

COUNTY OF LINCOLN

Todd F Proctor, Chairman
Jon F Crunk, Vice-Chairman
Samantha J Serna, Member
Pierre S Pfeffer, Member
Mark G Fischer, Member



Walter Hill, Assessor
Shannan Hemphill, Clerk
Rhonda Burrows, Probate Judge
Michael Wood, Sheriff
Sherrie Huddleston, Treasurer

County Manager, Makayla Zonfrilli

AGENDA

Board of County Commissioners – Regular Meeting

February 20, 2024 @ 8:30am - Commission Chambers in Carrizozo, New Mexico and ZOOM

<https://us02web.zoom.us/j/87226923665?pwd=dGY3aWNMeklXNUtRVnlPckVNZnl0QT09>

Meeting ID: 872 2692 3665

Passcode: 836438

One tap mobile

+12532050468

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
 - a. Pledge – U.S. A. Flag
 - b. Salute – N.M. Flag (“I salute the flag of the State of New Mexico, the Zia Symbol of perfect friendship among united cultures”)
5. Approval of Agenda
6. Approval of Minutes:
 - a. January 16, 2024, Regular Commission Meeting
7. Approval of Consent Agenda
 - a. Payroll/Accounts Payable/Budget/ Expenditures
 - b. Treasurer’s Financial Report for the Month ending January 31, 2024
 - c. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
 - d. Approval or Disapproval of the 2024 Annual Certified County Maintained Mileage Report Due April 1, 2024
 - e. Approval of Resolution 2024-44 Certification of Road Mileage (Annual)
 - f. Approval of the HIDTA Agreement (MOU) Between Otero County, City of Alamogordo, Village of Ruidoso, 12th District Attorney, and the County of Lincoln Regarding the Continued Development, Implementation, and Operation of the White Mountain Drug Task Force, Funded and Staffed, and Operated by the Parties Herein.

PLEASE NOTE: ALL SUBJECTS LISTED ON THIS AGENDA ARE TO BE CONSIDERED ACTION ITEMS BY THE BOARD OF COUNTY COMMISSIONERS UNLESS OTHERWISE INDICATED.

8. Review of Boards/Committees Appointed by the Board of County Commissioners

- a. Chaves County Community Action Program (State Statute) – Term Expire 1/2024 – Current Member, Chairman Todd Proctor
 - 1. Reappoint or Appoint a New Commissioner Representative.
- b. Interstate Stream Commission (Sub-Committee on the Pecos) - Term Expire 1/2024 – Current Member, Chairman Todd Proctor
 - 1. Reappoint or Appoint a New Commissioner Representative.
- c. Approval to publish expired positions for the Land and Natural Resources Advisory Committee (2-year terms)
 - 1. Publish Interested Applicants for Reappointment and/or New Appointments for Districts 2, 3, 4, & At-Large.
- d. Approval to Publish Expired Positions for the Lincoln Historic Preservation Board (2-year terms)
 - 1. Publish interested applicants for reappointment and/or new appointments for District 5
- e. Lodger's Tax Committee (2-year term)
 - 1. Reappointment of Mr. John Hemphill to the Lodger's Tax Committee (set to expire April 2024).
 - 2. Appointment of Ms. Lori Lytle Coleman to the Lodger's Tax Committee for the Tourist Related membership.
- f. New Mexico County Insurance Authority – Workers' Compensation – Expired 12/2023 –Current Member Commissioner Jon Crunk, Current Alternate Ira Pearson
 - 1. Reappoint or appoint a new Commissioner Representative and alternate.
- g. New Mexico County Insurance Authority – Multi-Line Pool – Expired 12/2023 – Current Member Commissioner Jon Crunk, Current Alternate Ira Pearson.
 - 1. Reappoint or Appoint a New Commissioner Representative and Alternate.
- h. Approval to Publish Expired Positions for the Property Tax Protest Board (2-year term).
 - 1. Publish Interested Applicants for Reappointment and/or New Appointments for Two (2) Alternate Positions.
- i. Approval to Publish Expired Positions for the Road Review Advisory Committee (2-year term).
 - 1. Publish Interested Applicants for Reappointment and/or New Appointments for Two (2) Positions for Districts 4 & 5.
- j. Approval to Remove Ira Peason and Francesca Herrera as Proxies for the Solid Waste Authority and Replace Them with an Elected Official and the County Manager.
- k. Discussion and Potential Appointment to the SERPTO Committee

9. Forest, Land & Natural Resources Matters:
 - a. Smokey Bear Ranger District
 - b. Lincoln County/NMSU Extension Services
 - c. South Central Mountain RC & D
 - d. Upper Hondo Soil & Water Conservation District
 - e. Land and Natural Resources Advisory Committee-LANRAC
10. **9:30 A.M.:** PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)
 - a. Update Provided by Rick Lamb, CEO of the Boys & Girls Club of Chavez & Lincoln Counties
RE: Youth Mentoring Services & Positive Active Programming
11. Lincoln County Detention Center Update, Warden Ross Castleton
12. Notice of Cancellation of RFP #23-24-4 for Plumbing Repairs at the Lincoln County Detention Center and Approval to Utilize CES and/or State Pricing Agreement Due to Lack of Responses to RFP and a Previously Submitted Scope of Work Analysis.
13. Lincoln County Medical Center:
 - a. Update-Todd Oberheu, Hospital Chief Executive
 - b. Approval of Request for Disbursement of \$842,000.00 Approved During the Original Budget Session July 17, 2023 to support a 24-hour staffing of ambulance for Alto and Carrizozo.
14. Mimbres Peaks National Monument:
 - a. Presentation by Lori Coleman – 10 minutes
 - b. Approval of Resolution No. 2024-43 in Support of Luna County's Stand Against the Proposed Mimbres Peaks National Monument
15. Approval of Resolution No. 2024-45 Lincoln County Support for a Regional Approach to Addressing ISO and Working Together as a County to Work Through Projects to Mitigate Wildfire and Provide Increased Services to Lincoln County Residents.
16. Recognition of the Support Letters for Resolution 2024-45.
17. **10:30 am:** Certified Local Government Presentation by Dr. Oliver Horn – Regional Manager of the Lincoln and Fort Stanton Historic Sites
18. Discussion and Approval of the Procurement of a New Sound and Video System for the Commission Chambers [Request by Commissioner Crunk]
19. Approval of a Support Letter for Mr. Eddie Ryan as Film Liaison for Lincoln County
20. Office of Emergency Services:
 - a. Approval of Memorandum of Understanding (MOU) Between the County of Lincoln and Otero County Electric Co-Op Buck Mountain Tower Site (Tower or Tower Premises)

PLEASE NOTE: ALL SUBJECTS LISTED ON THIS AGENDA ARE TO BE CONSIDERED ACTION ITEMS BY THE BOARD OF COUNTY COMMISSIONERS UNLESS OTHERWISE INDICATED.

- b. Approval to Purchase Bunker Gear for Lincoln Volunteer Fire Department not to exceed \$26,492.75.
- c. Discussion and Appointment of the Lincoln County Office of Emergency Services Director in accordance with NM Statute 12-10-5.

21. Approval to go out for Formal Bid for the Following:

- a. New Emergency Communications Site on Gallinas Peak Near Corona, NM in the Amount of \$524,000.00
- b. White Oaks Volunteer Fire Department Building Extension in the Amount of \$225,000.00
- c. Hondo Volunteer Fire Department Main Station Water Storage in the Amount of \$300,000.00
- d. Glencoe Volunteer Fire Department Station #1 Water Storage in the Amount of \$300,000.00
- e. Glencoe Volunteer Fire Department Brush Truck Not to Exceed \$250,000.00

22. Lincoln County Road Department

- a. Project Road Updates
 - 1. Road Superintendent
 - 2. Renegade

23. Finance:

- a. Approval of Budget Adjustment FY 23/24 by Resolution 2024-41
- b. **1:00 pm: Audit presentation from Daniel Trujillo, CPA**
- c. Approval of Resolution 2024-42 a Resolution Accepting and Acknowledging FY 22/23 Financial Audit
- d. Approval of Budget Preparation Procedures and Schedule

24. Manager's Report

25. Discussion and Approval or Disapproval of the proposed Longevity, Seniority, and Leap Frog Policy

26. Consideration and Approval of Applicant and Salary to Fill the Open Employment Position of Project Manager

27. Approval to Correct an Administrative Oversight Regarding the Road Department's Administrative Assistant/Secretary Position from a Tier 6 to a Tier 9 Moving the Position from \$23.6308 to \$28.2078

28. Discussion Regarding the Scope of Work for the Opioid RFP

29. Discussion and Approval of Funding Reimbursement Outlined in the Fire Protection Fund Audit Completed January 11, 2024.

- 1. LCOES \$1,676.50 General Fund 40108
- 2. Trust Fund for Departments for Bonito (\$255.00), Lincoln (\$205.02), Nogal (\$450.00).

30. Request to Approve the County Manager to Accompany Federal Lobbyist Nick Crockett for Several Federal Legislative Sessions from February 26th through March 1st to Present the Proposal for a Regionalized Emergency Management Training Center, Including the Newly Proposed OES Building

31. **2:00 pm: Presentation by Tyler Technologies**

PLEASE NOTE: ALL SUBJECTS LISTED ON THIS AGENDA ARE TO BE CONSIDERED ACTION ITEMS BY THE BOARD OF COUNTY COMMISSIONERS UNLESS OTHERWISE INDICATED.

32. Discussion and Approval of the Allocation of LATCF Funds to Purchase and Implement the Tyler Technologies Finance Software to Replace Triadic for an Amount not to Exceed \$850,000.00
33. Discussion and Approval of the Allocation of LATCF Funds to Reimburse the County Clerk's Office for the Implementation of the New Software from Pioneer/Catalis for Fee Collection and Revenue Software in the Amount of \$150,000.00; Including \$10,000.00 Reimbursement to the Clerk's Office for Expenses Already Paid, and \$20,000.00 for the Fees Listed on Contract Pages 23-24. This Software does Integrate with Tyler Tech, and we have had Meetings and Email Correspondence to Demonstrate that Ability
34. Discussion and Approval of the Allocation of LATCF Funds to Buy Triadic Data for Conversion to Pioneer/Catalis for the Clerk's Data in the Amount of \$36,400.00 if and/or as Necessary.
35. Planning:
- a. Approval to File Solid Waste Liens
 - i. D. Suede Mills-**\$526.54**
(Land 0007226 D. Suede Mills)
(MH 1008710 Shamarie Mills)
 - ii. Michael Cude & Beth Cude- **\$506.16**
(Land 1002917 Michael & Beth Cude)
(MH 1008290 Michael & Beth Cude)
 - iii. Barton Blankenship- **\$562.70**
 - iv. Ralph Anthony Montes & Lindy Lou Montes-**\$506.16**
 - v. Ulf Gerhard Eastman & Donna M. Sorenson-Eastman or their Successor Trustees;
The Eastman Family Trust- **\$506.16**
 - vi. Christopher R. Reed & Lucill J. Reed- **\$506.16**
 - vii. Harold F. Duran & Zula F. Duran- **\$506.16**
 - viii. Belinda Sanchez De Baca-**\$506.16**
 - b. Approval of Lodger's Tax Funding Requests:
 - 1. 37th Christmas Jubilee
Dates: Nov. 8 - 11, 2024
Requested Amount: **\$7,000.00**
Presenter: Laurie Viselli
 - 2. Lincoln Forest Renaissance Fair
Dates: May 17 - 18, 2024
Requested Amount: **\$9,190.00**
Presenter: Tim Roberts
 - c. Request for Solid Waste Refund to the Blanchard Living Trust in the Amount of **\$2,015.82**
36. Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinances
- a. Public Hearing to Consider Approval of New Application for a Winegrower Liquor License with On Premises Consumption Only by Noisy Water Winery, located at 229 HWY 220, Alto, NM 88312; for Last Chance Ranch LLC; located at 2342 Sudderth Drive, Ruidoso, NM 88345.

37. Lincoln County Executive Session Pursuant to the Open Meetings Act: Discussion of All Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); Discussion of the Purchase Acquisition or Disposal of Real Property or Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); and Limited Personnel Matters, Section 10-15-1, Subparagraph (H)(2)
38. Signing of Official Documents
39. Next meetings:
 - a. Tuesday, March 19, 2024, Regular Commission Meeting
40. Adjourn



County of Lincoln

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www.lincolncountynm.gov

AGENDA ITEM NO. 6

SUBJECT:

Approval of Minutes:

January 16, 2024, Regular Commission Meeting

Tuesday, February 20, 2024

COUNTY OF LINCOLN

New Mexico Regular Meeting Board of County Commissioners

Todd F Proctor, Chair
Jon F Crunk, Vice Chair

Samantha J Serna, Member
Mark G Fischer, Member
Pierre S Pfeffer, Member

Minutes Tuesday January 16, 2024

Minutes of the Regular Meeting of the Lincoln County Commission held at 8:30 AM on January 16, 2024, in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New Mexico. The meeting was also accessible via Zoom.

1. Call to Order

Chair Proctor called the Regular Meeting of the Board of County Commissioners to order at 8:30 AM.

2. Roll Call

Roll Call.

Present: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Others present included Makayla Zonfrilli, County Manager; Alan Morel, County Attorney; and Shannan Hemphill, County Clerk.

3. Invocation

The Invocation was presented by Chair Proctor.

4. Pledge of Allegiance

- a. Pledge – USA Flag
- b. Salute – NM Flag

5. Approval of Agenda

Motion: Acceptance of the Agenda and authorized the Chair to move items as necessary,

Action: Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Crunk.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

6. Selection of Lincoln County Board of Commissioners Chairman and Vice-Chairman

Attorney Morel opened the floor for nominations of Chairman. Commissioner Crunk nominated Commissioner Proctor and Commissioner Fischer nominated himself.

Attorney Morel stated the votes would be taken in order of nomination and requested a roll call vote for Commissioner Proctor as Chairman.

Vote: Motion passed (**summary:** Yes = 3, No = 2, Abstain = 0).

Yes: Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

No: Commissioner Fischer, Commissioner Serna.

Attorney Morel explained since Commissioner Proctor received enough votes, there would be no need to continue voting on the others. He turned the meeting back to Chair Proctor. Chair Proctor opened the floor for nominations of Vice-Chairman. Commissioner Serna nominated Commissioner Fischer and Commissioner Pfeffer nominated Commissioner Crunk.

Chair Proctor stated the votes would be taken in order of nomination and requested a roll call vote for Commissioner Fischer as Vice-Chairman.

Vote: Motion failed (**summary:** Yes = 2, No = 3, Abstain = 0).

Yes: Commissioner Fischer, Commissioner Serna.

No: Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Chair Proctor requested a roll call vote for Commissioner Crunk as Vice-Chairman.

Vote: Motion passed (**summary:** Yes = 3, No = 2, Abstain = 0).

Yes: Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

No: Commissioner Fischer, Commissioner Serna.

7. Approval of Minutes:

- a. December 19, 2023 - Regular Commission Meeting

Motion: Approve the minutes of the December 19, 2023, Regular Commission Meeting, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Fischer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

8. Approval of Consent Agenda

- a. Payroll/Accounts Payable/Budget/ Expenditures
- b. Treasurer's Financial Report for the Month Ending December 31, 2023
- c. Treasurer's 2nd Quarterly Report by Resolution 2024-35
- d. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
- e. Approval of the DWI Grant Resolution 2024-37 Authorizing the Village of Ruidoso to Submit an Application to the DFA, Local Government Division to Participate in the Local DWI Grant and Distribution Program and Delegating Authority
- f. Approval to Re-Appoint Coda Omness to the Lodgers' Tax Committee – 2-year Term
- g. Lincoln County Detention Center Quarterly Restricted Housing Report: October 2023 – December 2023
- h. Approval of Professional Services Agreement Between Holcomb Law Office and the County of Lincoln
- i. Approval of IRS Mileage Rate Increase for 2024 from \$0.65 per mile to \$0.67 per mile

- j. Approval to Purchase a 2023 Ford Explorer off the State Pricing Agreement in the Amount of \$59,855.00 to Serve as a New Response Vehicle for EMS with Remaining Funds (\$119,000.00) from New Ambulance Allotment for Presbyterian Hospital

Commissioner Fischer requested to remove items a and b from the Consent Agenda for discussion.

Motion: Approve Consent Agenda Items c-j, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner Serna.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Item a- Commissioner Fischer requested some additional details on the accounts payable item. Todd Oberheu, Hospital Chief Executive, explained the purchase of the UV lights and stated it was approved at a prior Commission meeting, however since the County purchased them instead of the Hospital, the purchase was more expensive, and he was only able to purchase one instead of two. His recommendation was to purchase big items using the hospital funds instead of having the County make the purchase, which would help to decrease the cost. Attorney Morel and Mr. Oberheu discussed the option of changing the contract or creating an MOU to allow the purchases to be made by the hospital without listing them as hospital purchases in the event the hospital reverted to the County to manage. Commissioner Fischer requested Attorney Morel and Presbyterian draft a document to allow flexibility to move money from the Mill Levy to operations to allow significant equipment/fixtures to be purchased at a reduced rate.

Motion: Table the agenda item until the next month, **Action:** Table, **Moved by** Commissioner Pfeffer, **None seconded.**

Motion died for lack of second.

Commissioner Serna commended Shelly from Lodgers Tax and added a reminder that the funds needed to be expended within 2 years. Commissioner Serna stated she would like a marketing strategy and would like to hire a marketing firm to assist with spending the marketing dollars.

Item b- Commissioner Fischer stated he didn't have any specific questions; he just requested a highlight for the public. Treasurer Huddleston explained she would be giving her Board of Finance overview in a future agenda item.

Motion: Approve Consent Agenda Items a and b, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

SEE EXHIBIT A: Copies of the Consent Agenda items including Resolution 2024-35 and Resolution 2024-37 are attached hereto in reference thereto made a part hereof.

Chair Proctor recessed the Regular Commission Meeting at 9:14 AM and reconvened at 9:28 AM.

14. 9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)

Chair Proctor detailed the meetings he attended over the previous month.

Commissioner Crunk explained the workforce Committee voted to go in a new direction. He didn't believe the Counties would be harshly impacted but he stated the County would need to start participating in the decisions and directions. He stated there were dollars which would come through the workforce to pay for training for public employees.

Commissioner Pfeffer stated he toured the Northern area of Chair Proctor's District with the Chair and had a new feeling for the vastness of the territory. He attended a horse meeting in Alto which was well attended, and Commissioner Fischer and the County Sheriff were in attendance as well. Commissioner Pfeffer commended Tracy Johnson from Enchanted Forest for her pursuit to find additional funding for their water problems.

Commissioner Serna attended the Swearing in Ceremony the County Clerk put on for the newly elected officials from the various Districts around the County and stated she looked forward to working with them in the upcoming year.

Commissioner Fischer spoke on the New Years Eve celebration at the Fairgrounds and stated it was well attended and quite possibly the best New Years celebration he had participated in. Commissioner Fischer spoke on the wild horses in the County and looking for a humane way to handle them and stated it would need to be handled in the Courts.

Assessor Hill spoke on the reassessment in the County and stated his office was working diligently to ensure everything was up to date. He stated they were working on the valuation and would be mailing out the notice of value.

Clerk Hemphill spoke on the Municipal Officer Election and stated the candidate signups were the prior week and the election would be in March. She explained it was being run by the Village Clerk and she was assisting as needed.

Sheriff Wood provided statistics from his office over the previous month.

Treasurer Huddleston stated the delinquent notices were being sent out for years prior to 2022.

There was no comment from the public.

25. Approval to Issue Request for Proposal (RFP) for Opioid Crisis Funding

Attorney Morel explained the statement of work was well done and had good potential.

Commissioner Pfeffer spoke on the settlement with the drug companies. He stated there were many services available in the County and they didn't know much about each other. He explained the Courts were in support of a County wide project to mitigate the number of people who have a drug problem and keep having issues.

Commissioner Crunk stated he was in favor of a contract position to oversee the issues.

Commissioner Fischer questioned the RFP and stated he felt it was supposed to be taking the limited funds and using them directly in the field instead of a person to oversee everything. He would like to have the RFP redrafted to go out to those in the field who are doing the work instead of a person overseeing the process.

Attorney Morel stated the proposal was so broad it would have the ability to do both. He explained it could be a coordinating position or pay funds for the actual services rendered depending on who was awarded the contract.

Chair Proctor recessed the Regular Commission Meeting and convened the Public Hearing at 10:00 AM.

15. 10:00 A.M.: PUBLIC HEARINGS

- a. Public Hearing to Consider Approval of New Application for a Club Liquor License with On Premises Consumption Only with Patio Service by Alto Lakes Golf and Country Club, Inc. located at #1 Country Club Rd., Alto, NM 88312; for Kokopelli at Alto Lakes Golf; located at 1200 High Mesa Road, Alto, NM 88312

Scott Annala, Planning Department, explained the license was for on premises consumption only not package sales.

There were no public comments.

Chair Proctor closed the Public Hearing and reconvened the Regular Meeting at 10:03 AM.

Motion: Approve the application for a club liquor license with on premises consumption only with patio service by Alto Lakes Country Club, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

- b. Discussion and Approval of Ordinance No. 2024-04 Revising Ordinance No. 2014-06, **Section 3.8 Expenses for Burial or Cremation of Indigent Persons and Section 3.9 Expenses for Cost of Opening and Closing Grave** Ordinance No. 2014-06 Lincoln County Indigent Hospital/Health Care Ordinance Adopting Public Assistance Provisions relating to Health are for Indigents, in Accordance with the Indigent Hospital and County Health Care Act; Providing for the Annual Adjustment to IHC Income and Claims Policy Limit Schedules; Providing for the Severability of Parts Hereof; Repealing Ordinances in Conflict Herewith; and Declaring an Effective Date

Chair Proctor recessed the Regular Commission Meeting and convened the Public Hearing at 10:03 AM.

Mr. Annala stated they were increasing the amount of money for indigent burial or cremation. He explained HB403 revamped and increased the amount to \$1,000, so they needed to change the ordinance to match Statute. Commissioner Fischer questioned if it was \$1,000 for Cremation and \$1,000 for burial. He stated it wouldn't cover the cost of either process.

Attorney Morel stated they also changed the wording to Commission instead of Board, throughout the document.

There were no public comments.

Chair Proctor closed the Public Hearing and reconvened the Regular Meeting at 10:08 AM.

Motion: Adopt the Ordinance as amended, **Action:** Adopt, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

SEE EXHIBIT B: Copy of Ordinance No. 2024-04 is attached hereto in reference thereto made a part hereof.

25. Approval to Issue Request for Proposal (RFP) for Opioid Crisis Funding- Continued

Commissioner Fischer requested to modify the wording of the RFP to reflect the ability for it to be a company who is already engaged in the work instead of an individual. He would like to see wording giving them the ability to coordinate and/or provide services. He stated he would like to add verbiage which would not preclude someone already in the business to allow them to bid on the RFP.

Motion: Approve the issuance of the RFP as presented, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner Crunk.

Commissioner Fischer questioned where it was stated in the RFP that it did not have to be an individual and could be an organization already in the business. Commissioner Pfeffer explained it was listed in General Information line 1 and stated an individual or Lincoln County based program could coordinate existing services to assist Lincoln County residents. Commissioner Serna requested to broaden the scope of work to include what Commissioner Fischer was requesting. Attorney Morel provided a previous version of an RFP which was worded more broadly. Commissioner Fischer requested they use the draft presented by Attorney Morel as he felt the wording was much more appropriate.

Vote: Motion passed (**summary:** Yes = 3, No = 2, Abstain = 0).

Yes: Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

No: Commissioner Fischer, Commissioner Serna.

9. Appointed Boards and Committees

- a. Appointment of Chaves County Community Action Program
- b. Appointment of Interstate Stream Commission (Sub-Committee on the Pecos)
- c. Discussion and Direction Regarding Local Workforce Investment Act Advisory Board (NOMINATIONS ARE MADE BY CHAMBERS OF COMMERCE AND APPOINTED BY OTHER MUNICIPALITIES.)
- d. Appointment of New Mexico County Insurance Authority (Workers' Compensation) Member and Alternate
- e. Appointment of New Mexico County Insurance Authority (Multi-Line Pool) Member and Alternate
- f. Appointment of County Alternate for Solid Waste Authority (2-year term)

Commissioner Fischer requested to move the item to the next month due to lack of information.

Motion: Table the appointments until the February meeting, **Action:** Table, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

10. Board of Finance – Lincoln County Treasurer, Sherrie Huddleston

Treasurer Huddleston presented the Board of Finance and explained the total cash held by the treasurer, showing where the dollars were held in various financial institutions. She stated with those funds the total treasurer's cash was \$54,497,846.60. Treasurer Huddleston explained the investments the County had were comprised of 52.56% Operational interest-bearing accounts (rate 2.67%), 29.64% Money Market accounts (avg rate 3.84%), 11.96% Invested CD's& LGIP accounts (avg rate 4.97%), 5.6% Debt Service Accts held with NMFA (avg rate 4.0%), and less than 1% non-interest-bearing accounts.

Treasurer Huddleston stated the property tax collections were going well for the 2023 Tax year. She stated as of December 31, 2023, the Treasurer's Office had collected \$25,552,862.53, which was 66.09% of the \$38,663,892.80 billed, leaving a balance of \$12,111,030.27.

11. Finance

a. Approval of Budget Adjustment FY 23/24 by Resolution 2024-36

Chair Proctor questioned the budget adjustment as the columns didn't add correctly. Treasurer Huddleston explained there was a problem with the formula which didn't carry over. She stated they would correct it.

Motion: Adopt Resolution 2024-36 as amended, **Action:** Adopt, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

SEE EXHIBIT C: Copy of Resolution 2024-36 is attached hereto in reference thereto made a part hereof.

b. Approval of the 2022-2023 Rentalscope/Deckard Technologies invoice (billed on a bi-annual basis) will be canceled for 2024 year by February 5th, 2024

Attorney Morel explained there was a new company, and the old contract would be terminated by February 5, 2024.

Motion: Approve the termination of the Rentalscope/Deckard Technologies contract effective February 5, 2024, and approve the payment of the current invoice due using Lodgers Tax funding, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

354
355 **12. Discussion and Approval of Elected Officials Salary Increase Resolution**
356

357 Chair Proctor questioned the 6% raise which was approved for the most recently elected officials;
358 however, it did not affect the continuing elected officials. Attorney Morel explained the
359 Commissioners could not vote themselves a raise so it would be effective for newly elected
360 officials coming in and they needed to at least approve the 6% which was approved last time.

361
362 Commissioner Fischer questioned the Assessor's pay as it was higher than the maximum allowed
363 by Statute. Attorney Morel explained it showed the additional pay for the 4 certificates.
364 Commissioner Fischer was concerned the position would be paid more than the other elected
365 officials, including the County Sheriff.

366
367 Treasurer Huddleston requested the Commission move to the maximum allowable.
368 Commissioner Pfeffer felt the maximum was still a modest amount and would help to attract
369 individuals to run for the elected offices.

370
371 **Motion:** Approve raising all the Elected positions to the maximum rate per State Statute for
372 Commissioner District 1, Commissioner District 3, County Assessor, Probate Judge, and the
373 Sheriff, effective January 1, 2025, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded**
374 **by** Commissioner Fischer.

375 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

376 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
377 Chair Proctor.

378
379 **13. Forest, Land & Natural Resources Matters:**

380 a. Smokey Bear Ranger District
381

382 Jennifer Thomas, Lincoln National Forest, stated they had a new forest supervisor, Jason
383 Freeman, who was expected to start by the end of January or middle of February. She stated
384 they opened the Three Rivers Campground on January 1, 2024. Ms. Thomas explained they were
385 working on the Fiscal Year 2025 budget and were finalizing plans for the Cedar Creek fitness trail
386 area to expand the parking lot and put in restroom facilities.

387
388 b. Lincoln County / NMSU Extension Services
389

390 Melanie Gutierrez, Lincoln County Extension Service, provided an update on the many
391 happenings in the office. She stated she attended the livestock show in Phoenix. She explained
392 the office staff attended a professional development in Las Cruces. Ms. Gutierrez stated her office
393 held a record book ceremony and installation of the new County Officers, who then put on mini
394 workshops. She explained she would be taking five kids to the Senior Leadership Retreat in Las
395 Cruces. Ms. Gutierrez stated they would also have a Maple tree tapping workshop at two rivers
396 the following weekend.

397
398 c. South Central Mountain RC & D
399

400 Robert Barber, RC&D, explained they completed phase one of the McBride EWP. He stated they
401 were currently awaiting approval of grant applications for the community wildfire defense grant.

402
403 d. Upper Hondo Soil & Water Conservation District
404

Robert Barber, Upper Hondo, explained they would be starting up the weed program again and pre-emergence activities which would include fire departments in outlying areas this year.

e. Land and Natural Resources Advisory Committee-LANRAC

Robert Barber, LANRAC, explained the land and water use plans were being put together. He stated there was a LANRAC Ordinance and Resolution and they would like to draft a new Resolution to combine the responsibilities for both.

16. Lincoln County Detention Center

a. Update –Ross Castleton, Warden

Warden Castleton provided a monthly update and statistics from the Detention Center over the previous month. He stated they had hired a health services administrator. Warden Castleton explained they passed the annual fire inspection and only had a couple minor changes needed. He stated the accreditation project was moving along and the first audit would be March 27, 2024.

b. Request for Proposal – Plumbing

Warden Castleton requested an RFP for plumbing issues. He stated the pipes below the building were subpar and would need to be redone, however they would need to go through the cement. He explained they would like to redo the pipes under the kitchen and run around the outside of the building instead of under the building. Commissioner Fischer questioned if Wilson & Co. could assist with the project. Commissioner Pfeffer requested they take care of the current issues and get some assistance with determining the long-term solutions.

Motion: Engage Wilson & Co or an appropriate engineering firm to scope the work and make recommendations for near term and long-term solutions to the plumbing problems, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

17. Lincoln County Medical Center Update-Todd Oberheu, Hospital Chief Executive

Mr. Oberheu provided an update on the EMS mill levy funding and stated they did not receive the grant funding they had anticipated. He reassured the Commissioners they planned to maintain the stations as they were, regardless of the lack of grant funding. Mr. Oberheu stated Angie Lincoln would be a new Nurse Practitioner in Capitan and would start seeing patients within a week. Mr. Oberheu explained the Physician office building was under construction, however they were waiting on the countertops to complete the project. He stated they would also start meeting with an architect on the redesign of the OB/GYN clinic.

18. Approval of Contracts for Voting System Technicians

a. Paul Baca

b. Mario Zamora Jr

c. Bonifacio Zamora

Clerk Hemphill stated the Voting System Technician contracts were renewed every two years. She explained she made a change to the pay structure to better align with their duties and hopefully give them a slight raise. Commissioner Serna questioned if they were paid out of the recording fees fund. Clerk Hemphill explained they were paid out of the Elections budget and their pay was included in the reimbursement from the Secretary of State's office to cover election costs.

Motion: Approve the Voting System Technician contracts for Paul Baca, Mario Zamora Jr. and Bonifacio Zamora as presented, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Pfeffer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

19. Consideration and Approval to Purchase Mobile Data Computers for the Lincoln County Sheriff's Office – Sheriff, Michael Wood and Lieutenant, Kirk Wilson

Lieutenant Wilson provided an update on the Mobile Data Computers. Commissioner Pfeffer questioned the cell coverage and if the data could be entered when there was no connection, however it be updated later when it was reconnected to a network. Lieutenant Wilson explained it would need to have cellular connectivity for the reporting to work. Commissioner Serna questioned why the units were not included when there was a new vehicle purchase. Lieutenant Wilson stated this would be a startup and then the units could be included in future vehicles.

Commissioner Serna stated she would like to use the funds from ARPA. Billie Jo Guevara, finance director, stated there was over \$1,000,000 unencumbered in ARPA funds. Commissioner Serna questioned the Sheriff in the ranking of his requests. Sheriff Wood stated the presentation was supposed to be a presentation only and not an action item at the present time. He explained they would be bringing it back at a future date for approval as it was very necessary and would be the biggest proposal they would be making around budget time.

Commissioner Pfeffer recommended the Lobbyist be involved. Commissioner Serna requested they come back to the Commission with their ICIP recommendations ranked accordingly.

20. Manager's Report

1) Security Updates – Courts (CEO Audrey Hukari) & Lincoln County

A walkthrough was done on January 3rd with the Courts, County, White Sands Construction, and APIX (security) and new quotes will be presented at the February (phase I) and March (phase II) meetings from White Sands.

2) Lodger's Tax Software

Canceling RentalScape and moving forward with Granicus. Phase I will be completed by the end of January with OpenForms.

3) LATCF Funding

a. Tyler Munis

- i. Tyler Technologies will be working with the County Manager and County Clerk to set up a meeting to discuss how Tyler can coordinate with Catalyst.**

- ii. Tyler Tech will be setting up a meeting with Granicus (Lodger's Tax) to determine how to fluidly transition data between Granicus and Tyler (between the Lodger's Tax and Assessor's etc.).
- iii. Tyler Tech will be coming out to Lincoln County on February 19th to meet with each department and talk with staff. Tyler will also present a brief demonstration to the Commission on February 20th.

4) Reorganization of County Departments

Will be presented next meeting.

5) Fire Chief Meeting

A meeting is being scheduled between Arron (OES), the Fire Chiefs, and County Manager on further discussion on ISO scores and working together on grant writing for projects such as hydrants, water storage, paid fire, and other initiatives we can do to assist with the insurance ratings. Meeting to be scheduled early February.

6) Indigent Health Program – Opioid Treatment

We finally got some estimated prices for opioid addiction and recovery treatment in the area. Scott and I will work on an ordinance update to include these prices to work with Sierra Blanca Family Medicine. The draft will be presented to Alan and SBFM prior to coming to the Board. (February meeting).

7) Director's Reports

Brianna Ventura, HR, stated there were vacancies in the Sheriff's and Road departments as well as a part time cook at the Corona Senior Center. She explained the County Manager conducted 6 interviews for the Project Manager position.

21. Lincoln County Hazard Mitigation Plan Update – 2024

- a. Presentation by the SWCA Environmental Consultants and the Lincoln County Office of Emergency Services

Brian Samson, LCOES, reviewed the final version of the Fire Mitigation plan from FEMA. Commissioner Serna would like to see a more proactive approach and would like to have the plan be used Countywide. Commissioner Fischer questioned the error messages within the document. Mr. Samson explained it was a computer processing error and they would make sure the bookmarks showed correctly.

- b. Approval of Lincoln County Multi-Jurisdictional Hazard Mitigation Plan by Resolution No. 2024-39

Motion: Adopt Resolution 2024-39 with proper edits to the draft document to clear up the processing errors, **Action:** Adopt, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

SEE EXHIBIT D: Copy of Resolution 2024-39 is attached hereto in reference thereto made a part hereof.

22. Road Department

- a. Approval of Title VI Americans with Disabilities Act (ADA) Transition Plan by Resolution No. 2024-38

Jeff Honeycutt, Road Superintendent, explained it was a boilerplate document from the State filled with information for the County. He explained he listed himself as the ADA coordinator, however that could be changed to whomever the Commissioners preferred.

Motion: Adopt Resolution 2024-38 with the change in the ADA coordinator to Makayla Zonfrilli, County Manager, **Action:** Adopt, **Moved by** Commissioner Serna, **Seconded by** Commissioner Fischer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

SEE EXHIBIT E: Copy of Resolution 2024-38 is attached hereto in reference thereto made a part hereof.

- b. Update from Wilson & Co. Fairgrounds and Water Trust Board

Eric Hamilton, Wilson & Co. Project Manager, spoke about the Magado Creek bridge and the funding application which was submitted through the Water Trust Board. He explained they received approval which moved them into phase II, so they would be working with County staff to submit the next part of the application to the Water Trust Board. Mr. Hamilton stated they expected to receive an award notification by the end of May 2024. He explained it was for a grant and loan amount of \$1,190,000 with a match of \$210,000.

- c. Update from Renegade Regarding Lower Eagle Creek

Michael Stevenson, Renegade Construction, provided an update on the Fairgrounds construction. He stated they would present flagpoles to the Cowbells for approval.

23. Lincoln County Planning Department

- a. Approval to File Solid Waste Liens:

1. Irene Howcroft and Richard Kessell (#5881)- **\$419.62**
2. Irene Howcroft and Richard Kessell (#2879)- **\$567.70**
3. Kenneth T. Dunlap & Carol A. Dunlap; Dunlap Revocable Living Trust- **\$567.70**
4. Sulema Marmolejo-**\$567.70**
5. Effie Popejoy- **\$567.70**
6. Jessica Lynne Freeman- **\$567.70**
7. David J. Hall and Alice Warder- **\$567.70**
8. The Anthony F. Spolidoro 1999 Living Trust- **\$567.70**
9. Luke Austin Griggs- **\$567.70**
10. Courtney Tate and Bill Pippin- **\$540.78**

Scott Annala, Planning Department, requested to remove #5 from the list.

Motion: Approve filing solid waste liens as presented, excluding #5, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

b. Approval of the Lodgers' Tax Requests

1. Event: **World Art Day Carrizozo 2024 - Concert**

Date of Event(s): **April 13, 2024**

Requester: **Carrizozo Music Inc.**

Amount Requested: **\$7,500.00**

2. Event: **Capitan Mountain 34 Hour**

Date of Event(s): **April 19-20, 2024**

Requester: **Wanderlust Running/Yeti Trail Runners**

Amount Requested: **\$5,000.00**

Commissioner Serna questioned the lack of detail and lack of forms included with the packet. Commissioner Fischer requested the lodgers tax requests include the additional form they approved in prior meetings so they have the additional information needed.

Motion: Approve the Lodgers' Tax requests as presented, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

24. Discussion and update on COG Grants - Dora Batista, Council of Governments (COG)

Dora Batista was unavailable so this item will be brought back at a later date.

26. Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinances

Attorney Morel stated there was nothing to schedule at this time.

27. Lincoln County Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); and Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); and Limited Personnel Matters, Section 10-15-1, Subparagraph (H)(2)

Motion: To close the meeting for the purposes of an Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); and Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); and Limited Personnel Matters, Section 10-15-1, Subparagraph (H)(2), **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Chair Proctor recessed the Regular Meeting and convened the Closed Session at 12:16 PM.

New or Updated Matters since last report *

1. **Board of County Commissioners of Lincoln County v. Roger Romero D-1226-CV-2018-00055** Complaint for Foreclosure. Complaint was filed February 20, 2018. Defendant Roger Romero filed an Answer to the Complaint asserting a Counterclaim to be filed in the U.S. District Court on April 2, 2018. A Judicial Inquiry Hearing took place September 4, 2018. The case is still pending.

2. **Roger Romero v. State of New Mexico – D-1226-CV-2018-00113 (Underlying Cases are: Board of County Commissioners of Lincoln County v. Roger Romero, D-1226-CV-2018-00055, and State of N.M. v. Roger Romero M-30-MR-2016-00142)** A Petition for Writ of Habeas Corpus was filed requesting that the Judgment & Sentence entered by Judge Vega in Cause No. M-30-MR-2016-00142 be vacated and set aside. George Romero's Answer to Complaint and Counterclaim was filed April 30, 2018 in Cause No. D-1226-CV-2018-00055. On February 26, 2019, an Order Setting Aside Conviction was entered by Judge Counts.

On March 25, 2019, a Notice of Appeal was filed with the N.M. Supreme Court, Case No. S-1-SC-37602 On January 8, 2021, the Supreme Court entered its Dispositional Order of Transfer transferring the case to the Court of Appeals for consideration and review.

On January 28, 2021, a Dispositional Order was entered transferring the case to the NM Court of Appeals for consideration and review. Case No. A-1-CA-39446 On December 8, 2022, the case was submitted to a 3 Judge Panel for a decision and, the case is still pending.

3. **Romero, et al. v. Stone, et al, Cause No. D-1226-CV-2019-00271** Request for Appointment of Guardian Ad Litem for Plaintiffs and Complaint for Violation of Civil and Constitutional Rights, Negligence, Prima Facie Tort and Wrongful Taking was filed on October 9, 2019 along with a Jury Demand. Lisa B. Riley is the presiding Judge. The case is still pending.

4. **Brd. of County Commissioners of Lincoln County v. Amerisourcebergen Drug Corp., et. al – U.S. Dist. Court Case No. 2:19-cv-00462** – Complaint for Public Nuisance, Violations of Racketeer Influenced and Corrupt Organizations Act (RICO)... filed on May 20, 2019 by Attorneys Robles, Rail & Anaya, P.C., et. al. After receiving no oppositions to the transfer of the case, on June 17, 2019, the case was transferred to the Northern District of Ohio noting that as of December 5, 2017, 1,534 cases have been transferred to Ohio for further proceedings. Settlement has been reached with some of the Defendants and, Lincoln County has begun receiving payments from some of the settling Defendants. The case is still pending.

5. **Greentree Solid Waste Authority v. Lincoln County, Cause No. D-1226-CV-2014-00095** – Compromise and Settlement Agreement and Release executed on December 17, 2015.

6. ***Debra Wilcox v. Board of County Commissioners, Deputy Samuel C. Hanna, Caroline McCoy and Former Sheriff Robert Shepperd, Cause No. D-1215-CV-2021-00574** Complaint for Damages was filed on the 2nd day of September, 2021 by Steven Sanders alleging personal injury resulting from an improper and grossly negligent investigation and for "malicious abuse of process". County Defendants were served on November 2, 2021. On December 12, 2023, County Defendants filed their Motion for Summary Judgment. The case is still pending.

7. **Eby Revocable Trust AND William R. Moser v. Lincoln County Assessor, et al, Cause No. D-1226-CV-2021-0260** A Notice of Appeal of Decision of Tax Protest Board was filed on the 14th day of December, 2021 by Attorney Zach Cook. On January 27, 2022, New Mexico Counties assigned Attorney Daniel Macke to represent Lincoln County. The case is still pending.

8. **Crystal Buster v. Board of County Commissioners for Lincoln County, Correctional Solutions Group, LLC, et al, Cause No. 2:21-cv-01208** A Complaint for Recovery of Damages Caused by the Deprivation of Civil Rights with a Jury Demand was filed on the 12th day of December, 2021, by Coyte Law P.C., and the Law Offices of Matthew Vance, P.C. The case is still pending.

9. **Lionel Burns v. Lincoln County Sheriff's Department; Deputy Daniel Brawley; in their individual and official capacities, and Rhonda Burns, Cause No. D-1226-CV-2022-00032** A Complaint for Damages was filed on the 4th day of March, 2022, by Clayton E. Crowley, Esq. and Joseph J. Gribble, Esq.

On April 22, 2022 the case was removed to the U.S. District Court for the District of New Mexico, Cause No. 1:22-cv-000304. The case is still pending.

10. **Rosarita Brady, et al v. The Board of County Commissioners of the County of Lincoln, et al, Cause No. D-1226-CV-2022-00199** A Verified Complaint was filed by Attorneys Alexandra Bobbit and McKenzie St. Denis on the 27th day of September, 2022. Lincoln County was served on the 22nd day of November, 2022. Lincoln County Defendants filed their Motion to Dismiss in Lieu of an Answer to the Complaint on the 6th day of January, 2023. A hearing on Defendants' Motion to Dismiss took place on May 1, 2023. A ruling on the Motion to Dismiss has yet to be entered.

11. ***Board of County Commissioners of Catron County, et al v. Secretary Robert E. Doucette, Jr., Cause No. D-725-CV-2023-00085**. A Complaint for Declaratory Judgment was filed on June 30, 2023 requesting that GSD's Health Plan Assessments to Counties are unconstitutional and void. Petitioners filed their Motion for Summary Judgment on November 3, 2023 and Respondent has also filed a Counter-Motion for Summary Judgment. A hearing on the Motion and Counter-Motion took place on December 18, 2023. As of January 9, 2024, a ruling on the Motion for Summary Judgment had not been entered. The case is still pending.

12. ***Brandon A. Gonzales and Kevin D. Trapp, on behalf of themselves and other similarly situated v. Lincoln County Board of County Commissioners, and Lincoln County Sheriff's Office, Michael Wood, John Doe #1, John Doe #2, Cause No. D-1226-CV-2023-00192** A Complaint alleging improper oaths of office given to the Sheriff, Sheriff's Deputies, for false arrest, false imprisonment, and denial of due process as guaranteed by the NM Constitution was filed on July 28, 2023 by Attorneys Lauren Temple and Luke Ragsdale. A hearing on Defendants' Motion to Dismiss took place on December 15, 2023 at 3:00 p.m. As of January 9, 2024, a ruling on the Motion to Dismiss had not been entered. The case is still pending.

13. **KC Dorgan and Sara Cummins v. Deputy Levi Wrye, Yancy Darby, Matthew Cude and Lincoln County Sheriff's Department, Cause No. D-1226-CV-2023-00147** A Third-Party Complaint was filed by Third-Party Plaintiffs, KC Dorgan and Sara Cummins, on July 25, 2023 by Attorneys Freda Howard McSwane, and Edward Dev Bunn, Jr. alleging negligent infliction of emotional distress, violation of due process rights, and loss of financial resources. Lincoln County Defendants filed their Motion to Dismiss Third-Party Complaint on September 13, 2023. A hearing

on County Defendants' Motion to Dismiss is scheduled to place on January 31, 2024 at 1:30 p.m.
The case is still pending.

Tort Claims Notices Received or Threatened

2023

Ornelas, Mark – Tort Claim Notice received on January 4, 2023, alleging injuries sustained on October 11, 2022, as a result of an automobile accident / rollover of the Detention Center Transport Van owned by Lincoln County while being transported from Eddy County Detention Center to Lincoln County Detention Center.

Booth, Marcus – Tort Claim Notice received January 26, 2023, alleging injuries sustained by Claimants head due to the actions by staff of the Lincoln County Detention Center and staff's refusal to take Claimant for medical treatment.

Ramos, Heber – Tort Claim Notice received on February 17, 2023, alleging Civil Rights Violations and injuries sustained while Mr. Ramos was incarcerated at the Lincoln County Detention Center.

Smoley, Cinthia – Tort Claim Notice received February 24, 2023, [Claimant also sent the Tort Claim directly to New Mexico Counties Claims Department] alleging that beginning on November 28, 2022, she was subjected to a conspiracy of constitutional deprivations when she was unlawfully removed from her home at 105 Bluebird Lane, Ruidoso, NM. Her claims include that: she sustained injuries while being detained, she was abused during her incarceration at the Lincoln County Detention Center, she was assigned a Public Defender without her consent, and that all of her pets were immediately euthanized by the Lincoln County Humane Society the day of her arrest. Claimant has named the following agencies in her claim: Twelfth Judicial District Court, Lincoln county Sheriff's Office, Ruidoso Police Department, New Mexico State Police, Ruidoso Animal Control, Lincoln County Animal Control, Humane Society, Lincoln County Magistrate Court Judge, Katie Lund.

Smoley, Robert – Tort Claim Notice received February 24, 2023, [Claimant also sent the Tort Claim directly to New Mexico Counties Claims Department] alleging that beginning on November 28, 2022, he was subjected to a conspiracy of constitutional deprivations when he was unlawfully removed from his sister's home at 105 Bluebird Lane, Ruidoso, NM where is resided. His claims include that he was abused during his incarceration at the Lincoln County Detention Center, he was assigned a Public Defender without his consent, and that all of his pets were immediately euthanized by the Lincoln County Humane Society the day of his arrest. Claimant has named the following agencies in his claim: Twelfth Judicial District Court, Lincoln county Sheriff's Office, Ruidoso Police Department, New Mexico State Police, Ruidoso Animal Control, Lincoln County Animal Control, Humane Society, Lincoln County Magistrate Court Judge, Katie Lund.

Provine, Allison – Tort Claim Notice received March 14, 2023, referencing the Lincoln County Sheriff's Office stating: "faulty tail light"

Mendoza, George – Tort Claim Notice received March 20, 2023, alleging that on or about December 10, 2022, Lincoln County Medical Center and/or its agents fell below the standard of care resulting in injuries and damages to Claimant.

Soden, Sue – Tort Claim Notice received March 31, 2023, alleging that on or about March 1, 2022 and continuing thereafter to on or about April 12 and May 5, 2022, Lincoln County Medical Center and/ or its agents fell below the standard of care resulting injuries and damages to Claimant.

Vargas, Luis A. – Tort Claim Notice received June 7, 2023, alleging personal injuries sustained during a motor vehicle collision as a result of a large pothole. Claimant alleges that the Village of Ruidoso, Lincoln County and/or the State of New Mexico may have an exposure for liability in connection with this loss.

Sambrano, Patrick – Tort Claim Notice and Intent to Sue received August 4, 2023, alleging violation of Claimant's 5th and 6th Amendments of the U.S. Constitution, violations of Article II, Section 10, 13, 14, and 18 of the NM Constitution, false reporting, and indifference to the impact and consequences of Claimant's arrest based on false pretenses, and detained for 72 days before his arraignment.

Wall, Ronald Gordon – Tort Claim Notice received September 28, 2023 alleging that Lincoln County Medical Center, by and through its employees, acted under the standard of care resulting in Mr. Wall's death on July 9, 2023.

2022

Schwartz, Neil – Tort Claim Notice received on February 10, 2022 alleging malicious and/or tortious actions and/or omissions by the State of New Mexico, the Lincoln County Sheriff's Department, the New Mexico State Police, and the Twelfth Judicial District Attorney's Office resulting in damages to Claimant including, but not limited to, infliction of mental pain and suffering, injuries to Claimant's reputation, and current and future loss of earnings.

Downs, Barbara – Tort Claim Notice received May 6, 2022 alleging improper road and/or waterline maintenance resulting in a vehicle collision due to the icy road at the intersection of Sudderth Drive and Paradise Canyon in Ruidoso, New Mexico. A 2nd Tort Claim Notice was received on May 9, 2022 for a separate source with the same allegations as those set out in the May 6, 2022 notice.

McMinn, David – Tort Claim Notice received on July 6, 2022, alleging multiple, serious issues due to the use of excessive force by BIA law enforcement who may have been agents of or acting on behalf of the Village of Ruidoso, Ruidoso Police Department, Lincoln County, N.M. State Police and the State of New Mexico.

New Mexico Boys and Girls Ranches, Inc. and its Employee, Bridgman, Ted – Tort Claim Notice received on August 9, 2022, alleging violation of civil rights and tort claims act, including a demand to cease and desist and the return of promotional materials confiscated by County representatives at the Lincoln County Fair.

Estates of Wesley Clark and Linda Clark – Tort Claim Notice received on October 11, 2022 alleging wrongful deaths as a result of the McBride Fire due in part to faulty siren warning systems.

Chair Proctor adjourned the Closed Session and reconvened the Regular Meeting at 1:36 PM.

Commissioner Fischer attested matters discussed in the closed meeting were limited to those specified in the motion for closure or in the notice of separate closed meeting and no action was taken.

16. Lincoln County Detention Center- Continued

b. Request for Proposal – Plumbing

Chair Proctor explained there was additional information which was received pertaining to the request for proposal.

Motion: Approve the issuance of an RFP consistent with the scope of work already in the hands of the procurement officer, which was presented to the Commissioners, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner Serna.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

28. Approval of Prior Year Invoices

1. Jarmie & Rogers, P.C.
 - a. Invoice #1993 - **\$1,560.95**
 - b. Invoice #2206 - **\$2,413.60**
 - c. Invoice #2072 - **\$9,428.71**
 - d. Invoice #2130 - **\$12,197.92**
- TOTAL AMOUNT - \$25,601.18**

Motion: Approval to pay the prior year invoices to Jarmie & Rogers, PC in the amount of \$20,000,

Action: Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Pfeffer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

29. Signing of Official Documents

30. Next meeting:

- a. February 20, 2024, Regular Commission Meeting

31. Adjourn

Motion: Adjourn, **Action:** Adjourn, **Moved by** Commissioner Serna, **Seconded by** Commissioner Pfeffer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

There being no further business to come before the Board of County Commissioners, Chair Proctor adjourned the meeting at 1:39 PM.

Respectfully submitted by,
Shannan Hemphill
Lincoln County Clerk



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 7

SUBJECT:

Approval of Consent Agenda

- a. Payroll/Accounts Payable/Budget/ Expenditures
- b. Treasurer's Financial Report for the Month ending January 31, 2024
- c. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
- d. Approval or Disapproval of the 2024 Annual Certified County Maintained Mileage Report Due April 1, 2024
- e. Approval of Resolution 2024-44 Certification of Road Mileage (Annual)
- f. Approval of the HIDTA Agreement (MOU) Between Otero County, City of Alamogordo, Village of Ruidoso, 12th District Attorney, and the County of Lincoln Regarding the Continued Development, Implementation, and Operation of the White Mountain Drug Task Force, Funded and Staffed, and Operated by the Parties Herein.

Tuesday, February 20, 2024



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

ACCOUNTS PAYABLE and PAYROLL

The following claims or bills on file with the office of the Lincoln County Manager were examined and approved as paid with checks hereof drawn upon the various County funds according to the check register covering the period from January 1, 2024 through January 31, 2024 in the amount of \$2,462,382.24.

NOW, THEREFORE, the above bills are hereby approved.

ADOPTED, PASSED AND SIGNED the 20th of February, 2024.

BOARD OF COMMISSIONERS LINCOLN COUNTY, NEW MEXICO

Todd F. Proctor, Chairman For/Against

Jon F. Crunk, Vice Chairman For/Against

Samantha J. Serna, Member For/Against

Pierre S. Pfeffer, Member For/Against

Mark Fischer, Member For/Against

ATTEST:

Shannan Hemphill, County Clerk



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 7c

February 9, 2024

MEMORANDUM

TO: County Commissioners

FROM: Scott Annala, Healthcare Assistance Program Manager

SUBJECT: Safety Net Care Pool & Indigent Health Care Claims

Purpose: To obtain the approval from the IHC Board of Safety Net Care Pool Authorizations, and the Indigent Health Care (IHC) Payments.

Discussion:

Safety Net Care Pool Authorizations: This month our coordinator processed four (4) claims. Three (3) are recommended for approval and one (1) is recommended for disapproval. If approved, the total recommended authorization this month is \$3,766.84.

Indigent Health Care Claims: This month our coordinator did not receive any claims to process. Enclosed is a year-to-date summary of claims processed. Also enclosed is a summary of total claims approved and denied, for the month of February.

Manager's Analysis – For the last two years, the average Indigent Health Care monthly payments were \$2,288 and \$509.81 respectively. The FY 22-23 year-end total was \$6,117.75. To date, the total expenditure is \$11,639.03 or an average of \$1,454.88. At this pace we will spend a total of \$17,458.55, for the year on the indigent claim line item.

Similarly, for the last two fiscal years, the total Commission-approved Safety Net Care Pool Claims were \$49,213.39 and \$42,943.06 respectively. The FY 22-23 monthly average was \$3,578.59. To date, the total authorization is \$55,205.76.

Special Note –All claims in this report are from the current fiscal year.

