2023 construction.
Loma Linda Road Improvements	PW	The scope of work for this new project involves full reconstruction of the Loma Linda subdivision roadway infrastructure. Survey work is underway for this project with the in-house design to begin in late Summer for early 2023 construction.
Rose Street	PW	The scope of work for this project involves full reconstruction of Rose Street from Central to Peach. This project is a joint project with the Department of Public Utilities and includes full road reconstruction along with utility upgrades. The in-house design is underway for this project for early 2023 construction.
Trinity Safety and ADA	PW	The design alternatives are being finalized with a public input meeting anticipated in November/December. More details to come.
Betty Ehart Senior Center: Kitchen Equipment Upgrade	PW	Staff is reviewing the final construction drawings. A contract for construction is anticipated to be awarded in November.

Golf Course Site Development Improvements	PW, CSD	<p>Phase 1 includes improving Holes 4 through 18, to include tees, bunkers, greens, permanent restrooms, targeted cart path upgrades and deferred maintenance. Staff held a public meeting for review of sixty percent (60%) construction drawings. Tentative schedule is to solicit for bids to construct Phase 1 in October and award construction contract in December 2022.</p> <p>Phase 2 includes development of several design concept options for improving Holes 1 through 3, reconfiguring the driving range to improve safety and eliminate the use of safety netting, and other improvements such as practice area and cart path upgrades. A Design Workshop for Golf Course Phase 2 Design Concepts that includes a site visit is open to the public and scheduled for September 29, 2022.</p> <p>For more detailed information on scope, schedule, upcoming meetings, and past meetings, please visit: https://lacnm.pw/golfcourseimprovements</p>
LAC/LAPS North Mesa Shared-Use Gymnasium	PW, CSD	A Joint Session was held August 29, 2022, between Council and the Los Alamos Public School Board. The School Board and Council selected Site C for the project. Council indicated a preference for the large program and directed the County Manager to return with revised financing and capital improvement program (CIP) plans as part of the fiscal year 2024 budget development process for both options of the large program and Phase 1 of the large program giving the consideration of potential available funding.
LAC/LAPS White Rock Shared-Use Recreation Space: Design	PW, CSD	Pursuant Council direction June 13, 2022, to develop necessary agreements for the County's partnership with LAPS, staff prepared a draft Memorandum of Agreement that was submitted for legal review.
Leisure Lagoon	PW, CSD	The variable frequency drives (VFDs) were delivered and installed, allowing the leisure lagoon pool to be plastered and then filled with water to cure, and for related equipment checks to begin.
Tennis Court with Lights: Site Selection and Design	PW, CSD	The Site Evaluation kickoff meeting was held August 5, 2022. Drafts are expected for review in September.
White Rock Visitors Center Complex: Restrooms and Food Truck Pad: Design	PW, CDD	Staff and Stakeholders reviewed conceptual site layouts and provided comments.
Women's Army Corps (WAC) Building Renovations	PW	Design continues. Staff presented the project to the Tourism Implementation Task Force and the Historic Preservation Advisory Board.

STATS Update

*28 Customer Service
Emails*

50 Roll Cart Requests

*60 Household Hazardous
Waste Customers*

*2,387 Recycle Coach App
Users*

*15,464 Recycle Coach App
Interactions*

197 Overlook Visitors

*1,847 Transfer Station
Visitors*

*5,089 Yard Trimming
Participants*

*1.3K Social Media
Followers*

Meeting Our Goals

Operation Save the Bears - Environmental Services continues to evaluate the ~480 bear resistant roll carts that were delivered to North Community 3 (NC3). A survey was mailed to the residents in NC3 to identify any issues and gather information on how well they are working to reduce bear encounters and to gauge customer satisfaction.

News & Updates

Environmental Services, ESB and Zero Waste Los Alamos hosted an information booth during Customer Service Day on October 5, 2022. Information about preventing food waste, composting, recycling, and services that the Eco Station offers was provided. Customers were also given the opportunity to decorate a reusable plate to eliminate the need for disposable, single-use items such as plastic or Styrofoam plates and help reduce waste sent to the landfill.

