County of Los Alamos

1000 Central Avenue
Los Alamos, NM 87544

Agenda

Planning and Zoning Commission

Terry Priestley, Chair; Beverly Neal-Clinton, Vice-Chair; Jean Dewart; Michelle Griffin; Stephanie Nakhleh; Craig Martin; Neal Martin; and April Wade, Commissioners

Wednesday, January 13, 2021

5:30 PM

In accordance with New Mexico Department of Health's public emergency order governing mass gathering due to COVID-19, this meeting will be held remotely via Zoom. Proceedings can be viewed at http://losalamos.legistar.com/Calendar.aspx

To attend or give public comment, please click the link below to join the webinar: https://zoom.us/webinar/register/WN_cCLCi5lWQvKuWZ7UGcOEqQ Or iPhone one-tap: US: +16699009128,,91446815437# +12532158782,,91446815437# Or Telephone: Dial(for higher quality, dial a number based on your current location): US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 Webinar ID: 914 4681 5437 Participant ID: 481804, International numbers available: https://zoom.us/u/aIAAJgkFN

1. CALL TO ORDER/ ROLL CALL

2. PUBLIC COMMENT

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

3. APPROVAL OF AGENDA

4. PUBLIC HEARING

A. 13716-21 Case No. SIT-2020-0045, WVR-2020-0089:
A request for site plan approval of a conference center and hotel, located at 1925 Trinity Drive in Los Alamos, and located within the DT-NCO, Downtown-Neighborhood Center Overlay District; and a request for waiver from Los Alamos County Code Section §
16-578-t1. - Downtown district and mixed-use district development standards (table) to allow additional height for a hotel building exceeding the maximum height limit of 45 feet within 150 feet of the Los Alamos Canyon; height range is 49 feet 6 inches to 60 feet 3 inches at the structures highest point.

Attachments: StaffReport_SIT-2019-0045-FINAL_MA

5. PLANNING AND ZONING COMMISSION BUSINESS

A. 13702-20 Planning and Zoning Commission MInutes, December 9, 2020

Attachments: PZ_Minutes_20201209_draft

6. COMMISSION/STAFF COMMUNICATIONS

A. Department Report

B. Chair's Report

C. Council Liaison's Report

D. Commission Comments

7. PUBLIC COMMENT

8. ADJOURNMENT

PLEASE NOTE: Any action by the Planning and Zoning Commission in granting approval, conditional approval or disapproval of an application my be appealed by the applicant, or by the persons who have a personal or pecuniary interest adversely affected by the decision as defined by Section 16-454 of the County Code. Such appeals must be filed with the Community Development Department within 15-days of the action in accordance with Section 16-492.

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 505-662-8040 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 Community Development Office at 505-662-8006 if a summary or other type of accessible format is needed.

Los Alamos County

Community Development Department

PLANNING & ZONING COMMISSION STAFF REPORT

Public Hearing Date:	**January 13, 2021**
Subject:	Case No. SIT-2020-0045, WVR-2020-0089
Owners / Applicants:	TNJLA, LLC Applicant, Los Alamos County, Owner
Case Manager:	K. Margaret Ambrosino, AICP, Acting Planning Manager

Case No. SIT-2020-0045, WVR-2020-0089:

A request for site plan approval of a conference center and hotel, located at 1925 Trinity Drive in Los Alamos, and located within the DT-NCO, Downtown-Neighborhood Center Overlay District; and a request for waiver from Los Alamos County Code Section § 16-578-t1. - Downtown district and mixed-use district development standards (table) to allow additional height for a hotel building exceeding the maximum height limit of 45 feet within 150 feet of the Los Alamos Canyon; height range is 49 feet 6 inches to 60 feet 3 inches at the structures highest point.

Tushar Patel of TNJLA, LLC, requests approval of a Site Plan for a four-story Marriott Town Place Suites hotel along with a 6,740 gross square-foot conference center, located at 1925 Trinity Drive along the terminus of the 20th Street extension in Los Alamos, and located within the DT-NCO, Downtown-Neighborhood Center Overlay District. The conference center building is proposing a maximum 30-foot height. This request also includes a separate waiver application (Case # WVR-2020-0089) to allow additional height to the hotel building in excess of the maximum height of 45 feet as specified in the DT-NCO design standards.

Case No. SIT-2019-0045, Motion Option 1:

I move to **approve** Case No. SIT-2020-0045 — A request for site plan approval of a conference center and hotel, located at 1925 Trinity Drive in Los Alamos, and located within the DT-NCO, Downtown-Neighborhood Center Overlay District. Approval is based on the reasons stated within the staff report and per testimony entered at the public hearing, subject to the following conditions:

Prior to the issuance of building permits, Applicant shall have met the following:

1. Applicant shall record the Project Participation Agreement (PPA) with the Los Alamos County Clerk's office;
2. The County is presently the owner of record on the subject lots. Pursuant to Ordinance No.695 and the PPA, these documents grant the subject lots to TNJLA, LLC to be developed under the term specified. Upon recordation of the associated summary plat, the developer shall work with the County Attorney and County Manager's offices to finalize transfer of title to TNJLA, LLC with new ownership reflected in County records;
3. Vacation of Public Utility Easements (PUE's) and CenturyLink easements are subject to Summary Plat approval by County Council; the plat shall be signed by the County Chair, CenturyLink, and

recorded with Los Alamos County Clerk's Office before transfer of ownership to TNJLA, LLC, is complete and as described in Condition #2;

4. Site Plan, Landscape Plan, Grading & Drainage and Summary Plat sheets shall not show any features obstructing access to the electrical substation or any other easements requiring access for the Department of Public Utilities; all corrections as noted in DPU emailed correspondence dated October 15, 2020 affirming feasibility as reflected in the Applicant's latest drawings shall be verified at permit. DPU's sketch with required corrections in red provided to the Applicant on May 28 shall be incorporated in the final drawings.
5. The developer shall pay all development application fees for summary plat and site plan review, and as calculated by the Applicant for total project valuation including the hotel and conference center structures; waiver application fees not required.
6. Revise the shared parking map from the most recent version, to a scaled drawing reflecting 56 parking spaces with required dimensions pursuant to Section §16-367(a). If there are any parking space numeric discrepancies from the agreement to the map; or if a reduction of the 56 spaces, the Applicant shall record a revised shared parking agreement with neighboring Los Alamos Public Schools, including the matching revised exhibit reflecting the actual number of spaces provided.
7. Provide a construction schedule for the entire project to the County Engineer's Office, Department of Public Works for coordination on the County's traffic signal buildout at Trinity and 20th Streets;
8. Re-addressing for both hotel and conference center shall be in accordance with County Addressing Standards and new addresses will be assigned;
9. The DOE/N3B has preliminarily approved the relocation of the retention ponds to no longer flow over SWMU 01-003(d), as conveyed in correspondence dated July 28, 2020
   Should the Applicant make any changes to the design, DOE/N3B SHALL review and approve prior to permit.

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

<u>Case No. SIT-2019-0045, Motion Option 2:</u>

I move to **deny** Case No. SIT-2019-0045 — A request for site plan approval of a conference center and hotel, located at 1925 Trinity Drive in Los Alamos, and located within the DT-NCO, Downtown-Neighborhood Center Overlay District. Denial is due to the proposal failing to meet the Los Alamos County Code of Ordinances, Chapter 16 — Development Code review criteria within §16-152A, for the following reasons:

1. …

<u>Case No. WVR-2019-0089, Motion Option 1:</u>

I move to **approve** Case No. WVR-2019-0089 — a request for waiver from Los Alamos County Code Section § 16-578-t1. - Downtown district and mixed-use district development standards (table) to allow additional height for a hotel building exceeding the maximum height limit of 45 feet within 150 feet of the Los Alamos Canyon; height range is 49 feet 6 inches to 60 feet 3 inches at the structures highest point; for the reasons stated in the staff report and per testimony entered at the public hearing, subject to the following condition(s):

1. Height allowance, if approved, shall apply to only the hotel structure. The conference center building shall be built not to exceed 45 feet as proposed by Applicant;
2. …

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

Case No. WVR-2019-0085, Motion Option 2:
I move to **deny** Case No. WVR-2019-0089 — a request for waiver from Los Alamos County Code Section § 16-578-t1. - Downtown district and mixed-use district development standards (table) to allow additional height for a hotel building exceeding the maximum height limit of 45 feet within 150 feet of the Los Alamos Canyon; height range is 49 feet 6 inches to 60 feet 3 inches at the structures highest point, due to failure to meet the Los Alamos County Code, Waiver review criteria within §16-157, for the following reasons:

1. …

SUMMARY AND HISTORY
The County owns what are presently recorded as Lots 1C, 2C, 3C, 4C, 5C and 6C in the remaining portion of Tract NN, Eastern Area 3, totaling approximately 3.08 acres. These lots were acquired from CenturyLink in 2015, which the Los Alamos County Economic Development Department (EDD) subsequently had surveyed and subdivided, ultimately resulting in six (6) lots. The intent at that point in time was to market the lots for permitted downtown commercial *or* mixed uses in accordance with the Economic Development goals of the 2016 Comprehensive Plan (Comp Plan). In October 2019 via County Council public hearing, the lots were formally awarded to TNJLA, LLC, the Applicant, in a competitive Local Economic Development Act (LEDA) selection process as detailed by Ordinance 695 and detailed in the PPA (Exhibit 11), for a proposed hotel and convention center and thus aligning with the Core Themes, Goals, Policies and Strategies of the Comp Plan which states in its introduction:

> *"Increased interest in Los Alamos could spur development of additional hotel facilities, a convention center, and possibly even a destination resort."*

To achieve this, a summary plat will consolidate Lots 1C, 2C, 3C and 6C to one lot renamed 1-C-1, in order to build the hotel and conference center. The summary plat also serves to adjust the cul-de-sac right of way on the 20th Street extension and to add an additional right-of-way on Trinity for a bus bay located adjacent to Lot 5C. The two additional Lots: 4C and 5C, are also part of the land to be deeded to the Applicant. Lastly, it serves to vacate both County and CenturyLink easements. As summary platting may be administratively reviewed by staff, it does not require approval from the Planning and Zoning Commission, and thus is not included in the P&Z motions as stated in Condition #3. However, the County Council shall approve and sign it after this site plan approval. This summary plat has been reviewed by staff is in accordance with Section 16-51.

Approval of this summary plat will serve to consolidate lots and vacate easements to construct the hotel and conference center buildings on Lot 1-C-1. Lots 4C and 5C will currently serve to provide additional parking. Together, all six lots contain approximately 3.08 acres as shown in Exhibit 4 in Appendix within this report.

The lot addressed as 1925 Trinity (Lot 6C) presently contains the smart house, is owned by the County, and will be transferred via quitclaim deed to TNJLA, LLC after recordation of the Summary Plat to consolidate lots and vacate easements. The smart house is only existing structure on the properties and is thus planned for demolition.

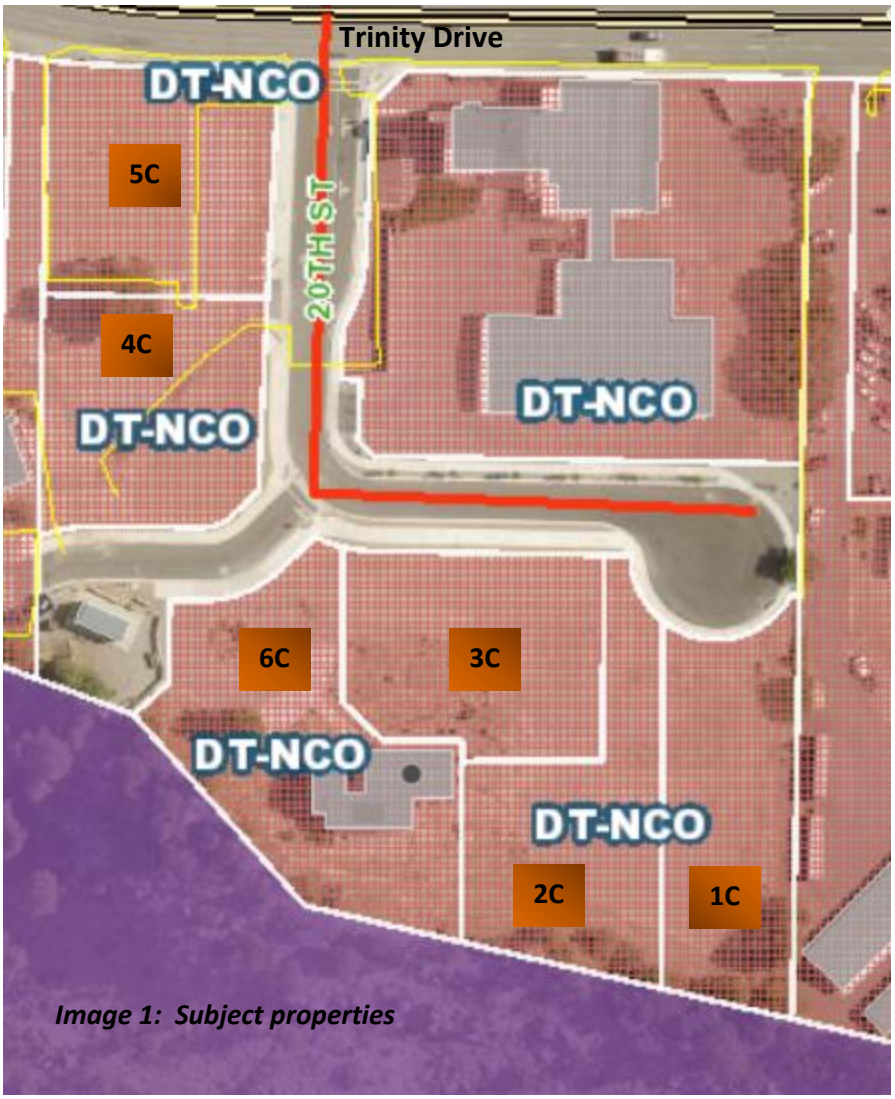


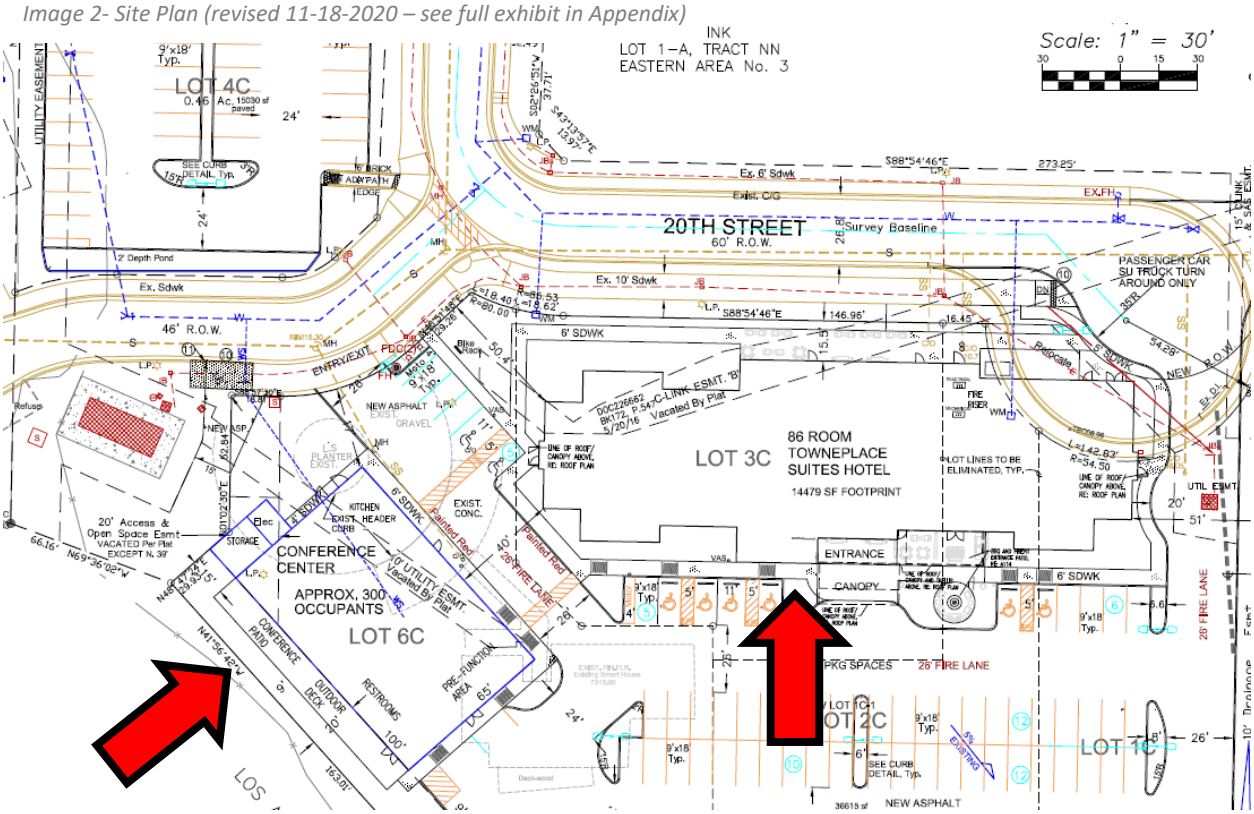
Image 1: Subject properties

The subject property is situated on the south side of Trinity at 20th street and along the 20th Street extension running approximately 250 feet south of Trinity; and then running east west, to terminate at a new redesigned cul-de-sac. It borders CenturyLink to the west on Trinity (1907), office and retail suites also to the west (2101 A-W), two vacant lots to the north (325/375 20th Street) which will contain parking for the hotel and conference center; and the Los Alamos Public Schools Administration building (2075) to the immediate west. The smart house is presently situated at 1901/1911/1921 20th Street and will be cleared to accommodate the new development. All subject lots are located to the north of Los Alamos Canyon (Dept. of Energy/Federal land).

Both the subject properties and all adjacent parcels on the south side of Trinity are zoned DT-NCO as shown in Image 1.

The two new structures, the hotel and conference center, are identified on the site plan below:

Image 2- Site Plan (revised 11-18-2020 – see full exhibit in Appendix)



The Applicant has until November 2023 to complete construction, or approximately 35 months from the October 2019 date of County Council's approval. Although the construction of a café is also included in the PPA and this same deadline applies for its construction, it is not part of this site plan as per the Applicant's decision. The Applicant understands that a subsequent site plan application shall be required later to construct the café, which will remain on its own lot, identified in the site plan as 5C.