Recommendation: Approve the claims as indicated for the Safety Net Care Pool report and the Indigent Health Care Program report.

Approved: _____

Todd Proctor

Tuesday, February 20, 2024

SCP / SAFETY NET CARE POOL CLAIMS FISCAL YEAR 2023 - 2024

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR	\$51,438.92
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ADJUSTMENTS

TOTAL ADJUSTMENTS:	\$0.00	\$0.00
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FEBRUARY # CLAIMS FOR APPROVAL	3
# CLAIMS FOR DENIAL	1
FEBRUARY # TOTAL CLAIMS	4

FEBRUARY TOTAL \$ AMOUNT APPROVED	\$3,766.84
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TOTAL # CLAIMS THIS FY APPROVED	46
TOTAL # CLAIMS THIS FY DENIED	9
TOTAL # CLAIMS FY 2023 - 2024	55

TOTAL APPROVED THIS FISCAL YEAR	\$55,205.76
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FACILITY: LINCOLN COUNTY MEDICAL CENTER 02/20/2024 THROUGH 02/20/2024

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
23265	01/01/2024	3304.00	2544.08	077%
23266	01/01/2024	239.00		000%
DATE OF SERVICE NOT ELIGIBLE FOR PAYMENT				
23267	12/31/2023	1498.00	1153.46	077%
23268	12/14/2023	90.00	69.30	077%
			3766.84	

APPROVED- 3 REJECTED- 1

INDIGENT HEALTH CARE CLAIMS

FISCAL YEAR 2023 - 2024

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$11,639.03

ADJUSTMENTS

TOTAL ADJUSTMENTS:

FEBRUARY # CLAIMS FOR APPROVAL	0
# CLAIMS FOR DENIAL	0
FEBRUARY # TOTAL CLAIMS	0

FEBRUARY TOTAL \$ AMOUNT APPROVED

TOTAL # CLAIMS THIS FY APPROVED	5
TOTAL # CLAIMS THIS FY DENIED	9
TOTAL # CLAIMS FY 2023 - 2024	14

CURRENT TOTAL APPROVED THIS FISCAL YEAR

\$11,639.03

*Assuming the above is approved

YTD

INDIGENT FUND MEETING

FEBRUARY 20, 2024

TOTAL APPLICATIONS	69	66,844.79
TOTAL APPROVED	51	
TOTAL DENIED	18	

ALBUQUERQUE		
ANESTHESIA ASSOCIATES OF NM		66.75
APPROVED-	1	
DENIED-		

ALAMOGORDO		
GERALD CHAMPION REGIONAL MED CTR		11,572.28
APPROVED-	4	
DENIED-	2	

RUIDOSO		
LC AMBULANCE-PRES HEALTH SVCS		
APPROVED-		
DENIED-	5	

RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		55,205.76
APPROVED-	46	
DENIED-	9	

ALBUQUERQUE		
PRESBYTERIAN HOSPITAL		
APPROVED-		
DENIED-	2	

INDIGENT FUND MEETING

FEBRUARY 20, 2024

TOTAL APPLICATIONS	4	3,766.84
TOTAL APPROVED	3	
TOTAL DENIED	1	

RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		3,766.84
APPROVED-	3	
DENIED-	1	

LINCOLN COUNTY AGENDA REQUEST FORM

Department: _____

Department Head/Elected Official/Employee: _____

Date of Request: _____

Date of Agenda: _____

Will the Agenda Item require an RFP, quotes, formal bids, etc.? _____

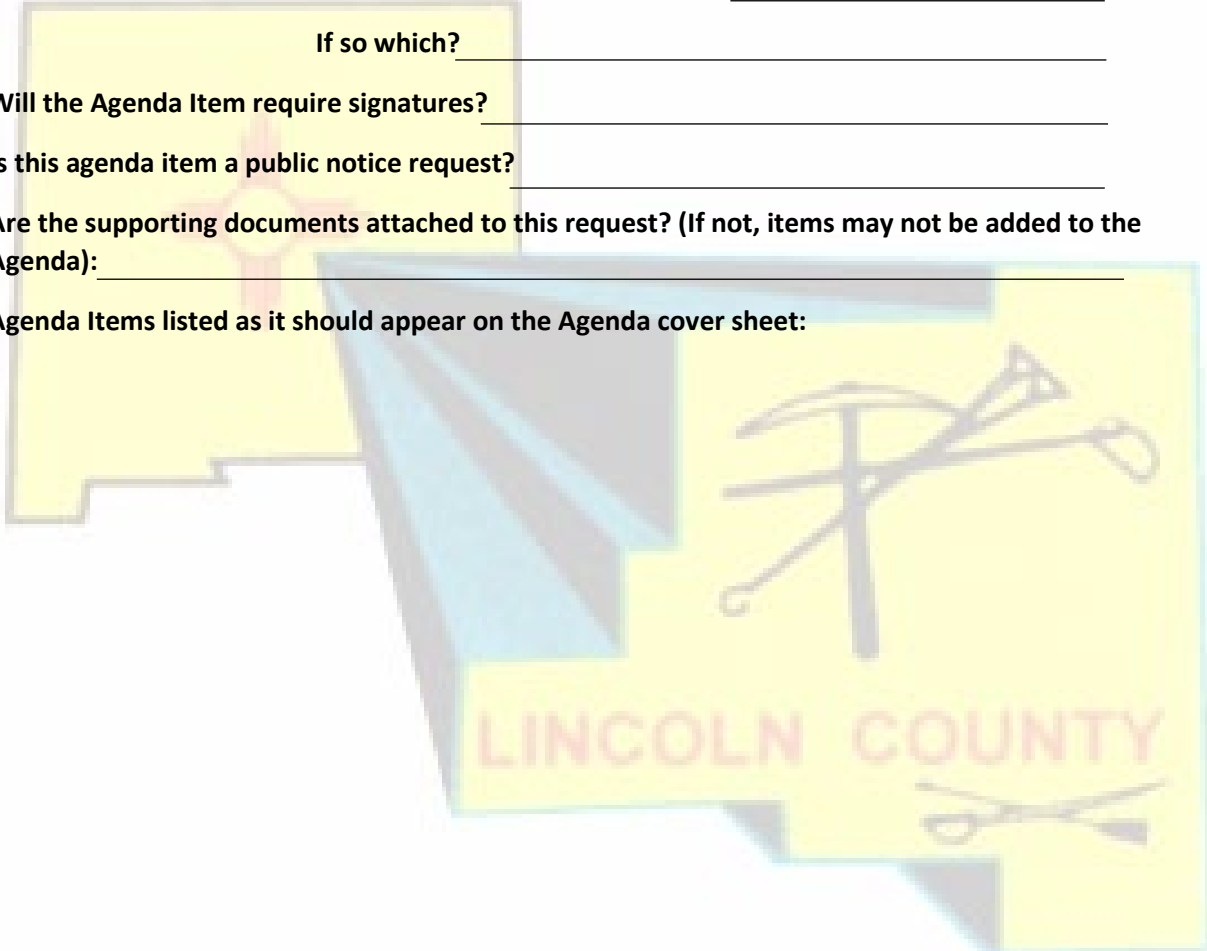
If so which? _____

Will the Agenda Item require signatures? _____

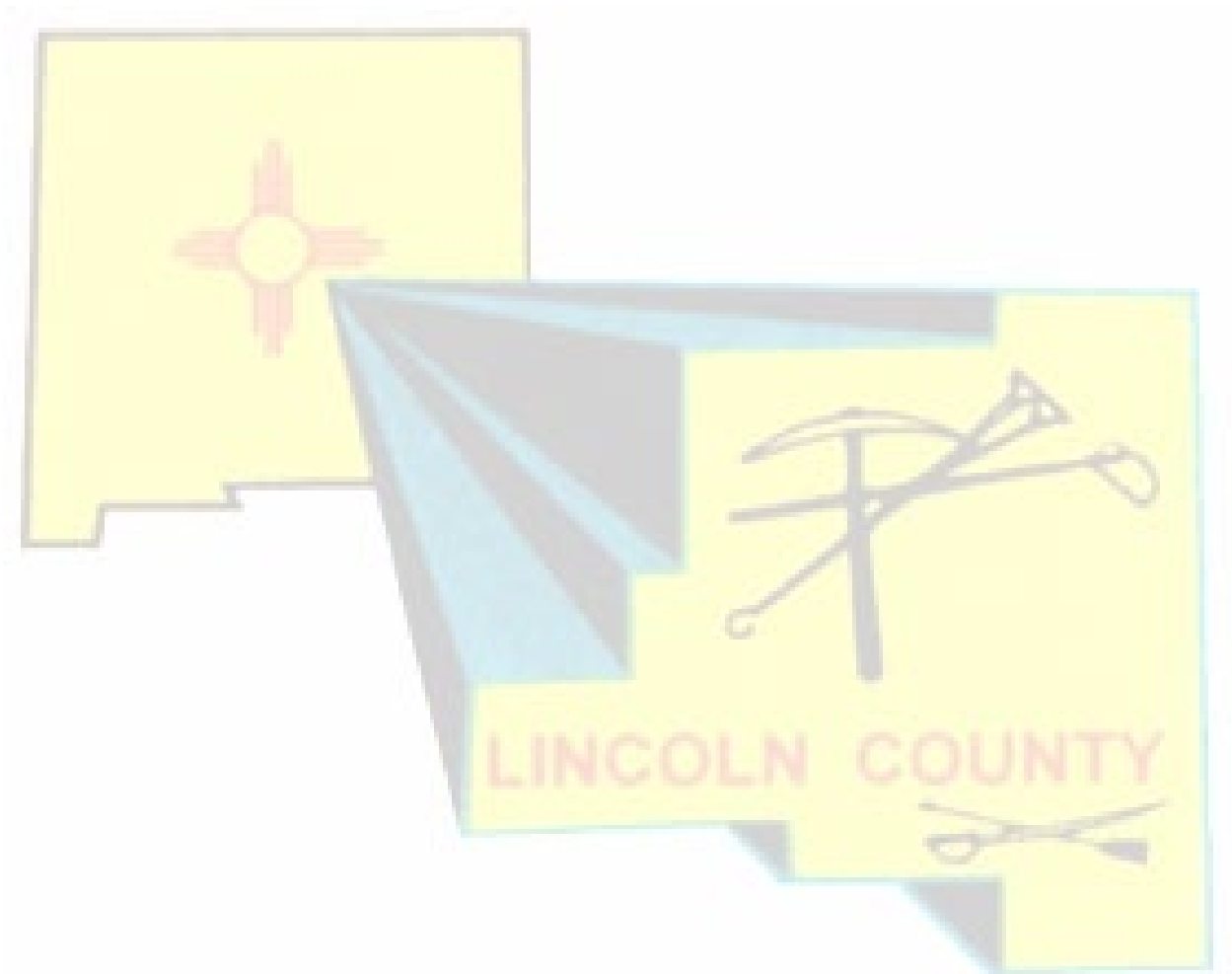
Is this agenda item a public notice request? _____

Are the supporting documents attached to this request? (If not, items may not be added to the Agenda): _____

Agenda Items listed as it should appear on the Agenda cover sheet:

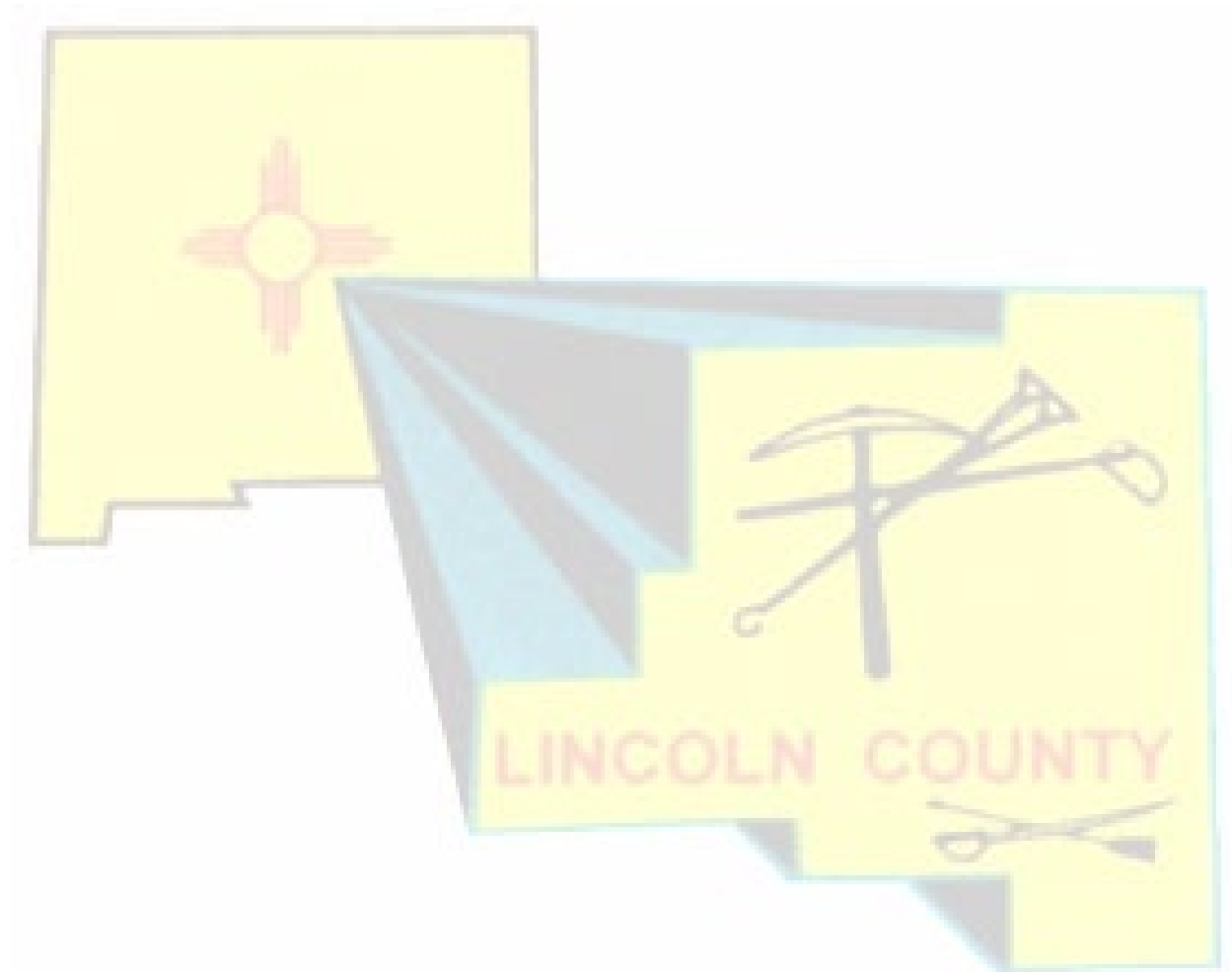


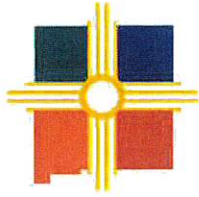
Brief Description of each Agenda Item:



Requested motion for each Agenda Item:

History, additional page space, or background information (as necessary) for each Agenda Item (use additional pages as needed):





New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

Received by Lincoln County

JAN 04 2024

FINANCE DEPARTMENT

January 2, 2024

Ms. Makayla Zonfrilli
Lincoln County Manager
P.O. Box 711
Carrizozo, NM 88301

Re: April 1st Submission of the 2024 Annual Certified County Maintained Mileage Report

Dear Ms. Zonfrilli:

This is notification that the **2024 Annual Certified County Maintained Mileage Report is due on April 1st, 2024**. Pursuant to New Mexico Statutes 67-3-28.3, the Board of County Commissioners of each county shall certify and submit an Annual Certified County Maintained Mileage Report to the Secretary of the New Mexico Department of Transportation (NMDOT), on or before April 1st of each year.

By July 1st of each year, representatives for the Cabinet Secretary of the NMDOT shall verify the submittal of each county and revise, if necessary, the total mileage of public roads maintained by each county. The mileage acknowledged by these representatives, shall be the official mileage of the public roads maintained by each county and will be reported to the New Mexico State Treasurer's Office. After August 1st, distribution of funding to each county for road maintenance purposes shall be made in accordance with the aforementioned NMSA section.

Pursuant to New Mexico Statutes 67-3-28.3, any county not complying with the required certified submittal by April 1st of each year, will have their mileage estimated and then reduced by one-third each month for that fiscal year, by the Secretary of the NMDOT. The amount of mileage deducted from the counties not in compliance, shall be equally distributed between all counties in compliance, by the Secretary of the NMDOT.

Please submit a package to include an Administrative Resolution and either a hard copy or a digital spreadsheet or document that was used to generate a Route Listing and County Map(s). The digital data can be provided on a CD or thumb drive and should be in a standard application format such as pdf., MS Excel, or MS Word. **Please submit your map(s) in hard copy or high-definition pdf. format only. Please do not submit GIS shapefiles.**

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Please adhere to the following guidelines for submitting the following required information.

1. An Administrative Resolution signed and dated by the county commissioners, specifying the total maintained mileage for the current year.
2. A Route Listing identifying each county-maintained route and including the following: 1.) County road name and/or county road number (in alpha, numeric, or alphanumeric order); 2.) Route description with the beginning and ending termini of each maintained route; 3.) Total length of the maintained mileage for each road in tenths, hundredths, or thousandths of a mile, (not in feet); 4.) Roadway width (in feet); 5.) Surface type (i.e., paved, graveled, dirt); 6.) Subtotals of the maintained mileage for each section or district; 7.) Grand total for the entire submittal.
3. A Legible County Map with correctly plotted routes and identification for each route, by name and/or number (highlighted if possible), corresponding to the above-mentioned Route Listing. **Please submit your map(s) in hard copy or high-definition pdf. format only. Please do not submit GIS shapefiles.**

For legal purposes, please ensure that the Administrative Resolution, the Route Listing, and the Map are labeled with the corresponding year of the submittal.

Your prompt response on the certification and submittal of your county-maintained mileage report is imperative for funding of your county road maintenance programs. Please mail or deliver these documents by April 1st, 2024, to:

Randy Pino
New Mexico Department of Transportation
Capital Programs/Investment Division, SB-2
P.O. Box 1149
Santa Fe, NM 87504-1149

E-Mail: Randy.Pino@dot.nm.gov

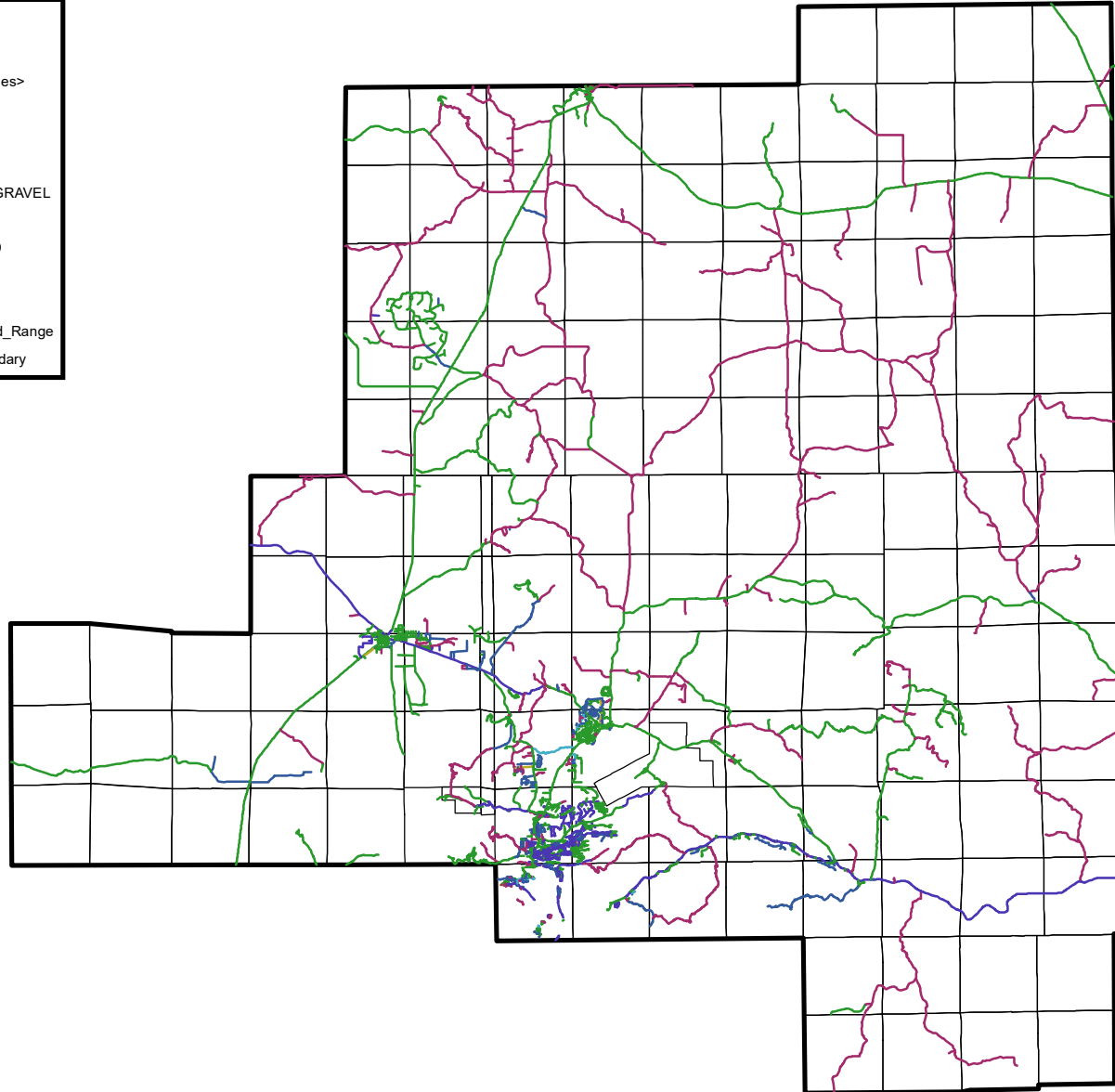
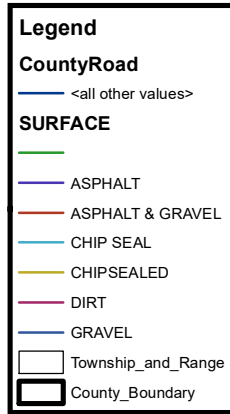
If you have any questions or concerns, or if I can provide any additional information, please do not hesitate to contact me. You can contact me at the above mailing and e-mail addresses.

Sincerely:



Randy Pino, Engineer Manager Supervisor II.

LINCOLN COUNTY MILEAGE MAP 2024



RDNAME	ALIAS	COMM	SURFACE	Width	Classifi	Len_mile
18th St	A009	CARRIZOZO	CHIPSEALED	22	COUNTY ROAD	1.097378000
9h6 Rd	B008	CAPITAN	DIRT	16	COUNTY ROAD	3.140627000
AERIE TRL		NOGAL	GRAVEL	24	COUNTY ROAD	0.325981000
Airport St	A007	CARRIZOZO	ASPHALT	24	COUNTY ROAD	0.115903000
Airport St	A007	CARRIZOZO	ASPHALT	24	COUNTY ROAD	0.124526000
AIRPORT ST	A007	CARRIZOZO	ASPHALT	24	COUNTY ROAD	0.738572000
Alamo Canyon Rd	STATE HWY 395	TINNIE	GRAVEL	24	COUNTY ROAD	9.369832000
Alpine Meadows Trl	SUN VALLEY TRL	RUIDOSO	GRAVEL	22	COUNTY ROAD	0.070774000
Alpine Meadows Trl	SUN VALLEY TRL	RUIDOSO	GRAVEL	22	COUNTY ROAD	0.255142000
Alpine Meadows Trl	SUN VALLEY TRL	RUIDOSO	GRAVEL	22	COUNTY ROAD	0.103626000
Alpine Meadows Trl	SUN VALLEY TRL	RUIDOSO	GRAVEL	22	COUNTY ROAD	0.171263000
Alpine Village Rd		RUIDOSO	GRAVEL	24	COUNTY ROAD	0.107863000
Alpine Village Rd		RUIDOSO	GRAVEL	24	COUNTY ROAD	0.274370000
Alpine Village Rd		RUIDOSO	GRAVEL	24	COUNTY ROAD	0.140124000
Alpine Village Rd		RUIDOSO	GRAVEL	24	COUNTY ROAD	0.191114000
Alpine Village Rd		RUIDOSO	GRAVEL	24	COUNTY ROAD	0.075065000
Alpine Village Rd		RUIDOSO	GRAVEL	24	COUNTY ROAD	0.136496000
Alpine Village Rd		RUIDOSO	GRAVEL	24	COUNTY ROAD	0.083994000
Alpine Village Rd		RUIDOSO	GRAVEL	24	COUNTY ROAD	0.422779000
Alta Vista Cir		ALTO	GRAVEL	21	COUNTY ROAD	0.054974000
Alta Vista Cir		ALTO	GRAVEL	21	COUNTY ROAD	0.451274000
Altamira Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.025346000
Altamira Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.580858000
Altamira Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.409613000
Altamira Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.068732000
Alto Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.100615000
Alto Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.196945000
Alto Mesa Rd		ALTO	ASPHALT	20	COUNTY ROAD	0.062987000

Alto Mesa Rd		ALTO	ASPHALT	20	COUNTY ROAD	0.264790000
Alto Mesa Rd		ALTO	ASPHALT	20	COUNTY ROAD	0.126838000
Anaya Rd	E025	TINNIE	GRAVEL	18	COUNTY ROAD	0.118865000
Ancho Rd	A036	ANCHO	DIRT	18	COUNTY ROAD	0.202195000
Ancho Rd	A036	ANCHO	DIRT	18	COUNTY ROAD	8.215334000
Ancho Rd	A036	ANCHO	DIRT	18	COUNTY ROAD	5.250372000
Angus Rd	C026	ANGUS	GRAVEL	22	COUNTY ROAD	0.300597000
Annie Oakley Ct		ALTO	GRAVEL	24	COUNTY ROAD	0.042044000
Antelope Trl		NOGAL	GRAVEL	22	COUNTY ROAD	0.715958000
Antelope Trl		NOGAL	GRAVEL	22	COUNTY ROAD	0.728054000
Antelope Trl		NOGAL	GRAVEL	22	COUNTY ROAD	0.230681000
Antler Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.266426000
Antler Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.067401000
Antler Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.132063000
Antler Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.212399000
Antler Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.221359000
Antler Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.041788000
Antler Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.055586000
Apache Trl		RUIDOSO	DIRT	12	COUNTY ROAD	0.216407000
Apache Trl		RUIDOSO	DIRT	12	COUNTY ROAD	0.009436000
Apple Blossom Rd		RUIDOSO DOWNS	CHIP SEAL	20	COUNTY ROAD	0.123633000
Arabela Rd	E044	ARABELA	DIRT	16	COUNTY ROAD	2.889392000
Aristeo Rd	E009	SAN PATRICIO	GRAVEL	18	COUNTY ROAD	0.199978000
ARRIBA DR		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.154440000
Arrowhead Rd		RUIDOSO DOWNS	GRAVEL	24	COUNTY ROAD	0.101027000
Aschoff Trl	NORTH RD	RUIDOSO	DIRT	16	COUNTY ROAD	0.370059000
Bache St		ALTO	GRAVEL	18	COUNTY ROAD	0.084982000
BADGER CT	MESA DR	ALTO	GRAVEL	18	COUNTY ROAD	0.071736000
Bancroft Rd	CENTER DR	CAPITAN	CHIP SEAL	22	COUNTY ROAD	0.057013000

Bancroft Rd	CENTER DR	CAPITAN	CHIP SEAL	22	COUNTY ROAD	0.458356000
Bancroft Rd	CENTER DR	CAPITAN	CHIP SEAL	22	COUNTY ROAD	0.132770000
Bancroft Rd	CENTER DR	CAPITAN	CHIP SEAL	22	COUNTY ROAD	0.150003000
Bancroft Rd	CENTER DR	CAPITAN	CHIP SEAL	22	COUNTY ROAD	0.050257000
Bancroft Rd	CENTER DR	CAPITAN	CHIP SEAL	22	COUNTY ROAD	0.184239000
Bancroft Rd	CENTER DR	CAPITAN	CHIP SEAL	22	COUNTY ROAD	0.419069000
Bancroft Rd	CENTER DR	CAPITAN	CHIP SEAL	22	COUNTY ROAD	0.156923000
Bancroft Rd	CENTER DR	CAPITAN	CHIP SEAL	22	COUNTY ROAD	0.039711000
Bancroft Rd	CENTER DR	CAPITAN	CHIP SEAL	22	COUNTY ROAD	0.125553000
Barney Luck Trl	SOUTH RD	RUIDOSO	DIRT	16	COUNTY ROAD	0.235904000
Barney Luck Trl	SOUTH	RUIDOSO	DIRT	16	COUNTY ROAD	0.031802000
Barney Luck Trl	SOUTH RD	RUIDOSO	DIRT	16	COUNTY ROAD	0.070847000
Barney Luck Trl	SOUTH RD	RUIDOSO	DIRT	16	COUNTY ROAD	0.217860000
Base Rd	C003/FS338	CAPITAN	DIRT	16	COUNTY/FOREST	0.311839000
Basin St		CARRIZOZO	GRAVEL	24	COUNTY ROAD	0.784583000
BASIN ST		CARRIZOZO	GRAVEL	24	COUNTY ROAD	1.337142000
BASIN ST		CARRIZOZO	GRAVEL	24	COUNTY ROAD	0.474736000
Bent Tree Ct	MASHIE CT	ALTO	ASPHALT	20	COUNTY ROAD	0.043766000
Berry Ct	HOLLY CT	ALTO	ASPHALT	20	COUNTY ROAD	0.066088000
BIG BEAR PL		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.068468000
Big Horn Ct		ALTO	ASPHALT	20	COUNTY ROAD	0.041669000
BIG PINES PL	TALL PINES PL	RUIDOSO	GRAVEL	15	COUNTY ROAD	0.068052000
Big Sky Ln	SIERRA DR -	ALTO	GRAVEL	18	COUNTY ROAD	0.191264000
Billy The Kid Ct	N BILLY THE KID CT	ALTO	GRAVEL	24	COUNTY ROAD	0.033832000
Billy The Kid Ct	S BILLY THE KID	ALTO	GRAVEL	24	COUNTY ROAD	0.039016000
Biscuit Hill Rd		RUIDOSO DOWNS	CHIP SEAL	24	COUNTY ROAD	0.205253000
Biscuit Hill Rd	E002	RUIDOSO DOWNS	CHIP SEAL	24	COUNTY ROAD	0.024092000
Biscuit Hill Rd	E002	RUIDOSO DOWNS	CHIP SEAL	24	COUNTY ROAD	0.282698000
Black Hawk Rd		RUIDOSO	GRAVEL	15	COUNTY ROAD	0.099638000

BLACK HAWK RD		RUIDOSO	GRAVEL	15	COUNTY ROAD	0.077205000
BLACK HORSE TRL	C009	CAPITAN	DIRT	16	COUNTY ROAD	0.211235000
Blackfoot Ct		ALTO	GRAVEL	24	COUNTY ROAD	0.132525000
Blackwater Draw Rd	E039	ARABELA	DIRT	18	COUNTY ROAD	5.452950000
Blazing Star Trl	PINON DR	ALTO	ASPHALT	20	COUNTY ROAD	0.085408000
Blazing Star Trl	PINON DR	ALTO	ASPHALT	20	COUNTY ROAD	0.063697000
Blazing Star Trl	PINON DR	ALTO	ASPHALT	20	COUNTY ROAD	0.067836000
Blazing Star Trl	PINON DR	ALTO	ASPHALT	20	COUNTY ROAD	0.236689000
BLIND LN	B030	PINE LODGE	DIRT	20	COUNTY ROAD	2.316671000
Block Ranch Rd	B003	CAPITAN	DIRT	18	COUNTY ROAD	2.111256000
Blue Grouse Ln	SPRUCE LN	ALTO	ASPHALT	20	COUNTY ROAD	0.158617000
Blue Ridge Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.175196000
Bluebelle Ln		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.258288000
Bluebelle Ln		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.052128000
Bluebonnet Ln		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.124283000
BLUEWATER SPRING RD	E042	ARABELA	DIRT	18	COUNTY ROAD	1.332516000
Bluff Rd	SCENIC DR	RUIDOSO	DIRT	12	COUNTY ROAD	0.168786000
Bluff Rd	SCENIC DR	RUIDOSO	DIRT	12	COUNTY ROAD	0.011011000
Bobcat Trl	BUCK DR	ALTO	ASPHALT	20	COUNTY ROAD	0.249806000
BOBSLED PL	SIERRA BLANCA PL	RUIDOSO	GRAVEL	16	COUNTY ROAD	0.029733000
Bogle Rd	B001	CAPITAN	DIRT	20	COUNTY ROAD	0.286017000
Bogle Rd	B001	CAPITAN	DIRT	20	COUNTY ROAD	0.040937000
Bogle Rd	B001	CAPITAN	DIRT	20	COUNTY ROAD	10.393983000
BOGLE RD	B001	CAPITAN	DIRT	20	COUNTY ROAD	4.639965000
BOGLE RD	B001	LON	DIRT	20	COUNTY ROAD	2.819200000
BOGLE RD	B001	CORONA	DIRT	20	COUNTY ROAD	10.838011000
Boneyard Ct	BOOTHILL CT	ALTO	GRAVEL	24	COUNTY ROAD	0.073178000
Bonita Canyon Rd	A033	CORONA	DIRT	18	COUNTY ROAD	6.905596000
Bonita Park Rd		ANGUS	DIRT	16	COUNTY ROAD	0.020091000

Bonita Park Rd		ANGUS	DIRT	16	COUNTY ROAD	0.008112000
Bonita Park Rd		ANGUS	DIRT	16	COUNTY ROAD	0.171922000
Bonito Lake Rd		NOGAL	DIRT	18	COUNTY/FOREST	0.056790000
Bonito Lake Rd	FS107	NOGAL	ASPHALT	18	COUNTY/FOREST	0.078551000
Bonito Lake Rd	FS107	NOGAL	ASPHALT	18	COUNTY/FOREST	1.290167000
Bonito Lake Rd	FS107	NOGAL	ASPHALT	18	COUNTY/FOREST	0.858195000
Bonito Lake Rd	FS107	NOGAL	ASPHALT	18	COUNTY/FOREST	0.781129000
Bonito Lake Rd	FS107	NOGAL	ASPHALT	18	COUNTY/FOREST	0.256952000
Bonito Lake Rd	FS107	NOGAL	ASPHALT	18	COUNTY/FOREST	1.430562000
Bonito Lake Rd	FS107	NOGAL	ASPHALT	18	COUNTY/FOREST	0.461514000
Bonito Lake Rd	FS107	NOGAL	DIRT	18	COUNTY/FOREST	0.207673000
Bonito Lake Rd	FS107	NOGAL	DIRT	18	COUNTY/FOREST	0.920629000
Bonito Lake Rd	FS107	NOGAL	DIRT	18	COUNTY/FOREST	1.090394000
Bonito Lous Ln		NOGAL	GRAVEL	18	COUNTY ROAD	0.019745000
Bonito Lous Ln		NOGAL	GRAVEL	18	COUNTY ROAD	0.040509000
Bonito Lous Ln		NOGAL	GRAVEL	18	COUNTY ROAD	0.026434000
Boothill Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.110894000
Boothman Cir		RUIDOSO	GRAVEL	12	COUNTY ROAD	0.081045000
Border Hill Rd	E034	BORDER HILL	DIRT	18	COUNTY ROAD	1.570628000
Border Hill Rd	E034	BORDER HILL	DIRT	18	COUNTY ROAD	6.966534000
Border Hill Rd	E034	BORDER HILL	DIRT	18	COUNTY ROAD	2.454798000
Border Hill Rd	E034	BORDER HILL	DIRT	18	COUNTY ROAD	3.412738000
Bramble Ln	CENTER	ANGUS	ASPHALT	24	COUNTY ROAD	0.023198000
Bramble Ln	CENTER	ANGUS	ASPHALT	24	COUNTY ROAD	0.038675000
Bramble Ln	CENTER	ANGUS	ASPHALT	24	COUNTY ROAD	0.026873000
Brazel Ranch Rd	C024	CAPITAN	DIRT	18	COUNTY ROAD	0.486218000
Brentwood Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.195976000
Brentwood Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.096255000
Brentwood Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.211197000

Brentwood Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.094160000
Bridle Dr		RUIDOSO	GRAVEL	15	COUNTY ROAD	0.095640000
Bridle Dr		RUIDOSO	DIRT	15	COUNTY ROAD	0.152943000
Broadmoor Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.256017000
Broadmoor Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.115258000
Broadmoor Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.024176000
Broadmoor Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.157157000
Broadmoor Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.076478000
Broken Arrow Trl		RUIDOSO	ASPHALT	22	COUNTY ROAD	0.149041000
Broken Arrow Trl		RUIDOSO	GRAVEL	22	COUNTY ROAD	0.046029000
BROKEN BACK RD	A012	CARRIZOZO	DIRT	18	COUNTY ROAD	7.912722000
Buckboard Trl	ALPINE/CORONADO	NOGAL	DIRT	20	COUNTY ROAD	0.284059000
Buena Vista Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.159210000
Buena Vista Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.092295000
Buena Vista Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.172598000
Buena Vista Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.181995000
Buena Vista Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.114715000
Buffalo Bill Ct		ALTO	GRAVEL	24	COUNTY ROAD	0.068901000
Buggy Ln	PINE RIDGE RD	NOGAL	GRAVEL	18	COUNTY ROAD	0.274467000
Bull Elk Ct	FAWN CT	ALTO	ASPHALT	22	COUNTY ROAD	0.144128000
Bullion Loop	PAT GARRET	WHITE OAKS	DIRT	18	COUNTY ROAD	1.276457000
BUSHY TAIL RD	SQUIRREL AVE	ALTO	DIRT	12	COUNTY ROAD	0.129993000
BUTCH CASSIDY CT		ALTO	GRAVEL	24	COUNTY ROAD	0.138824000
C M Bryan Trl	A021	CORONA	DIRT	16	COUNTY ROAD	0.124760000
C M Bryan Trl	A021	CORONA	DIRT	16	COUNTY/FOREST	0.352115000
Calamity Jane Ct		ALTO	GRAVEL	24	COUNTY ROAD	0.070799000
Calexico Way		ALTO	GRAVEL	14	COUNTY ROAD	0.075586000
Calle El Ojito	E017	HONDO	GRAVEL	18	COUNTY ROAD	0.640584000
Calle El Ojito	E015	HONDO	GRAVEL	18	COUNTY ROAD	0.240693000

Capitan Gap Rd	C001	CAPITAN	DIRT	22	COUNTY ROAD	0.471423000
Capitan Gap Rd	C001	CAPITAN	DIRT	22	COUNTY ROAD	4.959628000
Caprock Ct		ALTO	ASPHALT	24	COUNTY ROAD	0.320669000
CARLEEN PL		RUIDOSO	ASPHALT	15	COUNTY ROAD	0.040174000
Cattle Drive Ct	CHISHOLM CT	ALTO	GRAVEL	24	COUNTY ROAD	0.040760000
Cedar Creek Dr	D007	RUIDOSO	ASPHALT &	20	COUNTY ROAD	0.140089000
Cedar Creek Dr	D007	RUIDOSO	ASPHALT &	20	COUNTY ROAD	0.028844000
Cedar Creek Dr	D007	RUIDOSO	ASPHALT &	20	COUNTY ROAD	0.042031000
Cedar Creek Dr	D007	RUIDOSO	ASPHALT &	20	COUNTY ROAD	0.224394000
Cedar Creek Dr	D007	RUIDOSO	ASPHALT &	20	COUNTY ROAD	0.108988000
Cedar Creek Dr	D007	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.356710000
Cedar Creek Dr	D007	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.148173000
Cedar Creek Dr	D007	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.064639000
Cedar Creek Dr	D007	RUIDOSO	ASPHALT	22	COUNTY ROAD	1.198742000
Cedar Creek Dr	D007	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.192635000
Cedar Creek Dr	D007	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.077605000
Cedar Creek Dr	D007	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.045762000
CEDAR CREEK DR	D007	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.068043000
CEDAR CREEK DR	D007	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.067273000
CEDAR CREEK DR	D007	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.110719000
CEDAR CREEK DR	D007	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.325635000
Cedar Crest Rd		NOGAL	GRAVEL	24	COUNTY ROAD	1.014932000
Chama Canyon		ALTO	ASPHALT	24	COUNTY ROAD	0.915342000
Champ Hill Trl	C023	CAPITAN	DIRT	16	COUNTY ROAD	0.367308000
Champ Hill Trl	C023	CAPITAN	DIRT	16	COUNTY ROAD	0.019727000
Chavez Canyon Rd	E023	HONDO	DIRT	20	COUNTY ROAD	2.524339000
Cherry Creek Rd	CO18	NOGAL	DIRT	16	COUNTY ROAD	0.832025000
Chickadee Ct	STABLE CT	ALTO	ASPHALT	22	COUNTY ROAD	0.145404000
CHISHOLM TRL		ALTO	ASPHALT	24	COUNTY ROAD	0.444193000

Cholla Dr		CAPITAN	GRAVEL	14	COUNTY ROAD	0.139192000
Chula Vista Pl		ALTO	GRAVEL	15	COUNTY ROAD	0.190489000
Cimarron Trl		ALTO	ASPHALT	24	COUNTY ROAD	0.357600000
Cinch Ct	WHITE TAIL CT	ALTO	ASPHALT	20	COUNTY ROAD	0.083020000
Coe Canyon Rd	EOO6	GLENCOE	GRAVEL	18	COUNTY ROAD	0.233621000
Coe Canyon Rd	E006	GLENCOE	GRAVEL	18	COUNTY ROAD	0.034281000
Coe Canyon Rd	FS443	GLENCOE	DIRT	18	COUNTY/FOREST	2.980897000
Coe Canyon Rd	FS443	RUIDOSO DOWNS	DIRT	18	COUNTY/FOREST	0.923206000
Coe Canyon Rd	FS443	GLENCOE	DIRT	18	COUNTY/FOREST	1.211371000
Coggins Ct		ALTO	ASPHALT	20	COUNTY ROAD	0.120414000
Comanche Ct		ALTO	GRAVEL	24	COUNTY ROAD	0.081683000
Comrey Loop	WEST LOOP	CARRIZOZO	DIRT	24	COUNTY ROAD	0.967942000
Cone Flower Ct	MEADOWS CT	ALTO	GRAVEL	22	COUNTY ROAD	0.035394000
Conestoga Ln	PONDEROSA DR	NOGAL	DIRT	14	COUNTY ROAD	0.092638000
Connection Way	PINE DR	ANGUS	ASPHALT	24	COUNTY ROAD	0.037376000
Connection Way	PINE DR	ANGUS	ASPHALT	24	COUNTY ROAD	0.036740000
Conor Ct		CAPITAN	GRAVEL	18	COUNTY ROAD	0.478182000
Cora Dutton Rd	C017/FS488	CAPITAN	CHIP SEAL	22	COUNTY/FOREST	0.504149000
Cora Dutton Rd	C017/FS488	CAPITAN	CHIP SEAL	22	COUNTY/FOREST	1.379957000
Cora Dutton Rd	C017/FS488	CAPITAN	CHIP SEAL	22	COUNTY/FOREST	1.805633000
Corral St		RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.132675000
Corvo Crista	PICACHO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.073691000
Corvo Crista	PICACHO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.212251000
Corvo Crista	PICACHO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.556857000
Cottage Grove Ln	CEDAR	ALTO	GRAVEL	15	COUNTY ROAD	0.200641000
Cougar Ln	HIGH MESA LN	ALTO	ASPHALT	20	COUNTY ROAD	0.085754000
Cougar Mountain Rd	A028	CORONA	DIRT	16	COUNTY/FOREST	1.062401000
County Line Rd	A030	CORONA	DIRT	18	COUNTY ROAD	0.079043000
County Line Rd	A030	CORONA	DIRT	18	COUNTY ROAD	0.196603000

County Line Rd	A030	CORONA	DIRT	18	COUNTY ROAD	0.547455000
COUNTY LINE RD	A030	CORONA	DIRT	18	COUNTY ROAD	0.932148000
COUNTY LINE RD	A030	CORONA	DIRT	18	COUNTY ROAD	0.823353000
COUNTY LINE RD	A030	CORONA	DIRT	18	COUNTY ROAD	5.722691000
Cowboy Ct		ALTO	GRAVEL	24	COUNTY ROAD	0.044180000
COYOTE MESA TRL	LUPUS LN	ALTO	GRAVEL	24	COUNTY ROAD	0.251927000
CRAZY HORSE CIR		ALTO	GRAVEL	24	COUNTY ROAD	0.322458000
CROSS DR		RUIDOSO	DIRT	15	COUNTY ROAD	0.047451000
Crown Ridge Rd	SIERRA BLANCA DR	ALTO	ASPHALT	22	COUNTY ROAD	0.139477000
Crown Ridge Rd	SIERRA BLANCA DR	ALTO	ASPHALT	22	COUNTY ROAD	0.753830000
Custers Last Stand Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.060150000
Custers Last Stand Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.124496000
Custers Last Stand Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.080894000
Custers Last Stand Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.016782000
DARK CANYON RD	A034	CORONA	DIRT	16	COUNTY ROAD	1.073115000
Dawson Rd	CANYON	CAPITAN	CHIPSEALED	24	COUNTY ROAD	0.163779000
Dawson Rd	SCHOOL ST	CAPITAN	CHIPSEALED	24	COUNTY ROAD	0.201084000
Dawson Rd	RAY RD	CAPITAN	CHIPSEALED	24	COUNTY ROAD	0.630708000
Dawson Rd	SCHOOL ST	CAPITAN	CHIPSEALED	24	COUNTY ROAD	0.131661000
Dawson Rd	CANYON	CAPITAN	CHIPSEALED	24	COUNTY ROAD	0.197728000
Dawson Rd	SCHOOL ST	CAPITAN	CHIPSEALED	24	COUNTY ROAD	0.077631000
Dawson Rd	CANYON	CAPITAN	CHIPSEALED	24	COUNTY ROAD	0.568151000
Dawson Rd	SCHOOL ST	CAPITAN	CHIPSEALED	24	COUNTY ROAD	0.144691000
Dead Horse Ln		CAPITAN	GRAVEL	18	COUNTY ROAD	0.389242000
Dead Mans Canyon Rd	E038	TINNIE	DIRT	18	COUNTY ROAD	1.041738000
Dean Dr		CAPITAN	GRAVEL	22	COUNTY ROAD	0.364489000
Dean Dr		CAPITAN	GRAVEL	22	COUNTY ROAD	0.485416000
Dean Dr		CAPITAN	GRAVEL	22	COUNTY ROAD	0.530592000
Dean Dr		CAPITAN	GRAVEL	22	COUNTY ROAD	0.366700000

DEBORD DR		RUIDOSO	ASPHALT	15	COUNTY ROAD	0.053418000
DEBORD DR		RUIDOSO	ASPHALT	15	COUNTY ROAD	0.249247000
DEBORD DR		RUIDOSO	GRAVEL	12	COUNTY ROAD	0.064332000
DEBORD DR		RUIDOSO	ASPHALT	15	COUNTY ROAD	0.223267000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.063587000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.074681000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.101425000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.098576000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.026003000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.082143000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.059760000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.303022000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.110174000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.077113000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.078459000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.043080000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.062450000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.103465000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.083941000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.226925000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.073667000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.219563000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.035572000
Deer Park Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.049694000
Deer Valley Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.086688000
Deer Valley Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.168471000
Deer Valley Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.298731000
Deer Valley Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.368803000
Deer Valley Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.094178000

Deer Valley Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.057596000
Del Monte Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.260410000
Del Monte Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.247770000
Del Monte Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.154098000
Del Monte Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.141454000
Delana Dr		RUIDOSO	DIRT	12	COUNTY ROAD	0.209907000
Denver City Dr		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.096802000
Denver City Dr		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.049786000
Destiny Way	ANGUS ST	ANGUS	GRAVEL	16	COUNTY ROAD	0.045560000
Devils Canyon Rd	E007	FORT STANTON	DIRT	24	COUNTY ROAD	0.240129000
Devils Canyon Rd	E007	FORT STANTON	DIRT	24	COUNTY ROAD	1.392227000
Devils Canyon Rd	E007	FORT STANTON	DIRT	24	COUNTY ROAD	0.183034000
DEVILS CANYON RD	E007	FORT STANTON	DIRT	24	COUNTY ROAD	1.101359000
DEVILS CANYON RD	E007	GLENCOE	DIRT	24	COUNTY ROAD	4.038181000
Doc Holiday Ct	N DOC HOLIDAY CT	ALTO	GRAVEL	24	COUNTY ROAD	0.049924000
Doc Holiday Ct	S DOC HOLIDAY CT	ALTO	GRAVEL	24	COUNTY ROAD	0.064927000
Doe Ct		ALTO	ASPHALT	20	COUNTY ROAD	0.124754000
Dogie Ct		ALTO	GRAVEL	24	COUNTY ROAD	0.081775000
Don Aurelio	E020	HONDO	GRAVEL	18	COUNTY ROAD	0.201075000
Don Pablo Ln	E022	HONDO	DIRT	16	COUNTY ROAD	0.119285000
Donkey Ct	BURRO TRL	ALTO	GRAVEL	16	COUNTY ROAD	0.140068000
Dove Ct	RAVEN CT	ALTO	ASPHALT	22	COUNTY ROAD	0.107392000
Draper Rd	E036	BORDER HILL	DIRT	18	COUNTY ROAD	7.033805000
Dray Ct	OAK DR	NOGAL	DIRT	16	COUNTY ROAD	0.114614000
Drover Ct		ALTO	GRAVEL	24	COUNTY ROAD	0.033831000
DUSTY ROSE		CAPITAN	GRAVEL	22	COUNTY ROAD	0.310961000
DUSTY ROSE		CAPITAN	GRAVEL	22	COUNTY ROAD	0.193487000
DUSTY ROSE		CAPITAN	GRAVEL	22	COUNTY ROAD	0.248659000
DUSTY ROSE		CAPITAN	GRAVEL	22	COUNTY ROAD	1.208766000

DUSTY ROSE	RAY RD	CAPITAN	GRAVEL	22	COUNTY ROAD	0.137986000
E Ave	A045	CARRIZOZO	DIRT	22	COUNTY ROAD	0.244563000
Eagle Creek Canyon Rd	D006	RUIDOSO	ASPHALT	24	COUNTY ROAD	0.043458000
Eagle Creek Canyon Rd	D006	RUIDOSO	ASPHALT	24	COUNTY ROAD	0.223468000
Eagle Creek Canyon Rd	D006	RUIDOSO	ASPHALT	24	COUNTY ROAD	1.410504000
Eagle Creek Canyon Rd	D006	RUIDOSO	ASPHALT	24	COUNTY ROAD	0.396995000
Eagle Creek Canyon Rd	D006	RUIDOSO	ASPHALT	24	COUNTY ROAD	0.832637000
Eagle Creek Canyon Rd	D006	RUIDOSO	ASPHALT	24	COUNTY ROAD	0.080139000
Eagle Creek Canyon Rd	D006	RUIDOSO	ASPHALT	24	COUNTY ROAD	0.202729000
Eagle Creek Ct		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.069969000
EAGLE CREST TRL		NOGAL	GRAVEL	24	COUNTY ROAD	0.578854000
EAGLE CREST TRL		NOGAL	GRAVEL	24	COUNTY ROAD	0.070148000
Eagle Ridge Rd	SUNRISE DR	ALTO	ASPHALT	20	COUNTY ROAD	0.353590000
Eagle Ridge Rd	SUNRISE DR	ALTO	ASPHALT	20	COUNTY ROAD	0.077114000
Eagle Ridge Rd	SUNRISE DR	ALTO	ASPHALT	20	COUNTY ROAD	0.417255000
Eagle Ridge Rd	SUNRISE DR	ALTO	ASPHALT	20	COUNTY ROAD	0.096665000
Eagle Ridge Rd		RUIDOSO	GRAVEL	22	COUNTY ROAD	0.157713000
EASTERN RD		LON	DIRT	16	COUNTY ROAD	5.324353000
Easy St	A025	CORONA	DIRT	14	COUNTY ROAD	0.748877000
Edelweiss Loop		ALTO	GRAVEL	18	COUNTY ROAD	0.308861000
Edward Ave		RUIDOSO	GRAVEL	24	COUNTY ROAD	0.089614000
Edward Ave		RUIDOSO	GRAVEL	24	COUNTY ROAD	0.069384000
El Camino Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.131105000
El Camino Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.166806000
El Camino Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.296030000
El Centro Dr		ALTO	GRAVEL	24	COUNTY ROAD	0.070018000
El Centro Dr		ALTO	GRAVEL	24	COUNTY ROAD	0.107186000
El Centro Dr		ALTO	GRAVEL	24	COUNTY ROAD	0.092143000
El Centro Dr		ALTO	GRAVEL	20	COUNTY ROAD	0.086128000

El Centro Dr		ALTO	GRAVEL	20	COUNTY ROAD	0.105950000
El Centro Dr		ALTO	GRAVEL	20	COUNTY ROAD	0.217506000
El Corte	E027	SAN PATRICIO	GRAVEL	18	COUNTY ROAD	0.202453000
El Paisano Rd	RAY RD	CAPITAN	GRAVEL	18	COUNTY ROAD	0.681729000
El Vado Rd		NOGAL	GRAVEL	20	COUNTY ROAD	0.116192000
El Vado Rd		NOGAL	GRAVEL	20	COUNTY ROAD	0.127193000
El Vado Rd		NOGAL	GRAVEL	20	COUNTY ROAD	0.127006000
El Valle Loop	E008	SAN PATRICIO	GRAVEL	18	COUNTY ROAD	0.330395000
El Valle Loop	E008	SAN PATRICIO	GRAVEL	18	COUNTY ROAD	0.240676000
El Valle Loop	E008	SAN PATRICIO	GRAVEL	18	COUNTY ROAD	2.182986000
Elda Rd	A032	ANCHO	DIRT	22	COUNTY ROAD	3.185888000
Elda Rd	A032	ANCHO	DIRT	22	COUNTY ROAD	0.930904000
Elda Rd	A032	CORONA	DIRT	22	COUNTY ROAD	0.536382000
Elda Rd	A032	CORONA	DIRT	22	COUNTY ROAD	2.000898000
Elda Rd	A032	CORONA	DIRT	22	COUNTY ROAD	2.196946000
Elda Rd	A032	CORONA	DIRT	22	COUNTY ROAD	2.576772000
Elda Rd	A032	CORONA	DIRT	22	COUNTY ROAD	1.964806000
Elda Rd	A032	ANCHO	DIRT	22	COUNTY ROAD	1.057715000
Elda Rd	A032	ANCHO	DIRT	22	COUNTY ROAD	2.290523000
ELK HOLLOW		ALTO	ASPHALT	24	COUNTY ROAD	0.169130000
ELK HORN RD	ASPEN/MOGUL RD	ALTO	ASPHALT	18	COUNTY ROAD	0.124674000
ELK HORN RD		ALTO	ASPHALT	18	COUNTY ROAD	0.099477000
Elk Trl		NOGAL	GRAVEL	24	COUNTY ROAD	0.729952000
Enchanted Forest Loop		ALTO	ASPHALT	24	COUNTY ROAD	0.069893000
Enchanted Forest Loop		ALTO	ASPHALT	24	COUNTY ROAD	0.107293000
Enchanted Forest Loop		ALTO	ASPHALT	24	COUNTY ROAD	0.018460000
Enchanted Forest Loop		ALTO	ASPHALT	24	COUNTY ROAD	0.075809000
Enchanted Forest Loop		ALTO	ASPHALT	24	COUNTY ROAD	0.073928000
Enchanted Forest Loop		ALTO	GRAVEL	24	COUNTY ROAD	0.414721000