The Environmental Sustainability Board meeting, October 20, 2022, was held in the B&C room and via Zoom. The ESB received a presentation from New Mexico Recycling Coalition Executive Director Sarah Pierpont on Extended producer Responsibility & Product Stewardship. The Board also received a presentation on Climate Solution, Bridging Environmental Physics and Design from Dr. Sanna Sevanto, LANL environmental physicist and team leader of Atmosphere, Climate and Ecosystem Sciences team. Additionally, the ESB has been recruiting for two vacancies.

The Zero Waste team will begin working on their 2023 Work Plan as well as developing a public information plan for educating and outreaching to the community about the new food waste composting program. Additionally, the Zero Waste members acknowledged and welcomed the recent change Kroger implemented to reduce plastic bag usage in White Rock. Customers now pay a small fee for plastic bags or bring a reusable bag.

Connecting with the Public

Recycle Coach app is a great asset for residents to check collection schedules and use the 'What Goes Where' search tool for recycle questions. The number one customer interaction is collection day reminders and real time notifications.

Yard Trimming collection officially began March 14, 2022, and as of October 21, 2022, Environmental Services have collected over 747 tons of material. The yard trimming roll cart is for organic yard trimmings only, which includes short branches, flowers, grass clippings, leaves, pine needles and pinecones. Residents are allowed one cart per household. Register for a Yard Trimming Cart online at www.losalamosnm.us/gogreen.

Looking Ahead

Each year Environmental Services provides a dumpster for the annual pumpkin glow event. This year the dumpster has a fresh new look thanks to local artist Susanne Egan. The dumpster will be placed at Overlook Park for the 2022 pumpkin glow.

Environmental Services and the Zero Waste Los Alamos Team have a Zero Waste Party Kit available that you may reserve for your next event! The kit includes approximately fifty (50) table setting, including: large plate, cup, fork, spoon, butter knife and napkin.



Residential Sustainability Report

Service Period: October 2022

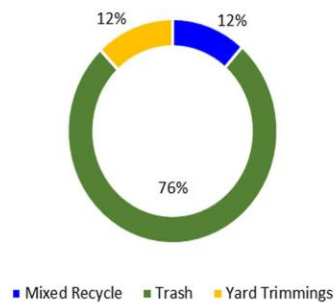
October Diversion Rate: **24%**



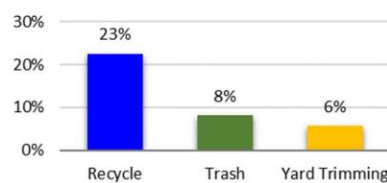
LOS ALAMOS

The *diversion rate* is the percent of recyclable and compostable material diverted from the landfill.

