

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

Ira Pearson, County Manager

REVISED AGENDA

Board of County Commissioners – Special Meeting

September 7, 2023 @ 8:30 - Commission Chambers in Carrizozo, New Mexico and ZOOM

<https://us02web.zoom.us/j/89109983716?pwd=VTBmTG1MUnRpei9sWThLVHAzTi9rUT09>

Meeting ID: 891 0998 3716

Passcode: 999957

One tap mobile

+13462487799

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 Alpine Village Sanitation District Mil Levy
7. Approval of Order Setting Property Tax Rates - 2023 Property Tax Year
8. Approval of Budget Adjustment for FY 23/24 by Resolution No. 2024-14
9. Approval of FY 2024-2028 Infrastructure Capital Improvement Plan to be Submitted to Department of Finance – Local Government Division
 - a. Resolution 2024-15 County of Lincoln
 - b. Resolution 2024-16 Senior Citizen’s Centers
10. Consideration of Approving a Letter, Urging Congress to Enact the Affordable Housing Credit Improvement Act (AHCIA) of 2023, S. 1557 and H.R. 3238, Which Would Strengthen and Expand the Low-Income Housing Tax Credit (Housing Credit).
11. Approval of the Lincoln Community Church, Prior-Year Invoice, in the Amount of \$950.00
12. Discussion and Consideration of County Employee Pay Plan
13. Discussion and Consideration of Collective Bargaining Agreement Between the County of Lincoln and the Lincoln County Deputy Sheriffs’ Association

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

14. Discussion and Direction Regarding Federal Government Relations and Lobbying Services
15. Discussion and Direction Regarding a Grant Writer Position for the County of Lincoln
16. On-Call Construction Contract Awards
 - a. Lower Eagle Creek Culvert Replacement
 - b. Palo Verde Slopes Drainage Improvements and Culvert Replacement
17. **11:00 AM** 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); and Discussion and Direction Regarding Solid Waste Request For Proposals, Section 10-15-1, Subparagraph (H)(6)
18. Approval to Negotiate with Potential Solid Waste Provider(s)
19. County Manager
 - a. Consideration of Hiring a Temporary County Manager Position
 - b. Consideration of Entering into Negotiations for County Manager Position
20. Next Meeting: September 19, 2023, Regular Commission Meeting
21. Adjourn



County of Lincoln

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

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AGENDA ITEM NO. 6

SUBJECT:

Approval of Alpine Village Sanitation District Mil Levy

Thursday, September 7, 2023

The Alpine Village Sanitation District
P. O. Box 1217, Ruidoso, New Mexico 88355

Mike Buechter, President (575) 257-0086
Troy Wade, Vice President (575) 808-1256
Cheryl Knobel, Secretary (575) 257-7776

August 21, 2023

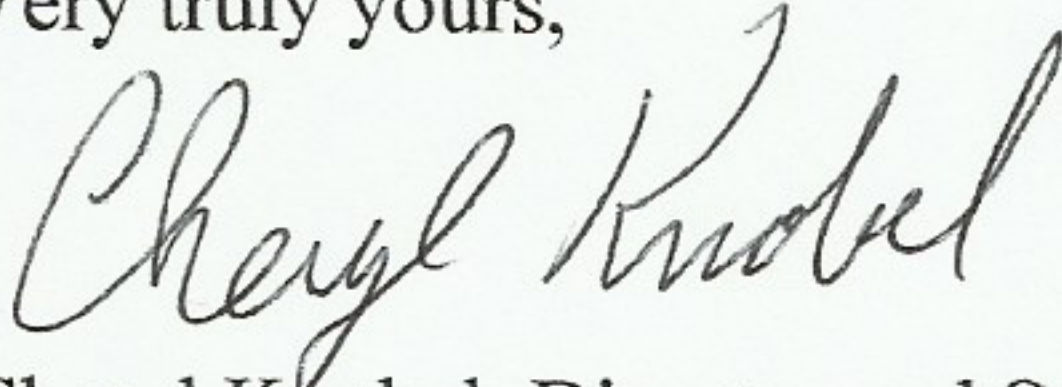
Mr. Ira Pearson
Lincoln County Manager
P. O. Box 711
Carrizozo, New Mexico 88301

Dear Mr. Pearson:

The Board of Directors for Alpine Village Sanitation District met August 14, 2022 and approved the continuance of the mil levy tax rates. The previous rate was calculated at 6.262. We await notice of the new tax rates and calculations.

Please let us know if we can provide any additional information.

Very truly yours,



Cheryl Knobel, Director and Secretary
Alpine Village Sanitation District

C: Dan Austin, CPA Accountant for AVSD
Mike Buechter, President, AVSD
Troy Wade, Vice President, AVSD



County of Lincoln

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AGENDA ITEM NO. 7

SUBJECT:

Approval of Order Setting Property Tax Rates - 2023 Property Tax Year

Thursday, September 7, 2023



County of Lincoln

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www.lincolncountynm.gov

AGENDA ITEM NO. 8

SUBJECT:

Approval of Budget Adjustment for FY 23/24 by Resolution No. 2024-14

Thursday, September 7, 2023

**LINCOLN COUNTY COMMISSION
RESOLUTION NO. 2024-14
BUDGET ADJUSTMENT FY 2023-2024**

WHEREAS, the Lincoln County Board of Commissioners, meeting in a special session on September 7, 2023 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
<i>General</i>		<i>General</i>				
401-00-1290	11000-0001-44190	Rental of Fairgrounds House	\$ 6,000.00			
		Subtotal	\$ 6,000.00	\$ -	\$ -	\$ -
<i>Capital Imp. Projects</i>		<i>Capital Impr. Projects</i>				
414-91-2705	69900-2015-56010	Law/Software		\$ 77,000.00		
414-91-2912	69900-2015-58080	Cap-out Vehicle(Outfitting OES Vehicle)		\$ 18,934.76		
414-91-2921	69900-2015-58020	Cap Out Equipment		\$ 137,421.43		
414-91-2936	69900-2015-58080	Road/Pickup/Transport Freightliner)		\$ 255,526.00		
414-91-2937	69900-2015-58010	Fac/Expansion/Improvement(Clerks)		\$ 18,500.00		
		Subtotal	\$ -	\$ 507,382.19	\$ -	\$ -
		TOTAL	\$ 6,000.00	\$ 507,382.19	\$ -	\$ -

PASSED, APPROVED AND ADOPTED this 7th of September 2023.

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

Todd Proctor, Chairman
District I

Mark G. Fischer, Member
District V

Pierre S. Pfeffer, Member
District IV

Jon Crunk, Vice Chairman
District III

Samantha J. Serna, Member
District II

ATTEST:

Shannan Hemphill, County Clerk



County of Lincoln

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AGENDA ITEM NO. 9

SUBJECT:

Approval of FY 2024-2028 Infrastructure Capital Improvement Plan to be Submitted to
Department of Finance – Local Government Division

- a. Resolution 2024-15 County of Lincoln
- b. Resolution 2024-16 Senior Citizen's Centers

Thursday, September 7, 2023

COUNTY OF LINCOLN
RESOLUTION NO. 2024-15

ADOPTING THE FY 2025-2029 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

WHEREAS, the County of Lincoln recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The County of Lincoln has adopted the attached FY 2025-2029 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 2023-12.

PASSED, APPROVED AND ADOPTED this 7th day of September, 2023.

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

Todd F. Proctor, Chairman

Samantha J. Serna, Member

Jon F. Crunk, Vice-Chairman

Mark G. Fischer, Member

Pierre S. Pfeffer, Member

Attest:

Shannan Hemphill, County Clerk

COUNTY OF LINCOLN
RESOLUTION NO. 2024-16

ADOPTING THE FY 2025-2029 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)
FOR SENIOR CITIZENS FACILITIES

WHEREAS, the County of Lincoln recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The County of Lincoln has adopted the attached FY 2025-2029 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 2023-13.

PASSED, APPROVED AND ADOPTED this 7th day of September 2023.

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

Todd F. Proctor, Chairman

Samantha J. Serna, Member

Jon F. Crunk, Vice-Chairman

Mark G. Fischer, Member

Pierre S. Pfeffer, Member

Attest:

Shannan Hemphill, County Clerk

Infrastructure Capital Improvement Plan FY 2025-2029

Carrizozo Zia Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2025	2026	2027	2028	2029	Total Project Cost	Amount Not Yet Funded	Phases?
36769	2025	001	Building Equipment	Facilities - Senior Facilities	0	55,000	0	0	0	0	55,000	55,000	No
35465	2026	001	handicap vehicle	Vehicles - Senior Facility Vehicle	0	0	80,000	0	0	0	80,000	80,000	No
35464	2027	001	Kitchen Equipment	Equipment - Senior Center Equipment	0	0	0	50,000	0	0	50,000	50,000	No
35463	2028	001	Meal Delivery Vehicle	Vehicles - Senior Facility Vehicle	0	0	0	0	75,000	0	75,000	75,000	No
36771	2029	001	Transportation Vehicle	Vehicles - Senior Facility Vehicle	0	0	0	0	0	75,000	75,000	75,000	No

Number of projects: 5

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	55,000	80,000	50,000	75,000	75,000	335,000	335,000

Infrastructure Capital Improvement Plan FY 2025-2029

Capitan Zia Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2025	2026	2027	2028	2029	Total Project Cost	Amount Not Yet Funded	Phases?
35460	2025	001	Meal Delivery Vehicle	Vehicles - Senior Facility Vehicle	0	70,000	0	0	0	0	70,000	70,000	No
35461	2026	001	kitchen equipment	Equipment - Senior Center Equipment	0	0	75,000	0	0	0	75,000	75,000	No
35462	2027	001	transportation vehicle	Vehicles - Senior Facility Vehicle	0	0	0	80,000	0	0	80,000	80,000	No
36521	2028	001	Building Equipment	Equipment - Senior Center Equipment	0	0	0	0	55,000	0	55,000	55,000	No
37468	2029	001	Meal delivery Vehicle	Vehicles - Senior Facility Vehicle	0	0	0	0	0	50,000	50,000	50,000	No

Number of projects: 5

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	70,000	75,000	80,000	55,000	50,000	330,000	330,000

Infrastructure Capital Improvement Plan FY 2025-2029

Corona Zia Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2025	2026	2027	2028	2029	Total Project Cost	Amount Not Yet Funded	Phases?
35466	2025	001	Senior Center Improvements	Facilities - Senior Facilities	0	150,000	0	0	0	0	150,000	150,000	No
35467	2026	001	Meal Delivery Vehicle	Vehicles - Senior Facility Vehicle	0	0	75,000	0	0	0	75,000	75,000	No
35468	2027	001	Kitchen Equipment	Equipment - Senior Center Equipment	0	0	0	95,000	90	0	95,090	95,090	No
36774	2028	001	Building Equipment	Facilities - Senior Facilities	0	0	0	0	55,000	0	55,000	55,000	No
37686	2029	001	Transportation Vehicle	Vehicles - Senior Facility Vehicle	0	0	0	0	0	80,000	80,000	80,000	No

Number of projects: 5

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	150,000	75,000	95,000	55,090	80,000	455,090	455,090

Infrastructure Capital Improvement Plan FY 2025-2029

Hondo Valley Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2025	2026	2027	2028	2029	Total Project Cost	Amount Not Yet Funded	Phases?
36776	2025	001	Building Equipment	Facilities - Senior Facilities	0	55,000	0	0	0	0	55,000	55,000	No
42031	2026	001	Transportation Vehicle	Facilities - Senior Facilities	0	0	80,000	0	0	0	80,000	80,000	No
35392	2027	001	Meal Delivery Vehicle	Vehicles - Senior Facility Vehicle	0	0	0	50,000	0	0	50,000	50,000	No
35399	2028	001	Kitchen Equipment	Equipment - Senior Center Equipment	0	0	0	0	50,000	0	50,000	50,000	No
35469	2029	001	Handicap Van	Vehicles - Senior Facility Vehicle	0	0	0	0	0	80,000	80,000	80,000	No

Number of projects: 5

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	55,000	80,000	50,000	50,000	80,000	315,000	315,000

Infrastructure Capital Improvement Plan FY 2025-2029

Ruidoso Downs Zia Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2025	2026	2027	2028	2029	Total Project Cost	Amount Not Yet Funded	Phases?
35472	2025	001	Kitchen Equipment	Equipment - Senior Center Equipment	0	95,000	0	0	0	0	95,000	95,000	No
35470	2026	001	Senior Center Improvements	Facilities - Senior Facilities	0	0	190,000	0	0	0	190,000	190,000	No
36783	2027	001	Building Equipment	Facilities - Senior Facilities	0	0	0	55,000	0	0	55,000	55,000	No
36781	2028	001	Meal Delivery Vehicle	Vehicles - Senior Facility Vehicle	0	0	0	0	75,000	0	75,000	75,000	No
35471	2029	001	ADA Accessible Van	Vehicles - Senior Facility Vehicle	0	80,000	0	0	0	80,000	160,000	160,000	No

Number of projects: 5

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	175,000	190,000	55,000	75,000	80,000	575,000	575,000



County of Lincoln

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

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AGENDA ITEM NO. 10

SUBJECT:

Consideration of Approving a Letter, Urging Congress to Enact the Affordable Housing Credit Improvement Act (AHCIA) of 2023, S. 1557 and H.R. 3238, Which Would Strengthen and Expand the Low-Income Housing Tax Credit (Housing Credit)

Thursday, September 7, 2023

The ACTION Campaign represents over 2,400 organizations and businesses working to address our nation's severe shortage of affordable rental housing by supporting the Low-Income Housing Tax Credit.

The Housing Credit's Benefits For Low-Income Families And The Economy, 1986 - 2021



7,237

homes developed or preserved in NM-01



11,618

jobs supported for one year



\$456.1 Million

in tax revenue generated



\$1.32 Billion

in wages & business income generated

The Low-Income Housing Tax Credit (Housing Credit) is a proven solution to help address the affordable housing crisis.

The Housing Credit is our nation's most successful tool for encouraging private investment in affordable rental housing.

It has financed over 3.7 million homes for low-income families and individuals nationwide since 1986.

The ACTION Campaign calls on Congress to:

- Expand the Housing Credit to address the severe shortage of affordable housing.
- Strengthen the Housing Credit to maximize impact in communities facing the greatest need.
- Enhance multifamily Housing Bonds, which provide critical financing to over half of all Housing Credit homes.

The Need for Affordable Housing

Though the Housing Credit has had a tremendous impact across the country, much more affordable housing is still needed to meet the growing demand.



65,506 renter households

in New Mexico pay more than half of their monthly income on rent, leaving too little for other expenses like health care, transportation, and nutritious food.