Enchanted Forest Loop		ALTO	GRAVEL	24	COUNTY ROAD	0.041773000
Enchanted Forest Loop		ALTO	GRAVEL	24	COUNTY ROAD	0.040013000
Enchanted Forest Loop		ALTO	GRAVEL	24	COUNTY ROAD	0.113422000
Enchanted Forest Loop		ALTO	GRAVEL	24	COUNTY ROAD	0.217511000
Encino Rd		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.103104000
Erramouspe Rd	COUNTY ROAD A020	CORONA	DIRT	18	COUNTY ROAD	8.804345000
Erramouspe Rd	COUNTY ROAD A020	CORONA	DIRT	18	COUNTY/FOREST	0.363358000
Escondida Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.049830000
Escondida Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.122883000
Escondida Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.085632000
Este Dr	PASTO VERDE	NOGAL	DIRT	18	COUNTY ROAD	0.046627000
Este Dr		NOGAL	DIRT	18	COUNTY ROAD	0.505472000
Este Dr	PASTO VERDE	NOGAL	DIRT	18	COUNTY ROAD	0.068006000
Fawn Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.211205000
Fawn Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.075719000
FELIZ MONTANA		HONDO	GRAVEL	14	COUNTY ROAD	0.582658000
Ferret Ct		ALTO	ASPHALT	20	COUNTY ROAD	0.050444000
FFA RD	A006	CARRIZOZO	ASPHALT	18	COUNTY ROAD	0.230653000
FIRE RD		ALTO	ASPHALT	16	COUNTY ROAD	0.086553000
Flicker Ct	JUNIPER CT	ALTO	ASPHALT	22	COUNTY ROAD	0.154221000
Flintlock Trl	MUSKET DR	RUIDOSO	GRAVEL	15	COUNTY ROAD	0.045834000
Flintlock Trl	MUSKET DR	RUIDOSO	GRAVEL	15	COUNTY ROAD	0.020083000
Flute Player Way	CLUB CIRCLE DR	ALTO	ASPHALT	22	COUNTY ROAD	0.151628000
Flute Player Way	LAKE SHORE CT	ALTO	ASPHALT	22	COUNTY ROAD	0.087046000
FORT LONE TREE RD	C006	CAPITAN	DIRT	16	COUNTY ROAD	0.621574000
FORT LONE TREE RD	C006	CAPITAN	DIRT	16	COUNTY ROAD	1.375331000
FORT LONE TREE RD	C006	CAPITAN	DIRT	16	COUNTY ROAD	1.574959000
FORT LONE TREE RD	C006	CAPITAN	DIRT	16	COUNTY ROAD/FO	1.459037000
Fort Stanton Rd	D002	ALTO	ASPHALT	22	COUNTY ROAD	0.514306000

Fort Stanton Rd	D002	ALTO	ASPHALT	22	COUNTY ROAD	0.271525000
Fort Stanton Rd	D002	ALTO	ASPHALT	22	COUNTY ROAD	0.090082000
Fort Stanton Rd	D002	ALTO	ASPHALT	22	COUNTY ROAD	0.444129000
Fort Stanton Rd	D002	ALTO	ASPHALT	22	COUNTY ROAD	0.040213000
Fort Stanton Rd	D002	ALTO	ASPHALT	22	COUNTY ROAD	0.290897000
Fort Stanton Rd	D002	ALTO	ASPHALT	22	COUNTY ROAD	0.137757000
Fort Stanton Rd	D002	ALTO	ASPHALT	22	COUNTY ROAD	0.290809000
Fort Stanton Rd	D002	ALTO	ASPHALT	22	COUNTY ROAD	0.095075000
Fort Stanton Rd	D002	ALTO	ASPHALT	22	COUNTY ROAD	0.068811000
Fort Stanton Rd	D002	ALTO	ASPHALT	22	COUNTY ROAD	0.035757000
Fox Hollow Ct		ALTO	ASPHALT	20	COUNTY ROAD	0.050449000
Fred Canyon Way		NOGAL	GRAVEL	14	COUNTY ROAD	0.144322000
French Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.079365000
French Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.032403000
French Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.090854000
French Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.268257000
French Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.194760000
Fuller Rd	A042	CORONA	DIRT	18	COUNTY ROAD	0.481769000
Gallacher Rd	A012	CARRIZOZO	DIRT	18	COUNTY ROAD	5.927296000
Gallinas Rd	A019	CORONA	DIRT	24	COUNTY ROAD	6.615569000
Gallinas Rd	A019	CORONA	DIRT	24	COUNTY ROAD	1.315339000
Gallinas Rd	A019	CORONA	DIRT	24	COUNTY ROAD	2.244286000
Gallinas Rd	A019/FS161	CORONA	DIRT	24	COUNTY/FOREST	0.643541000
Gallinas Rd	A019	CORONA	DIRT	24	COUNTY/FOREST	0.284361000
Gallinas Rd	A019	CORONA	DIRT	24	COUNTY/FOREST	0.031358000
Gallinas Rd	A019/FS161	CORONA	DIRT	24	COUNTY/FOREST	6.026302000
Gallinas Station Rd	A018	CORONA	DIRT	24	COUNTY ROAD	1.280627000
Gas Plant Rd	A035	CORONA	GRAVEL	24	COUNTY ROAD	2.122781000
Gaucho Ct	CARRIZO CIR	ALTO	ASPHALT	24	COUNTY ROAD	0.074408000

Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.193928000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.065648000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.122118000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.119139000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.074353000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.094178000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.286550000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.178874000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.144181000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.318380000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.086273000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.238116000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.118378000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.058819000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.268468000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.353029000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.341145000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	1.071429000
Gavilan Canyon Rd		RUIDOSO	ASPHALT	24	COUNTY ROAD	0.220305000
Gavilan Hills Rd		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.033131000
Gavilan Hills Rd		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.204325000
Gavilan Hills Rd		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.204609000
GAVILAN HILLS RD		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.405783000
Gavilan Rd	COUNTY ROAD D005	RUIDOSO	DIRT	16	COUNTY ROAD	0.079526000
Gavilan Rd	COUNTY ROAD D005	RUIDOSO	DIRT	16	COUNTY ROAD	0.057891000
Gavilan Rd	COUNTY ROAD D005	RUIDOSO	DIRT	16	COUNTY ROAD	0.102664000
Gavilan Rd	COUNTY ROAD D005	RUIDOSO	DIRT	16	COUNTY ROAD	0.209497000
Goodnight Loving Trl		ALTO	ASPHALT	24	COUNTY ROAD	0.291309000
Goodnight Loving Trl		ALTO	ASPHALT	24	COUNTY ROAD	0.135470000

GRADER RD	B030	PINE LODGE	DIRT	16	COUNTY ROAD	1.530688000
GRAND AVE	A002	OSCURO	GRAVEL	20	COUNTY ROAD	5.152470000
Grande Vista Ranch Rd	A036	CAPITAN	DIRT	18	COUNTY ROAD	3.739807000
Grande Vista Ranch Rd	A039 FORMERLY JACKS	WHITE OAKS	DIRT	0	COUNTY ROAD	1.929929000
Grande Vista Ranch Rd	A039 FORMERLY JACKS	CAPITAN	DIRT	0	COUNTY ROAD	1.999269000
Grapevine Ct	MOUNTAIN VIEW CT	ALTO	ASPHALT	18	COUNTY ROAD	0.071974000
Gray Rd	MOUNTAIN DR	CAPITAN	GRAVEL	16	COUNTY ROAD	0.081182000
Gray Rd	MOUNTAIN DR	CAPITAN	GRAVEL	16	COUNTY ROAD	0.538444000
Gray Rd	MOUNTAIN DR	CAPITAN	GRAVEL	16	COUNTY ROAD	0.058008000
Great House Rd	A022	CORONA	DIRT	24	COUNTY ROAD	1.284781000
Great House Rd	A022	CORONA	DIRT	24	COUNTY ROAD	0.840418000
Great House Rd	A022	CORONA	DIRT	24	COUNTY ROAD	0.366351000
Great House Rd	A022	CORONA	DIRT	24	COUNTY ROAD	0.701275000
Great House Rd	A022	CORONA	DIRT	24	COUNTY ROAD	1.008767000
Great House Rd	A022	CORONA	DIRT	24	COUNTY ROAD	0.698952000
Great House Rd	A022	CORONA	DIRT	24	COUNTY/FOREST	1.757692000
Great House Rd	A022	CORONA	DIRT	24	COUNTY/FOREST	0.240560000
Great House Rd	A022	CORONA	DIRT	24	COUNTY/FOREST	3.322146000
Greenbrier Ct		ALTO	ASPHALT	20	COUNTY ROAD	0.161089000
GUMM BROTHERS RD	A043	WHITE OAKS	DIRT	18	COUNTY ROAD	0.197793000
Gunsmoke Ct	MUSTANG CT	ALTO	GRAVEL	24	COUNTY ROAD	0.045428000
Hackamore Ct	WATSON PL	RUIDOSO	GRAVEL	12	COUNTY ROAD	0.077850000
Hackberry Rd	B014	LON	DIRT	18	COUNTY ROAD	8.827085000
Hailstorm Rd	JUNIPER RD	CAPITAN	DIRT	16	COUNTY ROAD	0.250814000
Hailstorm Rd		CAPITAN	GRAVEL	20	COUNTY ROAD	0.258545000
Hale Lake Rd	E001	RUIDOSO DOWNS	DIRT	24	COUNTY ROAD	0.032264000
Hale Lake Rd	E001	RUIDOSO DOWNS	DIRT	24	COUNTY ROAD	0.005967000
Hale Lake Rd	E001	RUIDOSO DOWNS	DIRT	24	COUNTY ROAD	0.330728000
Hale Lake Rd	E001	RUIDOSO DOWNS	DIRT	24	COUNTY/FOREST	0.098790000

Hale Lake Rd	FS443	RUIDOSO DOWNS	GRAVEL	18	COUNTY/FOREST	2.892929000
HALEY RD		RUIDOSO	GRAVEL	14	COUNTY ROAD	0.131407000
Half Circle Dr		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.376766000
Hall Rd		CAPITAN	GRAVEL	18	COUNTY ROAD	0.534830000
Hall Rd		CAPITAN	GRAVEL	18	COUNTY ROAD	0.114984000
Hand Rd	A031	CORONA	DIRT	16	COUNTY ROAD	0.606835000
Hand Rd	A031	CORONA	DIRT	16	COUNTY ROAD	0.328653000
Hasperas Rd	B010	LON	DIRT	16	COUNTY ROAD	2.721374000
HASPERAS RD	B010	CAPITAN	DIRT	16	COUNTY ROAD	13.046562000
HIDDEN VALLEY RD	VAIL RD	ALTO	ASPHALT	16	COUNTY ROAD	0.101219000
HIDDEN VALLEY RD		ALTO	ASPHALT	16	COUNTY ROAD	0.263144000
High Chaparral Pl		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.091008000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.096820000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.079171000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.064468000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.221080000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.069924000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.452272000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.040382000
High Mesa Rd	HIGH MESA DR	ALTO	ASPHALT	24	COUNTY ROAD	0.269615000
High Mesa Rd	HIGH MESA DR	ALTO	ASPHALT	24	COUNTY ROAD	0.122595000
High Mesa Rd	HIGH MESA DR	ALTO	ASPHALT	24	COUNTY ROAD	0.121082000
High Mesa Rd	HIGH MESA DR	ALTO	ASPHALT	24	COUNTY ROAD	0.240773000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.018519000
High Mesa Rd	HIGH MESA DR	ALTO	ASPHALT	24	COUNTY ROAD	0.071961000
High Mesa Rd	HIGH MESA DR	ALTO	ASPHALT	24	COUNTY ROAD	0.103298000
High Mesa Rd	HIGH MESA DR	ALTO	ASPHALT	24	COUNTY ROAD	0.147705000
High Mesa Rd	HIGH MESA DR	ALTO	ASPHALT	24	COUNTY ROAD	0.089526000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.062707000

High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.034122000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.034844000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.024870000
High Mesa Rd	HIGH MESA DR	ALTO	ASPHALT	24	COUNTY ROAD	0.143218000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.322396000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.347156000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.015733000
High Mesa Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.160880000
High Rocky Rd		RUIDOSO	DIRT	10	COUNTY ROAD	0.126953000
High Sierra Ct		ALTO	GRAVEL	16	COUNTY ROAD	0.078148000
High View St		ALTO	ASPHALT	22	COUNTY ROAD	0.132174000
Hill Country Rd		ALTO	GRAVEL	24	COUNTY ROAD	0.573785000
Hill Country Rd		ALTO	GRAVEL	24	COUNTY ROAD	0.100087000
HILLCREST LOOP		CAPITAN	GRAVEL	16	COUNTY ROAD	0.499346000
Hines Draw	B012	LON	DIRT	16	COUNTY ROAD	1.271930000
Hines Draw	B012	LON	DIRT	16	COUNTY ROAD	4.576116000
Hines Draw	B012	LON	DIRT	16	COUNTY ROAD	3.899105000
Hines Draw	B024	LON	DIRT	16	COUNTY ROAD	2.872623000
Hitching Post Rd	MESA LOOP	RUIDOSO DOWNS	ASPHALT	20	COUNTY ROAD	0.188311000
Holly Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.134484000
Holly Dr		ALTO	ASPHALT	20	COUNTY ROAD	0.073563000
Homestead Loop		RUIDOSO	ASPHALT	22	COUNTY ROAD	1.409988000
Homestead Loop		RUIDOSO	ASPHALT	22	COUNTY ROAD	0.097946000
Homestead Loop		RUIDOSO	ASPHALT	22	COUNTY ROAD	0.007461000
Honeysuckle Ln	CLEARVIEW	ANGUS	ASPHALT	24	COUNTY ROAD	0.173982000
HORNED TOAD PL		ALTO	DIRT	12	COUNTY ROAD	0.071392000
Hughes Rd		ALTO	DIRT	12	COUNTY ROAD	0.056404000
Hunters Ln	MESA DR/EMERALD	ALTO	GRAVEL	18	COUNTY ROAD	0.193903000
Hutson Dr		RUIDOSO		0	COUNTY ROAD	0.012344000

I Bar X Ranch Rd	A004	CARRIZOZO	DIRT	18	COUNTY ROAD	0.808297000
I Bar X Ranch Rd	A004	OSCURO	DIRT	18	COUNTY ROAD	3.565041000
Incredible Ln		ALTO	ASPHALT	22	COUNTY ROAD	0.117886000
Indian Divide Rd	C011/FS87	CAPITAN	DIRT	16	COUNTY ROAD	0.040143000
Indian Divide Rd	C011/FS87	CAPITAN	DIRT	16	COUNTY ROAD	1.265206000
Indian Divide Rd	C011/FS87	CAPITAN	DIRT	16	COUNTY ROAD	0.571174000
Indian Divide Rd	C011/FS87	CAPITAN	DIRT	16	COUNTY/FOREST	0.227769000
IRON MINE RD	A012	CARRIZOZO	DIRT	18	COUNTY ROAD	2.516004000
IRON MINE RD		CARRIZOZO	DIRT	18	COUNTY ROAD	0.960506000
JACK PINES CT	TALL PINES CT	RUIDOSO	GRAVEL	15	COUNTY ROAD	0.074785000
Jackalope Rd	LINCOLN	CAPITAN	GRAVEL	18	COUNTY ROAD	0.710333000
Jacks Peak Rd	A038	ANCHO	DIRT	14	COUNTY ROAD	1.766146000
JACKS PEAK RD	A036	CAPITAN	DIRT	22	COUNTY ROAD	1.163559000
JACKS PEAK RD	A036	ANCHO	DIRT	22	COUNTY ROAD	1.570086000
Jacks Peak Rd	A038 / FS72B	ANCHO	DIRT	14	COUNTY/FOREST	4.207843000
Janet Dr		RUIDOSO	GRAVEL	24	COUNTY ROAD	0.078669000
Janet Dr		RUIDOSO	GRAVEL	24	COUNTY ROAD	0.088011000
JARRATT LOOP		RUIDOSO	DIRT	15	COUNTY ROAD	0.529561000
JARRATT LOOP		RUIDOSO	DIRT	15	COUNTY ROAD	0.029281000
JARRATT LOOP		RUIDOSO	DIRT	15	COUNTY ROAD	0.056812000
Jicarilla Rd	A044	ANCHO	DIRT	20	COUNTY ROAD	3.302355000
Jicarilla Rd	A044	ANCHO	DIRT	20	COUNTY ROAD	0.113133000
JICARILLA RD	A044 / FS72A	WHITE OAKS	DIRT	20	COUNTY ROAD	0.447034000
JICARILLA RD	A044 / FS72A	ANCHO	DIRT	20	COUNTY ROAD	0.505805000
Jicarilla Rd	A044 / FS72A	WHITE OAKS	DIRT	20	COUNTY/FOREST	5.484583000
Jicarilla Rd	A044 / FS72A	ANCHO	DIRT	20	COUNTY/FOREST	3.058717000
Jicarilla Rd	A044 / FS72A	WHITE OAKS	DIRT	20	COUNTY/FOREST	1.510922000
Jicarilla Rd	A044 / FS72A	WHITE OAKS	DIRT	20	COUNTY/FOREST	0.312003000
Jicarilla Rd	A044 / FS72A	WHITE OAKS	DIRT	20	COUNTY/FOREST	0.341747000

Jicarilla Rd	A044 / FS72A	WHITE OAKS	DIRT	20	COUNTY/FOREST	1.368774000
Jicarilla Rd	A044 / FS72A	ANCHO	DIRT	20	COUNTY/FOREST	0.557710000
Jicarilla Rd	A044 / FS72A	WHITE OAKS	DIRT	20	COUNTY/FOREST	0.509729000
Jicarilla Rd	A044 / FS72A	WHITE OAKS	DIRT	20	COUNTY/FOREST	1.301044000
Jose Vega Loop	WALNUT	CARRIZOZO	GRAVEL	24	COUNTY ROAD	0.106493000
Jose Vega Loop	WALNUT	CARRIZOZO	GRAVEL	24	COUNTY ROAD	0.244633000
Jose Vega Loop	WALNUT	CARRIZOZO	GRAVEL	24	COUNTY ROAD	0.981282000
Joshua Rd		CAPITAN	GRAVEL	16	COUNTY ROAD	0.177113000
Joyce Rd	E029	PICACHO	DIRT	18	COUNTY ROAD	0.435955000
Juniper Springs Rd		NOGAL	CHIPSEALED	24	COUNTY ROAD	0.981281000
Juniper Springs Rd		NOGAL	CHIPSEALED	24	COUNTY ROAD	0.252431000
Juniper Springs Rd		NOGAL	CHIPSEALED	24	COUNTY ROAD	0.158836000
Kelley Rd	BO21	LON	DIRT	16	COUNTY ROAD	3.620593000
KERLEY CT		RUIDOSO	DIRT	12	COUNTY ROAD	0.084208000
KIT FOX CT	DEER VALLEY LOOP	ALTO	ASPHALT	20	COUNTY ROAD	0.090772000
Knight Rd	A015	ANCHO	DIRT	14	COUNTY ROAD	1.026920000
La Cueva Ct		ALTO	ASPHALT	24	COUNTY ROAD	0.110487000
La Cumbre		CAPITAN	GRAVEL	20	COUNTY ROAD	0.531309000
Lackey Rd	A029	CORONA	DIRT	18	COUNTY/FOREST	0.705842000
Ladybug Ln	SANDIA PL	CAPITAN	GRAVEL	18	COUNTY ROAD	0.232077000
Laguna Dr		ALTO	DIRT	16	COUNTY ROAD	0.354104000
Laguna Dr		ALTO	DIRT	16	COUNTY ROAD	0.109602000
Laguna Dr		ALTO	DIRT	16	COUNTY ROAD	0.137209000
Laguna Vista Pl		ALTO	GRAVEL	14	COUNTY ROAD	0.076355000
Lake Shore Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.723838000
Lake Shore Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.181754000
Lake Shore Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.165180000
Lake Shore Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.416673000
Lake Shore Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.117961000

Lake Shore Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.125545000
LAMAY RD		NOGAL	GRAVEL	20	COUNTY ROAD	0.848053000
Lance Trl	TOMAHAWK PL	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.129483000
Lance Trl	TOMAHAWK PL	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.027689000
Lance Trl	TOMAHAWK PL	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.039558000
Lariat Ct		RUIDOSO	GRAVEL	12	COUNTY ROAD	0.095022000
Larkspur Loop	MEADOWS DR	ALTO	ASPHALT	22	COUNTY ROAD	0.348412000
Las Estrelas	SANTIAGO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.250994000
Las Estrelas	SANTIAGO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.381193000
Las Palas Rd	E043	ARABELA	DIRT	16	COUNTY ROAD	0.250627000
Las Pasadas	E040/FS57	ARABELA	DIRT	18	COUNTY ROAD	0.796310000
Las Tablas	BURCH LN	CAPITAN	GRAVEL	16	COUNTY ROAD	0.459576000
Las Tablas	BURCH LN	CAPITAN	GRAVEL	16	COUNTY ROAD	0.114435000
LASSO CT	STIRRUP CT	ALTO	ASPHALT	20	COUNTY ROAD	0.059076000
Laughing Horse Trl	COUNTY ROAD C022	CAPITAN	CHIP SEAL	18	COUNTY ROAD	0.187526000
Laughing Horse Trl	COUNTY ROAD C022	CAPITAN	CHIP SEAL	18	COUNTY ROAD	0.292096000
Laughing Horse Trl	COUNTY ROAD C022	CAPITAN	CHIP SEAL	18	COUNTY ROAD	0.150789000
Laughing Horse Trl	COUNTY ROAD C022	CAPITAN	CHIP SEAL	18	COUNTY ROAD	0.152652000
Laughing Horse Trl	COUNTY ROAD C022	CAPITAN	CHIP SEAL	18	COUNTY ROAD	0.466025000
Lavano Dr		CAPITAN	GRAVEL	14	COUNTY ROAD	0.249668000
LAVENDER CT	TWIN TREE CT	ALTO	ASPHALT	20	COUNTY ROAD	0.050477000
LAVENDER CT	TWIN TREE CT	ALTO	ASPHALT	20	COUNTY ROAD	0.038075000
LAVENDER CT	TWIN TREE CT	ALTO	ASPHALT	20	COUNTY ROAD	0.044172000
Legacy Ct		ALTO	ASPHALT	24	COUNTY ROAD	0.059401000
Legacy Ln		ALTO	ASPHALT	24	COUNTY ROAD	0.254159000
Legacy Ln		ALTO	ASPHALT	24	COUNTY ROAD	0.184824000
LEON RD	A024	CORONA	DIRT	14	COUNTY ROAD	0.281151000
Liakos Rd	B009	CAPITAN	DIRT	14	COUNTY ROAD	1.852282000
Lily Rd	B026	PINE LODGE	DIRT	16	COUNTY ROAD	3.517380000

Lily Rd	B026	PINE LODGE	DIRT	16	COUNTY ROAD	19.680522000
Linda Vista Ln		ALTO	GRAVEL	24	COUNTY ROAD	0.043923000
Linda Vista Ln		ALTO	GRAVEL	24	COUNTY ROAD	0.478018000
Linda Vista Ln		ALTO	GRAVEL	24	COUNTY ROAD	0.130817000
Little Big Horn Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.120341000
Little Big Horn Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.716936000
Little Big Horn Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.081519000
Little Big Horn Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.368709000
Little Big Horn Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.028048000
Little Big Horn Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.082542000
Little Big Horn Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.086628000
LITTLE CREEK HILLS RD	VALLEY VIEW RD	ALTO	GRAVEL	24	COUNTY ROAD	1.725867000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.430586000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.132670000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.080115000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.079291000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.078404000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.085570000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.081276000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.095659000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.098015000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.086640000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.085484000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.085889000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.055282000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.141228000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.217128000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.086934000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.085402000

Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.088658000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.079098000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.080927000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.132372000
Little Creek Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.103385000
LITTLE CREEK RD		ALTO	ASPHALT	24	COUNTY ROAD	0.091794000
LITTLE CREEK RD		ALTO	ASPHALT	24	COUNTY ROAD	0.098110000
Loma Grande Rd	BONITA DR	NOGAL	GRAVEL	20	COUNTY ROAD	0.070830000
Loma Grande Rd	BONITA DR	NOGAL	GRAVEL	20	COUNTY ROAD	0.075799000
Loma Grande Rd	BONITA DR	NOGAL	GRAVEL	20	COUNTY ROAD	0.194086000
Loma Grande Rd	BONITA DR	NOGAL	GRAVEL	20	COUNTY ROAD	0.062538000
Loma Vista Rd	B047	LON	DIRT	18	COUNTY ROAD	1.877580000
Lon Rd	B019	LON	DIRT	22	COUNTY ROAD	2.059522000
LONG TRAIL RD		RUIDOSO	GRAVEL	15	COUNTY ROAD	0.158264000
Lookout Peak Rd	LOOKOUT RD	CAPITAN	GRAVEL	16	COUNTY ROAD	0.772524000
Los Saltos	E016	HONDO	GRAVEL	18	COUNTY ROAD	0.953336000
M Lazy J Trl	B004	CAPITAN	DIRT	20	COUNTY ROAD	0.512733000
Macho Spring Rd	B005	CAPITAN	DIRT	20	COUNTY ROAD	0.634191000
Malpais Rd	A008	CARRIZOZO	DIRT	18	COUNTY ROAD	0.779958000
MANFOR RD	E011	SAN PATRICIO	GRAVEL	14	COUNTY ROAD	0.427277000
Marijo Ln		RUIDOSO	DIRT	15	COUNTY ROAD	0.297137000
Marijo Ln		RUIDOSO	DIRT	15	COUNTY ROAD	0.006717000
Marjorie Dr		CAPITAN	GRAVEL	20	COUNTY ROAD	0.069219000
Marjorie Dr		CAPITAN	GRAVEL	20	COUNTY ROAD	0.123525000
Marjorie Dr		CAPITAN	GRAVEL	20	COUNTY ROAD	0.153179000
Marjorie Dr		CAPITAN	GRAVEL	20	COUNTY ROAD	0.080068000
Marjorie Dr		CAPITAN	GRAVEL	20	COUNTY ROAD	0.482743000
Martin Ranch Rd	C007	CAPITAN	DIRT	16	COUNTY ROAD	3.026220000
Martin Ranch Rd	C007 / FS165	CAPITAN	DIRT	16	COUNTY/FOREST	0.697179000

Martin Torrez Rd	E018	HONDO	GRAVEL	14	COUNTY ROAD	0.166822000
Mary Helen Ln	E032	PICACHO	DIRT	16	COUNTY ROAD	0.526422000
Maverick Ct		ALTO	GRAVEL	24	COUNTY ROAD	0.064113000
Mcnalley Rd	B027	PINE LODGE	DIRT	18	COUNTY ROAD	5.843975000
Mesa Heights Dr	ENCHANTED MESA	ALTO	GRAVEL	16	COUNTY ROAD	0.036130000
Mesa Heights Dr	ENCHANTED MESA	ALTO	GRAVEL	16	COUNTY ROAD	0.367783000
Mesa Heights Dr	ENCHANTED MESA	ALTO	GRAVEL	16	COUNTY ROAD	0.095277000
Mesa Heights Dr	ENCHANTED MESA	ALTO	GRAVEL	16	COUNTY ROAD	0.090318000
Mesa Heights Dr	ENCHANTED MESA	ALTO	GRAVEL	16	COUNTY ROAD	0.088323000
Mesa Vista Ln	MOUNTAIN PL	ALTO	ASPHALT	22	COUNTY ROAD	0.108094000
Mesita Rd		ALTO	GRAVEL	18	COUNTY ROAD	0.168830000
Metzger Rd		ALTO	DIRT	12	COUNTY ROAD	0.107011000
Mexicali Way	CENTRO	ALTO	GRAVEL	14	COUNTY ROAD	0.088700000
Midiron Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.169857000
Midiron Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.177259000
Midiron Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.030272000
Midiron Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.402381000
Midiron Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.072365000
Midiron Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.141800000
Miller Crossing Rd	B029	PINE LODGE	DIRT	16	COUNTY ROAD	5.965162000
Mink Ln		ALTO	ASPHALT	20	COUNTY ROAD	0.047916000
Mink Ln		ALTO	ASPHALT	20	COUNTY ROAD	0.049749000
Mira Monte Rd		ALTO	ASPHALT	22	COUNTY ROAD	0.309401000
Mira Monte Rd		ALTO	ASPHALT	22	COUNTY ROAD	0.418362000
Mira Monte Rd	MIRA MONTE CT	ALTO	ASPHALT	22	COUNTY ROAD	0.036138000
Moccasin Trl	BUCK PL	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.064067000
MOCCASIN TRL	BUCK PL	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.165270000
MOGUL RD	VAIL/RED RIVER	ALTO	GRAVEL	18	COUNTY ROAD	0.035785000
MOGUL RD	VAIL/RED RIVER	ALTO	GRAVEL	18	COUNTY ROAD	0.165670000

MOGUL RD	VAIL/RED RIVER	ALTO	GRAVEL	18	COUNTY ROAD	0.133847000
MOGUL RD	VAIL/RED RIVER	ALTO	GRAVEL	18	COUNTY ROAD	0.019411000
MOGUL RD	ASPEN	ALTO	ASPHALT	18	COUNTY ROAD	0.203183000
Monjeau Lookout Rd	FS117	ALTO	GRAVEL	16	COUNTY/FOREST	0.455911000
Monjeau Lookout Rd	FS117	ALTO	DIRT	16	COUNTY/FOREST	2.389897000
Monjeau Lookout Rd	FS117	ALTO	DIRT	16	COUNTY/FOREST	0.096345000
Monjeau Lookout Rd	FS117	ALTO	DIRT	16	COUNTY/FOREST	2.369897000
Monjeau Lookout Rd	FS117	ALTO	DIRT	16	COUNTY/FOREST	0.119527000
Monjeau Lookout Rd	FS117	ALTO	DIRT	16	COUNTY/FOREST	0.026964000
Monjeau Lookout Rd	FS117	ALTO	DIRT	16	COUNTY/FOREST	0.113194000
Monjeau Lookout Rd	FS117	ALTO	GRAVEL	16	COUNTY/FOREST	0.181264000
Monte Vista	MT. VIEW	CAPITAN	GRAVEL	16	COUNTY ROAD	0.240762000
Mount Hood Rd		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.049249000
Mount Hood Rd		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.046684000
Mount Hood Rd		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.045609000
Mountain Oak Ct		ALTO	ASPHALT	18	COUNTY ROAD	0.045702000
MULE DEER CT	RED DEER CT	ALTO	ASPHALT	20	COUNTY ROAD	0.078109000
MULHOLLAND LN		ALTO	ASPHALT	15	COUNTY ROAD	0.061302000
Mulligan Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.077444000
Mulligan Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.373692000
Musket Ct		RUIDOSO	GRAVEL	15	COUNTY ROAD	0.334252000
Musketball Dr	BIG BEAR RD	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.071890000
Musketball Dr	BIG BEAR RD	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.170089000
Musketball Dr	BIG BEAR RD	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.163871000
Musketball Dr	BIG BEAR RD	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.085456000
Musketball Dr		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.245551000
Musketball Dr		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.419318000
Mutt Shanks Rd	E037	BORDER HILL	DIRT	18	COUNTY ROAD	4.671158000
NARROW WAY		ALTO	ASPHALT	20	COUNTY ROAD	0.042508000

NEILL RD	LA JUNTA DR	ALTO	ASPHALT	24	COUNTY ROAD	0.159257000
NEILL RD		ALTO	ASPHALT	14	COUNTY ROAD	0.050933000
NEILL RD		ALTO	ASPHALT	14	COUNTY ROAD	0.160898000
NEILL RD		ALTO	ASPHALT	14	COUNTY ROAD	0.105443000
Nogal Canyon Rd	C015	NOGAL	GRAVEL	20	COUNTY ROAD	2.925458000
Nogal Canyon Rd	FS400	NOGAL	DIRT	16	COUNTY/FOREST	4.230544000
Nugget Ln		WHITE OAKS	GRAVEL	18	COUNTY ROAD	0.187822000
O Bar O Rd	A010	NOGAL	GRAVEL	18	COUNTY ROAD	3.261453000
O Bar O Rd	A010	NOGAL	GRAVEL	18	COUNTY ROAD	4.488484000
Old Angus Rd	C026	ANGUS	GRAVEL	16	COUNTY ROAD	0.031560000
Old Angus Rd	WEST ST	ANGUS	GRAVEL	16	COUNTY ROAD	0.065766000
Old Bridge Rd	C027	ANGUS	GRAVEL	14	COUNTY ROAD	0.074095000
Oscuro Range Rd	A003	OSCURO	GRAVEL	20	COUNTY ROAD	3.389713000
Oso Loop	DEER PARK CIR	ALTO	ASPHALT	22	COUNTY ROAD	0.027785000
Oso Loop	DEER PARK CIR	ALTO	ASPHALT	22	COUNTY ROAD	0.036281000
Oso Loop	DEER PARK CIR	ALTO	ASPHALT	22	COUNTY ROAD	0.121801000
OTTER CT	ALTO DR	ALTO	GRAVEL	16	COUNTY ROAD	0.070772000
Paintbrush Ct	PINON CT	ALTO	ASPHALT	22	COUNTY ROAD	0.037557000
Paintbrush Ct	PINON CT	ALTO	ASPHALT	22	COUNTY ROAD	0.145126000
Pajarita St		RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.127526000
Partridge Ct		ALTO	ASPHALT	22	COUNTY ROAD	0.055719000
Paseo De Aguayo	PENA DR	ALTO	ASPHALT	24	COUNTY ROAD	0.423616000
Paso Monte Loop	D003	ALTO	ASPHALT	22	COUNTY ROAD	0.465563000
Paso Monte Loop	D003	ALTO	ASPHALT	22	COUNTY ROAD	0.246838000
Paso Monte Loop	D003	ALTO	ASPHALT	22	COUNTY ROAD	0.771845000
Paso Monte Loop	D003	ALTO	ASPHALT	22	COUNTY ROAD	0.052115000
Paso Monte Loop	D003	ALTO	ASPHALT	22	COUNTY ROAD	0.711720000
Pat Garrett Ct	N PAT GARRETT CT	ALTO	GRAVEL	24	COUNTY ROAD	0.026182000
PAT GARRETT CT	S PAT GARRETT CT	ALTO	GRAVEL	24	COUNTY ROAD	0.047394000

Patos Rd	A040	WHITE OAKS	DIRT	20	COUNTY ROAD	8.386659000
Patos Rd	A040	CAPITAN	DIRT	20	COUNTY ROAD	3.860508000
Pearson St	PEARSON CT	RUIDOSO	GRAVEL	20	COUNTY ROAD	0.063258000
Pearson St		RUIDOSO	GRAVEL	22	COUNTY ROAD	0.278361000
Pecos Ct		ALTO	ASPHALT	24	COUNTY ROAD	0.451098000
Peebles Rd		ALTO	GRAVEL	18	COUNTY ROAD	0.161955000
Peebles Rd		ALTO	GRAVEL	18	COUNTY ROAD	0.052254000
PERRY SPRING TRL	E005	GLENCOE	GRAVEL	20	COUNTY ROAD	0.306869000
Pfingsten Rd	PINON	NOGAL	DIRT	16	COUNTY ROAD	0.221742000
Pfingsten Rd	PINON	NOGAL	DIRT	16	COUNTY ROAD	0.441308000
Pfingsten Rd	C016	NOGAL	DIRT	18	COUNTY ROAD	0.774355000
Pfingsten Rd	FS9012A	NOGAL	DIRT	16	COUNTY/FOREST	0.542482000
Pfingsten Rd	C016	NOGAL	DIRT	18	COUNTY/FOREST	0.077987000
Pheasant Ct		ALTO	ASPHALT	20	COUNTY ROAD	0.049336000
Picacho Rd	E030	PICACHO	DIRT	20	COUNTY ROAD	5.131855000
Picacho Rd	E030	PICACHO	DIRT	20	COUNTY ROAD	8.778230000
Picacho Rd	E028	PICACHO	DIRT	20	COUNTY ROAD	8.241064000
Piedra Vista		ALTO	GRAVEL	24	COUNTY ROAD	0.057711000
Pine Cone Ln	PONDEROSA DR	ALTO	ASPHALT	22	COUNTY ROAD	0.282656000
Pine Cone Ln	PONDEROSA DR	ALTO	ASPHALT	22	COUNTY ROAD	0.037325000
Pine Hill Trl	PINE HILL LOOP	ALTO	GRAVEL	24	COUNTY ROAD	0.105444000
PINE HILL TRL	PINE HILL LOOP	ALTO	GRAVEL	24	COUNTY ROAD	0.357855000
Pine Knot Trl	PINON DR	ALTO	GRAVEL	22	COUNTY ROAD	0.197723000
PINE RIDGE RD		CAPITAN	GRAVEL	18	COUNTY ROAD	0.118875000
PINEHAVEN CT	PINE HILL CT	ALTO	GRAVEL	24	COUNTY ROAD	0.054460000
Pinehurst Rd	FOREST DR	ALTO	ASPHALT	20	COUNTY ROAD	0.166585000
Pinehurst Rd	FOREST DR	ALTO	ASPHALT	20	COUNTY ROAD	0.097206000
Pinehurst Rd	FOREST DR	ALTO	ASPHALT	20	COUNTY ROAD	0.219077000
Pino Rd	A011	CARRIZOZO	DIRT	15	COUNTY ROAD	0.750422000

Pino Rd	A011	CARRIZOZO	DIRT	15	COUNTY ROAD	0.322064000
Pinos Altos Ln		ALTO	GRAVEL	22	COUNTY ROAD	0.261910000
Placitas Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.692518000
Placitas Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.220806000
Placitas Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.051605000
Pomp Ct	N. CENTER DR	CAPITAN	GRAVEL	20	COUNTY ROAD	0.252516000
Porcupine Ct	DEER PARK CT	ALTO	ASPHALT	20	COUNTY ROAD	0.045767000
Pow Wow Trl	PAPOOSE PL	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.114912000
Powell St		RUIDOSO	GRAVEL	20	COUNTY ROAD	0.053238000
Powell St		RUIDOSO	GRAVEL	22	COUNTY ROAD	0.114581000
Powell St		RUIDOSO	GRAVEL	22	COUNTY ROAD	0.109247000
Powell St		RUIDOSO	GRAVEL	22	COUNTY ROAD	0.090908000
Proctor Rd	B016	LON	DIRT	14	COUNTY ROAD	1.651778000
PRONGHORN LN	ALTO DR	ALTO	ASPHALT	18	COUNTY ROAD	0.197812000
Prospect Rd		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.171590000
Purcella Rd	E026	TINNIE	DIRT	18	COUNTY ROAD	0.377844000
Quail Run Ln		ALTO	ASPHALT	22	COUNTY ROAD	0.091054000
Quail Run Ln		ALTO	ASPHALT	22	COUNTY ROAD	0.053896000
Racoon Ct		ALTO	ASPHALT	18	COUNTY ROAD	0.086592000
RAIN DANCE TRL	SQUAW PL	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.195061000
Rainwater Way	SPRING RD	RUIDOSO	GRAVEL	15	COUNTY ROAD	0.042841000
Rainwater Way	SPRING RD	RUIDOSO	GRAVEL	15	COUNTY ROAD	0.070120000
Rancher Rd	VALLEYVIEW	RUIDOSO DOWNS	ASPHALT	22	COUNTY ROAD	0.052262000
Rancher Rd	VALLEYVIEW	RUIDOSO DOWNS	ASPHALT	22	COUNTY ROAD	0.102507000
Rancher Rd	VALLEYVIEW	RUIDOSO DOWNS	ASPHALT	22	COUNTY ROAD	0.096380000
Rancher Rd	VALLEYVIEW	RUIDOSO DOWNS	ASPHALT	22	COUNTY ROAD	0.073904000
Ranchmans Camp Rd	C013 / FS105	NOGAL	DIRT	16	COUNTY/FOREST	3.904451000
Ranchmans Camp Rd	C013 / FS105	CAPITAN	DIRT	16	COUNTY/FOREST	1.957164000
Ranger Rd	CO16	NOGAL	DIRT	18	COUNTY ROAD	0.327086000

Ranger Rd	CO16	NOGAL	DIRT	18	COUNTY/FOREST	0.821094000
Ranger Rd	CO16	NOGAL	DIRT	18	COUNTY/FOREST	0.333672000
Rango Loop		ALTO	GRAVEL	18	COUNTY ROAD	0.245958000
RAVEN RIDGE RD	RAVEN DR	RUIDOSO	DIRT	18	COUNTY ROAD	0.406568000
Ravens Wing		ALTO	ASPHALT	18	COUNTY ROAD	0.064661000
Ravens Wing		ALTO	ASPHALT	18	COUNTY ROAD	0.145826000
Rawhide Rd	CEDAR LN	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.026607000
Rawhide Rd	CEDAR LN	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.049140000
Rawhide Rd	CEDAR LN	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.063322000
Rawhide Rd	CEDAR LN	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.061498000
Reagan Rd		RUIDOSO	DIRT	18	COUNTY ROAD	0.052501000
Red Bluff Rd	B048	LON	DIRT	16	COUNTY ROAD	10.157606000
Red Cloud Canyon Rd	A023	CORONA	DIRT	16	COUNTY ROAD	1.442780000
Red Cloud Canyon Rd	A023	CORONA	DIRT	16	COUNTY/FOREST	7.825930000
Red Cloud Canyon Rd	A023	CORONA	DIRT	16	COUNTY/FOREST	2.984279000
Red Cloud Rd	A027	CORONA	DIRT	22	COUNTY/FOREST	3.118944000
Red Hawk Ln	EAGLE CT	ALTO	ASPHALT	22	COUNTY ROAD	0.050690000
Red Hawk Ln	EAGLE CT	ALTO	ASPHALT	22	COUNTY ROAD	0.158687000
Red Lake Rd	A013	CARRIZOZO	DIRT	14	COUNTY ROAD	2.552731000
Red River Pl		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.119728000
REINDEER DR		ALTO	ASPHALT	20	COUNTY ROAD	0.278893000
Reynolds Cir	REYNOLDS DR	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.150534000
Reynolds Cir	REYNOLDS DR	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.089647000
Reynolds Cir	REYNOLDS DR	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.284865000
Reynolds Cir	REYNOLDS DR	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.121818000
Reynolds Cir	REYNOLDS DR	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.070859000
Reynolds Cir	REYNOLDS DR	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.044093000
Reynolds Cir	REYNOLDS DR	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.067764000
Reynolds Cir	REYNOLDS DR	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.115808000

Reynolds Cir	REYNOLDS DR	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.050637000
Reynolds Cir	REYNOLDS DR	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.054278000
Reynolds Cir	REYNOLDS DR	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.081887000
RIALTO DR		ALTO	ASPHALT	24	COUNTY ROAD	0.043356000
Richardson Canyon Rd	B006	CAPITAN	DIRT	18	COUNTY ROAD	2.014797000
Richardson Rd	C014	NOGAL	DIRT	16	COUNTY ROAD	0.243496000
Richardson Rd	C014	NOGAL	DIRT	16	COUNTY/FOREST	1.292032000
Riley Rd	E035	BORDER HILL	DIRT	18	COUNTY ROAD	3.019406000
Rillito Rd	LITTLE CREEK RD	ALTO	DIRT	12	COUNTY ROAD	0.017385000
Rillito Rd	LITTLE CREEK RD	ALTO	DIRT	12	COUNTY ROAD	0.057926000
Rillito Rd	LITTLE CREEK RD	ALTO	DIRT	12	COUNTY ROAD	0.015880000
Rillito Rd	LITTLE CREEK RD	ALTO	DIRT	12	COUNTY ROAD	0.058829000
Rillito Rd	LITTLE CREEK RD	ALTO	DIRT	12	COUNTY ROAD	0.026799000
Rincon Rd		ALTO	GRAVEL	16	COUNTY ROAD	0.133432000
Roadrunner Dr		NOGAL	GRAVEL	24	COUNTY ROAD	0.088004000
Roadrunner Dr		NOGAL	GRAVEL	24	COUNTY ROAD	0.249739000
Roadrunner Dr		NOGAL	GRAVEL	24	COUNTY ROAD	0.202561000
Roblito Rd		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.225198000
ROBLITO RD		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.235148000
Rocky Rd		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.187186000
ROSE WOOD TRL	LA JUNTA DR	ALTO	GRAVEL	24	COUNTY ROAD	0.140720000
ROSE WOOD TRL	LA JUNTA DR	ALTO	GRAVEL	24	COUNTY ROAD	0.140134000
ROUND MTN RANCH RD	B017	LON	DIRT	14	COUNTY ROAD	1.557646000
Royce Rd	B015	LON	DIRT	14	COUNTY ROAD	1.330473000
Royce Rd	B015	CORONA	DIRT	14	COUNTY ROAD	4.431188000
ROYCE RD	B015	LON	DIRT	14	COUNTY ROAD	1.965770000
Rue De Rue	E041	ARABELA	DIRT	18	COUNTY ROAD	0.091338000
RUTH RD		NOGAL	GRAVEL	20	COUNTY ROAD	0.174411000
RUTH RD		NOGAL	GRAVEL	20	COUNTY ROAD	0.363597000

RUTH RD		NOGAL	GRAVEL	20	COUNTY ROAD	0.624584000
Sacramento Ct	SACRAMENTO CIR	ALTO	ASPHALT	24	COUNTY ROAD	0.068917000
Saddle Pass Dr		CAPITAN	GRAVEL	22	COUNTY ROAD	0.465106000
SADDLE SLOPE RD		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.409964000
Saddleback Rd	WHITE TAIL DR	ALTO	ASPHALT	20	COUNTY ROAD	0.369897000
Saddleback Rd	WHITE TAIL DR	ALTO	ASPHALT	20	COUNTY ROAD	0.216107000
Saddleback Rd		ALTO	ASPHALT	20	COUNTY ROAD	0.084187000
Saddleback Rd		ALTO	ASPHALT	20	COUNTY ROAD	0.194821000
Saddleback Rd		ALTO	ASPHALT	20	COUNTY ROAD	0.491207000
Saddleback Rd		ALTO	ASPHALT	20	COUNTY ROAD	0.056321000
Sage Rd	COLLEGE RD	ALTO	ASPHALT	20	COUNTY ROAD	0.079102000
Sage Rd	COLLEGE RD	ALTO	ASPHALT	20	COUNTY ROAD	0.070093000
Sage Rd	COLLEGE RD	ALTO	ASPHALT	20	COUNTY ROAD	0.055106000
SAGEBRUSH RD	CHAPPARAL	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.183100000
SAGEBRUSH RD	CHAPPARAL	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.051626000
SAGEBRUSH RD	CHAPPARAL	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.126002000
SALAZAR CANYON RD	C005 / FS502	LINCOLN	DIRT	16	COUNTY ROAD	2.971906000
Salazar Canyon Rd	C002/FS57	LINCOLN	DIRT	18	COUNTY/FOREST	0.009668000
Salazar Canyon Rd	C002/FS57	LINCOLN	DIRT	18	COUNTY/FOREST	0.853108000
Salazar Canyon Rd	C002/FS57	LINCOLN	DIRT	18	COUNTY/FOREST	3.257024000
Salazar Canyon Rd	C002/FS57	LINCOLN	DIRT	18	COUNTY/FOREST	0.135390000
Salazar Canyon Rd	C002/FS57	LINCOLN	DIRT	18	COUNTY/FOREST	2.027005000
Salt Peak Trl		NOGAL	GRAVEL	16	COUNTY ROAD	0.077392000
Salt Peak Trl		NOGAL	GRAVEL	16	COUNTY ROAD	0.107464000
Saltbush Rd	OAK DR/ WELL RD	ANGUS	ASPHALT	20	COUNTY ROAD	0.137552000
Saltbush Rd	OAK DR/ WELL RD	ANGUS	ASPHALT	20	COUNTY ROAD	0.035504000
Sam Bass Ct		ALTO	GRAVEL	24	COUNTY ROAD	0.039826000
San Mateo Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.744156000
San Pablo Heights Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.112710000

San Pablo Heights Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.138436000
Sanchez Rd	E010	SAN PATRICIO	GRAVEL	18	COUNTY ROAD	0.112698000
Sanchez Rd	E010	SAN PATRICIO	GRAVEL	18	COUNTY ROAD	0.055311000
Sanchez Rd	E010	SAN PATRICIO	GRAVEL	18	COUNTY ROAD	0.164285000
Sandesta Dr		ALTO	ASPHALT	24	COUNTY ROAD	1.118118000
Sandesta Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.364370000
Sandesta Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.157912000
Sandesta Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.105327000
Sandesta Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.126731000
Sandesta Dr		ALTO	ASPHALT	24	COUNTY ROAD	1.196358000
Sandesta Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.860678000
Sandesta Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.259241000
Santiago Cir	SANTIAGO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.302034000
Santiago Cir	SANTIAGO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.834509000
Santiago Cir	SANTIAGO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.260194000
Santiago Cir	SANTIAGO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.227583000
Santiago Cir	SANTIAGO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.858392000
Santiago Cir	SANTIAGO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.920238000
Santiago Cir	SANTIAGO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.186760000
Santiago Cir	SANTIAGO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.080030000
Santiago Cir	SANTIAGO DR	ALTO	ASPHALT	24	COUNTY ROAD	0.764121000
Sawmill Canyon Rd	RAINBOW CT	ALTO	ASPHALT	20	COUNTY ROAD	0.323533000
Schlarb Rd	A005	CARRIZOZO	ASPHALT	24	COUNTY ROAD	2.328446000
Schlarb Rd	A005	CARRIZOZO	ASPHALT	24	COUNTY ROAD	0.316821000
Screaming Eagle		ALTO	ASPHALT	18	COUNTY ROAD	0.177245000
Serrano Rd	B031	PINE LODGE	DIRT	18	COUNTY ROAD	2.883821000
Seven Rivers Rd	B020	PINE LODGE	DIRT	18	COUNTY ROAD	3.640233000
Seven Rivers Rd	B020	PINE LODGE	DIRT	18	COUNTY ROAD	2.860752000
Seven Rivers Rd		PINE LODGE	GRAVEL	18	COUNTY ROAD	0.821759000

Seven Rivers Rd	B020	LON	DIRT	18	COUNTY ROAD	2.893926000
Seven Rivers Rd	B020	LON	DIRT	18	COUNTY ROAD	13.953269000
Seven Rivers Rd	B020	LON	DIRT	18	COUNTY ROAD	1.082050000
Seven Rivers Rd	B020	PINE LODGE	DIRT	18	COUNTY ROAD	12.248390000
Shauna Ln		ALTO	GRAVEL	24	COUNTY ROAD	0.241042000
Shauna Ln	WOODLAND DR	ALTO	GRAVEL	24	COUNTY ROAD	0.358890000
Shoshone Trl		ALTO	ASPHALT	24	COUNTY ROAD	0.058059000
Shoshone Trl		ALTO	ASPHALT	24	COUNTY ROAD	0.434265000
Sierra Vista Dr		ALTO	GRAVEL	24	COUNTY ROAD	0.072920000
Sierra Vista Dr		ALTO	GRAVEL	24	COUNTY ROAD	0.183501000
Sierra Vista Dr		ALTO	GRAVEL	24	COUNTY ROAD	0.188998000
Sierra Vista Dr		ALTO	GRAVEL	24	COUNTY ROAD	0.078129000
Silva Ranch Rd	C010	CAPITAN	GRAVEL	18	COUNTY ROAD	0.225556000
Silva Ranch Rd	C010	CAPITAN	GRAVEL	18	COUNTY ROAD	0.234091000
SILVA RANCH RD	C010	CAPITAN	GRAVEL	18	COUNTY ROAD	0.084267000
Silver Fox Ln	SILVERSTAR LN	ALTO	GRAVEL	24	COUNTY ROAD	0.489013000
Silvertip Trl	CAPITAN CT	ALTO	ASPHALT	20	COUNTY ROAD	0.044244000
Sitting Bull Ct		ALTO	GRAVEL	24	COUNTY ROAD	0.089026000
Skeen Rd	E028	PICACHO	DIRT	16	COUNTY ROAD	7.134490000
Skeen Rd	E028	PICACHO	DIRT	16	COUNTY ROAD	0.290405000
Snell Rd		CARRIZOZO	GRAVEL	24	COUNTY ROAD	0.493380000
Snell Rd		CARRIZOZO	GRAVEL	24	COUNTY ROAD	1.298803000
Snow Park Rd		ALTO	ASPHALT	24	COUNTY ROAD	0.028983000
SNOW PARK RD		ALTO	ASPHALT	24	COUNTY ROAD	0.241273000
SNOWFLAKE RD	DEER PARK RD	ALTO	ASPHALT	18	COUNTY ROAD	0.099872000
SNOWFLAKE RD	DEER PARK RD	ALTO	ASPHALT	18	COUNTY ROAD	0.042350000
SNOWFLAKE RD	DEER PARK RD	ALTO	ASPHALT	18	COUNTY ROAD	0.054513000
SNOWFLAKE RD	DEER PARK RD	ALTO	ASPHALT	18	COUNTY ROAD	0.082158000
Sonora Loop		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.285423000