Monthly Collection Report

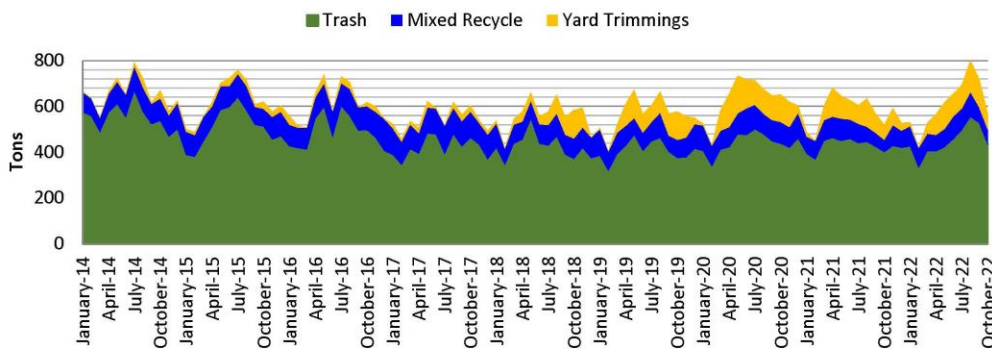


% Change Previous Year

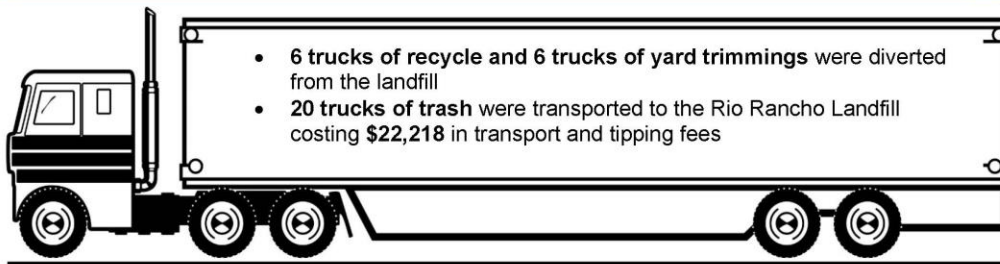


	Oct-21	Oct-22
Yard Trimming	64.97	68.72
Recycle	53.44	65.47
Trash	401.01	433.99

In September by recycling and composting Los Alamos County reduced GHG emissions by ~360 tons



In 2022 by recycling and composting Los Alamos County reduced GHG emissions by ~4,443 tons



For more information contact Environmental Services Division at 505.662.8163 or email solidwaste@lacnm.us

STATS Update

Facilities work order stats:

Total: 303

New: 82

Completed: 118

Immediate response working hours: 8

Emergency call outs after hours: 3

Meeting Our Goals

In accordance with the strategic goal to invest in infrastructure, Capital Projects & Facilities staff keep their focus on maintaining County facilities. Facilities maintenance projects were active at two fire stations, the Art Center, and several County facilities responding to a power outage.

Toward the goal of improving our recreational amenities, staff continue to advance the planning, design, and construction of recreation projects, including the Leisure Lagoon, Improvements at the Golf Course, North Mesa Shared-Use Gym, and Tennis Complex.

News & Updates

Phase 1 of the Golf Course project advertised for bid in October. Phase 1 includes improving Holes 4 through 18, to include tees, bunkers, greens, permanent restrooms, targeted cart path upgrades and deferred maintenance. Bids are due November 15, 2022.

Water bottle filling stations continue to be installed with the latest at the Art Center at Fuller Lodge and Pajarito Cliff Sites Building 3. To protect the operation of and investment in heating system equipment, water conditioning systems are being added to boilers to prevent premature failure due to water deposition and corrosion. Repairs to the stairs at Fire Station 2 and Capitan's restroom were completed, which supports the functions of County life and fire safety staff.

Connecting with the Public

Public input was sought for the Tennis Complex project at a Public Meeting held October 20, 2022. Staff presented information from a draft report of the Site Selection Evaluation, then opened the meeting for discussion and comment. Comments or questions on the project will be accepted until November 3, 2022 at lacpw@lacnm.us or by calling 505-662-8150. A copy of the presentation and draft report can be found on the project website under Tennis Complex Design and Site Selection at the following link: https://www.losalamosnm.us/government/departments/public_works/public_works_projects

Looking Ahead

The Tennis Complex project will be presented to the Parks and Recreation Board on November 11, 2022 and is tentatively scheduled for presentation to Council in December 2022.

Staff continue to support the function of our first responders painting of the apparatus bay in Fire Station 4.

STATS Update

Supported events: 168

Meeting Our Goals

The Custodial Division continues to promote innovative approaches, conscientious stewardship and outstanding customer service while delivering clean and safe results to the County.

News & Updates

The increase in reservations continued during the Month of October due in part to weddings and parties, and bookings are up significantly for the Holiday months. We are averaging two large events each week at Fuller Lodge and some Recreation events have started up again.

Connecting with the Public

Custodial staff supported the following public events:

Fuller Lodge – 51

White Rock Activity Center – 41

WR Fire Station #3 – 3

BESC – 15

WR Town Hall – 25

Municipal Building – 33

Looking Ahead

The Custodial Division is preparing for winter weather, such as maintenance on snow removal equipment and stocking the facilities with ice melt.