Design Standards

The subject property is located within the Mixed-Use District. Section 16-582 – Downtown and mixed use District Architectural Standards, of the Los Alamos Development Code, beginning at paragraph (e), states:

(e) Exterior building materials. The exterior walls of buildings and structures shall consist of a mixture of two or more predominant exterior building materials from the list of allowable predominant building materials shown below. For the purposes of this section, "predominant exterior building materials" shall mean those exterior building materials whose total area when taken together constitute 60 percent or more of a building's total exterior wall surfaces visible to public view, excluding windows and doors. Furthermore, except for portions of exterior walls not open to public view, the exterior walls of buildings and structures shall not contain materials from the list of non-permitted exterior building materials also shown below. A variety of other exterior, non-predominant wall materials including window glass, metal panels, and decorative concrete block may be utilized constituting the remaining 40 percent or less of exterior walls.

(1) List of allowable predominant exterior building materials.

a. Stucco or artificial stucco;

b. Natural stone;

c. Clay brick and pre-assembled clay brick panels;

d. Exposed timbers, logs, or wood trim;

e. Any other materials that convincingly match the appearance of these materials.

The Applicant has chosen fiber cement siding panels in three to five different colors that are shown in the Exterior Finish Legend portion of the conceptual elevations for the hotel, which resemble a stucco building finish. These are shown as a series of grey, reddish brown and cream white, noted as EF1 through EF3, and SP1 & 2. The conference center contains non-overlap siding in a "Carriage Red" (reddish brown) color as a portion of the building. The applicant notes that these selections were picked so that the overall appearance of the conference center is cohesive with the hotel appearance.

(2) List of non-permitted exterior building materials.

a. Exposed poured-in-place concrete except that decorative pre-cast units resembling stone shall be allowed;

b. Plain concrete block whether painted or unpainted;

c. Plywood panels whether plain or decorative;

d. Vinyl and aluminum siding and all horizontal lap siding regardless of material.

The Applicant has stated in discussion with staff that the chosen materials are not categorized within the prohibited materials a. through d. as stated above. The site plan notes fiber cement as a material used for both hotel and conference center. This material does not create an overlap and the Applicant also notes that the look of the selected siding is more upscale than lap siding and the panels are larger, adding character and modernity to the building.

(3) List of allowed non-predominant exterior building materials.

a. Decorative precast concrete block;

b. Metal panels and trim;

c. Glass;

d. Any other exterior material except those on the non-permitted list in subsection (e)(2) above.

The Applicant has identified aluminum metal coping as a secondary or non-predominant material for the exterior of both buildings within the Exterior Finish Legend for the hotel, and a metallic black finish for portions of the conference center canopy.

(f) Exterior building wall colors. To avoid vis ual monotony, all downtown buildings shall feature at least a three-color scheme on exterior walls, consisting of two predominant colors and at least one accent color. The term "exterior color" may either mean the natural color of allowed materials such as stone, or applied colors drawn from a palette of natural earth tones and vegetation tones such as those found in the county natural environment and illustrated in figure 16-582-3 at the end of this section. Such earth tones include shades of buff, reddish brown, cream, and ochre. Such vegetation tones include shades of olive, green, tan, and light brown and gray-brown. For the purposes of this section, "predominant exterior colors" shall mean two exterior building colors

whose total area when taken together constitute 60 percent or more of a building's total exterior wall surfaces open to public view excluding windows and doors. The requirement for a three-color scheme may be met through the use of two predominant exterior colors plus the use of an accent color. There are no limitations on the choice of accent colors but such colors should be carefully chosen to complement the predominant color scheme and character of the building's architectural design.

For the hotel building, the Applicant has chosen a series of greys along with an earth toned brown and cream white for accent colors, in keeping with Town Place Suites in other areas of the mountain west. The conference center building contains a three color scheme of "Manor Blue" (blue/grey), "Carriage Red" (red/brown) and "November Rain" (off-white) These colors are intended to tie in with the five-color earth-toned scheme of the hotel building.

(g) Roof forms, materials, and colors. A variety of building roof shapes is permitted and the mixture of both flat and sloped roofs on a single building is encouraged to promote visual interest and complex massing as described in subsection (h) below. A variety of building roof materials is permitted with the exception that sloped roofs visible to public view shall be sheathed with shingles, architectural metal panels, decorative clay tiles, or similar decorative materials. Rubber or asphalt roll roofing or tar and gravel roof systems shall not be used except on flat roofs behind parapet walls or on other roof areas not generally visible to public view. A variety of roof colors may be used except that strong primary colors and highly reflective colors and highly reflective metal surfaces are strongly discouraged.

The proposed hotel building roofline achieves visual intrigue with both flat and sloped roofs on a single building. The single-story conference center roofline contains a cantilevered slope to thematically tie together with the sloping butterfly elements on the hotel, with a bronze-colored metal panel system .

(h) Requirement for complex architectural massing. Architectural massing refers to the way a building is shaped. Building designs featuring a single geometric shape such as a simple rectangle shall not be allowed. The requirement for complex massing may be met by building designs featuring a variety of parapet heights, varying building wall setbacks or balconies, a variety of roof forms, and an irregular building footprint. Figure 16-582-4 illustrates examples of complex massing found in existing county buildings as well as examples of buildings that would not meet this requirement.

The Applicant notes that plain rectangle shapes have been avoided for the conference center. A cantilevered roofline extends beyond the southern entry point and exterior doorways contain canopies to break up rectangular monotony. The hotel building façade contains wall area pop-outs with room windows along with the entry canopy on the south side.

(i) Requirement for four-sided design. All sides of a building open to public view shall employ architectural features such as windows, a variety of colors, patterns, and complex massing to achieve visual interest especially at the pedestrian level. Flat, blank walls along public rights-of-way shall not be allowed. Figure 582-5 illustrates examples of existing building that would and would not meet this requirement.

The Applicant has indicated that both buildings feature openings and different combinations of colors. Staff notes that all four sides of both contain windows, doorways, pop-outs (walls of varying depths) with alternating earth-toned color schemes.

(j) Screening of roof-top mechanical equipment. Roof-top mechanical equipment 12 inches or more in diameter shall be screened by a parapet wall or other devices at least as high as the equipment

to be screened. Where such equipment presents a uniform rectangular profile against the sky, the sides of the equipment may function as the screen if such sides are painted to blend with the adjacent parts of the building. The requirement to screen roof-top mechanical equipment shall not apply to electronic communication equipment such as satellite dishes and antennae that rely on a clear line of sight to function, but wherever possible such communication devices should be placed in such a manner as to minimize their impact on public views from surrounding streets. Other provisions notwithstanding, this section requirements shall not be interpreted to mean that roof-top mechanical equipment will never be in view from the ground. Figure 16-582-6 shows existing situations that would and would not meet these screening requirements.

The Applicant is providing parapet walls on the hotel building tall enough to cover the mechanical equipment. Any other non-roof-mounted equipment will be screened accordingly. Staff adds that parapet architectural feature is necessary mechanical rooftop screening; however, code does not exempt it from the 45-foot height limit as discussed in the Waver criteria.

(k) Architectural styles. A variety of architectural styles and design themes are permitted, but to the maximum extent practicable, the design of new buildings in the downtown should reflect or interpret design themes of existing key downtown Los Alamos buildings as illustrated in figure 16-582-1.

Elevations Submitted: To comply with these standards, the proposed construction materials include fiber cement siding with primary color beige, secondary color light red; stucco with primary color light gray, stone veneer in a mix of earth tones; and a standing seam metal roof in a light gray color.

The Applicant has come up with building massing and a roofline element similar to that of the hotel building. The conference center contains a modern-looking cantilevered roofline and contains different colors on all sides. It is the applicant's intent to create a conference center look that addresses the local standards while being cohesive with the hotel building design to reflect a single development. Staff concurs that the styles incorporated do comply with all downtown architectural standards and that the Applicant will furnish a design that complements the overall look of the district.

Interdepartmental Review Committee (IDRC) REVIEW

Pre-application meetings took place online in March and April 2020 and IDRC meetings took place in March, May and October with a fourth IDRC conducted on December 17th specifically to provide a second review for staff to clarify the height waiver request. The IDRC had approved the Site Plan and Summary Plat applications on October 22, 2020 and unanimously approved to move them forward to the Planning and Zoning Commission with the conditions as noted on page 2 of this report.

VOTING MEMBERS IN ATTENDANCE	**October 22, 2020**	
Planning Division, Community Development	**Ryan Foster, Principal Planner**	√
Traffic Division, Public Works	**Juan Rael**	√
Engineering Division, Public Works	**Eric Martinez, P.E., County Engineer**	√
Fire Department, Fire Marshal	**Wendy Servey**	√
Department of Public Utilities	**James Alarid, Manager, DPU**	√
Environmental Services	**Anjelica Gurule, Environmental Svc. Mgr.**	√
Planning Division, Community Development	**Margaret Ambrosino**	√

VOTING MEMBERS IN ATTENDANCE (WAIVER) December 17, 2020

Building Division, Community Development	**Michael Arellano, Chief Building Official**	√
Engineering Division, Public Works	**Eric Martinez, P.E., County Engineer**	√
Fire Department, Fire Marshal	**Stephen Rinaldi**	√
Department of Public Utilities	**James Alarid, Manager, DPU**	√
Environmental Services	**Anjelica Gurule, Environmental Svc. Mgr.**	√
Planning Division, Community Development	**Margaret Ambrosino**	√

PUBLIC NOTICE

Notice of this public hearing has been given per the requirements of the Los Alamos County Code of Ordinances, Chapter 16, Development Code, Sec. 16-192 (a), including first class mailing to owners of real property within 100 yards (300') of the subject property as well as posting at the Los Alamos County Municipal Building on December 21, 2020, as shown in Exhibits 7 and 8. Publication in the County's official newspaper of record, the Los Alamos Daily Post, occurred on December 24, 2020.

SITE PLAN REVIEW CRITERIA

Section 16-152A of the Los Alamos County Development Code states that during the course of the review of any Site Plan, the Planning and Zoning Commission shall utilize the following criteria in making its determination of approval, conditional approval or denial:

(a) ***The site plan shall substantially conform to the comprehensive plan and shall not be materially detrimental to the health, safety and general welfare of the county.***

Applicant Response: The Site Plan conforms to the Development Code and is not materially detrimental to the general public welfare, including health and safety.

Staff Response: Staff finds that this criterion is conditionally met with the Applicant agreeing to conditions as of approval as previously noted. The Applicant has requested a waiver for an increase in building height to be reviewed in Waiver criteria, as well as shared parking as elaborated upon in site plan criterion (d). With reference to the 2016 Comprehensive Plan, the proposed hotel and conference center meets the following Economic Development Goals, Economic Vitality Policies and Strategies:

> *#1: Balance economic development support for growth and sustainability;*
> *#3: Enhance and maintain a vibrant downtown while keeping a small-town character and feel*
> *#4: Improve the appearance of commercial areas; and*
> *#5: Attract new tourism-related business.*

Section 5 of the PPA (Exhibit 11) fully details several economic development priorities including enriching hospitality offerings, economic diversification with a hotel, conference center, food and beverage space; expansion of the tax base by generating property, gross receipts and Lodger's Tax revenues, and will provide full-time jobs upon full buildout. This infill project will serve to not only beautify the downtown corridor but put underutilized parcels to work as an economic benefit to the

County while providing needed services to visitors, residents and other businesses. This Project also meets the County's objective of recruiting and retaining businesses that utilize Los Alamos' location for events and meetings and offering existing businesses the opportunity to provide catering services for events and meetings. Staff finds no aspects of this development will be materially detrimental to the downtown or to any of the immediate neighbors as long as development conditions of approval are adhered to. Though one County resident inquired by phone about the development and questioned building height, no opposition was expressed by this resident or by any community member to Planning Staff. The Applicant has acknowledged all conditions as contained in this report.

(b) ***Ingress, egress, traffic circulation and parking on the site shall be accomplished with safety for motorists, bicyclists and pedestrians. Provisions shall be made for the safe ingress, egress and circulation of vehicles, bicyclists and pedestrians.***

Applicant Response: The County Fire Marshal's Office has approved the two building's Fire Protection including access/egress and Site Circulation; and initial comments from the County Engineer have been positive. The 20th Street Right-of Ways are being maintained, and the cul-de-sac turn around reduction has also been accepted. Therefore, the provisions have been addressed. Motorcycle and bicycle spaces are being provided.

Staff Response: Staff finds this criterion conditionally met. While ingress/egress cul-de-sac have been approved early on, bicycle and motorcycle parking shall be clarified on the site plan and other technical corrections as required. The site plan provides for adequate circulation of pedestrians with adjacent ADA sidewalks on the 20th Street right-of way leading into the development. The plan provides for the required turning movements of emergency vehicles. Access for the utility sub-station is preserved with the current plan as approved by DPU in October. The county, in accordance with the PPA, is responsible for installation of the traffic signal at 20th Street & Trinity. FY 21 CIP funds were approved by Council for this purpose. Public Works/Engineering staff is managing the design, NMDOT permitting and construction of this project, but requires a development construction schedule from the applicant in order to schedule the design, permitting and installation of the traffic signal improvements.

OFF-STREET PARKING

During the LEDA process, concerns were raised that a convention center, while desired in the downtown in accordance with both planning and economic development goals, will pose parking challenges for the site and concurrent activities within this downtown core area. This concern was raised pre-COVID and will remain a concern as public gatherings shall increase once State restrictions are lifted.

The Applicant has opted to provide parking in excess of what the DT-NCO standards require. With this consideration, they provided a shared parking agreement with neighboring property owner LAPS at 2075 Trinity. As required by IDRC, they shall make necessary corrections to the shared parking revised Exhibit and possibly also the shared parking agreement, should the total number of spaces need to be adjusted down, as noted in the Conditions of Approval. Between both the Site Plan and the shared parking arrangement, the Applicant has noted on the site plan a total of 211 parking spaces provided: 120 for the conference center utilizing a 2.5 to 1 ratio for 300 occupants at the conference center, well in excess of what is required for the conference center use, and 86 parking spaces reflecting one space per hotel room. The total 211 parking spaces are inclusive of 11 ADA on site and 10 ADA spaces on the neighboring LAPS site as delineated, for sharing. The agreement stipulates that the hotel will obtain future evening meeting calendars from LAPS, and based on these meetings, make every reasonable effort to limit booking large conferences during LAPS's evening meetings in order to balance simultaneous parking demands for both uses.

Planning provides an analysis below based on DT-NCO Standards as stated in 16-579 t1, which is dictated by downtown uses. Lodging requires one space per room; a conference center requires one space per 500 square feet for a commercial use. Thus, the conference center only requires 13 spaces. The hotel use alone yields a total of 86 spaces required for the 86 rooms in the hotel, with a grand total of 99 spaces required for both buildings.

For the shared parking located on the adjacent LAPS property, the revised Exhibit 5 (red lined over aerial photo) for shared parking claims 56 spaces. As noted in Condition #7, Staff requires that the Applicant both check the total count of parking spaces claimed and measure them to demonstrate compliance with the 9' X 19' dimensions as stated in 16-369(a); and then revise the exhibit to delineate all shared parking spaces claimed on the site plan. Any spaces that do not comply with the size requirements shall be eliminated from the total count and the total count revised on the site plan as a technical correction.

Below is the parking requirements table from the Development Code. To follow is the staff summary analysis of the parking provided by the Applicant:

Parking Calculation: Off-street Parking Requirements for DT-NCO (16-579 t1)

Use	ONE PARKING SPACE IS REQUIRED PER THE SPECIFIED NUMBER OF SQUARE FEET OF NET USABLE FLOOR AREA, UNLESS OTHERWISE STATED	
	Any parking not in the rear, offsite, or in or under the building	All parking in rear, offsite or in or under the building
Lodging	1 space per bedroom	1 space per bedroom
Professional Office Uses	350 sf	450 sf
Residential uses	750 sf	950 sf
Commercial Uses and Personal Services	500 sf	625 sf
Home Occupation	350 sf	450 sf

Parking Analysis

Conference Center Building	6,500 net useable sq.ft. / 500	13
Hotel/Lodging	1 space per bedroom (86 room)	86
	Total Required Parking Spaces:	99
	Total Provided including on-site (Lots 4C, 5C):	155
	Total Provided with Shared Parking (53-59 additional at LAPS)	208-214

(c) ***The necessary provisions shall be made for controlling stormwater drainage on-site and off-site as required by the county engineer in accordance with the county's storm drainage construction standards or such other ordinances or storm water management plans as may exist.***

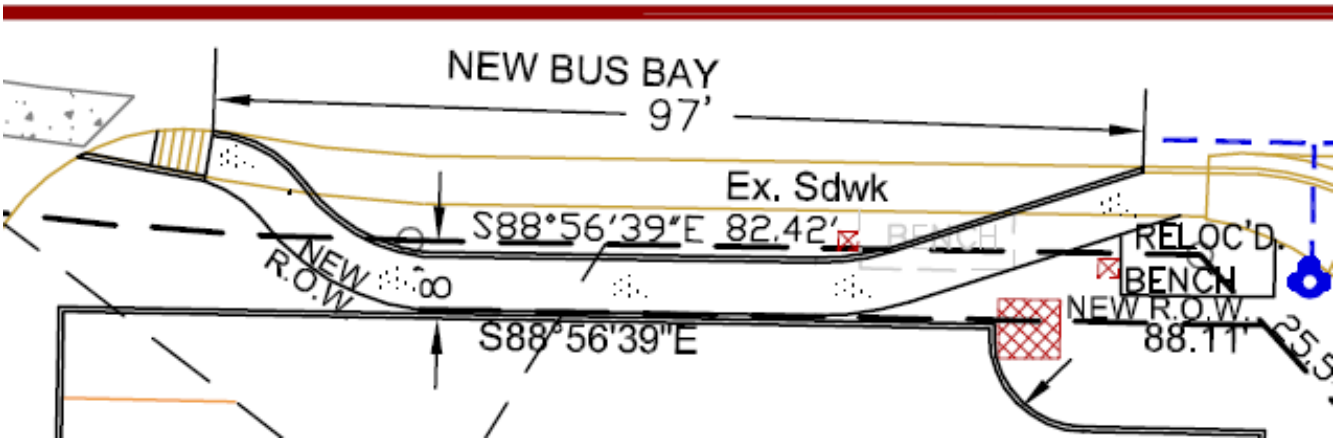
Applicant Response: Sufficient on-site detention is being provided, and such impoundment is indicated on the Site Plan. The Canyon (DOE lands adjacent on South) is also being protected from sediment and erosion with the use of Storm Water Quality pond volumes being retained below controlled outlet pipes.

