

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

REVISED AGENDA

Board of County Commissioners – Regular Meeting

October 17, 2023 @ 8:30am - Commission Chambers in Carrizozo, New Mexico and ZOOM

<https://us02web.zoom.us/j/86507290687?pwd=aXd5UTNQSIRLRWYwVjB3MXhrZGxET09>

Meeting ID: 865 0729 0687

Passcode: 539343

One tap mobile

+12532158782

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
 - a. Pledge – U.S.A. Flag
 - b. Salute – N.M. Flag (“I salute the flag of the State of New Mexico, the Zia Symbol of perfect friendship among united cultures”)
5. Approval of Agenda
6. Approval of Minutes:
 - a. September 7, 2023, Special Commission Meeting
 - b. September 19, 2023, Regular Commission Meeting
 - c. September 27, 2023, Special Commission Meeting
7. Approval of Consent Agenda
 - a. Payroll/Accounts Payable/Budget/ Expenditures
 - b. Treasurer’s Financial Report for the Month ending September 30, 2023
 - c. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
 - d. Lincoln County Detention Center Quarterly Restricted Housing Report: July 2023-September 2023
 - e. Annual Renewal Approval of the Agreement Between the County of Lincoln and Ventura Plumbing, Heating & Cooling for Plumbing Services- RFP 20-21-004

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

Tuesday, October 17, 2023

- f. Annual Renewal Approval of the Contract Between the County of Lincoln and Ventura Plumbing, Heating & Cooling for Heating and Air Conditioning & Preventative Maintenance Services-RFP 20-21-005
 - g. Approval of Resolution 2024-23 a Resolution Supporting Operation Green Light for Veterans
 - h. Approval of National Nurse Practitioner's Week Proclamation for November 12-18, 2023
- 8. Recognition for 40 Years of Service to the County of Lincoln – Charlotte Emmons, Probate Clerk
- 9. Lincoln County Treasurer's Board of Finance – Sherrie Huddleston, Treasurer
- 10. Forest, Land & Natural Resources Matters:
 - a. Smokey Bear Ranger District
 - b. Lincoln County / NMSU Extension Services
 - c. South Central Mountain RC & D
 - d. Upper Hondo Soil & Water Conservation District
 - e. LANRAC
- 11. Consideration and Approval of Newly Amended McBride Fire Emergency Watershed Protection (EWP) Funding in the Amount of \$1,272,500.00
- 12. Discussion and Approval of Appropriation 23-ZH5051-1 in the Amount of \$2,500,000.00 for Infrastructure Upgrade in Response to the McBride Fire in Ruidoso and the County of Lincoln
- 13. Discussion and Direction Regarding Letter of Support to Request the NM State Engineer's Office Perform a New Study of the Upper Tularosa Basin Water Aquifer – Chairman, Todd Proctor and Stirling Spencer
- 14. Lincoln County Detention Center Update – Warden, Ross Castleton
- 15. Lincoln County Medical Center:
 - a. Update – Todd Oberheu
 - b. Discussion and Approval for Local Artist, Michael Fish, to Paint Mural on Hospital Wall – Discussion of Costs
- 16. **9:30 A.M.:** PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)
- 17. **10:00 A.M.:** PUBLIC HEARINGS:
 - a. Consideration of Ordinance No. 2024-02, Repealing Lincoln County Ordinance No. 2020-02, Noisy Water Winery Local Economic Development Act (LEDA) Project RE: Requirements have been completed

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- b. Consideration of Ordinance No. 2024-03, Noisy Water Winery Local Economic Development Act (LEDA) Project to Provide Public Support for Economic Development and to Contribute to the Community's Long-Term Economic Growth and Sustainability, Approval of Project Participation Grant Agreement, and Approval of Intergovernmental Agreement with New Mexico Economic Development Department

18. Approval of Budget Adjustment for FY 23/24 by Resolution 2024-22

19. Approval of Prior Year Invoices:

- a. Memorial Medical Center in the Amount of **\$3,333.45**
- b. Presbyterian Healthcare Services in the Amount of **\$676.00**

20. Public Works:

- a. Consideration and Approval of Refunds to Lodging Tax Vendors Due to Duplicate Payments in the Total Amount of **\$3,084.23**

- i. William D Adams - **\$1,515.55**
- ii. Helen Purselley Estate - **\$447.25**
- iii. Valerie Riefenstahl - **\$404.20**
- iv. Olney Wallis - **\$560.67**
- v. Dennis M. White & Irma L. White aka Whitehouse - **\$156.56**

- b. Approval of Lodgers' Tax Request:

- i. Event: **Billboard on US HWY 380**
Date of Event: **December 27, 2023**
Requester: **Friends of Historic Lincoln**
Amount Requested: **\$5,000.00**

- c. Approval to File Solid Waste Liens:

- i. Kenneth C. Kenney and Lillian DeAnne Kenney- **\$685.78**
- ii. Brian Jaramillo and Kimberly Jaramillo- **\$1,116.56**
- iii. David W. Hightower; Jeff Hightower, Kayla Hightower- **\$1,015.26**
- iv. Carlos Morales- **\$448.76**
- v. Marsha Gayle Nickerson- **\$482.15**
- vi. Franklin Lee Dedon and Cheril Dian Dedon- **\$601.59**
- vii. Ruben Alvarez and Maria D. Alvarez- **\$513.54**
- viii. Cesar Marmolejo or Sulema Marmolejo- **\$513.45**
(Land#1007021 Cesar & Sulema Marmolejo)
(MH#370227 Cesar & Sulema Marmolejo)
- ix. Randal James McQuiller Jr.- **\$448.76**
(Land#1000091 Randal James McQuiller Jr.)
(MH#1008614 Randal James McQuiller Jr.)

- d. Approval to Release and Refile Solid Waste Liens:

- i. Ernest Fant Sanders & Jackie Lou Sanders - **\$2,571.97**

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- ii. Peter Warren Schneider - **\$2,656.90**
- iii. Bob Shapland - **\$2,600.89**
- iv. Ernest Silva, Jr. - **\$2,605.85**
- v. James Andres Smith & Anita Smith - **\$2,604.49**
- vi. James R. Sohl & Jackie Sohl - **\$2,013.47**
- vii. Debrah Stephens- **\$1,984.16**
(Land# 1004968 Debrah Stephens) (MH# 1003232 Debrah Stephens)
- viii. Debrah Stephens - **\$2,015.85**
- ix. Shirley (Harper) Tucker- **\$2,501.98**
(Land# 283620 Shirley Harper Tucker) (MH# 1005780 Shirley Harper Tucker)
- x. Daniel & Irene Vela - **\$2,682.79**
- xi. Harland Webb & Sally Webb - **\$2,605.85**
- xii. Mark P. Westbrook- **\$2,677.98**
(Land# 330860 Mark P. Westbrook) (MH# 222426 Mark Westbrook)
- xiii. George J. Yagel & Priscilla Smith Yagel - **\$2,605.85**

21. Director Reports

22. Discussion and Approval of Policy Promoting Effective Communication Between Elected Officials and Establishing Employee Complaint Procedures, Fostering a Transparent and Accountable Work Environment

23. Approval for the Office of Emergency Services to Purchase Replacement Utility Terrain Vehicle (UTV) for the Hondo Volunteer Fire Department

24. Approval of Award for RFP 23-24-2: Misdemeanor Compliance Officer to Kenneth R. Vega Sr. and Consideration and Approval of Agreement for Professional Services Between the County of Lincoln and Kenneth R. Vega Sr. [Court Compliance Officer]

25. Discussion and Approval of Resolution No. 2024-24 Supporting the New Mexico Counties' 2024 Legislative Priorities

26. Consideration and Approval of Pattern IRB Real Estate Amendments:

- a. First Amendment to Sublease Agreement for \$3,600,000,000 Lincoln County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A.
- b. First Amendment to Lease Agreement for \$3,600,000,000 Lincoln County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A

27. Consideration and Approval to Submit a Letter in Support of the New Mexico Department of Transportation (NMDOT) Speed Control in Lincoln, NM

28. Review, Discussion and Direction Regarding the Management Agreement for the Lincoln County Fairgrounds Between the County of Lincoln and the Lincoln County Fair

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

Association

29. Consolidated Dispatch:
 - a. Discussion and Direction on Whether to Move Forward with Consolidated Dispatch Discussions with the Village of Ruidoso and City of Ruidoso Downs
 - b. Discussion and Direction Regarding Regional Dispatch Authority – Commissioner Mark Fischer
30. Avalon Forest Subdivision Update by Developer, Don Murphy
31. Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinances
32. Lincoln County Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); and Discussion of the Purchase Acquisition or Disposal of Real Property or Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); and Limited Personnel Matters, Section 10-15-1, Subparagraph (H)(2)
33. Approval of Award for RFP 23-24-3 Youth Mentoring Services and Positive Active Programming
34. Approval to Issue an RFP for Replacement of A/C and Heating Units at the Public Health Office
35. Signing of Official Documents
36. Next meeting:
November 21, 2023 – Regular Commission Meeting
37. Adjourn



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 6

SUBJECT:

Approval of Minutes:

- a. September 7, 2023, Special Commission Meeting
- b. September 19, 2023, Regular Commission Meeting
- c. September 27, 2023, Special Commission Meeting

Tuesday, October 17, 2023

COUNTY OF LINCOLN

New Mexico Special Meeting Board of County Commissioners

Todd F Proctor, Chair
Jon F Crunk, Vice Chair

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

Minutes Thursday September 7, 2023

Minutes of the Special Meeting of the Lincoln County Commission held at 8:30 AM on September 7, 2023, in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New Mexico. The meeting was also accessible via Zoom.