In order to afford a one-bedroom apartment, a minimum wage worker in New Mexico has to work 50 hours per week.

Addressing Our Nation's Severe Shortage Of Affordable Housing



Up to 14,600 additional affordable homes could be financed in New Mexico by the primary unit financing provisions in the *Affordable Housing Credit Improvement Act*.

Visit rentalhousingaction.org for data sources and methodologies.

The ACTION Campaign represents over 2,400 organizations and businesses working to address our nation's severe shortage of affordable rental housing by supporting the Low-Income Housing Tax Credit.

The Housing Credit's Benefits For Low-Income Families And The Economy, 1986 - 2021



4,855

homes developed or preserved in NM-02



8,327

jobs supported for one year



\$329 Million

in tax revenue generated



\$945.6 Million

in wages & business income generated

The Low-Income Housing Tax Credit (Housing Credit) is a proven solution to help address the affordable housing crisis.

The Housing Credit is our nation's most successful tool for encouraging private investment in affordable rental housing.

It has financed over 3.7 million homes for low-income families and individuals nationwide since 1986.

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Addressing Our Nation's Severe Shortage Of Affordable Housing



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Visit rentalhousingaction.org for data sources and methodologies.

Low-Income Housing Tax Credit Impact In New Mexico's 3rd District



The ACTION Campaign represents over 2,400 organizations and businesses working to address our nation's severe shortage of affordable rental housing by supporting the Low-Income Housing Tax Credit.

The Housing Credit's Benefits For Low-Income Families And The Economy, 1986 - 2021



6,358
homes developed or preserved in NM-03



10,873
jobs supported for one year



\$429.4 Million
in tax revenue generated



\$1.23 Billion
in wages & business income generated

The Need for Affordable Housing

Though the Housing Credit has had a tremendous impact across the country, much more affordable housing is still needed to meet the growing demand.



65,506 renter households
in New Mexico pay more than half of
their monthly income on rent, leaving too
little for other expenses like health care,
transportation, and nutritious food.



In order to afford a one-bedroom apartment, a minimum wage worker in New Mexico has to work 50 hours per week.

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- Expand the Housing Credit to address the severe shortage of affordable housing.
- Strengthen the Housing Credit to maximize impact in communities facing the greatest need.
- Enhance multifamily Housing Bonds, which provide critical financing to over half of all Housing Credit homes.

Addressing Our Nation's Severe Shortage Of Affordable Housing



Up to 14,600 additional
affordable homes could be financed
in New Mexico by the primary unit
financing provisions in the *Affordable
Housing Credit Improvement Act*.

Visit rentalhousingaction.org for data sources and methodologies.



ACTION Campaign Members in New Mexico

Updated July 2023

The A Call To Invest in Our Neighborhoods (ACTION) Campaign is a national, grassroots coalition of over 2,500 national, state, and local organizations and businesses calling on Congress to address our nation's severe shortage of affordable rental housing by expanding the Low-Income Housing Tax Credit.

The Low-Income Housing Tax Credit is our nation's most successful tool for encouraging private investment in the production and preservation of affordable rental housing. Since it was created in 1986, it has been a model public-private partnership, financing more than 3.7 million affordable apartments to low-income families while transferring risk from the government to the private sector.

Business and Organizational Members in New Mexico:

City of Las Cruces
Housing Trust of Santa Fe
JL Gray Company
New Mexico Coalition to End Homelessness
YES Housing, Inc.
Santa Fe Civic Housing Authority
Santa Fe Housing Action Coalition
Sawmill Community Land Trust
Tierra del Sol Housing Corporation



September 7, 2023

The Honorable Charles Schumer
Majority Leader
United States Senate
Washington, DC 20510

The Honorable Mitch McConnell
Minority Leader
United States Senate
Washington, DC 20510

The Honorable Kevin McCarthy
Speaker
United States House of Representatives
Washington, DC 20515

The Honorable Hakeem Jeffries
Minority Leader
United States House of Representatives
Washington, DC 20515

Dear Leader Schumer, Speaker McCarthy, Leader McConnell, and Leader Jeffries:

As mayors, county executives, and county board chairs representing communities across the country, we write to urge Congress to enact the Affordable Housing Credit Improvement Act (AHCIA) of 2023, S. 1557 and H.R. 3238, which would strengthen and expand the Low-Income Housing Tax Credit (Housing Credit). The Housing Credit is our nation's primary tool for encouraging private investment in affordable rental housing. While rental assistance is critical for keeping renters in their homes during this time of financial instability, the need for more affordable housing production and preservation in cities, towns, and counties preceded the recent turbulence.

Since its creation in the Tax Reform Act of 1986, the Housing Credit has been the primary financing source for the production and preservation of affordable rental housing. It has financed over 3.7 million apartments since 1986, providing affordable homes to over 8 million low-income households, including families, seniors, veterans, and people with disabilities. The Housing Credit brings together private-sector resources and oversight by state agencies, resulting in a durable solution to the need for affordable housing.

The AHCIA of 2023 includes a number of provisions that would enhance the program and enable cities and counties like ours to better serve the affordable housing needs in our communities. Specifically, the legislation would:

- **Lower the “50 percent test” bond financing threshold for 4 percent Housing Credit developments.** The “4 percent” Housing Credit is available for developments that receive 50 percent or more of their financing from Private Activity Bonds, and such developments are responsible for roughly half of all Housing Credit developments. However, unexpected and increased project development costs due to delays still stemming from the pandemic, inflation, material and labor issues, and skyrocketing insurance premiums are jeopardizing properties’ ability to assemble enough bond financing to meet the “50 percent test,” which puts their access to Housing Credit equity at risk. Lowering the 50 percent threshold would allow more developments to move forward despite these disruptions. It would also increase affordable housing production by allowing more developments to access 4 percent Housing Credits. This fix would increase affordable rental housing production and preservation by over 1.39 million more homes over 2023-2032 than we are able to finance under present law.
- **Expand the 9 percent Housing Credit.** The AHCIA of 2023 would increase the annual Housing Credit allocation authority by 50 percent, phased in over two years (25 percent in 2023 and 2024, plus an inflation adjustment in 2024). It would also restore and make permanent a 12.5

percent cap increase in the baseline, that expired at the end of 2021. This additional allocation would increase affordable rental housing production and preservation by 232,500 more homes over 2023-2032 than we are able to finance under present law.

- **Allow for basis boosts to better serve hard-to-reach communities.** The legislation includes provisions that would allow basis boosts for extremely low-income tenants, bond-financed Housing Credit properties, Difficult Development Areas, tribal areas, and rural communities. By allowing certain projects a “boost” on their eligible basis, this would make more projects financially feasible for these harder-to-serve groups. It is estimated that together, the basis boosts in the AHCIA of 2023 would finance an estimated 320,400 affordable rental homes over 2023-2032. These enhancements to the Housing Credit would allow states to more effectively address the unique affordable housing needs in cities, towns, and counties across the country.

We, as mayors, county executives, and county board chairs see firsthand the need for affordable rental housing among families in our communities. Together with our partners at the ACTION Campaign, Mayors and CEOs for U.S. Housing Investment, the National Association of Counties, and National League of Cities, we urge Congress to enact the bipartisan, bicameral AHCIA of 2023 to expand and strengthen the Housing Credit, a proven public-private investment in our nation’s housing infrastructure. Thank you for your consideration.

Sincerely,

Todd F. Proctor
Lincoln County, New Mexico, Board of County Commissioners, Chairman



County of Lincoln

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

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AGENDA ITEM NO. 11

SUBJECT:

Approval of the Lincoln Community Church, Prior-Year Invoice, in the Amount of \$950.00

Thursday, September 7, 2023

LINCOLN COMMUNITY CHURCH

INVOICE

325-280-5737
shirley.tdimas@gmail.com
P.O.Box 2
Lincoln, NM 88338

Attention: Briana Ventura
bventura@lincolncountynm.gov
County of Lincoln
P. O. Box 970
Carrizozo, NM 88301
Date: 6/16/2023

Contract for Service:
Lincoln Historical Board

Description	Quantity	Unit Price	Cost
Annual Contract		\$ 600.00	\$ 600.00
June 15, 2022		50.00	50.00
July			
August			
September 21, 2022		50.00	50.00
October			
November			
December 21, 2022		50.00	50.00
January 18, 2023		50.00	50.00
February 15, 2023		50.00	50.00
March 15, 2023		50.00	50.00
April 19, 2023		50.00	50.00
May			
		Subtotal	\$ 950.00
Tax		0.00%	\$ 0.00
		Total	\$ 950.00



County of Lincoln

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

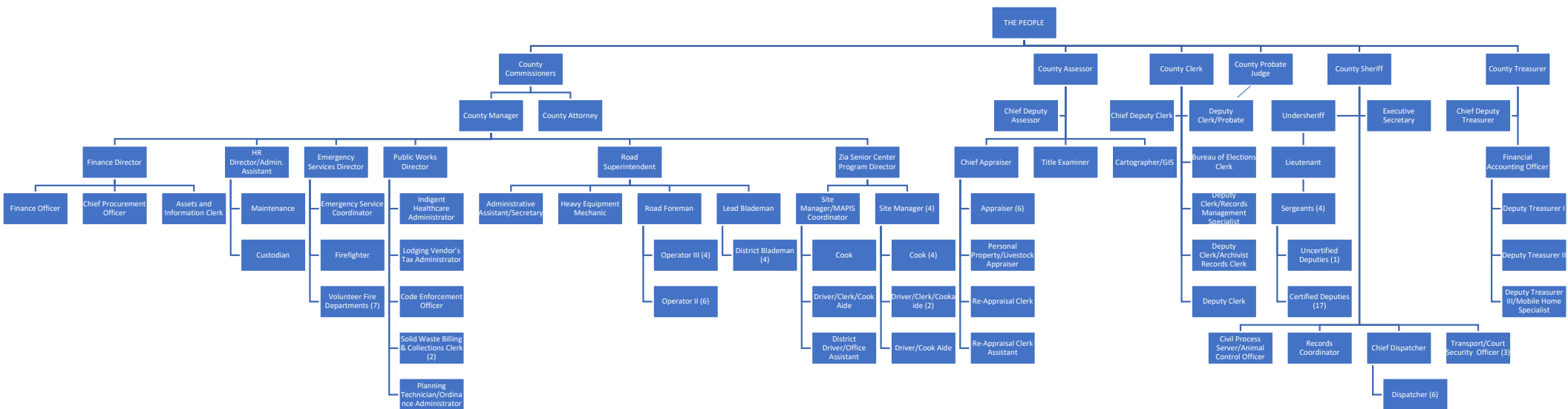
www.lincolncountynm.gov

AGENDA ITEM NO. 12

SUBJECT:

Discussion and Consideration of County Employee Pay Plan

Thursday, September 7, 2023



Proposed Increase Pay Plan

Rates Tier 1

Rates:	Min	Mid	Max	Title
Salary:	\$ 32,440.00	\$ 40,550.00	\$ 48,660.00	Dist. Driver / Office Asst.
Hourly:	\$ 15.60	\$ 19.50	\$ 23.39	

Rates Tier 2

Rates:	Min	Mid	Max	Title
Salary:	\$ 33,280.00	\$ 41,600.00	\$ 49,920.00	Cook
Hourly:	\$ 16.00	\$ 20.00	\$ 24.00	

Rates Tier 3

Rates:	Min	Mid	Max	Title
Salary:	\$ 33,800.00	\$ 42,250.00	\$ 50,700.00	Head Cook
Hourly:	\$ 16.25	\$ 20.31	\$ 24.38	Custodian Maintenance

Rates Tier 4

Rates:	Min	Mid	Max	Title
Salary:	\$ 35,044.00	\$ 43,805.00	\$ 52,566.00	Transport / Court Security
Hourly:	\$ 16.85	\$ 21.06	\$ 25.27	Zia Site Manager Animal Control / Civil Processor

Rates Tier 5

Rates:	Min	Mid	Max	Title
Salary:	\$ 35,808.00	\$ 44,760.00	\$ 53,712.00	Appraisal Clerk
Hourly:	\$ 17.22	\$ 21.52	\$ 25.82	Deputy Clerk Deputy Treasurer I Historian Clerk Solid Waste Clerk Uncertified Appraiser

Proposed Increase Pay Plan

Rates				Tier 6
Rates:	Min	Mid	Max	Title
Salary:	\$ 36,818.00	\$ 46,022.50	\$ 55,227.00	Admin Assistant - Road Dept
Hourly:	\$ 17.70	\$ 22.13	\$ 26.55	Appraiser I
				Deputy Treasurer II
				Imaging Tech
				Lodger's Tax Admin
				Planning Technician
				Sheriff Records Coordinator

Rates				Tier 7
Rates:	Min	Mid	Max	Title
Salary:	\$ 39,649.00	\$ 49,561.25	\$ 59,473.50	Appraiser II
Hourly:	\$ 19.06	\$ 23.83	\$ 28.59	Code Enforcement Officer
				Deputy Treasurer III
				Operator II
				Re-Appraisal Clerk
				Site Manager / SAMS Coord - Zia
				Title Examiner

Rates				Tier 8
Rates:	Min	Mid	Max	Title
Salary:	\$ 41,526.00	\$ 51,907.50	\$ 62,289.00	Appraiser III
Hourly:	\$ 19.96	\$ 24.96	\$ 29.95	Indigent Admin
				Operator III
				Firefighter
				Probate Deputy Clerk

Rates				Tier 9
Rates:	Min	Mid	Max	Title
Salary:	\$ 43,628.00	\$ 54,535.00	\$ 65,442.00	Appraiser IV (Certified)
Hourly:	\$ 20.98	\$ 26.22	\$ 31.46	GIS
				Mechanic
				Operator IV

Rates				Tier 10
Rates:	Min	Mid	Max	Title
Salary:	\$ 48,309.00	\$ 60,386.25	\$ 72,463.50	BOE Clerk
Hourly:	\$ 23.23	\$ 29.03	\$ 34.84	Finance Officer
				Inventory Assets Clerk
				Purchasing Agent

Proposed Increase Pay Plan

Rates				Tier 11
<i>Rates:</i>	<i>Min</i>	<i>Mid</i>	<i>Max</i>	<i>Title</i>
Salary:	\$ 53,304.00	\$ 66,630.00	\$ 79,956.00	Chief Appraiser
Hourly:	\$ 25.63	\$ 32.03	\$ 38.44	Chief Dispatcher
				Emergency Services Coordinator
				Financial Accounting Officer
				Lead Blademan
				Road Foreman