Sonterra Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.425890000
Sonterra Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.484490000
Sonterra Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.141794000
Sonterra Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.348059000
Sparkey Rd	A014	ANCHO	DIRT	14	COUNTY ROAD	0.359911000
Spindle Rd	PINON CIR	CAPITAN	GRAVEL	16	COUNTY ROAD	0.489178000
Spotted Owl Rd		RUIDOSO	DIRT	14	COUNTY ROAD	0.217157000
Spring Canyon Rd	NORTH CEDAR CREEK/	RUIDOSO	GRAVEL	15	COUNTY ROAD	0.304187000
Spring Canyon Rd	NORTH CEDAR CREEK/	RUIDOSO	GRAVEL	15	COUNTY ROAD	0.100975000
Spring Canyon Rd	NORTH CEDAR CREEK/	RUIDOSO	GRAVEL	15	COUNTY ROAD	0.113613000
Spring Canyon Rd	NORTH CEDAR CREEK/	RUIDOSO	GRAVEL	15	COUNTY ROAD	0.091533000
Spring Canyon Rd	NORTH CEDAR CREEK/	RUIDOSO	GRAVEL	15	COUNTY ROAD	0.301334000
Spur Trl	E DEER TRL	CAPITAN	GRAVEL	14	COUNTY ROAD	0.515253000
SQUAW TRL		RUIDOSO	GRAVEL	12	COUNTY ROAD	0.212526000
Squaw Valley Rd		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.118247000
Squaw Valley Rd		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.048046000
St Andrews Ct	TIMBER CT	ALTO	ASPHALT	22	COUNTY ROAD	0.047163000
St Jude Rd	E012	SAN PATRICIO	GRAVEL	18	COUNTY ROAD	0.093745000
Stable Rd		ALTO	ASPHALT	22	COUNTY ROAD	0.458370000
Stable Rd		ALTO	ASPHALT	22	COUNTY ROAD	0.045270000
Stable Rd		ALTO	ASPHALT	22	COUNTY ROAD	0.170582000
Stable Rd		ALTO	ASPHALT	22	COUNTY ROAD	0.435405000
Stag Loop		ALTO	GRAVEL	20	COUNTY ROAD	0.288705000
Stag Loop		ALTO	GRAVEL	20	COUNTY ROAD	0.314520000
Stetson Rd	CANYON RD	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.018954000
Stetson Rd	CANYON RD	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.055701000
Stetson Rd	CANYON RD	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.095377000
Stetson Rd	CANYON RD	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.055405000
Stetson Rd	CANYON RD	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.043028000

STETSON RD	CANYON RD	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.029407000
STETSON RD	CANYON RD	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.064499000
STETSON RD	CANYON RD	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.064251000
Stone Rd	B002	CAPITAN	DIRT	20	COUNTY ROAD	1.194035000
Straley Rd	A017	ANCHO	DIRT	22	COUNTY ROAD	3.612123000
Straley Rd	A017	ANCHO	DIRT	22	COUNTY ROAD	0.325032000
Straley Rd	COUNTY ROAD A020	CORONA	DIRT	18	COUNTY ROAD	4.532777000
Straley Rd	A017	CORONA	DIRT	22	COUNTY ROAD	1.989399000
Straley Rd	A017	ANCHO	DIRT	22	COUNTY ROAD	1.812401000
Straley Rd	A017	ANCHO	DIRT	22	COUNTY ROAD	4.075616000
SUGAR BUSH RD		ALTO	ASPHALT	18	COUNTY ROAD	0.184767000
Sulkey Ct	SOUTH DR	NOGAL	GRAVEL	18	COUNTY ROAD	0.199746000
Sun Mountain Loop		ALTO	ASPHALT	24	COUNTY ROAD	0.221778000
Sun Mountain Loop		ALTO	ASPHALT	24	COUNTY ROAD	0.239228000
SUN VALLEY RD		ALTO	ASPHALT	24	COUNTY ROAD	0.114501000
SUN VALLEY RD		ALTO	ASPHALT	24	COUNTY ROAD	0.449904000
SUN VALLEY RD		ALTO	ASPHALT	24	COUNTY ROAD	0.084095000
SUN VALLEY RD		ALTO	ASPHALT	24	COUNTY ROAD	0.039489000
SUN VALLEY RD		ALTO	ASPHALT	24	COUNTY ROAD	0.042452000
SUN VALLEY RD		ALTO	ASPHALT	24	COUNTY ROAD	0.118844000
SUN VALLEY RD		ALTO	ASPHALT	24	COUNTY ROAD	0.082565000
SUN VALLEY RD		ALTO	ASPHALT	24	COUNTY ROAD	0.126205000
SUN VALLEY RD		ALTO	ASPHALT	24	COUNTY ROAD	0.192904000
Sundance Kid Ct		ALTO	GRAVEL	24	COUNTY ROAD	0.037937000
SUNLAND RD		ALTO	ASPHALT	20	COUNTY ROAD	0.145523000
Sunlit Ct	SUN VALLEY PL	RUIDOSO	GRAVEL	16	COUNTY ROAD	0.089861000
Sunset Dr		ALTO	ASPHALT	22	COUNTY ROAD	0.349999000
Surrey Ln	NOGAL LN	NOGAL	DIRT	24	COUNTY ROAD	0.250278000
Tall Pines Rd		RUIDOSO	GRAVEL	22	COUNTY ROAD	0.174845000

Tall Pines Rd		RUIDOSO	GRAVEL	22	COUNTY ROAD	0.108441000
Tanbark Canyon Rd	FS108	NOGAL	DIRT	18	COUNTY/FOREST	4.354697000
Tanglewood Ln		ALTO	ASPHALT	20	COUNTY ROAD	0.173788000
Tara Trl	E014	SAN PATRICIO	DIRT	18	COUNTY ROAD	0.205768000
TELLURIDE TRL		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.142191000
TELLURIDE TRL		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.225456000
TELLURIDE TRL		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.201537000
TELLURIDE TRL		RUIDOSO	GRAVEL	18	COUNTY ROAD	0.122322000
Thistle Rd	S. LOOP DR	ANGUS	DIRT	12	COUNTY ROAD	0.236538000
Tierra Nueva Dr		ALTO	ASPHALT	24	COUNTY ROAD	0.379291000
Tina Dr		CAPITAN	GRAVEL	18	COUNTY ROAD	0.523420000
Toboggan Trl	ASPEN	RUIDOSO	GRAVEL	16	COUNTY ROAD	0.201263000
Tombstone Ct	N TOMBSTONE CT	ALTO	GRAVEL	24	COUNTY ROAD	0.085528000
Tombstone Ct	S TOMBSTONE CT	ALTO	GRAVEL	24	COUNTY ROAD	0.050123000
Torrey Pines Trl		ALTO	ASPHALT	12	COUNTY ROAD	0.287022000
TOWER RD		RUIDOSO	GRAVEL	16	COUNTY ROAD	0.124956000
Transwestern Rd	B007	CAPITAN	DIRT	18	COUNTY ROAD	0.721739000
Transwestern Rd	B007	CAPITAN	DIRT	18	COUNTY ROAD	0.133741000
Transwestern Rd	B007	LON	DIRT	18	COUNTY ROAD	1.774088000
Transwestern Rd	B007	CAPITAN	DIRT	16	COUNTY ROAD	6.228887000
Transwestern Rd	B007	LON	DIRT	18	COUNTY ROAD	0.507262000
Transwestern Rd	B007	LON	DIRT	18	COUNTY ROAD	0.712989000
Transwestern Rd	B007	CAPITAN	DIRT	18	COUNTY ROAD	2.902092000
Transwestern Rd	B007	LON	DIRT	18	COUNTY ROAD	2.118882000
Transwestern Rd	B007	LON	DIRT	18	COUNTY ROAD	5.429637000
Transwestern Rd	B007	LON	DIRT	18	COUNTY ROAD	4.172766000
Transwestern Rd	B007	CAPITAN	DIRT	18	COUNTY ROAD	5.817044000
Tucson Mountain Rd	C008	CAPITAN	DIRT	16	COUNTY ROAD	0.483985000
Tucson Mountain Rd	C008	CAPITAN	DIRT	16	COUNTY ROAD	0.405669000

Tully Ln	E003/E004	GLENCOE	GRAVEL	22	COUNTY ROAD	0.540737000
Tully Ln	E003/E004	GLENCOE	GRAVEL	22	COUNTY ROAD	0.233570000
Twin Pines Rd		RUIDOSO	DIRT	15	COUNTY ROAD	0.052054000
Twin Pines Rd		RUIDOSO	DIRT	15	COUNTY ROAD	0.007963000
Twin Pines Rd		RUIDOSO	DIRT	15	COUNTY ROAD	0.027040000
Twin Tree Loop	TWIN TREE RD	ALTO	ASPHALT	20	COUNTY ROAD	0.074223000
Twin Tree Loop	TWIN TREE RD	ALTO	ASPHALT	20	COUNTY ROAD	0.393113000
Tyree Rd	A026	CORONA	DIRT	16	COUNTY ROAD	0.399374000
Upper Eagle Creek Rd	FS127A	ALTO	DIRT	16	COUNTY/FOREST	1.996875000
Vail Loop	ASPEN/MOGUL	ALTO	GRAVEL	18	COUNTY ROAD	0.080894000
Vail Loop	ASPEN/MOGUL	ALTO	GRAVEL	18	COUNTY ROAD	0.036701000
Vail Loop	ASPEN/MOGUL	ALTO	GRAVEL	18	COUNTY ROAD	0.088842000
Vail Loop	ASPEN/MOGUL	ALTO	GRAVEL	18	COUNTY ROAD	0.082672000
Vail Loop	ASPEN/MOGUL	ALTO	GRAVEL	18	COUNTY ROAD	0.265653000
Valley Ct		ALTO	ASPHALT	20	COUNTY ROAD	0.087196000
Valley Meadow Ct	DEER VALLEY CT	ALTO	ASPHALT	20	COUNTY ROAD	0.075446000
Vasco Bonita Rd	B041	LON	DIRT	18	COUNTY ROAD	8.418919000
Vawter Rd	B018	LON	DIRT	16	COUNTY ROAD	4.698345000
Vera Cruz Rd	C012/FS9971	CAPITAN	DIRT	16	COUNTY ROAD	0.230810000
Vera Cruz Rd	C012/FS9971	CAPITAN	DIRT	16	COUNTY ROAD	0.576028000
Vera Cruz Rd	C012/FS9971	CAPITAN	DIRT	16	COUNTY/FOREST	0.448787000
Verna Rd	JUNIPER	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.068830000
Via Aguila	EAGLE WAY	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.135571000
Via Aguila	TIMBER LN	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.110822000
Via Aguila	TIMBER LN	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.034553000
Via Madera	TIMBER LN	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.210970000
Via Madera	TIMBER LN	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.055177000
Via Selva	FOREST RD	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.087031000
Via Selva	FOREST RD	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.109366000

Via Selva	DEER TRL/FOREST PL	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.040971000
Via Selva	DEER TRL & FOREST PL	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.083009000
Via Tres Rios	E019	HONDO	GRAVEL	14	COUNTY ROAD	0.626019000
Via Venado	DEER TRL/FOREST PL	RUIDOSO	GRAVEL	18	COUNTY ROAD	0.102535000
Via Volante	ALTAMIRA CT	ALTO	ASPHALT	24	COUNTY ROAD	0.266088000
Villa Madonna Loop	VILLA MADONNA DR/	ALTO	DIRT	18	COUNTY ROAD	0.279416000
W Lobo Rd		CAPITAN	GRAVEL	18	COUNTY ROAD	0.251098000
Wagon Trl		RUIDOSO	ASPHALT	22	COUNTY ROAD	0.180862000
Wagon Trl		RUIDOSO	ASPHALT	22	COUNTY ROAD	0.130883000
Wagon Trl	HOMESTEAD WEST	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.068640000
Wagon Trl	HOMESTEAD WEST	RUIDOSO	ASPHALT	22	COUNTY ROAD	0.051545000
Wapiti Way	ELKS DR	ALTO	GRAVEL	18	COUNTY ROAD	0.319277000
War Bow Trl	BROKEN BOW	RUIDOSO	GRAVEL	22	COUNTY ROAD	0.115687000
Water Canyon Rd	A001 / COUNTRY CLUB	CARRIZOZO	GRAVEL	20	COUNTY ROAD	0.443235000
Water Spirit Trl	HORIZON DR	ALTO	ASPHALT	22	COUNTY ROAD	0.081820000
Water Spirit Trl	HORIZON DR	ALTO	ASPHALT	22	COUNTY ROAD	0.073705000
Water Spirit Trl	HORIZON DR	ALTO	ASPHALT	22	COUNTY ROAD	0.181699000
Watson Rd		RUIDOSO	GRAVEL	12	COUNTY ROAD	0.021136000
Watson Rd		RUIDOSO	GRAVEL	12	COUNTY ROAD	0.029339000
WHISKERS TRL	B025	LON	DIRT	18	COUNTY ROAD	2.649741000
WHISPER CT	LAKE DR	ALTO	GRAVEL	16	COUNTY ROAD	0.054821000
White Angel Ln	MESA DR	RUIDOSO DOWNS	GRAVEL	20	COUNTY ROAD	0.138939000
White Cat Rd	E012	SAN PATRICIO	GRAVEL	18	COUNTY ROAD	0.043693000
White Cat Rd	E012	SAN PATRICIO	GRAVEL	18	COUNTY ROAD	0.049644000
White Cat Rd	E012	SAN PATRICIO	GRAVEL	18	COUNTY ROAD	0.128832000
White Cat Rd	E013	SAN PATRICIO	GRAVEL	18	COUNTY ROAD	0.179006000
White Ct		ALTO	ASPHALT	22	COUNTY ROAD	0.035760000
White Oaks Canyon Rd	A041	WHITE OAKS	DIRT	14	COUNTY ROAD	1.600750000
Wild Rose Cir	HENDERSON; SPRUCE;	ANGUS	ASPHALT	24	COUNTY ROAD	0.025290446

Wild Rose Cir	HENDERSON; SPRUCE;	ANGUS	ASPHALT	24	COUNTY ROAD	0.237415000
Wild Rose Cir	HENDERSON; SPRUCE;	ANGUS	ASPHALT	24	COUNTY ROAD	0.198826000
Wild Rose Cir	HENDERSON; SPRUCE;	ANGUS	ASPHALT	24	COUNTY ROAD	0.204603000
Wild Turkey Ln		ALTO	ASPHALT	22	COUNTY ROAD	0.053322000
Wild Turkey Ln		ALTO	ASPHALT	22	COUNTY ROAD	0.045562000
Wildflower Trl	WILDWOOD CIR	RUIDOSO	GRAVEL	16	COUNTY ROAD	0.049922000
Wildflower Trl	WILDWOOD CIR	RUIDOSO	GRAVEL	16	COUNTY ROAD	0.051547000
Wildflower Trl	WILDWOOD CIR	RUIDOSO	GRAVEL	16	COUNTY ROAD	0.097506000
Windmill Rd	A017	ANCHO	GRAVEL	24	COUNTY ROAD	0.139436000
Windmill Rd	A017	ANCHO	GRAVEL	24	COUNTY ROAD	0.069409000
Windmill Rd	A017	ANCHO	GRAVEL	24	COUNTY ROAD	0.903829000
Windmill Rd	A017	ANCHO	GRAVEL	24	COUNTY ROAD	0.247706000
Windmill Rd	A017	ANCHO	GRAVEL	24	COUNTY ROAD	1.477136000
WINTER PARK RD		ALTO	ASPHALT	24	COUNTY ROAD	0.151672000
Winterhawk Heights		ALTO	ASPHALT	24	COUNTY ROAD	0.410005000
Winterhawk Heights		ALTO	ASPHALT	24	COUNTY ROAD	0.115858000
Withers Ln	A003	OSCURO	GRAVEL	20	COUNTY ROAD	1.200741000
Wolf Creek Rd	SCENIC LOOP	NOGAL	GRAVEL	24	COUNTY ROAD	0.732059000
Wolf Creek Rd	SCENIC LOOP	NOGAL	GRAVEL	24	COUNTY ROAD	0.238413000
Wolf Run Ln	CHIPMONK CT	ALTO	ASPHALT	22	COUNTY ROAD	0.041162000
Wolf Run Ln	CHIPMONK CT	ALTO	ASPHALT	22	COUNTY ROAD	0.060340000
Wolf Springs Loop		NOGAL	GRAVEL	24	COUNTY ROAD	0.883899000
Woodbrier Ct	WOODBRIER CIR	ALTO	ASPHALT	22	COUNTY ROAD	0.086794000
Woodpine Ct	STAG CT	ALTO	GRAVEL	18	COUNTY ROAD	0.177778000
Woodridge Ct	HIGH MESA CT	ALTO	ASPHALT	20	COUNTY ROAD	0.060548000
WOODWARD LN		ALTO	ASPHALT	18	COUNTY ROAD	0.069255000
WOODWARD LN	LA JUNTA DR	ALTO	ASPHALT	24	COUNTY ROAD	0.122429000
Wrangler Rd	TERRIS	RUIDOSO DOWNS	GRAVEL	24	COUNTY ROAD	0.050415000
Wrangler Rd	TERRIS	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.033369000

Wrangler Rd	TERRIS	RUIDOSO DOWNS	ASPHALT	24	COUNTY ROAD	0.050328000
Wrangler Rd	TERRIS	RUIDOSO DOWNS	GRAVEL	24	COUNTY ROAD	0.076264000
Wyatt Earp Ct	N WYATT EARP CT	ALTO	GRAVEL	24	COUNTY ROAD	0.064104000
Wyatt Earp Ct	S WYATT EARP CT	ALTO	GRAVEL	24	COUNTY ROAD	0.034837000
Yriart Rd	B028	PINE LODGE	DIRT	14	COUNTY ROAD	0.682738000
Zia Dr		CAPITAN	GRAVEL	14	COUNTY ROAD	0.157879000
Zorro Ln	FOX LN	ALTO	GRAVEL	24	COUNTY ROAD	0.550139000
					TOTAL	807.016689000
					COUNTY	705.724497000
					FOREST	101.292192000
					TOTAL	807.016689000

**COUNTY OF LINCOLN
RESOLUTION 2024-44**

CERTIFICATION OF ROAD MILEAGE

WHEREAS, on February 20, 2024, the Lincoln County Board of Commissioners received a report of the county's road mileage maintained by the Rural Addressing Department; and

WHEREAS, the New Mexico Department of Transportation requires formal notification stating that the Board of Commissioners certified the road mileage maintained; and

NOW, THEREFORE, BE IT RESOLVED, that the Lincoln County Board of Commissioners hereby certify the annual mileage of Lincoln County roads as being 807.016689000 miles.

PASSED, APPROVED AND ADOPTED this 20th day of February 2024.

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF LINCOLN,
STATE OF NEW MEXICO**

Todd F. Proctor, Chairman For/Against

Jon F. Crunk, Vice-Chairman For/Against

Samantha J. Serna, Member For/Against

Pierre S. Pfeffer, Member For/Against

Mark G. Fischer, Member For/Against

ATTEST:

Shannan Hemphill, County Clerk

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE COUNTY OF OTERO, CITY OF ALAMOGORDO, VILLAGE OF
RUIDOSO, 12th JUDICIAL DISTRICT ATTORNEY and THE COUNTY OF
LINCOLN

I. Identification of Parties

The parties of this memorandum of understanding are the governing bodies of the City of Alamogordo, the Chief of Alamogordo Police Department, the Village of Ruidoso, the Chief of Ruidoso Police Department, the County of Otero, the Sheriff of Otero County, the 12th Judicial District Attorney, the County of Lincoln, and the Sheriff of Lincoln County, collectively referred to as "parties".

II. Authority

The authority for this agreement is contained in Section 11-1-3, NMSA 1978, as amended.

III. Purpose

The purpose of this agreement is to state the general understandings between the involved parties, as heretofore stated, with regards to the development, implementation and operation of a drug enforcement task force to be named the White Mountain Drug Task Force. This Task Force will be funded, staffed, and operated by the parties herein identified.

IV. Establishment of a Board of Directors

A Board of Directors shall be established and shall be comprised of one representative from each party herein identified under Section I of this agreement, as well as any other representative from another law enforcement agency bound to cooperation with the Task Force through a separate MOU, as deemed fit through the current Board of Directors. The Board of Directors may designate agencies who participate occasionally with the task force, but who do not have a full-time assigned agent/officer to the task force, as Ex-Officio member(s) of the Board of Directors.

V. Board of Directors Rights and Responsibilities

- A. The Board of Directors (Board) shall meet no less than one (1) time, bi-annually, with the next meeting date being set at the previous or present meeting, but in any event the second meeting shall occur prior to the end of the calendar year. This requirement may be waived for any regularly scheduled bi-annual meeting by the majority vote of the Board. At the first annual meeting of the Board, the Board shall elect, by a majority vote, a Chairman of the Board. The Chairman of the Board shall conduct all meetings of the Board and shall ensure that the Board's decisions are conveyed to the affected personnel and/or Task Force Commander.
- B. The Task Force Commander shall make a report of the Task Force's efforts to the Board of Directors and the Board of Directors may offer suggestions, make requests and/or give direction to the Task Force Commander.
- C. The Board shall set policy policies for the operations of the Task Force.
- D. The Chairman of the Board will have the power to call meetings and set the rules of order for the meeting(s).
- E. The Chairman of the Board shall be the day-to-day Board of Directors point of contact for the commander of the task force.
- F. Each Board member shall have one vote per agenda item. A simple majority vote rules unless otherwise specified. A quorum will consist of a simple majority. An electronic or telephonic vote may be allowed. However, no proxy voting shall be allowed.
- G. The Chairman of the Board shall cause minutes of all Board meetings to be kept.
- H. Each board member may designate an alternate to represent him/her at any Board of Directors meetings.

VI. Specific Operating Policies and Procedures

Specific policies and procedures not contained herein, which may be necessary to further the purpose of this agreement may be developed and promulgated by agreement between the parties to this agreement. All policies and/or procedures which may be developed shall be approved by the Board. The provisions of this agreement shall not be changed or altered in any manner without unanimous approval of the Board of Directors.

VII. Law Enforcement Staffing

- A. Law enforcement staffing of the Task Force shall only be comprised of full-time qualified/certified law enforcement officers.
- B. Selection of the law enforcement personnel assigned from each agency shall be conducted by that agency.
- C. Each law enforcement agency shall furnish their respective personnel, which are assigned to the Task Force, with all the basic equipment, which may include, but not limited to, vehicles.

VIII. Non-Law Enforcement Personnel

- A. All non-law enforcement personnel shall go through the same selection and retention process as the law enforcement officers.
- B. All non-law enforcement personnel shall be subject to all appropriate rules and regulations of the Task Force.

IX. Temporary Staffing

- A. All temporary staff shall go through the same selection and retention process as the law enforcement officers.
- B. All temporary staff members shall be subject to all appropriate rules and regulations of the Task Force.
- C. The Board shall furnish, as necessary, additional law enforcement and/or support personnel to assist the Task Force. The support personnel shall be from one of the Board member's agencies or may be hired by the Board and paid for with grant funds or funds acquired from the Task Force forfeiture funds (within the limitations of the statutes, both Federal and State of New Mexico) and any other applicable rules or regulations.

X. General Funding

- A. Each law enforcement agency shall bear all costs for the personal services of their respective personnel that are assigned to the Task Force, including payment for wages, salaries, overtime and all fringe benefits.
- B. However, if funding is available for the payment of overtime by other sources such as, but not limited to grant funds, the grant funds should (or may) be used before the law enforcement agencies funds are used.

XI. Task Force Fiscal Agent

- A. The County of Otero shall act as the fiscal agent for the Task Force.

XII. Forfeiture Actions Filed in New Mexico State Courts

- A. All forfeiture actions filed under New Mexico statutes, regarding the White Mountain Drug Task Force, will be pursued by the 12th Judicial District Attorney's Office and done in compliance with the New Mexico "Forfeiture Act," § 31-27-1, NMSA 1978 et seq.
- B. Any and/or all necessary follow-up investigation, in reference to an asset being sought for forfeiture, will be conducted by the Task Force personnel, as directed by the Task Force Commander or the Deputy Commander.

XIII. Task Force Direction and Control

- A. The Board shall provide general oversight, direction and control for the Task Force.
- B. The Board shall, by majority vote, appoint one (1) Task Force Commander, who shall be responsible for the day-to-day supervision and control of investigative operations within Otero or Lincoln County, shall have reasonable fiscal control over the Task Force, and shall report directly to the Board of Directors. If grant funding is available the Task Force Commander position may be grant funded, at the discretion of the Board. The Board shall, by majority vote, decide if the position is to be grant funded and shall hire the person to fill the Task Force Commander position. The Task Force Commander shall be selected/retained by majority vote of the Board.
- C. The Board shall, by majority vote, appoint one (1) Task Force Deputy Commander, who shall be responsible for the day-to-day supervision and control of investigative operations within Otero County and Lincoln County. The Deputy Commander reports directly to the Commander. If grant funding is available the Task Force Deputy Commander position may be grant funded, at the discretion of the Board. The Board shall, by majority vote, decide if the position is to be grant funded and shall hire the person to fill the Task Force Deputy Commander position. The Task Force Deputy Commander shall be selected/retained by majority vote of the Board.
- D. The Commander shall be reside within the Counties of Lincoln or Otero.. When the Board votes on the selection of the Commander, all board members shall have one vote.
- E. The Deputy Commander shall reside within the Counties of Otero or Lincoln. When the board votes on the selection of the Deputy Commander, all board members shall have one vote.

XIV. Claims and Costs

- A. The parties agree that each entity shall be responsible for its own actions and those of its members, agents, and authorized representatives while conducting Drug Task Force operations or services.
- B. It is expressly understood and agreed by all parties and administering jurisdictions that no entity shall be held liable for the actions of any other entity, its members, or authorized representatives while in any manner participating in Drug Task Force activities.
- C. All parties to this agreement are "public employees," as defined in the New Mexico Tort Claims Act, and as such, do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s), or liability pursuant to the New Mexico Tort Claims Act. No provision in this memorandum of understanding modifies and/or waives

- any provision of the New Mexico Tort Claims Act as it relates to the parties, their departments, and their public employees.
- D. No party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1 et. seq. NMSA, 1978. Each signatory party participating in this agreement shall carry liability insurance or qualify as a self-insured entity as required by State or Federal law.
 - E. The parties hereto agree that this document is not intended, by any provisions or part here of, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related too or arising out of the provisions of this agreement.
 - F. Nothing in this agreement shall prevent one party from seeking some form of relief against another party when the issue is whether the terms of this agreement were violated.

XV. Duration of the Task Force

- A. The effective beginning date of the task force on the date that each party signs this agreement. This agreement shall continue in full force and effect until or unless modified by written agreement or terminated by any party. A party desiring to terminate this agreement must give 30 days' written notice to each of the parties. The termination of one party does not terminate the agreement between the remaining parties. This agreement shall be reviewed every four (4) years from the date of the last signature affixed to this agreement.

XVI. Dissolution of the Task Force

- A. In the event that this agreement is terminated, and the Task Force dissolved, the following shall apply:
 - 1. All personnel shall return to their respective agencies.
 - 2. Any personnel that are solely employees of the Task Force, funded by grant funds and/or forfeited funds, shall be given two (2) weeks notice of termination and then terminated from employment.
 - 3. All remaining forfeited cash assets and interest shall be equally distributed to each of the participating agencies.
 - 4. All forfeited non-cash assets accrued by the Task Force shall be equally distributed to each of the participating agencies.

5. All other assets, equipment, materials, or supplies shall be returned to the contributing agencies and the assets that were purchased by the Task Force shall be equally distributed to each of the participating agencies.
6. All equipment purchased with grant funds shall be disposed of in accordance with the grantor's policies and procedures.

Signed:

Otero County Commission Chairperson
Otero County Commission

Date

David Black, Sheriff
Otero County Sheriff's Office

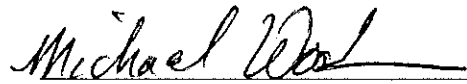
Date

Scott Key, District Attorney
12 Judicial District Attorney's Office

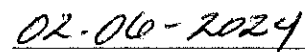
Date

Lincoln County Commission Chairperson
Chairman, Lincoln County Commission

Date



Michael Wood, Sheriff
Lincoln County Sheriff's Office



Date

Stephanie Hernandez, Acting City Manager
City of Alamogordo
City of Alamogordo

Date

David Kunihiro, Chief of Police
Alamogordo Police Department

Date

Mayor, Village of Ruidoso
Village of Ruidoso

Date

Lawerance Chavez, Chief of Police
Ruidoso Police Department

Date



County of Lincoln

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AGENDA ITEM NO. 8

SUBJECT:

Review of Boards/Committees Appointed by the Board of County Commissioners

- a. Chaves County Community Action Program (State Statute) – Term Expire 1/2024 – Current Member, Chairman Todd Proctor
 - 1 Reappoint or Appoint a New Commissioner Representative.
- b. Interstate Stream Commission (Sub-Committee on the Pecos) - Term Expire 1/2024 – Current Member, Chairman Todd Proctor
 - 1 Reappoint or Appoint a New Commissioner Representative.
- c. Approval to publish expired positions for the Land and Natural Resources Advisory Committee (2-year terms)
 - 1 Publish Interested Applicants for Reappointment and/or New Appointments for Districts 2, 3, 4, & At-Large.
- d. Approval to Publish Expired Positions for the Lincoln Historic Preservation Board (2-year terms)
 - 1 Publish interested applicants for reappointment and/or new appointments for District 5
- e. Lodger's Tax Committee (2-year term)
 - 1 Reappointment of Mr. John Hemphill to the Lodger's Tax Committee (set to expire April 2024).
 - 2 Appointment of Ms. Lori Lytle Coleman to the Lodger's Tax Committee for the Tourist Related membership.
- f. New Mexico County Insurance Authority – Workers' Compensation – Expired 12/2023 – Current Member Commissioner Jon Crunk, Current Alternate Ira Pearson
 - 1 Reappoint or appoint a new Commissioner Representative and alternate.
- g. New Mexico County Insurance Authority – Multi-Line Pool – Expired 12/2023 – Current Member Commissioner Jon Crunk, Current Alternate Ira Pearson.
 - 1 Reappoint or Appoint a New Commissioner Representative and Alternate.
- h. Approval to Publish Expired Positions for the Property Tax Protest Board (2-year term).
 - 1 Publish Interested Applicants for Reappointment and/or New Appointments for Two (2) Alternate Positions.
- i. Approval to Publish Expired Positions for the Road Review Advisory Committee (2-year term).
 - 1 Publish Interested Applicants for Reappointment and/or New Appointments for Two (2) Positions for Districts 4 & 5.
- j. Approval to Remove Ira Pearson and Francesca Herrera as Proxies for the Solid Waste Authority and Replace Them with an Elected Official and the County Manager.
- k. Discussion and Potential Appointment to the SERPTO Committee

Tuesday, February 20, 2024

ASSOCIATION OF COUNTIES, NEW MEXICO – 2 YEAR TERM (this term is up in June)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	TODD PROCTOR			01/17/2023	01/11/2025

BOARD MEMBER SHALL BE ELECTED BY ALL ELECTED OFFICIALS EVERY ODD YEAR. ELECTION SHALL BE CONDUCTED BY THE COUNTY CLERK.

BOARD OF REGISTRATION (CLERK'S OFFICE) 2 YEAR TERM (STATE STATUTES, SECTION 1-4-34)

DISTRICT NO	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
Rep.	JERRY MALY			07/01/2023	06/30/2025
Rep.	CHARLES RICK PRESTON			07/01/2023	06/30/2025
Dem.	DOROTHY SUSAN FINCH			07/01/2023	06/30/2025
Dem.	CHARMAINE O'ROURKE			07/01/2023	06/30/2025
Lib.	ROWENA SWINNEY			07/01/2023	06/30/2025
Rep.	ALTERNATE – CYNTHIA BLACK			07/01/2023	06/30/2025
Rep.	ALTERNATE – GARY POPPLEWELL			07/01/2023	06/30/2025
Rep.	ALTERNATE - SANDRA BARRETT			07/01/2023	06/30/2025
Dem.	ALTERNATE - BARB HIMMEL-ROBERTS			07/01/2023	06/30/2025
Dem.	ALTERNATE - SHANNON WARREN-WOLFE			07/01/2023	06/30/2025
Dem.	ALTERNATE - SHARON AMASTAE			07/01/2023	06/30/2025
Lib.	ALTERNATE - JEWELIANNA CANNON			07/01/2023	06/30/2025

NO MORE THAN TWO OF THE THREE PERSONS APPOINTED TO THE BOARD OF REGISTRATION SHALL BE MEMBERS OF THE SAME MAJOR POLITICAL PARTY AT THE TIME OF THEIR APPOINTMENT. IN ADDITION, THE BOARD OF COUNTY COMMISSIONERS SHALL APPOINT TWO ALTERNATES WHO SHALL NOT BELONG TO THE SAME POLITICAL PARTY AT THE TIME OF THEIR APPOINTMENT. IN MAKING ALL APPOINTMENTS TO THE BOARD OF REGISTRATION OR AS ALTERNATES TO THE BOARD OF REGISTRATION FROM THE LISTS OF THE COUNTY CHAIRMEN, THE BOARD OF COUNTY COMMISSIONERS SHALL GIVE PREFERENCE TO THE NAMES IN THE ORDER INDICATED BY THE NUMBERS ON THE LIST.

EMERGENCY PROGRAM MANAGER – 2 YEAR TERM (file folder #860)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	ARRON GRIEWAHN	BOX 25, HONDO, NM		09/28/2023	WITH OFFICE

CARRIZOZO HEALTH CENTER ADVISORY BOARD – 2 YEAR TERM

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	TODD OBERHEU– ADMINSTRATOR		1		INDEFINITE
	SCOTT SHAFTER – RETIRED BANK OFFICER		1		2020
	STEPHEN OTERO -MEDICAL DIRECTOR				INDEFINITE
	SUSAN HIGHTOWER-RANCHER				2018
	J.DALE GOAD-DENTIST		1		2020
	MELINDA HACKER – DENTIST				2018
	MEUNIER, REBECCA – NURSE PRACTITIONER				INDEFINITE
	TERRY RIEHL – PRACTICE ADMIN				INDEFINITE

CHAVES COUNTY COMMUNITY ACTION PROGRAM (STATE STATUTES)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
1	TODD PROCTOR	PO BOX 745, CAPITAN 88316	1	01/17/2023	01/2024

ECONOMIC DEVELOPMENT – ORDINANCE 2009-2

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION

INTERSTATE STREAM COMMISSION (SUB-COMMITTEE ON THE PECOS)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	TODD PROCTOR	PO BOX 745, CAPITAN 88316	1	01/17/2023	01/2024

LAND AND NATURAL RESOURCES ADVISORY COMMITTEE – 2 YEAR TERM (ORDINANCE NO. 2008-4)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
DIST 1	Pete Gnatkowski Vice Chairman pgnatkow@nmsu.edu 575-309-1021	724 Jacks Peak Road Carrizozo, NM 88301		04/19/2022	04/2024
DIST 2	Lance Hale	PO Box 745, Ruidoso Downs 88346		1/17/2023	1/2025
DIST 3	Kendal Wilson	PO Box 1055, Carrizozo		1/17/2023	1/2025
DIST 4	Preston Stone	PO box 484, Capitan 575-808-0729		1/17/2023	1/2025
DIST 5	Clark Taylor	Bearcat1952@icloud.com ; 575-937-3818		05/17/2022	5/2024
AT LARGE	Robert Shepperd	PO Box 38, Nogal 575-430-3848		1/17/2023	1/2025
AT LARGE	Robert Barber twob1601@hotmail.com	Box 126, 270 Cora Dutton Rd, Capitan 575-354-7018/575-808-9814		4/19/2022	4/2024

NO REQUIREMENT FOR AN APPOINTEE TO BE DOMICLED IN ANY PARTICULAR VOTING DISTRICT OF THE COUNTY. **PUBLICATION IS REQUIRED.** TWO AT-LARGE MEMBERS WILL BE SLECTED AND APPOINTED BY A MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS.

LINCOLN HISTORIC PRESERVATION BOARD – 2 YEAR TERM (ORDINANCE NO. 2004-5 (BOX 65, LINCOLN 88338))

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
DIST 1	Billy Roberts	PO Box Lincoln, NM 88338	5	05/16/2023	05/2025
DIST 2	JON AMASTAE JAMASTAE@YAHOO.COM	BOX 217, LINCOLN 575-653-4633 ©575-650-1890	5	04/19/2022	04/2024
DIST 3	Jack Faulk nonniefaulk@gmail.com	1416 CALLE LA PLACITYA, LINCOLN	5	06/14/2022	06/2024
DIST 4	Mary Ann Carpenter	PO Box 155, Lincoln, NM 88338	5	09/19/2023	09/2025
DIST 5	Elaine Allen	BOX 74, LINCOLN, NM 88338	5	12/20/2022	12/2024

MEMBERS MUST BE PROPERTY OWNERS IN THE HISTORIC DISTRICT. **PUBLICATION IS REQUIRED.**

LOCAL WORKFORCE INVESTMENT ACT ADVISORY BOARD – 03/03/00 – LEAVE IT ALONE (NO ACTION) 1/17/2023

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	LYNN WILLARD	109 NOGAL PLACE , RUIDOSO	2	02/17/15	
	CHET SOUTHARD	BOX 609, ALTO 88312	4		
	GARY COZZENS	709 MECHEM DRIVE, RUIDOSO 88345	4		

NOMINATIONS ARE MADE BY CHAMBERS OF COMMERCE AND APPOINTED BY OTHER MUNICIPALITIES.

LODGERS TAX COMMITTEE, LINCOLN COUNTY -2 YEAR TERM (ORDINANCE NO. 2004-04)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
850-375-5505	TOURIST RELATE- ASHLEY ROBERTS ashley@bonitovalleybrewing.com – VICE CHAIR	105 BOOT HILL RD, ALTO, NM 88312		03/16/2023	03/2025
575-973-8244	GENERAL PUBLIC – CODA OMNESS coda.omness@enmu.edu	PO BOX 28998 HWY 70, TINNIE 88351		1/16/2024	1/2026
575-937-8904	LODGING INDUSTRY – JOHN HEMPHILL; johnehemphill@gmail.com - CHAIRMAN	PO BOX 1006, CARRIZOZO 88301		04/19/2022	04/2024
	TOURIST RELATED – KATHLEEN MCDONALD kathleen@spencertheater.com	BOX 181, NOGAL, NM 88341		06/15/2021	06/2023
214-673-2840	LODGING INDUSTRY – DUSTY CORNELIUS- jamdust67@yahoo.com / reservations@highcountrylodge.net	859 HWY 48, ALTO, NM 88312		06/20/2023	06/2025

NEW MEXICO COUNTY INSURANCE AUTHORITY – WORKERS’ COMPENSATION

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	JON CRUNK	127 SLEEPY HOLLOW ROAD, RUIDOSO 88345	3	12/2022	12/2023
	ALTERNATE – IRA PEARSON			12/2022	12/2023

NEW MEXICO COUNTY INSURANCE AUTHORITY – MULTI-LINE POOL

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	JON CRUNK	127 SLEEPY HOLLOW RD, RUIDOSO 88345	3	12/2022	12/2023
	ALTERNATE – IRA PEARSON			12/2022	12/2023

PREDATORY ANIMAL CONTROL BOARD, LINCOLN COUNTY – 5 YEAR TERM (STATUTE 77-15-7thru12)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	MARK HENDRICKS	BOX 307, CARRIZOZO 88301	1	06/16/2020	06/2025
	JIM COOPER	HC73 BOX 25, TINNIE 88351	5	06/16/2020	06/2025
	RON MERRITT	HC66 BOX 30, YESO 88136	1	06/16/2020	06/2025

	MIKE SKEEN	BOX 67, PICACHO 88343	5	06/16/2020	06/2025
	LEE SULTEMEIER	Box 147, CORONA 88318		06/16/2020	06/2025
	BILLY BOB SHAFER	BOX 82, CARRIZOZO 88301	1	06/16/2020	06/2025

ACB HOLDS ELECTION – PUBLICATION IS REQUIRED
(RATE WENT FROM \$.55 TO \$.75)

PROPERTY TAX PROTEST BOARD – 2 YEAR TERM (Statute 7-38-25)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	JAMES RUSS 575-937-2756; JAMES@RUIDOSOHOMESNLAND.COM	PO BOX 2362, RUIDOSO, NM		07/18/2023	07/2025
	DAN KNORR 575-937-4758 DBKNORR@ZIANET.COM	PO BOX 1621, ALTO, NM 88312		4/19/2022	4/2024
	ALTERNATE: PATSY SANCHEZ	BOX 637 CARRIZOZO, NM 88301		06/16/2020	06/2022
	ALTERNATE – DEREK MOORHEAD 575-937-2554; PIZZAHUT_2@BAJABB.COM	139 PONDEROSA DR, RUIDOSO		06/16/2020	06/2022

ROAD REVIEW ADVISORY COMMITTEE, LINCOLN COUNTY – 2 YEAR TERM (ORDINANCE NO. 2003-5)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
DIST 1	LANCE HALE 575-430-9060 nmcrittergitter@yahoo.com	BOX 745 RUIDOSO DOWNS, 88346	1	1/17/2023	1/2025
DIST 2	ROBERT BARBER twob1601@hotmail.com	BOX 126, CAPITAN, NM	1	04/19/22	04/2024
DIST 3	JAMES RUSS	PO BOX 2362 RUIDOSO NM	3	07/18/2023	07/2025
DIST 4					
DIST 5	Billy Seelbach	406 Gavilan Canyon Rd. Ruidoso, NM 88345		2/18/2020	2/2022

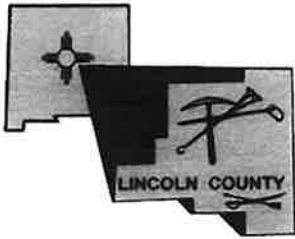
PUBLICATION IS REQUIRED

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT (SNMEDD) 2 YEAR TERM

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	JON CRUNK	127 SLEEPY HOLLOW RD, RUIDOSO 88345	3	01/17/2023	01/25
	ALTERNATE – JEFFREY HONEYCUTT			01/17/2023	01/25

SOLID WASTE AUTHORITY, LINCOLN COUNTY – 2 YEAR TERM (AGREEMENT NO. 343)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	GARY WILLIAMS		5		
	BILL HIGNIGHT, MAYOR	BOX 37, CORONA 88318	1		
	RAY DEAN – CHAIR		1		



County of Lincoln

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February 6, 2024

John Hemphill
PO Box 1006
Carrizozo, NM 88301

Dear Mr. Hemphill:

Your term for the Lodger's Tax Committee is set to expire in April of 2024. If you would like to serve an additional two-year term and be re-appointed at the next commission meeting, February 20, 2024, please indicate below and return for further processing.

Thank you for serving on this Board, and hopefully you will continue to serve. If I can be of any assistance to you, please contact this office.

Sincerely,

B. Ventura

Brianna Ventura

Administrative Assistant/

Human Resources Director

☒

Yes, I would like to be re-appointed to the Lodger's Tax Committee.

☐

No, I would not like to be re-appointed at this time.

John Hemphill

John Hemphill

Spanish Stirrup Rock Shop, LLC / SS Stone Gallery
148 Hill Country Rd. 6355 Stirrup Rd SE
Alto, NM. 88312 Deming, NM. 88030
lorilytlecoleman@gmail.com 575-545-2814

Bio for Lori Lytle Coleman Owner/Operator Spanish Stirrup Rock Shop, LLC & SS Stone Gallery-

Lori's pursuit of rocks began in a cotton field in Yazoo County, MS in the 1980's. Picking up rocks and hoping for signs of arrowheads was an activity she shared with her late husband and now grown children Blue and Bobbie. The occasional family fishing trip into Arkansas allowed time to run over to Mt. Ida for quartz crystal digging. The hobby of hounding was beginning. In the winters whitetail hunting opened the opportunity to pick up petrified wood in the creeks and streams of the Mississippi Hill Country. In 2009 the family retired from farming and headed out west to chase the rockhounding bug. In a small rural community named Deming was the start of what is known as the Spanish Stirrup Rock Shop. In an area called The Little Florida Mountain in 2010 Coleman discovered Eggzilla. A deposit on private land. Large thundereggs are produced on this deposit and most now go into jewelry. A claim on BLM land of thundereggs named Lava Cap was next. Known for their crazy pseudomorphs. Lori successfully acquired 4 state sections in 2015 where she has uncovered more deposits, Lost Rabbit, Mine Shaft, Tavernier. Lori digs her deposits with a large excavator. Reclamation is an important part of closing her mining trips.

The importance of a world class polish on a world class specimen pushed Lori into revolutionizing her polishing process. Actually, Bruce her fiancé had a huge part in it too. After much research they swapped over to the Covington Reciprocals' to polish. In their new state of the art facility in Alto, NM they can turn out hundreds of polished specimens a week. The facility was originally constructed in 2018 and she quickly outgrew it. In 2023 an addition completed her dream shop. Now the largest processing facility of its type in North America, Lori hosts thousands of visitors and clubs a year to see all of her rock creations and learn how to use equipment.

Rock Shows used to be a large part of Lori's year, Tucson, Quartzite, Denver, Lubbock, Dallas, Arlington, Houston, San Antonio, New Jersey to just name a few. Lori no longer does trade shows because of her vigorous mining schedule of 100 days a year in New Mexico and Oregon. In June 2019 she was the keynote speaker at the International Agate Expo in Austin, Texas. The first woman to ever be given this honor. In a typical year her mining schedule is February mining Mine Shaft, Lost Rabbit and Lindbergh Thundereggs all in New Mexico. Then in May she will be at Pink Lady Plume Agate and Million Dollar Hill Sagenite deposits near Graveyard Point in Oregon. July takes her back to Oregon to mine Carrasite & Pride Jaspers. Then in the fall one month mining her world class thundereggs here in NM. Each trip is at least 30 days but can run over due to weather conditions. This optimizes the equipment being used.

Sharing her knowledge and enthusiasm for mining world class thundereggs, plume agates and jaspers is passed on during her club trips while mining. During her February/March 2021 mining trip she hosted 4 clubs and over 100 people to share in mining with Lori.

With the addition of the SS Stone Gallery in her Alto, NM facility in 2022, Lori has closed her mining in Oregon and now mines only here in NM. This gives her more time in Alto creating beautiful things out of the rock she mines.

Lori and her husband Bruce Williams are parents to two teenagers. Chloe is a senior at Capitan High School works part-time at Noisey Water & Evergreen Cleaners in Ruidoso. Their son James goes to ENMU and works at McDonalds. Both kids grew up mining with mom.



County of Lincoln

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AGENDA ITEM NO. 9

SUBJECT:

Forest, Land & Natural Resources Matters:

- a. Smokey Bear Ranger District
- b. Lincoln County/NMSU Extension Services
- c. South Central Mountain RC & D
- d. Upper Hondo Soil & Water Conservation District
- e. Land and Natural Resources Advisory Committee-LANRAC

Tuesday, February 20, 2024

Minutes – LANRAC –December 12, 2023

Commission Chambers - Lincoln County Courthouse

Present

Robert Barber, Chairman (via Zoom)
Clark Taylor (via Zoom)
Lance Hale
Robert Shepperd
Kendal Wilson (via Zoom)
Pete Gnatkowski

Guests

David K. Vandenberg (via Zoom)
Makayla Zonfrilli,
Lincoln County Manager

Meeting called to order 9:10 am

Pledge of Allegiance

Agenda approved with stipulation that Chairman can rearrange items at his discretion

Minutes of November 12, 2023 meeting approved

New Business

No new business

Old Business

Water Issues

Still waiting on Upper Hondo SWCD to provide information on current water rights on Rio Bonito

Pipeline from Bonito Lake is still not in use

BLM Western Solar Programmatic EIS

Comments were due yesterday (12/11/23). The Plan will be released to the public in January for a 90-day comment period.

BLM Grazing Management Policy

Another telecon is scheduled in January 2024. No comments or input from the public will be accepted.

Lincoln County Land Use Plan


It should emphasize private use of water resources over commercial uses

It needs to contain a concrete definition of “beneficial use”

It should state that any federal or state activities should be approved by the County Commission

Next meeting will be on January 10, 2024

Meeting adjourned at 10:40 am


Approved
Feb 14, 2024



County of Lincoln

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AGENDA ITEM NO. 10

SUBJECT:

9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)

- a. Update Provided by Rick Lamb, CEO of the Boys & Girls Club of Chavez & Lincoln Counties RE: Youth Mentoring Services & Positive Active Programming

Tuesday, February 20, 2024



County of Lincoln

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AGENDA ITEM NO. 11

SUBJECT:

Lincoln County Detention Center Update, Warden Ross Castleton

Tuesday, February 20, 2024



County of Lincoln

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AGENDA ITEM NO. 12

SUBJECT:

Notice of Cancellation of RFP #23-24-4 for Plumbing Repairs at the Lincoln County Detention Center and Approval to Utilize CES and/or State Pricing Agreement Due to Lack of Responses to RFP and a Previously Submitted Scope of Work Analysis.

Tuesday, February 20, 2024



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 13

SUBJECT:

Lincoln County Medical Center:

- a. Update-Todd Oberheu, Hospital Chief Executive
- b. Approval of Request for Disbursement of \$842,000.00 Approved During the Original Budget Session July 17, 2023 to support a 24-hour staffing of ambulance for Alto and Carrizozo.

Tuesday, February 20, 2024

Makayla Zonfrilli

From: Oberheu, Todd <toberheu@phs.org>
Sent: Wednesday, January 10, 2024 9:12 AM
To: Makayla Zonfrilli
Subject: EMS Expansion

Follow Up Flag: Follow up
Flag Status: Flagged

MK,

I am not sure you are aware, but as part of our plan to expand EMS in Carrizozo and Alto, we had the county hold about \$800,000 in funding as we awaited determination on a grant request we submitted to the state from the Rural Health Care Fund. We have received notice that we did not receive that grant. As such, I am requesting the county start releasing the \$800,000 that was approved in FY 2023-2024. This can be distributed monthly or quarterly.

Let me know if we need to discuss.

Todd Oberheu, FACHE
Hospital Chief Executive



(575) 257-8250 (w)

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County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 14

SUBJECT:

Mimbres Peaks National Monument:

- a. Presentation by Lori Coleman – 10 minutes
- b. Approval of Resolution No. 2024-43 in Support of Luna County's Stand Against the Proposed Mimbres Peaks National Monument

Tuesday, February 20, 2024

RESOLUTION 2024-43

A RESOLUTION SUPPORTING LUNA COUNTY IN THEIR OPPOSITION TO THE DESIGNATION OF THE MIMBRES PEAKS NATIONAL MONUMENT

WHEREAS a private special interest group has put forward a proposal to establish the Mimbres Peaks National Monument, which would encompass approximately 245,000 acres of federal lands in the Florida, Cooke's Peak, Good Sight, and Tres Hermanas mountains situated within LUNA County, New Mexico; and

WHEREAS, under the 1906 Act for the Preservation of American Antiquities, presidents can unilaterally designate national monuments, by administrative fiat, without any input or involvement of the American public, community leaders, or elected officials; and

WHEREAS, the Antiquities Act was enacted before the creation of federal land management laws, and was intended to be used in emergency situations to protect historic artifacts, and sites of scientific value, from "imminent threat" which in all cases should be confined to the smallest area necessary; and

WHEREAS, since its establishment 118 years ago, the Antiquities Act has been misused for political purposes by presidents with large scale designations intended to limit specific uses, activities, or access to vast areas of public lands; allowing unfettered governmental control and hindering the productive use of those lands; and

WHEREAS, on January 27, 2021, President Joseph R. Biden, Jr., issued Executive Order 14008 entitled Tackling the Climate Crisis at Home and Aboard (86 Fed. Reg. 7,619); and

WHEREAS, in Section 216 of Executive Order 14008, President Biden directed the Secretary of the Interior, in consultation with the Secretary of Agriculture and other senior officials, to develop a program to conserve at least 30 percent of the lands and waters in the United States by 2030, which was called the "30 x 30" program, but was recently "rebranded" as "America the Beautiful"; and

WHEREAS this monument designation appears to be nothing more than another attempt at a federal land grab driven by political motivation, outside interests, and the acquisition of personal gain provided through the monetization of our nation's natural assets at the expense of hardworking Americans; and

WHEREAS serious concerns have been raised by constituents of LUNA County over the exclusion of stakeholders, namely the farmers, ranchers, miners, and outdoor enthusiasts of LUNA County, both from within and outside of the boundaries of the proposed monument; and

WHEREAS Lincoln County supports LUNA County's concerns; and

WHEREAS, creating additional federal lands and by placing public lands into permanent conservation status will cause dramatic and irreversible harm to the economies of many states, including New Mexico, and in particular rural counties such as LUNA and even Lincoln County whose citizens depend on multiple use on public lands for their livelihoods; and

WHEREAS LUNA County Board of Commissioners passed Resolution No. 24-15, on January 19, 2024, which opposes the establishment of the Mimbres Peaks National Monument; and

WHEREAS, this 20th day of February 2024, Lincoln County supports LUNA County's resolution; and

WHEREAS on March 22, 2024, the United States Supreme Court is scheduled to hear a challenge to the Antiquities Act, which contends that it is the most abused of the federal land statutes, particularly important in the western states where the intermingling of federal lands and local economies is extensive and intricate; and

WHEREAS many of New Mexico's businesses and its citizens are involved in or otherwise depend on industries that utilize federal lands and their resources, including the oil and gas industry, livestock grazing, mining and mineral development, recreational industries, hunting, fishing, and other outdoor recreation; and

WHEREAS, these industries are important components of the New Mexico economy, and are major contributors to the economic and social wellbeing of our Counties and their citizens.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lincoln County, New Mexico, as follows:

1. The Board fully supports LUNA County, New Mexico, and its residents, in their opposition to the designation of approximately 245,000 acres as the Mimbres Peaks National Monument.
2. The Board opposes the 30 x 30, America the Beautiful, and Agenda 2030 programs, including the objective of permanently preserving 30 percent of the Nation's lands in their natural state by 2030, or any similar program that will set aside and prevent the productive use of millions of acres of our lands.
3. The Board further opposes the designation of lands, whether private lands or government lands, in New Mexico as national monuments, wilderness, wilderness study areas, wildlife preserves, open space, or other conservation land, thereby restricting public access to such lands and preventing the development and productive use of the resources on or within such lands.
4. The Board opposes any federal rulemaking, by the Bureau of Land Management, or any federal agency, which promotes any non-tangible status goals on public lands as a valid multiple use for those lands.
5. The Board does not support any monetization of America's natural assets (i.e. natural processes or ecosystem services), or the practice of allowing outside investors and foreign interests to have any ownership in those things which belong wholly to the American people.
6. The Board supports the continued private ownership of land in New Mexico, recognizing the Nation's need for domestic sources of minerals, energy, timber, food, and fiber.
7. The Board recognizes and supports the State of New Mexico's water rights system, and other state laws and programs governing water rights and water use and opposes any federal designation of waters and watercourses within the State that would impair or restrict water diversions and uses authorized under New Mexico law.
8. The Board supports reasonable national, regional, and global greenhouse gas emissions policies and goals that are comprehensive, practical, cost-effective, and do not unnecessarily single out specific industries or activities but opposes the use of global climate change as an excuse to set aside large tracts of land as preserves or open space to fulfill the 30 x 30 program's objectives.

ADOPTED, PASSED AND SIGNED the 20th of February, 2024.