Staff Response: All drainage configurations are shown on the site plan amendment (Exhibit 3: Grading and Drainage Plan revised 10-31-2020) and are subject to any technical corrections from the County Engineer. No further issues have been noted via Interdepartmental Review Committee (IDRC). The DOE requested to be notified beforehand should any changes be made to the drainage plan after their conditional approval email dated July 28, 2020 (Exhibit 9). As noted in Condition #9, The DOE/N3B has preliminarily approved the relocation of the retention ponds to no longer flow over SWMU 01-003(d), as conveyed in correspondence dated July 28, 2020. Should the Applicant make any changes to the design, DOE/N3B SHALL review and approve prior to permit.

(d) ***The necessary easements shall be provided for both existing and proposed utilities, on-site and off-site. No existing easement shall be terminated without provision of alternate service, and all new services shall be provided.***

Applicant Response: In accordance with the Community Development officials, all proposed utility vacations are being coordinated with the applicable public entity. New services will be provided per comments received from Public Utility Department (See James Alarid mark-up and comments).

Staff Response: This criterion is conditionally satisfied. As the subject property is still within County ownership, the County has signed the application but has directed the Marriott team to prepare the summary plat so that they could best coordinate site planning around the reconfiguration of utility easements, vacation of CenturyLink easements, and reconfiguration of a southern portion of the Trinity right-of-way to accommodate the bus bay to the north of what is currently Lot 5C, as shown below:



Pending approval of the Site Plan with building height waiver, the summary plat reflecting revised easements and adjustments for portions of the 20th Street right-of-way will be placed on the County Council Agenda for approval.

(e) ***The site plan shall include a conceptual landscape plan that will enhance the site and immediate vicinity and provide adequate screening and buffering, if appropriate, between properties. The final landscape plan shall conform to the requirements set forth in sections 16-574 and 16-575.***

Applicant Response: Danny of Mitchell and Associates has been retained and both Conceptual and Final landscape plans will conform to those sections and enhance the site considerably. The quantity of landscaping currently being provided exceeds the ordinance Please see Site Plan notes.

Staff Response: The Applicant has submitted a conceptual landscape plan and notes on the site plan that 25 percent shrubs and grasses are to be provided with street trees in accordance with LAC's approved list. The plan proposes well in excess of the 5 percent required portion of the site for landscaping and contains xeric and drought-tolerant plant mixes.

(f) ***Parking lots, outside storage areas, outside mechanical equipment and outdoor lighting shall be designed to serve the intended use of the development while minimizing adverse impacts adjacent properties or public right-of-way.***

Applicant Response: All ancillary structures / areas and lighting will minimize adverse impacts and protect the public safety and welfare.

Staff Response: Lighting plans shall be verified at building permit and shall conform to Sec. 16-276. Roof-mounted mechanical equipment is concealed by parapets and additional outdoor lighting shall be in accordance with Sec. 16-276. No outdoor storage or mechanical equipment is proposed.

(g) ***The capacity of those public services and facilities required to serve the proposed development (including but not limited to water, sanitary sewer, electricity, gas, storm sewer, streets, etc.) shall conform with, or if improvements are required, shall be made to conform with the requirements of the county's construction standards.***

Applicant Response: All public services, utilities and facilities will be designed and therefore constructed will conform to LAC construction standards.

Staff Response: The Applicant has revised utility drawings as requested by the DPU and in accordance with their IDRC Comments from October 22 and redline drawing from May 28. As of the writing of this report, Electrical Utility Division was checking the drawings for accuracy as reflected in Condition #4. This condition has been substantially met.

(h) ***Structures, site grading, and all other aspects of the development shall meet all applicable design standards or guidelines, as may be adopted and made a part of this code, and shall preserve, to the extent practical, outstanding topographical features and natural amenities on the site.***

Applicant Response: Upon review of our topography, including the preliminary Site Plan and Civil Composite Plans which have been electronically submitted, comply with these provisions. All aspects of this development will conserve and preserve the topographic features and natural amenities not only on-site but also off-site. See Los Alamos Canyon adjacent on the southern boundary.

Staff Response: The Department of Public Works has reviewed all submittals and revisions and will provide technical corrections to the Grading & Drainage plans at building permit. The DOE has reviewed and approved the drainage plan to prevent stormwater flows into the LA Canyon. Emails and Staff Memoranda are located in Exhibit 9.

(i) ***Provisions shall be made to serve the development with tot lots and/or neighborhood parks in accordance with the adopted comprehensive plan. A fee may be paid as approved by county council to accomplish the purpose of the comprehensive plan in lieu of the development of tot lots or neighborhood parks.***

Applicant Response: Existing Ashley Park on the north side of Trinity will provide an amenity to this development, including being a part of the shared parking for this development. An agreement has been signed.

Staff Response: This criterion applies to residential development. Outdoor greenspace and patio areas are provided as is typical for commercial development as shown in both site plan and landscape plan pages. An extension of the Canyon Rim Trail was built previously with the 20th Street

improvements and will remain, and along with the future traffic signal installation, will facilitate access to Ashley Park and the future Urban Trail, currently in development by Public Works.

Under the provisions within Section 16-53 (c)(1)(b), the Planning and Zoning Commission shall have the following power and duties:

(c) Final action.

1. *The planning and zoning commission shall hold a public hearing in accordance with the requirements of article XI and shall have the authority to approve, conditionally approve or disapprove the following applications:*

    b. *Application for approval of a site plan with waiver where the waiver is part of a site plan application and a separate waiver application has not been filed for a hearing with the board of adjustment. The planning and zoning commission may take a single vote to approve the site plan and either approve or deny the waiver. If the planning and zoning commission votes to deny the site plan the waiver shall also be denied. Such powers shall not include the consideration of waiver to design and construction standards promulgated or administered by the public works department as described in section 16-572 nor in association with a special plan (SP) district application.*

WAIVER REQUIREMENTS

The Los Alamos County Code of Ordinances, Chapter 16, Development Code, Sec. 16-157 establishes four (4) criteria upon which to base a decision to approve, approve with conditions and limitations, or deny a waiver request. The decision shall depend upon the extent to which the request meets or fails to meet these criteria:

(a) ***Granting of the waiver will not cause an intrusion into any utility or other easement unless approved by the owner of the easement.***

Applicant Response: Granting of the waiver will not cause any intrusion into any utility or easements since we are going vertical and not encroaching horizontally into any such areas.

Staff Response: The Applicant is requesting between 4 feet 9 inches and 60 feet 3 inches additional height. The vertical increase will have no practical effect on any utility realignments or other easements for the reasons stated by the Applicant.

(b) ***The waiver request is caused by a practical difficulty or hardship inherent in the lot or lot improvements and the difficulty or hardship has not been self-imposed.***

Applicant Response: The waiver request is due to the floor heights being dictated by the mechanical and electrical requirements and the minimum ceiling heights dictated by Marriott. There are also the "butterfly roof" elements, which add almost one floor story height to the overall building, which are brand hallmarks for this franchise.

Staff Response: As noted in the Planning Division Policy and Procedure Statement for how to measure height (Exhibit 10), what is under review is the vertical distance between the structure's highest point at the top and the natural grade or finish cut grade directly below that point. This policy is interpreted to

include parapets across the highest portions of the roofline on a structure as part of the highest point of the structure; and may also include certain decorative elements vertically exceeding the structure's highest point. What the Applicant has noted is a specific butterfly roof element that drives portions of the elevation up to the highest point noted in the elevations at 60 feet three (3) inches. The Applicant has submitted building elevations as shown in the presentation with a red line delineating the maximum height limit of 45 feet for the DT-NCO district, shown across portions of the roofline parapet. As an infill site, in order to accommodate all required development standards such as stormwater retention, drainage and parking, these uses take up horizontal space. To make this site work for these commercial uses, the vertical rise of four stories required this waiver to the building's height. For this reason, both decorative elements and horizontal/linear parapets as contained in these elevations both serve the function of screening roof-mounted equipment. Though the "butterfly elements" that extend up to 60 feet 3 inches do not house any mechanical equipment, their placement serves to help screen air intake units mounted on the rooftop. Furthermore, the assemblage of lots necessary to realize this development still contain some easements that must be retained, further driving up the necessary height the hotel building requires for the number of rooms stipulated in the agreement; these were the lots that were offered for the competitive LEDA process as administered by the County and thus is not considered a self-imposed constraint. This design represents the Applicant's demonstration of feasibility and creativity in working around these constraints.

(c) ***Granting of the waiver will not create a health or safety hazard or violate building code requirements.***

Applicant Response: The proposed building height will not create a health or safety hazard. It is also within the allowed building height per code for a fire-sprinklered building, 4 stories, for a type 5A construction.

Staff Response: As required with all new developments, the site buildings shall be fully compliant with International Fire Code and International Building Code. No apparent health or safety hazards will be created by increasing the building height as found by the IDRC, nor were comments received from the general public other than the concerns about possible impacted aesthetics and views. It is for this reason that in support of the height waiver, the Applicant has furnished perspective drawings as well as elevations which exceeds site plan and waiver checklist requirements, with the intent to show each building from each side in relation to its actual surrounding environment to demonstrate the expectation of how the overall environment should look upon full buildout. The Applicant also provides a perspective view of the hotel as contained in the first graphic of Exhibit 6 that red line delineates on the elevation the maximum height point of 45 vertical feet. As shown, much of the horizontal parapet roofline rises beyond this line four (4) feet nine (9) inches, along with the additional butterfly elements reaching the highest points. Staff thus finds no safety hazards.

(d) ***Granting of the waiver will not create any significant negative physical impacts on property within 100 yards of the subject property such as reduced sight lines, loss of privacy, decreased security, increased noise, objectionable odors, intrusion of artificial light, the casting of unwanted shadows, or similar negative impacts.***

Applicant Response: Granting of the Waiver should not cause any negative impacts on properties within 100 yards, as the property is sitting adjacent to the canyon and there are no residential neighborhoods nearby to cause loss of privacy or decreased security. The height wouldn't have any impact on noise or odors or any similar negative impacts.

Staff Response: Granting of the waiver will not create negative physical impacts with regard to adjacent residences; there are none as correctly indicated by the Applicant. Staff has received no comments from surrounding commercial property owners within 100 yards regarding height impacts or other nuisances. Chapter 16 provides requirements for mitigation of all nuisances described above. Furthermore, the Applicant has furnished color renderings and conceptual elevations capturing north, south, east and west views of what the viewscape will realistically look like with the proposed hotel and conference center (Exhibit 6). The Applicant understands that, pending approval of this Waiver, as standard practice, construction drawings submitted will be verified for IBC and IFC compliance by the Chief Building Official and the Fire Marshal respectively. Any lighting cast by the four-story building with additional height for the architectural elements will be regulated by Section 16-276 for the prevention of light trespass; and shall also demonstrate compliance with New Mexico Dark Skies.

STAFF RECOMMENDATION

Staff has applied the review criteria for both Site Plan and Waiver and recommends ***approval*** of the Site Plan for a four-story Marriott Town Place Suites hotel along with a 6,740-gross square-foot conference center, located at 1925 Trinity Drive along the terminus of the 20th Street extension in Los Alamos, and located within the DT-NCO, Downtown-Neighborhood Center Overlay District. The conference center building is proposing a maximum 30-foot height. This request includes waiver Case # WVR-2020-0089; allowing additional height to the hotel building in excess of the maximum height of 45 feet as specified in the DT-NCO design standards.

FINDINGS OF FACT

- In partial satisfaction of the PPA, the applicant is constructing a hotel and conference center as required within the specified timeframe. Applicant understands that the construction of a café will also be required later and within the timeframe stipulated by the PPA.

- The Site Plan application is a request to construct a hotel and conference center, located at 1925 Trinity Drive in Los Alamos. The property is zoned Downtown-Neighborhood Center Overlay (DT-NCO).

- In a post-IDRC meeting with the Applicant, Conditions of Approval have been reviewed and agreed upon by the Applicant.

- In accordance with Section 16-53(c)(1)(a) and (b), the Planning Commission has final action authority for approval of a site plan amendment, or site plan with waiver where the waiver is part of a site plan application.

- The Applicant has furnished concept elevations demonstrating that the architectural design standards of Section 16-582 have been met.

- The Site Plan application includes a Waiver application to increase the maximum building height per Section 16-578-t1 of the Los Alamos County Development Code.

- The proposed construction under the scope of this site plan is confined to Lot 1C-1 as defined in the proposed Summary Plat (SUM-2020-0040)

- The Summary Plat associated with this application shall be subject to approval in accordance with the decision-making authority as cited in Section 16-154 of the Los Alamos County Development Code. Due to Public Utility Easements (PUEs) located on the site as well as re-configurations to the 20th Street ROW, this Plat is subject to the approval of the Los Alamos County Council. Permits for construction shall be issued after the Summary Plat is finalized and recorded with the County Clerk and ownership has transferred from Los Alamos County and TNJLA LLC.

- The Planning & Zoning Commission heard and received evidence from the Applicant, the opposing parties and Staff, and after due consideration, finds that the Applicant meets Site Plan review criteria as contained in Section 16-152A.

- The Planning & Zoning Commission heard and received evidence from the Applicant, the opposing parties and Staff, and after due consideration, finds that the Applicant meets Waiver review criteria as contained in Section 16-157.

- In Accordance with Section 16-53(c)(1)(b), the Planning & Zoning Commission has the authority to approve Site Plan with Waiver Application where the waiver is part of a site plan application and a separate waiver has not been filed for a hearing with the Board of Adjustment. Where a Site Plan is denied by the Planning & Zoning Commission, its accompanying Waiver is also denied.

- Notice of this public hearing, setting forth the nature of the request, the specific parcel of property affected, and the date, time and place of the public hearing, was announced and published in the Legal section of The Los Alamos Daily Post, the official newspaper of record; and property owners of real property located within 100 yards of the subject property were notified of this public hearing by U.S. mail, all in accordance with the requirements of §16-192 of the Los Alamos County Development Code.

APPENDIX

Exhibit 1:	Vicinity Map
Exhibit 2:	Application Submittals – Site Plan, Waiver and Summary Plat
Exhibit 3:	Site Plan Submittal (10-27-2020)
	Landscape Plan (11-5-2020)
	Site Utility Plan (10-31-2020)
	Grading & Drainage (10-31-2020)
Exhibit 4:	Proposed Summary Plat: Lot Consolidation & Easement Vacations
Exhibit 5:	Shared Parking Agreement with Exhibits
Exhibit 6:	Conceptual Elevations
Exhibit 7:	Notification Map– 100 yards (300') from site location
Exhibit 8:	Property Owner List
Exhibit 9:	IDRC Summary / Staff Comments
Exhibit 10:	Height memo
Exhibit 11:	Ordinance 695 and PPA

Exhibit 1: Vicinity Map

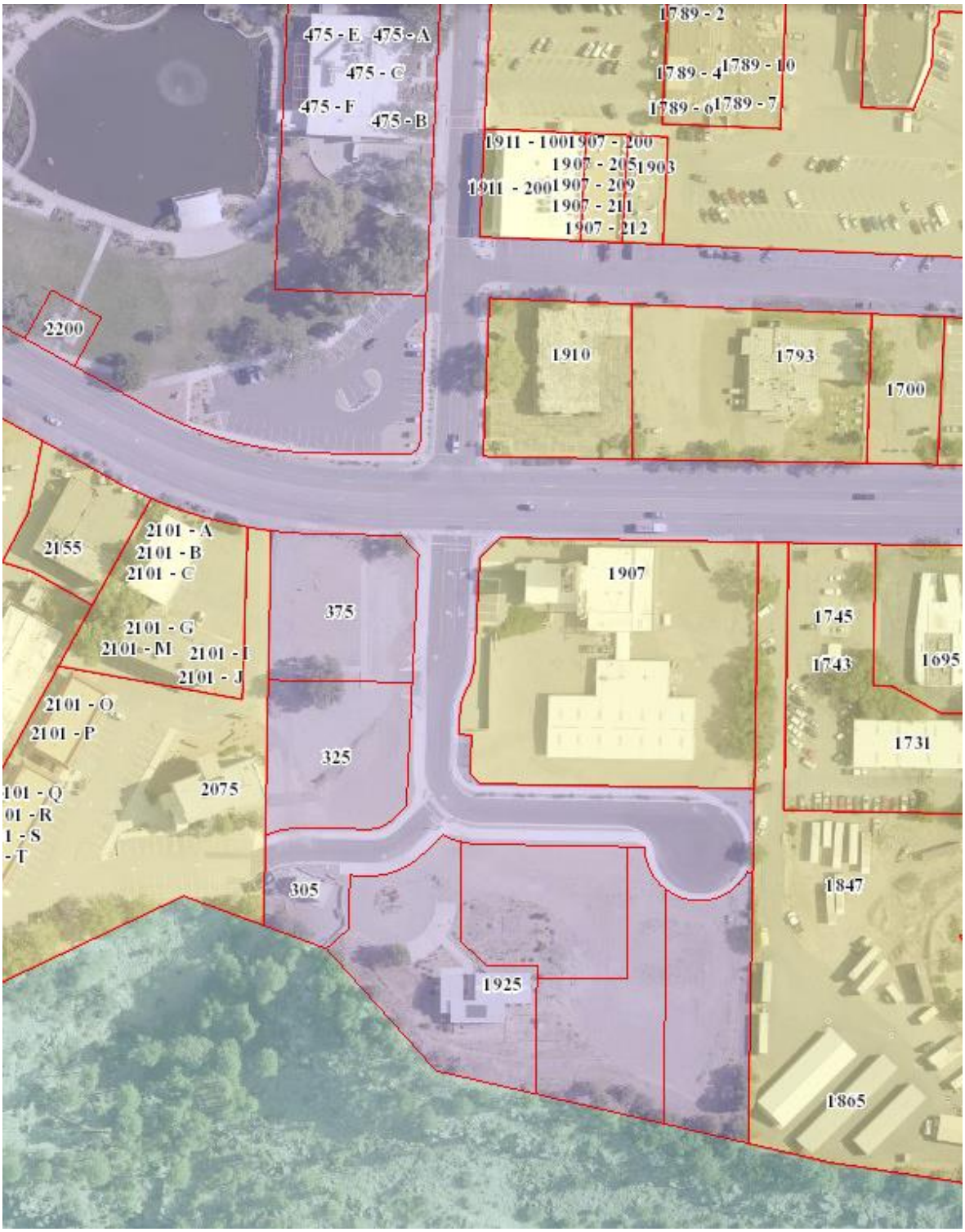


Exhibit 2: Applications

LOS ALAMOS
Community Development

SITE PLAN APPLICATION

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

Address and Use of Property to which the application applies:

TRINITY DRIVE, LOS ALAMOS, NEW MEXICO 87544

Current Use: ☑ **Vacant** **Other:** Cleared / redevelopment site

Zoning District: DT-NCO **Acreage:** 2.07 AC. **Lot Coverage:** _____ **Related Applications (if any):**
HOTEL/CONFERENCE CTR + 0.94 AC. PARKING LOT (LOTS 4C & 5C)

APPLICANT (*Unless otherwise specified, all communication regarding this application shall be to Applicant*):

Name: TUSHAR PATEL Phone: 505-275-8223, X105 Cell #: 505-362-1702
Please Print

Company Name: TNJLA, LLC

Address: 4520 LOWER TERRACE Cir. NE, ALBUQ., NM 87111 Email: TUSHAR@TNJGROUP.COM

Tushar Patel. 5/4/2020
SIGNATURE **DATE**

PROPERTY OWNER (PENDING) ☒ **Check here if same as above**

Name: ~~Same as Above~~ LAC Phone: 505-662-8116 Cell #: _____
Please Print

Address: 1000 CENTRAL AVE, LOS ALAMOS Email: margaretambrosino@lacnm.us
Owner's Address

My signature below indicates that I authorize the Applicant to make this Amendment application on my behalf.