Rates				Tier 12
<i>Rates:</i>	<i>Min</i>	<i>Mid</i>	<i>Max</i>	<i>Title</i>
Salary:	\$ 66,200.00	\$ 82,750.00	\$ 99,300.00	Finance Director
Hourly:	\$ 31.83	\$ 39.78	\$ 47.74	Human Resource Director
				Lieutenant Sheriff
				OES Director
				Zia Program Director

CONTRACTED POSITIONS				
<i>Rates:</i>	<i>Current</i>			<i>Title</i>
Salary:	\$ 104,999.96			County Manager
	\$ 85,000.00			Public Works Director (open)
	\$ 99,326.24			Road Superintendent

ELECTED OFFICIALS / APPOINTED				
<i>Rates:</i>	<i>Current</i>	<i>MAXIMUM</i>		<i>Title</i>
Salary:	\$ 66,141.66	\$ 75,733.00		COUNTY ASSESSOR
	\$ 62,834.58	\$ 71,946.35		CHIEF DEPUTY ASSESSOR
	\$ 70,110.30	\$ 75,733.00		COUNTY CLERK
	\$ 66,604.79	\$ 71,946.35		CHIEF DEPUTY CLERK
	\$ 23,127.78	\$ 26,482.00		COUNTY PROBATE CLERK
	\$ 68,952.52	\$ 78,952.00		COUNTY SHERIFF
	\$ 68,952.52	\$ 78,952.00		UNDERSHERIFF
	\$ 51,714.39	\$ 59,214.00		SHERIFF EXECUTIVE SECRETARY
	\$ 70,110.30	\$ 75,733.00		COUNTY TREASURER
	\$ 66,604.79	\$ 71,946.35		CHIEF DEPUTY TREASURER
	\$ 26,370.76	\$ 30,196.00		COMMISSIONER
	\$ 26,370.76	\$ 30,196.00		COMMISSIONER
	\$ 27,953.12	\$ 30,196.00		COMMISSIONER
	\$ 27,953.12	\$ 30,196.00		COMMISSIONER
	\$ 27,953.12	\$ 30,196.00		COMMISSIONER

Temporary/Part Time

Rates		Temp 1
Hourly:	\$ 12.00	<i>Title</i> Zia Trainee - State Funded

Rates		Temp 2
Hourly:	\$ 16.50	<i>Title</i> Maintenance Temp Temporary Road Laborer Treasurer Seasonal Temp

Rates		Part Time
Hourly:	\$ 15.27	<i>Title</i> Cook Aide Driver Driver / Clerk / Cook Aid

Rates		Dispatch
Hourly:		<i>Title</i>
	\$ 17.00	Uncertified Dispatcher
	\$ 18.00	Dispatcher I
	\$ 19.00	Dispatcher II
	\$ 21.00	Dispatcher III
	\$ 22.00	Dispatcher IV

POSITION	ACT	NEW SAL	DIFF \$
MANAGER'S OFFICE			
Finance Officer	46667.09	56279.99	9612.90
Purchasing Agent	46667.09	53139.90	6472.81
Finance Director	63349.31	87053.00	23703.69
Inventory Assets Clerk	46667.09	59661.62	12994.53
Human Resource Director	49509.20	71827.00	22317.80
Total			75101.72
PUBLIC WORKS			
Planning Technician	36817.87	42340.70	5522.83
Code Enforcement Officer (open)	37922.35	39649.00	1726.65
*Lodger's Tax Admin	36817.87	37922.28	1104.41
			8353.89
OES			
OES Director	61181.32	83743.00	22561.68
Emergency Services Coord	40256.94	63165.24	22908.30
Firefighter	37955.84	46301.49	8345.65
			53815.63
MAINTENANCE			
Maintenance	33711.39	38363.00	4651.61
Custodian	29357.54	35997.00	6639.46
			11291.07
CLERK'S OFFICE			
Probate Deputy Clerk	54193.15	60835.59	6642.44
Deputy Clerk	35766.64	39388.80	3622.16
Historian Clerk	31759.73	35808.00	4048.27
Imaging Tech	40266.10	52097.47	11831.37
			26144.24
BOE			
BOE Clerk	46667.09	51449.09	4782.00
			4782.00

POSITION	ACT	NEW SAL	DIFF \$
ASSESSOR'S OFFICE			
Certified Appraisers	46680.40	52353.60	5673.20
Certified Appraisers	43988.05	46463.82	2475.77
Appraiser III	43988.05	53983.80	9995.75
Certified Appraisers	43988.05	55189.42	11201.37
Certified Appraisers	43988.05	47336.38	3348.33
Certified Appraisers	43988.05	49517.78	5529.73
Title Examiner	41462.93	43019.17	1556.24
Chief Appraiser	49509.20	64764.36	15255.16
*Re-Appraisal Clerk	41462.93	42706.82	1243.89
Appraisal Clerk	35766.64	39388.80	3622.16
GIS	49523.55	50826.62	1303.07
			61204.67
TREASURER'S OFFICE			
Deputy Treasurer I	31759.73	38135.52	6375.79
Deputy Treasurer II	33692.46	39211.17	5518.71
Deputy Treasurer III	35746.88	41631.45	5884.57
Financial Accounting Officer	46667.09	60500.04	13832.95
			31612.02
SHERIFF			
DISPATCH			
Dispatcher II	37481.60	40112.80	2631.20
Dispatcher IV	44096.00	61776.00	17680.00
Dispatcher III	41891.20	48048.00	6156.80
Dispatcher IV	44096.00	51022.40	6926.40
Dispatcher IV	44096.00	49649.60	5553.60
Dispatcher IV (open)	41600.00	45760.00	4160.00
Chief Dispatcher	49509.20	62099.16	12589.96
			55697.96

POSITION	ACT	NEW SAL	DIFF \$
SHERIFF OFFICE			
*Transport/ Court Security	40256.94	41464.65	1207.71
*Transport/ Court Security	40256.94	41464.65	1207.71
Transport/ Court Security	40256.94	47309.40	7052.46
Records Coordinator	35766.64	47311.13	11544.49
Civil Process / Animal Officer (open)	35746.88	35044.00	-702.88
Lieutenant Sherrif	71500.00	79440.00	7940.00
			28952.37
ROAD DEPT			
TEMP	15600.00	17160.00	1560.00
Operator II (open)	33703.90	39649.00	5945.10
Operator II (open)	33042.88	39649.00	6606.12
Operator II	37955.84	46191.09	8235.25
Operator II (open)	33703.90	39649.00	5945.10
Operator II (open)	33703.90	39649.00	5945.10
Operator II (open)	33703.90	39649.00	5945.10
Operator III	44457.09	54606.69	10149.60
Operator III	40266.10	47132.01	6865.91
Operator III	40266.10	47754.90	7488.80
Operator III	40266.10	41526.00	1259.90
Operator IV	42721.12	57370.82	14649.70
Operator IV	42721.12	47990.80	5269.68
Operator IV	53118.00	56061.98	2943.98
Operator IV (open)	42721.12	43628.00	906.88
Operator IV	42721.12	53008.02	10286.90
Operator Lead Blademan	63387.78	73826.04	10438.26
Mechanic	48110.82	55189.42	7078.60
Mechanic	42721.12	50172.20	7451.08
Foreman	42706.77	69295.20	26588.43
Admin Assistant	44432.34	49152.03	4719.69
			156279.18

POSITION	ACT	NEW SAL	DIFF \$
SENIOR CENTER			
Site Manager / SAMS Coord	39081.74	44208.64	5126.90
Dist. Driver / Office Asst.	29072.58	37306.00	8233.42
Driver (60)	23138.86	25011.00	1872.14
Head Cook	32090.24	38363.00	6272.76
**Trainee (38)	14820.00	14820.00	0.00
*Site Manager	36838.67	37943.83	1105.16
Cook (60)	24548.94	27830.40	3281.46
Site Manager	36838.67	43805.00	6966.33
Cook (40)	14532.44	16640.00	2107.56
Site Manager	34713.74	37321.86	2608.12
Cook	34735.38	42099.20	7363.82
Site Manager	36838.67	41527.14	4688.47
Driver (40)	15425.90	19850.00	4424.10
Driver/ Clerk / Cook Aid (60)	23138.86	25368.30	2229.44
Cook	30844.11	34944.00	4099.89
Cook Aid (60)	23138.86	28584.00	5445.14
Zia Program Manager	64044.86	90363.00	26318.14
			92142.85
SOLID WASTE			
*Clerks	36817.87	37922.41	1104.54
Clerks	36817.87	38851.68	2033.81
			3138.35
INDIGENT			
Indigent Admin	46667.09	57513.51	10846.42
			10846.42

INCREASE PER WORKSHEET	619362.35
INCREASE FOR BENEFITS	102547.13

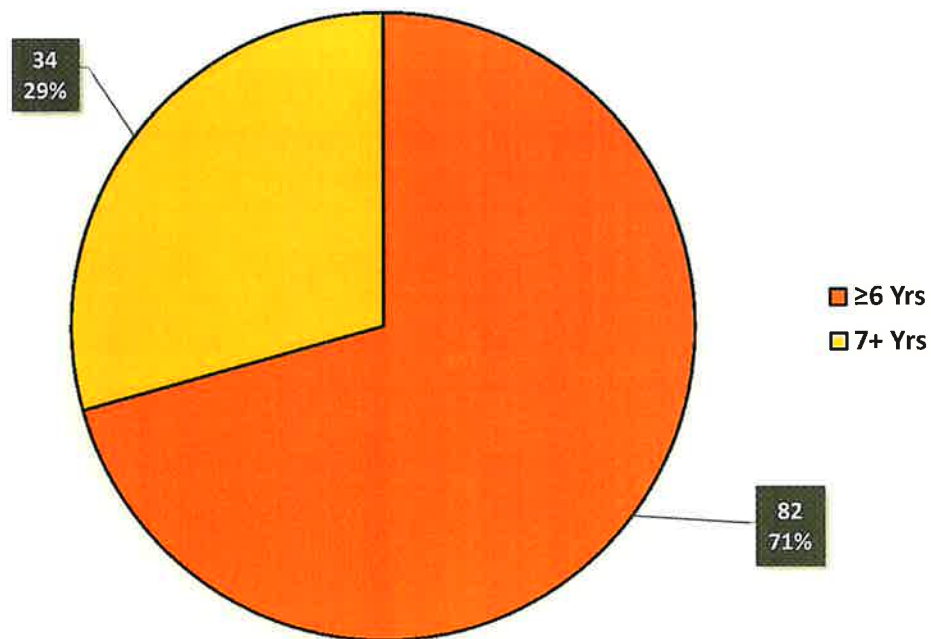
TOTAL PROPOSED INCREASE	721909.48
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*INCREASE FOR PROPOSED 3%
 **WAGE SET BY STATE CONTRACT

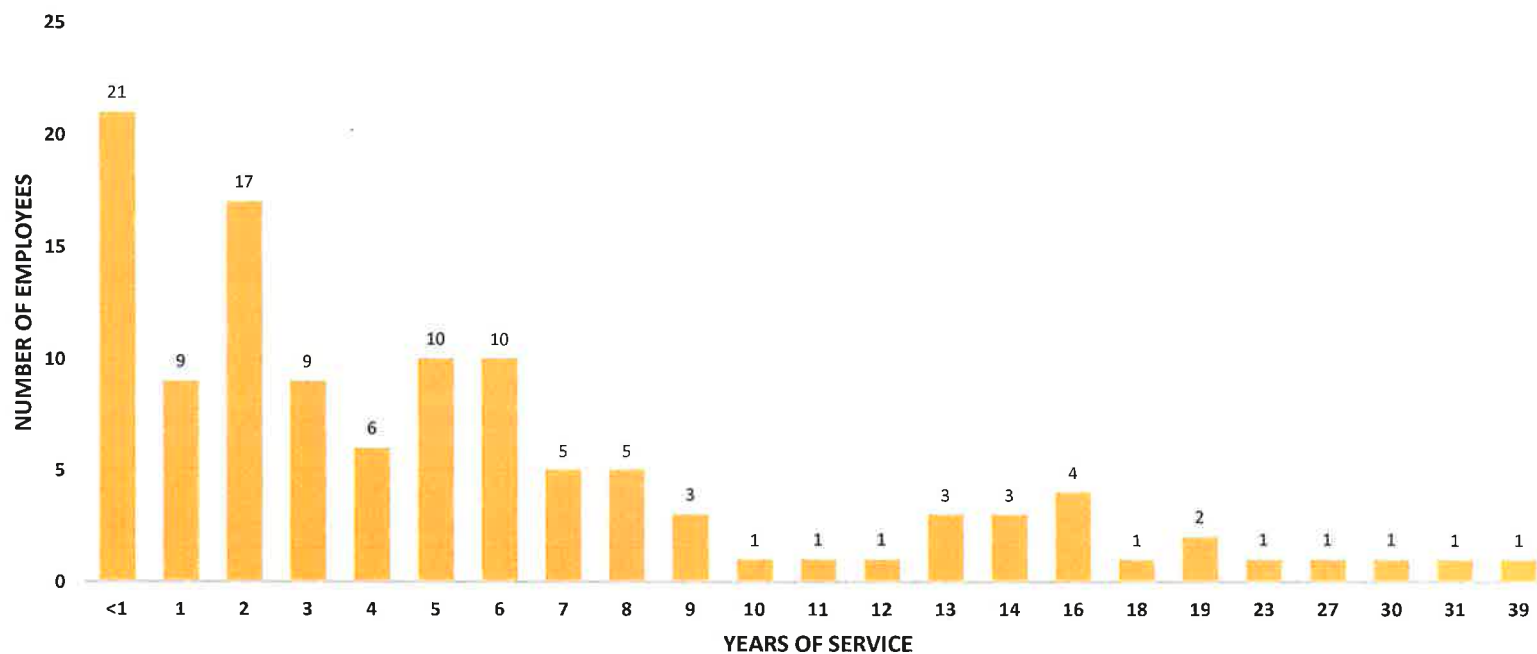
Years of Service	Number of Employees
<1	21
1	9
2	17
3	9
4	6
5	10
6	10
7	5
8	5
9	3
10	1
11	1
12	1
13	3
14	3
16	4
18	1
19	2
23	1
27	1
30	1
31	1
39	1