**BOARD OF COMMISSIONERS
LINCOLN COUNTY, NEW MEXICO**

Todd F. Proctor, Chairman For/Against

Jon F. Crunk, Vice Chairman For/Against

Samantha J. Serna, Member For/Against

Pierre S. Pfeffer, Member For/Against

Mark Fischer, Member For/Against

ATTEST:

Shannan Hemphill, County Clerk



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 15

SUBJECT:

Approval of Resolution No. 2024-45 Lincoln County Support for a Regional Approach to Addressing ISO and Working Together as a County to Work Through Projects to Mitigate Wildfire and Provide Increased Services to Lincoln County Residents.

Tuesday, February 20, 2024

RESOLUTION 2024-45

A RESOLUTION IN SUPPORT OF A REGIONAL TRAINING CENTER AND REGIONAL APPROACH TO MITIGATING WILDFIRE, INCREASING SERVICE PROVISION, AND ADDRESSING ISO CHALLENGES

WHEREAS, Lincoln County New Mexico is a rural county identified by FEMA as one of the most at-risk counties in the United States for wildfire; and

WHEREAS, Lincoln County is in a multi-terrain geographical area consisting of mountains and valleys where the terrain provides unique challenges to fighting fires; and

WHEREAS, Lincoln County has a county-wide Office of Emergency Services and seven (7) volunteer fire departments including Arabela, Bonito, Glencoe, Hondo, Lincoln, Nogal, and White Oaks; and

WHEREAS, Lincoln County is committed to providing exemplary public service, addressing Lincoln County's unique challenges, and working together in partnership with Lincoln County's fire departments to form a regional approach; and

WHEREAS, Lincoln County and the local volunteer fire departments support projects for the area to mitigate wildfire and improve service provision by lowering ISO scores through collaborative action including, but not limited to, strategic placement of hydrants, creating a regional strategic plan for each fire department and county-wide initiatives, working to address water capacity, increasing training opportunities, and recruiting additional personnel; and

WHEREAS, one of the regional projects is to analyze ISO and individual fire department data, combined with the County's Office of Emergency Services' data to create a regional strategic plan; and

WHEREAS, another regional project is to work together to design, fund, and build a regional training facility center that encompasses fire training school, emergency services training, and other law enforcement training initiatives that can be used by Lincoln County, its fire departments, and neighboring counties which will also include a new Office of Emergency Services building to house new model ambulances; and

WHEREAS the proposed state-of-the-art training facility will offer a local regional approach by providing easier access for Lincoln County and its neighbors to engage in training opportunities including wildfire mitigation, as well as the opportunity to collaborate with others.

ADOPTED, PASSED AND SIGNED the 20th of February, 2024.

**BOARD OF COMMISSIONERS
LINCOLN COUNTY, NEW MEXICO**

Todd F. Proctor, Chairman For/Against

Jon F. Crunk, Vice Chairman For/Against

Samantha J. Serna, Member For/Against

Pierre S. Pfeffer, Member For/Against

Mark G. Fischer, Member For/Against

ATTEST:

Shannan Hemphill, County Clerk



County of Lincoln

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AGENDA ITEM NO. 16

SUBJECT:

Recognition of the Support Letters for Resolution 2024-45

Tuesday, February 20, 2024



To:
Lincoln County
300 Central Ave.
Carrizozo, New Mexico 88301

From:
Lincoln Fire Department
PO Box 7
Lincoln, New Mexico 88338

RE: Support Letter for Lincoln County's 2024-45 Resolution

**A RESOLUTION IN SUPPORT OF A REGIONAL TRAINING CENTER AND
REGIONAL APPROACH TO MITIGATING WILDFIRE, INCREASING SERVICE
PROVISION, AND ADDRESSING ISO CHALLENGES**

To Whom It May Concern,

The Lincoln Fire Department hereby submits this formal letter of support to Lincoln County and for Lincoln County's Resolution 2024-45 A Resolution in Support of a Regional Training Center and Regional Approach to Mitigating Wildfire, Increasing Service Provision, and Addressing ISO Challenges. The Lincoln Fire Department is proud to serve the citizens of Lincoln County. The Lincoln Fire Department has a current ISO score of 6. The Lincoln Fire Department currently has challenges with water capacity, personnel to ISO ratio score, and training opportunities due to Lincoln County's remote location.

The Lincoln Fire Department supports Lincoln County and the Office of Emergency Management in working in a collaborative partnership to address Lincoln County's high risk of wildfire and work to mitigate wildfire, increase service provision, lower the Lincoln Fire Department ISO score, work to design and implement a strategic plan, and support a regional training facility from which the Lincoln Fire Department will benefit greatly from.

The Lincoln Fire Department has been participating in monthly Chief's meetings with the County of Lincoln's Office of Emergency Management and the County Manager to work together in a peer setting to utilize each of our strengths to bring this regional approach to fruition.

As a result of working together to address Lincoln County's internal challenges the Lincoln Fire Department hopes to play a supportive role in the team in meeting these goals to further advocate at the State and Federal level regarding the biggest challenge to Lincoln County which is

residents inability to obtain insurance on their homes (residences) due to big insurance companies either refusing to insure or insuring at rates that are unaffordable for our residents. By demonstrating to our county that we, as a team, are working tirelessly to address the challenges we can control, we hope to have the support of our State and Federal legislators to help regulate the challenges we cannot control.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Jake Canavan', followed by a long horizontal flourish.

Jake Canavan
Fire Chief
Lincoln Fire Department



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 17

SUBJECT:

10:30 am: Certified Local Government Presentation by Dr. Oliver Horn – Regional Manager of the Lincoln and Fort Stanton Historic Sites

Tuesday, February 20, 2024



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

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AGENDA ITEM NO. 18

SUBJECT:

Discussion and Approval of the Procurement of a New Sound and Video System for the Commission Chambers [Request by Commissioner Crunk]

Tuesday, February 20, 2024



County of Lincoln

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www.lincolncountynm.gov

AGENDA ITEM NO. 19

SUBJECT:

Approval of a Support Letter for Mr. Eddie Ryan as Film Liaison for Lincoln County

Tuesday, February 20, 2024

Village of Ruidoso Film Office

LINCOLN COUNTY

NEW MEXICO



Overview

- Village of Ruidoso Film Office (VRFO) operates under State of NM/EDD as part of the NM Film Office's Statewide Liaison Network.
- VRFO plans to join the Association of Film Commissioners International (AFCI). AFCI is the world server to the studio film industry.
- A sanctioned government endorsed liaison can provide services to all types of filmmakers making films & projects in Lincoln county.
- Intent is to grow the local film economy by film services, awareness and education.



Long-Term Goals

- Increase the number and economic impact of filmmaking and film tourism \$'s locally.
- Facts: 80 % of full-time film crews are now NM residents. FY2023 median wage for NM crew was \$35.51 per hr. All other NM industries median wage is \$19.19 per hr. with \$13 being NM minimum wage at this time.
- Grow the NM Film Industry by partnering with ENMU-Ruidoso to educate students in film careers/paths/skills available in the local NM film industry in Lincoln County.



2024 Film Update - NM Film Office

It Pays to Film in New Mexico

**\$3.8
Billion**

Economic Output

The tax credit generated an estimated \$3.8 billion in total economic output in New Mexico from FY2020 to FY2023.

Total economic output includes direct, indirect, and induced impacts, which account for such things as uplift activity in the supply chain and induced effects from production wages.

Approximately \$36

High-Paying Jobs

The tax credit supported approximately 8,000 full-time equivalent jobs in the state.

In FY2023, the median hourly wage for full-time New Mexico crew members was \$35.51 per hour, whereas the median wage in NM for all industries was \$19.19 per hour, and the New Mexico minimum wage as of 2022 is \$12 per hour.

109

Production Growth

The overall number of productions accessing the incentive grew from 78 in FY20 to 109 in FY22, and despite the strike interruptions, it still finished at 83 in FY23.

Quality Productions

The average New Mexico spend per project in FY20 was \$3.8 million. By fiscal year 2023, it reached \$9.7 million, indicative of larger, more robust productions choosing New Mexico as their location.

**\$9.7
Million**

**\$66
Million**

Rural Spend

New Mexico rural communities saw \$66 million in spend in FY22-FY23, which includes over \$46 million in Las Cruces, and over \$18 million in Rio Arriba, McKinley, Otero, and Chaves Counties.

Committed Film Partners

Studios such as Netflix, NBCU, and 826 Productions have made 10-year partnerships with the state, and are investing in soundstage infrastructure, creating thousands of jobs, and committing to \$3.25 billion in spend.

**\$3.25
Billion**

18%

Average Tax Credit Amount

For every \$1 in eligible expenditures in New Mexico by productions, only .18 cents is paid out.

Return on Investment

For every dollar invested through the state's film incentive program, the benefit to the state economy is almost \$8.00.

\$8

New Mexicans Crewing NM Productions

The percentage of New Mexico resident full-time below-the-line crew has surpassed 80%.

This is expected to keep growing, with people moving here to work in this industry, people returning to New Mexico and also with increased workforce development efforts and programs.

Over 80% and Growing

Global Recognition

- Named Film Hotspot by Deadline,
- Emerging Location nominee by Screen International
- Albuquerque, Santa Fe, and Las Cruces listed as "Best Places to Live and Work as a Moviemaker" by Moviemaker Magazine multiple times.

**Film
New
Mexico**

Everyday has a role.



New Mexico Film Industry Testimonials

Hear From Local Professionals



Aaron Estrada, VFX Supervisor
Albuquerque, NM

"[Our VFX company is in Albuquerque] because it's one of the big production hubs. Now that we have Netflix and NBC, it made sense to have a branch here. We mostly cater to the New Mexico-based shows, but we also help some of the other branches with their shows. That's part of our strategy to be able to cater to shows in their local market so they can keep their claims process simple when using the state film incentives."

"One thing when I started was where are all the crew people. Why aren't we doing the construction, electrical, etc.? It's been steady and growing. Now, there are grips out there and hair and makeup. Now you have a props department, and everyone is starting to find their space, including in front of the camera, as actors, writers, and directors are coming up. There's a lot more need for people's talent in front of the camera."



Ryan Degey, Actor
Albuquerque, NM



Daniel Cummings, Producer
Albuquerque, NM

"The main reasons I want to continue filming in New Mexico is because of the hard-working and skilled crew base mixed with a beautiful landscape and a great incentive with a supportive film office."

"The New Mexico Film tax credit has been enormously important in bringing a lot of jobs to small communities and we believe that as program continues, we will continue to grow job opportunities, not just for hotels and restaurants, but they are hiring hundreds of people in small communities. And it's an exciting job."

"The net benefit to communities like Las Vegas is enormous."



Allen Alford, Entrepreneur
Las Vegas, NM



The Present Situation

- The NM film industry remains steel-strong. During the recent industry strikes northern NM studios were booked up for film industry work to resume quickly.
- This was good news for all southern NM. Filmmakers have now turned to non-studio locations in our areas.
- Lincoln County is a favorite of the independent filmmaker. Scouts have tripled and (2) independents have made entire movies here in the last 2 yrs. *“The Best Man”* action film at Mescalero and *“The Christmas Classic”* at Ski Apache and in Ruidoso. Tourism & attractions filming is ongoing in our area.
- A 40% “Rural Uplift” was added by legislature to state incentives for filmmaking in Lincoln and other rural counties.
- https://www.imdb.com/title/tt13400336/mediaviewer/rm3605017601/?ref=tt_ov_i



Recent TV - Film - SVOD - Projects



Over 113 Years- Film History in S. NM

The Dude in 1911 (Filmed @ Cox Ranch-Organ)

Stars:

Leo White John B. O'Brien Gladys Field

Production company: Powers Picture Plays

Silent Short Western



Fool's Gold in 1911 (Filmed in Alamogordo, NM USA)

Stars:

Thomas McMahon Jesse Robinson

Production company: Powers Picture Plays

Silent Short Western

Brothers in 1911 (Filmed in Alamogordo, NM USA)

Stars:

Gladys Field Mrs. J.E. Macklin Jack O'Brian

Production company: Powers Picture Plays – Powers Stock Company

Silent Short Western

****Southern NM is older in Film than it is in Statehood: NM Statehood-1912****



Requested Endorsement

- Requesting endorsement of Eddie Ryan as both the VRFO and Lincoln County Liaison to the NM state Film Office. (Village & County)
- Requesting that VRFO now also be the LCFO per your endorsement. (Feature Logo)
- Requesting that Lincoln County Film Office work with all town liaisons in Lincoln County.
- Requesting to submit film reports as needed to County administration/commission.
- Requesting endorsement of LCFO in film education held at ENMU-Ruidoso.





Lincoln County Commission
300 Central Avenue
P.O. Box 711
Carrizozo, NM 88301

Phone: (575) 648-2385
www.lincolncountynm.gov

February 20, 2024

NM Film Office
Attn: Amber Dodson, Director
1100 St. Francis Drive, Suite 1213
First Floor, Joseph Montoya Bldg.
Santa Fe, NM 87505

Re: Endorsement for Eddie Ryan as Film Liaison for Lincoln County

Dear Ms. Amber Dodson:

As an authorized representative for Lincoln County, I endorse Eddie Ryan, Film Liaison-Lincoln County, to act as the State Film Liaison for the County of Lincoln and to assist the New Mexico Film Office in accordance with the Film Office's guidelines. I understand this person will now act as a contact for the film and television industry per this program.

I understand that the New Mexico Film Office may at any time request a replacement of this liaison if the film office determines non-compliance of the guidelines.

I also understand that this endorsement stays in effect approximately two (2) years and expires at the end of the following state fiscal year which is June 30th, 2026.

Respectfully,

Makayla Zonfrilli
Lincoln County Manager

Cc: Eddie Ryan



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

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AGENDA ITEM NO. 20

SUBJECT:

Office of Emergency Services:

- a. Approval of Memorandum of Understanding (MOU) Between the County of Lincoln and Otero County Electric Co-Op Buck Mountain Tower Site (Tower or Tower Premises)
- b. Approval to Purchase Bunker Gear for Lincoln Volunteer Fire Department not to exceed \$26,492.75.
- c. Discussion and Appointment of the Lincoln County Office of Emergency Services Director in accordance with NM Statute 12-10-5.

Tuesday, February 20, 2024

**MEMORANDUM OF UNDERSTANDING BETWEEN
LINCOLN COUNTY
AND
OTERO COUNTY ELECTRIC COOP
BUCK MOUNTAIN TOWER SITE (Tower or Tower premises)**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Lincoln County (County) and Otero County Electric Coop (OCEC), collectively the Parties (or Party).

WHEREAS the Parties desire to work together to provide communication facilities and systems which assist the health, well-being and general welfare of the citizens of the County; and

WHEREAS it is in the best interests of both Parties and the citizens of the County to achieve a common goal of providing optimal communication systems in the County.

NOW THEREFORE, BE IT RESOLVED:

A. PURPOSE:

The purpose of this MOU is to provide a framework for cooperation upon which the Parties may jointly plan and accomplish mutually beneficial projects and activities for communication systems at the Tower, located at the Buck Mountain Communications Site, County of Lincoln, State of New Mexico (Site). Such activities and projects would complement the missions of the Parties and be in the best interest of the public. Together the Parties will consider projects and activities that achieve the common goals of establishing and maintaining effective communication systems.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The partners are committed to reducing problems related to communication systems and improve community protection and safety. The Parties share a common interest in continuing to develop and strengthen cooperative relationships.

C. OCEC SHALL:

1. Install at the Site capital improvements as funds are available for communications infrastructure, such as phone, internet, and WI-FI for use by the County.
2. Hire a licensed and insured installer, trained in the installation of said equipment to perform all necessary work, provided that access to the Site premises will be granted to said installer only after providing written notice to County of OCEC's intent to access the Site, and receiving written permission from County to proceed.

3. Agree to discuss future commitments of personnel, resources and monetary expenditures not defined in this MOU with County and enter into a separate written amendment hereto setting forth the agreed upon amendments.
4. Assume all costs for installation, maintenance and any other fees related to the care and upkeep of any equipment OCEC installs on or near the Site premises.
5. Supply phone and internet service to include WI-FI at the Site.
6. Service the on-Site generator and be responsible for ensuring that the propane tank is full at OCEC's cost.
7. Purchase and install Radios and Antennas for the OCEC System including, but not limited to, the following equipment:
 - a. Two (2) 100 Amp AGM Batteries
 - b. One (1) Kenwood TK-850 UHF Repeater
 - c. One (1) Kenwood TK-751 VHF Repeater
 - d. Two (2) Poly Phaser Lightning Protectors
 - e. Two (2) Duplexers (VHF and UHF)
 - f. Cables, fuses and other items necessary for operation
 - g. One (1) 19-inch Equipment Rack
 - h. Co-ax from building to Tower: 2 leads (1-UHF, 1 VHF) hung at 40 feet and 50 feet on Tower; with the following lengths:
 - i. UHF antenna of 42 inches in length
 - ii. VHF antenna of 60 inches in length
8. License equipment on the existing and/or future OCEC frequencies.
9. Ensure that radio equipment will not interfere with equipment operating on the existing County licensed frequencies of 154.980 for transmit and 154.025 for receive during Fire Department operations, 155.310 for transmit and 156.090 for receive during Sheriff's Office operations and 156.180 for transmit and 159.015 for receive on Public Works (road shop) operations. OCEC agrees that existing County licensed frequencies shall take precedence over OCEC's equipment at all times.
10. Ensure that the installation and operation of any OCEC equipment shall in no way limit the County's use of the Site or other real property and shall in no way inhibit or limit the use of any other lawfully installed equipment by any other tenants.
11. Ensure that, should service be interrupted due to OCEC battery failure, acts of God, equipment failure or any other cause of interruption, OCEC shall make repairs to their equipment and any damage sustained at the Site premises due to OCEC equipment failure at their own expense.

Commission (FCC), and that OCEC equipment will not interfere with any existing equipment at the Site.

D. COUNTY SHALL:

1. Maintain the County's existing current equipment including but not limited to; 12 volt batteries, building and tower, and any future equipment.
2. Remove excess, inadequate or aged equipment at the Site.

E. VALUE TO COUNTY:

The benefit to the County of the provisions set forth in this MOU is equal or greater than the benefits received by OCEC through the provisions of this MOU and as such, do not violate the New Mexico Constitution, Article IX Section 14.

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

1. FREEDOM OF INFORMATION ACT (FOA). Any information furnished to the Parties under this MOU is subject to the Freedom of Information Act (5 U.S.C.552).

2. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

3. COMMENCEMENT/EXPIRATION/ TERMINATION.

A. This MOU takes effect upon the last date of signature of the Parties and shall remain in effect for five (5) years from the date of execution. Either Party may terminate this MOU at any time with a (60) day written notice to the other(s). County has the unilateral right not to extend or renew this MOU.

B. Upon termination, neither Party will have any further obligation under the terms of this MOU, except OCEC shall be responsible for removing all of its equipment from the Tower premises and restoring the areas occupied by OCEC to as near as practicable to their original condition, save and except normal wear and tear and acts beyond OCEC's control.

C. The parties agree that OCEC's right to terminate may occur with sixty (60) days' written notice as set forth above if the approval of any agency, board, court, or other governmental authority necessary for the

operation of OCEC's equipment at the Tower premises cannot be obtained,

or is revoked, or if OCEC determines the cost of obtaining or retaining such approval is prohibitive.

D. In the event of OCEC's or County's failure to comply with any other material provision of this MOU, either Party may, at its option, terminate this MOU by providing the other Party sixty (60) days' written notice, and receive any other damages to which either Party may be entitled. Should either Party be entitled to collect damages and be forced to do so through its attorney, or by other legal procedures, the Party who is in receipt of a favorable ruling, shall be entitled to its reasonable costs and attorney fees thereby incurred upon said collection.

4. AMENDMENTS. This MOU shall not be altered or changed, except by written or amended instrument signed by both parties.

5. RESPONSIBILITIES OF PARTIES. The Parties and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

6. INDEMNIFICATION. OCEC agrees to indemnify and save County harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from the negligence or willful misconduct of OCEC or OCEC's agents, employees or contractors occurring during the term of this MOU (or extensions) in or about the Site premises. OCEC agrees to use the Site premises at its own risk and hereby releases Lincoln County, its agents and employees, from all claims for any damage or injury brought on by OCEC to the full extent permitted by law. County in turn agrees to indemnify and save OCEC harmless from all claims (including cost and expenses of defending against such claims) arising or alleged to arise from the negligence or willful misconduct of County and County's agents, employees, contractors or other tenants of County occurring during the term (or extension) of this MOU.

7. INSURANCE. OCEC shall, at its expense, maintain in force during the term of this MOU, a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$5,000,000.00 insuring County and OCEC against all liability arising out of the use, occupancy, or maintenance of the Site premises and appurtenant areas, which policy shall be endorsed as a primary insurance as to County and name County as an additional insured.

8. ASSIGNMENT AND SUBLETTING. OCEC may not assign or sublet the Site premises or any part thereof without written approval, which County has the right to deny.

9. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall

obligate either Party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

10. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, the State of New Mexico or any county therein, or its agencies, its officers, or any person, except as explicitly provided herein.

11. APPLICABLE LAW. This MOU shall be construed and enforced in accordance with the laws of the County of Lincoln and the State of New Mexico.

12. ENVIRONMENTAL CONTAMINATION. OCEC agrees to indemnify and hold harmless County and its successors or assignees from any and all claims, actions, causes of action, demands, rights, damages, costs, and expenses, including claims for contribution, which OCEC now has or which hereinafter may accrue on account of or in any way growing out of the environmental contamination of the Site premises or any surrounding properties which may have suffered contamination to the extent such arise as a result of OCEC's activities on the Site premises. Responsibility for the cleanup of any environmental contamination to the Site premises caused by OCEC shall remain with OCEC and shall not transfer to Lincoln County, its successors and assigns.

13. INTERFERENCE. Notwithstanding anything in this MOU to the contrary, it is expressly understood and agreed that if the installation or operation of OCEC's equipment shall interfere:

a. with other radio communication systems and equipment installed prior to the commencement date of this MOU, OCEC shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever County deems reasonably necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified, then either party may, at its option, terminate this MOU upon thirty (30) days' prior written notice to the other, whereupon OCEC shall remove its equipment at its sole cost and expense.

b. with any other radio communications systems and equipment installed at the Tower premises after the commencement date of this MOU, OCEC shall cooperate fully with County and any future tenant or licensee injured by OCEC's interference (Future Party) to remedy the interference. OCEC shall do whatever County deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall

be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in OCEC's system, equipment or installation.

OCEC hereby acknowledges that County has licensed and/or leased and will continue to license and/or lease, space at and upon the Tower Site to third parties for the installation and operation of radio communication facilities. OCEC accepts this MOU with this knowledge and waives any and all claims against County resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by County in its business upon the Tower premises. OCEC also waives any and all claims against County arising from interference resulting to OCEC by virtue of equipment, facilities or operations employed by any other licensee or tenant of County in its business upon the Tower Site. In the event that any such interference occurs that materially interferes with OCEC's utilization of the Tower Site, OCEC, at its sole remedy, in lieu of any and all other remedies at law, or in equity, may terminate this Agreement at any time thereafter by giving County thirty (30) days' prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if County eliminates such interference within thirty (30) days of ECEC's termination notice.

14. NOTICE. Any notice shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, addressed as follows:

Otero County Electric Co-op
Cheryl Gililland, *or her*
successor
IT Manager
P.O. Box 227
Cloudercroft, NM 88317
Phone: (575) 682-2521
Facsimile: (575) 682-3109
email: cherylgl@ote-coop.com

County of Lincoln
Makayla Zonfrilli
County Manager
P.O. Box 711
Carrizozo, NM 88301
Phone: (575) 808-1379
Facsimile: (575) 648-4182
email: mzonfrilli@lincolncountynm.gov

Administrative Contact
Mario Romero
General Manager, OCEC
P.O. Box 227
Cloudercroft, NM 88317
Phone: (575) 682-2521
Facsimile: (575) 682-3109
email: marior@ote.coop.com

15. AUTHORIZED REPRESENTATIVES. By signing below, the parties certify that the individuals listed in this document as representatives of the parties are authorized to act in their respective areas for matters related to this MOU.

THE PARTIES HERETO have executed this Memorandum of Understanding to be effective as of the last date of signature of the parties hereto.

**OTERO COUNTY ELECTRIC
COOPERATIVE**

COUNTY OF LINCOLN

By: Cheryl Gilliland
Its: IT Manager

Date: _____

By: Makayla Zonfrilli
Its: County Manager

Date: _____

Arron Griewahn

From: Lincoln Fire NM <lincolnfirenm@gmail.com>
Sent: Tuesday, February 13, 2024 3:12 PM
To: Arron Griewahn
Subject: Fwd: PRICE INCREASE

Jake Canavan
Fire Chief
Lincoln Fire Department
Office: 575-354-2099



----- Forwarded message -----

From: Milton Blankenship <milton@cascoindustries.com>
Date: Tue, Feb 13, 2024 at 15:11
Subject: PRICE INCREASE
To: Jake Canavan <lincolnfirenm@gmail.com>

Chief Canavan,

Casco has been notified that on February 26, 2024, Veridian will increase price on Bunker gear and Tech Rescues gear at an increase of 5%. Any orders placed after that date will be processed at the new rate.

Thank you,

Milt



SERVING WEST TEXAS & NEW MEXICO

EMAIL: lincolnfirenm@gmail.com

[illegible]

ADDITIONAL COMMENTS BELOW		ST TOTAL: \$	5,100.00	Subtotal	\$	5,100.00
		ADD		Tax	\$	-
				Freight		
				TOTAL	\$	5,100.00
Quote is good for 30 days. 3% convenience fee will be added to all credit card purchases over \$10,000. This does not include debit cards. Please review our Return and Payment Policies at www.cascoindustries.com/policies						



SERVING WEST TEXAS & NEW MEXICO

SHIP TO: LINCOLN CO. (LINCOLN FD)
CHIEF JAKE CANAVAN
111 COPER RIDGE
CAPITAN, NM 88316

ATTN:		ATTN: CHIEF CANAVAN
PHONE:		PHONE: 915-433-5704
EMAIL:		EMAIL: lincolnfirenm@gmail.com

[illegible]

	ALLO W	Tax	\$ -
		Freight	
		TOTAL	\$ 16,624.50
Quote is good for 30 days. 3% convenience fee will be added to all credit card purchases over \$10,000. This does not include debit cards. Please review our Return and Payment Policies at www.cascoindustries.com/policies			



HEADQUARTERS: SHREVEPORT, LA 71148-8007

SERVING WEST TEXAS & NEW MEXICO

ACCOUNT: 18768
 SOLD TO: LINCOLN COUNTY
 ACCOUNTS PAYABLE
 PO BOX 711
 CARRIZOZO, NM 88301-0711

ATTN:
 PHONE:
 EMAIL:

SHIP TO: LINCOLN CO. (LINCOLN FD)
 CHIEF JAKE CANAVAN
 111 COPER RIDGE
 CAPITAN, NM 88316

ATTN: CHIEF CANAVAN
 PHONE: 915-433-5704
 EMAIL: lincolnfirerm@gmail.com

CREDIT CARD:			DIST	CUST PO NUMBER		SALES REP ID	SALES REP #
NAME/EXP DATE						172	MB21324
NUMBER/CODE/ZIP				TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#				30	ADD	2/13/2024	QUOTE
ITEM	LOC	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT
1		CRAINS MSA 1044 HELMET, BLACK, CLEAR DEFENDER EYE PROTECTION, HEADBAND STANDARD FLANNEL, PBI/KEVLAR EARLAPS, TRIM SCOTCHLITE L/Y, ATO: C-TRD71B231231A00C	\$ -	4		\$ 392.50	\$ 1,570.00
2		CRAINS MSA 1044 HELMET, RED, CLEAR DEFENDER EYE PROTECTION, HEADBAND STANDARD FLANNEL, PBI/KEVLAR EARLAPS, TRIM SCOTCHLITE L/Y, ATO: C-TRD72B231231A00C	\$ -	2		\$ 392.50	\$ 785.00
3		HELMET FRONT- WITHOUT ANY BADGES	\$ -	6		\$ 62.00	\$ 372.00
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
4		BLACK DIAMOND LEATHER FIREFIGHTER BOOTS, 14" NFPA LEATHER & FILAMENT TWILL TECHNOLOGY W/ KEVLAR, S/N 2770912	\$ -	4		\$ 395.00	\$ 1,580.00
		MCINNES--13	\$ -			\$ -	\$ -
		MCDANIEL----10.5	\$ -			\$ -	\$ -
		TUCKER-----9.5	\$ -			\$ -	\$ -
		TRUITT-----14	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
5		VERIDIAN BLACK KNIGHT GLOVES	\$ -	3		\$ 153.75	\$ 461.25
		MCINNES---82N/XL	\$ -			\$ -	\$ -
		TUCKER---76N/L	\$ -			\$ -	\$ -
		TRUITT-----82W/XXL	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
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			\$ -			\$ -	\$ -
		FREIGHT WILL BE INCLUDED ON FINAL INVOICE	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
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			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -

"PROVIDING PROTECTION FOR THOSE WHO PROTECT US"

		BUY BOARD CONTRACT# 698-23	\$	-			\$	-	\$	-
			\$	-			\$	-	\$	-
			\$	-			\$	-	\$	-
			\$	-			\$	-	\$	-
ADDITIONAL COMMENTS BELOW			IST TOTAL: \$		4,768.25	Subtotal	\$ 4,768.25			
						ADD	Tax	\$ -		
							Freight			
							TOTAL	\$ 4,768.25		
Quote is good for 30 days. 3% convenience fee will be added to all credit card purchases over \$10,000. This does not include debit cards. Please review our Return and Payment Policies at www.cascoindustries.com/policies										

2021 New Mexico Statutes

Chapter 12 - Miscellaneous Public Affairs Matters

Article 10 - All Hazard Emergency Management

Section 12-10-5 - Local emergency management.

Universal Citation: NM Stat § 12-10-5 (2021)

The governing bodies of the political subdivisions of the state are responsible for the all hazard emergency management of their respective jurisdictions. Each political subdivision is authorized to establish, by ordinance or resolution, a local office of emergency management as an agency of the local government and responsible to the governing body, in accordance with the state emergency operations plan and program. Every local coordinator of emergency management shall be appointed by the governing body, subject to the approval of the state director of homeland security and emergency management, and the local coordinator shall have direct responsibility for carrying out the all hazard emergency management program of the political subdivision. The state director shall coordinate the emergency management activities of all local governmental departments and agencies and shall maintain liaison with and cooperate with emergency management agencies and organizations of other political subdivisions and of the state government. Each local organization shall perform emergency management functions within the territorial limits of the political subdivision within which it is organized.

History: 1953 Comp., § 9-13-20, enacted by Laws 1959, ch. 190, § 6; 1973, ch. 247, § 5; 2007, ch. 291, § 13.

ANNOTATIONS

The 2007 amendment, effective July 1, 2007, changed references to the "civil emergency preparedness" to the "all hazard emergency management".

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County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 21

SUBJECT:

Approval to go out for Formal Bid for the Following:

- a. New Emergency Communications Site on Gallinas Peak Near Corona, NM in the Amount of \$524,000.00
- b. White Oaks Volunteer Fire Department Building Extension in the Amount of \$225,000.00
- c. Hondo Volunteer Fire Department Main Station Water Storage in the Amount of \$300,000.00
- d. Glencoe Volunteer Fire Department Station #1 Water Storage in the Amount of \$300,000.00
- e. Glencoe Volunteer Fire Department Brush Truck Not to Exceed \$250,000.00

Tuesday, February 20, 2024



State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
P.O. Box 27111, Santa Fe, NM 87502

SUBRECIPIENT GRANT AGREEMENT
FY 2023 State Homeland Security Grant Program (SHSGP)
2023 Federal Grant No.: **EMW-2023-SS-00015** Assistance Listing No.: **97.067**

RECEIVED

By Catherine Watson at 8:40 am, Oct 27, 2023

SUB GRANT RECIPIENT INFORMATION

SUBRECIPIENT NAME	Lincoln County	SUB-GRANT NUMBER	EMW-2023-SS-00015
FIDUCIARY NAME	Lincoln County	SUPPLIER ID NO.	54389
EIN NUMBER	85-6000228	CAGE CODE	3Y1E1
SAM UEI #	GDXUACW18VJ7		
PHYSICAL ADDRESS	111 Copper Ridge Road Capitan, NM 88316	REMIT ADDRESS	PO Box 970 Capitan, NM 88316

NMDHSEM INFORMATION

POINT OF CONTACT	Catherine Watson	PHONE NUMBER	505-415-0020
EMAIL ADDRESS 1	catherine.watson@dhsem.nm.gov	EMAIL ADDRESS 2	DHSEM-GrantsManagement@state.nm.us

SUB GRANT AWARD INFORMATION

PERIOD OF PERFORMANCE:

START DATE	October 1, 2023	END DATE	September 30, 2025
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	NAME OF PROJECT AWARD	AMOUNT AWARDED
1	Lincoln County - Gallinas Radio Tower Installation	\$524,000.00
2		
3		
4		
5		
SHSGP TOTAL AWARDED AMOUNT		\$524,000.00

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WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) has been designated by the United States Department of Homeland Security (USDHS) to serve as grantee and is thereby authorized to issue this agreement to the applicant, subrecipient, and sub-grantee.

WHEREAS, funding has been obligated from the USDHS pursuant to a request by the applicant, subrecipient, and sub-grantee.

NOW, THEREFORE it is mutually understood and agreed between the grantee, NMDHSEM, and sub-grantee, **Lincoln County** hereinafter referred to as "subrecipient" as follows:

ARTICLE 1: SUBGRANT AGREEMENT DOCUMENTS

The following additional sub-grant agreement documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement:

- The [USDHS Notice of Funding Opportunity \(NOFO\) Fiscal Year 2023 Homeland Security Grant Program](#)
- [Fiscal Year 2023 Preparedness Grants Manual, FEMA Grant Programs Directorate, Version 4, 2023](#)
- Attachment 1: USDHS Standard Terms and Conditions (November 29, 2022) which are incorporated by reference into this Subgrant Agreement.
- Attachment 2: Reimbursement Checklist.
- Attachment 3: Glossary and Definitions.
- Attachment 4: Acronyms.

ARTICLE 2: SCOPE OF WORK

As authorized by Section 2002 of the Homeland Security Act of 2002, as amended, (Pub. L. No. 107-296 as amended) (6 U.S.C Section 603), and the Department of Homeland Security Consolidated Appropriations Act, 2023 (Pub. L. No. 117-328), the subrecipient shall use State Homeland Security Grant Program (SHSGP) funds to support efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism. Specifically, these funds shall be utilized by the subrecipient for projects previously identified in the 2023 SHSGP Application and approved by the NMDHSEM Secretary or designee.

All work performed pursuant to this agreement must comply with the approved 2023 SHSGP Application. All work must be completed within the performance period, between **October 1, 2023, and September 30, 2025**. The subrecipient shall not sub-grant any part of this award to any other entity or organization.

ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the subrecipient must submit a written statement to the NMDHSEM Point of Contact as identified on page 1, of this document signed by the subrecipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of NMDHSEM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects.

ARTICLE 4: REPORTING REQUIREMENTS

The subrecipient, shall submit timely **Quarterly Financial Progress Reports to their assigned NMDHSEM Sub-grant Analyst. The Quarterly Performance Progress Reports are to be submitted to the Grants Management Bureau at DHSEM-GrantsManagement@state.nm.us.** Use of outdated forms will not be accepted. All quarterly reports are due: October 15, January 15, April 15, and July 15 within the Period of Performance (POP) beginning after the conclusion of the first quarter of grant activity. **Requests for payment will be processed ONLY if both quarterly reports are received timely.**

- **Final reports:** Due 15 days after the end of the POP. The Final Narrative Report will suffice as the final performance progress report.

The subrecipient must immediately report in writing to the NMDHSEM Point of Contact alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the subrecipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5: REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied **by both** the Quarterly Financial Progress Report and Quarterly Performance Progress Report forms. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely financial and performance progress reports. Payments may be withheld by NMDHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least quarterly for expenditures within the performance period. Expenditures must be supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). The NMDHSEM staff will not process reimbursements if quarterly performance progress and financial-reports are not submitted.

All reimbursements are contingent upon funds being allocated, budgeted, and encumbered for that purpose.

DELAYS AND DENIAL OF PAYMENT: Reduce delays in processing of payment requests by checking for accuracy prior to submission. Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

- The Period of Performance has expired;
- The amount exceeds the remaining funding available for disbursement prior to the final financial and program compliance reviews (the hold or funding retention amount);
- Request for Payment requires a state and/or budget amendment, and cannot be processed until the amendment request is received/approved;
- The reimbursement requested is for an activity outside of the approved scope of work;
- Forms are not signed by an authorized person, or are signed by only one signatory;
- Reimbursement of awarded funds have been suspended due to a non-compliance issue such as failure to submit quarterly reports; or
- Reimbursements of awarded funds have been suspended due to noncompliance activities.

CONTRACTS: All contracts must be submitted to the NMDHSEM Point of Contact for NMDHSEM review prior to implementation.

EQUIPMENT: Allowable equipment categories are listed on the web-based FEMA Authorized Equipment List (AEL): www.fema.gov/grants/tools/authorized-equipment-list. Screenshots of the AEL number and description are required to be submitted along with the Request for Approval (RFA). Some equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the AEL grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Subrecipients may

purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA through NMDHSEM. Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, subrecipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

TRAVEL: All reimbursable travel must be pre-approved by NMDHSEM 30 days prior to travel date.

PER DIEM: Reimbursements for state, local, tribal, and territorial jurisdictions cannot exceed the rates of the New Mexico Per Diem and Mileage Act, NMSA 1978, Section 10-8-4 (2021).

TRAINING: Requires NMDHSEM pre-approval 30 days prior to registering or participating in training opportunities.

EXERCISE: Requires submission of an After-Action Report/Improvement Plan (AAR/IP) within 60 days after conduct of an exercise. The AAR/IP must be submitted to NMDHSEM's Training and Exercise Unit.

FOOD AND BEVERAGES: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
 - o The cost of the food and/or beverages provided is considered to be reasonable.
 - o The food and/or beverages provided are subject of a work-related event and work continues after meals are served.
 - o Participation by all participants is mandatory; and
 - o The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

NON-REIMBURSABLE EXPENSES:

- Transfer of funds between any programs.
- Contracts, single vendor response to a competitive bid, sole source contracts, and procurements greater than \$60,000 not pre-approved by NMDHSEM.
- Training and related travel costs not pre-approved by NMDHSEM.
- Construction and renovation.
- Indirect costs.
- Supplanting (using federal funds to purchase items previously budgeted for with state, local, tribal, and territorial funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition. Weapons of any kind (including firearms, grenade launchers, bayonets); ammunition; and weaponized aircraft, vessels, and vehicles of any kind remain unallowable expenses under any FEMA preparedness grant program.
- Entertainment and sporting events.
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of state per diem, as appropriate.
- Food reimbursement when travel does not exceed 24 hours.
- Alcoholic beverages.
- Late fees, or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund-raising, including salaries of persons while engaged in these activities.
- Land acquisition.

- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- Expenses not pre-approved by NMDHSEM via a RFA form.

ARTICLE 6: PERFORMANCE MEASURES

The Quarterly Performance Progress Report form shall demonstrate performance and progress relative to the performance metrics identified in the [USDHS Notice of Funding Opportunity \(NOFO\) Fiscal Year 2023 Homeland Security Grant Program](#).

FY 2023 Performance Metrics:

- Percentage of funding allocated by the subrecipient to core capabilities to build or sustain national priorities identified in the HSGP FY 2023 NOFO.
- Percentage of funding and projects allocated by the subrecipient that align to capability gaps identified through the THIRA/SPR process.
- Percentage of projects identified by the subrecipient that address a capability gap in a core capability that has a target(s) rated as high.

ARTICLE 7: SUBRECIPIENT MONITORING POLICY

The NMDHEM as the pass-through entity is responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the responsibility to monitor the activities of the subrecipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved.

In terms of overall award management, subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or sub-award, as applicable, including the terms of 2 C.F.R. Part 200.

The NMDHEM will conduct periodic monitoring as required to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHEM will periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc. Monitoring may include desk and field audits. Technical assistance is available from NMDHEM staff.

ARTICLE 8: FUNDING RESTRICTIONS; ALLOWABLE AND UNALLOWABLE COSTS; AND RECOVERY OF FUNDS

All costs charged to awards covered by the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the funding notice, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this award is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program, the terms and condition of an award, or other program materials, costs charged to awards covered by the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award. Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, and requirements in this notice as well as with the terms and conditions of the award. If FEMA and/or NMDHSEM staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA and/or NMDHSEM staff may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, subrecipients may only use federal funds for the purposes set forth in the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

See the Allowable Cost Matrix section in the [\(NOFO\) Fiscal Year 2023 Homeland Security Grant Program](#) for allowable cost activities.

Equipment. The allowable prevention, protection, mitigation, response, and recovery equipment categories for SHSGP are listed on the FEMA Authorized Equipment List (AEL): <https://www.fema.gov/grants/tools/authorized-equipment-list>. Some equipment items require prior approval from FEMA through NMDHSEM before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA through NMDHSEM.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the New Mexico Statewide Interoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Training. Allowable training-related costs under SHSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSGP program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., Health and Human Services [HHS] and Department of Transportation [DOT]). Training conducted using SHSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise.

Some training activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that

are not located at facilities designed to conduct training and exercises. Information on training requirements and EHP review can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

Exercises. Exercises conducted with grant funding should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP). The HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>.

Some exercise activities require EHP review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

Maintenance and Sustainment. Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts.

When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty, and it may only cover equipment purchased with SHSGP funds or for equipment dedicated for SHSGP-related purposes. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

The policy set forth in FEMA's [Information Bulletin \(IB\) 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain USDHS/FEMA Grant Funding](#), initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

Construction and Renovation. Project construction using SHSGP funds may not exceed the greater of \$1 million or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction. All construction of communication towers requires EHP review. When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed and submit all documentation resulting from that review to FEMA with a Grant Programs Directorate (GPD) EHP Screening Form and supporting materials for EHP review.

Written approval must be provided by FEMA through NMDHSEM prior to the use of any SHSGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are

required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Unallowable Costs

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition is not allowed with SHSGP funds;
- Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with [FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards](#), and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
- Unauthorized exercise-related costs include:
 - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
 - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

ARTICLE 9: PROCUREMENT

Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The subrecipient must conform to applicable state and federal law and the Procurement Standards Sections 2 C. F. R § 200.317-326, and Appendix II.

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

When procuring property and services under this agreement, the subrecipient will follow 2 C.F.R. 200.318 through 2 C.F.R. 200.326 and Appendix II. The subrecipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. 200. As such, the subrecipient must use one of the methods of procurement identified in 2 C.F.R. 200.320. A RFA form must be approved by NMDHSEM staff prior to any-tangible expenditures.

Procurement Documentation: Per 2 C.F.R. § 200.318(i), subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Examples of the types of documents that would cover this information include but are not limited to:

1. Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
2. Responses to solicitations, such as quotes, bids, or proposals;
3. Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
4. Contract documents and amendments, including required contract provisions; and
5. Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.

Additional information on required procurement records can be found in the Procurement Disaster Assistance Team (PDAT) Field Manual, https://www.fema.gov/sites/default/files/documents/fema_PDAT-field-manual_102021.pdf.

Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole-source procurement single vendor response to a competitive bid, and all purchases require prior approval of NMDHSEM.

ARTICLE 10: COMPETITION AND CONFLICTS OF INTEREST

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a subrecipient develop its grant application, project plans or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

1. Placing unreasonable requirements on firms for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), the subrecipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, tribal, or territorial geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. **When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.**

Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The

standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local, tribal or territorial government, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or NMDHSEM in accordance with applicable FEMA policy.

ARTICLE 11: REQUIREMENTS FOR SMALL UNMANNED AIRCRAFT SYSTEM (sUAS)

All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply [with FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the sUAS equipment. sUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating HSGP funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For recipients that use HSGP funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. The U.S. Department of Homeland Security's Privacy Office suggests the recipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Joint Explanatory Statement (JES) accompanying the FY 2023 DHS Appropriations Act further requires recipients to certify they have reviewed the [Industry Alert on Chinese Manufactured Unmanned Aircraft Systems](#), and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)

In August 2020, FEMA was alerted of an advisory guidance document issued by DHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: [Interagency Legal Advisory on UAS Detection and Mitigation Technologies Homeland Security \(dhs.gov\)](#). The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate.

It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the DHS press release on this topic for further information: [Interagency Issues Advisory on Use of Technology to Detect and Mitigate Unmanned Aircraft Systems Homeland Security \(dhs.gov\)](#).

ARTICLE 12: GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing. Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at [GSA's Programs for State and Local Governments](#) and [State and Local Governments](#) webpages.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the subrecipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

Other Supply Schedules and Programs: For non-federal entities other than states (such as tribes, local governments, and nonprofits) that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

1. The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
2. The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
3. The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
4. The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under 2 C.F.R. §§ 200.317 – 200.327; and
5. With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the subrecipient discuss the procurement plans with its NMDHSEM Point of Contact.

ARTICLE 13: CONTRACTS

Contracts for professional and consultant services executed during this grant period must include federal, state, local, tribal, and territorial government required contract language, a project budget, and require pre-approval by NMDHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants. See 2 C.F.R. 200.1, 2 C.F.R. 200 Appendix II to Part 200.

ARTICLE 14: AUDIT REQUIREMENTS

As the federal grant recipient, the State of New Mexico requires a subrecipient expending \$750,000.00 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2 C.F.R. 500 Subpart F. The subrecipient will permit NMDHSEM staff and auditors to have access to the subrecipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 C.F.R. 500 Subpart F. Copies of audit findings must be submitted to the NMDHSEM Point of Contact within 30 days after the subrecipient receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, and year; the Assistance Listing title and number; and the name of the pass-through agency.

ARTICLE 15: PROPERTY AND EQUIPMENT MANAGEMENT

The subrecipient will follow the property standards articulated in 2 C.F.R. 200.310 through 2 C.F.R. 200.326. The subrecipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to NMDHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The subrecipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

Any disposition of SHSGP property or equipment must be in accordance with 2 C.F.R. 200.313(e) and pre-approved by FEMA through NMDHSEM.

ARTICLE 16: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE

The subrecipient must provide information to FEMA of the legally required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The subrecipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances.

Subrecipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. The subrecipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form does not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify NMDHSEM, FEMA and the New Mexico

Historic Preservation Division. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 17: PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico."

ARTICLE 18: RECORDKEEPING

The subrecipient will follow the record retention and access standards articulated in 2 C.F.R. 200.333 through 2 C.F.R. 200.337. The grant financial and administrative records shall be maintained for a period of three years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 19: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the NMDHSEM Point of Contact for review **90 days prior** to the termination of this agreement. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time of the request. If approved by NMDHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, change in project site, or release of special conditions, may result in an amendment to this award. Requests for changes must be submitted using the Request for Budget-Project Revision form. **No more than two budget/project revisions will be considered per subgrant agreement.**

ARTICLE 20: EXTENSION REQUESTS

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests and must contain specific and compelling justifications as to why an extension is required. Requests for extensions must be submitted using the Request for Sub-Grant Extension form.

Extensions due to exigent or emergency circumstances will be determined by NMDHSEM on a case-by-case basis. Applicants who experience technical issues must notify the NMDHSEM Point of Contact **within 90 days of the POP end date**. All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. Reason for the delay—including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
3. Current status of the activity(ies);
4. Approved POP termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and, if applicable, non-federal;

7. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the Investment Justification (IJ) and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy or operational challenges. Extensions are typically granted for no more than a six-month period. Extension requests cannot extend past 12 months of the original subgrant agreement end date. Extension requests will only be considered for the following reasons:

1. Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
2. The project must undergo a complex environmental review that cannot be completed within the existing POP;
3. Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
4. Where other special or extenuating circumstances exist.

All requests for Sub-grant award extensions must be received at NMDHSEM **prior to the 90-day sub-grant award termination date**. Requests for sub-grant award extensions will only be considered for documented extenuating circumstances and will be reviewed by the NMDHSEM Point of Contact on a case-by-case basis.

ARTICLE 21: OTHER GENERAL PROVISIONS

- The performance period for this grant award is **October 1, 2023 through September 30, 2025**. Further, all personnel related grant activity must be completed between **October 1, 2023 through September 30, 2025**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 15 days of the end of the performance period when the final performance progress and financial progress reports are due.
- The [FY 2023 SAFECOM Guidance on Emergency Communications Grants](#), in coordination with stakeholders and federal partners, and the National Emergency Communications Plan Goals, targets funding priorities to address:
 - Priority 1: Governance and Leadership
 - Priority 2: Planning and Procedures
 - Priority 3: Training, Exercises, and Evaluation
 - Priority 4: Activities that Enhance Communications Coordination
 - Priority 5: Standards-Based Technology and Infrastructure
 - Priority 6: Cybersecurity
- **Deployable / Shareable Assets:** All assets supported in part or entirely with non-disaster grant funding must be readily deployable to support emergency or disaster operations per existing Intrastate Mutual Aid System, (IMAS) and/or Emergency Management Assistance Compact (EMAC) and other mutual aid agreements. Assets that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of NMDHSEM.
- The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The subrecipient

shall follow the financial management requirements imposed on them by NMDHSEM, which includes the requirements of the USDHS.

- The signature of the signatory officials on this award attests to the subrecipient's understanding, acceptance, and compliance with Lobbying; Debarment, Suspension, and Other Responsibility Matters; Drug-free Workplace Requirements; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state, local, tribal, and territorial funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.
- The subrecipient shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other state, local, tribal, and territorial agencies, and each award is accounted for separately.
- The subrecipient shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. The subrecipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- The subrecipient certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for subrecipients of less than \$25,000.00 or fewer than 50 employees.
- The subrecipient certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

ARTICLE 22: REMEDIES FOR NON-COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. The NMDHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. The NMDHSEM shall notify the subrecipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The subrecipient must respond within five days of receipt of notification.

- Unwillingness or inability to attain project goals.
- Unwillingness or inability to adhere to the Special Conditions section of this subgrant agreement.
- Failure or inability to adhere to grant guidelines and federal compliance requirements.
- Improper procedures regarding contracts and procurements.
- Inability to submit reliable and/or timely reports.
- Management systems which do not meet federal required management standards.
- Failure or inability to adhere to the terms and conditions of this agreement.

ARTICLE 23: TERMINATION

For Cause: In compliance with 2 C.F.R. Part 200.340(a)(1), if performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. The NMDHSEM will provide notice of five days to the subrecipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. The NMDHSEM will reimburse the subrecipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of NMDHSEM until completion of a final NMDHSEM review. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. 200.313(e).

For Convenience: In compliance with 2 CFR Part 200.340(a)(4), this Agreement may be terminated without cause by the subrecipient upon written notice setting forth the reasons for such termination, and the effective date at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance, or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the subrecipient; though a partial termination notification must specify that portion of the project which is to be terminated. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. 200.313(e).

ARTICLE 24: SPECIAL CONDITIONS

- The Homeland Security Grant Program Notice of Funding Opportunity Requirements – All of the instructions, guidance, limitations, and other conditions set forth in the USDHS Preparedness Grants Manual and the NOFO for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the USDHS Preparedness Grants Manual and the NOFO.
- The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from the Grants Management Bureau is required for all purchases regardless of any application review.
- All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.
- All subrecipients must complete a National Incident Management System (NIMS) Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must also complete a NIMS Assessment. Continuing working on NIMS implementation objectives throughout the performance period of the grant and thereafter.
- All subrecipients must complete and/or revise their Threat Hazard Identification Risk Assessment (THIRA) every three years and submit to NMDHSEM no later than October 31 of that year. (May 30, bi-annually).
- All subrecipients must complete and/or revise their Stakeholder Preparedness Report (SPR) every year and submit to NMDHSEM no later than October 31 of that year.
- All subrecipients must complete and/or revise their local and/or regional Tactical Interoperable Communication Plan (TICP) every year. Please submit to the New Mexico Statewide Interoperability Coordinator (SWIC) and the Grants Management Bureau at DHSEM-GrantsManagement@state.nm.us.

- All subrecipients must have a fully promulgated All Hazards Emergency Operations Plan (EOP), approved by NMDHSEM and is current within two years. Subrecipients are required to complete and include the NMDHSEM provided EOP crosswalk when submitting their EOPs for approval. Contact the DHSEM Point of Contact for more information.
- Subrecipients must have a current multi-year Integrated Preparedness Plan (IPP) that identifies preparedness priorities and activities. The current multi-year IPP must be submitted to the NMDHSEM Training and Exercise Unit before April 1 of each year. Contact the DHSEM Point of Contact for more information.
- All subrecipients are required to conduct one exercise to test the capabilities of equipment purchased with past or current federal preparedness grants. All AAR/IP and/or AAR/IP input forms must be sent to the NMDHSEM Training and Exercise Unit no later than 60 days after the exercise. Contact the DHSEM Point of Contact for more information.
- All SHSGP performance activities will be monitored by the assigned Grant Manager on a quarterly basis or as needed to ensure subrecipients are conducting progressive activities to ensure project completion within the specified performance period.
- All revisions must be reviewed and approved by the Grants Management Bureau to ensure that the proposed project meets all federal and state eligibility requirements. All Revisions must meet the original scope of the project.
- Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All subrecipients of HSGP funds, including SHSGP, UASI, and OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA through NMDHSEM. For more information on the 50% personnel cap, please see FEMA IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412) https://www.fema.gov/sites/default/files/2020-04/Price_Wavier_Act_Clarification_IB_421A_Final_06-04-19.pdf.
- Quarterly financial and progress reports are due on October 15, January 15, April 15, and July 15, within the Period of Performance. Final reports are due 15 days after the end of Period of Performance.
- A RFA form must be approved-prior to any tangible expenditures.
- All revision requests must be reviewed and approved by the Grants Management Bureau. All requests must meet the original scope of the project which, may result in a subgrant amendment.
- A revision of a project's scope of work must be pre-approved by the Grants Management Bureau before the jurisdiction can proceed with the request for approval process. Additional documentation may be requested from the subrecipient prior to a recommendation to NMDHSEM Leadership for final approval.
- Annual external audit reports must be submitted to NMDHSEM within 30 days of receipt by subrecipients.
- The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the subrecipient of this award.

- Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.
- Grant funds may not be used for the following:
 - Unallowable Equipment: Grant funds must comply with FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
 - Expenditures for weapons systems and ammunition.
 - Costs used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities.
 - Costs associated with hiring, equipping, training, etc. sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
 - Costs that supplant traditional public safety positions and responsibilities
 - Activities and projects unrelated to the completion and implementation of the SHSGP Program.