Harry Burgess 6/8/20
SIGNATURE **DATE**

Pre-Application Meeting Date(s): **IDRC Date:**

MARCH 16, 2020, And APRIL 9th ..... by TELECONFERENCE 5-14 & 5-28-2020

THIS SECTION TO BE COMPLETED BY THE COMMUNITY DEVELOPMENT DEPARTMENT

Date of Submittal: 5-4-2020 ***Staff Initial:*** MA

CDD Application Number: SIT-2020-0045 ***Fees Paid:*** _____

SITE PLAN REVIEW CRITERIA

The Los Alamos County Code of Ordinances, Chapter 16, Development Code, Sec. 16-152A establishes the following criteria for recommendation by IDRC, or for determination by the CDD Director or P&Z, of approval, conditional approval or denial of the application. Please review each of the criteria listed and provide short comments on how your application meets the criteria in the space provided. (Attach additional sheets if needed.)

(a) The site plan shall substantially conform to the comprehensive plan and shall not be materially detrimental to the health, safety and general welfare of the county.

The Site Plan conforms to the Development Code and is not materially detrimental to the general public welfare, including health and safety.

(b) Ingress, egress, traffic circulation and parking on the site shall be accomplished with safety for motorists, bicyclists and pedestrians. Provisions shall be made for the safe ingress, egress and circulation of vehicles, bicyclists and pedestrians.

The County Fire Marshal's Office has approved the two building's Fire Protection including access/egress and Site Circulation; and initial comments from the County Engineer have been positive. The 20th Street Right-of-Ways are being maintained, and the cul-de-sac turn around reduction has also been accepted. Therefore, the provisions have been addressed. Motorcycle and bicycle spaces are being provided.

(c) The necessary provisions shall be made for controlling stormwater drainage on-site and off-site as required by the county engineer in accordance with the county's storm drainage construction standards or such other ordinances or storm water management plans as may exist.

Sufficient on-site Detention is being provided, and such impoundment is indicated on the Site Plan. The Canyon (DOE lands adjacent on South) is also being protected from sediment and erosion with the use of Storm Water Quality pond volumes being retained below controlled below outlet pipes.

(d) The necessary easements shall be provided for both existing and proposed utilities, on-site and off-site. No existing easement shall be terminated without provision of alternate service, and all new services shall be provided.

In accordance with the Community Development officials, all proposed utility vacations are being coordinated with the applicable public entity. New services will be provided per comments received from Utility Dept including Public Utility Dept. (See James Alarid mark-up and comments).

Revised: 1/26/16

(e) ***The site plan shall include a conceptual landscape plan that will enhance the site and immediate vicinity and provide adequate screening and buffering, if appropriate, between properties. The final landscape plan shall conform to the requirements set forth in sections 16-574 and 16-575.***

Danny of Mitchell and Associates has been retained, and both Conceptual and Final landscape plans will conform to those sections, and enhance the site considerably. The quantity of landscaping currently being provided exceeds the ordinance. Please see Site Plan notes.

(f) ***Parking lots, outside storage areas, outside mechanical equipment and outdoor lighting shall be designed to serve the intended use of the development while minimizing adverse impacts on adjacent properties or public rights-of-way.***

All ancillary structures / areas and lighting will minimize adverse impacts, and protect the publics safety and welfare.

(g) ***The capacity of those public services and facilities required to serve the proposed development (including but not limited to water, sanitary sewer, electricity, gas, storm sewer, streets, etc.) shall conform with, or if improvements are required, shall be made to conform with the requirements of the county's construction standards.***

All public services, utilities and facilities will be designed, and therefore constructed will conform to LAC construction standards.

(h) ***Structures, site grading, and all other aspects of the development shall meet all applicable design standards or guidelines, as may be adopted and made a part of this code, and shall preserve, to the extent practical, outstanding topographical features and natural amenities on the site.***

Upon review of our topography, including the preliminary Site Plan and Civil Composite Plan, which have been electronically submitted, comply with these provisions. All aspects of this development will conserve and preserve the topographic features and natural amenities not only On-site, but also Off-site. See Los Alamos Canyon adjacent on the southern boundary.

(l) *Provisions shall be made to serve the development with tot lots and/or neighborhood parks in accordance with the adopted comprehensive plan. A fee may be paid as approved by county council to accomplish the purpose of a comprehensive plan in lieu of the development of tot lots or neighborhood parks.*
Existing Ashley Park on the north side of Trinity will provide an amenity to this development, including being a part of the shared parking for this development. An agreement has been signed.

SUBMITTALS:

Provide all information necessary for a complete review of the Site Plan request. Check each of the boxes to indicate which information you have provided. Provide two hard copies of all plans and also provide one complete copy of all materials on disk:

- ☐ **Agent Authorization, if applicable.**
- ☐ **Proof of property ownership (Warranty deed, recorded Plat, etc.).**
- ☑ **Scaleable copies of Site Plan drawings including:**
  - ☑ **Footprint and square footage of all buildings and structures on the site.**
  - ☑ **Building/structure elevations.**
  - ☑ **Existing and proposed lot coverage.**
  - ☑ **All existing and proposed easements.**
  - ☑ **All existing and proposed setbacks.**
  - ☑ **Existing and proposed trails.**
- ☑ **Preliminary Landscape Plan.**
- ☑ **Preliminary Grading and Drainage Plan.**
- ☑ **Preliminary Utilities Plan.**

Note: Final construction plan set will be required at Building Permit.
Additionally, per Sec. 16-571, at or before the first IDRC meeting, the County Engineer may require the following Impact Studies:

- ☐ **Traffic impact analysis (TIA).**
- ☑ **Stormwater drainage report.**
- ☑ **Utility capacity analysis.**
- ☑ **Soils report.**
- ☐ **Other. Describe:** _____

You are advised to meet with the County Engineer early in the planning process to determine which studies will be required. The County Engineer, FMO office, including County Surveyor have been contacted through-out prelim design. All have been extremely helpful.

Please provide any other information that you believe is relevant to or supports this application.

Elevations of the proposed Marriot brand hotel have been electronically submitted. The structure will be 4-stories and 60' in height.

LOS ALAMOS
Community Development

WAIVER APPLICATION

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

Note: The Board of Adjustment considers Applications for Waivers at a public hearing. Waiver means an adjustment of dimensional requirements, parking regulations, or design standards contained in the Land Development Code. Waivers shall not apply to regulations controlling density or land use.

Describe the Waiver request:

Requesting waiver for building height. Allowable height is 45 feet, whereas the highest point on the building including the roof element is 60'-3".

Address of Property to which the Waiver Request applies:

TRINITY DRIVE, LOS ALAMOS, NM 87544

Zoning District: DT-NCO **Acreage:** 2.07 **Lot Coverage:** _____ **Related Applications (if any):** HOTEL/CONFERENCE CTR + 0.94 AC. PARKING LOT (LOTS 4C &

APPLICANT (Unless otherwise specified, all communication regarding this application shall be to Applicant):

Name: TNJLA LLC (Please Print) Phone: 505 275 8223 x 105 Cell #: 505 362 1702

Address: 4520 LOWER TERRACE CIR. NE, ABQ, NM 87111 Email: Tushar@tnjgroup.com

SIGNATURE DATE 5/05/2020

PROPERTY OWNER (If different from Applicant) [x] **Check here if same as above**

Name: LOS ALAMOS COUNTY (Please Print) Phone: 505-662-8116 Cell #: _____

Address: 1000 CENTRAL AVENUE, LOS ALAMOS, NM 87544 (Owner's Address) Email: _____

My signature below indicates that I authorize the Applicant to make this Waiver application on my behalf.

Harry Burgess 6/8/20

SIGNATURE DATE

THIS SECTION TO BE COMPLETED BY THE COMMUNITY DEVELOPMENT DEPARTMENT

For County Use:

Date of Submittal: MAY 5, 2020 ***Staff Initial:*** MA

CDD Application Number: WVR-2020-0089 SIT-2020-0045 ***Fees Paid:*** $500 WAIVED - IN CONJUNCTION W/ SITE PLAN

Revised: 12/30/15

WAIVER REVIEW CRITERIA:

The Los Alamos County Code of Ordinances, Chapter 16, Development Code, Sec. 16-157 establishes four (4) criteria upon which the Board of Adjustment shall base its decision to approve, approve with conditions and limitations, or deny the waiver request. The Board's decision shall depend upon the extent to which the request meets or fails to meet these criteria. Please review each of the criteria listed and provide short comments on how your application meets the criteria in the space provided. (Attach additional sheets if needed.)

(a) Granting of the waiver will not cause an intrusion into any utility or other easement unless approved by the owner of the easement; and

Granting of the waiver will not cause any intrusion into any utility or easements since we are going vertical and not encroaching horizontally into any such areas.

(b) The waiver request is caused by a practical difficulty or hardship inherent in the lot or lot improvements and the difficulty or hardship has not been self-imposed; and

The waiver request is due to the floor heights being dictated by the mechanical and electrical requirements and the minimum ceiling heights dictated by Marriott. There are also the "butterfly roof" elements, which add almost one floor story height to the overall building. But these are brand hallmarks for this franchise.

(c) Granting of the waiver will not create a health or safety hazard or violate building code requirements; and

The proposed building height will not create a health or safety hazard. It is also within the allowed building height per code for a fire sprinklered building, 4 stories, for a type 5A construction.

(d) Granting of the waiver will not create any significant negative physical impacts on property within 100 yards of the subject property such as reduced sight lines, loss of privacy, decreased security, increased noise, objectionable odors, intrusion of artificial light, the casting of unwanted shadows, or similar negative impacts.

Granting of the waiver should not cause any negative impacts on properties within 100 yards, as the property is sitting adjacent to the canyon and there are no residential neighborhoods nearby to cause loss of privacy or decreased security. The height wouldn't have any impact on noise or odors or any similar negative impacts.

SUBMITTALS:

Provide all information necessary for a complete review of the Waiver request. Check each of the boxes to indicate which information you have provided, and, if possible, also provide one complete copy of all materials on disk:

- ☒ **Proof of property ownership.**
- ☐ **A scaleable drawing including all information pertinent to the waiver request:**
  - ☐ **Existing and proposed lot coverage.**
  - ☒ **Show and label the footprint of all existing buildings and structures on the site.**
  - ☒ **Show, dimension and label all existing and proposed easements.**
  - ☐ **Show, dimension and label all existing and proposed setbacks.**
  - ☒ **Show, dimension and label building/structure elevations.**
- ☐ **Other. Describe:** _____

LOS ALAMOS
Community Development

SUMMARY PLAT APPLICATION

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

Note: A Summary Plat is for the purpose of a lot split into no more than two lots in any zoning district; or for adjustment of a lot line; consolidation of no more than two lots; or a technical surveying correction.

Check all that apply:

☐ **Lot Split** ☐ **Lot Line Adjustment** X **Lot Consolidation** ☐ **Re-Plat**

PROPERTY OWNER *[Applications for Summary Plat may only be made by the Owner of the Property]*:

Name: Los Alamos County Phone: 505-662-8116 Cell #: _____
Please Print

Address: 10000 Central Avenue, Los Alamos, NM, 87544 Email: margaret.ambrosino@lacnm.us
Owner's Mailing Address

Harry Burgess 6/8/20
SIGNATURE **DATE**

Property to be Split or Consolidated: Lots 1C, 2C, 3C and 6C in the Remaining Portion of Tr NN, Eastern Area No. 3, Within Los Alamos County, NM. Easements also to be vacated.
Address

Zoning District: DT-NCO **Acreage:** 2.07

Lot Coverage for each lot: Approx. 24% for all lots to be consolidated *[Note: Only if subject parcels are developed]*

Related Applications: SIT-2020-0045, WVR-2020-0089

SUMMARY PLAT REVIEW CRITERIA:

The Los Alamos County Code of Ordinances, Chapter 16, Development Code, Sec. 16-154 establishes four (4) criteria to be considered when reviewing an application for Summary Plat approval. Please review each of the criteria listed and provide short comments on how your application meets the criteria in the space provided.

(a) The development of the property shall substantially conform to the comprehensive plan and shall not be materially detrimental to the health, safety and general welfare of the county.

The property is zoned accordingly and appropriately for the intended use, Hotel and Conference Ctr. All LAC codes, and ordinances will be complied with, and the public's safety, health and general welfare will not be adversely affected.

(b) For Lot Splits, both lots shall front on an existing, dedicated and improved street.

Not applicable

(c) Both lots and uses must meet the minimum site development parking requirements of the applicable district, as set forth in Article IX.

All parking requirements are exceeded.

(d) Necessary easements shall be provided for existing and proposed utilities in a manner acceptable to the county engineer and the utilities manager.

All easements existing, including vacations have been discussed/presented to the County Engineer and Utilities Department are acceptable.

REQUIRED SUBMITTALS:

Check each of the boxes to indicate that you have attached each of the following, and, if possible, one complete copy of all materials on disk:

- [X] **Provide a TITLE for the Plat (Lot Split, Lot Consolidation, etc.) or Provide a Purpose Statement on the Plat.**
- [X] **Proof of property ownership.**
- [X] **A scaleable proposed Plat with Metes and Bounds prepared by a Licensed Surveyor including all the following information:**
  - [X] **Label "Old Lot Line," "New Lot Line," "Adjusted Lot Line," or "Lot Line to be Removed" as appropriate.**
  - [X] **Show and label the footprint of all existing buildings and structures on the site.**
  - [X] **Show, dimension and label all existing and proposed easements.**
  - [X] **Show, dimension and label all existing and proposed setbacks.**
  - [X] **Proof of payment of taxes. See below.**

Per N.M.S.A. 1978, § 7-38-44.1 (B), A taxpayer shall pay the taxes, penalties, interest and fees due on real property divided or combined through the taxable year in which the property is divided or combined prior to filing a plat.

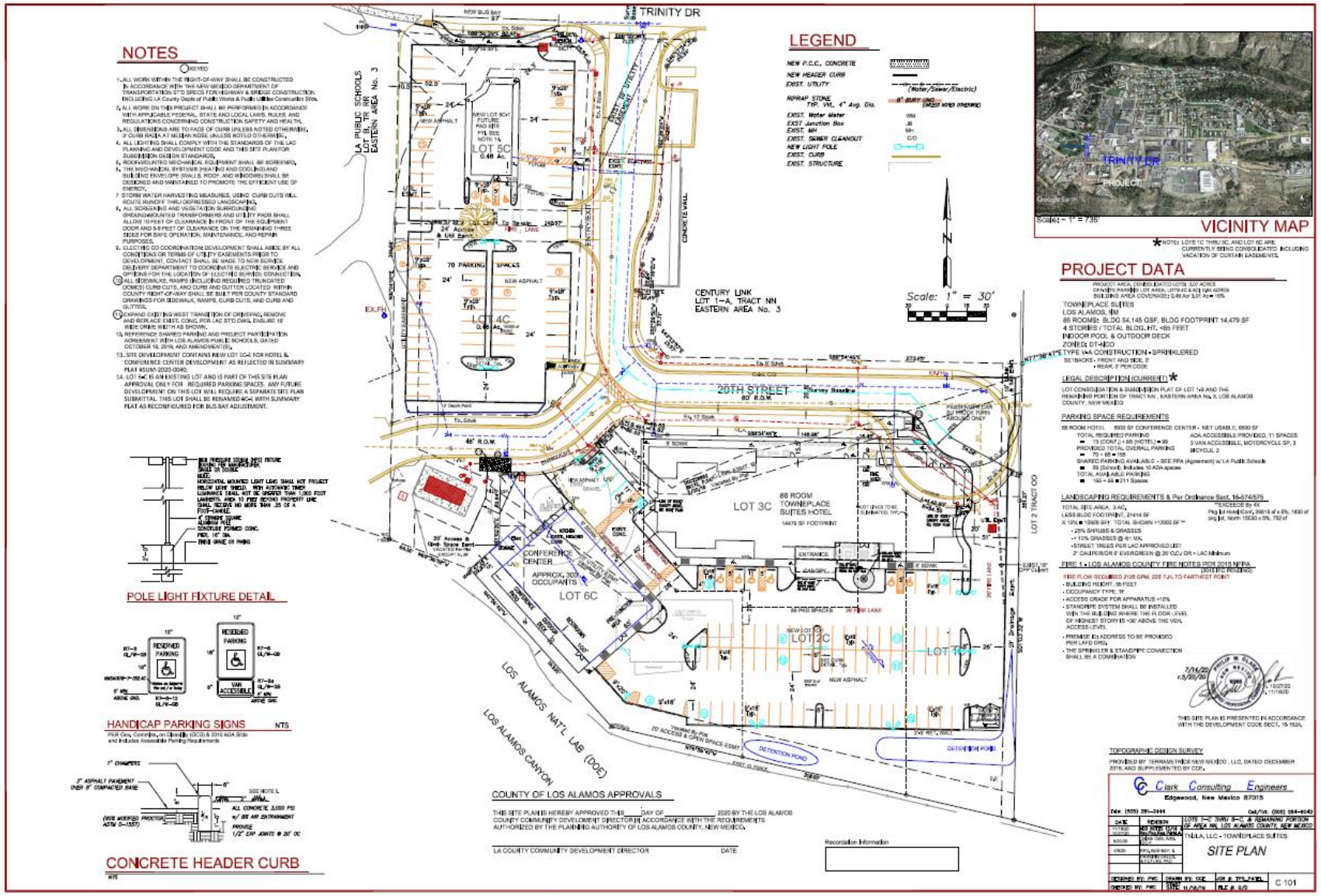
CDD Staff shall record all lot split and consolidation plats upon proof of payment of taxes.