STATS Update

46 Permits Issued
12 Potholes filled
501 Miles Swept
11 Invoices Processed
103 Customer Calls
1 IFB Issued
14 Streetlight bulbs installed
12 Tons of Asphalt Used
148 Line Located
40 Signs
Manufactured/Installed

Meeting Our Goals

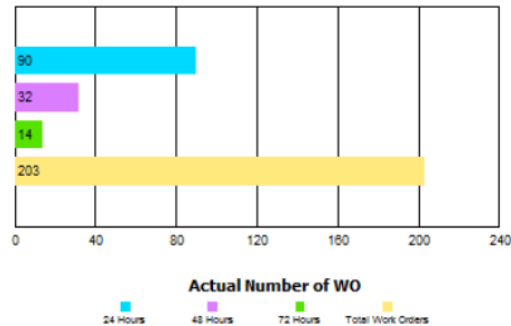
Fleet is focused on keeping vehicles and equipment in top shape so our Los Alamos County customers can provide quality services to the residents of Los Alamos and White Rock. Fleet also provides a Motor Pool service that is located at the Municipal building available to County staff.

Traffic and Streets division met county council goals in the month of October by maintaining roadways, sidewalks, performing vegetation control, striping county owner parking lots and property, and striping roadway islands.

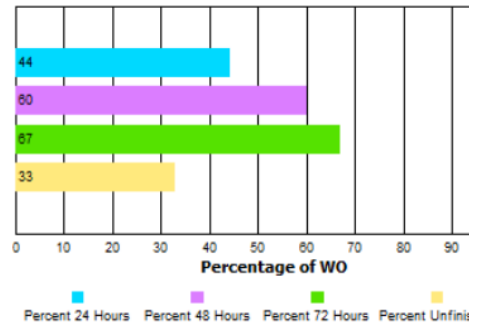
News & Updates

Loc: FLEET - FLEET

Actual Number of Work Orders Finished
Within 24, 48 or 72 Hours of Open Date



Percentage of Work Orders Finished
Within 24, 48, and 72 Hours (Cumulative)



Actual		Cumulative	
Within 24 Hours: 90	Within 48 Hours: 32	Within 24 Hours: 90	Within 48 Hours: 122
Within 72 Hours: 14	Total Number of Work Orders: 203	Within 72 Hours: 136	Total Number of Work Orders: 203
Total Unfinished: 67		Percent Unfinished: 33.00%	

News & Updates

Streets crews have been repairing asphalt countywide during the month of October. They have crack sealed various location in the townsite, including the Municipal Building parking lot, Barranca Road, Los Pueblos, Totavi Rd., 37th St, Gold St., Urban, and 47th St.

Crews closed Central Ave. to repair sections of asphalt. The work is being done at night to lessen the impact of traffic during the daytime.

Crews have been performing vegetation control countywide and will continue over the next two months in preparation for winter. This will help the drains to be cleared when the snow melts along our right of way.

Traffic electricians completed airport lighting locates for soil samples and installed a photocell holder and photocell on the west windsock.

Traffic electricians assisted Edge Construction in locating existing streetlight conduit to complete the conduit runs on DP Rd.

Traffic electricians replaced a broken photocell holder on a pedestal at the intersection of North Rd. and Quemazon.

The signs and markings crew painted crosswalks at various intersections in the Townsite.

Crews will be assisting the Los Alamos Commerce and Development Corporation (LACDC) and the Los Alamos Community Services Department with the Halloween events by setting up traffic control for planned events and providing electricity for vendors at these events.

Connecting with the Public

Crews connected with the public by loaning out road closure barriers for a group of residents having a block party to welcome newcomers to the neighborhood and by loaning signs to LAPD to assist with the annual Trick0or-Trot 5K Fundraiser

Looking Ahead

Fleet will start meeting with all departments to work on FY24 replacement list within the next month.

Traffic & Streets Crews will be preparing for winter and potential snowstorms. New hires are obtaining their Commercial Drivers' Licenses (CDL), snow and ice material is being stockpiled, and equipment is being prepared for the season.