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State of New Mexico
DEPARTMENT OF HOMELAND SECURITY
& EMERGENCY MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

SUBRECIPIENT GRANT AGREEMENT – STATE HOMELAND SECURITY GRANT PROGRAM EMW-2023-SS-00015

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the subrecipient to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

Signature of Acceptance

JURISDICTION SIGNATURES	
SIGNATURE OF STATE HOMELAND SECURITY GRANT PROGRAM MANAGER	
OFFICIAL SIGNATURE: <u>Brian Samson</u>	DATE: <u>10/25/2023</u>
PRINTED NAME: <u>Brian Samson</u>	
CONTACT NUMBER: <u>575-336-8606</u>	EMAIL ADDRESS: <u>bsamson@lincolncountynm.gov</u>
SIGNATURE OF JURISDICTION CHIEF FINANCIAL OFFICER	
OFFICIAL SIGNATURE: <u>Billie Jo Guevara</u>	DATE: <u>10/25/23</u>
PRINTED NAME: <u>Billie Jo Guevara</u>	
CONTACT NUMBER: <u>575-6482385 x103</u>	EMAIL ADDRESS: <u>bguevara@lincolncountynm.gov</u>
SIGNATURE OF JURISDICTIONS GOVERNMENT SIGNATORY OFFICIAL	
OFFICIAL SIGNATURE: <u>Todd F. Proctor</u>	DATE: <u>Oct. 24, 2023</u>
PRINTED NAME: <u>Todd F. Proctor</u>	
CONTACT NUMBER: <u>(505) 401-2922</u>	EMAIL ADDRESS: <u>tproctor@lincoln county. nm. gov</u>
NMDHSEM SIGNATURES	
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF	
OFFICIAL SIGNATURE: <u>Valli A. Wasp</u>	DATE: <u>10/27/2023</u>
PRINTED NAME: <u>Valli A. Wasp</u>	
CONTACT NUMBER: <u>505-231-4995</u>	EMAIL ADDRESS: <u>Valli.Wasp@dhsen.nm.us</u>
NMDHSEM DEPUTY CABINET SECRETARY	
OFFICIAL SIGNATURE: <u>Ali Rye</u>	DATE: <u>10/27/23</u>
PRINTED NAME: <u>Ali Rye</u>	
CONTACT NUMBER: <u>505-470-9913</u>	EMAIL ADDRESS: <u>ali.rye@DHSEM</u>

Print one original agreement, sign, and email to: DHSEM-GrantsManagement@state.nm.gov and the DHSEM Point of Contact.

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ATTACHMENT 1
FY 2023 U.S. Department of Homeland Security Terms and Conditions
Version 2 dated November 29, 2022

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at [DHS Civil Rights Evaluation Tool Homeland Security](#).
- VI. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

- I. **Acknowledgement of Federal Funding from DHS**
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- II. **Activities Conducted Abroad**
Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- III. **Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- IV. **Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- V. **Best Practices for Collection and Use of Personally Identifiable Information**
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- VI. **Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- VII. **Civil Rights Act of 1968**
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- VIII. **Copyright**
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- IX. **Debarment and Suspension**
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

- XI. **Duplication of Benefits**
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
- XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- XIII. **E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**
Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
- XIV. **Energy Policy and Conservation Act**
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- XV. **False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- XVI. **Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- XVII. **Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- XVIII. **Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- XIX. **Hotel and Motel Fire Safety Act of 1990**
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
- XX. **John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the [DHS Recipient Guidance](#) and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest

percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- a) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- 1) applying the domestic content procurement preference would be inconsistent with the public interest;
- 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- 3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

ATTACHMENT 2

Reimbursement Checklist

Please Note: NMDHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable state, local, tribal, and territorial rules and regulations. Please only check the categories that apply to the reimbursement you are currently requesting.

EQUIPMENT

- ☐ Have all invoices been included? Submit all invoices to DHSEM-GrantsManagement@state.nm.us.
- ☐ Has AEL # been identified for each purchase?
- ☐ If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)

CONSULTANTS/CONTRACTORS

- ☐ Does the amount billed by consultant add up correctly?
- ☐ Has all appropriate documentation to denote hours worked been properly signed?
- ☐ Have copies of all planning materials and work product (e.g., meeting documents, copies of plans) been included? (If a meeting was held by subrecipient or contractor/consultant of subrecipient, an agenda and sign-in sheet with meeting date must be included).
- ☐ Has the invoice from consultant/contractor been included?
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

SALARY POSITIONS

- ☐ Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- ☐ Has a time period summary sheet been included for total claimed amount?
- ☐ Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e., benefits/contributions).
- ☐ Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- ☐ Does the back-up documentation provided match the time period for which reimbursement is being requested?

TRAINING

- ☐ Is the course USDHS/FEMA approved? Is there a course or catalog number? If not, has NMDHSEM approved the non-USDHS training request form? Is supporting documentation included with your reimbursement request?
- ☐ Have sign-in sheets, rosters and agenda been provided?
- ☐ If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ Have any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and

equipment)? If so, receipts and proof of payment must be submitted. (e.g., system generated ledger, canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

OTHER:

- ☐ If EHP form needed – has copy of it and approval from USDHS/FEMA been included?

MATCHING FUNDS

- ☐ Contributions are from non-federal funding sources.
- ☐ Contributions are from cash.
- ☐ Contributions are from in-kind contributions which may include training investments.
- ☐ Contributions are not from salary, overtime, or other operational costs unrelated to EMPG eligible activities.

The remainder of this page is intentionally left blank.

ATTACHMENT 3

Glossary and Definitions

After–Action Report/Improvement Plan (AAR/IP): The AAR/IP is a document that generally includes an exercise overview, analysis of capabilities, and a list of corrective actions. The AAR/IP should include an overview of performance related to each exercise objective and associated capabilities. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

FEMA Authorized Equipment List (AEL): The FEMA Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA’s preparedness grant programs.

Backfill: The act of filling a position left by another employee who has been moved to another role.

Conduct of Exercise: Involves activities such as preparing for exercise play, managing exercise play, and conducting immediate exercise wrap-up activities. For a discussion-based exercise, conduct entails presentation, facilitation, and discussion. For an operations-based exercise, conduct, encompasses all operations occurring between the designated Start of the Exercise (StartEx) and End of the Exercise (EndEx). Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

Disallowed costs: Those charges to a federal award that the federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable federal statutes, regulations, or the terms and conditions of the federal award. 2 C.F.R. 200.1 Disallowed costs.

Equipment: Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. 2 C.F.R. 200.1 Equipment.

Exercise: An event or activity delivered through discussion or action to develop, assess, or validate capabilities to achieve planned objectives. Types of exercises are seminar, workshop, tabletop, full scale, and functional. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

Expenditures: Charges made by a non-federal entity to a project or program for which a federal award was received. 2 C.F.R. 200.1 Expenditures.

Federal Award: The federal financial assistance that a recipient receives directly from a federal awarding agency or indirectly from a pass-through entity. 2 C.F.R. 200.1 Federal award.

Federal Share: The portion of the federal award costs that are paid using federal funds. 2 C.F.R. 200.1 Federal share.

Homeland Security Grant Program (HSGP): One of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. The HSGP program includes: State Homeland Security Program (SHSP); Urban Area Security Initiative (UASI); and Operation Stonegarden (OPSG).

Improvement Plan (IP): A document that includes a consolidated list of corrective actions, responsible parties, and a timeline for completion. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

Integrated Preparedness Plan (IPP): A document for combining efforts across components of the Integrated Preparedness Cycle to make sure that a jurisdiction/organization has the capabilities to handle threats and hazards. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

Narrative Report – Quarterly/Final (also known as performance progress report): Used to submit either quarterly performance reports or the final narrative report.

NMDHSEM Request for Budget-Project Revision form: This form is used to request revision(s) to project(s) and/or budget(s) that are within the original scope of the project.

Notice of Funding Opportunity (NOFO): A formal announcement of the availability of federal funding through a financial assistance program from a federal awarding agency. The notice of funding opportunity provides information on the award, who is eligible to apply, the evaluation criteria for selection of an awardee, required components of an application, and how to submit the application. 2 C.F.R. 200.1 Notice of funding opportunity.

Operation Stonegarden (OPSG): Supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their own law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

Opioid Receptor Antagonists: Any medically approved drug or medical substance that can be utilized by first responder personnel in an emergency situation that is designed to counteract the effects of an opioid overdose.

Pass-through Entity: A non-federal entity that provides a sub-award to a subrecipient to carry out part of a federal program. 2 C.F.R. 200.1 Pass through entity (PTE).

Performance Measure: A numerical expression that quantitatively conveys how well the organization is doing against an associated performance goal, objective, or standard.

Period of Performance (POP): The total estimated time interval between the start of an initial federal award and the planned end date, which may include one or more funded portions, or budget periods. 2 C.F.R. 200.1 Period of performance.

Preparedness: The actions taken to plan, organize, equip, train, and exercise to build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. National Incident Management System, Third Edition, October 2017.

Quarterly Financial Progress Report: The information in this report is used by NMDHSEM to monitor subrecipient cash flow, performance, and project implementation to ensure proper use of federal funds.

Recipient: An entity, usually but not limited to non-federal entities that receives a federal award directly from a federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award. 2 C.F.R. 200.1 Recipient.

Request for Approval Form (RA): Used by subrecipient to request approval from NMDHSEM to expend funds for previously identified and approved projects. Approval must be received prior to expenditure.

Risk: Potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Stakeholder Preparedness Review (SPR): Annual three-step self-assessment of a community's capability levels based on the capability targets identified in the Threat and Hazards Identification and Risk Assessment (THIRA).

Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide, Comprehensive Preparedness Guide, CPG 201, 3rd Edition, May 2018.

State Homeland Security Grant Program (SHSGP): Assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

Subrecipient: An entity, usually but not limited to non-federal entities, that receives a sub-award from a pass-through entity to carry out part of a federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. 2 C.F.R. 200.1 Subrecipient.

Supplanting: When a state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, federal funds must be used to **supplement** existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. US Department of Justice Office of Justice Programs, Grants 101.

Threat: Information expressing intent to conduct illegal activity often derived from intelligence sources, the overall context, a specific event or series of events, or observation of suspicious activity.

Threat and Hazard Identification and Risk Assessment (THIRA): Standard process for identifying community-specific threats and hazards and setting targets for each core capability identified in the National Preparedness Goal. Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide, Comprehensive Preparedness Guide, CPG 201, 3rd Edition, May 2018.

Unity of Effort: Coordination and cooperation among all organizational elements, even though they may not be part of the same command structure, to achieve success.

Urban Area Security Initiative (UASI): The HSGP program that assists high-risk urban areas' efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

Vulnerability: The protective measures in place are less than the protective measures needed to mitigate risk.

The remainder of this page is intentionally left blank.

ATTACHMENT 4

Acronyms

AAR/IP: After–Action Report/Improvement Plan
AEL: FEMA Authorized Equipment List
ASB: NMDHSEM’s Administrative Services Bureau
CAD: Computer Aided Dispatch
CBP: Customs and Border Protection
CONOP: Concept of Operations
DOL: US Department of Labor
DOT: US Department of Transportation
EA: Environmental Assessment
EHP: Environmental and Historic Preservation
EMAC: Emergency Management Assistance Compact
EOP: Emergency Operations Plan
FEMA: Federal Emergency Management Agency
FLO: Fusion Liaison Officer
GSA: General Services Administration
GPD: Grant Programs Directorate
HHS: US Health and Human Services
HSGP: Homeland Security Grant Program
HSEEP: Homeland Security Exercise and Evaluation Program
IJ: Investment Justification
IMAS: Intrastate Mutual Aid System
INA: Immigration and Nationality Act
IP: Improvement Plan
IPP: Integrated Preparedness Plan
JTTFs: Joint Terrorism Task Forces
LETPA: Law Enforcement Terrorism Prevention Activities
NECP: National Emergency Communications Plan
NMDHSEM: New Mexico Department of Homeland Security and Emergency Management
NOFO: Notice of Funding Opportunity
OPE: USDHS Office of Partnership and Engagement
OPSG: Operation Stonegarden
POP: Period of Performance
PTE: Pass-through entity
RMS: Record Management Systems
RFA: Request for Approval
SAR / NSI: Nationwide Suspicious Activity Reporting Initiative
SIGB: State Interoperability Governing Body
SPR: Stakeholder Preparedness Review
SHSGP: State Homeland Security Grant Program
sUAS: Small Unmanned Aircraft System (sUAS)
SWIC: Statewide Interoperability Coordinator
THIRA: Threat and Hazard Identification and Risk Assessment
TICP: Tactical Interoperable Communication Plan
UASI: Urban Area Security Initiative
USDHS: United States Department of Homeland Security



Michelle Lujan Grisham
Governor

Major General Miguel Aguliar
Interim Cabinet Secretary

Ali Rye
Deputy Cabinet Secretary

Randy Varela
State Fire Marshal

Wednesday, October 25, 2023

White Oaks
PO Box 158
Carrizozo, NM 88301

Remit To: Lincoln
PO Box 970
Carrizozo, NM 88301

Reference: FY 2024 New Mexico Fire Protection Grant Council Notification

Dear Chief:

Congratulations! Your grant application on behalf of the White Oaks has been reviewed and an award has been granted.

Over 230 grant applications were submitted and over 49.4 million in needs were considered. The Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. Please be advised the local government shall follow all local and state licensing and Permitting requirements.

A voucher or ACH deposit, in the amount of **\$225,000.00** for the purchase of the approved project request, will be sent to your local governing body Treasurer, to include **\$0.00** for Stipends after approval by this office of the submitted project specifications.

The deadline to encumber the money by contract with the vendor is May 31, 2024. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Randy Varela, State Fire Marshal at (505) 709-8150.

Sincerely,

Randy Varela
State Fire Marshal

Sincerely,

Michael Daniels
Grant Council Chair

FY22 NEW MEXICO FIRE PROTECTION GRANT AWARD
PROJECT CLOSEOUT CHECKLIST

Part 1

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

COUNTY: Lincoln

FUNDED PROJECT: Facility Improvement

EQUIPMENT FUNDED: Addition

AMOUNT AWARDED: \$225,000.00

PROJECT CHECKLIST

Benchmark	Deadline	Date	Name of SFMO Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval		Submittal Date	Submitted To:
Approval from SFMO to proceed with project specifications		Approval Date	Approved By:
Funds Encumbered by Procurement Code	May 31, 2024	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMO Inspection		Requested Date	Requested of whom:
SFMO Inspection Completed		Inspection Date	By Whom:
SFMO Check of NFIRS Compliance			



Michelle Lujan Grisham
Governor

Ali Rye
Deputy Cabinet Secretary

Major General Miguel Aguliar
Interim Cabinet Secretary

Randy Varela
State Fire Marshal

Wednesday, October 25, 2023

Hondo Valley
PO Box 244
Tinnie, NM 88351

Remit To: Lincoln
PO Box 970
Carrizozo, NM 88301

Reference: FY 2024 New Mexico Fire Protection Grant Council Notification

Dear Chief:

Congratulations! Your grant application on behalf of the Hondo Valley has been reviewed and an award has been granted.

Over 230 grant applications were submitted and over 49.4 million in needs were considered. The Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

A voucher or ACH deposit, in the amount of **\$300,000.00** for the purchase of the approved project request, will be sent to your local governing body Treasurer, to include **\$0.00** for Stipends after approval by this office of the submitted project specifications.

The deadline to encumber the money by contract with the vendor is May 31, 2024. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Randy Varela, State Fire Marshal at (505)709-8150.

Sincerely,

Randy Varela
State Fire Marshal

Sincerely,

Michael Daniels
Grant Council Chair

**FY22 NEW MEXICO FIRE PROTECTION GRANT AWARD
PROJECT CLOSEOUT CHECKLIST**

Part 1

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

COUNTY: Lincoln

FUNDED PROJECT: Fire Suppression Water Supply

EQUIPMENT FUNDED: Water Storage Tank

AMOUNT AWARDED: \$300,000.00

PROJECT CHECKLIST

Benchmark	Deadline	Date	Name of SFMO Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval		Submittal Date	Submitted To:
Approval from SFMO to proceed with project specifications		Approval Date	Approved By:
Funds Encumbered by Procurement Code	May 31, 2024	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMO Inspection		Requested Date	Requested of whom:
SFMO Inspection Completed		Inspection Date	By Whom:
SFMO Check of NFIRS Compliance			



Michelle Lujan Grisham
Governor

Ali Rye
Deputy Cabinet Secretary

Major General Miguel Aguiar
Interim Cabinet Secretary

Randy Varela
State Fire Marshal

Wednesday, October 25, 2023

Glencoe-Palo Verde
27661 Hwy 70
Glencoe, NM 88324

Remit To: Lincoln
PO Box 970
Carrizozo, NM 88301

Reference: FY 2024 New Mexico Fire Protection Grant Council Notification

Dear Chief:

Congratulations! Your grant application on behalf of the Glencoe-Palo Verde has been reviewed and an award has been granted.

Over **230** grant applications were submitted and over 49.4 million in needs were considered. The Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

A voucher or ACH deposit, in the amount of **\$300,000.00** for the purchase of the approved project request, will be sent to your local governing body Treasurer, to include **\$0.00** for Stipends after approval by this office of the submitted project specifications.

The deadline to encumber the money by contract with the vendor is May 31, 2024. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Randy Varela, State Fire Marshal at (505) 709-8150.

Sincerely,

Randy Varela
State Fire Marshal

Sincerely,

Michael Daniels
Grant Council Chair

**FY22 NEW MEXICO FIRE PROTECTION GRANT AWARD
PROJECT CLOSEOUT CHECKLIST**

Part I

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

COUNTY: Lincoln

FUNDED PROJECT: Fire Suppression Water Supply

EQUIPMENT FUNDED: Water Storage Tank

AMOUNT AWARDED: \$300,000.00

PROJECT CHECKLIST

Benchmark	Deadline	Date	Name of SFMO Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval		Submittal Date	Submitted To:
Approval from SFMO to proceed with project specifications		Approval Date	Approved By:
Funds Encumbered by Procurement Code	May 31, 2024	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMO Inspection		Requested Date	Requested of whom:
SFMO Inspection Completed		Inspection Date	By Whom:
SFMO Check of NFIRS Compliance			



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

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AGENDA ITEM NO. 22

SUBJECT:

Lincoln County Road Department

- a. Project Road Updates
 - 1. Road Superintendent
 - 2. Renegade

Tuesday, February 20, 2024



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

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AGENDA ITEM NO. 23

SUBJECT:

Finance:

- a. Approval of Budget Adjustment FY 23/24 by Resolution 2024-41
- b. 1:00 pm: Audit presentation from Daniel Trujillo, CPA**
- c. Approval of Resolution 2024-42 a Resolution Accepting and Acknowledging FY 22/23 Financial Audit
- d. Approval of Budget Preparation Procedures and Schedule

Tuesday, February 20, 2024

**LINCOLN COUNTY COMMISSION
RESOLUTION NO. 2024-41
BUDGET ADJUSTMENT FY 2023-2024**

WHEREAS, the Lincoln County Board of Commissioners, meeting in a regular session on February 20, 2024 did review requests for adjustments to the 2023-24 Budget; and

WHEREAS, it was determined that the proposed budget adjustments would be beneficial for the citizens of Lincoln County;

NOW, THEREFORE, BE IT RESOLVED that the New Mexico Department of Finance and Administration is respectfully requested to approve this resolution with the following adjustments;

Fund	DFA Line #	Description	Revenues	Expenses	Transfer In	Transfer Out
General		General				
401-00-1262	11000-0001-46060	Reimbursement / Refunds	\$ 10,000.00			
401-00-1180	11000-0001-46030	Interest Earned	\$ 500,000.00			
401-16-2013	11000-2007-52080	Group Insurance- Bureau of Elections		\$ 10,000.00		
		Subtotal	\$ 510,000.00	\$ 10,000.00	\$ -	\$ -
Road		Road				
402-00-1262	20400-0001-46060	Reimbursement / Refunds	\$ 15,000.00			
		Subtotal	\$ 15,000.00	\$ -	\$ -	\$ -
Lincoln Fire		Lincoln Fire				
410-48-2905	20900-3002-58999	Capout- Bunker Gear		\$ 18,106.00		
		Subtotal	\$ -	\$ 18,106.00	\$ -	\$ -
Fire Service Admin OES		Fire Service Admin OES				
424-00-1262	20900-0001-46060	Reimbursement PY Grant Funds	\$ 12,710.70			
424-69-2188	20900-3002-56090	Equipment Safety / Uniforms		\$ 12,710.70		
		Subtotal	\$ 12,710.70	\$ 12,710.70	\$ -	\$ -
Corrections Fund		Corrections Fund				
450-00-1018	22600-0001-47160	State Appropriation	\$ 55,030.00			
450-00-1311	22600-0001-47530	Housing of Prisoners	\$ 200,000.00			
		Subtotal	\$ 255,030.00	\$ -	\$ -	\$ -
Solid Waste		Solid Waste				
564-00-1140	50200-0001-44280	Solid Waste Fees	\$ 60,000.00			
564-00-0949	50200-0001-44990	Solid Waste GRT	\$ 3,000.00			
564-00-1052	50200-0001-44010	Liens	\$ 2,500.00			
564-00-1563	50200-0001-46900	Late Fees	\$ 4,000.00			
		Subtotal	\$ 69,500.00	\$ -	\$ -	\$ -
COLONIAS #2		COLONIAS #2				
686-00-1658	29900-0001-47398	Colonias Grant #2	\$ 150,000.00			
		Subtotal	\$ 150,000.00	\$ -	\$ -	\$ -
LEDA		LEDA				
604-00-1246	79900-0001-46900	LEDA PROJECT LCO-2023-18-R NOISY WATER	\$ 225,000.00			
604-00-3000	79900-2002-57999	LEDA PROJECT PROJECT		\$ 225,000.00		
		Subtotal	\$ 225,000.00	\$ 225,000.00	\$ -	\$ -
		TOTAL	\$ 1,237,240.70	\$ 265,816.70	\$ -	\$ -

PASSED, APPROVED AND ADOPTED this 20th, February 2024.

BOARD OF COMMISSIONERS FOR
THE COUNTY OF LINCOLN,
STATE OF NEW MEXICO

Todd Proctor, Chairman For/Against

Samantha J. Serna, Member For/Against

Mark G. Fischer, Member For/Against

Jon Crunk, Vice Chairman For/Against

Pierre S. Pfeffer, Member For/Against

ATTEST:

Shannan Hemphill, County Clerk

RESOLUTION 2024-42

**A RESOLUTION ACKNOWLEDGING &
ACCEPTING THE FY2023 AUDIT
FOR LINCOLN COUNTY**

WHEREAS, the Lincoln County Board of Commissioners, meeting in a regular session in February 20, 2024 did have the FY23 Audit presented to the Governing Body per *Section 2.2.2.10M.(4) NMAC of the Audit Rule states in part* "once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable. This requirement only applies to agencies with a governing authority, such as a board of directors, board of county commissioners, or city council, which is subject to the Open Meetings Act...""; and

NOW, THEREFORE, BE IT RESOLVED, that the Lincoln County Board of Commissioners hereby respectfully acknowledges and accepts the Fiscal Year 2023 audit findings and management's responses for correcting the findings.

PASSED, APPROVED AND ADOPTED this 20th day of February, 2024.

**BOARD OF COMMISSIONERS
LINCOLN COUNTY, NEW MEXICO**

Todd F. Proctor, Chairman For/Against

Jon F. Crunk, Vice Chairman For/Against

Samantha J. Serna, Member For/Against

Pierre S. Pfeffer, Member For/Against

Mark Fischer, Member For/Against

ATTEST:

Shannan Hemphill, County Clerk



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

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AGENDA ITEM NO. 23d

February 13, 2024

MEMORANDUM

TO: County Commissioners

FROM: Makayla Zonfrilli (MK), Lincoln County Manager

SUBJECT: Budget Preparation Procedures and Schedule

Purpose: To obtain commission approval of the timeline and procedures to be used in FY 2024-2025 budget & preparation.

Discussion:

Attached, as ***Exhibit 1***, is a draft memorandum that will be sent to the Lincoln County Department Heads, Elected Public Officials and Volunteer Fire departments outlining my recommended budget timeline and procedures.

Attached letter, as ***Exhibit 2***, to external agencies listed below for their requested input to our budget upon commission approval.

Boys & Girls Clubs of Chaves & Lincoln Counties
Community Foundation of Lincoln County
EcoServants
Lincoln County Humane Society
NM State Library Rural Bookmobile
Noxious Weed Program
Ruidoso Public Library
South Central Mountain RC&D
White Mountain Search & Rescue

Capitan Public Library
Corona Public Library
Kid's Inc. Child Advocacy Center
Lincoln County Juvenile Justice Board
NMSU Extension Office
Region 9 School Based Health Center
SNMEDD
USDA Predator Control/Wildlife

Recommendation: Approve the procedures and timeline.



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

February 7, 2024

MEMORANDUM

TO: Lincoln County Department Heads, Public Officials and Volunteer Fire Departments

FROM: Makayla Zonfrilli (MK), Lincoln County Manager

SUBJECT: Schedule for FY 2024-2025 Budget Discussion

The following schedule has been approved by the Board of County Commissioners for preparation of the FY 2024-2025.

Internal staff preparation	April 2-4, 2024
Special Meeting for review by Commissioners & Opportunity for Special Program Presentations (External Agencies & Department Heads)	April 30, 2024
Submit Preliminary Budget to Commissioners for Approval	May 21, 2024
Submit preliminary budget to DFA - Deadline	June 1, 2024
Preliminary Budget approval letter granted by DFA	July 1, 2024
Final Budget hearing with any final adjustments	July 18, 2024
Forward final budget to DFA	July 31, 2024
(Includes Any Revisions to LGBMS, Budget Supporting Schedules, 4 th QTR Report & Resolution)	
Load final budget into accounting system	Upon DFA Approval
DFA reviews and certifies budget	September 2024

External agencies seeking financial assistance have submitted their requests.

Attached is a budget sheet of my initial estimate for your respective departments. Please use these estimations as a starting point for our review on April 2-4, 2024 and bring requests for significant capital outlay items to the workshop. If there are revenues associated with your department, please adjust that portion of the budget sheet. Finance has already posted the personnel costs to your respective sheets.

The following internal schedule of departmental budget workshops in the Commission Chambers is requested:

April 2, 2024

10:00 am General Fund 401-01 thru 401-09
11:00 am Senior Center
1:00 am Detention Center
3:00 pm Planning/GIS/Indigent/Solid Waste

April 3, 2024

9:00 am Road Department /Rural Addressing
10:30 am Law Enforcement /HIDTA

1: 00 pm	County Assessor
2:00 pm	County Treasurer
3:00 pm	County Clerk

April 4, 2024

8:30 am	LCOES
9:00 am	Arabela Fire
9:30 am	Bonito Fire
10:00 am	Glencoe Fire
10:30am	Hondo Fire
11:00 am	Nogal Fire
11:30 am	Lincoln Fire
12:00 am	White Oaks

Additional sessions may be scheduled to capture additional requests. Please come prepared to address general capital outlay requirements for the coming year.

Thank you,

(MK)Makayla Zonfrilli
County Manager



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 24

SUBJECT:

Manager's Report

Tuesday, February 20, 2024

LINCOLN COUNTY AGENDA REQUEST FORM

Department: ORDINANCE ENFORCEMENT

Department Head/Elected Official/Employee: NICK HERRERA

Date of Request: 2/5/2024

Date of Agenda: 2/20/2024

Will the Agenda Item require an RFP, quotes, formal bids, etc.? _____

If so which? _____

Will the Agenda Item require signatures? NO

Is this agenda item a public notice request? NO

Are the supporting documents attached to this request? (If not, items may not be added to the Agenda): YES

Agenda Items listed as it should appear on the Agenda cover sheet:

Ordinance Enforcement

Monthly Report

January 2024

Name	Address	Status	Notes
G. Link 11/29/2023	167 Loma Grande	Closed Case File	Building with out a permit
B Mccarty 12/05/2023	404 Gavilan Canyon	Closed Case File	Parking in the Right Of Way and Junk Metals
T. Montes 12/11/2023	27126 Hwy 70	Closed Case File	Illegal Dumping
J. Richardson 12/12/2023	105 Musketball Dr.	Closed Case File	Illegal Dumping
J. Thom	107 Rio St. Ruidoso	Closed Case File	Illegal Dumping
J. Flowers 11/15/2023	Unit 2 Block 3 Pearson Rd. Gavilan Cyn.	Open Case File	Burned Mobile Home
J. Brooks 12/19/2023	100 Raven Ridge Rd.	Open Case File	Nuisance Dilapidated Structure
R. Burkham 12/07/2023	107 Sagebrush Palo Verde Slops	Closed Case File	Burned Structure on Property
J. Ensor 12/07/2023	105 Poplar Alto	Closed Case File	Junk Vehicle's
R. Ford 12/07/2023	604 Reynolds Cir. Palo Verde Slops	Open Case File	Refuse
A. Mustain 11/07/2023	303 Reynolds Cir. Palo Verde Slops	Open Case File	Investigateion Ref. Complaint
F. Chavez 11/02/2023	28618 US Hwy 70 Hondo	Open Case File	Investigateion Ref. Complaint
P. Barbara 11/02/2023	106 White Angel Mesa Road	Open Case File	Investigateion Ref. Complaint
K. Conner 10/18/2023	121 Screaming Eagle Alto	Closed Case File	Illegal Dumping
R. Smith 01/10/2024	147 Barney Luck Tr.	Closed Case File	Illegal Dumping
K. Romero 01/10/2024	319 Sudderth Drive	Closed Case File	Illegal Dumping
R. Corman 01/02/2024	Lower Eagle Creek	Closed Case File	Illegal Dumping
K. Deal 01/02/2024	Hondo	Closed Case File	Illegal Dumping
K. Russo 01/02/2024	Lower Eagle Creek	Closed Case File	Illegal Dumping
A. Walker 01/02/2024	Hondo	Closed Case File	Illegal Dumping
J. Estes 01/02/2024	Lower Eagle Creek	Closed Case File	Illegal Dumping
L. Shows 01/05/2024	102 Apple Blossom	Open Case File	Illegal Dumping
L. Shows 01/05/2024	102 Apple Blossom	Open Case File	Junk Vehicle's
T. Lacoe 01/17/2024	102 Apple Blossom	Open Case File	Refuse
1/24/2024 Taser Training		Certified	Investigateion Ref. Complaint
Assisted Animal Control			

 X

N. Herrera

Ordinance Enforcement Officer L-201



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

Director's Report

Date: 2/15/24

Name: Arron Griewahn

Department: OES

Vacancies in Department: 0

Activities:

- January had 29 calls for service - 2 brush fire, 4 false alarms, 9 MVA's, 5 fire alarms, 1 CO alarms,
4 control burns, 2 public/law enforcement assist, 1 search and rescue, 1 trash fire
- Hosted a Traffic Incident Managment Safety class instructed by the NM State Fire Marshal's Office on Jan. 20
at Copper Ridge
- Hosted a drone operations class on Feb. 1 at the Hondo Fore Station
- Deployed our mobile tower trailer to Otero County to support the dirt bike race held Feb. 16-18
- Nogal VFD recieved their new fire command unit Feb. 15
- White Oaks, Glencoe, and Lincoln have all scheduled their pre-ISO and state inspections to be held in March.
- Meeting with Dayco Fire Equipment on Feb. 16 to see draft drawings and initial quote of updated fire training facility.

Future Projects / Plans:

Brian, Jake, and Arron will be attending a live fire instructor class Feb 21-23 in Carlsbad

Begin working on pre plans for Glencoe VFD and updating Automatic Aid Agreements to support the departments recieving
ISO inspections this year.



County of Lincoln

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AGENDA ITEM NO. 25

SUBJECT:

Discussion and Approval or Disapproval of the proposed Longevity, Seniority, and Leap Frog Policy

Tuesday, February 20, 2024



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 26

SUBJECT:

Consideration and Approval of Applicant and Salary to Fill the Open Employment
Position of Project Manager

Tuesday, February 20, 2024



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 27

SUBJECT:

Approval to Correct an Administrative Oversight Regarding the Road Department's Administrative Assistant/Secretary Position from a Tier 6 to a Tier 9 Moving the Position from \$23.6308 to \$28.2078

Tuesday, February 20, 2024

COUNTY OF LINCOLN
Job Description Form

Division/Department: Road

Job Title: Administrative Assistant/Secretary

Reports to: Road Superintendent

Level/Grade: ~~Tier 6~~ **Tier 9**
Min Mid Max
~~\$17.70 22.13 26.55/hryl~~
\$20.98 26.22 31.46/hlry

Type of position:
☒ Full-time
☐ Part-time
☐ Temporary/Seasonal
☐ Emergency Hire
☐ Grant/Contract

Hours ____/Week
☒ Classified
☐ Unclassified

General Description:

This position provides technical secretarial support for the Road Department, including secretarial duties such as preparing typed documents pertaining to road projects. Assist the Road Superintendent with updating and maintaining current requirements for required public notifications under bid procurement; process; road closures; emergency closures, etc. Type letters, memoranda, reports, etc., from dictated, handwritten, or other sources; organize and maintain road department files and records, answer telephones and direct calls to appropriate personnel, and handle calls if knowledgeable on the subject under discussion; collect fees for permits, etc., meets public, provides general information and records, and deals effectively with a variety of personalities and situations requiring tact, judgment, and poise; respond to radio calls from Road Department and other personnel, relaying messages and responding to needs of personnel. The employee helps prepare and submit annual cooperative proposals to the New Mexico Transportation Department; assist with all general correspondence and compile all information dealing with the projects from daily activity work reports submitted by the Road Crew; and prepares and submits the final report to the State for reimbursement on the finished projects. Responsible for assembling information and preparing payroll time sheets, preparing travel and reimbursement vouchers; assists with filing insurance and accident reports; and enter daily road maintenance activity reports and other data requested. The employee is responsible for obtaining purchase orders and also assists with proposals when items are put up for bid. The employee is responsible for all maintenance of office equipment, computer operations; and budget preparations for the department. The employee must know and understand the County Personnel Policy and all County and departmental policies pertinent to the position and perform all duties with minimal supervision; possibly be required to work irregular hours; attend job-related meetings and out of town training; and perform other duties as assigned.

General Description for Rural Addressing:

The employee performs a variety of general clerical duties, including routine computer data entry, fabrication of various County signs; Field work to include installing road and address signage. Possible long daily drive times in County vehicle. The employee will organize supplies/signs inventory; is responsible for cash and receipts; prepares deposits daily or as necessary, in accordance with County regulations. Employee must perform all duties with minimal supervision; may be required to work irregular hours (including weekends/Holidays), attend job-related meetings. Conducts field exercise utilizing GPS/survey data collection equipment. Must be able to transfer field data into computers and update GPS databases; Ability to read blueprints and plans. Knowledge of drafting and cartography principles along with land surveying practices and procedures. Use New Mexico one call location system, before digging or placing road signs. This is only a partial list of daily duties. Employee must be able to perform other duties as assigned

Education/Work Experience/Certification/Training Requirements/Abilities/Skills:

- High school diploma or GED certification, plus two years of secretarial experience.
- Valid New Mexico State Driver's License. Must have a good driving record to be insurable for liability purposes.
- Must have knowledge of basic purchasing and budgeting; accuracy in posting, filing, and record maintenance; and knowledge of New Mexico local government road administration.
- Highly proficient in use of CRT terminal and understand basic programs and road management program; knowledge of protocols of radio communications; the ability to assume responsibility and supervise pleasantly and efficiently; able to communicate and interact with the public and staff; as well as general secretarial duties.

Work Conditions/Description of Tools, Equipment, Work Aids Used and Materials and/or Products Handled:

- Office environment. Normally works 6:30 a.m. - 5:00 p.m. - Monday-Thursday. May be required to attend out of town training and seminars.
- Telephone, calculator, personal computer terminal/keyboard and printer, photocopy machine, telefax machine, and other related office machines; two-way radio; and operating county vehicles.

Comments on Physical Requirements:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following: sitting and standing for prolonged periods of time; light to moderate lifting (up to 50 pounds); reaching, stooping, crawling, pulling, pushing, and manual dexterity; and operating assigned office equipment.

Approved by: Jeff Honeycutt

Date Posted:

Date Hired:

Employee Declaration:

I have read the above job description. I understand the demands and expectations of the position described and to the best of my knowledge, believe I can perform these duties.

Name:

Date:



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 28

SUBJECT:

Discussion Regarding the Scope of Work for the Opioid RFP

Tuesday, February 20, 2024



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 29

SUBJECT:

Discussion and Approval of Funding Reimbursement Outlined in the Fire Protection Fund Audit Completed January 11, 2024.

1. LCOES \$1,676.50 General Fund 40108
2. Trust Fund for Departments for Bonito (\$255.00), Lincoln (\$205.02), Nogal (\$450.00).

Tuesday, February 20, 2024



Michelle Lujan Grisham
Governor

Ali Rye
Deputy Cabinet Secretary

Major General Miguel Aguilar
Interim Cabinet Secretary

Randy Varela
State Fire Marshal

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

January 11, 2024

Sherrie Huddleston
County Treasurer Lincoln County
300 Central Avenue
Carrizozo, NM 88301

Subject: Fire Protection Fund Audit Finding

Dear Sherrie,

59A-53-13. Liability for unauthorized expenditure.

The Office of the State Fire Marshal has concluded its review of the documentation submitted for purchases and expenditures made from the Fire Protection Fund for the **Lincoln County Volunteer Fire Departments**. It has been determined that the Local Government shall reimburse the Fire Protection Funds in said amount listed below:

Bonito Fire -- \$255.00
LCOES -- \$1,676.50
Lincoln -- \$205.02
Nogal -- \$450.00

Upon completion of the reimbursement to the individual department's fire protection funds, provide documentation to this office. This has been completed **NLT February 11, 2024**.

If you should have any questions regarding this review do not hesitate to contact me at 505-467-9425.

Thank you for your help and cooperation.

Respectfully,

Harry A Evans

Fire Service Support Coordinator
State Fire Marshal's Division
Department of Homeland Security & Emergency Management

XC Derrick Rodriguez, Deputy State Fire Marshal

Attachment: Spreadsheets

Billie-Jo Guevara

From: Rodriguez, Derrick, DHSEM <Derrick.Rodriguez@dhsem.nm.gov>
Sent: Thursday, January 11, 2024 1:11 PM
To: Billie-Jo Guevara
Cc: Makayla Zonfrilli; Arron Griewahn; Brian Samson; Evans, Harry, DHSEM
Subject: RE: [EXTERNAL] Extension for Reimbursement to Fire Protection fund for Audit Finding

Good afternoon,

Your request for an extension is approved for the reimbursement of funds.

Respectfully,

Derrick Rodriguez

Deputy State Fire Marshal

Bureau Chief

Fire Service Support Bureau

State Fire Marshal's Division

Department of Homeland Security & Emergency Management

NFIRS State Program Manager

PO Box 27111

Santa Fe, NM 87502

Cell: (505) 467-9425

E-Mail: derrick.rodriquez@dhsem.nm.gov



From: Billie-Jo Guevara <BGuevara@lincolncountynm.gov>
Sent: Thursday, January 11, 2024 12:32 PM
To: Rodriguez, Derrick, DHSEM <Derrick.Rodriguez@dhsem.nm.gov>
Cc: Makayla Zonfrilli <MZonfrilli@lincolncountynm.gov>; Griewahn, Arron <agriewahn@lincolncountynm.gov>; Brian Samson <BSamson@lincolncountynm.gov>
Subject: [EXTERNAL] Extension for Reimbursement to Fire Protection fund for Audit Finding

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good afternoon, Derrick, the County of Lincoln would like an extension for reimbursement to the fire protection fund due to the audit finding. This has to go before commission for approval on the February 20, 2023 meeting. Thank you.

Billie-Jo Guevara
Lincoln County Finance Director

LCOES

Number	Date	Description	Amount	Page No. of Transaction Activity Listing	Supplemental Info	Action Required
	3/9/2023	Symbol Arts	\$1,676.50	items 251, 252, 253 on spreadsheet	Unauthorized expense from Fire Fund	Needs reimbursement back to fire fund
Total:			\$1,676.50			

Reviewed and approved by:

Harry A Evans

Date: _____

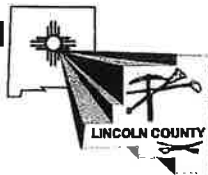
1/11/2024

STATE OF NEW MEXICO
Carrizozo, New Mexico 88301

DATE 03/09/2023

DESCRIPTION	INVOICE NUMBER	P.O. NUMBER	GENERAL LEDGER #	AMOUNT PAID
COIN 1.75" LCFS CHALLENGE COIN	356853	915450	424692188	1362.00
DIE CHARGE/SETUP FEE	356853	915450	424692188	240.00
SHIPPING	356853	915450	424692188	74.50
LCOES ADMIN OFFICE	356853	915450		

STATE OF NEW MEXICO
Carrizozo, New Mexico 88301



95-428
1122

VOID ONE YEAR AFTER DATE

03/09/2023

\$1,676.50

6083 SOUTH 1550 EAST
OGDEN UT 84405

AUTHORIZED SIGNATURE

COPY-0002
NATURE
VOID
URES REQUIRED

TWO SIGNATURES REQUIRED



356853

SymbolArts LLC
6083 S 1550 E
Ogden UT 84405
United States

Sales Order #356853

Date: 1/31/2023
Customer PO #: 915450
Shipping Method: UPS® Ground

Total**USD 1,676.50****Bill To:****Lincoln County Fire Service**

Samson, Brian
Attn: Accounts Payable
Lincoln County Fire Service
County of Lincoln
PO Box 711
Carrizozo NM 88301
United States

Ship To:

Lincoln County Fire Service
111 Copper Ridge Rd
Capitan NM 88316-5011
United States

Item	Description	HTS	Quantity	Rate	Amount
C-203778	COIN 1.75" Lincoln County Fire Service Coin New Mexico		200	6.81	1,362.00
Die Charge	Die charge/setup fee		1	240.00	240.00
Subtotal					1,602.00
Shipping Cost					74.50
Tax Total					0.00
Total					USD 1,676.50
Deposits Applied to Order					0.00

I, or We certify that the articles described herein
were received and meet specifications.

APPROVED FOR PAYMENT

AMOUNT

1676.50

ACCOUNT NO.

424-69-2188

DEPT HEAD SIGNATURE

DATE

3/9/23

PAID ON

3-9-23

CHECK#

117812

PO # 915450

CLOSE (Y) N

Nogal FD

Number	Date	Description	Amount	Page No. of Transaction Activity Listing	Supplemental Info	Action Required
	2/22/2023	`Grant Gerondale (Custom Vehicle License Plates)	\$450.00	Item 172 on spreadsheet	Unauthorized expense from Fire Fund	Needs reimbursement back to fire fund
Total:			\$450.00			

Reviewed and approved by:

Harry A Evans

Date: _____

1/11/2024

County of Lincoln
STATE OF NEW MEXICO
Carrizozo, New Mexico 88301

VENDOR NUMBER AND NAME
2222 GRANT GERONDALE

CHECK # 0117635

DATE 02/22/2023

DESCRIPTION	INVOICE NUMBER	P.O. NUMBER	GENERAL LEDGER #	AMOUNT PAID
CUSTOM VEHICLE LICENSE PLATES	156	915550	407452148	195.00
BONITO VFD	156	915550		
CUSTOM VEHICLE LICENSE PLATES	157	915551	411492148	450.00
NOGAL VFD	157	915551		

Total Paid \$645.00

COUNTY OF LINCOLN
STATE OF NEW MEXICO
Carrizozo, New Mexico 88301



FIRST NATIONAL BANK-RUIDOSO
RUIDOSO, NEW MEXICO 88345

95-428
1122

Check # 0117635

VOID ONE YEAR AFTER DATE

CHECK DATE
02/22/2023

PAY THIS AMOUNT
\$645.00

PAY EXACTLY SIX HUNDRED FORTY-FIVE AND 00/100 DOLLARS *****

TO THE ORDER OF

GRANT GERONDALE
DBA NEXLINE, LLC
P.O. BOX 802
RUIDOSO NM 88355

A handwritten signature in black ink, appearing to read "Todd L. Lector".
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE
COPY-0002
****VOID****
TWO SIGNATURES REQUIRED

Nexline LLC

P.O. Box 802
Ruidoso, NM 88355

Invoice

Date	Invoice #
2/8/2023	157

Bill To
County of Lincoln Accounts Payable P.O. Box 711 Carrizozo, NM 88301

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	Grant	2/21/2023			

Quantity	Item Code	Description	Price Each	Amount
30	License Plates	NOGAL FIRE DEPARTMENT	15.00	450.00
		1 1501 Chief	0.00	0.00
		1 1502 Battalion Chief		
		1 1503 Battalion Chief		
		1 1504 Firefighter		
		1 1505 Firefighter		
		1 1506 Firefighter		
		1 1507 Firefighter		
		1 1508 Firefighter		
		1 1509 Firefighter		
		1 1510 Firefighter		
		1 1511 Firefighter		
		1 1512 Firefighter		
		1 1513 Firefighter		
		1 1514 Firefighter		
		1 1515 Firefighter		
		1 1516 Firefighter		
		1 1517 Firefighter		
		1 1518 Firefighter		
		1 1519 Firefighter		
		1 1520 Firefighter		
		1 1521 Firefighter		
		1 1522 Firefighter		
		1 1523 Firefighter		
		1 1524 Firefighter		
		1 1525 Firefighter		
		1 1526 Firefighter		
		1 1527 Firefighter		
		1 1528 Firefighter		
		1 1529 Firefighter		
		1 1530 Firefighter		

I, or We certify that the articles described herein
were received and meet specifications.

APPROVED FOR PAYMENT

AMOUNT

450.00

ACCOUNT NO.

411-49-2148

DEPT HEAD SIGNATURE

DATE

PAID ON 2-22-23

CHECK# 117635

PO # 915551

CLOSE N

Phone #

414-333-1332

Total

\$450.00

STATE OF NEW MEXICO
Carrizozo, New Mexico 88301

DATE 03/15/2023

DESCRIPTION	INVOICE NUMBER	P.O. NUMBER	GENERAL LEDGER #	AMOUNT PAID
CUSTOM DEPT LICENSE PLATES	159	915692	407452148	60.00
BONTIO VFD	159	915692		

Total Paid	\$60.00
------------	---------

95-428
1122

Check # **0117867**

VOID ONE YEAR AFTER DATE

03/15/2023

\$60.00

PAY EXACTLY SIXTY AND 00/100 DOLLARS

TO THE ORDER OF

GRANT GERONDALE
DBA NEXLINE, LLC
P.O. BOX 802
RUIDOSO NM 88355

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TWO SIGNATURES REQUIRED

COPY-0002
NATURE
**
VOID**
URES REQUIRED

Nexline LLC

P.O. Box 802
Ruidoso, NM 88355

Invoice

Date	Invoice #
3/8/2023	159

Bill To
County of Lincoln Accounts Payable P.O. Box 711 Carrizozo, NM 88301

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	Grant	3/10/2023			
Quantity	Item Code	Description	Price Each	Amount		
4	License Plates	BONITO FIRE DEPARTMENT 1 1115 Firefighter 1 1120 Firefighter 1 1132 Firefighter 1 1134 Firefighter	15.00	60.00		
<p>I, or We certify that the articles described herein were received and meet specifications.</p> <p>APPROVED FOR PAYMENT AMOUNT <u>\$60.00</u> ACCOUNT NO. <u>407-45-2148</u> <u>B</u> <u>3/15/23</u> DEPT HEAD SIGNATURE DATE</p> <p>PAID ON <u>3-15-23</u> CHECK# <u>117867</u> PO # <u>915692</u> CLOSE <u>(Y)</u> N</p>						
Phone #				Total		
414-333-1332				\$60.00		

Nexline LLC

P.O. Box 802

Ruidoso, NM 88355

Invoice

Date	Invoice #
1/30/2023	156

Bill To
County of Lincoln Accounts Payable P.O. Box 711 Carrizozo, NM 88301

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project		
	Due on receipt	Grant	2/21/2023					
Quantity	Item Code	Description	Price Each	Amount				
13	License Plates	BONITO FIRE DEPARTMENT	15.00	195.00				
		1 1114 Firefighter 1 1125 Firefighter 1 1126 Firefighter 1 1129 Firefighter 1 1133 Firefighter 1 1137 Firefighter 1 1139 Firefighter 1 1106 Safety Officer 1 1198 Support 2 1101 Chief 2 1102 Assistant Chief Sales Tax						
I, or We certify that the articles described herein were received and meet specifications.								
APPROVED FOR PAYMENT								
AMOUNT <u>195.00</u>								
ACCOUNT NO. <u>407-45-2148</u>								
<u>[Signature]</u> 2/21/23								
DEPT HEAD SIGNATURE DATE								
PAID ON _____ CHECK# _____								
PO # <u>915550</u> CLOSE <u>Q</u> N								
Sales Tax								
Total						\$195.00		

Phone #

414-333-1332

Lincoln FD

Number	Date	Description	Amount	Page No. of Transaction Activity Listing	Supplemental Info	Action Required
	1/25/2023	Amazon Capital Services Inc (Personalized License Plates)	\$205.02	Item 216 on spreadsheet	Unauthorized expense from Fire Fund	Needs reimbursement back to fire fund
Total:			\$205.02			

Reviewed and approved by:

Harry A Evans

Date: _____

1/11/2024

County of Lincoln
STATE OF NEW MEXICO
Carrizozo, New Mexico 88301

VENDOR NUMBER AND NAME
99016 AMAZON CAPITAL SERVICES, INC.

CHECK # 0117329

DATE 01/25/2023

DESCRIPTION	INVOICE NUMBER	P.O. NUMBER	GENERAL LEDGER #	AMOUNT PAID
BUNN COFFEE POT DECANter 2PK	1D79V3K7JKD9	915385	402402166	38.00
3XL STEP IN GEAR BAG	1KD1QDJ1WHVF	915154	410482148	1099.89
SHIPPING	1KD1QDJ1WHVF	915154	410482148	100.00
LINCOLN VFD	1KD1QDJ1WHVF	915154		
LOGITECH R400 HARD CASE	1PRC3DQ91RLN	915374	410482103	15.99
LOGITECH WIRELESS CLICKER R400	1PRC3DQ91RLN	915374	410482103	32.99
PERSONALIZED STYLUS PEN 85-PACK	1PRC3DQ91RLN	915374	410482103	129.99
PERSONALIZED LICENSE PLATE	1PRC3DQ91RLN	915374	410482103	205.02
36"X54" 2023 DRY ERASE CALENDER	1PRC3DQ91RLN	915374	410482103	36.00
16OZ. DISPOSABLE COFFEE CUPS	1PRC3DQ91RLN	915374	410482103	37.95
SHIPPING	1PRC3DQ91RLN	915374	410482103	5.99
LINCOLN VFD	1PRC3DQ91RLN	915374		

Total Paid \$1,701.82

COUNTY OF LINCOLN
STATE OF NEW MEXICO
Carrizozo, New Mexico 88301



FIRST NATIONAL BANK-RUIDOSO
RUIDOSO, NEW MEXICO 88345

95-428
1122

Check # 0117329

VOID ONE YEAR AFTER DATE

CHECK DATE
01/25/2023

PAY THIS AMOUNT
\$1,701.82

PAY EXACTLY ONE THOUSAND SEVEN HUNDRED ONE AND 82/100 DOLLARS *****

TO THE ORDER OF

AMAZON CAPITAL SERVICES, INC.
ACCNT #A3I0WHFF91SHWR
P.O.BOX 35184
SEATTLE WA 98124 5184

John L. Proctor

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

COPY-0002
VOID
TWO SIGNATURES REQUIRED



Invoice
Invoice # 1D79-V3K7-JKD9 | January 11, 2023

For customer support, visit www.amazon.com/contact-us.

Invoice summary

Payment due by February 10, 2023

Item subtotal before tax	\$ 38.00
Shipping & handling	\$ 0.00
Promos & discounts	\$ 0.00
Total before tax	\$ 38.00
Tax	\$ 0.00

Amount due **\$ 38.00 USD**

Pay by

Electronic funds transfer (EFT/ACH/Wire)

Account name Amazon Capital Services, Inc.
Bank name Wells Fargo Bank
ACH routing # (ABA) 121000248
Bank account # (DDA) 41630410763592162
SWIFT code (wire transfer) WFBUS6S

Check

Amazon Capital Services
PO Box 035184
Seattle, WA 98124-5184

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or
Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Account # A1JRVU5PIU2A1G

Payment terms Net 30

Purchase date 11-Jan-2023

Purchased by Janett Herrera

PO # 915385

Department Road

Registered business name

County Of Lincoln

Bill to

County Of Lincoln
Accounts Payable
P.O. Box 711
CARRIZOZO, NM 88301

Ship to

325 Tiger Drive Capitan, NM 88316
300 CENTRAL AVE
CARRIZOZO, NM 88301-8143

Invoice details

Description	Qty	Unit price	Item subtotal before tax	Tax
1 Bunn Coffee Pot Decanter/Carafe Regular Plus 1 Orange Decaf, 12 Cup Capacity, Black, Set of 2	1	\$38.00	\$38.00	0.000%

ASIN: B077GJYBVG Sold by: Marscot Enterprises Inc.
Order # 114-4984853-7804266

I, or We certify that the articles described herein
were received and meet specifications.

APPROVED FOR PAYMENT
AMOUNT 38.00
ACCOUNT NO. 420 40 2166
DEPT HEAD SIGNATURE 1-24-23
DATE

PAID ON CHECK#
PO # 915385 CLOSE (Y) N

Total before tax \$38.00
Tax \$0.00

Amount due **\$38.00**



Invoice
Invoice # 1KD1-QDJ1-WHVF | November 11, 2022

For customer support, visit www.amazon.com/contact-us

Invoice summary *Payment due by December 11, 2022*

Item subtotal before tax	\$ 1,099.89
Shipping & handling	\$ 0.00
Promos & discounts	\$ 0.00
Total before tax	\$ 1,099.89
Tax	\$ 0.00

Amount due **\$ 1,099.89 USD**

Pay by

Electronic funds transfer (EFT/ACH/Wire)

Account name Amazon Capital Services, Inc.
Bank name Wells Fargo Bank
ACH routing # (ABA) 121000248
Bank account # (DDA) 41630410763592162
SWIFT code (wire transfer) WFBUS6S

Check

Amazon Capital Services
PO Box 035184
Seattle, WA 98124-5184

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or
Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Account # A1JRVU5PIU2A1G
Payment terms Net 30
Purchase date 09-Nov-2022
Purchased by Lincoln Fire
PO # 915154
Department Lincoln VFD

Registered business name
County Of Lincoln

Bill to

County Of Lincoln
Accounts Payable
P.O. Box 711
CARRIZOZO, NM 88301

Ship to

Lincoln Fire
111 COPPER RIDGE RD
CAPITAN, NM 88316-5011

Invoice details

Description	Qty	Unit price	Item subtotal before tax	Tax
1 Lightning X Customizable CAMO Premium Camouflage 3XL Firefighter Step-In Gear Bag w/Helmet Compartment & Embroidered Name	11	\$99.99	\$1,099.89	0.000%

ASIN: B082DMXGM9 Sold by: Lightning X Products, Inc
Order # 114-2337324-3881063

Total before tax \$1,099.89
Tax \$0.00

Amount due	\$1,099.89
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FAQs

How is tax calculated?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190

How are digital products and services taxed?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670

I, or We certify that the articles described herein
were received and meet specifications

APPROVED FOR PAYMENT

AMOUNT

1199.89

ACCOUNT NO.