1. Call to Order

Chair Proctor called the Special Meeting of the Board of County Commissioners to order at 8:36 AM.

2. Roll Call

Roll Call.

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

Others present included Ira Pearson, County Manager; Alan Morel, County Attorney; and Shannan Hemphill, County Clerk.

3. Invocation

The Invocation was presented by Chair Proctor.

4. Pledge of Allegiance

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

5. Approval of Agenda

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

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

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

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

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)**

Motion: To close the meeting for the purposes of an Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); 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), **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Fischer.

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

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

Chair Proctor recessed the Regular Meeting and convened the Closed Session at 8:40 AM.

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 LCSD 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.

Smoley, Cinthia – On November 8, 2021, Ms. Smoley 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.

Chair Proctor adjourned the Closed Session and reconvened the Regular Meeting at 10:01 AM.

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

6. Approval of Alpine Village Sanitation District Mil Levy

Manager Person explained a letter was sent out to all the taxing districts requesting their rates by a certain date, however this one came in late. Treasurer Huddleston stated the rate was lower due to yield control.

Motion: Approve the Alpine Village Sanitation District Mil Levy Rate, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner Fischer.

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

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

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

Attorney Morel stated the rates were not ready to be approved. Treasurer Huddleston explained the Tax rates were not correct, the taxable values don't include exemptions, however this year the exemptions were included. Treasurer Huddleston stated they were showing a higher amount than what would be received. Treasurer Huddleston explained the report showed the amount less the exemptions was \$1,676,714,893, however it should have been \$1,608,842,960 so it was showing \$50,268,317 extra. Treasurer Huddleston explained the tax rates were lowered because of yield control, so they were not a true figure. Treasurer Huddleston requested the agenda item be moved to the next meeting so she could reach out to all entities to explain the rates.

Manager Pearson explained Lincoln County was the only County with this issue and they had no ability to correct it. Manager Pearson explained the Treasurer would need to reach out to all entities and get approval prior to the Commission approving the rates.

Leroy Zamora, Chief Deputy Assessor, apologized on behalf of the office to all who would be affected. Mr. Zamora stated they would write new policy to alleviate the problem in the future.

No action was taken and the item was moved to the next Regular Meeting.

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

Manager Pearson stated there was an increase in revenues from the rental of the fairgrounds house and all the expenditures listed were approved during the prior meeting.

Motion: Adopt Resolution 2024-14, **Action:** Adopt, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

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

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

SEE EXHIBIT A: Copy of Resolution 2024-14 is attached hereto in reference thereto made a part hereof.

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

Manager Pearson questioned if the Commission wanted to submit the ICIP with the same amounts as listed on the internal requests or include inflation costs. Commissioner Serna stated DFA recommended a 30% inflation on the requests. Chair Proctor questioned if there would be any complications with including a 30% increase. Treasurer Huddleston agreed with the increased amount. Commissioner Pfeffer stated his concern about increasing ourselves out of the possible funding opportunity. Commissioner Serna explained it was a planning document.

Motion: Adopt Resolution 2024-15 with a 30% increase, **Action:** Adopt, **Moved by** Commissioner Serna, **Seconded by** Commissioner Fischer.

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

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

SEE EXHIBIT B: Copy of Resolution 2024-15 is attached hereto in reference thereto made a part hereof.

b. Resolution 2024-16 Senior Citizen's Centers

Renee Montes, Senior Center Program Director, stated the quotes as presented were current.

Motion: Adopt Resolution 2024-16, **Action:** Adopt, **Moved by** Commissioner Serna, **Seconded by** Commissioner Pfeffer.

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

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

SEE EXHIBIT C: Copy of Resolution 2024-16 is attached hereto in reference thereto made a part hereof.

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).

Manager Pearson stated it was a good letter and would be signed by the Chair, if approved.

Motion: Approve the Letter Urging Congress to Enact the Affordable Housing Credit Improvement Act of 2023, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Fischer.

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

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

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

Manager Pearson explained the yearly contract with the church in Lincoln and stated it was a \$600 minimum payment and \$50/meeting.