STATS Update

*Unlinked Passenger Trips
(UPT): 33,873*

Fixed-Route UPT: 33,204

Demand-Response UPT: 258

Special UPT: 411

Service Days: 21

UPT per Service Day: 1,613

UPT per Service Mile: .87

Service Disruptions: 8

*On-time Timepoint
Departures: 80%*

*On-time Paratransit Trips:
90%*

*Buses with Defective ITS
Systems: 54%*

Customer Complaints: 4

Meeting Our Goals

Airport - The Runway and Taxiway Pavement Preservation project is 95% completed. The runway permanent markings have been completed allowing the runway to remain open during the completion of the rest of the project.

Transit - Atomic City Transit continues to move forward with LSC Transportation Consults, Inc on the update to the Atomic City Transit Comprehensive Transportation Study and five-year Service Plan update. The consultants have provided Atomic City Transit staff a draft technical report regarding all the statistical information regarding public transportation within Los Alamos County including stakeholder and community comments. A summary presentation of the information was held for public discussion on October 6, 2022, at the Transportation Board meeting.

News & Updates

Airport - The NMDOT funded Fuel Farm project went out for bid with bids due October 27. The goal is to go to Council for award on November 15 with an anticipated completion of Aug 2023.

The airport's new weather station will be installed the week of Nov 14th.

The County's airport Consultant, Delta Airport Consultants, anticipates completing the Preliminary Engineering Report for the Taxiway F Relocation Safety Project in December. This will allow for more detailed planning for the relocation of the taxiway and construction of additional hangars on the west side of the airport.

Transit - Purchase of the two electric buses and charging stations continue to undergo contract negotiations. As these contract negotiations are completed and the order gets placed, we can expect the new buses in about 12 to 18 months from the date of order. With the increase interest of electric powered buses throughout the United States, work production has been delayed.

Bandelier Shuttle Service is complete for the 2022 season. Bandelier National Monument is open to the public to drive into the park 9:00 am to 5:00 pm. Monday through Sunday. Ridership was healthy through the month of September a total of 62,667

Atomic City Transit also provided service for Uller Fest on September 10, 2022, from 10:00 am to 6:00 pm with 30-minute service.



Date	Vehicle	UPT	Platform Miles	Platform Hours	Revenue Miles	Revenue Hours
9/10/2022	4171	154	110	9.17	102	8.50
9/10/2022	4191	91	100	8.67	85	8.08
9/10/2022	4201	166	24	9.17	16	8.50
9/10/2022	TOTAL	411	234	27.00	203	25.08

Atomic City Transit will provide shuttle service from Sullivan Field and White Rock Center from on October 29, 2022, starting at 3:00 pm with the last bus leaving Overlook Park at 9:30 pm.

Connecting with the Public

The local chapter of the Experimental Aircraft Association (EAA) held a Young Eagles event at the airport on Saturday, October 15th. Local pilots donated their time and aircraft to give kids a chance to experience flying. The median age for the kids is 12 - 13-year-old. Most parents and kids hear about Young Eagles through school, internet, or word of mouth.