410-48-2148

DEPT HEAD SIGNATURE

DATE

PAID ON

CHECK#

PO #

915154

CLOSE

(Y)

N

Total before tax	\$463.93
Tax	\$0.00
Amount due	\$463.93

FAQs



How is tax calculated?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190

How are digital products and services taxed?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670

I, or We certify that the articles described herein
were received and meet specifications.

APPROVED FOR PAYMENT 
AMOUNT 463.93
ACCOUNT NO. 410-48-2103
 1/25/23
DEPT HEAD SIGNATURE DATE

PAID ON _____ CHECK# _____
PO # 915374 CLOSE ☒ N



Invoice
Invoice # 1PRC-3DQ9-1RLN | January 16, 2023

For customer support, visit www.amazon.com/contact-us.

Invoice summary

Payment due by February 15, 2023

Item subtotal before tax	\$ 457.94
Shipping & handling	\$ 5.99
Promos & discounts	\$ 0.00
Total before tax	\$ 463.93
Tax	\$ 0.00

Amount due **\$ 463.93 USD**

Pay by

Electronic funds transfer (EFT/ACH/Wire)

Account name Amazon Capital Services, Inc.
Bank name Wells Fargo Bank
ACH routing # (ABA) 121000248
Bank account # (DDA) 41630410763592162
SWIFT code (wire transfer) WFBUS6S

Check

Amazon Capital Services
PO Box 035184
Seattle, WA 98124-5184

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or
Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Account # A1JRVU5PIU2A1G

Payment terms Net 30

Purchase date 11-Jan-2023

Purchased by Lincoln Fire

PO # 915374

Department Lincoln VFD

Registered business name

County Of Lincoln

Bill to

County Of Lincoln
Accounts Payable
P.O. Box 711
CARRIZOZO, NM 88301

Ship to

Lincoln Fire
111 COPPER RIDGE RD
CAPITAN, NM 88316-5011

Invoice details

	Description	Qty	Unit price	Item subtotal before tax	Tax
1	36" x 54" SwiftGlimpse 2023 Wall Calendar Erasable XLarge Wet & Dry Erase Laminated 12 Month Annual Yearly Wall Planner, Horizontal, Maroon	1	\$36.00	\$36.00	0.000%

ASIN: B09V292WG1
Order # 114-2047518-2363242
Sold by: Swiftmaps USA LLC

Description	Qty	Unit price	Item subtotal before tax	Tax
2 Graphics and More Personalized Custom 1 Line Firefighter Maltese Cross Fire Rescue Novelty Metal Vanity Tag License Plate	18	\$11.39	\$205.02	0.000%
ASIN: Sold by: Trevco B07S2BS9NQ Order # 114-9692112-0371456				
3 Logitech Wireless Presenter R400, Wireless Presentation Remote Clicker with Laser Pointer	1	\$32.99	\$32.99	0.000%
ASIN: Sold by: Amazon.com Services LLC B002GHBUTK Order # 114-2047518-2368242				
4 Personalized Stylus Pens with Custom Text-Bulk-85 Pack-Capactive Styli pen with Ballpoint-Soft Rubberized Pen- Sensitive rubber tip for Your Phone- compatible with most touch screen Devices-Red	1	\$129.99	\$129.99	0.000%
ASIN: Sold by: SyPen Inc. B0842XTMHB Order # 114-3734768-3521005				
5 co2CREA Hard Case Replacement for Logitech Wireless Presenter R400 Presentation Remote Clicker Pointer	1	\$15.99	\$15.99	0.000%
ASIN: B06XVNS16F Sold by: liu chang Order # 114-2047518-2368242				
6 Promora 16 oz Brown Disposable Coffee Cups with Lids & Sleeves, Hot Coffee Cup Sleeves Disposable, Premium Insulated To Go Coffee Paper Cups with Lids	1	\$37.95	\$37.95	0.000%
ASIN: Sold by: Smadi Business GmbH B07V4GDZCY Order # 114-2047518-2368242				
7 Shipping & handling			\$5.99	0.000%

LCOES

Number	Date	Description	Amount	Page No. of Transaction Activity Listing	Supplemental Info	Action Required
	3/9/2023	Symbol Arts	\$1,676.50	items 251, 252, 253 on spreadsheet	Unauthorized expense from Fire Fund	Needs reimbursement back to fire fund
Total:			\$1,676.50			

<p>Reviewed and approved by:</p> <p>Date:</p>	<p>Harry A Evans</p> <p>1/11/2024</p>
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Bonito FD

Number	Date	Description	Amount	Page No. of Transaction Activity Listing	Supplemental Info	Action Required
	3/15/2023	Grant Gerondale (Custom Dept License Plates	\$60.00	item 223 on spreadsheet	Unauthorized expense from Fire Fund	Needs reimbursement back to fire fund
	2/22/2023	Grant Gerondale (Custom Dept License Plates	\$195.00	item 178 on spreadsheet	Unauthorized expense from Fire Fund	Needs reimbursement back to fire fund
Total:			\$255.00			

<p>Reviewed and approved by:</p> <p>Date:</p>	<p>Harry A Evans</p> <p>1/11/2024</p>
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Lincoln FD

Number	Date	Description	Amount	Page No. of Transaction Activity Listing	Supplemental Info	Action Required
	1/25/2023	Amazon Capital Services Inc (Personalized License Plates)	\$205.02	Item 216 on spreadsheet	Unauthorized expense from Fire Fund	Needs reimbursement back to fire fund
Total:			\$205.02			

<p>Reviewed and approved by:</p> <p>Date:</p>	<p>Harry A Evans</p> <p>1/11/2024</p>
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Nogal FD

Number	Date	Description	Amount	Page No. of Transaction Activity Listing	Supplemental Info	Action Required
	2/22/2023	`Grant Gerondale (Custom Vehicle License Plates)	\$450.00	Item 172 on spreadsheet	Unauthorized expense from Fire Fund	Needs reimbursement back to fire fund
Total:			\$450.00			

<p>Reviewed and approved by:</p> <p>Date:</p>	<p>Harry A Evans</p> <p>1/11/2024</p>
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County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 30

SUBJECT:

Request to Approve the County Manager to Accompany Federal Lobbyist Nick Crockett for Several Federal Legislative Sessions from February 26th through March 1st to Present the Proposal for a Regionalized Emergency Management Training Center, Including the Newly Proposed OES Building

Tuesday, February 20, 2024



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 31

SUBJECT:

2:00 pm: Presentation by Tyler Technologies

Tuesday, February 20, 2024



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 32

SUBJECT:

Discussion and Approval of the Allocation of LATCF Funds to Purchase and Implement the Tyler Technologies Finance Software to Replace Triadic for an Amount not to Exceed \$850,000.00

Tuesday, February 20, 2024

**Lincoln County Assessor & Treasurer**

Toni Foligno, CPO
300 Central Avenue
Carrizozo, NM 88301
575-648-2385 x 105
Purchasing@lincolncountynm.gov

Sourcewell RFP # 90320

Tyler Sourcewell Contract # 090320-TTI - valid thorough Nov 2, 2024
Lincoln County Sourcewell Memebership # 21070

Contract ID: **TBD**
Issue Date: **12/08/23**
Sales Rep: **G. Snider**

Tyler Related Products and Services

Description	QTY	Annual
Assessor Plus		
Assessor Plus Base License Fee (per installation of the master application)		
Parcel Specific Content Management (Scanning, Imaging & Content)		
Personal Property Module		
Protest Tracking Module		
DataView		
Appraiser Plus		
Appraiser Plus Base License Fee (per installation of the master application)		
Parcel Specific Content Management (Scanning, Imaging & Content)		
Modules		
Apex (Third Party- No maintenance)		
Marshall & Swift Licensing Fees		
Annual Fee - Fee is subject to change annually.		
Commercial		
Mobile/Manufactured		
Agricultural		
Marshall & Swift Interface Intergration		
Eagle GIS Viewer		

Field Appraiser Software

System Software

User Software-Licensed per Laptop

Web Application

Eagle Web for internet access

Advanced Eagle Web for Assessors

Treasurer Plus

Treasurer Plus Base License Fee (per installation of the master application)

Parcel Specific Content Management (Scanning, Imaging & Content)

Web Application

eCommerce

Treasurer Workflow Options

Subtotal

\$99,529

Transaction Fees

Description

Payments Core

Payments Core POS

Third-Party Hardware, Software and Services

Description

Total Maintenance

Payments Lane 3000 Terminal Purchase

Payments Annual PCI Fee

Tyler Professional Services

Description

Service Cost

Conversion Services

Software Staging

Testing & User Acceptance

Project Management

Installation of Software

Training

Business Analysis & Design

Go Live/Cut Over Services

Assessor/Treasurer Plus Web Installation Services

TOTAL

673

\$150,950

Summary

One Time Fees

Recurring Fees

Tyler Software (subtotal)

\$ 99,529

Sourcewell Discount

\$ 9,953

Total Tyler Software

\$ 89,576

Total Tyler Services

\$ 150,950

Total Third-Party Hardware, Software and Services

\$ 838

\$ 360

Summary Total

\$ 151,788

\$ 89,936

Contract Total

\$ 241,724



Lincoln County Assessor & Treasurer

Toni Foligno, CPO
300 Central Avenue
Carrizozo, NM 88301
575-648-2385 x 105
Purchasing@lincolncountynm.gov

Contract ID: **TBD**
Issue Date: **12/07/23**
Sales Rep: **G. Snider**

Tyler Related Products and Services

Description	Annual
Eagle Assessor	
Base License Fee (per installation of the master application)	
Parcel Specific Content Management (Scanning, Imaging & Content)	
Personal Property Module	
Protest Tracking Module	
DataView	
Eagle Appraiser	
Eagle Appraiser Base License Fee (per installation of the master application)	
Parcel Specific Content Management (Scanning, Imaging & Content)	
Modules	
Apex (Third Party- No maintenance)	
Marshall & Swift Licensing Fees	
Annual Fee - Fee is subject to change annually.	
Commercial	
Mobile/Manufactured	
Agricultural	
Marshall & Swift Interface Intergration	
Eagle GIS Viewer	

Field Appraiser Software

System Software

User Software-Licensed per Laptop

Web Application

Eagle Web for internet access

Advanced Eagle Web for Assessors

Eagle Treasurer

Eagle Treasurer Base License Fee (per installation of the master application)

Parcel Specific Content Management (Scanning, Imaging & Content)

Web Application

eCommerce

Treasurer Workflow Options

\$99,529

Transaction Fees

Description

Payments Core

Payments Core POS

Third-Party Hardware, Software and Services

Description

Total Maintenance

Payments Lane 3000 Terminal Purchase

Payments Annual PCI Fee

Tyler Professional Services

Description

Service Cost

Conversion Services

Software Staging

Testing & User Acceptance

Project Management

Installation of Software

Training

Business Analysis & Design

Go Live/Cut Over Services

Eagle Web Installation Services

	TOTAL	673	\$150,950
Summary		One Time Fees	Recurring Fees
Total Tyler Software			\$ 99,529
Total Tyler Services		\$ 150,950	
Total Third-Party Hardware, Software and Services		\$ 838	\$ 360
Summary Total		\$ 151,788	\$ 99,889
Contract Total		\$ 251,677	



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 33

SUBJECT:

Discussion and Approval of the Allocation of LATCF Funds to Reimburse the County Clerk's Office for the Implementation of the New Software from Pioneer/Catalis for Fee Collection and Revenue Software in the Amount of \$150,000.00; Including \$10,000.00 Reimbursement to the Clerk's Office for Expenses Already Paid, and \$20,000.00 for the Fees Listed on Contract Pages 23-24. This Software does Integrate with Tyler Tech, and we have had Meetings and Email Correspondence to Demonstrate that Ability

Tuesday, February 20, 2024

PURCHASE ORDER

914011

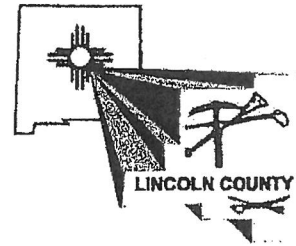
COUNTY OF LINCOLN

(575) 648-2385

Ship to: 300 Central Avenue

P.O. Box 711

Carrizozo, New Mexico 88301-0711

**IMPORTANT: INSTRUCTION FOR INVOICING AND SHIPPING**

1. Lincoln County is tax exempt under Gross Receipts Taxes #01-508838-003 or request an NTTC.
2. Taxes for services must be at the rate where the services are performed.
3. Merchandise is to be received F.O.B. Carrizozo, NM 88301, unless otherwise stated.
4. Purchase Order number must be accurate and appear on all invoices and packages.
5. If submitting Statements, attach a copy of each invoice to each statement.
6. Invoices are paid on a net 30 unless otherwise agreed upon.
7. Notify us immediately if you are unable to ship a complete order.

(ALL INSTRUCTIONS MUST BE COMPLIED WITH BEFORE PAYMENT CAN BE MADE.)

ADDRESS ALL INVOICES TO:

COUNTY OF LINCOLN

ACCOUNTS PAYABLE

P.O. BOX 711

CARRIZOZO, NEW MEXICO 88301-0711

PLEASE SEND ONE COPY OF YOUR INVOICE
WITH ORIGINAL BILL OF LADING

UNIT COST	QUANTITY	ARTICLE AND DESCRIPTION	LINE ITEM	EST. ACTUAL COST
74400.00	1.00	LANDMARK LICENSE	406-63-2705	74400.00
33975.00	1.00	PROJECT MANAGEMENT AND BUSINESS ANALYST	406-63-2705	33975.00
21675.00	1.00	ANNUAL LANDMARK MAINTENANCE AND SUPPORT BUYBOARD #661-22	406-63-2962	21675.00
				130050.00

TO BE PAID FROM:

FISCAL YEAR

VENDOR 2090

PURCHASE ORDER NO

914011

PIONEER TECHNOLOGY LLC
PIONEER RECORDS MANAGEMENT LLC
3025 WINDWARD PLAZA, SUITE 200
ALPHARETTA GA 30005

DATE

3/23/22

BY

PURCHASING OFFICER



MASTER SOFTWARE LICENSE AGREEMENT

between

**Pioneer Technology Group
BuyBoard #661-22**

("Licensor")

having its principal place of business at:

1100 Central Park Drive, Suite 100
Sanford, FL 32771

and

Lincoln County New Mexico Clerk

("Customer")

having its principal address at:

300 Central Avenue
Carrizozo, NM 88301

THIS MASTER SOFTWARE LICENSE AGREEMENT (the “*Agreement*”) is dated effective as of the 24th day of March 2022 (“*Effective Date*”) by and between Customer and Licensor. Customer and Licensor may each be referred to individually as a “*Party*” and together as the “*Parties*.” The Schedules to this Agreement are attached or incorporated by reference.

1. DEFINITIONS.

The following definitions shall apply in this Agreement:

- 1.1. *Confidential Information.* All information disclosed by a party (“*Discloser*”) to the other party (“*Recipient*”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data; Licensor Confidential Information includes the Software and associated services; and Confidential Information of each party includes the terms and conditions of this Agreement and all attached Schedules (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by Recipient.
- 1.2. *Customer Data.* All data of Customer, whether proprietary or non-proprietary to Customer, converted for use with the Licensor Deliverables.
- 1.3. *Customer Materials.* All materials supplied by Customer in connection with this Agreement.
- 1.4. *Deliverables.* Those components, milestones, and/or materials, including, without limitation, the Software, documentation, maintenance modifications, and enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Licensor (“*Licensor Deliverables*”) or Deliverables required from Customer (“*Customer Deliverables*”).
- 1.5. *Documentation.* The written description of the functions and use of the Software.
- 1.6. *Error.* (i) any error or defect resulting from an incorrect functioning of Software caused by the Software’s failure to meet a Functional Specification; or, (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.
- 1.7. *Functional Specifications.* The functions and/or criteria for the Software described as documentation related to the Software or as described in the Schedules.
- 1.8. *Intellectual Property.* All interests of any kind including: (i) trade secrets, (ii) copyrights, (iii) derivatives, (iv) documentation, (v) patents, (vi) the Software, (vii) technical information, (viii) technology, and (ix) any and all proprietary rights relating to any of the foregoing.
- 1.9. *New Product.* Any change or addition to Software and/or related documentation that: (i) has a value or utility separate from the use of the Software and documentation; (ii) may be priced and offered separately from the Software and documentation; and, (iii) is not made available to Licensor’s customers generally without separate charge. In the event of any disagreement between the Parties with respect to whether a change or addition constitutes a New Product, the good faith determination of such issue by Licensor shall be final, binding, and conclusive.
- 1.10. *Statement of Work.* The attached SCHEDULE A and/or Addendum(s) that provides the written description and specifications for the services to be provided by Licensor to Customer, including the Deliverables and milestone, delivery, and acceptance schedules.
- 1.11. *Software.* The Licensor software and any Third-Party Software supplied by Licensor pursuant to this Agreement as described in the attached SCHEDULE A. The term “Software” does not include New Products except to the extent added to the Software by separate agreement of the Parties and the payment to Licensor of the additional fees and under additional terms and conditions, if required by Licensor.
- 1.12. *Software Acceptance Date.* The date of acceptance of the Licensor Deliverables by Customer as described in this Agreement or the date that Customer uses the Software in a live environment, whichever is sooner.
- 1.13. *Taxes.* All federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including without limitation any interest, penalty, or additions, whether or not disputed.

- 1.14. *Test Validation Criteria.* The acceptance criteria for the Licensor Deliverables, including, without limitation, the Software, set forth in the Statement of Work.
- 1.15. *Third-Party Data.* Data, information, or any other materials (in whatever form) not owned or generated by or on behalf of Customer.
- 1.16. *Third-Party Software.* Software which is proprietary to any third party (other than an affiliate of Licensor) which is or will be used by Licensor for the purposes of providing Software and/or services pursuant to this Agreement.
- 1.17. *Warranty Period.* The thirty (30) day period commencing on the installation of the Software

2. LICENSE.

- 2.1. *License.* Licensor grants the Customer a license to the Software and Licensor Deliverables described in the attached SCHEDULE A in accordance with the terms and conditions of this Agreement. Licensor will perform the services described in this Agreement.
- 2.2. *Scope of License Limited.* The right of Customer to use the Software and associated documentation is for Customer's internal use only and limited to the field of use described in the attached SCHEDULE A. No title or ownership in the Software or documentation is transferred to Customer. Customer shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Licensor in advance and in writing. Only Customer's employees and necessary contractors acting in the proper scope of their services to Customer may access or use the Software or documentation. Customer shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation.
- 2.3. *Additional Software.* Customer may license additional Software hereunder by execution of a subsequent Schedule and/or Addendum.
- 2.4. *Restrictions.* Customer shall not remove, edit, alter, abridge or otherwise change in any manner any Licensor Intellectual Property notices. Customer may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service; modify, translate, adapt, alter, or create derivative works from the Service; copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party.

3. FEES, INSTALLATION CHARGES, AND TAXES.

- 3.1. *License Fees.* The license fees for the Software are set forth on the attached SCHEDULE B. Subsequent orders shall be at the fees in effect at the time of receipt by Licensor of any applicable subsequent Schedule and/or Addendum executed by Customer and Licensor. Fees resulting from the provision by Licensor to Customer of Third-Party Software are passed through by Licensor to Customer, and, in that context, such fees payable by Customer shall increase, and such increase shall be payable, as and to the extent of any such fee increases payable by Licensor.
- 3.2. *Installation and Services Fees.* Customer shall also pay for installation of Software and any other services required under that Agreement or requested by Customer. Other services will be performed at the then prevailing fees, plus any travel expenses required, including reasonable mileage, airfare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.
- 3.3. *Taxes.* Customer is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Licensor) and other fees or assessments incurred as a result of the use of the Software by Customer.
- 3.4. *Currency.* All Fees listed shall be interpreted as being in United States dollars (USD), unless otherwise stated.

4. DELIVERY AND ACCEPTANCE.

- 4.1. *Delivery.* Each Party shall timely perform delivery of its required Deliverables in accordance with the Statement of Work, including the delivery schedule specified therein. Customer shall pay or reimburse Licensor for all costs of shipping Software to Customer, including freight, insurance, and special packaging charges, if any. The carrier, method of shipment, and other matters relating to shipment shall be determined by Licensor. Customer is responsible for movement into or within Customer's premises, site preparation per Licensor requirements, and other site expenses required for installation.
- 4.2. *Testing.* Testing of Licensor Deliverables shall be completed by Customer in accordance with the Test Validation Criteria within fifteen (15) days following initial delivery to Customer.

- 4.3. *Installation.* Within thirty (30) days following completion of testing of the Licensor Deliverables, Licensor shall install the Licensor Deliverables at the Customer's facilities for acceptance testing.
- 4.4. *Acceptance.* Within ten (10) days following completion of installation, Customer shall either: (i) accept the Licensor Deliverables in writing; or, (ii) reject the Licensor Deliverables and provide Licensor with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Licensor will correct any Error and redeliver the Licensor Deliverables to Customer within thirty (30) days following receipt of the statement of Errors. Customer shall, within ten (10) days following such redelivery, accept or reject the redelivered Licensor Deliverables in accordance with the procedures set forth herein. Failure by Customer to provide a statement of acceptance or statement of Errors within either of the ten (10) day periods specified herein shall be deemed to be acceptance by Customer of the Licensor Deliverables.

5. PAYMENT.

- 5.1. *Fees for License of Software.* Payment of Software license fees, installation fees, and other fees on the initial License Summary will be made in installments as defined in SCHEDULE B.
- 5.1.1. Fees for installation of the Software including data conversion, system implementation, training, and forms generation, as indicated on the attached SCHEDULE B, are payable within thirty (30) days following invoice by Licensor.
- 5.1.2. The pricing during any renewal term may increase by up to ten percent (10%) above the applicable pricing in the prior term, unless Licensor provides Customer notice of different pricing at least eight (8) months prior to the applicable renewal term. Except as expressly provided in the applicable Statement of Work, renewal of promotional or one-time priced subscriptions will be at Licensor's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Software or service(s) has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- 5.1.3. If any Third-Party Software is obtained directly from Licensor, Customer will pay Licensor fifty (50%) percent of all fees at the time Customer signs this agreement, twenty-five percent (25%) of fees after products are installed at Customer's facility and twenty-five percent (25%) upon Customer's use of the Third-Party Software or the date of Acceptance, whichever comes first. Payments for all Third-Party Software provided by Licensor as described in the attached SCHEDULE B shall be payable at least thirty (30) days prior to due date for payment by Licensor to Licensor's provider. These fees, if applicable, shall be detailed in SCHEDULE B.
- 5.2. *Fees for Subsequent Licenses.* Payment of license fees, installation fees, and other fees to Licensor on any subsequent Schedule and/or Addendum shall be made as specified in such Schedule and/or Addendum.
- 5.3. *Ancillary Charges and Out of Pocket Expenses.* All additional or ancillary charges (e.g., additional training charges) and all out of pocket expenses of Licensor (e.g., travel expenses) which are payable by Customer hereunder shall be due and payable within thirty (30) days following invoice by Licensor.
- 5.4. *Failure of Payment.* In the event payment is not made as specified in this Agreement, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; provided, however, that if Customer is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this section 5.4.

6. WARRANTY, EXCLUSIONS, AND DISCLAIMER.

- 6.1. *Software Warranty.* Licensor warrants that the Software shall conform to the Functional Specifications and will be free of Errors during the Warranty Period. Licensor's sole obligation and responsibility to Customer under the foregoing warranty is to remedy, at no cost to Customer, any such Error reported to Licensor during the Warranty Period. Notwithstanding the foregoing or any other term or provision of this Agreement, with respect to Third-Party Software provided by Licensor hereunder, Licensor makes no warranties, but shall, to the extent legally permitted, pass through to Customer all warranties provided by the original licensor/manufacturer.
- 6.2. *Software Warranty Exclusions.* The foregoing warranties do not apply to any of the following:
- 6.2.1. Damage arising from any cause beyond Licensor's reasonable control, including, without limitation, damage due to the improper operation or use of Software by Customer, abuse or misuse of Software other than as designed or intended, malfunctions caused by alteration or tampering, or any reason specified in section 15 of this Agreement.
- 6.2.2. Damage resulting from movement of Software after its initial installation.

- 6.2.3. Malfunction or breakdown of Software due to attachment to, or addition or use of, software not supplied by Licensor with the Software, or as a result of attachment of the Software to hardware or software by anyone other than Licensor, or as a result of hardware associated problems.
- 6.2.4. Damage, malfunction, or breakdown of Software due to improper operating environment, including, without limitation, temperature, humidity, dust, or static charge.
- 6.2.5. Destruction or damage, in whole or in part, of Software by any Person other than Licensor.
- 6.2.6. Any harm or damages caused by any Third-Party Software or Third-Party Data providers.
- 6.3. **SOFTWARE WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 OF THIS AGREEMENT, LICENSOR DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS."

7. FUNCTIONAL SPECIFICATIONS.

Customer understands that such Functional Specifications shall be defined in accordance with Licensor standard applications and that any application and/or communication and/or functions not currently supported by Licensor shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Licensor.

8. TRAINING.

Licensor shall provide training in the operation and maintenance of the Software as described in attached SCHEDULE A. Customer may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to Customer at Licensor's then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than Licensor's facilities.

9. THIRD-PARTY SOFTWARE LICENSES.

- 9.1. *Integration with Third Party Applications.* Customer shall execute all documents reasonably requested by Licensor and will abide by all reasonable requirements with respect to all Third-Party Software licensed or sublicensed by Licensor to Customer under this Agreement, or necessary to the performance of the Software hereunder in accordance with the Functional Specifications, and Customer agrees to maintain in effect all required licenses and approvals of all applicable third parties. Licensor cannot guarantee the continued availability of Software and/or service features, and may cease providing them without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of Third-Party Data and/or Third-Party Software ceases to make that data and/or application available for interoperability with the corresponding Software and/or service features in a manner acceptable to Licensor.

10. RESTRICTIONS UPON DISCLOSURE OF CONFIDENTIAL INFORMATION.

- 10.1. *Protection.* Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of these confidentiality obligations and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this section 10, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information or any other breach of these confidentiality requirements (including by any third parties), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.
- 10.2. *Limited Disclosure.* Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide

Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request.

- 10.3. *Ownership.* All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

11. INTELLECTUAL PROPERTY INDEMNITY.

- 11.1. *Indemnification of Intellectual Property Infringement Claims.* In the event of any actual or threatened claims by a third party that the Licensor Deliverables infringe upon any Intellectual Property of such third party, Licensor will indemnify Customer with respect to such claims. Customer shall immediately notify Licensor of any such claim. For claims related to Third-Party Software, no indemnity is provided by Licensor, but Licensor shall, to the extent legally permitted, pass through to Customer any infringement protections with respect to Third-Party Software. The foregoing indemnity shall be ineffective if any of the Licensor Software has been modified, altered, or otherwise changed by Customer (or on behalf of Customer by any Person other than Licensor). Licensor will have no liability or obligation under this section 11 if any claim of infringement is based upon: (i) the combination, operation, or use of the Software with any component other than Licensor Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any derivative of any Licensor Intellectual Property created by any person other than Licensor. Licensor shall have sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and Customer shall provide Licensor with all reasonable assistance in the defense of the same.
- 11.2. *Indemnification by Customer.* Customer will defend Licensor against any claim, demand, suit or proceeding made or brought against Licensor by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Software, services, and/or content in violation of this Agreement, Order Form, or applicable law (each a "Claim Against Licensor"), and Customer will indemnify Licensor from any damages, attorney fees, and costs finally awarded against Licensor as a result of, or for any amounts paid by Licensor under a settlement approved by Customer in writing of, a Claim Against Licensor, provided Licensor (i) promptly gives Customer written notice of the Claim Against Licensor, (ii) gives Customer sole control of the defense and settlement of the Claim Against Licensor (except that Customer may not settle any Claim Against Licensor unless it unconditionally releases Licensor of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense.
- 11.3. *Remedy.* In the event of a third party claim that the Licensor Deliverables infringe the intellectual property rights of a third party, Licensor shall have the right, as Customer's sole and exclusive remedy against Licensor, at Licensor's sole election, to: (i) modify the allegedly infringing Licensor Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect; (ii) obtain a license or other rights to enable Customer to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to Customer any unearned fees paid by Customer to Licensor.

12. RIGHTS IN SOFTWARE, DATA, AND MATERIALS.

- 12.1. *Licensor Ownership.* As between Licensor and Customer, Licensor shall be the sole owner of all right, title, and interest in and to the Software, all Licensor Deliverables, documentation, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer, and any and all copies or derivatives created by either Party, exclusive only of the Customer Materials. Customer hereby irrevocably grants, transfers, and assigns to Licensor, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which Customer may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Licensor Deliverables, documentation, and in and to any other Intellectual Property of Licensor, along with the good will of the business appurtenant to the use of any of the same. Customer further hereby irrevocably transfers and assigns to Licensor any and all moral rights Customer may have in and to such Software, the Licensor Deliverables, documentation, and in and to any other Intellectual Property of Licensor, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement. Customer shall, at the request of Licensor, execute any and all documentation necessary to formally transfer such rights to Licensor. Customer shall promptly notify Licensor in writing if it becomes aware of any violation, infringement, or unfair competition related to the Licensor Intellectual Property. Customer agrees to allow Licensor full access to all relevant hardware, software, and material to determine compliance.

- 12.2. *Customer Ownership.* As between Licensor and Customer, Customer shall be the sole owner of all right, title, and interest in and to all Customer Materials. Licensor hereby irrevocably grants, transfers, and assigns to Customer, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Licensor may have or acquire, by operation of law or otherwise, in and to any or all of the Customer Materials. Licensor further hereby irrevocably transfers and assigns to Customer any and all moral rights Licensor may have in such Customer Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement. Licensor shall, at the request of Customer, execute any and all documentation necessary to formally transfer such rights to Customer.

13. SUPPORT AND MAINTENANCE SERVICES

- 13.1. *Maintenance Term.* The initial maintenance term will be four (4) years and will commence on installation of the first module of Software. The term of maintenance services shall be automatically extended for successive one (1) year periods unless either Party gives the other Party not less than ninety (90) days prior to the conclusion of the then current term of maintenance services. Licensor may terminate the term of these maintenance services in the event Customer fails to make any payment when due to Licensor after ten (10) days' notice of such failure or in the event of the termination of Customer's license of Software. No termination shall relieve Customer of its payment obligations.
- 13.2. *Scope and Definitions.* Licensor shall provide maintenance and support services necessary to ensure that the Software and Licensor Deliverables operate in conformity with Functional Specifications and the documentation as described in this Agreement. The following terms shall apply to this section 13 and SCHEDULE C.
- 13.2.1. Critical Defect. An Error in the Software and Licensor Deliverables or documentation which renders the Software and Licensor Deliverables unable to perform a Functional Specification and for which a workaround is not available.
- 13.2.2. Non-Critical Defect. A defect in the Software and Licensor Deliverables or documentation that materially impacts the operation of the Software and for which a workaround is not available.
- 13.2.3. Telephone Support. The provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Licensor Deliverables via telephone. Telephone support is intended to be used by a limited number of people designated by Customer to communicate with Licensor about defects or problems. It is not a substitute for training of personnel by Customer.
- 13.2.4. Basic Maintenance Period. The Basic Maintenance Period commences on Monday and continues through Friday of each week (8 a.m. to 6 p.m., Eastern Time), except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day / Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.
- 13.3. *Covered Maintenance.*
- 13.3.1. General. Maintenance services and telephone support will be performed by Licensor during the Basic Maintenance Period. Maintenance services do not include the costs of accessories and expendable supplies necessary to operate the Software and Licensor Deliverables.
- 13.3.2. Upgrades. Customer will receive all updated, patches and enhancements to the Software and Licensor Deliverables (except any New Product), including all related update releases and associated documentation.
- 13.3.3. Online Support and Telephone. Telephone support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Remote diagnostics equipment is required at Customer locations for remote support, which equipment is to be obtained by Customer at its sole expense. Licensor may choose to request a copy of the client database to load in Licensor's offices in an attempt to either recreate the process or run the application to complete a process if time is of the essence.
- 13.3.4. Exclusions. Maintenance services do not include maintenance required by: (i) operator error or improper operation or use of the Software and Licensor Deliverables by Customer; (ii) modifications, repairs, or additions to the Software and Licensor Deliverables performed by persons other than Licensor, or damage to Software and Licensor Deliverables by Customer's employees or third persons; (iii) training services. Any maintenance service or related service or training other than the maintenance services described above will be charged at Licensor's then current billable call maintenance rates in effect.
- 13.3.5. Response Times. Licensor will use its commercially reasonable efforts to respond within four (4) business hours (but only during the Basic Maintenance Period) of notice from Customer of the need for maintenance services or notice of a request for Online Support or Telephone Support. Any such notice from Customer shall, to the extent possible,

identify all Critical Defects, and, in connection with the provision of any maintenance service, online support, and/or telephone support, Customer shall, at its own expense, provide its full good faith support and cooperation with Licensor's efforts at resolution. Non-Critical Defects will be corrected as soon as practicable or in a following update or release.

- 13.3.6. Billable Call Maintenance. Any maintenance service or related service or training other than covered maintenance services, as described in this section 13.3, will be charged at Licensor's then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Customer's site, Customer will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses; provided, however, that, in the event Customer is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Licensor.

14. LICENSE TERMINATION OR EXPIRATION.

- 14.1. Licensor may terminate Customer's license to the Licensor Deliverables if Customer commits any material breach of the terms and conditions of this Agreement, including non-payment of any fees due to Licensor, if Customer does not cure any such default within ten (10) days after notice is given to Customer.
- 14.2. In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon sixty (60) days prior written notice to the other in the event of the other's failure to cure a material breach within thirty (30) days after receipt of the terminating Party's written notice of default concerning the same.
- 14.3. Upon termination, Licensor shall return to Customer, at Customer request, all documents and items of any nature whatever, supplied to Licensor by the Customer or developed by Licensor in accordance with this Agreement, except for any software products developed by Licensor, which remain the property of Licensor.

15. EXCUSABLE DELAYS.

Notwithstanding any other term or provision of this Agreement, Licensor shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Licensor, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

16. LIMITATION OF LIABILITY.

IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE LICENSE FEES PAID BY CUSTOMER TO LICENSOR DURING THE SIX (6) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM.

17. LIMITATION ON DAMAGES.

LICENSOR SHALL NOT BE LIABLE IN ANY EVENT FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LICENSOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

18. ALLOCATION OF RISKS.

CUSTOMER UNDERSTANDS AND AGREES THAT THE FEES CHARGED BY LICENSOR SPECIFICALLY REFLECT THE ALLOCATION OF RISKS AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS AGREEMENT.

19. MISCELLANEOUS PROVISIONS.

- 19.1. ARBITRATION. UPON THE DEMAND OF EITHER PARTY, ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF LICENSOR'S RELATIONSHIP UNDER THIS AGREEMENT WITH

CUSTOMER, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; PROVIDED, HOWEVER, THAT ARBITRATION SHALL NOT BE REQUIRED IN ANY ACTION OR CLAIM BY A PARTY WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF.

- 19.2. *Binding upon Successors and Assigns.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.
- 19.3. *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.
- 19.4. *Entire Agreement.* This Agreement, together with the Schedules and/or Addendum(s), constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.
- 19.5. *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.
- 19.6. *Notices.* Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section 19.6.
- 19.7. *Choice of Law; Construction of Agreement.* This Agreement will be construed under the laws of the State of Georgia, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.
- 19.8. *Further Assurances; Cooperation.* Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.
- 19.9. *Non-Solicitation.* For a period ending two (2) years following the date of termination or expiration of this Agreement, Customer shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Licensor who has been directly or indirectly involved in the development, licensing, installation, or support of any Licensor software product.
- 19.10. *Independent Contractor Status.* It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Licensor shall be entitled to list Customer in any designation of its customers in advertising or other published materials of Licensor.
- 19.11. *No Third-Party Beneficiary Rights.* No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any Person other than the Parties and their proper successors and assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.
- 19.12. *Survival.* The provisions of section 2, sections 10 through 12, and sections 14 through 19 shall survive the expiration or termination of this Agreement.
- 19.13. *Fees and Costs.* In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case,


a “Proceeding”), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party’s fees and costs, including, without limitation, attorneys’ fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals.

- 19.14. *Cooperative Procurement:* This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Licensors reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.

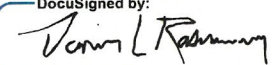
[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

LINCOLN COUNTY CLERK:

By: 
Name: Whitney Whittaker
Title: County Clerk
Date: 3/24/22

PIONEER TECHNOLOGY GROUP:

By: 
Name: Darin Rasmussen
Title: Executive Vice President
Date: 3/26/2022

[Signature Page to this Master Software License Agreement]

SCHEDULE A : Statement of Work

1. STRATEGY

The purpose of this project is to implement the land records software Landmark on behalf of the Lincoln County Clerk. The latest released version of Landmark application will allow Customer to modernize and improve existing administrative processes using tools designed with industry best practices. The project Scope of Services includes all deliverables and associated professional services described in each section and subsection.

In support of this strategy, Licensor shall furnish all staffing and materials to accomplish the work in a timely manner in accordance with the scope of work. Licensor shall also ensure strict conformity with all applicable Federal, State and local laws, each of which is incorporated by reference, and shall be responsible for obtaining all necessary approvals required for the performance of such work. Customer shall provide remote and onsite access to necessary servers and data and shall provide working facilities to Licensor employees when on site work is required. This accommodation shall include desk or meeting space and access to printing and telecommunications.

2. TERM

Upon execution of the Agreement, Licensor shall commence work in accordance with the agreed upon schedule to be ratified following the kickoff meeting. The initial term of this Agreement shall begin immediately upon Software Acceptance Date and shall continue for a period of four (4) years. At the end of the Term, the Agreement shall automatically renew for subsequent periods equal to the Initial Term, unless terminated by written notice by either party at least ninety (90) days prior to expiration.

3. SOFTWARE MODULES

3.1. *Included:* The following Software modules are included in this Agreement.

Module Name	Description of Software
Landmark	Land Records Recording Server based Software

4. TECHNICAL SPECIFICATIONS

Licensor recommends enterprise level server hardware. This should include redundancy with High Speed drive RAID arrays, multiple power supplies, Network Cards, etc.

4.1. *External Web Server:*

- a. Windows 2012 R2 64bit (or later)
- b. Intel Xeon 4 core CPU 2.4 GHz
- c. 16 GB RAM

4.2. *Database Server:*

- a. Windows 2012 R2 64bit (or later)
- b. Microsoft SQL Server 2012 (or later)
- c. (2 Physical) Intel Xeon 8 core CPU 2.6 GHz
- d. 64 GB RAM

4.3. *Application Server:*

- a. Windows 2012 R2 64bit (or later)
- b. Intel Xeon 4 core CPU 2.4 GHz
- c. 16 GB RAM
- d. Services (if applicable)
 - o [...]

4.4. *File Server:*

- a. Windows 2012 R2 64bit (or later)
- b. Intel Xeon 4 core CPU 2.4 GHz
- c. 16 GB RAM
- d. Services (if applicable)
 - o Image Share
 - o Application Launcher Distribution Files
 - o Forms / Report Share
 - o Image Web Service

4.5. *Licensor Support Server:*

- a. Windows 2012 R2 64bit (or later)

- b. Intel Xeon 4 core CPU 2.4 GHz
 - c. 16 GB RAM
- 4.6. *Customer Workstation:*
- a. Windows 8.1 or 10
 - b. Intel i5 CPU 2.0 GHz
 - c. 8 GB RAM

5. IMPLEMENTATION METHODOLOGY

5.1. *Initiation:*

Licensor will conduct a Project Kickoff meeting, either remotely or in person at Customer. During this meeting Licensor will introduce all assigned project team members to Customer and an initial Project Plan will be reviewed in detail.

Initiation is the beginning of the project's lifecycle. In this stage, Licensor works collaboratively with the customer to confirm the scope, objectives, and deliverables that were defined in the sales process will suit the customer's needs. To accomplish this, the Licensor Project Manager walks through an 8-step process guide with the customer. Some examples of activities include, but are not limited to:

- a. Sales to Professional Services Handoff Call,
- b. Building Out Initial Project Artifacts,
- c. and Reviewing the Contract and Statement of Work.

The customer's level of involvement differs per task, but they can be assured that the work that the Licensor Project Manager is doing is all intended to establish the right footing for the project and ensure it flows smoothly from the very beginning of its lifecycle all the way to the end.

5.2. *Planning:*

The Planning Phase is one of the busiest times in the project lifecycle. This is where the both the Licensor and Customer Project Managers work collaboratively to build a project schedule that contemplates schedules and resource availability. This is also the phase of the project that it is formally "kicked off," and an on-site or remote meeting is scheduled to once more review, and confirm, the project's scope, objectives, and deliverables. Licensor will also take this opportunity to review its implementation methodology with the customer to formalize roles and expectations for both sides.

5.3. *Execution:*

The Execution Phase of the project occurs after a project schedule has been finalized, and agreed to, by both parties. In this phase, Licensor's resources are officially engaged and begin working with the customer to implement their chosen solution according to the project schedule. Activities during this phase include, but are not limited to:

- a. Business Process Review/Discovery
- b. Configuration
- c. Data and Image Conversion
- d. Forms and Reports Development
- e. Training
- f. System Testing/Validation

For each activity, Customer will have a dedicated resource working strictly on their project. This is done to ensure that there is continuity throughout the entire project. Further, it gives the customer's Subject Matter Experts (SMEs) direct points of contact that they can discuss specific concerns with and since the resources are only dedicated to the customer's project, they can expect to receive timely feedback.

5.4. *Monitor and Control:*

The Monitor and Control Phase of the project runs parallel with the Planning and Execution phases of the project. That is, during these periods, the Licensor Project Manager is accountable to the customer and performing key activities that help drive the project to a successful Go-Live. These activities include, but are not limited to:

- a. Conducting Regularly Cadenced Status Meetings,
- b. Providing Regular Status Reports,
- c. Performing Issue and Risk Management,
- d. Performing Schedule Management,
- e. and Performing Change Management.

5.5. *Project Closeout:*

The Project Closeout Phase formally verifies that all processes and activities defined at the beginning of the project are complete and in accordance with the customer's quality expectations. It formally establishes that the project is complete and that no more

work is required to meet the objectives of the project. To accomplish this, Licensor reflects on the artifacts collected during the monitor and control phase and ensures that all issues and outstanding items identified throughout the project are resolved and/or complete. Licensor will not call a project complete until all items have been delivered and a project closeout report has been officially delivered and accepted.

6. PROJECT MANAGEMENT

6.1. *Project Management:*

Licensor will assign a Project Manager to Customer's Landmark Implementation project. The Project Manager will participate remotely on-site as dictated by the mutually agreed upon project plan. Licensor assumes the Project Manager will be assigned to the Customer for the duration of the project. However, if not, then Licensor will notify Customer within five days of the change. The Project Manager will be responsible for the creation and maintenance of the deliverables defined in this SOW.

6.2. *Project Organization: Licensor Key Personnel*

Position / Role	Percent of Time on Project	Duration on Project
Project Manager	25%	Entire Project
Director of Implementation	10%	Entire Project
Conversion Developer	25%	Phased
System Engineer	50%	Entire Project
Reports & Forms Developer	25%	Phased

6.3. *Project Organization: Customer Key Personnel*

Role / Responsibility	Number of Staff Members	Comments
Project Manager	1	Primary point of contact for the Project on behalf of Customer. Oversees all aspects of the project and participates in Business Analysis and Training activities.
System Administration and Configuration	(Determined by Customer)	This person will coordinate all technical efforts that involve Landmark, including backups, hardware safety, drive space, network uptime, server/network maintenance, etc. This person(s) should have an understanding of SQL, Crystal Reports and be able to configure all user workstations according to a defined set of specifications provided by Licensor. This person must have a general understanding of the Customer Office's hardware and network setup and maintenance schedules.
Database/Network Administration	1	This person will be responsible for ensuring the integrity of regular backups, and uptime of the Customer's Office network. This person will also work with Licensor on implementing new versions in both the test and live environment. This person(s) should possess an understanding of SQL, and the Customer network infrastructure. Experience with running scripts, DB backups and restores, as well as county-wide security settings will be needed.
Functional User Support	1	The user support specialist is the Customer's Office user's first call if they have a question or concern about the system. The user support person will do their best to provide a resolution prior to escalating the event to Licensor. This person(s) should have a thorough understanding of Landmark and other software that may be used (M.S Office, Finance Package). This person will also need excellent communication skills and good deductive reasoning for trouble shooting.
Ongoing Training	(Determined by Customer)	The Training Specialist will become the 'system expert'. Licensor will train the trainers until they have a complete understanding of both the user and administrator interfaces. This person(s) should have a thorough understanding of Landmark and other software that may be used (M.S Office, Finance Package).

		This person should possess excellent communication skills and the ability to explain processes in a way that is easy to follow.
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6.4. *Project Plan:*

The Licensor Project Manager may modify the existing detailed project plan during the project planning phase. Any changes will be presented to Customer, and Customer's Project Manager will be responsible for providing feedback within 2 weeks. The Project Plan contains:

- a. All project activities and tasks
- b. Dates of project activities and tasks
- c. Resource assignments
- d. Payment milestones and deliverables
- e. Task dependencies

6.5. *Meeting Agendas:*

The Licensor Project Manager is responsible for providing detailed agendas for any meeting relevant to the project, including status calls and any engagements with a Developer or System Engineer. These agendas will include:

- a. Meeting Objective
- b. Tasks to be performed
- c. Participants
- d. Meeting topics

Further, detailed meeting notes will be provided after each meeting that includes the following:

- a. Summary of conversation
- b. Action items for all responsible parties

6.6. *Status Meetings:*

Both Licensor's Project Manager and Customer's Project Manager will hold status meetings at an agreed upon frequency with the core project team members. Topics to include:

- a. Project Plan
- b. Current Activities
- c. Action items from previous meeting
- d. Issues and risks
- e. Payment milestones and deliverables

6.7. *Status Reports:*

Licensor's Project Manager will be responsible for creating monthly status reports for the duration of the project. These status reports will be used to communicate key information to Customer. Reports will include:

- a. Project health
- b. Summary of work performed
- c. Late or overdue items
- d. Status of key payment milestones
- e. Project timeline
- f. Issues and risks
- g. Risk mitigation strategies
- h. Project budget

6.8. *Pre and Post Trip Reports:*

Licensor's Project Team will be responsible for providing written trip reports both before and after each scheduled on-site activity within five business days of the engagement. The trip report will include high-level topics covered, key decisions made (or to be made), action items for Customer and Licensor, and topics to be covered in the next visit.

7. CHANGE CONTROL

7.1. *Issue Log:*

Both Licensor and Customer will maintain a list of issues, open and closed, that have been identified throughout the project. This issue log will be maintained using Licensor's tracking system. Licensor's Project Manager will grant Customer's administrators and supervisors' access to the system so that issues can be reported, tracked, and responded to throughout the duration of implementation. Every submitted issue will receive a tracking number and will be incorporated into the project's issue log for review at weekly status meetings and in status reports.

Before the project is closed out, any remaining open issues will be addressed as part of a post Go Live issue resolution plan. This plan will be created by the Licensor Project Manager and approved by Customer.

7.2. *Change Control Process:*

Change control is the process through which all changes to the project's baselines are controlled and executed. This is necessary to ensure that the triple constraints of the project (cost, scope, and time) are maintained and do not grow disproportionate to the other, which will ultimately impact the overall quality of the project. Licensor's Project Manager will monitor and control change throughout the project by undertaking the following activities:

- a. Logging all change requests in a change log.
- b. Evaluating the impacts of proposed changes.
- c. Re-baselining the project schedule and other documents as appropriate.

The Licensor Project Manager and Customer Project Manager will work together to seek approval for a requested change. The effort will include receiving input from both Licensor and Customer employees that will be impacted by the change. After mutually agreeing to the terms of the change, the Customer Project Manager will complete the appropriate Change Order form. The form will then be routed for required approvals.

Changes may occur for any reason, and it is the responsibility of both parties to document the changes they are requesting in the change log using a Change Order form. The completed form will be returned to Licensor's Project Manager.

Changes that are approved by the Project Steering Committee will automatically result in the re-baselining of the project. This may require interaction from the Customer's project manager to ensure that proposed changes do not impact the Customer's constraints.

7.3. *Estimated Costs:*

The following Licensor standard rates will apply to Change Orders.

Services Requested	Hourly Rate
System Configuration	\$175
Project Management	\$175
Development / Programming	\$225
Data / Image Conversion	\$225
Reports and Forms Development	\$225
Services	\$800 (Daily Rate)
Daily Travel Rate (per person/per day)	\$364

7.4. *Dispute Resolution Process:*

It is anticipated that challenging issues will arise throughout the implementation project due to the complex nature of implementing an Official Records Management System. To ensure that these challenging issues are addressed in a timely manner, Licensor and Customer will utilize the following dispute resolution process:

- a. All communication regarding project issues must be directed to the Licensor Project Manager or Customer Project Manager.
- b. During the regular status meetings, issues and concerns will be actively and openly discussed.
- c. Should issues begin to interfere with the project, both Licensor and Customer maintain the right to escalate issues to the Licensor management team or Customer management team, according to the following escalation paths:

Licensor Escalation Path:

Order	Contact	Title	Email	Phone
1	Sandra DeAguiar	Director of Implementation	Sandra@ptghome.com	407.321.7434
2	Heath LaRue	VP Operations	HLaRue@ptghome.com	678.322.1861

Customer Escalation Path:

Order	Contact	Title	Email	Phone
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1	Whitney Whittaker	County Clerk	Wwhittaker@lincolncountynm.gov	575.648.2394x127

8. FUNCTIONAL DISCOVERY

Licensors Project Manager and System Engineer(s) will conduct discovery sessions, either remotely or in person at Customer, to observe, notate, and provide recommendations as to how workflows will be implemented within Landmark. These will be the building blocks for the department processes and will be presented to Customer during Process Functionality Workshops.

8.1. *Functional Discovery Deliverables Summary:*

- a. Licensors will conduct a discovery session to observe current workflows.
- b. Licensors will make workflow and efficiency recommendations based on existing or proposed functionality in Landmark.
- c. Licensors will complete a process map as it exists today and provide a copy to Customer.
- d. Licensors will identify any areas to be considered gaps.
- e. Licensors will create a training plan tailored to the workflow requirements of Customer.

9. SYSTEM INSTALLATION

9.1. Licensors will install the following Landmark environments for Customer.

- a. Production
- b. Test

9.2. Licensors uses the following environment methodology as part of implementation:

- a. Initial installation is completed into a Pre-Production environment.
- b. All configuration, core training, and testing is completed in this environment.
- c. This environment is used during training as a testing environment/sandbox environment for users to learn in.
- d. Prior to Go Live, this Pre-Production environment is cleared of data and the final conversion is completed.
- e. Pre-Production is now Production.
- f. After Go Live, an additional installation is completed on one server and is the Test environment.

10. CONFIGURATION

Following the initial discovery session, Licensors will create a complete process map of the Customer's workflows and indicate areas of desired and recommended improvement. Licensors will configure Landmark to adapt to all the requested workflows and requirements as outlined and agreed upon by Customer and Licensors. All configurations will be internally tested throughout the project before pushing to the Customer's environment for testing and approval.

10.1. *Configuration Workshops:*

Course Name	Description
Initial Process Functionality Workshop	A more in depth and detailed overview of the workflow that the Licensors System Engineer and Project Manager have created and implemented from process discovery early in the project.
Process Functionality Workshop	Configuration elements that did not meet the Customer's satisfaction from the initial workshop will be remediated by the System Engineer and presented again to Customer in an iterative approach until no processes need to be altered. This process will repeat itself until results are agreed upon between both Customer and Licensors.

11. FORMS AND REPORTS

Licensors has included fifteen (15) standard forms and reports development in the price of Landmark as well as the Licensors Performance Center. The Licensors Performance Center allows Customer to create, manage, schedule, and share their own reports in true ad hoc Reporting. Should Customer choose standard Licensors built reports, they are responsible for completing a Forms and Reports Standard Workbook that will define the following:

- Form/Report Name
- Font Specifications
- Line Spacing
- Page Orientation

Margins
Date Formatting

Customer is responsible for identifying all forms and reports that will vary from these standards during the discovery process. Forms and reports discovery will be conducted either on-site or remotely using an online conferencing software as determined by both Licensor and Customer Project Managers.

Additional hours for forms and reports development that are outside this scope may be requested by Customer, but they will be subject to a separately executed Change Order. Licensor utilizes the following rules when scoping forms and report development hours:

Simple – Estimated 4 hours
Medium – Estimated 16 hours
Complex – Estimated 40 hours
Highly Complex – Estimated 80 hours

11.1. *Process for Forms and Reports Development*

Licensor and Customer will follow the process outlined below for forms and reports development during each phase of implementation. Note that forms and reports will be developed by a member of Licensor's forms and reports team (referenced as Forms Developer in the remainder of this section).

Step	Task Name	Licensor's Role	Customer's Role
1	Create forms and reports listing document.	Support Customer in creating the forms and reports listing document.	List all needed forms and reports.
2	Forms and reports Discovery	Participate in and make discovery decisions.	Document specifications.
3	Create Specifications	Provide input on best practices.	Develop specifications for each form and report for Licensor to review.
4	Approve Specifications	Review Customer's specifications and provide feedback on best practices. Identify the effort tier per report (simple, medium, complex, highly complex).	Submit specifications for each form and report for Licensor to review. Customer sign off on reports specification and effort.
5	Forms Developer creates forms and reports and delivers to Customer for review.	Create all forms and reports and deliver them to Customer for review.	Provide Subject Matter Experts (SMEs) to answer questions and review forms and reports as necessary.
6	Test forms and reports.	Answer any and all questions pertaining to forms and reports that result from Customer's testing.	Review and test all forms and reports. Provide feedback to Licensor.
7	Final adjustment of forms and reports.	Forms Developer adjusts all forms and reports, as necessary, based on Customer feedback reported in Step 6.	Retest forms and reports that required adjustment.
8	Customer sign off.	Provide task Completion reports to Customer for signature.	Sign off on delivered Task Completion reports and deliver to Licensor's Project Manager.

12. DATA CONVERSION

Licensor and Customer will work together to create a crosswalk table for the conversion of data from the legacy system. During the project, there will be further discussion and discovery, allowing Customer to request modifications to the scope of the contracted data conversion services. Licensor's conversion services are outlined below.