Employee Breakdown

Data as of 8/14/23



PAY SENIORITY REPORT



*** MANAGER OVER COMPLETE BUDGET / FINANCE DIRECTOR OVER ALL EXPENDITURES / TREASURER OVER ALL REVENUES AND TRANSFERS**

DEPARTMENT HEAD / ELECTED OFFICIAL	FUND	DEPT	FUND NAME
MANAGER / FINANCE DIRECTOR	401	01	COMMISSION
MANAGER / FINANCE DIRECTOR	401	02	GENERAL COUNTY
MANAGER / FINANCE DIRECTOR	401	03	MANAGERS
MANAGER / FINANCE DIRECTOR	401	04	DATA PROCESS
PUBLIC WORKS	401	05	PLANNING
PUBLIC WORKS	401	06	RUIDOSO OFFICE
ROAD	401	07	RURAL ADDRESSING
LCOES	401	08	LCOES
HR DIRECTOR	401	09	MAINTENANCE
CLERK	401	15	CLERKS
CLERK	401	16	ELECTIONS
PROBATE	401	17	PROBATE
ASSESSOR	401	19	ASSESSOR
TREASURER	401	21	TREASURER
SHERIFF	401	22	SHERIFF
ROAD	402	40	ROAD
ROAD	402	43	SPECIAL PROGRAMS
COMMISSION/FINANCE DIRECTOR / TREASURER	405	44	SPECIAL PROGRAMS
CLERK	406	63	RECORDING FREES
OES	407	45	BONITO FIRE
OES	409	47	HONDO FIRE
OES	410	48	LINCOLN FIRE
OES	411	49	NOGAL FIRE
OES	412	50	GLENCOE FIRE
COMMISSION/FINANCE DIRECTOR / TREASURER	414	91	CAPITAL IMP PROJECTS
HR DIRECTOR / TREASURER	415	13	CELL TOWERS
OES	416	97	WHITE OAKS FIRE
OES	419	52	ARABELA FIRE
COMMISSION/FINANCE DIRECTOR / TREASURER	420	28	LEGISLATION APP
ROAD	421	59	GAS TAX REV
COMMISSION/FINANCE DIRECTOR / TREASURER	423	60	PRED ANIMAL CONTROL
OES	424	69	FIRE SERVICE ADMIN
OES / FINANCE DIRECTOR / TREASURER	425	94	FIRE / STRIKE ACTIVITIES
MANAGER/FINANCE DIRECTOR / TREASURER	428	65	FOREST TITLE 3
PUBLIC WORKS / TREASURER	440	61	LODGERS TAX
FINANCE DIRECTOR / TREASURER	450	62	CORRECTIONS
OES	462	92	HOMELAND SECURITY
SHERIFF / TREASURER	466	82	SHERIFF SEIZURE
ASSESSOR	499	68	RE -APPRAISAL
PRESBYTERIAN / FINANCE DIRECTOR / TREASURER	500	20	RUIDOSO AMBULANCE
PRESBYTERIAN / FINANCE DIRECTOR / TREASURER	500	24	CAPITAN AMBULANCE
PRESBYTERIAN / FINANCE DIRECTOR / TREASURER	500	25	CARRIZOZO AMBULANCE
PRESBYTERIAN / FINANCE DIRECTOR / TREASURER	500	26	CORONA AMBULANCE
PRESBYTERIAN / FINANCE DIRECTOR / TREASURER	500	27	HONDO AMBULANCE
PRESBYTERIAN / FINANCE DIRECTOR / TREASURER	502	73	LCMC / RURAL CLINICS
TREASURER	508	71	DEER PARK VALLEY SAD
TREASURER	509	71	LCMC LEASE FUND

* MANAGER OVER COMPLETE BUDGET / FINANCE DIRECTOR OVER ALL EXPENDITURES / TREASURER OVER ALL REVENUES AND TRAFERS

DEPARTMENT HEAD / ELECTED OFFICIAL	FUND	DEPT	FUND NAME
SHERIFF	520	75	LAW PROTECTION
SHERIFF	521	74	LAW ENFORCEMENT R&R
ZIA PROGRAM DIRECTOR	530	76	CARRIZOZO SENIOR
ZIA PROGRAM DIRECTOR	530	77	CAPITAN SENIOR
ZIA PROGRAM DIRECTOR	530	78	CORONA SENIOR
ZIA PROGRAM DIRECTOR	530	79	HONDO SENIOR
ZIA PROGRAM DIRECTOR	530	80	RUIDOSO DOWNS SENIOR
TREASURER	563	84	ENVIRONMENTAL GRT
PUBLIC WORKS	564	46	SOLID WASTE
TREASURER	598	83	TREASURER'S FEES
SHERIFF	601	85	ENHANCED 911
COMMISSION/FINANCE DIRECTOR / TREASURER	602	58	FOREST HEALTH
COMMISSION/FINANCE DIRECTOR / TREASURER	603	67	MISDEMEANOR COMP
COMMISSION/FINANCE DIRECTOR	608	86	CDBG GRANT
PUBLIC WORKS	654	29	INDIGENT
FINANCE DIRECTOR	656	14	CYFD
FINANCE DIRECTOR	657	32	JUVENILE
SHERIFF	659	34	HIDTA
MANAGER	679	12	LATCF
COMMISSION/MANAGER/FINANCE DIRECTOR	680	55	AMERICAN RESCUE PLAN ACT
COMMISSION/MANAGER/FINANCE DIRECTOR	681	53	DISASTER RELIEF
TREASURER	682	56	1ST 1/8TH GRT
TREASURER	683	57	REV BOND DEBT SERV
TREASURER	684	96	LCMC GO BOND DEBT
COMMISSION/MANAGER/FINANCE DIRECTOR	685	18	LG ABATEMENT FUNDS
COMMISSION/ROAD / FINANCE DIRECTOR / TREASURER	686	30	COLONIAS LOAN/GRANT FUND
TREASURER	70200	26	PROPERTY TAX HELD FOR OTHERS
TREASURER	79900	26	OTHER TRUST & AGENCY



County of Lincoln

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www.lincolncountynm.gov

AGENDA ITEM NO. 13

SUBJECT:

Discussion and Consideration of Collective Bargaining Agreement Between the County of Lincoln and the Lincoln County Deputy Sheriffs' Association

Thursday, September 7, 2023

AGREEMENT
BETWEEN
THE COUNTY OF LINCOLN
AND
THE LINCOLN COUNTY DEPUTY SHERIFFS' ASSOCIATION

SECTION 1. PARTIES TO THE AGREEMENT.

- A. This Agreement is entered into by and between the County of Lincoln, hereinafter referred to as the "County", and the Lincoln County Deputy Sheriffs' Association, hereinafter referred to as the "Association."
- B. The County of Lincoln recognizes the Lincoln County Deputy Sheriffs' Association as the exclusive collective bargaining representative for the regular full-time non-probationary, non-supervisory, non-confidential sworn officers, in the rank of Deputy, of the Lincoln County Sheriffs' ~~Department~~ Office.
- C. The parties shall not discriminate against any member of the bargaining unit based on race, color, sex, creed, religion, age, national origin, membership or non-membership in the Association.
- D. For the purposes of this agreement and any subsequent Memorandum of Understanding, Lincoln County shall be referred to as the County; the Lincoln County Sheriffs' ~~Department~~ Office shall be referred to as the ~~Department~~ Sheriff's Office; the Sheriff shall be referred to as the Sheriff; the Lincoln County Deputy Sheriffs' Association shall be referred to as the Association, and any reference to Deputy shall be referred to as employee.

SECTION 2. ASSOCIATION REPRESENTATIVE.

The Association and the County will attempt to resolve issues and grievances in an atmosphere of professionalism and mutual respect. Should the Association president need to conduct Association business during normal working hours the president will be allowed, subject to staffing requirements, to request the use of accrued comp time, annual leave, or leave without pay. If the assistance of the Association President or designee is requested by the County in the resolution of a labor/management relations problem and the problem is handled during the president's or designee's regular work time such time will be on paid status.

SECTION 3. SEXUAL HARASSMENT.

The parties agree and recognize that sexual harassment is a violation of County regulations, state law and federal law, is demeaning to employees subjected to such conditions and is destructive to the work environment. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature shall constitute sexual harassment. Sexual harassment by any employee, representative or other person who works subject to the control of either party is

Collective Bargaining Agreement-County of Lincoln-LC Deputy Sheriffs' Association page 1 of 16

forbidden. The parties will abide by all appropriate rules, regulations, and laws prohibiting sexual harassment.

SECTION 4. LEAVE TO VOTE.

Employees who are registered and eligible to vote will be scheduled and allowed time to vote as required by state law. Such time may not be used for any other purpose. The County may verify if the time was used to vote.

SECTION 5. MATERNITY LEAVE.

Maternity leave will be handled in accordance with the Family Medical Leave Act.

SECTION 6. MILITARY LEAVE.

If an employee is or becomes a member of any component of the United States Armed Forces or the New Mexico National Guard they will be granted military leave in accordance with state or federal laws.

SECTION 7. LEAVES OF ABSENCE WITHOUT PAY.

When a regular full-time employee has demonstrated a need for time off(,) the County Manager may grant a regular employee leave without pay for a period not to exceed one (1) year.

During such leaves, the employee's position may be filled by another employee. At the expiration of a leave without pay, the employee may be reinstated in the position vacated. If not reinstated to the same position, the employee may be offered another vacant position provided he/she is qualified to perform the work. If there are no positions available, the employee shall be on layoff status with recall rights. Approved leave without pay shall not constitute a break in service but all time off in excess of thirty (30) days will not be counted as seniority.

The employee must provide a written notice of his/her desire to return to work at least two weeks prior to the expiration date of the leave without pay. Failure to provide such notice may be cause for refusal to reinstate or terminate the employee. This applies to leaves of thirty (30) days or more.

SECTION 8. EMPLOYEE SAFETY AND HEALTH.

The parties believe that the safety and health of the employees are of prime considerations in every phase of their activities. The parties are concerned for the human value of life, health and physical well being, and they are convinced that good safety and health practices are essential to the efficient delivery of service to the public.

The parties and the employees will work toward providing and maintaining safe and healthful working conditions. The parties will instill in the employees an awareness of the need

Collective Bargaining Agreement-County of Lincoln-LC Deputy Sheriffs' Association page 2 of 16

for safe and healthful working habits. The parties will identify, report, and work toward the elimination of safety hazards in the workplace and the parties will comply with applicable health and safety laws.

SECTION 9. SICK, ANNUAL AND HOLIDAY LEAVE.

9.1 SICK LEAVE.

- A. Sick Leave is accrued at the rate of 3.077 hours per pay period.
- B. Sick Leave may be approved for the sickness, illness, injury or treatment of an employee. Sick Leave may also be approved as per the conditions of the FMLA for the care of family members. Sick Leave may not be donated to another employee. All sick leave pay is subject to the approval of the employee's supervisor.
- C. If management suspects the abuse of sick leave, management may require documentation prior to the payment of sick leave. Management may conduct whatever investigation it feels is necessary to determine whether sick leave is being abused. Failure to cooperate in an investigation of abuse of sick leave will result in the denial of pay for such time and may result in disciplinary action.
- D. Patterns of sick leave usage such as repeated use of the day before or day after an employee's days off or holidays shall be considered an abuse of sick leave and cause for denial of payment and disciplinary action including dismissal.
- E. Accrued sick leave will not be paid at termination of employment, except for deputies who have completed at least fifteen (15) years of County consecutive service and who retire under P.E.R.A.. Such deputies may convert 50% of their accrued sick leave to a lump sum pay or paid leave. No accrual of sick leave or vacation will occur during the use of such converted paid leave.

9.2 VACATION AND VACATION ACCRUAL.

- A. Deputies will accrue vacation as follows:
 - 1 to 24 months of service - 3.077 hrs. accrual per pay period
 - 24 mos. +1 day to 120 mos. of service - 4.615 hrs. accrual per pay period
 - 120 mos. + 1 day and over of service - 6.154 hrs. accrual per pay period
- B. Subject to the staffing requirements of the ~~Department~~ Sheriff's Office, the Sheriff or his designee may allow more than one deputy to be off on vacation on any one day. In normal situations only one deputy will be allowed vacation on any one day. All requests for vacation will be considered on a first come first served basis. All requests will be time stamped by the employee when submitted to the Sheriff.

9.3 HOLIDAYS

A. The following holidays will be observed by employees in this bargaining unit:

1. New Years Day	January 1
2. Martin Luther King Jr. Birthday	January 18 (As Designated)
3. President's Day	February (As Designated)
4. Memorial Day	May (As Designated)
5. Independence Day	July 4
6. Labor Day	First Monday in September
7. Veteran's Day	November 11
8. Thanksgiving Day	4 th Thursday in November
9. Christmas Day	December 25
10. Personal Holiday	(Selected by Mutual Agreement of the Deputy and the Sheriff/Designee within a 12-month period.)

B. Deputies who do not work on a holiday, will be paid holiday pay of the total hours of a regular shift at the employee's regular rate of pay.

C. Deputies required to work on a holiday will receive the total hours of a regular shift of holiday pay at straight time pay plus pay at the employee's regular rate of pay for the actual hours worked. All time worked on a holiday is counted as time worked for the purpose of computing overtime compensation as per the overtime provision of this Agreement.

SECTION 10. THE SAFETY AND HEALTH COMMITTEE.

The County Safety Committee meets periodically for the purpose of reviewing appropriate safety and health matters. The Committee may be asked to visit the various work places, to investigate serious accidents, to recommend new rules and procedures, to recommend preventative measures, and to provide instructions to employees.

If the Association has a safety concern the issue will be brought to the attention of the ~~Department~~ Sheriff's Office in an attempt to resolve the issue. If the issue is not resolved at the Department level the President of the Association or his designee may bring the issue before the County Safety Committee.

SECTION 11. SENIORITY.

A. Except for sections which contain specific different definitions in this agreement, seniority is defined as follows:

- B. Higher ranks have seniority on junior ranks. The employee with the most continuous service within rank is senior within that given rank. For the purposes of breaking a tie in seniority, the first criteria to be applied shall be continuous service with the ~~Department~~ **Sheriff's Office**, with the employee with the most continuous time being senior. Should the continuous service with the ~~Department~~ **Sheriff's Office** be identical, then the tie will be broken by the use of employee numbers or lottery numbers, whichever is applicable. The employee with the lowest number is senior. The term continuous service shall be interpreted to mean total service from the date of last hire as an employee of the ~~Department~~ **Sheriff's Office**.
- C. When cut backs occur, the mandatory transfers between units shall be made in such a way as to maximize the efficiency and effectiveness of the ~~Department~~ **Sheriff's Office**. In making such transfer decisions, the following facts shall be considered:
 - a. The needs of the ~~department~~ **Sheriff's Office**.
 - b. The needs of the county.
 - c. The qualifications of the employee.
 - d. The demonstrated abilities of the employee.
 - e. All things being equal seniority will be considered.

SECTION 12. EXTRA DUTY ASSIGNMENTS.