September 2022 Ridership Report										LOS ALAMOS										
Route	September Trips					% Chg (from 2018)	% Chg (from 2019)	% Chg (from 2020)	% Chg (from 2021)	Sep Rev. Miles					Sep Rev. Hours					YTD Trips
	2018	2019	2020	2021	2022					2018	2019	2020	2021	2022	2018	2019	2020	2021	2022	
1 Downtown	4,896	5,523	701	3,717	4,874	-0.4%	-11.8%	595.3%	31.1%	3,418	3,605	2,814	3,672	3,642	283.2	298.7	213.5	273.0	273.0	34,866
2M White Rock - Main Hill	2,305	2,615	498	876	1,420	-38.4%	-45.7%	185.1%	62.1%	6,766	7,178	5,849	4,945	7,353	255.1	270.7	221.2	187.1	278.9	15,582
2T White Rock - Truck Rt	1,524	1,470	333	1,365	1,392	-8.7%	-5.3%	318.0%	2.0%	6,292	6,623	5,374	7,022	6,965	248.0	261.0	205.1	274.1	273.1	10,197
2P White Rock - Peak	373	582	-	-	-	0.0%	0.0%	0.0%	0.0%	2,328	2,816	-	-	-	86.0	104.0	-	-	-	-
3 Central / Canyon	2,754	2,691	-	1,962	815	-70.4%	-69.7%	0.0%	-58.5%	4,829	5,083	-	5,229	2,330	241.3	254.0	-	263.1	117.6	14,087
4 North Community	2,911	3,149	-	2,067	1,183	-59.4%	-62.4%	0.0%	-42.8%	3,499	3,683	-	4,071	4,039	247.0	260.0	-	272.5	271.0	12,201
5 Barranca Mesa	1,446	1,706	-	1,181	1,139	-21.2%	-33.2%	0.0%	-3.6%	3,844	4,047	-	4,242	4,236	244.8	257.7	-	270.0	270.6	8,173
6 North Mesa	6,310	7,327	-	3,526	3,388	-46.3%	-53.8%	0.0%	-3.9%	5,446	5,732	-	3,917	3,878	368.3	387.7	-	273.4	273.1	27,880
Fixed-route subtotal	22,519	25,063	1,532	14,694	14,211	-36.9%	-43.3%	827.6%	-3.3%	36,421	38,766	14,036	33,097	32,444	1,973.7	2,093.7	639.8	1,813.1	1,757.2	122,986
7 North Mesa Expr	1,405	1,386	-	901	692	-50.7%	-50.1%	0.0%	-23.2%	333	356	-	365	282	20.1	21.5	-	37.3	19.2	5,101
8 North Community Expr	838	898	-	292	526	-37.2%	-41.4%	0.0%	80.1%	122	128	-	135	116	8.2	8.7	-	8.1	6.9	2,612
9 Aspen Expr	861	996	-	435	124	-85.6%	-87.6%	0.0%	-71.5%	94	99	-	109	177	6.6	7.0	-	6.3	8.1	1,986
10 Barranca Expr	1,371	1,115	-	335	375	-72.6%	-66.4%	0.0%	11.9%	157	165	-	177	152	9.8	10.3	-	9.8	8.4	2,111
11 White Rock Expr	969	1,014	-	646	379	-60.9%	-62.6%	0.0%	-41.3%	320	336	-	358	302	12.7	13.3	-	14.0	12.0	3,047
Express route subtotal	5,444	5,409	-	2,609	2,096	-61.5%	-61.2%	0.0%	-19.7%	1,025	1,085	-	1,143	1,028	57.5	60.9	-	75.4	54.6	14,857
12 Bandelier	17,396	16,512	-	530	16,897	-2.9%	2.3%	0.0%	3088.1%	14,378	14,346	-	3,649	3,289	560.9	555.3	-	142.8	547.4	62,381
Dial-a-Ride	83	120	-	127	57	-31.3%	-52.5%	0.0%	-55.1%	688	784	-	718	135	46.0	40.4	-	30.6	5.4	614
ACT Assist	429	379	97	181	201	-53.1%	-47.0%	107.2%	11.0%	3,455	2,917	629	3,587	1,909	180.8	187.0	25.7	176.0	151.0	2,070
Special Services	573	834	238	697	411	-28.3%	-50.7%	72.7%	-41.0%	256	333	1,256	1,128	293	25.2	26.0	207.3	51.4	25.1	1,851
System total	46,444	48,317	1,867	18,838	33,873	-27.1%	-29.9%	1714.3%	79.8%	56,224	58,231	15,921	43,323	39,097	2,944	2,963	873	2,289	2,541	204,759



Total Passenger Trips to Date: 6,057,828

Significant Service Adjustments and Special Events

- All Month: Due to staffing shortages, Route 2P did not operate
- 9/10/22 Special Service for Ullr Fest: 411 passenger trips provided (3 fixed-route buses).
- 9/1/22 - 9/30/22: Due to staffing shortages, Peak service did not operate on Routes 1 and 6
- 9/28/22 - 9/30/22: Express Routes 8-11 did not operate due to teacher in-service days.
- 9/28/22: Express Route 7 did not operate due to teacher in-service day.
- 9/19/22 - 9/30/22: Route 3 did not operate due to staffing shortages.
- 9/12/22 - 9/13/22 & 9/15/22 & 9/19/22 - 9/30/22: Route 3 did not operate due to staffing shortages. (9/12 Rt 3 did operate from 6:17a-9:35a. Additionally, Rt 2M did not operate from 6:05a-11:25a on 9/12)