THIS SECTION TO BE COMPLETED BY THE COMMUNITY DEVELOPMENT DEPARTMENT

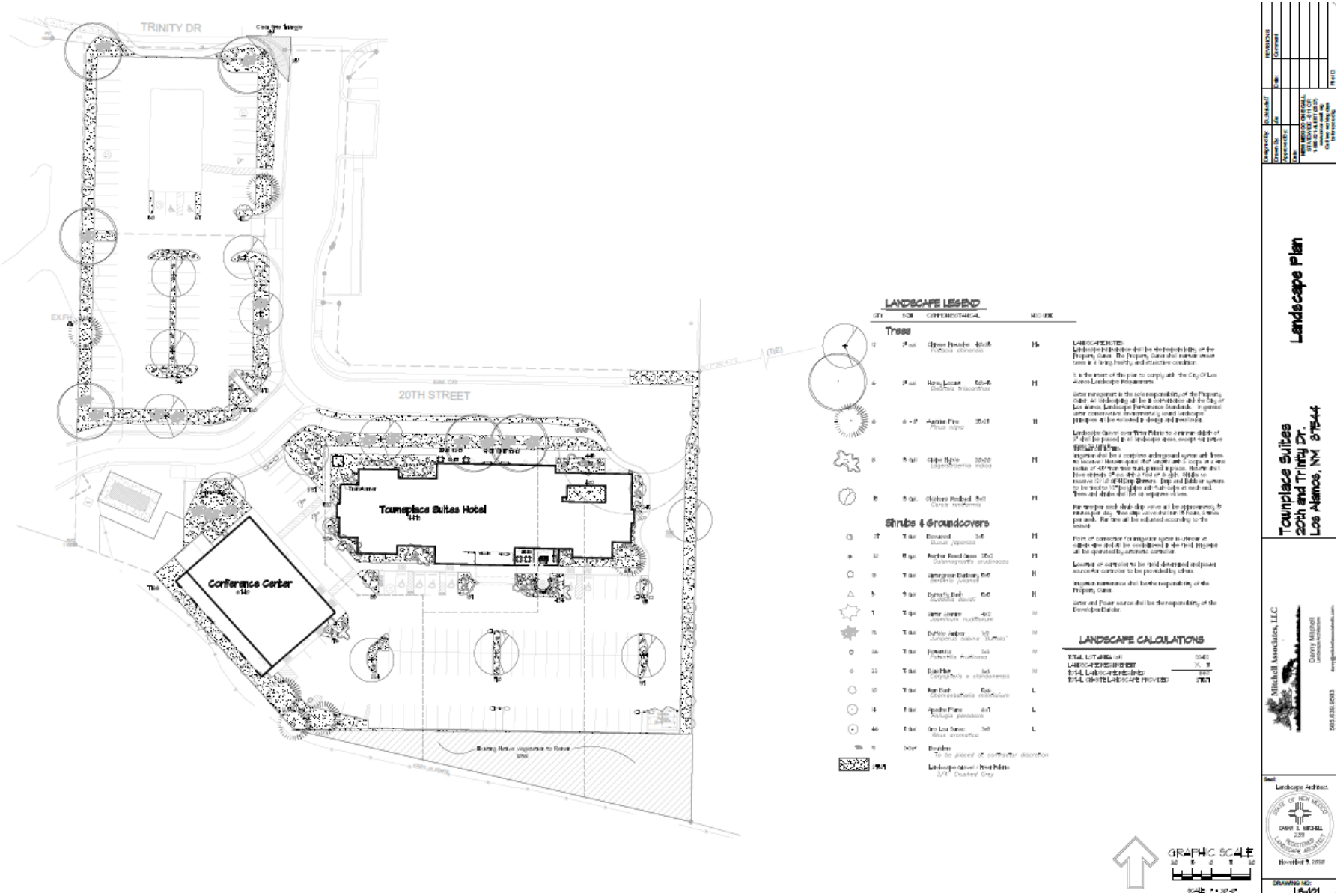
For County Use:

Date of Issue: 5-5-2020 ***Staff Initial:*** MA

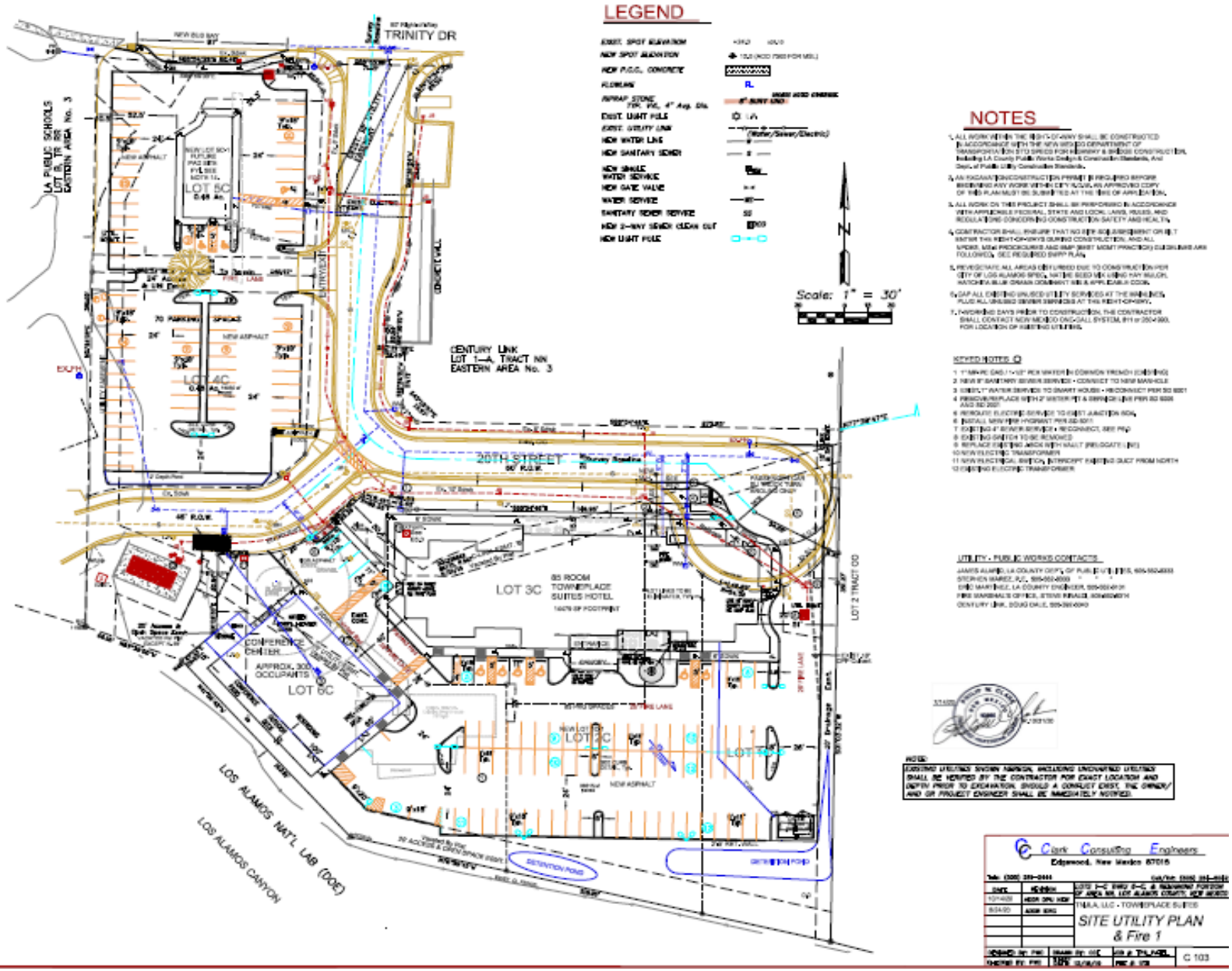
Exhibit 3 – Site Plan Submittal Package (Revised 11-18-2020)



Landscape Plan (revised 11-5-2020)



Site Utility Plan (revised 10-31-2020)



Grading & Drainage (revised 10-31-2020)

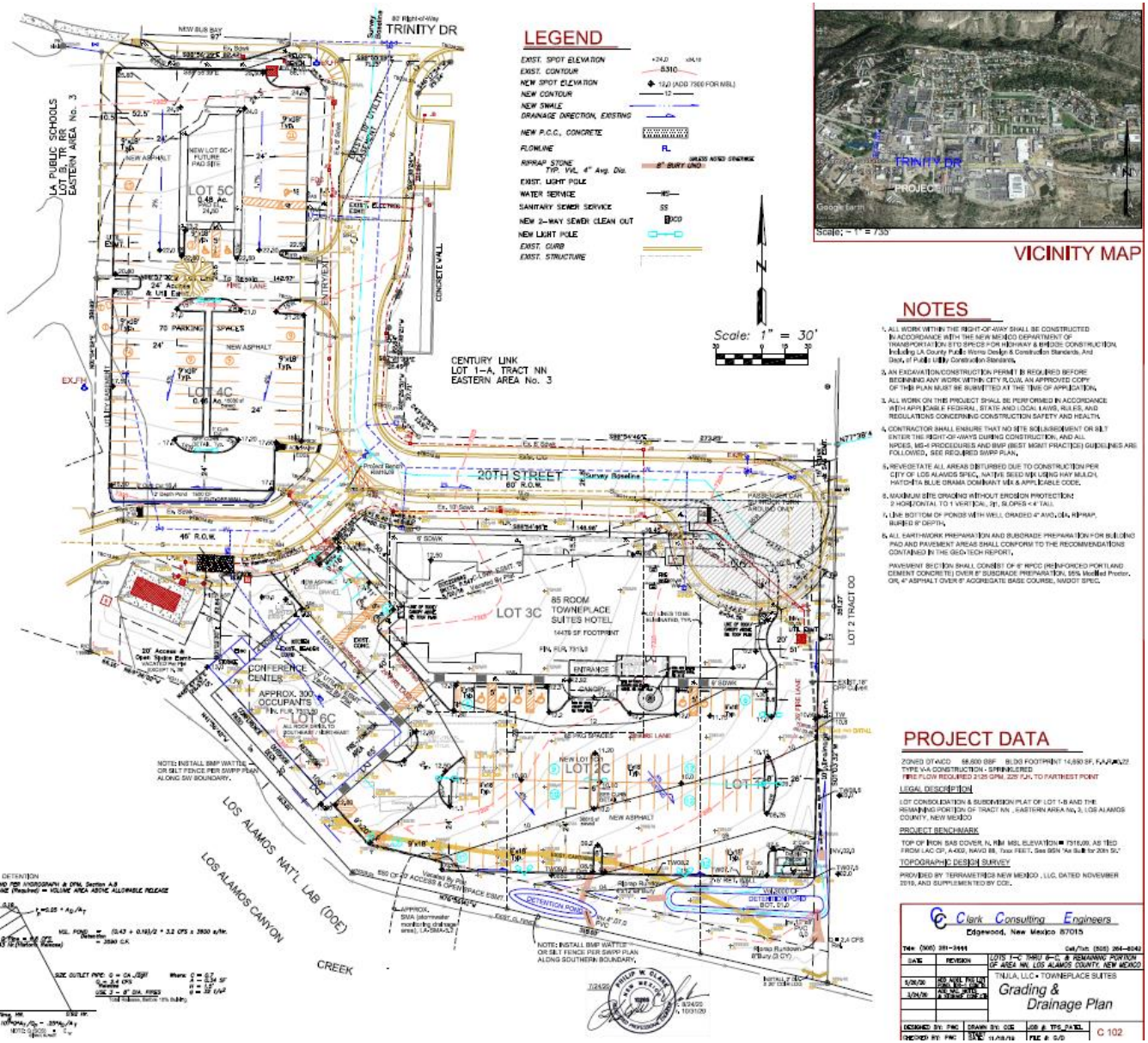


Exhibit 4 – Summary Plat (Lot Consolidation & Vacation of Easements)

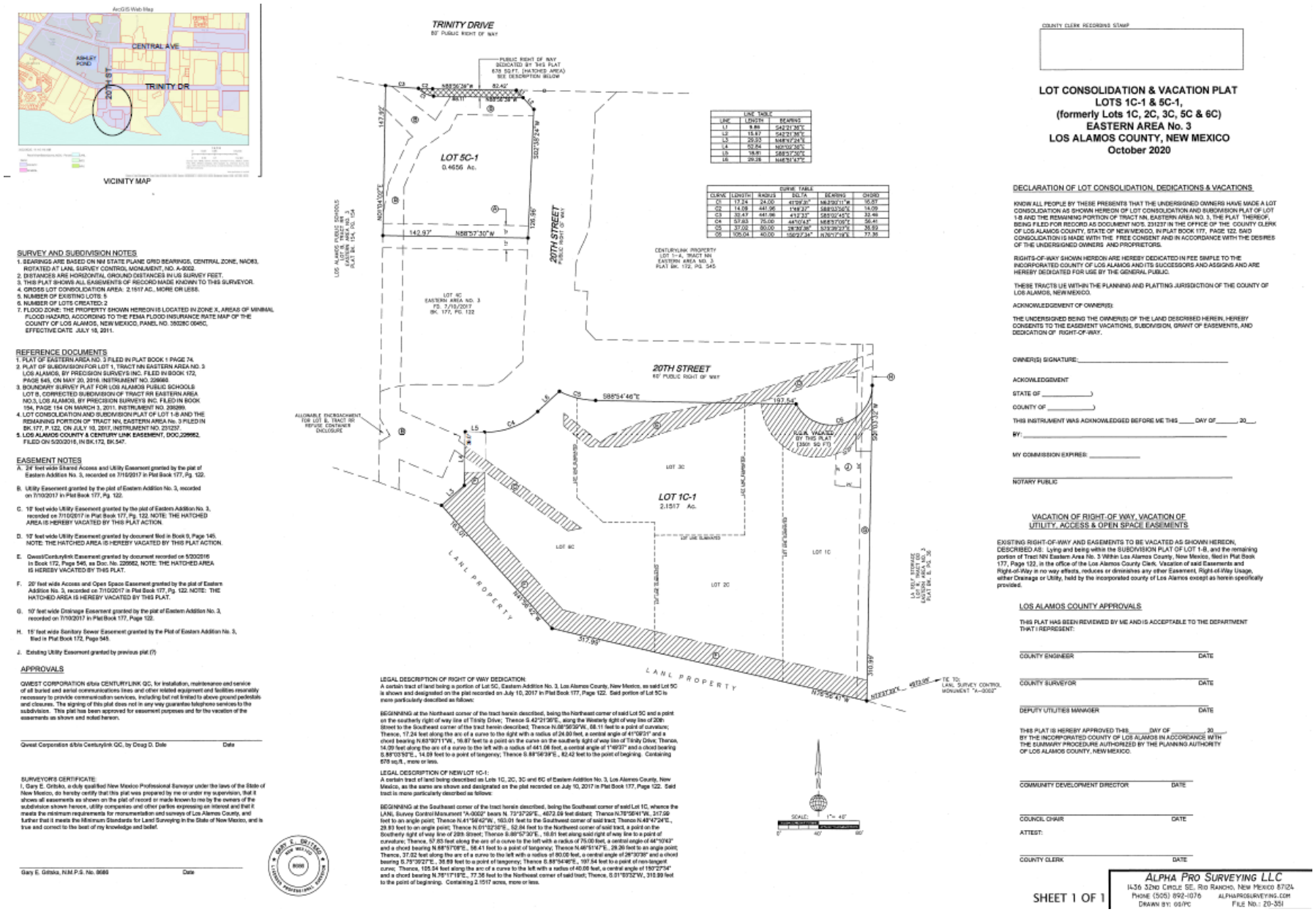


Exhibit 5 – Shared Parking Agreement with Existing and Revised Exhibits

Shared Use Agreement for Parking Facilities

This Shared Use Agreement for Parking Facilities, is entered into this 18th day of October, 2019, between TNJLA, a hotel and conference center developer, located at 4520 Lower Terrace Cir NE, Albuquerque, NM 87111 and Los Alamos Public Schools ("LAPS"), located at 2075 Trinity Drive, Los Alamos, NM 87544.

TNJLA proposes to construct and operate a hotel and conference center adjacent to Los Alamos Public Schools facilities located at approximately 20th Street and Trinity Drive in Los Alamos. Los Alamos Public Schools agrees to share with TNJLA certain parking facilities, as is located at 2075 Trinity Drive in Los Alamos, New Mexico. The parking spaces are available for use except during scheduled LAPS Board Meetings, LAPS Board Work Sessions and LAPS Foundation Meetings, generally the 2nd Tuesday, 2nd Wednesday and 4th Thursday of each month. LAPS will provide TNJLA a copy of the annual meeting schedule. Any revision to the schedule should be communicated to TNJLA at least 120 days in advance of date to avoid scheduling conflicts.

TNJLA will make every commercially reasonable effort to only schedule events that could impact LAPS parking spaces outside of regular LAPS business hours and scheduled evening meetings. In the event a potential conflict develops, both parties agree to meet in advance of such event and determine best course of action to mitigate any parking related concerns.