- A. The County will post extra duty assignments, except in emergency situations, and deputies will be allowed to sign up for such assignments. In situations where an insufficient number of deputies sign up for such assignments, the assignments will be made in reverse order of seniority. It is recognized that posting of extra duty assignments is not always possible in case of emergencies, such as forest fires.
- B. Extra duty assignments paid from County funds will be compensated as per regular County policy and procedure or this contract whichever is appropriate. Extra duty assignments performed for other agencies is addressed in Subsection C. below.
- C. Extra duty assignments performed for other agencies will identify on the posting the compensation paid by that agency for the given assignments. This time is not County work time and shall not be counted towards overtime compensation.

SECTION 13. OUTSIDE EMPLOYMENT.

Employees shall consider the County of Lincoln as their primary employer. Employees may request approval to participate in outside employment. Outside employment is subject to recommendation of the Undersheriff or designee and the approval of the Sheriff. The factors considered in reviewing requests for outside employment are the employee's performance, attendance, and number of hours to be worked in outside employment and whether a conflict of interest exists. Approvals for outside employment are for a period of 12 months. Approval of outside employment may be rescinded at any time if any of the four factors considered for approval become an issue.

SECTION 14. RETIREMENT.

The County will continue the current PERA retirement program.

SECTION 15. HOURS OF WORK AND OVERTIME.

- A. Deputies will be paid overtime in accordance with the FLSA Section 207-K. Overtime at 1-1/2 time the regular rate of pay will be paid for all hours worked in excess of 80 hours in a fourteen (14) day cycle.
- B. Paid leave is not and will not be counted as time worked for the purpose of computing overtime compensation. Deputies who are on their regular days off during a Holiday and are called in to work within that Holiday shall be paid the total hours of a regular shift of Holiday Pay at straight time, plus time and one half for actual hours worked on the Holiday. This time worked will not be pyramided in the calculation of overtime compensation.
- C. Under normal circumstances management will assign consecutive days off.
- D. Management will identify when deputies may take their rest and lunch breaks. Deputies shall not congregate at one place for rest breaks.

SECTION 16. DEPUTY'S LIABILITY PROTECTION.

- A. Pursuant to 41-41 et seq., N.M.S.A. (1978), as amended, the New Mexico Tort Claims Act, the County shall provide protection to Deputies from liability arising out of acts committed during the performance of their activities in the conduct of their office and within the scope of their duties.
- B. Adequate legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-41 et seq., N.M.S.A. (1978), as amended.

SECTION 17. GROUP MEDICAL AND HOSPITALIZATION INSURANCE.

Deputies may apply to participate in the County's group medical and hospitalization insurance plan. Eligible employees, their spouse, and eligible children may opt to participate in the plan. The County will pay one hundred percent (100%) of the lowest cost "Employee Only" premium plan. Should the employee choose a plan with a higher cost, the employee will be responsible for the difference in cost between the lowest cost plan and the chosen plan. The County will continue to pay its current rate of contribution of the premium for spouses, children and family coverage for the duration of this Agreement.

SECTION 18. PHYSICAL EXAMINATIONS.

Employees may be required to take and pass a medical examination at any time to determine their mental or physical capabilities to perform their assignments satisfactorily. Written

Collective Bargaining Agreement-County of Lincoln-LC Deputy Sheriffs' Association page 6 of 16

documentation will be provided to the employee. Such examinations will be at no cost to the employee and will be performed by medical personnel selected by the County. Employees may take a medical examination with a physician of their choice at their expense. If it is determined by the County that an employee cannot perform duties and the employee is eligible the employee will be afforded all rights under the American Disabilities Act. Employees may voluntarily request a mental test.

All employees of the Lincoln County Sheriff's Department Office shall be required to pass a job related pre-employment mental and physical examination. The County may require the employee to submit to drug and/or alcohol testing as permitted by law.

SECTION 19. CREDIT UNION.

Employees may join the State Employees Credit Union and/or the Otero Federal Credit Union by completing a membership and payroll deduction card. The County will make payroll deductions for the County sponsored Credit Unions.

SECTION 20. WORKERS COMPENSATION.

The County will continue to provide Workers Compensation coverage for employees as required by state law.

SECTION 21. JURY DUTY AND WITNESS PAY.

Deputies required to serve on jury duty will be compensated as required by law. Other compensation received (other than meal and travel allowance) shall be turned over to the County. Deputies will be compensated when appearing as a witness on behalf of the County or when appearing in their official capacity representing the County.

SECTION 22. ON-CALL AND CALL BACK.

- A. Deputies "on-call" will be provided cell phones or radios and will not be required to remain at home for the purpose of "On-Call Status".
- B. Deputies called in to work will be compensated for the time actually worked.
- C. The determination as to the need for the use of on-call status and how many deputies are required will be made by the Sheriff or his designee.
- D. Deputies assigned to on-call status with a cell phone or radio will be compensated an additional \$10.00 per assignment per 24-hour period.

SECTION 23. TRAINING AND EDUCATION.

The County will provide the training that is required by State and Federal laws. It is recognized by the parties that the County can change a deputy's work schedule for the purpose of providing required training and certification.

The County also offers specialized training. Any deputy interested in such training should consult with his/her immediate supervisor.

The pursuit of a college education must be done during the employee's time off. Any and all educational development or training is subject to the recommendation of the Under Sheriff and the approval of the Sheriff.

SECTION 24. LAY OFF AND RECALL.

- A. In the event that a reduction in force is necessary, the County shall provide the Association an opportunity to suggest alternatives.
- B. When it is necessary to have a reduction in work force, employees will be laid off in reverse order of seniority.
- C. Employees laid off due to a reduction in force will be called back to work in their seniority order.
- D. The term "seniority" for the purposes of this section shall mean time in rank. In situations where officers are required to bump into a lower rank, the officer moving to the lower rank shall be considered senior in that rank. As officers are called back, the officers assigned to lower ranks will be returned to the former rank, in order of seniority as vacancies become available.
- E. The employee may remain on lay off status for a total of twelve (12) calendar months. If the employee is not recalled within twelve (12) months or if the employee rejects a position offered to the employee, the County shall have no further employment obligation to the laid off employee and the employee will be terminated. Employees must provide and maintain a correct mailing address. Failure to provide a correct address shall result in a forfeiture of any recall right.

SECTION 25. INTERNAL AFFAIRS.

- A. The Internal Affairs Unit is established as a staff investigative body responsible to the Sheriff.
- B. This section establishes the guidelines for conduct of Internal Affairs interrogations. The existence of the Internal Affairs Unit does not lessen a commanding officer's authority or responsibility.

1. The interrogation of a police officer will normally be conducted when the officer is on duty or during the officer's normal working hours, unless the urgency of the investigation requires otherwise;
2. Interrogations will take place normally at the Sheriff's administrative offices, unless the urgency of the investigation requires otherwise.
3. If an officer is directed to leave his/her post and report for an interview, the officer shall immediately notify his/her supervisor.
4. The officer under investigation will be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation.
5. An officer will be informed of the nature of the investigation, and the names of all known complainants shall be disclosed to the officer unless the chief administrator of the officer's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity or security of the investigation. In the event that disciplinary action is taken against an employee and that the employee files a grievance the complainant will be made known.
6. Each interrogation session shall not exceed two (2) hours unless the parties mutually consent to continuation of the session and there shall not be more than two (2) interrogation sessions within any twenty-four (24) hour period, unless the parties mutually consent to additional sessions or if the urgency of the investigation requires otherwise, provided there shall be at least one (1) hour rest period between the sessions.

An officer shall be allowed to attend to physical necessities during the course of an interrogation session. The combined duration of an officer's work shift and any interrogation session shall not exceed fourteen (14) hours within a twenty-four (24) hour period, unless the urgency of the investigation requires otherwise.

7. An officer shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session;
8. Any interrogation of an officer shall be recorded, either mechanically or by a stenographer, and the complete interrogation will be published as a transcript. Any recesses called during the interrogation shall be noted in the transcript.
9. After reviewing all the information collected in the course of the investigation of a peace officer, the chief administrator of the officer's employer may order the officer to submit to a polygraph examination administered by a licensed polygraph

examiner, provided that all other reasonable investigative means have been exhausted and the officer has been advised of the administrator's reasons for ordering the polygraph examination.

10. A peace officer may file a written response to any document containing adverse comments entered into the officer's personnel file and the response shall be filed with the officer's employer within thirty (30) days after the document was entered in the officer's personnel file. A peace officer's written response shall be attached to the document.
 11. When any peace officer is under administrative investigation and a determination has been made to commence a criminal investigation, the officer shall be notified.
 12. Any officer who knowingly withholds evidence or information pertaining to an investigation will have provided just cause for disciplinary action including dismissal.
 13. All files and reports of investigations by the Internal Affairs Unit are confidential. Such records are intended for the exclusive use of the Sheriff, County Attorney and County Manager.
- C. A copy of the State of New Mexico "Peace Officer's Employer-Employee Relations Act" will be attached as **Appendix A** to this agreement.
- D. The ~~department~~ **Sheriff's Office** may contract for services with an experienced individual or organization to conduct an internal investigation.

SECTION 26. DISCIPLINARY ACTION.

- A. In the event that an investigation results in the implementation of disciplinary action, if the investigated employee so requests, the Association may designate a representative to participate at all stages of the grievance process. The employee will be provided copies of the written charges and the disciplinary action proposed.
- B. In notifying employees of disciplinary actions an attempt will be made to notify an employee in every-day language. The language need only be specific enough to notify the employee of the alleged misconduct and action proposed.
- C. Disciplinary actions shall include written reprimands, suspensions, demotions and dismissal.
- D. The County will use progressive discipline when the County believes such approach is appropriate. This shall not limit the County's right to take whatever action the County feels is appropriate based on the seriousness of the infraction including dismissal on the first or subsequent infraction or misconduct.

- E. Prior to taking any disciplinary action the employee will be presented with the charges and afforded the opportunity to respond to the charges. It is recognized by the parties that it is the prerogative of management to identify the specific time that the discipline will be carried out.
- F. Disciplinary actions that are grieved shall be processed through the grievance procedure identified in this Agreement.

SECTION 27. GRIEVANCE PROCEDURE.

- A. This is the grievance procedure available to bargaining unit employees. Grievance is defined as a dispute pertaining to the employment terms, conditions and related personnel matters or a contested disciplinary action taken by management.
- B. Association staff, bargaining unit employees, or management staff shall not coerce or retaliate against any grievant, grievant witness, management witness, or any party in interest who is identified as a participant in a grievance hearing.
- C. The Association and/or the grievant shall attempt to resolve the issue with the supervisor. If a satisfactory solution cannot be reached with the supervisor, and the grievant wishes to pursue the grievance, the written grievance is filed with the Sheriff.
- D. The written grievance must be filed with the Sheriff within ten (10) days of the date the grievant knew or should have known of the issue that generated the grievance. The Sheriff or his designee shall schedule a meeting with the grievant and/or the Association within ten (10) days of the receipt of the grievance. Within ten (10) days of the meeting the Sheriff or the designee will render a written decision. Failure to render a decision within the required time limit shall cause the grievance to be advanced to the next level of the grievance procedure.
- E. If the grievant is not satisfied with the Sheriff's decision, the Association and the grievant may, within ten (10) days of the Sheriff's decision, give written notice of appeal to the County Manager. The County Manager has ten (10) days to make a written determination regarding the Sheriff's decision. The Association and the grievant may, within ten (10) days of the County Manager's decision give written notice to the County that the issue is being submitted to arbitration. The arbitration will be conducted by an arbitrator to be selected from a list of seven (7) names supplied by the Federal Mediation and Conciliation Service. The flip of a coin will determine who will strike the first name on the list. The parties will alternate the striking of names until one name is left. That individual shall be the arbitrator. The decision of the arbitrator is final and binding on the parties. The cost of the arbitrator shall be borne equally by the parties.

SECTION 28. PROBATION PERIOD.

It is understood and agreed by both parties to this Agreement that the probationary period for new Deputies includes the period of time from the date of hire as a permanent full-time employee through a period of twelve (12) months. After six (6) months probationary deputies will be allowed to request utilization of their accrued leave, both vacation and sick leave upon approval of the Sheriff or his designee. Deputies will remain on probation for twelve (12) months from date of hire.

SECTION 29. FILLING VACANCIES.

- A. A vacancy is a vacant bargaining unit position that the ~~department~~ Sheriff's Office decides to fill.
- B. Promotional opportunities/vacancies within the bargaining unit will be posted in ~~departmental~~ Sheriff's Office bulletin boards for a period of seven (7) calendar days. Qualified employees interested in being considered for the vacancies will submit a written request prior to the application deadline. If an employee is on approved leave during the posting period the employee will be allowed to apply immediately upon return to duty if done prior to the testing date.
- C. Qualified employees who submit a timely application may compete in the promotional process.
- D. The process will consist of a written examination, a structured oral examination and/or practical examination. The written examination will require a passing score of 70%. Employees who pass the written examination may proceed to the structured oral and/or practical examination. The oral examination shall include a review of the employee's performance evaluation.
- E. Should less than two employees attain a score of 70% or higher, the Sheriff may waive the passing score and allow the two (2) individuals with the highest grades to proceed to the oral examination.
- F. Employees who participate in the written and oral examinations will be ranked in order of combined scores, the selection for promotion will be made from the top two (2) deputies on the promotional list.
- G. The written examination will be a validated examination.
- H. Employees that are promoted will perform all of the duties and fulfill all the responsibilities of the position of Sergeant and will not be able to hold an office in the Association.
- I. The promotional list will remain in effect for twelve (12) months.

SECTION 30. STAFFING.

It is recognized that it is the right of the Employer to determine the number of employees to be employed in each job classification. The Association supports attempts to insure that sufficient personnel and resources are available to accomplish the delivery of timely and safe services to the citizens of Lincoln County.

SECTION 31. LINCOLN COUNTY AND SHERIFF'S OFFICE ~~DEPARTMENT~~ RULES AND REGULATIONS.

The County and the ~~Department~~ Sheriff's Office may amend or expand the current rules and regulations which directly affect or may affect bargaining unit employees provided provisions of this contract or any Memorandum of Understanding are not violated.

The County and the ~~Department~~ Sheriff's Office will provide a written copy (only one set) of the current or amended rules and regulations, or policies and procedures to each employee. The Association President shall be provided a written copy of any and all anticipated amendments to regulations and will be provided with the opportunity to respond in writing within five (5) days prior to implementation unless the change is due to an emergency situation.

SECTION 32. PERSONNEL FILE.

Personnel files are the property of the County. Personnel files represent the employment history of the employees and shall not be purged except by order or decision of a court or arbitrator of competent jurisdiction.

For employee discipline that are filed in a Deputies personnel file, counseling, oral and written reprimands will not be used against him/her when promoting to Sergeant, or selected to Detective, or Lincoln County Narcotics Unit after one year of the infraction.