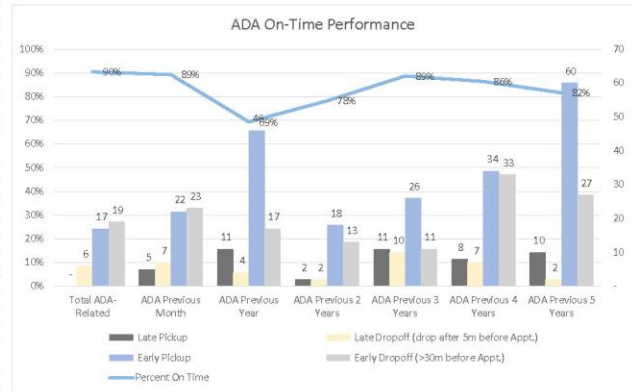
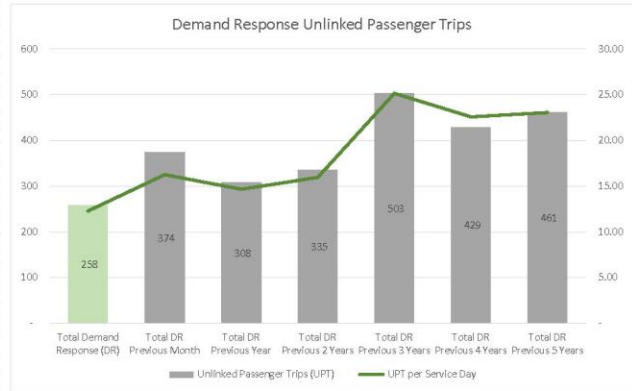
Atomic City Transit - Demand Response Ridership and Statistics

September 2022

	Total Demand Response (DR)	Total DR Previous Month	Total DR Previous Year	Total ADA-Related	Total DAR	Total DAR-Special
NTD Service Information						
Vehicles Operated in Max Service	2	2	2	2	1	-
Unlinked Passenger Trips (UPT)	258	374	308	201	57	-
UPT Ambulatory	236	353	242	184	52	-
UPT Non-Ambulatory	22	21	66	17	5	-
UPT Evening DAR	17	26	26	-	17	-
UPT Daytime DAR	33	27	24	-	33	-
UPT Regional-Linked	110	189	145	91	19	-
Companions	9	39	32	4	5	-
PCAs	21	29	19	19	2	-
Total Vehicle Miles (VM)	2,986	3,799	3,088	2,696	290	-
Total Vehicle Hours (VH)	223	260	322	205	17	-
Total Revenue Miles (RM)	2,044	2,755	2,316	1,909	135	-
Total Revenue Hours (RH)	156	186	163	151	5	-
Regional-linked Miles	954	1,695	1,205	816	138	-
Regional-linked Hours	36	63	50	31	6	-
Passenger Miles	1,472	2,674	1,968	1,198	274	-
Passenger Hours	70	123	98	56	14	-
Service Days	21	23	21	21	18	-
Weekdays	21	23	21	21	18	-
UPT per RM	0.1	0.1	0.1	0.1	0.4	-
UPT per RH	1.6	2.0	1.9	1.3	10.6	-
UPT per Service Day	12.3	16.3	14.7	9.6	3.2	-
UPT per Weekday	12.3	16.3	14.7	9.6	3.2	-

Scheduling Stats						
Subscription	115	160	80	115	-	-
One Way Trips Requested	350	447	474	286	64	-
One Way Trips Performed	228	306	257	178	50	-
Advance Reservation	178	253	210	178	-	-
Same Day Reservation	50	53	47	-	50	-
Avg. Minutes to board	4	4	4	2	2	-
Avg. Minutes to Disembark	2	3	2	1	1	-