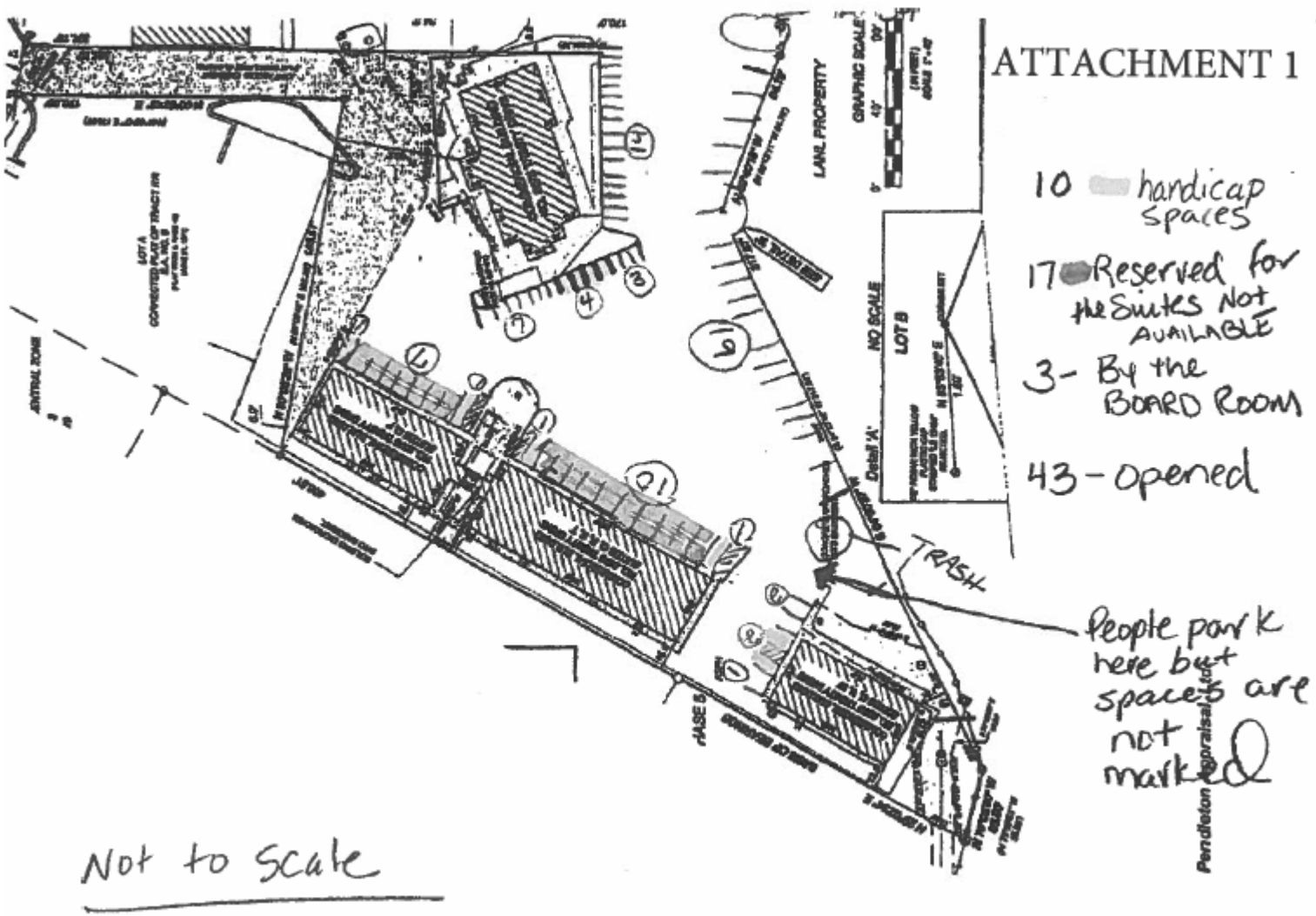
The spaces available include all parking spaces except the 17 spaces that are reserved for office suites located within the property (see attachment 1). The spaces available under the terms of the shared use agreement total 56, plus three unmarked spaces that are currently used for parking (if allowable).

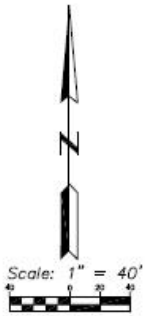
TNJLA will allow Los Alamos Public Schools, as commercially reasonable, use of parking spaces for LAPS-related purposes.

TNJLA and Los Alamos Public Schools agree to cooperate to the best of their abilities to mutually use the facilities without disrupting the other party. The parties agree to meet regularly to enhance communication and address problems that may arise.

TNJLA	Los Alamos Public Schools
Tushar Patel Managing Partner	Dr. Kurt Steinhaus Superintendent

10/16/19


ATTACHMENT 1
10 hardicap spaces
17 Reserved for the Suites Not AVAILAGLE
3- By the BOARD ROOM
43 - Opened
TRASH
People park here but spaces are not marked
Not to Scale
LAKE PROPERTY
NO SCALE
LOT B
Pendleton appraisal



NOTES:

1. 73 SPACES SHOWN - <LESS 17> RESERVED FOR "SUITES" = 56 SPACES AVAILABLE TO BE SHARED PER AGREEMENT

2. TNJ_LA, LLC / MARRIOTT INTENDS TO MAKE EVERY EFFORT TO AVOID CONFLICTS BETWEEN CONFERENCE CENTER AND L.A. PUBLIC SCHOOLS MEETINGS TO ENSURE AVAILABLE PARKING.

REF: SHARED PARKING - PROJECT PARTICIPATION AGREEMENT, Dated 10/16/19

Clark Consulting Engineers
Edgewood, New Mexico 87015

DATE	REVISION

LOTS 1-C THRU 6-C, & REMAINING PORTION OF AREA NN, LOS ALAMOS COUNTY, NEW MEXICO

TNJLA, LLC - TOWNEPLACE SUITES

SHARED PARKING EXHIBIT A

DESIGNED BY: PWC | DRAWN BY: CTE | JOB # TPL_PATEL | PKG-1
CHECKED BY: PWC | DATE: | FILE #

Exhibit 6 - Elevations

East Elevation (looking west)

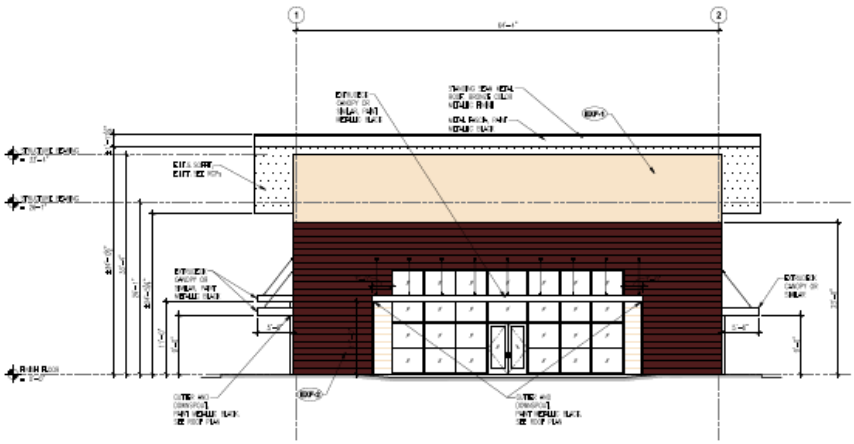
North Elevation (looking south)

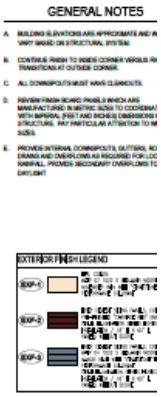
South Elevation (looking north/northeast)

West Elevation (looking east)

Conference Center and Hotel South Elevation (looking north)

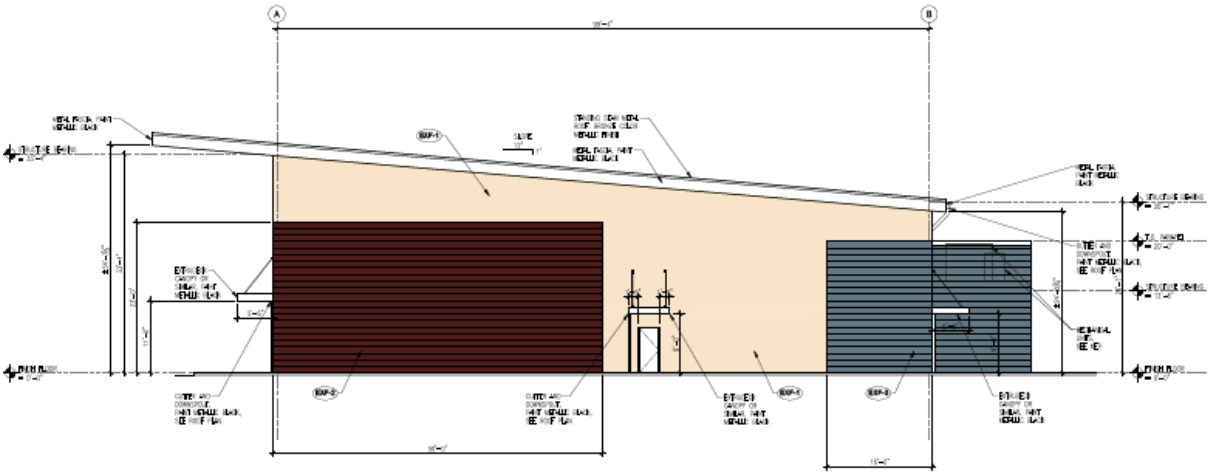
Conference Center Elevations: Southeast and Northeast





1 BUILDING ELEVATION - SOUTH EAST

SCALE: 1/8" = 1'-0"



2 BUILDING ELEVATION - NORTH EAST

SCALE: 1/8" = 1'-0"

Conference Center Elevations: Southwest and Northwest

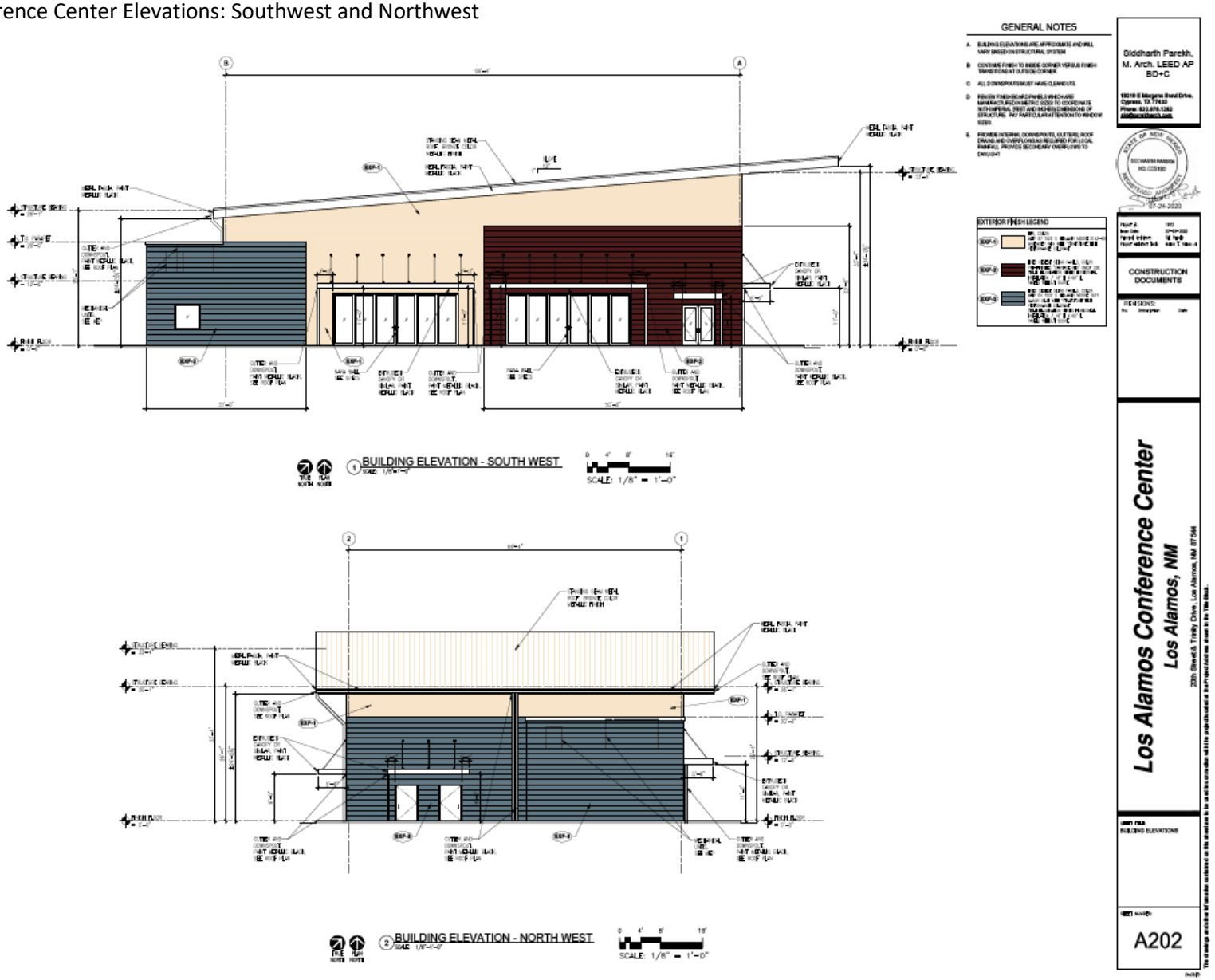


Exhibit 7 – 300-foot Notification Buffer

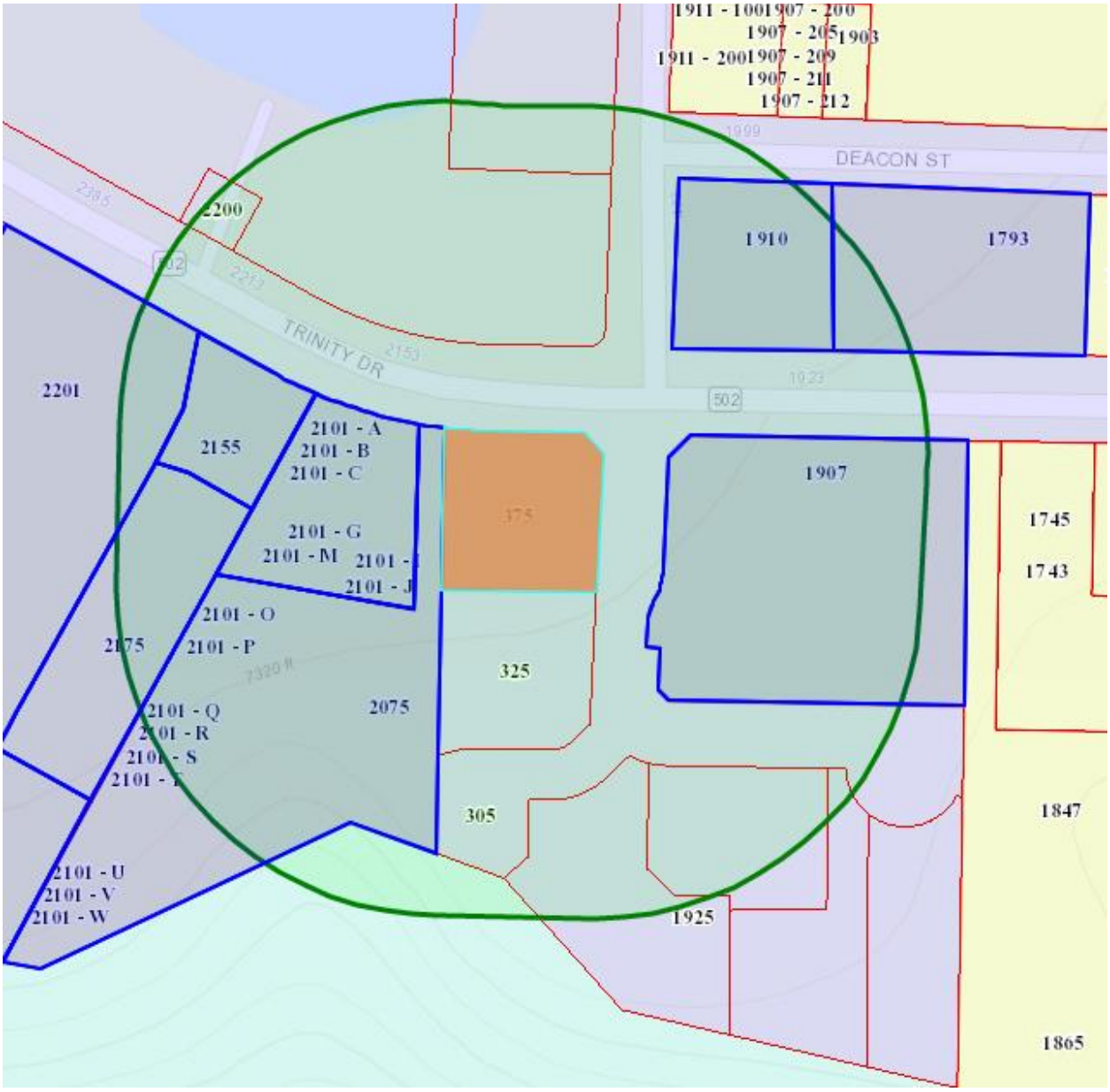


Exhibit 8 – Property Owner Notification List

CENTURY BANK 100 S FEDERAL PL SANTA FE, NM, 87501	MERRITT JAMES & B&B MERRITT REAL ESTATE LL... 750 N 17TH ST LAS CRUCES, NM, 88005
ROSHNI VENTURES LLC 646 CERRILLOS RD SANTA FE, NM, 87501	LOS ALAMOS ELKS LODGE NO 2083 1601 TRINITY DR LOS ALAMOS, NM, 87544
NARANJO FIDEL J L REVOC TRUST 2155 TRINITY DR LOS ALAMOS, NM, 87544	
LOS ALAMOS PUBLIC SCHOOLS 2075 TRINTIY DR LOS ALAMOS, NM, 87544	
CHD REVOC TRUST 686 42ND ST LOS ALAMOS, NM, 87544	
BANQUEST FIRST NAT'L BK S F PO BOX 2420 SALINA, KS, 67402	
, ,	
VFW CLUB PO BOX 388 LOS ALAMOS, NM, 87544	
J & L SELF STORAGE & VANS LLC 2197 LOMA LINDA DR LOS ALAMOS, NM, 87544-2770	
L & T ENTERPRISES INC 61 CASCABEL LOS ALAMOS, NM, 87544	

Exhibit 9 – Staff Memoranda and Final IDRC Summary

IDRC CONDITIONS & COMMENTS

October 22, 2020 – Marriott Towne Place Suites Hotel & Conference Center

CONDITIONS FOR PLANNING & ZONING COMMISION

Prior to the issuance of building permits, Applicant shall have met the following:

1. Applicant shall record the Project Participation Agreement (PPA) with the Los Alamos County Clerk's office;

2. The County is presently the owner of record on the subject lots. Pursuant to Ordinance No.695 and PPA, these documents grant the subject lots to TNJLA, LLC to be developed under the term specified. The developer shall work with the County Attorney and County Manager's offices to finalize transfer of title to TNJLA, LLC with new ownership reflected in County records;

3. Vacation of Public Utility Easements (PUE's) and CenturyLink easements are subject to Summary Plat approval by County Council; the plat shall be signed by the County Chair, CenturyLink, and recorded with Los Alamos County Clerk's Office after transfer of ownership is complete and as described in Condition #2;

4. Site Plan, Landscape Plan, Grading & Drainage and Summary Plat sheets shall not show any features obstructing access to the electrical substation or any other easements requiring access for the Department of Public Utilities; all corrections as noted in DPU emailed correspondence dated October 15, 2020 affirming feasibility as reflected in the Applicant's latest drawings shall be verified at permit. DPU's sketch with required corrections in red provided to the Applicant on May 28 shall be incorporated in the final drawings.

5. The developer shall pay all development application fees for summary plat and site plan review, and as calculated by the Applicant for total project valuation including the hotel and conference center structures; waiver application fees not required.

6. Remove café footprint on existing Lot 5-C and add Site Plan Notes as follows:
    a. Site development contains new Lot 1C-1 for hotel & conference center development as reflected in Summary Plat #SUM-2020-0040;
    b. Lot 5-C is an existing lot and is part of this Site Plan approval only for required parking spaces. Any future development of a café on this lot will require a separate Site Plan submittal. This lot shall be renamed 5-C-1 with Summary Plat as reconfigured for bus bay adjustment.