SECTION 33. UNIFORMS

It is understood by the parties to this Agreement that the Sheriff establishes uniform regulation of the ~~Department~~ Sheriff's Office. All Deputies will be paid a uniform allowance of \$50.00 per month, payable quarterly by Lincoln County. The Deputies will be responsible for purchasing the assigned uniform and its upkeep. Should the Deputies uniform appearance become unacceptable the Sheriff or his designee may take disciplinary action on the Deputy.

Lincoln County will provide bullet resistant vests to deputies as needed. Deputy will be responsible for: handcuffs, leather gear, jacket, hats or caps (Sheriff or his designee will designate color and type). The Sheriff will set the standards for firearms and uniforms.

All Deputies will wear Silver Tan uniform shirt or Polo, TDU Green pant for patrol and tan duty boots, tan Molly vest that is approved by the Sheriff. Class A uniform will be black Cowboy Hat, Silver Tan Uniform shirt. Forest Green pants, Black tie, Black leather Duty belt and Black Boots with bullet resistant vests worn underneath the uniform shirt. Class A uniform can

also be worn for normal patrol by those who wish with black boots and cowboy hat.

SECTION 34. FIREARMS.

Firearms regulations of the ~~Department~~ Sheriff's Office prescribed in the Standard Operating Procedures Manual or General Order, effective July 1, 1996, shall remain in full force and effect for the term of this agreement. Employees who carry a firearm shall be required to remain certified as required by the New Mexico Law Enforcement Academy. The County shall purchase and issue a service weapon and related leather gear which shall be used by all Sheriff's Deputies and shall provide training two (2) times a year. All remaining clothing and related gear required to be used by Deputies shall be specified in the Lincoln County Sheriff's ~~Department~~ Office Standard Operating Procedures Manual.

SECTION 35. COMPENSATION.

A. Sheriff's Deputies Pay Plan:

Non-Probationary

<u>Min. Rate</u>	<u>Max. Rate</u>
\$22.8699 \$23.3757	\$30.3398 \$32.1874

UNCERTIFIED DEPUTY. Until certified and off FTO - \$23.3757 per hour.

DEPUTY I. ~~1. Uncertified Deputy or e~~ Certified with 100 hours of advanced training - ~~\$23.3757~~ \$24.0769 per hour.

DEPUTY 1.5 Certified with 150 hours of advanced training - \$24.7992 per hour

DEPUTY H. ~~2~~ Certified with ~~0-12~~ 24 months experience Law Enforcement and 100 hours of advance training - ~~\$25.1053~~ \$25.8584 per hour.

DEPUTY 2.5 Certified with 150 hours of advanced training - \$26.6341 per hour

DEPUTY III. ~~3~~ Certified with 24 ~~25~~ to 60 months experience in Law Enforcement and 200 hours of advanced training - ~~\$26.8498~~ \$27.6552 per hour.

DEPUTY 3.5 Certified with 300 hours of advanced training - \$28.4849 per hour.

DEPUTY IV. ~~4~~ Certified with ~~60~~ 61 to 120 months Law Enforcement experience and over 400 hours of advanced training - ~~\$28.5856~~ \$29.4431 per hour.

DEPUTY 4.5 Certified with 450 hours of advanced training - \$30.3264 per hour.

DEPUTY V. Certified with ~~120~~ 121 months experience in Law Enforcement and over 500 hours of advanced training - ~~\$30.3398~~ \$31.2499 per hour.

DEPUTY 5.5 Certified with 600 hours of advanced training - \$32.1874 per hour.

All advanced training must be recognized by the New Mexico Law Enforcement Academy.

SECTION 36. DUES CHECK OFF.

- A. There shall be no solicitation of Association membership during County paid time.
- B. The County will, for the duration of this agreement, make dues deductions from bargaining unit employees who sign voluntary dues deduction authorization forms. Such deduction will be made each pay period in the amount identified by the President of the Association and must be submitted to the County payroll office at least ten (10) days prior to the effective date of the deduction. The County will forward the dues withheld to the Association.
- C. The Association shall indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the County for the purpose of complying with this section.

SECTION 37. COPIES OF THE AGREEMENT.

An original hand executed master copy of the Agreement will be provided to each party and each party is responsible for reproducing and distributing copies to their constituents.

SECTION 38. CONTRACT INCLUDES ENTIRE AGREEMENT.

The parties agree that they have had the opportunity to negotiate on all issues introduced for negotiations and it is understood and agreed by and between the parties, hereto, that this Agreement is the complete agreement between the parties and replaces any and all previous agreements. The County and the Association may upon mutual agreement negotiate a Memorandum of Understanding (MOU) which may change the provisions of this contract.

SECTION 39. SAVINGS CLAUSE.

Should any part of this agreement or any provision contained herein be declared invalid by a District Court of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties may meet to negotiate suitable provision or replace the provision held invalid.

SECTION 40. TERM OF THE AGREEMENT.

- A. This agreement shall be effective the 1st full pay period following ratification/approval of the bargaining unit membership and the County Commission and the signature of the

Agreement by the President of the Association; the County Manager; and the Chairman of the Board of Commissioners. This Agreement shall remain in full force and effect through June 30, 2024.

- B. The Association shall provide written notification of the Association's intent to either accept the general wage and benefit increase provided to non-bargaining unit employees or to open negotiations for the following year. The parties agree that collective bargaining shall occur between the dates of March 1st and April 30th (of each year). If the choice is to open negotiations the Association and the County will be limited to negotiating on wages and three (3) non-economic issues each. If the choice is to accept the general increase granted to non-bargaining unit employees ("Evergreen Clause") the collective bargaining agreement expiration date shall be extended for an additional twelve (12) months.

SECTION 41. SIGNATURES.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of ____, 2023.

**LINCOLN COUNTY DEPUTY
SHERIFF'S ASSOCIATION**

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

**BRYCE BAILEY
PRESIDENT**

**TODD F. PROCTOR
CHAIRMAN**

**MICHAEL WOOD
SHERIFF**

**IRA PEARSON
COUNTY MANAGER**

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. 14

SUBJECT:

Discussion and Direction Regarding Federal Government Relations and Lobbying Services

Thursday, September 7, 2023



CAPGOV PROPOSAL & PROFESSIONAL SERVICES FEE AGREEMENT

FOR

FEDERAL GOVERNMENT RELATIONS & LOBBYING SERVICES

RESPECTFULLY SUBMITTED FOR CONSIDERATION TO

LINCOLN COUNTY, NM

JUNE 26, 2023

INTRODUCTION

Capitol Government Solutions, LLC (CAPGOV®) is a full-service government relations firm in Washington, D.C. Our offices are located on Capitol Hill, a short walk from the U.S. Capitol.

CAPGOV advises its clients through the legislative and executive processes to accomplish each client's specific objective(s): whether the client's aim is federal funding, legislative, policy, procurement, federal agency disputes or regulatory/rulemaking. CAPGOV specializes in helping its clients secure federal funding to meaningfully offset the cost of priority projects. To date, CAPGOV has secured over \$3.5 billion in direct federal funding for its clients.

CAPGOV is uniquely qualified and positioned to help Lincoln County maximize its federal funding and resolve matters that touch the federal government. CAPGOV has strong ties to New Mexico and has experience working on a broad range of issues in the state. As such, CAPGOV enjoys strong, well-established relationships with the New Mexico federal delegation. CAPGOV will work closely with Lincoln County to develop and execute multi-pronged, politically tuned strategies to build robust support in Congress for the County's objectives.

Based on a series of consultations with Lincoln County, CAPGOV has a general understanding of several County priorities with respect to the federal government, including:

1. Secure federal funding for—and otherwise address matters associated with—pole replacement to facilitate broadband expansion in the County;
2. Resolve matters related to FEMA funding intended to benefit Lincoln County that is currently being withheld at the state level;
3. Secure federal funding to expand water storage capacity of each of the County's fire stations; AND

INTRODUCTION (continued)

4. Secure funding for an “emergency services” structure/facility to accommodate first responders in the event of future fire or other emergencies.

CAPGOV has extensive experience working through similar issues and has successfully secured federal funding for like projects. For each priority, CAPGOV can assist Lincoln County to meaningfully increase the likelihood of success. A brief, high-level overview of CAPGOV’s initial approach to assist the County is provided below. The approach will be adjusted as needed, as CAPGOV and the County move through the process for each initiative.

1. Pole Replacement

Federal funding is available to the County to help cover the cost of pole replacement. Federal funding opportunities include competitive grants, congressional directed spending and community funded projects, e.g. earmarks. Additionally, there are political and oversight levers the County can pull to bring down the cost of pole replacement by tactfully applying congressional pressure and bring certain matters to the attention of the FCC. In CAPGOV’s experience with rural broadband expansion, this approach has a positive result for the client. CAPGOV will also review the program requirements under which the broadband expansion is being funded to confirm such costs can lawfully be passed on to the County.

2. FEMA Funding

FEMA funding that has been appropriated by congress to benefit Lincoln County’s fire recovery. Currently, this federal funding is being withheld by the state of New Mexico. This is an unfortunate—but not terribly uncommon—situation when federal funds intended to benefit counties and other local governments are administered by the state. The most effective paths forward include: (1) working with congressional in-state staff to apply pressure on the state; (2) redressing the matter with FEMA officials in Washington, DC with the intention of having FEMA headquarters exert pressure via oversight mechanisms on the state to release funds to the County; and (3) passing federal congressional bill language instructing the state to release the funds to Lincoln County. Through one or a combination of these efforts, CAPGOV can work with the County to ensure that those funds are released by the state.

3. Fire State Water Storage

There are a couple of competitive grant programs available to local governments to fund emergency services projects such as this. It is likely that such projects will either be expanded or more robustly funded given the prevalence of fires across the country—the West in particular. In addition to competitive the grants that CAPGOV will help identify, advise on and secure political support for, there are at least two federal budget accounts eligible for congressional directed spending and community funded projects that can fund this effort. CAPGOV specializes in congressional legislative funding. CAPGOV will execute most of the work on behalf of the County for this year-long process.

4. Emergency Services Facility

This project is more complicated to fund through federal competitive funding. The project is eligible, however, for funding under at least one federal budget account open to congressional directed spending and community funded projects, e.g. earmarks. While the path to funding is narrower, CAPGOV is confident that by working closely with key congressional staff in Washington, D.C., CAPGOV can ultimately help the County secure federal funding for this important project.

Nothing is guaranteed when working with congress and federal agencies. That said, given the scope, scale and specifics of the County’s federal objectives outlined herein, CAPGOV conservatively expects that the County will see 900% return on investment within 24 months, if not sooner. CAPGOV welcomes the opportunity to leverage its experience and relationships to benefit Lincoln County.

CAPGOV PERSONNEL

CAPGOV associates have worked for Congress, for the Pentagon, the State Department and other Executive Agencies. As such, our team consists of legislative and policy experts that have extensive experience in representing clients across the entire gambit of federal processes. The impressive education, training and career experiences of our team are not, however, what primarily sets us apart from the competition. There are many capable, experienced and well-credentialed government relations firms in Washington. What sets CAPGOV apart is our level of dedication to our clients' federal agenda and an unparalleled commitment to spending the necessary time and energy required to ensure every potential opportunity is seized. This approach provides our clients with a distinct competitive advantage in the process.

PERSONNEL TO BE ASSIGNED TO LINCOLN COUNTY

Nick Crockett, CAPGOV President & Founding Principal

Mr. Crockett will personally oversee and perform essentially all substantive work on behalf of the County. CAPGOV staff will play a support role. Mr. Crockett will seek his team's advice and counsel when their expertise or contacts will benefit the County.

Considering Lincoln County's anticipated Washington agenda, Mr. Crockett has the requisite experience and relationships with relevant members of Congress, their staff, congressional committee staff and relevant federal agency personnel. Mr. Crockett is prepared to leverage these contacts and relationships developed over the past twenty years to advance the County's objectives.

Mr. Crockett's Bio is provided on the following page.

Greg Seeley, CAPGOV New Mexico In-state Director of Federal Funding

Mr. Greg Seeley will assist Lincoln County with federal matters as needed. For example, when in person interactions with New Mexico-based congressional staff will advance the County's priorities, Mr. Crockett will likely rely on Mr. Seeley.

BIO

Mr. Nicholas L Crockett, President & Founding Principal

As President and founding principal of Capitol Government Solutions, Mr. Crockett will direct all efforts to ensure that Lincoln County's federal priorities are advanced in a proactive and strategic manner. Since establishing the firm in 2007, Mr. Crockett's federal relations practice has concentrated on representing small businesses, nonprofits and public entities such as municipalities, public utilities, transportation authorities and institutions of higher education.

Mr. Crockett's practice focuses on helping his clients secure federal funding. Additionally, Mr. Crockett advises clients through federal executive agency and congressional processes, develop and implement federal strategies to achieve policy and legislative objectives, pass Congressional authorizations and attain (at the administrative/agency level) favorable administrative rulemaking and official guidance.

Mr. Crockett has secured more than \$3.5 billion for his nonprofit clients over the past 15 years.

Prior to establishing Capitol Government Solutions, Mr. Crockett was a partner at the D.C. law and lobbying firm, Lee & Smith, PC. During his tenure at Lee & Smith, Mr. Crockett served as the firm's Director of Legislative and Policy Initiatives.

Over the past twenty years, Mr. Crockett has been actively involved in the political process and has worked in key positions on numerous political campaigns and on Capitol Hill.

Mr. Crockett earned a Bachelor of Arts with Distinction from the University of Virginia, double majoring in Spanish Literature and in Latin American Political Science, with a minor in Economics. Mr. Crockett also received a Juris Doctor from the University of Virginia. He is a frequent lecturer on the federal legislative process for organizations across the country. Additionally, Mr. Crockett provides training and counsel to clients and to D.C. lobbying firms regarding federal lobbying disclosure law, ethics and best practices. Mr. Crockett, with his wife and children, currently split their time between family homes in the Shenandoah Valley and Washington DC area.



SCOPE OF SERVICES

CAPGOV shall provide all effort and materials necessary to pursue Lincoln County's legislative objectives in Washington, D.C. Lincoln County personnel shall have access to CAPGOV Washington, DC offices, as needed.