- 12.1. A project plan will be built and agreed upon by both Licensor and Customer that ensures the conversions are accurate and correct. Conversions are successful when the legacy system data that is being converted and imported into the Landmark application appears as if it were an original record within Landmark.
- 12.2. Customer will assist and advise on data mapping, as required, and work closely with the Licensor conversion team to ensure that the database schema is mapping correctly.

- 12.3. Customer will provide legacy data in Licensor's specified format.
- 12.4. Licensor will routinely convert data into a test environment for Customer's review depending on Customer's availability and desired cadence.
- 12.5. Customer will promptly test the data conversion and report any issues to Licensor that they will work together to resolve.
- 12.6. Licensor will reconvert the data if conversion issues were reported.
- 12.7. Customer will revise their data files if the issues are due to data mapping.
- 12.8. Licensor commits to performing conversions until Customer approves the final data conversion.
- 12.9. Customer understands that any delays on their part in communicating issues may result in delays to the project.

Data conversion is a joint task between both Licensor and Customer. Customer is responsible for extracting data from their legacy systems and providing files to Licensor in a timely manner. Licensor and Customer will work together to import the received files into Landmark.

Step	Task Name	Licensor's Role	Customer's Role
1	Provide legacy databases to Licensor in a supported format.	Licensor to provide Customer with normalized data format for Customer load.	Provide legacy data to Licensor in a supported format.
2	Complete the mapping of all fields between the legacy database and Landmark.	Schedule calls with Customer and advise on best practices relating to interfacing data.	Participate in data mapping sessions and make decisions on field mappings.
3	Review and approve field mapping.	Revise mapping as necessary.	Review mapping and provide feedback.
4	Initial run of data conversion scripts.	Deliver first data conversion pass.	None.
5	Test results and report discrepancies.	Conduct data validation training with Customer. Validation training includes high level Landmark GUI training, forms and reports training to assist Customer in understanding where the data is in Landmark. Licensor to also teach Customer how to report conversion issues to Licensor.	Test and report discrepancies to Licensor for revision.
6	Revise mappings and conversion scripts.	Lead calls with Customer to remap database fields and alter conversion scripts to consider Customer feedback.	Test and report discrepancies to Licensor for revision.
7	Repeat steps until final conversion sign off.		
8	Final conversion sign off.	Provide Customer with a milestone completion report to document that database mapping is accurate and there are no data errors.	Sign the milestone completion report provided by Licensor's Project Manager.

13. INTERFACES & INTERCHANGES

Customer will identify and provide a list of all required interfaces. Licensor and Customer will work together during the project to create the final scope for each interface. Licensor will develop these interfaces throughout the applicable phases of the project, and they will be tested by the process outlined in the Testing section of this SOW.

- 13.1. *Interfaces/Exchanges Deliverables Summary*
 - a. Licensor to work with Customer to create the final scope for each interface.
 - b. Develop customizations listed below throughout the applicable phase of the project.
 - c. Remediate issues that arise from testing until acceptance of the interface by Customer.
- 13.2. *Interfaces/Exchanges List*
 - a. Triadic

14. TESTING

Customer will test all components of Landmark, as configured, as well as business processes, forms and reports, data conversion, interfaces, workflows, and customizations (if applicable). Customer will lead the creation of specific testing scripts unique to their own business processes, leveraging standard scripts provided by Licensor as a base. Licensor will assist throughout this process and report back to Customer the results of its testing.

Throughout the project, Licensor's Project Manager will hold regular status meetings with Customer stakeholders to address any testing issues, discrepancies or questions that have formed while working through the testing parameters. Testing plans may vary by user role, so Licensor's Project Manager will provide specific instructions for Customer of how to test certain processes that they must follow for the test to be deemed a success.

Licensor takes an iterative approach to testing and configuration so that the stakeholders involved are given a vetted and steadfast product. With this implementation and configuration philosophy comes multiple steps and processes for it to be successful. Customer can expect the structure of this approach to follow the outline below:

Step	Task Name	Licensor's Role	Customer's Role
1	Perform baseline Landmark configuration.	Implement core processes once first pass of conversion is delivered to Customer.	None
2	Implement Workflow processes gained from discovery, development of customization items, and development of interfaces.	Incorporate all Customer specific processes into Landmark database that Licensor's Project Manager and System Engineer gained from discovery, development of customization items, and development of interfaces.	None
3	Process Functionality Workshop.	Licensor to demonstrate the Customer specific workflow processes to department stakeholders.	Provide feedback on process improvement from initial demo and notify Licensor of process acceptance.
4	Remediate configuration or adjust workflows as needed from Customer feedback.	Licensor System Engineer to alter configuration elements in Landmark from the requirements and feedback given at initial workflow workshops.	Sign off that process meets the needs of the stakeholder and provide acceptance to Licensor Project Manager.
5	Repeat step 4 until final workflow acceptance.	None	None
6	Provide testing parameters and scripts.	Work with department stakeholders to outline what testing parameters need to be incorporated after process signoff is gained.	Ensure that process testing encompasses the full extent of what the department's duties are on a day-to-day basis with no gaps.
7	Conduct process testing.	None	Test workflow processes with stakeholders to ensure no new issues or processes need to be added.
8	Remediate testing issues.	Remediate any items that arise from testing feedback.	Provide feedback to Licensor of any newly identified issues that come out of testing.
9	Final testing and workflow signoff	None	Inform Licensor Project Manager that all workflows and processes have been tested, remediated, and accepted at least 4 weeks before the Train the Trainer Landmark Training is to be held.

15. TRAINING

Licensor will provide Customer with system User Guides and Administrative User Guides that carefully explain how to use the program to even the most novice of users.

Licensor agrees to include the following training engagements as part of the scope of the project. Topics and agendas may be adjusted during the project based on a need's assessment conducted by Licensor, in combination with Customer, and agreement between Licensor and Customer. Many of the training sessions described below will be conducted on-site, but they may be substituted for remote sessions based on agreement between Licensor and Customer.

A training schedule will be created and agreed upon during the Functional Discovery.

The training process is performed in multiple phases and is customized to each customer's unique needs. The training process will occur in conjunction with software implementation. Several of these phases may overlap in execution timelines. In general, the phases are described as follows:

- 15.1. *Train-the-Trainer Training:* Licensor will use Train-the-Trainer approach for Customer's user training. All training modules can be performed on-site, unless otherwise requested by Customer.
Licensor will train Customer's trainers on all Business Processes within Landmark, ensuring all Customer trainers are able to perform all their daily, weekly, monthly, and yearly processes in Landmark.
- 15.2. *Administrator Training:* Licensor will train Customer administrators on all aspects of how to set up and use the administrative workspace within Landmark. Customer is then responsible for the overall administrative setup and configuration following training, including user management (deactivating users, creating users, and resetting passwords).
- 15.3. *Data Validation Training:* Throughout the conversion processes Customer will participate by testing the data conversion and report any issues to Licensor that they will work together to resolve. Licensor will provide Customer's data validation testers with a high-level overview of Landmark and how to retrieve data elements to facilitate the data conversion process.
- 15.4. *End User Training:* End users are defined as staff members that did not receive Train-the-Trainer training. End user training is usually customized to specific tasks they are expected to complete. Their user access level is often restricted to their respective areas of service.

16. GO LIVE

Licensor will adhere to the mutually agreed upon Go Live schedule outlined in the project plan.

A typical Go Live begins with a Go/No Go meeting between both Licensor and Customer stakeholders to determine whether Customer is ready to Go Live and that everyone is cognizant of any risk items. Immediately after, the Go Live checklist is published detailing outstanding tasks to be performed and the person responsible for the steps of the operation.

In the weeks leading up to Go Live, Licensor will work with Customer to train the users. Users will begin parallel testing Landmark alongside the current system. During this time, Licensor will have all users go into a "parallel mode" at a scheduled time. All users will then be tasked with complete their work in the legacy system as well as Landmark. This helps Licensor gauge user readiness as it relates to the workflow. The final conversion and remediation is completed on the weekend prior to Go Live.

On-site support is provided for five (5) days after Go Live. Licensor guarantees a response within four (4) business hours of initial contact by email or phone.

17. PROJECT ASSUMPTIONS

- 17.1. 5,000 Annual Recordings
- 17.2. 7 users (site license, no additional cost for added users)
- 17.3. Customer will clearly identify a stakeholder team for each module or appropriate subsection to work with Licensor. The stakeholder team must be empowered to make definitive decisions in terms of requirements, change control, sign off, and workflow re-engineering.
- 17.4. Customer will clearly identify and agree upon project requirements as per Customer's definition of acceptance.
- 17.5. Customer will provide a cooperative user community.
- 17.6. Customer will openly sponsor agreed upon workflow re-engineering, policy changes, and change requirements with Customer's user community.
- 17.7. Customer will consider implementation of workflow and efficiency recommendations by Licensor based on existing or proposed functionality within Landmark.
- 17.8. Customer will provide a testing community (for pre-release and requirement testing).

- 17.9. Customer will provide Licensor staff with on-site facilities and resources.
- 17.10. Customer will provide on-site meeting and training rooms.
- 17.11. Customer will provide Licensor access to data environments, both on-site and remote. Licensor recognizes this assumption may require specific clarification.
- 17.12. Customer will meet with Licensor as scheduled (in person or via phone/teleconference)
- 17.13. Customer will provide delivery of assigned action items in a timely manner.
- 17.14. Customer will recognize the impact on the delivery timeline of unscheduled changes and ultimately the delivery of assigned action items.
- 17.15. Customer will provide technical services as requested, in relation to the project.
- 17.16. Customer will provide equipment as per Licensor's specifications, or a willingness to work in conjunction with the Licensor team to leverage similar pre-existing resources. This may include the need to provide Licensor with equipment for testing, coding, and configuration purposes.

SCHEDULE B : Pricing and Payment Schedule**1. FEES**

Description	Recurrence	Fee(s)
License Fees <ul style="list-style-type: none"> Landmark Software License 	One-Time	\$74,400.00
Licensors Services <ul style="list-style-type: none"> Project Management & Business Analysis Onsite Support (15 days) Data & Image Conversion (Primary Database, 2 passes, estimated 85 hours): Reports & Forms (15 Reports) 	One-Time	\$33,975.00
Software Support/Maintenance <ul style="list-style-type: none"> Version upgrades Toll-free Help Desk assistance 	Annually	\$21,675.00

2. TRAVEL COSTS

Description	Rate
Meals and Incidental	GSA Per Diem Rates
Lodging	Actual Charges
Transportation- Rental Car	Actual Charges (midsize vehicle)
Transportation – Air Travel	Actual Charges (Coach Fare)
Transportation – mileage	Privately owned vehicle mileage reimbursement per GSA Statute
Transportation – Taxi, Parking, or other	Actual Charges

3. OPTIONAL SERVICES

Description	Rate (based on performance location)
Records Management Services – Professional Services	
Project Management Services	Customer Site: \$75 per hour PTG Headquarters: \$50 per hour
Document Preparation Services	Customer Site: \$35 per hour PTG Headquarters: \$20 per hour
Indexing Services - Land Records <ul style="list-style-type: none"> Bk/Pg, Grantor (1-2 parties), Grantee (1-2 parties), record date, doc type Other Indexing needs to be assessed as quantified 	Customer Site: \$0.35-\$0.65 per document PTG Headquarters: \$0.35 per document
Records Management Services – Film Scanning	
Micro Film- 16mm Role	Customer Site: \$0.02-\$0.03 per image PTG Headquarters: \$0.015-\$0.025 per image

Micro Film- 35mm Role	Customer Site: \$0.025-\$0.035 per image PTG Headquarters: \$0.02-\$0.03 per image
Microfiche	Customer Site: \$0.06-\$0.08 per image PTG Headquarters: \$0.05 per image
Records Management Services – Paper Document Scanning	
Removable Pages	Customer Site: \$0.06 per page PTG Headquarters: \$0.05 per page
Bound Pages	Customer Site: \$0.15 per page PTG Headquarters: \$0.12 per page
Oversize pages (larger than 11" × 17")	Customer Site: \$0.75 per page PTG Headquarters: \$0.70 per page

4. PROJECT PAYMENT

2.1. Payment Milestones:

- a. 50% of License Fee invoiced on Effective Date
- b. 25% of License Fee invoiced on installation of Software
- c. Remaining 25% of License Fee invoiced on Go-Live Date
- d. Implementation will be billed monthly for completed work
- e. Software Support/Maintenance will be invoiced upon conclusion of the Warranty period (first ninety (90) days post Go-Live), then annually thereafter.

2.2. Payment Assumptions:

- a. Invoices are due within thirty (30) days of invoice date.
- b. Licensor offers Landmark with a perpetual license and a no per-seat limit.
- c. The standard maintenance agreement covers all support, along with software releases.
- d. Any revisions due to legislative mandates are included at no additional charge to Customer.

SCHEDULE C : Service Level Agreement

1. DESCRIPTION OF SERVICES

1.1. *Support Services*

- 1.1.1. During the term of this Agreement, Licensor will provide the services described herein so as to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in the Schedule.
- 1.1.2. Licensor will make available to Customer a telephone number for Customer to call requesting service. The Support Center operates during business hours, 8:00am to 6:00pm EST, Monday through Friday, excluding Holidays. This service telephone line can also be used to notify Licensor of problems associated with the Software and related documentation.

1.2. *Remedial Support*

Upon receipt by Licensor of notice from Customer through the Licensor Support Center of an error, defect, malfunction or nonconformity in the Software, Licensor shall respond as provided below:

1.2.1. **Critical Defect:**

Response: Licensor will provide a response by a qualified member of its staff to begin to diagnose and to correct a Critical Defect problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) business hours and an emergency software fix or an acceptable work-around will be provided within eight (8) business hours. Licensor will continue to provide best efforts to resolve Critical Defects and will provide problem resolution within five (5) business days of the reported issue.

1.2.2. **Non-Critical Defect:**

Response: Licensor will provide a response by a qualified member of its staff to begin to diagnose and to correct a Non-Critical Defect problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) business hours and an emergency software fix or an acceptable work-around will be provided within five (5) business days.

1.2.3. **Feature Request:**

Definition: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from Licensor.

Response: Licensor will provide, as agreed by the parties via Change Order, a resolution for Feature Requests in future software releases.

1.3. *Services*

During the term of this Agreement, Licensor will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Licensor to its licensees of the Software ("Updates"). All software updates and enhancements provided to Customer by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- 1.3.1. Bug fixes;
- 1.3.2. Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements;
- 1.3.3. Enhancements to keep current with the current hardware vendor's OS releases, as available from Licensor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Licensor; and
- 1.3.4. Performance enhancements to Software.
- 1.3.5. Updates do not include:
 - a. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
 - b. New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

Updates will be provided in machine-readable format and updates to related documentation will be provided in soft copy form. All such deliveries shall be made available to Customer at a specific Licensor FTP location. Duplication, distribution and installation of Updates are the responsibility of Customer. If requested prior to 5:00pm on the current business day, Licensor will provide assistance for the installation of Updates on the next business day.

Licensor will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, Licensor shall have no further responsibility for supporting and maintaining the prior releases.

Licensor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Software if Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which affect the performance of the Software and which were made without prior notification and written approval by Licensor. Licensor assumes no responsibility for the operation or performance of any Customer-written or third party application.

1.4. *Services Not Included*

Services do not include any of the following: (i) custom programming services; (ii) support of any software that is not Software; (iii) training; (iv) out-of-pocket and reasonable expenses, including hardware and related supplies. Services, as described in this section 1.4, if required by Customer, would be executed via approved Change Order

2. SERVICE LEVEL AGREEMENT MANAGERS

- 2.1. Licensor and Customer will each appoint an appropriate person for ongoing development and management of the Agreement. SLA Manager responsibilities are as follows:

- 2.1.1. Serve as the Point of Contact (POC) for problems or concerns related to the SLA itself and the delivery of services described in the SLA.
- 2.1.2. Maintain ongoing contact with the other party's SLA Manager.
- 2.1.3. Serving as the primary POC in the escalation process.
- 2.1.4. Coordinating and implementing modifications to service delivery and to the SLA Schedule.
- 2.1.5. Periodically assessing the effectiveness of mechanisms selected for service tracking and reporting.
- 2.1.6. Planning and coordinating service reviews.
- 2.1.7. Facilitating and participating in conflict resolution processes regarding service effectiveness
- 2.1.8. Assessing and reporting on how the Licensor and Customer can further strengthen their working relationship.

3. LOCATIONS

- 3.1. *Customer Provided Network Location(s)*

Address: _____

4. RESPONSIBILITIES

- 4.1. *Customer Responsibilities*

- 4.1.1. Properly stage all Equipment in the Production and Testing environments at the Customer Provided Network Location(s) specified in SCHEDULE C section 3.1.
- 4.1.2. Arrange for all labor, tools, and test equipment necessary to completely install and test the Equipment at the Customer Provided Network Location(s) specified in SCHEDULE C section 3.1.
- 4.1.3. Provide Licensor with a Customer contact list including names, cell and office phone numbers and pager numbers if available of key contacts for the routine service and emergency repair of the Equipment at the Customer Provided Network Location(s) specified in SCHEDULE C section 3.1.
- 4.1.4. Make necessary arrangements to work cooperatively with Licensor in the isolation of troubles at the Customer Provided Network Location(s) specified in SCHEDULE C section 3.1.

- 4.1.5. Bear all costs associated with third party vendor efforts in disaster recovery of the Equipment and Covered Software at the Customer Provided Network Location(s) specified in SCHEDULE C section 3.1.
- 4.1.6. Provide Licensor with any necessary agency authorization, such as access badges, as may be required for Licensor to fulfill its obligations under this Service Level Agreement Schedule.
- 4.1.7. Report all troubles with the Software as outlined in SCHEDULE C section 1.
- 4.1.8. Request assistance from the Licensor with "First Level Services".
- 4.1.9. Assure proper machine configuration, audit controls, and operating methods.
- 4.1.10. Establish adequate backup plans, based on alternate procedures.
- 4.1.11. Implement procedures and checkpoints to satisfy requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction.
- 4.1.12. Customer will be responsible for all hardware, including but not limited to, workstations, servers, IVR equipment, printers, and scanners. Customer will run any Licensor supplied installation files to install any necessary files on a workstation or server that are required to use the Software.
- 4.1.13. Customer shall provide notification at least sixty (60) days prior to upgrading or replacing infrastructure that are part of a normal end of life replacement plan that requires the assistance of the Licensor. Upgrades include but are not limited to (i) server upgrade or replacement, (ii) IVR upgrade or replacement, (iii) test environment or production environment changes. Emergency support due to hardware failures do not require advanced notice. However, emergencies created due to hardware and infrastructure failures fall under Billable Call Maintenance.

4.2. *Licensor Responsibilities*

- 4.2.1. Licensor will provide a central telephone number and email address to be used by Customer to report all troubles, schedule visits, request service, and to request Licensor Technical Support as outlined in sections 1 and 2 of this Schedule.
- 4.2.2. Licensor will provide Customer with installation files when necessary that will allow Customer the ability to install any necessary files on a workstation that are required to use the Software.
- 4.2.3. Licensor will provide Customer with updates and patches for any defect or enhancement made to the Covered Software even if the defect or enhancement was not reported by Customer.
- 4.2.4. Licensor will perform "First Level Services" on the Customer Test Environment and the Customer Production Environment for Covered Software for the Customer or the Customer's designated vendor at the Customer Provided Network Location(s) specified in SCHEDULE C section 3.1.
- 4.2.5. Licensor performed "First Level Services" on the Covered Software is defined as follows:
 - a. Execute approved SQL Scripts for updates and patches.
 - b. Install updates to Software.
 - c. Install patches to Software.
 - d. Modify IVR scripts if affected by updates and patches.
 - e. Support and diagnostic services as outlined in SCHEDULE C section 1.
 - f. Report any Customer-side defects causing Software performance issues.



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 34

SUBJECT:

Discussion and Approval of the Allocation of LATCF Funds to Buy Triadic Data for Conversion to Pioneer/Catalis for the Clerk's Data in the Amount of \$36,400.00 if and/or as Necessary

Tuesday, February 20, 2024



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 35

SUBJECT:

Planning:

a. Approval to File Solid Waste Liens

- i. D. Suede Mills-**\$526.54**
(Land 0007226 D. Suede Mills)
(MH 1008710 Shamarie Mills)
- ii. Michael Cude & Beth Cude- **\$506.16**
(Land 1002917 Michael & Beth Cude)
(MH 1008290 Michael & Beth Cude)
- iii. Barton Blankenship- **\$562.70**
- iv. Ralph Anthony Montes & Lindy Lou Montes-**\$506.16**
- v. Ulf Gerhard Eastman & Donna M. Sorenson-Eastman or their
Successor Trustees;
The Eastman Family Trust- **\$506.16**
- vi. Christopher R. Reed & Lucill J. Reed- **\$506.16**
- vii. Harold F. Duran & Zula F. Duran- **\$506.16**
- viii. Belinda Sanchez De Baca-**\$506.16**

b. Approval of Lodger's Tax Funding Requests:

1. 37th Christmas Jubilee
Dates: **Nov. 8 - 11, 2024**
Requested Amount: **\$7,000.00**
Presenter: **Laurie Viselli**
2. Lincoln Forest Renaissance Fair
Dates: **May 17 - 18, 2024**
Requested Amount: **\$9,190.00**
Presenter: **Tim Roberts**

c. Request for Solid Waste Refund to the Blanchard Living Trust in the Amount of **\$2,015.82**

Tuesday, February 20, 2024

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to D. Suede Mills owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: D. Suede Mills

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A Land(0007226) D. Suede Mills
MH(1008710) Shamarie Mills

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 526.54 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from October 1, 2021 to November 16, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

***SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)***

D. Suede Mills

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Michael Cude & Beth Cude owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Michael Cude & Beth Cude

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A Land(1002917) Michael & Beth Cude

MH(1008290) Michael & Beth Cude

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 506.16 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2022 to November 16, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Michael Cude & Beth Cude

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Barton Blankenship owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Barton Blankenship

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 562.70 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from April 1, 2022 to November 16, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

***SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)***

Barton Blankenship

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to **Ralph Anthony Montes & Lindy Lou Montes** owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: **Ralph Anthony Montes & Lindy Lou Montes**

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 506.16 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2022 to November 16, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

***SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)***

Ralph Anthony Montes & Lindy Lou Montes

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to **Ulf Gerhard Eastman & Donna M. Sorenson-Eastman or their Successor Trustees: The Eastman Family Trust**

owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: **Ulf Gerhard Eastman & Donna M. Sorenson-Eastman or their Successor Trustees: The Eastman Family Trust**

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 506.16 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2022 to November 16, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Ulf Gerhard Eastman & Donna M. Sorenson-Eastman or their Successor Trustees;
The Eastman Family Trust

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Christopher R. Reed & Lucille J. Reed owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Christopher R. Reed & Lucille J. Reed

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 506.16 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2022 to November 16, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

***SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)***

Christopher R. Reed & Lucille J. Reed

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Harold F. Duran & Zula F. Duran owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Harold F. Duran & Zula F. Duran

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A Charlie Reyes and Chantelle Aymond (Real Estate Contract)

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 506.16 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2022 to November 16, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Harold F. Duran & Zula F. Duran

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Belinda Sanchez De Baca owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Belinda Sanchez De Baca

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 506.16 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2022 to November 16, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

***SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)***

Belinda Sanchez De Baca

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

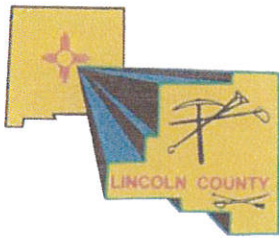
THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public



www.lincolncountynm.gov

County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

LODGER'S TAX REQUEST FORM

Name of Event: 37th Christmas Jubilee Date(s) of Event: Nov 8, 9, 10

Name of Organization(s) applying for Funding: Ruidoso Valley Greeters

Amount Requested: \$7000 Total estimated cost of the Event listed above? \$22000

Describe Event: It is a shopping extravaganza held at the Ruidoso Convention Center. It attracts visitors from many regions of New Mexico and neighboring states. The Jubilee hosts over 75 Lincoln County artists, foodies and merchants who offer a wide variety of crafts, jewelry, food and more. We offer a wide variety of family activities such as ballerinas, Smokey the Bear, Police and bands.

Have Lincoln County Lodger's Tax funds been requested for this event before? ☒ YES ☐ NO

List past year years' requested funding amount(s):

Year: <u>2023</u>	Amount requested: <u>\$3000</u>	Amount funded: <u>\$3000</u>
Year: <u>2022</u>	Amount requested: <u>\$3000</u>	Amount funded: <u>\$3000</u>
Year: <u>2019</u>	Amount requested: <u>\$3000</u>	Amount funded: <u>\$1500</u>
Year: <u>2018</u>	Amount requested: <u>\$2000</u>	Amount funded: <u>\$2000</u>

How will the Event track the utilization of County lodging as a result of the Event? We have surveys for the attendees as well as the merchants. We have boxes throughout the Convention Center, food court and when the attendees are leaving. We will have greeters walking around with a clip board to help the attendees fill out the survey..

Are there any in-kind or matching funds anticipated for the event? ☒ YES ☐ NO

Describe: unknown at this time

Have you requested funding from other sources? ☒ YES ☐ NO Amount Requested?

Please list the anticipated amounts to be used for advertising:

Newspaper: <u>n/a</u>	Radio: <u>\$500</u>	Social Media: <u>\$500</u>
Internet: <u>\$120</u>	Printing: <u>\$2000</u>	Other: <u>\$2500 - security</u>

Total amount of Out-of-County advertising: Magazines \$2500

Are you a current vendor of the County of Lincoln? ☐ YES ☒ NO

If I am not a vendor: I will contact Lincoln County Purchasing prior to the next Board of County Commissioners meeting (purchasing@lincolncountynm.gov / 575-648-2385) ☒ YES ☐ NO

STATEMENTS OF UNDERSTANDING

I understand that I am requesting public funds and they are to be administered according to State Law and Lincoln County Ordinances. ☒ YES ☐ NO

I agree to submit a follow-up report with a financial statement within ninety (90) days following the Event or I may forfeit the reimbursable funds. ☒ YES ☐ NO

I understand that funding recommended by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Board of Commissioners. I also understand that approved funding amounts may differ from the amount requested on this application. ☒ YES ☐ NO

I understand that a written agreement must be signed by the County of Lincoln and myself BEFORE any expenditures can be made. ☒ YES ☐ NO

Name of Applicant: Laurie Viselli

Date: 1/17/2024

Address: 121 Willie Horton Drive


City: Ruidoso

State: NM

Zip: 88345

Phone: 575-808-8768

Email: laviselli@aol.com

Signature: 

Email this form to: mwilliams@lincolncountynm.gov.

37th Christmas Jubilee 2024

A Wonderful Shopping Extravaganza



Presented by the Ruidoso Valley
Greeters

Christmas Jubilee 2024 Info

The mega shopping event attracts approximately 75 - 80 Lincoln County merchants who rents booths from the Convention Center to showcase their amazing works and products. Booth rental revenues support the cost of holding the event at the Convention Center and the rest of our revenues goes back into the communities in the form of donations to local charities.

We have many forms of advertising including posters, rack cards, save the date cards, magazines, our website, radio stations and street banners. We will also use social media highlighting the Lincoln County merchants that will be participating in the Jubilee on our Facebook page via interviews

We are working on partnerships with the hotels. The feedback we received from our surveys in 2023 indicated some hotels had a list of things to do for the weekend and the Jubilee was on it. We are going to personally contact the major hotels to let them know about the Jubilee.

Surveys will be provided to all attendees and we will have survey boxes around the convention center to get a most accurate account of "Where they came from", How they heard about us", Where they stayed", etc. This information is compiled and studied to help us decide the most effective use of our funds for the next year.

2023 we had to provide armed security which we had not budgeted for because we have used volunteers and ECCO servants in the past. \$3300 was spent for security.

Printing Costs - \$3300

Facebook - \$500

Radio - \$500

Magazine - \$2000 using New Mexico and AAA magazines this year

Security - \$3300

Website - \$150

Total \$8600

<http://www.ruidosochristmasjubilee.com>

Estimated Cost for Requested Funds 37th Annual Christmas Jubilee

Newspaper/Magazine

Lodgers' Tax Request		\$2,000.00
----------------------	--	------------

TV

Lodgers' Tax Request		\$0.00
----------------------	--	--------

Social Media

Lodgers' Tax Request			
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Webpage	\$150.00	Yes	No
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Facebook	\$500.00	Yes	No
----------	----------	-----	----

Instagram		Yes	No
-----------	--	-----	----

Other/Radio	\$500.00	Yes	No
-------------	----------	-----	----

Internet - Consists of digital marketing including ads on different websites

Lodgers' Tax Request		
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Printing - This consists of Flyers, banners, posters, brochures, awards & attire

Lodgers' Tax Request		\$3,300.00
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Estimated no. of Brochures		4,650
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Estimated no. Banners		3
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Billboard Advertising		
-----------------------	--	--

Billboard Sign		
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Other - This consists of outside Porta Potty's and Security

Lodgers' Tax Request		\$3,300.00
----------------------	--	------------

Porta Potty's		\$0.00
---------------	--	--------

Security		\$3,300.00
----------	--	------------

Total Lodgers' Tax Requested		\$8,600.00
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These are all estimated costs, all estimated costs are subject to change

SUMMARY OF COMMITTEE'S RECOMMENDATION

We recommend this award because:

New

YES

NO

Previous Event proved successful to Lincoln Co.

YES

NO

Substantial Reach Beyond Lincoln County

YES

NO

Benefits an area of Lincoln County not usually associated with events

YES

NO

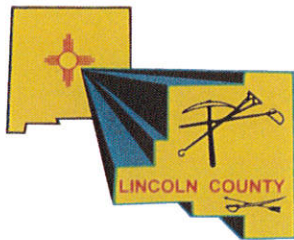
Where: _____

Additonal considerations from individual committee members, or the committee, that influenced the recommendation :

37th annual speaks for itself. This a very popular event that is attended by many.

Any questions an individual commissioner may have, or information they may want, call Michelle Williams at 575 258 5934 or email mwilliams@lincolncountynm.gov to discuss prior to BOCC meeting.

Exectued this 1st day of February, 2024
by John Hargrave
Lodgers' Tax Committee



www.lincolncountynm.gov

County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

LODGER'S TAX REQUEST FORM

Name of Event: Lincoln Forest Renaissance Fair Date(s) of Event: May 17-18, 2024

Name of Organization(s) applying for Funding: OSO Productions (Non-Profit)

Amount Requested: \$9,190.00 Total estimated cost of the Event listed above? \$40,000.00

Describe Event: The Lincoln Forest Renaissance Fair is a two-day event held in Wingfield Park. This is the first event of this type ever held in Lincoln County. The festival celebrates medieval and reconnaissance culture through performers, events, vendors, in an immersive environment. This is a family-friendly event that is based on a successful festival model that is successfully run at events all over the country.

Have Lincoln County Lodger's Tax funds been requested for this event before? YES NO NO

List past year years' requested funding amount(s):

Year: <u> </u>	Amount requested: <u> </u>	Amount funded: <u> </u>
Year: <u> </u>	Amount requested: <u> </u>	Amount funded: <u> </u>
Year: <u> </u>	Amount requested: <u> </u>	Amount funded: <u> </u>
Year: <u> </u>	Amount requested: <u> </u>	Amount funded: <u> </u>

How will the Event track the utilization of County lodging as a result of the Event? This is a ticketed event and we will be able to provide accurate attendance metrics to the commission. We will also be conducting surveys during the event to better track experiences and improve the event

Are there any in-kind or matching funds anticipated for the event? YES YES NO

Describe: The Village of Ruidoso is providing support through toilets, stage, venue fee waivers, and fencing

Have you requested funding from other sources? YES YES NO Amount Requested? \$15,000.00

Please list the anticipated amounts to be used for advertising:

Newspaper: <u> </u>	Radio: <u>\$2,000</u>	Social Media: <u>\$750</u>
Internet: <u> </u>	Printing: <u>\$500</u>	Other: <u> </u>

Total amount of Out-of-County advertising: \$3,250.00

Are you a current vendor of the County of Lincoln? YES NO

If I am not a vendor: I will contact Lincoln County Purchasing prior to the next Board of County Commissioners meeting (purchasing@lincolncountynm.gov / 575-648-2385) YES NO

STATEMENTS OF UNDERSTANDING

I understand that I am requesting public funds and they are to be administered according to State Law and Lincoln County Ordinances. YES YES NO

I agree to submit a follow-up report with a financial statement within ninety (90) days following the Event or I may forfeit the reimbursable funds. YES YES NO

I understand that funding recommended by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Board of Commissioners. I also understand that approved funding amounts may differ from the amount requested on this application. YES YES NO

I understand that a written agreement must be signed by the County of Lincoln and myself BEFORE any expenditures can be made. YES YES NO

Name of Applicant: Timothy Roberts Date: 1/19/2024

Address: PO Box 7612 City: Ruidoso State: NM Zip: 88455

Phone: 850-375-0506 Email: mail.timroberts@gmail.com

Signature: Timothy Roberts

Digitally signed by Timothy Roberts,
Date: 2024.01.19 10:06:17 -0700

Email this form to: mwilliams@lincolncountynm.gov.

Lincoln County Lodger's Tax Funding Request



Security	8 security guards @ \$35 per hour (168 hours total)	\$5,580
Social Media Marketing (Facebook and Instagram)	Three, One month-long campaigns @ \$250 per campaign	\$750
16"x20" posters	75 @ \$4.80	\$360
Radio Advertising (KWES, MTD Radio)	Two radio ads to run on regional stations	\$2,500
	TOTAL	\$9,190

Estimated Cost for Requested Funds Lincoln Forest Renaissance Fair

Newspaper

Lodgers' Tax Request

Radio

Lodgers' Tax Request \$2,500.00

Social Media

Lodgers' Tax Request

Webpage		Yes	No
Facebook	\$375.00	Yes	No
Instagram	\$375.00	Yes	No
Other		Yes	No

Internet - Consists of digital marketing including ads on different websites

Lodgers' Tax Request

Printing - This consists of Flyers, banners, posters, brochures, awards & attire

Lodgers' Tax Request

Posters	\$360.00
Estimated no. Banners	
Billboard Advertising	
Billboard Sign	

Other - This consists of outside Porta Potty's and Security

Lodgers' Tax Request \$0.00

Porta Potty's	\$0.00
Security	\$5,580.00

Total Lodgers' Tax Requested \$9,190.00

These are all estimated costs, all estimated costs are subject to change

SUMMARY OF COMMITTEE'S RECOMMENDATION

We recommend this award because:

New

YES

NO

Previous Event proved successful to Lincoln Co.

YES

NO

Substantial Reach Beyond Lincoln County

YES

NO

Benefits an area of Lincoln County not usually associated with events

YES

NO

Where: _____

Additonal considerations from individual committee members, or the committee, that influenced the recommendation :

New Event in Lincoln County area that we feel will attract a large amount of visitors to Lincoln County.

Any questions an individual commissioner may have, or information they may want, call Michelle Williams at 575 258 5934 or email mwilliams@lincolncountynm.gov to discuss prior to BOCC meeting.

Exectued this 1st day of February, 2024
by John Hemphill
Lodgers' Tax Committee



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 36

SUBJECT:

Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinances

- a. Public Hearing to Consider Approval of New Application for a Winegrower Liquor License with On Premises Consumption Only by Noisy Water Winery, located at 229 HWY 220, Alto, NM 88312; for Last Chance Ranch LLC; located at 2342 Sudderth Drive, Ruidoso, NM 88345.

Tuesday, February 20, 2024



January 11, 2024

By USPS Certified Mail No.: 7022 1670 0002 1180 5532

7022 1670 0002 1180 5532

Lincoln County

Attn: Whitney Whittaker, Clerk
PO Box 338
Carrizozo, NM 88301-0338

Lic. No. /Appl. No.: None
Name of Applicant: Last Chance Ranch LLC
Doing Business As: Noisy Water Winery
Proposed Location: 229 Hwy 220, Alto, New Mexico 88312

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing.** Both publications must occur **before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and



regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A WINEGROWER LIQUOR LICENSE.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy M. Sandoval

Tammy M. Sandoval

Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4548 | Fax: (505) 476-4595
Email: Tammy.Sandoval@rld.nm.gov

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/ Approval Letter and Notices of Publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement





NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED

OCT 19 2023

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

Winegrower and Off-Site Location Application | \$200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee \$ 200.00 Received on: 10/19/23 Receipt No. _____
License Fee \$ _____ Received on: _____ Receipt No. _____
Application Number: _____ Local Option District: _____

Check appropriate boxes:

Application is for ☒ New License | ☐ Off-Site Location -- ☐ 1st, ☐ 2nd, ☐ 3rd | Master License Number _____

Applicant is ☐ Individual ☒ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME OF APPLICANT: Last Chance Ranch LLC

D/B/A Name to be used: Noisy Water Winery Business Phone No: 5752579335

Mailing Address: 2342 Sudderth Drive, Ruidoso, NM 88345

Email (required) admin@noisywaterwinery.com

Physical location where license is to be used: 229 Hwy 220 Alto NM 88312
County: Lincoln (Include street number / highway number / state road, city, state, and zip code)

Are alcoholic beverages currently being dispensed at the proposed location ☐ Yes ☒ No If Yes, License # / Type: _____

Contact Person: Lynette Prelo Phone #: 575 257 9335 Email: admin@noisywaterwinery.com

I, (print name) Lynette Prelo, as (title) Director of Operations being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.

Signature of Applicant: [Signature] Date: 10/12/23

Notary Public Use Only: (State of New Mexico, County of Lincoln)
SUBSCRIBED AND SWORN TO before me this 12th day of October, 2023
By: Lynette Prelo Notary Public: Alexis R Woodward
Date my Commission Expires: 2/13/2027
STATE OF NEW MEXICO
NOTARY PUBLIC
ALEXIS R WOODWARD
COMMISSION NUMBER 1139704
EXPIRATION DATE 02-13-2027

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved, _____

Signed by Director: _____ Date: _____



COPY

Premises Location, Ownership, and Description | NMSA §60-6B-10 | Page 2

1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached

☒ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

OCT 19 2023

ALCOHOL & GAMING

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): Jasper Riddle

B. Date and Term of Lease: 6/1/23 to 6/30/2035

3. Premises location is Zoned (example C-1, see Zoning Statement): NO zoning restraints

Zoning Statement attached, ☒ Yes ☐ No Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: Bear Canyon Church Miles/feet: 3.9 Miles

Address/location of Church: 103 Bonita Park Rd Alto NM 88312

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Sierra Vista Primary Miles/feet: 5.7 Miles

Address/location of School: 199 White Mountain Dr, Ruidoso NM 88345

6. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

7. Type of Operation: ☐ Hotel

☐ Lounge

☐ Package Grocery

☐ Racetrack

☐ Restaurant

☐ Craft Distiller

☐ Small Brewer

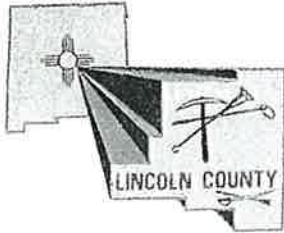
☒ Winery

☐ Wholesaler

☐ Other (specify): _____

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.





COUNTY OF LINCOLN

Planning Department

109 Kansas City Road, Ruidoso, New Mexico 88345

October 12, 2023

COPY

Site Address: 229 State Highway 220 Alto, NM 88312

Attn: Lynette Prelo

This letter is to confirm that the County of Lincoln does not have zoning which would regulate activities in this area of Lincoln County.

This land is located in an unincorporated area of Lincoln County, New Mexico.

Commercial or residential activity is not regulated by the County of Lincoln and is dependent on the State of New Mexico licensing for any commercial activities.

If I can be of further assistance please do not hesitate to contact my office.

Sincerely,

Gary Stout

Ordinance Administrator Lincoln County

575-258-8533

575-937-1029



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 37

SUBJECT:

Lincoln County Executive Session Pursuant to the Open Meetings Act: Discussion of All Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); Discussion of the Purchase Acquisition or Disposal of Real Property or Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); and Limited Personnel Matters, Section 10-15-1, Subparagraph (H)(2)

Tuesday, February 20, 2024

Alan P. Morel, P.A.

Attorney at Law

700 Mechem Drive, Suite 12
Post Office Box 1030
Ruidoso, New Mexico 88355-1030

Jira Plaza
Telephone (575) 257-3556
Facsimile (575) 257-3558

February 20, 2024

LINCOLN COUNTY EXECUTIVE SESSION PURSUANT TO THE OPEN MEETINGS ACT: DISCUSSION OF ALL THREATENED AND/OR PENDING LITIGATION, SECTION 10-15-1, SUBPARAGRAPH (H)(7); DISCUSSION OF THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY OR WATER RIGHTS BY THE PUBLIC BODY, SECTION 10-15-1, SUBPARAGRAPH (H)(8); AND LIMITED PERSONNEL MATTERS, SECTION 10-15-1, SUBPARAGRAPH (H)(2)

New or Updated Matters since last report *

1. **Board of County Commissioners of Lincoln County v. Roger Romero D-1226-CV-2018-00055**
Complaint for Foreclosure. Complaint was filed February 20, 2018. Defendant Roger Romero filed an Answer to the Complaint asserting a Counterclaim to be filed in the U.S. District Court on April 2, 2018. A Judicial Inquiry Hearing took place September 4, 2018. The case is still pending.

2. **Roger Romero v. State of New Mexico – D-1226-CV-2018-00113 (Underlying Cases are: Board of County Commissioners of Lincoln County v. Roger Romero, D-1226-CV-2018-00055, and State of N.M. v. Roger Romero M-30-MR-2016-00142)** A Petition for Writ of Habeas Corpus was filed requesting that the Judgment & Sentence entered by Judge Vega in Cause No. M-30-MR-2016-00142 be vacated and set aside. George Romero's Answer to Complaint and Counterclaim was filed April 30, 2018 in Cause No. D-1226-CV-2018-00055. On February 26, 2019, an Order Setting Aside Conviction was entered by Judge Counts.

On March 25, 2019, a Notice of Appeal was filed with the N.M. Supreme Court, Case No. S-1-SC-37602 On January 8, 2021, the Supreme Court entered its Dispositional Order of Transfer transferring the case to the Court of Appeals for consideration and review.

On January 28, 2021, a Dispositional Order was entered transferring the case to the NM Court of Appeals for consideration and review. Case No. A-1-CA-39446 On December 8, 2022, the case was submitted to a 3 Judge Panel for a decision and, the case is still pending.

3. **Romero, et al. v. Stone, et al, Cause No. D-1226-CV-2019-00271** Request for Appointment of Guardian Ad Litem for Plaintiffs and Complaint for Violation of Civil and Constitutional Rights, Negligence, Prima Facie Tort and Wrongful Taking was filed on October 9, 2019 along with a Jury Demand. Lisa B. Riley is the presiding Judge. The case is still pending.

4. **Brd. of County Commissioners of Lincoln County v. Amerisourcebergen Drug Corp., et. al – U.S. Dist. Court Case No. 2:19-cv-00462** – Complaint for Public Nuisance, Violations of Racketeer Influenced and Corrupt Organizations Act (RICO)... filed on May 20, 2019 by Attorneys Robles, Rail & Anaya, P.C., et. al. After receiving no oppositions to the transfer of the case, on June 17, 2019, the case was transferred to the Northern District of Ohio noting that as of December 5, 2017, 1,534 cases have been

transferred to Ohio for further proceedings. Settlement has been reached with some of the Defendants and, Lincoln County has begun receiving payments from some of the settling Defendants. The case is still pending.

5. **Greentree Solid Waste Authority v. Lincoln County, Cause No. D-1226-CV-2014-00095** – Compromise and Settlement Agreement and Release executed on December 17, 2015.

6. **Debra Wilcox v. Board of County Commissioners, Deputy Samuel C. Hanna, Caroline McCoy and Former Sheriff Robert Shepperd, Cause No. D-1215-CV-2021-00574** Complaint for Damages was filed on the 2nd day of September, 2021 by Steven Sanders alleging personal injury resulting from an improper and grossly negligent investigation and for “malicious abuse of process”. County Defendants were served on November 2, 2021. On December 12, 2023, County Defendants filed their Motion for Summary Judgment. On February 1, 2024, a Settlement Conference was held at which time, settlement was reached. Settlement documents are pending.

7. **Eby Revocable Trust AND William R. Moser v. Lincoln County Assessor, et al, Cause No. D-1226-CV-2021-0260** A Notice of Appeal of Decision of Tax Protest Board was filed on the 14th day of December, 2021 by Attorney Zach Cook. On January 27, 2022, New Mexico Counties assigned Attorney Daniel Macke to represent Lincoln County. The case is still pending.

8. **Crystal Buster v. Board of County Commissioners for Lincoln County, Correctional Solutions Group, LLC, et al, Cause No. 2:21-cv-01208** A Complaint for Recovery of Damages Caused by the Deprivation of Civil Rights with a Jury Demand was filed on the 12th day of December, 2021, by Coyte Law P.C., and the Law Offices of Matthew Vance, P.C. The case is still pending.

9. **Lionel Burns v. Lincoln County Sheriff’s Department; Deputy Daniel Brawley; in their individual and official capacities, and Rhonda Burns, Cause No. D-1226-CV-2022-00032** A Complaint for Damages was filed on the 4th day of March, 2022, by Clayton E. Crowley, Esq. and Joseph J. Gribble, Esq.

On April 22, 2022 the case was removed to the U.S. District Court for the District of New Mexico, Cause No. 1:22-cv-000304. The case is still pending.

10. **Rosarita Brady, et al v. The Board of County Commissioners of the County of Lincoln, et al, Cause No. D-1226-CV-2022-00199** A Verified Complaint was filed by Attorneys Alexandra Bobbit and McKenzie St. Denis on the 27th day of September, 2022. Lincoln County was served on the 22nd day of November, 2022. Lincoln County Defendants filed their Motion to Dismiss in Lieu of an Answer to the Complaint on the 6th day of January, 2023. A hearing on Defendants’ Motion to Dismiss took place on May 1, 2023. A ruling on the Motion to Dismiss has yet to be entered.

11. **Board of County Commissioners of Catron County, et al v. Secretary Robert E. Doucette, Jr., Cause No. D-725-CV-2023-00085**. A Complaint for Declaratory Judgment was filed on June 30, 2023 requesting that GSD’s Health Plan Assessments to Counties are unconstitutional and void. Petitioners filed their Motion for Summary Judgment on November 3, 2023 and Respondent has also filed a Counter-Motion for Summary Judgment. A hearing on the Motion and Counter-Motion took place on December 18, 2023. On January 9, 2024, Judge Murphy entered an Order which provided, in part, a stay of GSD Assessments, and ordering GSD to develop a new plan that gives Plaintiffs’ notice and the ability to prepare for the assessments or for the liability arising from the assessments in their budgets. The case is still pending.

12. ***Brandon A. Gonzales and Kevin D. Trapp, on behalf of themselves and other similarly situated v. Lincoln County Board of County Commissioners, and Lincoln County Sheriff’s Office, Michael Wood, John Doe #1, John Doe #2, Cause No. D-1226-CV-2023-00192** A Complaint alleging improper oaths

of office given to the Sheriff, Sheriff's Deputies, for false arrest, false imprisonment, and denial of due process as guaranteed by the NM Constitution was filed on July 28, 2023 by Attorneys Lauren Temple and Luke Ragsdale. A hearing on Defendants' Motion to Dismiss took place on December 15, 2023 at 3:00 p.m. On February 7, 2024, Judge Sugg entered an Order Granting Defendants' Motion to Dismiss. This matter is now concluded.

13. **KC Dorgan and Sara Cummins v. Deputy Levi Wrye, Yancy Darby, Matthew Cude and Lincoln County Sheriff's Department, Cause No. D-1226-CV-2023-00147** A Third-Party Complaint was filed by Third-Party Plaintiffs, KC Dorgan and Sara Cummins, on July 25, 2023 by Attorneys Freda Howard McSwane, and Edward Dev Bunn, Jr. alleging negligent infliction of emotional distress, violation of due process rights, and loss of financial resources. Lincoln County Defendants filed their Motion to Dismiss Third-Party Complaint on September 13, 2023. A hearing on County Defendants' Motion to Dismiss took place on January 31, 2024 at 1:30 p.m. Plaintiffs have until March 4, 2024 to file their Motion to Amend Complaint, if no Motion to Amend Complaint is filed, Judge Sugg will rule on the Motion to Dismiss filed by County Defendants. The case is still pending.

14. **Antonio Wood and Rosalyn Balasta Wood v. Rockney Bacchus, et al, Cause No. D-1226-CV-2024-00008** A Complaint for Foreclosure of a Final Judgment Order entered in the 3rd Judicial District Court in Dona Ana County in favor of Plaintiffs was filed on January 12, 2024 and served upon the Lincoln County Treasurer on January 25, 2024. Lincoln County has until February 24, 2024 to file a response to the complaint.

Tort Claims Notices Received or Threatened

Montoya, Daniel Lee - Correspondence received on January 9, 2024, alleging false imprisonment, loss of freedom, spiritual damages, and physical and mental problems while incarcerated at the Lincoln County Detention Center.

Reyes, Charlie – Correspondence received on January 9, 2024, alleging 4th Amendment violations, cruel and unusual punishment, crimes against humanity, etc. while incarcerated at the Lincoln County Detention Center.

Moran, Kelly, deceased – Tort Claim Notice received on January 12, 2024, alleging failure by law enforcement to protect the community from foreseeable violence and an imminent threat and additionally failing to act with appropriate care in responding to the threat ultimately ending in the murder of Ms. Moran.

Barrett, Robert – Tort Claim Notice received on January 29, 2024, alleging cruel and unusual punishment by an unknown employee of the Lincoln County Detention Center by turning the thermostat down to 39 degrees during the month of December 2023, with the knowledge of the Warden and the Chief of Security.

Butchofsky, Marcia – Tort Claim Notice received on February 1, 2024, alleging damage to Claimant's vehicle by a Lincoln County Road Department employee.

2023

Ornelas, Mark – Tort Claim Notice received on January 4, 2023, alleging injuries sustained on October 11, 2022, as a result of an automobile accident / rollover of the Detention Center Transport Van owned by Lincoln County while being transported from Eddy County Detention Center to Lincoln County Detention Center.

Booth, Marcus – Tort Claim Notice received January 26, 2023, alleging injuries sustained by Claimants head due to the actions by staff of the Lincoln County Detention Center and staff's refusal to take Claimant for medical treatment.

Ramos, Heber – Tort Claim Notice received on February 17, 2023, alleging Civil Rights Violations and injuries sustained while Mr. Ramos was incarcerated at the Lincoln County Detention Center.

Smoley, Cinthia – Tort Claim Notice received February 24, 2023, [Claimant also sent the Tort Claim directly to New Mexico Counties Claims Department] alleging that beginning on November 28, 2022, she was subjected to a conspiracy of constitutional deprivations when she was unlawfully removed from her home at 105 Bluebird Lane, Ruidoso, NM. Her claims include that: she sustained injuries while being detained, she was abused during her incarceration at the Lincoln County Detention Center, she was assigned a Public Defender without her consent, and that all of her pets were immediately euthanized by the Lincoln County Humane Society the day of her arrest. Claimant has named the following agencies in her claim: Twelfth Judicial District Court, Lincoln county Sheriff's Office, Ruidoso Police Department, New Mexico State Police, Ruidoso Animal Control, Lincoln County Animal Control, Humane Society, Lincoln County Magistrate Court Judge, Katie Lund.

Smoley, Robert – Tort Claim Notice received February 24, 2023, [Claimant also sent the Tort Claim directly to New Mexico Counties Claims Department] alleging that beginning on November 28, 2022, he was subjected to a conspiracy of constitutional deprivations when he was unlawfully removed from his sister's home at 105 Bluebird Lane, Ruidoso, NM where is resided. His claims include that he was abused during his incarceration at the Lincoln County Detention Center, he was assigned a Public Defender without his consent, and that all of his pets were immediately euthanized by the Lincoln County Humane Society the day of his arrest. Claimant has named the following agencies in his claim: Twelfth Judicial District Court, Lincoln county Sheriff's Office, Ruidoso Police Department, New Mexico State Police, Ruidoso Animal Control, Lincoln County Animal Control, Humane Society, Lincoln County Magistrate Court Judge, Katie Lund.

Provine, Allison – Tort Claim Notice received March 14, 2023, referencing the Lincoln County Sheriff's Office stating: "faulty tail light"

Mendoza, George – Tort Claim Notice received March 20, 2023, alleging that on or about December 10, 2022, Lincoln County Medical Center and/or its agents fell below the standard of care resulting in injuries and damages to Claimant.

Soden, Sue – Tort Claim Notice received March 31, 2023, alleging that on or about March 1, 2022 and continuing thereafter to on or about April 12 and May 5, 2022, Lincoln County Medical Center and/ or its agents fell below the standard of care resulting injuries and damages to Claimant.

Vargas, Luis A. – Tort Claim Notice received June 7, 2023, alleging personal injuries sustained during a motor vehicle collision as a result of a large pothole. Claimant alleges that the Village of Ruidoso, Lincoln County and/or the State of New Mexico may have an exposure for liability in connection with this loss.

Sambrano, Patrick – Tort Claim Notice and Intent to Sue received August 4, 2023, alleging violation of Claimant's 5th and 6th Amendments of the U.S. Constitution, violations of Article II, Section 10, 13, 14, and 18 of the NM Constitution, false reporting, and indifference to the impact and consequences of Claimant's arrest based on false pretenses, and detained for 72 days before his arraignment.

Wall, Ronald Gordon – Tort Claim Notice received September 28, 2023 alleging that Lincoln County Medical Center, by and through its employees, acted under the standard of care resulting in Mr. Wall's death on July 9, 2023.

2022

Downs, Barbara – Tort Claim Notice received May 6, 2022 alleging improper road and/or waterline maintenance resulting in a vehicle collision due to the icy road at the intersection of Sudderth Drive and Paradise Canyon in Ruidoso, New Mexico. A 2nd Tort Claim Notice was received on May 9, 2022 for a separate source with the same allegations as those set out in the May 6, 2022 notice.

McMinn, David – Tort Claim Notice received on July 6, 2022, alleging multiple, serious issues due to the use of excessive force by BIA law enforcement who may have been agents of or acting on behalf of the Village of Ruidoso, Ruidoso Police Department, Lincoln County, N.M. State Police and the State of New Mexico.

New Mexico Boys and Girls Ranches, Inc. and its Employee, Bridgman, Ted – Tort Claim Notice received on August 9, 2022, alleging violation of civil rights and tort claims act, including a demand to cease and desist and the return of promotional materials confiscated by County representatives at the Lincoln County Fair.

Estates of Wesley Clark and Linda Clark – Tort Claim Notice received on October 11, 2022 alleging wrongful deaths as a result of the McBride Fire due in part to faulty siren warning systems.