7. Revise the shared parking map from the most recent version, to a scaled drawing reflecting 56 parking spaces with required dimensions pursuant to Section §16-367(a). If there are any parking space numeric discrepancies from the agreement to the map or if a reduction of the 56 spaces, the Applicant shall record a revised shared parking agreement with neighboring

Los Alamos Public Schools, including the matching revised exhibit reflecting the actual number of spaces provided.

8. Provide a construction schedule for the entire project to the County Engineer's Office, Department of Public Works, Right-of-Way improvements for coordination on the County's traffic signal buildout at Trinity and 20th Streets;

9. Re-addressing for both hotel and conference center shall be in accordance with County Addressing Standards and new addresses will be assigned;

10. The DOE/N3B has preliminarily approved the relocation of the retention ponds to no longer flow over SWMU 01-003(d), as conveyed in correspondence dated July 28, 2020 Should the Applicant make any changes to the design, DOE/N3B SHALL review and approve prior to permit.

ADDITIONAL COMMENTS: Any lingering technical corrections shall be performed by the Applicant as required by Los Alamos County Departments.

Exhibit 9 – 2nd IDRC Meeting Summary

IDRC CONDITIONS & COMMENTS

May 28, 2020 – Marriott Towne Place Suites Hotel & Conference Center

CONDITIONS PRIOR TO PLANNING & ZONING COMMISION

Site Plan Conditions

E. Martinez: Previous comments from Public Works-Engineering have been sufficiently addressed. However, the following items will require follow up (please work with PWD directly at eric.martinez@lacnm.us; eric.ulibarri@lacnm.us):

- DOE review and input may require further coordination or clarification of storm water analysis with the applicant including pre vs. post development drainage patterns and volumes.
- The applicant is requested to provide county Public Works Department a letter indicating the build-out schedule of the development and when the traffic signal installation will be required to be in operation to serve the development for the County to schedule design development, NMDOT permitting, and installation appropriately; in addition to allocating the necessary staffing and resources required for that purpose.

S. Marez/J. Alarid: Electrical requirements must be addressed as follows (please work with DPU directly at james.alarid@lacnm.us; stephen.marez@lacnm.us) :

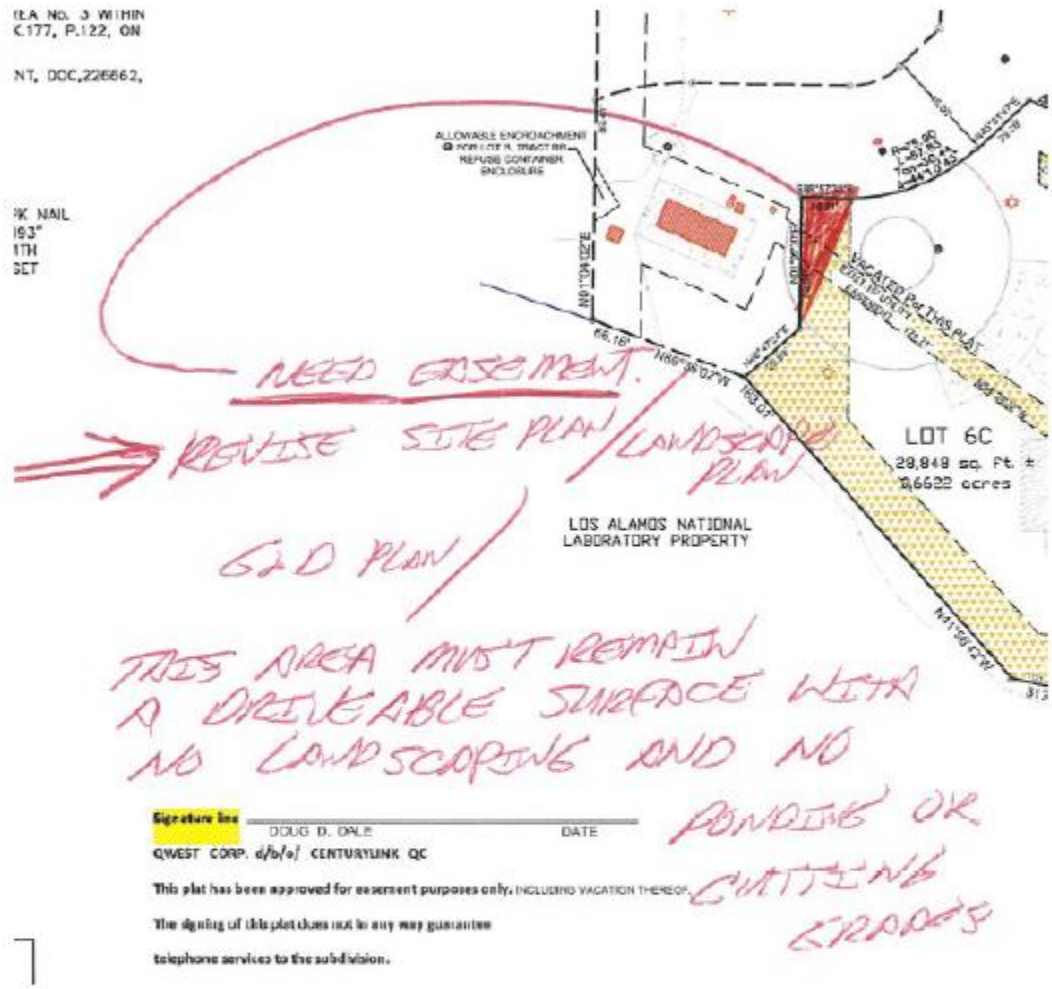
- The electric station cannot have a water harvest area in proximity to the building and the ground grid. The resistivity of the earth will be altered with high moisture saturation.
- The electric switch that is required is not detailed in the plans.
- The existing electric utility is not accurately depicted in the project area.
- The utility will also require access to the rear of the electric station.
- The landscaping plan conflicts with the site utility plan. A Pine tree is located where the transformer is sited.

M. Ambrosino/R. Foster: Please make the following corrections to the site plan:

- The text for "future café" has been removed; please *also* remove building footprint on Lot 5C. Striped spaces shall remain along with the existing utility easement and any other notes or delineations as shown on the most recent (5-25-2020) site plan.

Summary Plat Conditions

- E. Martinez: The plat shall include the term "Right-of-way" in the VACATION heading on the lower right-hand corner.
- J.Alarid: Show access easement to electrical station (see following screen clip and plat copy on last page of this document):



REQUIREMENTS PRIOR TO BUILDING PERMITTING (TECHNICAL CORRECTIONS)

Site Plan Technical Corrections

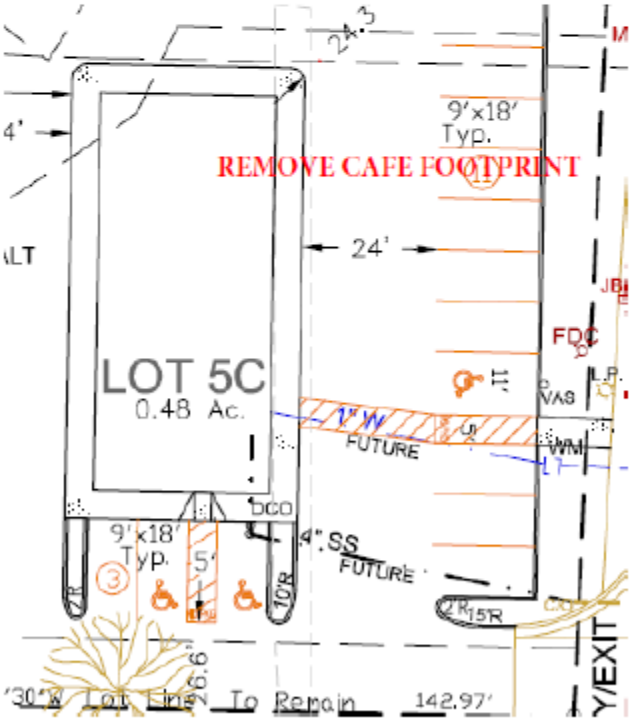
E. Martinez: Previous comments regarding NPDES CGP requirements shall be addressed in the construction drawings submitted for building permit.

E. Martinez: The County completed a traffic study for the Trinity/20th Street intersection that shows a traffic signal will be warranted upon development of the properties shown in the site plan. Public Works understands the Project Participation Agreement assigns responsibility of signalization improvements to the county.

- The applicant is requested to provide a proposed schedule to County Engineering staff for the design, installation and NMDOT permitting of the traffic signal as it will serve the build-out of the development proposed.

M. Ambrosino/R. Foster: Lot 4C is part of this site plan because it contains 70 parking spaces in proximity to the convention center. Lot 5C is part of this site plan only for parking purposes. To convey this, please insert the following site plan notes:

- "Development of hotel and conference center buildings on Lot 1-C-1 is referenced in lot consolidation and vacation plat as Case # SUM-2020-0089.
- "Lots 4C and 5C are contained in the Project Participation Agreement and are part of this site plan for the purpose of required parking. Future development on these lots shall meet the requirements of Chapter 16 for the DT-NCO District."



3

RE: Marriott TPS of Los Alamos Grading & Drainage Plan

Reply | Reply All | Forward | ...

Tue 7/28/2020 2:56 PM

KC

Kristi C. Beguin <Kristi.Beguin@EM-LA.DOE.GOV>
To Ambrosino, Margaret
Cc cheryl.rodriguez@em.doe.gov; Amanda B. White

You replied to this message on 10/23/2020 10:29 AM.

Hi Margaret,
Based on the retention pond discharge calculation review that Susan Lime performed, and based on the relocation of the retention ponds such that any potential discharge from the retention ponds will no longer flow over SWMU 01-003(d), we agree that the project has met our SWMU/AOC and stormwater discharge concerns.

Please let me know if you have any questions or concerns.

Sincerely,

Kristi Aamodt Beguin
Environmental Scientist
Newport News Nuclear BWXT Los Alamos (N3B)
RCRA Remediation Program
O. (505) 257-7575 | C. (505) 551-2923
kristi.beguin@em-la.doe.gov

From: Ambrosino, Margaret <margaret.ambrosino@lacnm.us>

Exhibit 10 – Height Memo

LOS ALAMOS

Planning
1000 Central Avenue, Suite 150
Los Alamos, NM 87544
P 505.662.8120
losalamosnm.us

Planning Division Policy and Procedure Statement

Policy: How to Measure Height

Date: August 29, 2018

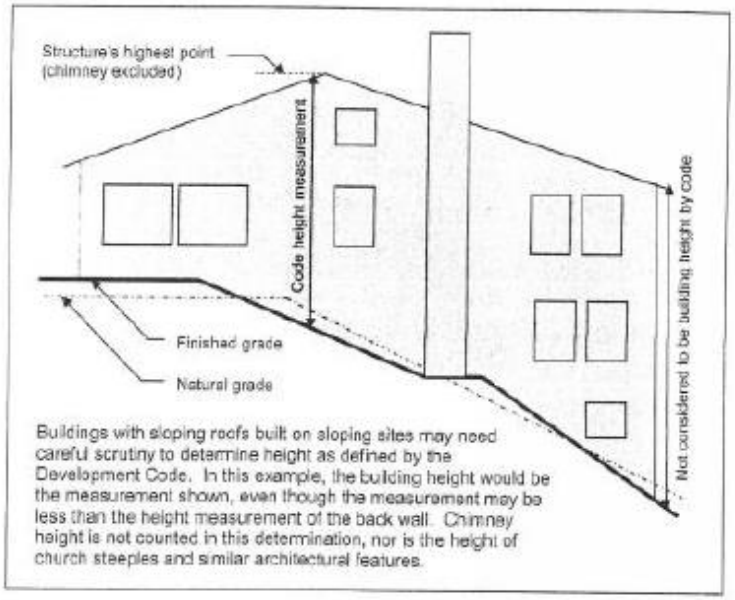
Sec. 16-9. - Definitions and rules.

Height of structure means the vertical distance between the highest point of any part of the structure and the natural grade or finish cut grade directly below that point, whichever is greater. If a structure is placed on fill, the depth of the fill is included in the height of the structure. If the natural grade is lowered in a cut, the depth of the cut is included in the height of the structure.

REFERENCE 4: DETERMINATION OF MAXIMUM BUILDING HEIGHT

Section 16-9 of the development code gives the following definition of building height:

"Height of structure means the vertical distance between the highest point of any part of the structure and the natural grade or finish cut grade directly below that point, whichever is greater. If a structure is placed on fill, the depth of the fill is included in the height of the structure. If the natural grade is lowered in a cut, the depth of the cut is included in the height of the structure."



Tb/8-29-18

Exhibit 11 – Ordinance 695 and PPA

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 695

AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PROJECT FOR PUBLIC SUPPORT OF TNJLA LLC, A NEW MEXICO CORPORATION

Section 1. On June 9, 2009, the governing body of the Incorporated County of Los Alamos ("County") adopted Ordinance No. 543, an ordinance amending and restating the Economic Development Plan of the County in accordance with the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978, as amended.

Section 2. The Economic Development Plan sets forth the purpose of allowing public support of economic development to foster, promote and enhance local economic development efforts through the use of project participation agreements with qualifying entities while continuing to protect against the unauthorized use of public money and other public resources, and to enter into joint powers agreements with other local governments to plan and support regional economic development projects.

Section 3. TNJLA LLC, a New Mexico corporation ("Company"), proposes to acquire, develop and construct an extended stay hotel facility, including a 250 – 300-person banquet-style conference center, and a minimum of 1,800 square feet of stand-alone food and beverage space on the 20th Street Extension properties in Los Alamos County (the "Project").

Section 4. Company has submitted an application to County pursuant to NMSA 1978 § 5-10-9, and has established itself as a qualifying entity and has addressed the following criteria:

a. Company is a private for-profit development business that has an established track record of successful hotel projects in New Mexico. The application includes information about the Company's financials and its leadership team;

b. Company's economic activity meets County's objective of expansion of the tax base by generating increased taxes from new construction, and from Company purchases such as equipment and supplies;

c. Company's economic activity meets County's objective of increased job and income opportunities by proposing to create a minimum of seventeen (17) Full-Time Equivalent jobs based within the County, and maintain said employees over fifteen (15) years; and

d. Company shall make a good faith effort to promote County as a good and desirable place to visit, live and work.

Section 5. Company has met the priorities of the Economic Development Plan in the following respects:

a. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating an 86-room extended stay Marriott hotel;

b. Meets the objective of economic diversification by constructing a hotel, conference center facility, and food and beverage space;

O-695 10/15/2019 12:00 AM
Page(s): 10 Naomi D Maestas - County Clerk
Los Alamos County, NM Francella M Montoya - Deputy

c. Meets the objective of expansion of the tax base by generating increased taxes for property tax, gross receipts tax and Lodger's Tax Revenues via an increase in the number of hotel rooms available in Los Alamos;

d. Meets the objective of increased job and income opportunities by proposing to generate seventeen (17) new primary jobs at the hotel, conference center, food and beverage service, and business operations within County no later than twelve (12) months of the project obtaining Certificate of Occupancy;

e. Meets County's objective of expansion of the tax base by creating a conference center that will accommodate up to 250 - 300 people seated banquet style for local events and Los Alamos National Laboratory meetings;

f. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating a stand-alone food and beverage space;

g. Meets County's objective of recruiting and retaining businesses that utilize Los Alamos' location for events and meetings, and by offering existing businesses the opportunity to provide catering services for events and meetings; and

h. TNJLA is a private for-profit development business that has an established track record of successful hotel projects in New Mexico.

Section 6. Company has requested that the Incorporated County of Los Alamos provide the following grant of public support as an economic development project: Transfer, by quitclaim deed, all rights, title and interests possessed by County to certain County-owned property defined as Eastern Area 3 Tract NN Lots 6C; 5C; 4C; 3C; 2C; and 1C located on 20th Street Extension, platted and recorded in Los Alamos County Records as Instrument No. 231237 (together, the "Real Property"). The Real Property has an appraised value of One Million Eight Hundred Twenty-Five Thousand Dollars ($1,825,000.00) This requested public support for Company's Project is referred to herein as the economic development "Project Grant."

Section 7. County and Company shall, upon approval of the Project as evidenced by the passage of this Ordinance, enter into a Participation Agreement, attached hereto as Exhibit "A", which Agreement shall include, but not be limited to, the following:

a. The standards by which to measure furtherance by the Project of the economic development goals of County;

b. The rights and responsibilities of the parties, including specifically defining the contributions of County and Company;

c. Standards for regular performance reviews of the Project by County and the specific measurable objectives upon which the performance evaluations of the Project shall be based;

d. A schedule and review procedures for the Project and performance goal attainment;

e. The security provided for the Project;

f. The default and cure provisions and such other procedures by which the Project can be

terminated by County and County's investment recovered;

g. The time period for which County shall retain an interest in the activity of Company; and

h. Any other requirements imposed by state law, county ordinance, rule or regulation not specifically identified in this ordinance.

Section 8. The application of Company for public assistance from County in the form of an economic development Project Grant is hereby approved, consistent with the terms of this ordinance and the Project Participation Agreement that has been negotiated and is attached to this Ordinance.

Section 9. The terms, provisions and conditions of the Project Participation Agreement, in the form presented to the County Council and attached to this Ordinance and incorporated herein by reference, are in all respects approved, authorized, and confirmed, and the County Council Chair is authorized to execute the Project Participation Agreement on behalf of County in substantially the form hereof, with only such nonmaterial changes recommended by the County Manager, approved as to form by the County Attorney, and approved by the Council Chair. The County Manager or his designee, is authorized to execute documents, in a form approved by the County Attorney, necessary to transfer all rights, title and interests possessed by County to certain County-owned property to Company as provided for in Section 6 of the Ordinance.

Section 10. The County Council, the Council Chair, other County officials, the County Manager and County staff are hereby authorized to take all action necessary to carry out the provisions of this Ordinance and the Project Participation Agreement.

Section 11. Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 12. This Ordinance shall become effective on November 16, 2019, thirty (30) days after notice of its adoption.

ADOPTED this 15th day of October, 2019.

COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS

Sara C. Scott
Council Chair

ATTEST: (Seal)

Naomi D. Maestas
Los Alamos County Clerk

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is made and entered into as of November 16, 2019, by and between the Incorporated County of Los Alamos, an incorporated County of the State of New Mexico ("County") and TNJLA LLC, a New Mexico Corporation qualified to do business in New Mexico ("TNJLA").