- CAPGOV will, under the Direction of the County Manager, coordinate and oversee all of the County's federal lobbying activities in Washington, DC;
- CAPGOV will advise the County Manager and County Commissioners on federal matters;
- CAPGOV will monitor for federal funding opportunities, including "programmatic" funding, congressionally directed spending (Senate), Community Funded Projects (House) competitive grants and other federal programs that align with the County's needs and objectives;
- CAPGOV will perform the necessary legislative research, identify federal budget accounts and other opportunities that further the County's priorities;
- CAPGOV will assist and advise the County in drafting, preparing and submitting federal congressional appropriations requests, including: Programmatic Requests (budget plus-ups), Congressionally Directed Spending and Community Funded Projects;
- CAPGOV will, on behalf of the County, formally submit and brief professional congressional staff in Washington, DC on the County's direct appropriations requests to Senate and House offices in support of the federal funding initiatives the County pursues;
- CAPGOV will shepherd congressional appropriations request(s) through the year-long federal appropriations process including at the following stages: individual member offices, corresponding House and Senate appropriations subcommittees, House and Senate full committee mark-up, the Conference Committee level, through to the President's signature;
- CAPGOV will review grant solicitations or other government programs to determine eligibility requirements and advise Lincoln County on actions that must be taken to ensure compliance and a timely submission;
- CAPGOV will work with County personnel to determine how to assemble the most competitive proposal/application possible;
- CAPGOV will help map out a working timeline and ensure the various required components of the agenda are executed on schedule;
- CAPGOV will assist the County to create a politically calibrated narrative to help leverage political support for its requests;
- CAPGOV will schedule congressional visits and accompany County representative to Capitol Hill to advocate for County priorities;
- CAPGOV will secure political support from Congressional offices, such as formal congressional letters of support for the County's competitive grants or other federal programs, as appropriate;
- CAPGOV will work with project stakeholders, as warranted, in order to leverage any potential coalition's political capital to increase the competitiveness of Lincoln County requests;

SCOPE OF SERVICES (continued)

- CAPGOV will work with the County to acquire letters of support from important local, state and regional partners when doing so will increase the likelihood of success;
- CAPGOV will make agency inquiries as needed;
- CAPGOV will assist the County with agency or congressional inquiries made prior to award announcement;
- CAPGOV will assist County officials with post-award management issues that ensue; and
- CAPGOV will provide other reasonable, related assistance to Lincoln County.

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CONTRACT DETAILS & DISCLOSURES

DISCLOSURE REGARDING “LOBBYING” ACTIVITIES

The Federal Lobbying Disclosure Act of 1995, as amended, and the Honest Leadership and Open Government Act of 2007 require that CAPGOV make certain disclosures to the U.S. Senate and the U.S. House of Representatives including any fees and costs which are incurred for “lobbying” as defined by federal law. These are public documents. Under the Byrd Amendment, federal monies may not be expended to pay for “lobbying” activities. For example, lobbying fees may not be paid out of the proceeds of a federal transaction and must be paid with non-Federal dollars. CAPGOV will register, track, monitor and report all lobbying activity on behalf of Lincoln County and file Quarterly LD-2 Reports with Congress, in strict compliance with federal law, LDA Guidance and best practices.

DISCLOSURE OF POTENTIALLY RELEVANT, CURRENT/RECENT CLIENTS

Space Dynamics Laboratory (Albuquerque, NM and Logan, UT)
Town of Mountainair, NM
New Mexico Trade Alliance
Rockbridge County, VA
Lexington, VA
Buena Vista, VA
BARC Electric Cooperative (Virginia)
BARC Connects (Broadband) (Virginia)
Maury Service Authority (Virginia)
North Dakota State University
City of Orem, UT
Park City, UT
Utah Transit Authority
Utah State University
ARUP Laboratory (University of Utah)
Snow College (Utah)
Municipal Water Districts of Orange County, CA
KalVista Pharmaceuticals, Ltd. (U.K.)
Livewire Innovation, Inc. (Utah)
Elinor Coatings, LLC (North Dakota)

CONTRACT FEE

CAPGOV is mindful that Lincoln County has limited resources and is a trusted steward of the public's tax dollars. The proposed pricing reflects this sensitivity. CAPGOV's approach when pricing this Proposal is simply: what is the lowest possible price CAPGOV can offer Lincoln County while still providing CAPGOV's trademark level of service and dedication?

With respect to Lincoln County—given Mr. Crockett's established relationships and extensive experience working with the New Mexico congressional delegation and their staff, coupled with Mr. Crockett's applicable experience working on similar initiatives—CAPGOV is prepared to offer its services at a reduced cost. From time to time, CAPGOV will take on a client such as Lincoln County at a reduced fee out of a commitment to help entities that stand to benefit from federal representation but are sometimes deterred by the prohibitive market rate of such services.

CAPGOV will provide Washington Representation (lobbying and non-lobbying consulting), in accordance with the Scope of Services, at the fixed-fee retainer rate of \$4,999 per month (\$59,988 annually) paid in monthly installments. This amount represents a 40% discount compared to what CAPGOV would typically charge for comparable representation.

Of this amount, \$49,988 will be for "lobbying" services as defined by federal law.

BILLING & PAYMENT

A fixed-fee retainer is standard in the federal lobbying /consulting profession. Fixed-fee agreements enable clients to budget for lobbying and related expenses and remove what would otherwise be significant fee fluctuations and the uncertainty that are inherent to hourly billing agreements.

A Services Summary will accompany CAPGOV's monthly Invoice. CAPGOV's Services Summary and corresponding Invoice will be transmitted by the first business day of each month following the month of completed services. For example, services rendered during the month of July will be reported and billed to the County by the first business day of August. It is expected that Lincoln County will pay Invoices within thirty (30) days of receipt.

EXPENSES

The Contract Fee includes all expenses reasonably related to executing this Agreement's Scope of Services. This amount includes all reasonable expenses related to representing the County, including travel to Lincoln County from Washington, D.C. once annually. If the County requires Mr. Crockett to travel outside the DC area more than once per contract cycle, then those additional travel expenses shall be borne by the County.

RENEWAL

This contract will be eligible for renewal after a period of one year. If there is no indication of a desire to terminate the contract after one year, this contract will automatically renew pursuant to the terms outlined in this Agreement. Upon renewal, the Contract Fee will increase by five percent (5%) each year.

TERMINATION

Both parties have the right to terminate the contract upon ninety (90) days written notice to the other party.

ACCEPTANCE

If the foregoing arrangements is acceptable, please indicate by signing and returning this Proposal and Fee Agreement. By signing this Proposal and Fee Agreement you represent that you are a duly authorized representative and have the authority to execute this agreement on behalf of the County. This Agreement shall be binding upon Capitol Government Solutions, LLC and Lincoln County, NM. Once signed, this Proposal will constitute a Fee Agreement, which can be modified at any time by mutual consent. It is anticipated that this Agreement will take effect upon execution.

I am delighted by the prospect of representing Lincoln County. If you have any questions or would like to discuss any aspect of this Proposal or Fee Agreement, please do not hesitate to contact me.

Respectfully submitted,



Nicholas L. Crockett
President & Founding Principal
Capitol Government Solutions, LLC

ACCEPTED AND AGREED TO:

By: _____
Lincoln County, NM

Name: _____

Title: _____

Date: _____



County of Lincoln

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

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AGENDA ITEM NO. 15

SUBJECT:

Discussion and Direction Regarding a Grant Writer Position for the County of Lincoln

Thursday, September 7, 2023



County of Lincoln

109 Kansas City Road Ruidoso, New Mexico 88345 * (575) 258-8533

www.lincolncountynm.gov

LINCOLN COUNTY

SALARY: \$50,000

GRANT DEVELOPMENT & COMPLIANCE SPECIALIST

JOB DESCRIPTION:

The Grant Development & Compliance Specialist position performs high-level professional work related to grant seeking, grant writing, and coordinating grant management activities on a Countywide basis. Grant seeking and grant writing activities may include any or all the following: Researches, develops, writes, prepares, and submits grant proposals and loan applications to support projects and programs; develops and maintains systems to track grant and related programs and funding status; researches and collects applicable data, documentation, and statistics required to support grant applications, recordkeeping, and reporting requirements; provide technical assistance and training to departments in grant writing, preparation, and management; develop and implement administrative procedures and controls for grant application process; facilitate interdepartmental coordination and communication on multi-departmental grant projects to ensure that grants are processed and administered in a timely manner and according to grant requirements; provide technical expertise in determining grant compliance requirements.

The Grant Development & Compliance Specialist position also works closely with other County departments, (example: Financial Services Administration and Accounting) to accomplish the following goals: policy, process and procedure development for financial administration of grants; provide training and technical assistance in financial aspects of grant management and grant compliance; facilitate interdepartmental coordination when processing grant payments and reimbursements; maintain centralized reports of Countywide grant activity (grant applied for, grants awarded, grants closed, etc.); program evaluation and auditing, as well as financial analysis and tracking of grant funds. The Grant Development & Compliance Specialist position has significant responsibility for reporting grant activity and progress to County management. The position will work closely with the County Manager's Office to provide ongoing status updates and reports and will work with various department directors throughout the County to provide technical assistance and advice in matters related to grant administration and management.

This position will serve as the central contact position for online grant application submittals and reporting to funding agencies regarding grants and will maintain a central "gate keeping" function for County access to grant resources and reporting as required by funding agencies.



County of Lincoln

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DUTIES AND RESPONSIBILITIES:

Researches, develops, writes, prepares, and submits grant proposals and loan applications to support projects and programs; develops and maintains systems to track grant and related programs and funding status; researches and collects applicable data, documentation, and statistics required to support grant applications, recordkeeping, and reporting requirements.

Reviews and discusses funding needs with staff to determine feasibility of grant-funded assistance; develops goals and objectives for funding departmental programs and activities and identifies staffing, equipment, facility, and other related program needs to support strategic efforts.

Coordinates and monitors the administration of grant programs to include policy, contract, and program development, data collection and analysis, and facilitation of jurisdictional coordination; reviews grant financial requirements and accounting information to monitor and maintain fiscal compliance requirements.

Researches and recommends policies and procedures relating to applicable regulations, programs, grant application and administration to ensure compliance; develops, organizes, and conducts grant training for employees responsible for grant applications and administration to ensure consistent and accurate information is communicated and tracked.

Establishes and maintains complete files on all grants and contracts entered by the County

Establishes and maintains personal contact and relationships with Federal, State and foundation contacts and program officers

Works to increase grant-related revenue streams for the County.

Investigates, researches, and analyzes legislation relating to federal, state, and local grant programs.

Coordinates and participates in county and other governmental meetings related to grant needs and applications.

Prepares monthly reports on funded and non-funded project status.

Provides answers to inquiries from the public, department administrators, County employees, or other individuals requesting assistance.

Performs related duties as required.



County of Lincoln

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www.lincolncountynm.gov

MINIMUM QUALIFICATIONS:

High School diploma and two (2) years of experience in finance, related field, and or program and grant compliance activities. A combination of education, experience, and training may be applied in accordance with Lincoln County policy.

KNOWLEDGE, SKILLS, & ABILITIES:

Knowledge of the principles and practices of public and business administration.

Knowledge of the organization, functions, and activities of the various sectors of the County, and those of other governmental agencies.

Knowledge of basic accounting principles and procedures.

Knowledge of research techniques and the sources and availability of current information.

Knowledge of governmental accounting, financing, auditing, and expenditure control systems and procedures.

Possess excellent interpersonal and communication skills to deal with the public.

Superior verbal and written communication skills

Ability to handle confidential matters with utmost integrity.

Ability to initiate and install administrative programs and procedures and to evaluate their effectiveness.

Ability to prepare meaningful and informative special and regular financial and statistical reports.

Ability to exercise sound judgment in analyzing facts and arriving at conclusions.

Ability to establish and maintain effective working relationships with fellow employees and the general public.

Ability to follow complex oral and written instructions.



County of Lincoln

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AGENDA ITEM NO. 16

SUBJECT:

On-Call Construction Contract Awards

- a. Lower Eagle Creek Culvert Replacement
- b. Palo Verde Slopes Drainage Improvements and Culvert Replacement

Thursday, September 7, 2023

August 30, 2023

Ira Pearson, Lincoln County Manager
300 Central Ave.
P.O. Box 711
Carrizozo, NM 88301

Re: Lower Eagle Creek Drainage Improvement Phase 1 -Construction Award Letter of Recommendation

Dear Mr. Manager Pearson:

Wilson & Company (Wilson) has finalized the construction drawings and specifications for the Lower Eagle Creek Drainage Improvement Project in accordance with the area drainage master plan and we have prepared a scope of improvements aligning with the available project budget. The project generally consisting of the following:

- Three major culvert structure replacements:
 - Structure no. 4: (4) new 24" diameter arch equivalent culverts.
 - Structure no. 5: (3) new 24" diameter arch equivalent culverts
 - Structure no. 7: (2) new 3 ft. x 7 ft. concrete box culverts.
- One new culvert structure:
 - Structure no. 6: (4) new 24" diameter arch equivalent culverts.
- Roadway reconstruction and roadside swale grading in the areas of culvert replacement.

Procurement & Project Costs:

This project may be procured under the Lincoln County Construction On-Call Contract that was approved by the Board of County Commissioners on March 1, 2023, and awarded to both Mesa Verde Enterprises Inc., and Renegade Construction LCC, (Renegade). Renegade provided the lowest bid prices with respect to this project, as such Wilson has coordinated with Renegade and developed the attached schedule of values in accordance with the terms and conditions within the Construction On-Call IFB No.22-23-04. The total construction contract amount is \$617,586.14 (including NMGRT) and is within the current project funding.

Construction Schedule:

Renegade may begin mobilization on September 18, 2023. The construction contract time will be set at 60 working days. Material procurement and production lead time may affect the schedule. Wilson will provide updates as they the material schedule becomes available.

Award Recommendation:

Wilson & Company recommends consideration of approving the Lower Eagle Creek Drainage Improvement Phase 1 Construction Contract to Renegade Construction LCC, in the amount of \$617,586.14 (including NMGRT).

Next Steps Upon Approval:

- Wilson will prepare and assist the County in executing an industry standard owner & contractor agreement.
- County to issue a Purchase Order to Renegade.

- Wilson shall issue a Notice to Proceed to Renegade.
- Wilson will prepare and present a construction management task order to the County Manager.

Thank you and if you have any questions, please feel free to contract me at my cell no. 575-652-2998.

WILSON & COMPANY



Eric Hamilton, PE, CFM
Engineering Manager

Cc: Jeff Honeycutt, Lincoln County Road Superintendent
Toni Foligno, Lincoln County Chief Procurement Officer
Janett Herrera, Road Department Administrative Assistant

Attachments:

- 1) Lower Eagle Creek Construction Schedule of Values
- 2) Project Funding & Cost Analysis

STRUCTURE NUMBERS: 4, 5, 6 & 7.