Capacity Metrics						
Missed Trip (Due to Vehicle Late)	-	-	-	-	-	-
Trips On Time	203	265	183	161	42	-
Percent On Time	89%	87%	71%	90%	84%	-
Early Offer	16	13	16	15	1	-
Late Offer	4	6	5	4	-	-
Late Pickup	-	6	12	-	-	-
Excessively Late Pickup (>15m after window)	-	-	3	-	-	-
Late Dropoff (drop after 5m before Appt.)	6	7	4	6	-	-
Excessively Late Dropoff (>10m after Appt.)	-	3	1	-	-	-
Early Pickup	25	35	62	17	8	-
Excessively Early Pickup (>15m before window)	2	1	4	1	1	-
Early Dropoff (>30m before Appt.)	19	23	27	19	-	-
Excessively Early Dropoff (>45m before Appt.)	1	-	-	1	-	-
Trip Over 45 min	2	4	5	2	-	-
Trip Over 60 min	-	2	-	-	-	-
Over Fixed-Route Duration Est.	5	11	11	4	1	-
>15m Over Fixed-Route Duration Est.	-	1	1	-	-	-



STAFFING Report



Alysia Dahlby

New Staff

Alysia Dahlby, Administration Scale Operator

Alysia recently worked for Los Alamos Cooperative Market and coordinated special events. She will be an excellent addition to the team.

Anthony Jaramillo, Signs & Markings Tech III

Anthony began working with Traffic and Streets in October. Welcome aboard!



Anthony Jaramillo

Staff Anniversaries

Matt Lengyel, Fleet Mechanic II and Gamaniel Mendoza, Fleet Mechanic I

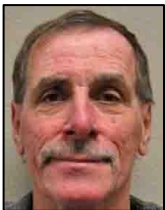
Matt and Gamaniel celebrated 5 years of service with Los Alamos County. Congratulations!



Matt Lengyel



Gamaniel Mendoza



Keith Yeske

Keith Yeske, Construction Specialist III

Keith celebrated 32 years of service with Los Alamos County. Thank you, Keith!



Mark Hughes

Mark Hughes, Construction Specialist I

Mark celebrated 15 years of service with Los Alamos County. Among many tasks, recently Mark is supporting election security by changing out the lock and keys at all voting places. Thank you, Mark!

Public Works Promotions



Daniel Campos, Streets Superintendent

Daniel was promoted to Streets Superintendent in October; he has been employed by Los Alamos County for the past 19.5 years. Daniel has worked his way up through the ranks, he started his career as an equipment operator. Congratulations Daniel!



Sara Rhoton, Capital Projects & Facilities Manager

Sara was promoted to Capital Projects & Facilities Manager in October; she has been employed by Los Alamos County for the past year. Sara was previously a Project Manager with the Engineering & Project Manager Division. Congratulations Sara!



Stephanie Conrad, Customer Service Representative/Dispatch

Stephanie was hired as a Transit Operator in August 2022, she was recently promoted to Customer Service Representative/Dispatch, she has four years' experience as a dispatcher. Congratulations Stephanie!

Kudos

October 18, 2022

Thank you so much for helping my father with the trash, recycle and garden debris. You have a very effective system which gave us such peace of mind. It is a fantastic service.

He is going to New York for the winter on November 1,

so, the last day he will

need your assistance is next Tuesday, October 25.

Have a wonderful winter!

Thank you for everything!

Carol Stratton Chambers
(Tom Stratton's daughter)





Customer Service Week – Zero Waste Information and Outreach Tables



Thank you, Susanne Egan of Los Alamos Canvas Events for painting the Pumpkin Dumpster



Have you noticed the color-coded receptacle covers?



Paving on Sherwood Blvd.



Demolition of the Hilltop House



Paving on Canyon Road

The local chapter of the Experimental Aircraft Association (EAA) held a Young Eagles event at the airport on Saturday, October 15th. Local pilots donated their time and aircraft to give kids a chance to experience flying. The median age for the kids is 12 - 13-year-old. Most parents and kids hear about Young Eagles thru school, internet, or word of mouth.