RECITALS

THE PARTIES HERETO enter into this Agreement on the basis of the following facts, understandings, and intentions:

A. On June 9, 2009, the governing body of the Incorporated County of Los Alamos ("County") adopted Ordinance No. 543, an Ordinance amending and restating the economic development plan of County in accordance with the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978, as amended and superseding Ordinance 501.

B. County has adopted Ordinance No. 695 providing for the public support of TNJLA's "Project", as defined herein, in the form of a grant of "Real Property", and certain capital improvements as further defined below, which is the "Project Grant." The value of the Real Property the Project Grant is One Million Eight Hundred Twenty-Five Thousand Dollars ($1,825,000.00). TNJLA shall acquire, develop and construct an extended stay hotel facility, including a 250 - 300-person banquet style conference center, and a minimum of 1,800 square feet of stand-alone food and beverage space on the 20th Street Extension properties in Los Alamos County ("Project").

C. TNJLA's economic activity complies with the Local Economic Development Plan adopted by County on June 9, 2009, by providing a public benefit to the residents of County in the following respects:

1. Meets the objective of economic diversification by constructing a hotel, conference center facility and food and beverage space;

2. Meets the objective of expansion of the tax base by generating increased taxes for property tax, New Mexico Gross Receipts Tax and Lodger's Tax revenues via the increase in number of hotel rooms available in Los Alamos;

3. Meets the objective of increased job and income opportunities by proposing to generate seventeen (17) new primary jobs at the hotel, conference center, food and beverage, and business operations within County no later than twelve (12) months of the Project obtaining a Certificate of Occupancy;

4. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating an 86-room extended stay hotel;

5. Meets County's objective of expansion of the tax base by creating a conference center that shall accommodate up to 250 - 300 people seated banquet style for local events and Los Alamos National Laboratory meetings;

6. Meets County's objective of economic diversification by enriching the hospitality offerings in Los Alamos by creating a stand-alone food and beverage space;

EXHIBIT "A"

7. Meets County's objective of recruiting and retaining businesses that utilize Los Alamos locations for events and meetings, and that offer existing businesses the opportunity to provide catering services for events and meetings; and

8. TNJLA is a private for-profit development business whose principal has an established track record of successful hotel projects in New Mexico.

D. As a condition precedent to its receipt of public assistance in the form of an economic development project, TNJLA is required to execute this Project Participation Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contributions of County.

A. *Project Grant.* Subject to the terms and conditions of this Project Participation Agreement, County agrees to transfer, by quitclaim deed, with all rights, title and interests possessed by County in the property defined as Eastern Area 3 Tract NN Lots 6C; 5C; 4C; 3C; 2C; and 1C located on 20th Street Extension, platted and recorded in Los Alamos County Records as Instrument No. 231237 (together, the "Real Property"). The Real Property has an appraised value of One Million Eight Hundred Twenty-Five Thousand Dollars ($1,825,000.00).

B. *Conditions Precedent.* The parties agree that the following are conditions precedent to any contributions or obligations under this this Project Participation Agreement:

(i) TNJLA shall have approval from the Marriott Corporation to construct an 86-room TownePlace Suites hotel with a conference center in Los Alamos; and
(ii) TNJLA shall have secured a construction financing commitment in an amount sufficient to support the Project.

C. County shall be solely responsible for the cost of any and all signalization and roadway improvements once State traffic warrants are met for the intersection of NM 502 (Trinity Drive) and 20th Street.

2. Contributions of TNJLA.

A. *Construction.* TNJLA shall complete the Project and be fully open for operation within forty-eight (48) months of the Effective Date of this Agreement:

(i) an 86-room TownePlace Suites hotel and conference center to accommodate 250 - 300 people banquet style; and
(ii) a minimum of 1,800 square feet of stand-alone food and beverage space.

B. *Employment.* TNJLA shall create a minimum of seventeen (17) Full Time Equivalent Jobs based in Los Alamos County, New Mexico, and maintain said employees over the fifteen (15) year term of this Agreement. As used herein, a "Full Time Equivalent Job" is

EXHIBIT "A"

defined as 2,080 employed hours annually, based on any twelve consecutive month period, which is paid through TNJLA's payroll.

C. *Conference Center*. TNJLA shall continuously operate a conference center that shall accommodate 250 - 300 people banquet style for the entire fifteen (15) year term of this Agreement. County shall be entitled to use the conference facilities up to four (4) times per year at no charge for room fees, and only cleaning and catering fees shall be charged as appropriate and commercially reasonable. County must make reservations at least thirty (30) days in advance for their use of the facility unless mutually agreed upon and shall not displace a paying customer.

D. *Promotion*. TNJLA shall make good faith efforts to promote Los Alamos County as a good and desirable place to visit, live and work.

E. In choosing an operator or owner of the stand-alone food and beverage space, TNJLA shall solicit locally, regionally, and nationally.

3. Performance Review and Measurement.

A. *Progress Report and Job Reporting*. TNJLA shall, within ninety (90) days of the end of each anniversary of the effective date during the term of this Agreement, provide County with a written report of its progress toward achieving the performance measures required by Section 2, Contributions of TNJLA, above (collectively the "Performance Measures"). Thereafter, for each year during the term of this Agreement, TNJLA may, at the sole option of the County Manager's Office, be subject to a commercially reasonable annual performance review and audit conducted by the County Manager's Office, or its designee, to evaluate whether TNJLA has achieved the Performance Measures. TNJLA shall reasonably cooperate in the performance review and audit process by making all of its personnel, employees, books and tax records available to County at all reasonable times upon request. The creation and retention of a minimum of seventeen (17) jobs must be verified on an annual basis as part of the Progress Report.

B. *Continuous Operation of Conference Center*. TNJLA shall demonstrate annually in writing via an Affidavit, to be included in the Annual Progress Report detailed below, that they continuously operate a conference center for 250 - 300 people banquet style for the duration of this Agreement.

C. *Confidential Information and Reliance*. All information regarding TNJLA shall be treated in confidence to the fullest extent allowed by New Mexico law; provided, however, that nothing in this Agreement shall be construed to permit or require County to circumvent, obstruct, or fail to comply with the New Mexico Inspection of Public Records Act, §§ 14-2-1 *et seq.* (NMSA 1978). TNJLA acknowledges that its reporting shall be relied on by County and, possibly, by the State to ascertain whether TNJLA is in compliance with the job creation provisions of this Agreement.

4. Security. TNJLA shall furnish the following security in connection with the Project.

A. *Real Property*. TNJLA agrees to permit new construction within twelve (12) months of acquisition of the Real Property from County. If TNJLA fails to permit new construction within twelve (12) months, and County has acted in a commercially reasonable manner and has not unreasonably withheld approval, and there is no force majeure (as defined below), then TNJLA

shall be required to return with all rights, title and interests in the Real Property unencumbered by any liens, mortgage or other debt, to County by Quit Claim Deed.

B. *Financial Guarantee.* TNJLA's principals agree to provide a Financial Guarantee in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars ($1,825,000.00) to the benefit of County which is secured by a subordinated interest on the project property in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars ($1,825,000.00), as well as personal guarantees from both Tushar Patel and Jayesh Patel in an amount equal to One Million Eight Hundred Twenty-Five Thousand Dollars ($1,825,000.00), both with an effective date that is the same date of transfer by quitclaim deed of the Real Property to TNJLA. County shall have the right to recoup its Financial Guarantee, as provided for in this Agreement, from both sources of security, but not in a total amount that exceeds the amount of the Financial Guarantee existing at the time of default as defined below. The overlapping portions that the Financial Guarantee are provided by the personal guarantees defined herein shall expire six (6) months after a Certificate of Occupancy is issued for the hotel/conference center. The Financial Guarantee secures performance of TNJLA's obligations under this Agreement. The Financial Guarantee shall be reduced by Ten Percent (10%) of the original amount at the completion of each year in years one (1) through nine (9), and shall reduce by an additional Five Percent (5%) at end of year ten (10), and shall reduce by an additional One Percent (1%) at the completion of each of years eleven (11) through fifteen (15). The Financial Guarantee shall be Zero Dollars ($0.00) at the end of the fifteenth (15th) year. In the event of a termination necessitating the exercise of the guarantee, the language of this Agreement controls as it pertains to the amount of the guarantee amount required to satisfy County demands.

5. Termination and Recovery of Investment.

A. *Events of Default.* The following events shall constitute events of default under this Agreement:

(i) Failure of TNJLA to fulfill, in whole or in part, any Performance Measure or other obligation required by this Agreement; including but not limited to:
   a. *Annual Progress Report and Job Reporting.* The creation and retention of a minimum of seventeen (17) jobs must be verified on an annual basis as part of the Progress Report.
   b. *Continuous Operation of Conference Center.* TNJLA shall demonstrate in writing via an Affidavit that they continuously operate a conference center for 250 - 300 people banquet style for the duration of this Agreement, verification of operation via Affidavit shall be demonstrated within the Annual Progress Report.

(ii) TNJLA ceases operations of the Project prior to the end of the fifteen (15) year term of this Agreement.

(iii) TNJLA sells or assigns the Project or any portion thereof, without the written consent of County. However, should TNJLA propose a sale or assignment of the Project or any portion thereof to a qualified buyer who shall assume and meet all obligations of this Agreement, County approval shall not be unreasonably withheld.

(iv) TNJLA fails to complete the Project and be fully open for operation within forty-eight (48) months of the Effective Date of this Agreement. County shall act in a commercially reasonable manner when approving, inspecting and granting Certificate of Approval.

EXHIBIT "A"

(v) The discovery by County that any representation, warranty, or covenant made by TNJLA in connection with this Agreement was false, materially misleading, erroneous, or breached in any material respect.

B. *TNJLA's Response to Default*. Upon the occurrence of an event of default by TNJLA specified in this Agreement, County shall notify TNJLA in writing that an event of default has occurred under this Agreement. Within sixty (60) days of the receipt of such notice, TNJLA shall:

(i) Cause the default to be cured; or

(ii) Furnish a written response indicating:

a. The factors which caused or contributed, in whole or in part, to the occurrence of default;

b. The measures TNJLA has undertaken to avoid the reoccurrence of default in the future;

c. Whether any Performance Measure not achieved can still be achieved in a timeframe acceptable to County;

d. What further action TNJLA plans to take to achieve the Performance Measure in a timeframe acceptable to County; and

e. In the event of a default after construction has commenced, TNJLA has the right to terminate this Agreement by tendering to County an amount equivalent to the Financial Guarantee as referenced in Section 4B of this Agreement.

C. *County's Response to TNJLA*. County staff shall review the response furnished by TNJLA, and within thirty (30) days from receipt of such response, recommend to the County Council whether to modify or terminate this Participation Agreement. TNJLA shall have an opportunity to make a presentation to the County Council at any meeting where such recommendation shall be acted upon. The County Council shall maintain the right to reasonably modify or terminate this Agreement. The County Council power and authority is not limited in any way by the event of a default.

6. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and continue for fifteen (15) years unless terminated sooner, as provided herein. TNJLA has the right to return the Real Property and terminate this Agreement if, despite commercially reasonable efforts, it is unable to timely permit new construction within twelve (12) months of acquisition of the Real Property from County.

7. Obligation to Perform. The failure of County to insist, in any one or more instances, upon performance of any of the terms or covenants of this Agreement shall not be construed as a waiver or relinquishment of County's right to the future performance of any such terms and covenants, and the obligations of TNJLA with respect to such future performance shall continue in full force and effect.

8. Force Majeure. Neither TNJLA nor County 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 as defined by New Mexico law that could not have been reasonably avoided by exercise of due diligence.

9. Notices. All notices and communications required or permitted under this Agreement (including change of address and facsimile or telephone number set forth below) shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when

hand-delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U. S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

County:	Los Alamos County County Manager 1000 Central Avenue, Suite 350 Los Alamos, New Mexico 87544 Telephone: (505)663-1750 Facsimile: (505)662-8079
TNJLA:	TNJLA, Inc. Tushar Patel, Chief Executive Officer 4520 Lower Terrace Circle NE Albuquerque, New Mexico 87111 Telephone: (505)275-8223

10. Amendment. This Agreement shall not be altered, changed, or amended other than by a written instrument executed by both parties.

11. Appropriations. The performance by County of any of the terms, covenants, or conditions in this Agreement that County is obligated to perform shall be subject to the availability of appropriated funds that may be lawfully used for such purpose.

12. Partnership. Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between County and TNJLA.

13. Authority. The individual(s) signing this Agreement on behalf of TNJLA represent and warrant that they have the power and authority to bind TNJLA, and that no further action, resolution, or approval from TNJLA is necessary to enter into a binding contract.

14. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico (without giving effect to the State of New Mexico's choice of law provisions).

15. Severability. If any terms of this Agreement, or the application of such terms to any circumstance, person, or entity, shall be held illegal, invalid, or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is held illegal, invalid, or unenforceable, shall not be affected; provided, however, that the remainder of this Agreement is still capable of performance in substantial accordance with the original intent of the parties.

16. Miscellaneous. This Agreement binds and inures to the benefit of County and TNJLA and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party, which may not be unreasonably withheld; provided, however that with notice, TNJLA may assign this Agreement to any affiliate of TNJLA that agrees in writing to assume and perform all of the obligations of TNJLA under this Agreement.

EXHIBIT "A"

IN WITNESS WHEREOF, the parties have entered into this Project Participation Agreement effective as of the date first written above (the "Effective Date").

INCORPORATED COUNTY OF LOS ALAMOS

By:_____
Harry Burgess, County Manager

Attest:

_____
Naomi D. Maestas, County Clerk

APPROVED TO FORM:

_____
J. Alvin Leaphart, County Attorney

TNJLA, Inc.,
a New Mexico Corporation

_____
By: _____
Name: _____
Title: _____

EXHIBIT "A"

IN WITNESS WHEREOF, the parties have entered into this Project Participation Agreement effective as of the date first written above (the "Effective Date").

INCORPORATED COUNTY OF LOS ALAMOS

By: _____
Harry Burgess, County Manager

Attest:

_____
Naomi D. Maestas, County Clerk by

APPROVED TO FORM:

_____
J. Alvin Leaphart, County Attorney

TNJLA, Inc.,
a New Mexico Corporation

By: _____
Name: Tushar Patel
Title: M. Member.

County of Los Alamos

1000 Central Avenue Los Alamos, NM 87544

Minutes- draft

Planning and Zoning Commission

Terry Priestley, Chair; Beverly Neal-Clinton, Vice-Chair; Jean Dewart; Michelle Griffin; Stephanie Nakhleh; Craig Martin; Neal Martin; April Wade, and Sean Williams, Commissioners

December 9, 2020	5:30 PM	**In accordance with New Mexico Department of Health's public emergency order governing mass gathering due to COVID-19, this meeting was held remotely via Zoom.** **Proceedings can be viewed at:** **http://losalamos.legistar.com/Calendar.aspx**

1. CALL TO ORDER/ ROLL CALL

5:30 PM

Present:	*Absent:*
Terry Priestley, Chair	*Beverly Neal-Clinton, Vice Chair*
Neal D. Martin	
April Wade	
Jean M. Dewart	
Michelle Griffin	
Stephanie V. Nakhleh	
Sean J. Williams	
Craig Martin	

2. PUBLIC COMMENT

- Dennis Brandt, 4910 Quemazon, spoke.
- Pat Wells spoke.

3. APPROVAL OF AGENDA

Commissioner Neal Martin motioned to approve the Agenda as presented; seconded by Commissioner Craig Martin. Motion passed unanimously.

4. PUBLIC HEARING (S)

A. Case No. SIT-2020-0043. A request for site plan approval of a mixed-use development of residential units along with commercial space located at 30 Mirador Blvd. The property is Tract D of the former A-19-A-2-A Mirador land. The proposed development will consist of a 57-unit residential multi-family housing development along with attached commercial space on 2.24± acres of land zoned Downtown District-Neighborhood Center Overlay District (DT-NCO).

Commissioner Dewart motioned to approve Case No. SIT-2020-0043 for a mixed-use development, located at 30 Mirador Blvd., to allow for the construction of a 57-unit multi-family development with commercial/retail space. Approval is based on the reasons stated within the staff report and per testimony entered at the public hearing, subject to the following conditions:

`1. The applicant shall be responsible for the following traffic mitigations measures:
   a. The design and construction of a traffic signal and related improvements to the NM 4/Sherwood -Mirador Blvd. intersection, to include a fully operational and ADA-compliant signalized intersection.
   b. Deter pedestrian crossing at NM4/La Vista Drive intersection and re-route pedestrians to the NM4/Sherwood-Mirador Blvd. signalized intersection through the installation of directional signage along with physical barriers.
   c. These measures shall be installed and operational prior to or upon issuance of any certificate of occupancy within the site and/or as required by NMDOT. The design, permitting and construction of these items shall adhere to al applicable standards, specifications and approval processes as required by NMDOT and Los Alamos County.

2. The Applicant assess feasibility for a pedestrian connection from the Confianza Street cul-de-sac of the single-family subdivision to the new mixed-use development and shall report back to Planning and Public Works staff on this feasibility prior to the issuance of building permits.

3. The Applicant shall address all technical corrections and comments from the Public Works Department as transmitted on Memorandum dated October 27, 2020 (Exhibit 6).
4. The Applicant shall provide a landscape agreement on installation and maintenance at such time that the landscape is installed, considering appropriate weather conditions; this shall be submitted prior to the issuance of Certificate(s) of Occupancy. Alternatively, a performance bond may be required at permit.
5. All Electrical requirements to be addressed as noted by the Department of Public Utilities (Exhibit 6)

Commissioner Dewart further moved to authorize the Chair to sign Findings of Fact for this case and, based on this decision, to be prepared by County staff.

Motion seconded by Commissioner Nakhleh. Motion passed 7-0 vote.

In Favor:	*Abstained:*	*Absent:*
Terry Priestley, Chair	*April Wade*	*Beverly Neal-Clinton, Vice Chair*
Neal D. Martin		
Jean M. Dewart		
Michelle Griffin		
Stephanie V. Nakhleh		
Sean J. Williams		
Craig Martin		

A. **Minutes from the Planning and Zoning Commission Meeting on October 28, 2020.**

Commissioner Williams motioned to approve the Minutes as amended. Commissioner Neal Martin seconded. Motion passed unanimously.

B. **Calendar for Planning and Zoning Meetings for 2021; for approval**

Commissioner Neal Martin motioned to approve the 2021 Calendar. Commissioner Nakhleh seconded. Motion passed 7-0 vote, with Commissioner Williams abstaining.

C. **COMMISSION/DIRECTOR COMMUNICATIONS**

A. ***Department Report***

B. ***Chair's Report***

C. ***Board of Adjustment Report***

D. ***Commissioner Comments***

D. **PUBLIC COMMENT**

None.

E. **ADJOURNMENT**

Meeting adjourned at 8:53 pm