*THE ABOVE PRICING IS IN ACCORDANCE WITH THE LINCOLN COUNTY ON-CALL CONSTRUCTION INVITATION TO BID NO. 22-23-04.

DETOUR ROAD ITEMIZED LIST							
	1	203000	UNCLASSIFIED EXCAVATION - CUT TO COMPACTED FILL	C.Y.	19	\$ 11.79	\$ 224.01
	4	203100	BORROW	C.Y.	214	\$ 41.93	\$ 8,973.02
	10	303140	BASE COURSE 4"	S.Y.	464	\$ 18.60	\$ 8,630.40
	47	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS - TREE REMOVAL (REMOVE AND DISPOSE)	EACH	2	\$ 580.65	\$ 1,161.30
	-	-	INSTALLATION, REMOVAL AND SALVAGE OF OWNER PROVIDED 36" CULVERT PIPE	L.F.	40	\$ 161.10	\$ 6,444.00
	-	-	REMOVAL OF DETOUR ROAD AND REGRADING OF CHANNEL	L.S.	1	\$ 9,913.72	\$ 9,913.72
						SUM OF DETOUR ITEMS	\$ 35,346.45

Lower Eagle Creek Drainage Improvements Phase 1: Funding & Cost Analysis			
8/30/2023			
<i>Secured Funding</i>	<i>Total Amount</i>	<i>Grant 75%</i>	<i>Match 25%</i>
NMDOT 2021 County Arterial Program CN L200535	\$ 222,866.67	\$ 167,150.00	\$ 55,716.67
NMDOT 2021 School Bus Route CN L200543	\$ 107,566.00	\$ 80,674.50	\$ 26,891.50
NMDOT 2021 County Cooperative Program CN L200521	\$ 133,333.33	\$ 100,000.00	\$ 33,333.33
NMDOT 2022 County Cooperative Program CN L200563	\$ 133,333.00	\$ 99,999.75	\$ 33,333.25
NMDOT 2022 County Arterial Program CN: L200577	\$ 251,137.00	\$ 188,352.75	\$ 62,784.25
Total Funding	\$ 848,236.00	\$ 636,177.00	\$ 212,059.00
Planning- Geotechnical Engineering & Traffic Analysis	\$ 18,388.30		
Drainage Master Plan & Design Task Order- Wilson & Company	\$ 146,005.75		
Construction Contract Amount Including NMGR @ 5.25%	\$ 617,586.14		
Estimated Construction Management & Material Testing @ 10% of Construction Total. Task Order is Pending.	\$ 61,758.61		
Funding Balance	\$ 4,497.20		

August 30, 2023

Ira Pearson, Lincoln County Manager
300 Central Ave.
P.O. Box 711
Carrizozo, NM 88301

Re: Palo Verde Slopes Drainage Improvement Project Phase 1 -Construction Award Letter of Recommendation

Dear Mr. Manager Pearson:

Wilson & Company (Wilson) has finalized the construction drawings and specifications for the Palo Verde Slopes Drainage Improvement Project in accordance with the area drainage master plan. We have prepared a scope of improvements aligning with the available construction project budget for this phase 1. The project improvements generally consist of the following:

- Location: Stetson Road, Reynolds Drive, Reynolds Circle and Sagebrush Drive
 - Drainage culvert replacements at Roadway intersections-21 total, 1,110 linear ft.
 - Roadway reconstruction the areas of culvert replacement.
 - Driveway Culvert Replacements- 37 Total- 1,170 linear ft.
 - Roadside swale grading- 9,607 linear ft.

Procurement & Project Costs:

This project may be procured under the Lincoln County Construction On-Call Contract that was approved by the Board of County Commissioners on March 1, 2023, and awarded to both Mesa Verde Enterprises Inc., and Renegade Construction LCC, (Renegade). Renegade provided the lowest bid prices with respect to this project, as such Wilson has coordinated with Renegade and developed the attached schedule of values in accordance with the terms and conditions within the Construction On-Call IFB No.22-23-04. The total construction contract amount is \$1,074,826.30 (including NMGRT) and is within the current project funding.

Construction Schedule:

Renegade may begin mobilization in November 2023. The construction contract time will be set at 120 working days.

Award Recommendation:

Wilson & Company recommends consideration of approving the Palo Verde Slopes Drainage Improvement Project Phase 1 Construction Contract to Renegade Construction LCC, in the amount of \$1,074,826.30 (including NMGRT).

Next Steps Upon Approval:

- Wilson will prepare and assist the County in executing an industry standard owner & contractor agreement.
- County to issue a Purchase Order to Renegade.
- Wilson shall issue a Notice to Proceed to Renegade.
- Wilson will prepare and present a construction management task order to the County Manager.

Thank you and if you have any questions, please feel free to contact me at my cell no. 575-652-2998.

WILSON & COMPANY

A handwritten signature in blue ink that reads "Eric Hamilton". The signature is stylized with a large "E" and "H".

Eric Hamilton, PE, CFM
Engineering Manager

Cc: Jeff Honeycutt, Lincoln County Road Superintendent
Toni Foligno, Lincoln County Chief Procurement Officer
Janett Herrera, Road Department Administrative Assistant

Attachments:

- 1) Construction Schedule of Values
- 2) Project Funding & Cost Analysis

PALO VERDE SLOPES PHASE 1: SCHEDULE OF VALUES - 8/30/2023 STETSON ROAD, REYNOLDS DRIVE, REYNOLDS CIRCLE AND SAGEBRUSH DRIVE								
BID LOT NO.	BID ITEM NO.	NMDOT SPEC NO.	ITEM DESCRIPTION	BID UNIT	ESTIMATED QTY	RENEGADE CONSTRUCTION, INC.		
						UNIT PRICE	AMOUNT	
QUANTIFIABLE CONSTRUCTION ITEMS								
2	5	207000	SUBGRADE PREPARATION 6"	SY	2,050	\$	3.44	\$ 7,052.00
2	10	303140	BASE COURSE 4"	SY	1,525	\$	11.58	\$ 17,659.50
1	11	303160	BASE COURSE 6"	SY	550	\$	24.35	\$ 13,392.50
2	100	407000	ASPHALT MATERIAL FOR TACK COAT	TON	1	\$	1,374.34	\$ 1,374.34
2	101	408100	PRIME COAT MATERIAL	TON	1	\$	1,374.37	\$ 1,374.37
2	17	416207	MINOR PAVING TYPE II, HMA SP-IV (3" THICK)	SY	460	\$	49.97	\$ 22,986.20
2	32	570441	24" STORM DRAIN CULVERT PIPE END SECTION	EA	48	\$	1,208.34	\$ 58,000.32
1	33	570461	36" STORM DRAIN CULVERT PIPE	LF	40	\$	263.55	\$ 10,542.00
1	34	570465	36" STORM DRAIN CULVERT PIPE END SECTION	EA	2	\$	3,354.84	\$ 6,709.68
2	42	601000	REMOVALS OF STRUCTURES AND OBSTRUCTIONS - 24" CMP PIPE (REMOVE AND SALVAGE)	LF	2,060	\$	36.53	\$ 75,251.80
2	50	601110	REMOVAL OF SURFACING	SY	475	\$	6.43	\$ 3,054.25
2	51	602000	RIPRAP CLASS "A"	CY	155	\$	396.69	\$ 61,486.95
2	53	602060	RIPRAP CLASS "G"	SY	825	\$	100.98	\$ 83,308.50
2	54	602220	GABIONS (CHECK STRUCTURE)	CY	21	\$	425.28	\$ 8,930.88
1	64	609324	CONCRETE SLOPED CURB AND GUTTER 6" X 24" (MOUNTABLE CURB & GUTTER, TYPE A)	LF	520	\$	38.25	\$ 19,890.00
2	96	STS001	ROADSIDE SWALE GRADING	LF	9,607	\$	12.45	\$ 119,607.15
SUBTOTAL								\$ 510,620.44
NEGOTIABLE ITEMS								
N/A	N/A	601000	REMOVALS OF STRUCTURES AND OBSTRUCTIONS - 36" CMP PIPE (REMOVE AND SALVAGE)	LF	66	\$	98.31	\$ 6,488.46
N/A	N/A	STS007	PINNED CURB	LF	290	\$	40.40	\$ 11,716.00
N/A	N/A	570437	24" STORM DRAIN CULVERT PIPE (CMP)	LF	2,280	\$	128.64	\$ 293,299.20
SUBTOTAL								\$ 311,503.66
QUANITIFIABLE CONSTRUCTION SUBTOTAL								\$ 822,124.10
CONSTRUCTION ENGINEERING								
BID LOT NO.	BID ITEM NO.	NMDOT SPEC NO.	ITEM DESCRIPTION	% RANGE OF PROJECT TOTAL	BID UNIT	ESTIMATED QTY	UNIT PRICE	AMOUNT
N/A	104	201000	CLEARING AND GRUBBING	0%-1%	LS	1	\$ 8,221.24	\$ 8,221.24
	105	603281	SWPPP PLAN PREPARATION AND MAINTENANCE	0%-1%	LS	1	\$ 8,221.24	\$ 8,221.24
	106	608000	TRAFFIC CONTROL MANAGEMENT	0%-3%	LS	1	\$ 24,663.72	\$ 24,663.72
	108	621000	MOBILIZATION	0%-10%	LS	1	\$ 82,212.41	\$ 82,212.41
	109	663049	PRECONSTRUCTION UTILITY SURVEY	0%-1%	LS	1	\$ 8,221.24	\$ 8,221.24
	110	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	0%-3%	LS	1	\$ 24,663.72	\$ 24,663.72
	111	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	0%-3%	LS	1	\$ 24,663.72	\$ 24,663.72
	112	802000	POST CONSTRUCITON PLANS	0%-1%	LS	1	\$ 8,221.24	\$ 8,221.24
	N/A	STS-006	UTILITY ALLOWANCE	N/A	ALLOW	1	\$ 10,000.00	\$ 10,000.00
CONSTRUCTION ENGINEERING SUBTOTAL								\$ 199,088.54
PROJECT SUBTOTAL INCLUDING QUANTIFIABLE CONSTRUCTION ITEMS, NEGOTIABLE ITEMS AND CONSTRUCTION ENGINEERING ITEMS EXCLUDING NMGR								\$ 1,021,212.64
NMGR @ 5.2500%								\$ 53,613.66
PROJECT TOTAL INLCUDING NMGR								\$ 1,074,826.30

*THE ABOVE PRICING IS IN ACCORDANCE WITH THE LINCOLN COUNTY CONSTRUCTION ON-CALL INVITATION TO BID NO. 22-23-04.

Palo Verde Slopes Phase 1 Funding & Cost Analysis 8/30/2023***Secured Funding***

Capital Outlay Appropriation ID F3017	\$ 200,000.00
2022 Colonias Infrastructure Fund-Grant	\$ 900,000.00
2022 Colonias Infrastructure Fund-Loan	\$ 100,000.00
2022 Colonias Infrastructure Fund-Match	\$ 100,000.00
Total Funding	\$ 1,300,000.00

Project Costs

Drainage Master Plan Report - Wilson & Company	\$ 51,759.21
Phase 1 Design Task Order- Wilson & Company	\$ 51,785.72
Construction Contract Amount including NMGRT @5.25%	\$ 1,074,826.30
Estimated Construction Management & Material Testing @ 10% of Construction Total. Task Order is Pending.	\$ 107,482.63
Funding Balance/Contingency	\$ 14,146.14



County of Lincoln

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

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AGENDA ITEM NO. 17

SUBJECT:

11:00 AM 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); and Discussion and Direction Regarding Solid Waste Request For Proposals, Section 10-15-1, Subparagraph (H)(6)

Thursday, September 7, 2023

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

September 7, 2023

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); LIMITED PERSONNEL MATTERS, SECTION 10-15-1, SUBPARAGRAPH (H)(2); AND DISCUSSION AND DIRECTION REGARDING SOLID WASTE REQUEST FOR PROPOSALS, SECTION 10-15-1, SUBPARAGRAPH (H)(6)

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. 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. **Potential Recovery of County of Lincoln Losses from the McBride / Nogal Fires**

11. **Butch’s Properties, LLC v. Vera Cruz Ranches, et al, Cause No. D-1226-CV-2022-00166** A Complaint to Quiet Title was filed on the 18th day of August, 2022 by Attorney William Griffin. Lincoln County was served on the 26th day of August, 2022, and filed its Answer to the Complaint on the 26th day of September, 2022. The case is still pending.

12. **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.

13. **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. The case is still pending.

14. ***Kurtis Grassie v. Michael Wood, Cause No. D-1226-CV-2023-00122** - Loss of employment with the Lincoln County Sheriff's Office commencing on June 23, 2022. Settlement has been reached and final dismissal of the case is pending.

15. **Rex E. Beard v. Michael Wood in his official capacity of the Sheriff of the Lincoln County Sheriff's office, Cause No. D-1226-CV-2023-00169** A Verified Petition for Writ of Mandamus was filed on July 10, 2023 by Attorney Freda Howard McSwane alleging that LCSO Deputies have not been legally sworn in. The case is still pending.

16. ***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. On August 28, 2023, Plaintiffs' filed their First Amended Complaint. The case is still pending.

17. **KC Dorgan and Sara Cummins v. Deputy Levi Wrye, Yancy Darby, Matthew Cude and Lincoln County Sheriff's Department, Cause No. @-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. The case is still pending.

18. **New Horizons Building in Carrizozo, NM**

19. **Deer Park Valley Special Paving Assessments & Delinquencies**

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.

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.

Snodgrass, Joshua – Tort Claim Notice received on November 2, 2022 concerning loss of employment with the Lincoln County Sheriff's Office commencing on June 23, 2022.

2021

White, Lionel Glenn, Jr., and family members and tenants, Ralph Nosker and his family members, Barbara Arthur and her family members, and Barlou, LLC – Tort Claim Notice received September 16, 2021 alleging inundation by water resulting in damages to existing roadways and parking in the Gavilan Canyon Road area which are all located within the municipality of the Village of Ruidoso.

Smokey, Cynthia – On November 8, 2021, Ms. Smokey submitted to the Lincoln County Treasurer's Department a Statement dated 11/2/2021, for "Arbitration Award/monies due for default".

Vonderane, Glenn – Tort Claim Notice received October 19, 2021 alleging personal injury while using a staircase at the Village of Ruidoso public parking lot located at 151 Center Street.



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 18

SUBJECT:

Approval to Negotiate with Potential Solid Waste Provider(s)

Thursday, September 7, 2023



County of Lincoln

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

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AGENDA ITEM NO. 19

SUBJECT:

County Manager

- a. Consideration of Hiring a Temporary County Manager Position
- b. Consideration of Entering into Negotiations for County Manager Position

Thursday, September 7, 2023