Motion: Approve the Prior-Year Invoice in the amount of \$950, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Pfeffer.

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

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

12. Discussion and Consideration of County Employee Pay Plan

Treasurer Huddleston explained the process which was used to determine the correct tiers and the salary adjustments. Treasurer Huddleston felt the County wouldn't lose money, however they wouldn't have as significant an increase and they would still need to be conservative with the budgets. Billie Jo Guevara, Finance Director, explained the total impact to the general fund in the amount of \$951,000 of re-occurring expenses. Treasurer Huddleston felt it was still sustainable and they would be able to hold the beginning cash balances.

Commissioner Fischer stated going forward they would need to be very careful with financial planning since the revenue stream was in jeopardy. Manager Pearson explained 3/12 is the Counties required reserve and 1/12 is the road department required reserve which sits in the account to cover expenses as an emergency fund. Commissioner Fischer questioned if there would be an opportunity in the future to adjust specific departments and positions as everything gets fine-tuned.

Commissioner Crunk was worried about the insurance problems in the County and worried about the future expenses. Manager Pearson felt the County was still ok even without the windmill monies.

Billie Jo Guevara, Finance Director, stated the contract positions were left out and the tiered plan did not include them as they were done on a contract basis, not as a hired employee.

Commissioner Serna was concerned about the Director positions and stated positions like the Finance Director, Human Resources Director and Public Works Director positions usually had a higher education requirement and years of service which contributed to their pay scale, however that wasn't the case for the current employees. Commissioner Serna felt they could get to the higher pay scale numbers through attrition instead of all at once with the current positions.

Chair Proctor felt it was long overdue and there would always be people who were upset they didn't get what they felt they should. Commissioner Serna felt comfortable with the staff portion of the tiered plan and salary pay, however she was not comfortable with the department heads and directors increases.

Leeroy Zamora, Chief Deputy Assessor, explained they tried to be as fair as possible across the board, however there will always be some upset and some happy.

Sheriff Wood stated, having been involved in the process, he was confident with it and felt comfortable with the way it was done. Sheriff Wood felt comfortable with the numbers as presented and felt the County would be competitive with others around to make sure they get and retain good employees.

Jeff Honeycutt, Road Superintendent, stated he had 8 vacancies with 4 who would submit letters of resignation immediately if the pay was not addressed at this meeting. Mr. Honeycutt felt it was a good starting point, however it may need to be tweaked in the future. Commissioner Serna questioned the Road Foreman increase of \$26,000 as it did not make sense to her. Commissioner Serna questioned if they monitor budgets or write grants or other requirements which would cause such a large increase in pay. Mr. Honeycutt explained it was due to their prior experience. Mr. Honeycutt didn't feel it was fair across the board as he had an employee who had been there for 31 years and they didn't get to see the same benefit. Mr. Honeycutt stated their longevity wasn't rewarded, however he felt it would give a strong starting point going forward and there were tweaks which would need to be made at a committee level in the future.

455 Renee Montes, Senior Services Director, felt it was a fair process to start and it could be adjusted
456 in the future. Ms. Montes did not feel it was personal, it was based on the jobs not the people in
457 the position. Ms. Montes felt this would be beneficial in recruiting and keeping employees. Ms.
458 Montes stated her salary had increased more than anticipated and it could be negotiated if it
459 would help pass the rest of the pay plan.

460
461 Joe Kenmore, Office of Emergency Services Director, stated he had never seen that many
462 directors and elected officials come to a process and agree the way they had done, and he felt
463 that spoke volumes about the staff and what they were trying to accomplish.

464
465 Commissioner Crunk stated they had heard from the department heads and elected officials that
466 the process was the best they could come up with and he felt it would never be perfect as there
467 would always be some who were upset.

468
469 **Motion:** Approve the employee pay plan on the books as presented effective September 16,
470 2023, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Pfeffer.

471
472 Manager Pearson questioned the revised pay plan and what the differences were. Ms. Guevara
473 stated there was not much difference between the two documents.

474
475 Commissioner Crunk withdrew his motion and Commissioner Pfeffer withdrew his second.

476
477 Commissioner Fischer questioned the differences in the revised pay plan. Ms. Guevara admitted
478 she had not reviewed the differences from last month as it was a working document and she
479 stated it is what it is. Ms. Guevara stated the only adjustment she made was at the bottom of the
480 sheet where she adjusted the breakdown with the 3/12 and 1/12.

481
482 Commissioner Fischer stated the original pay plan showed \$721,909, however the newer revised
483 one was \$766,326.26 so there was roughly a \$45,000 increase and the Commission needed
484 clarification. Commissioner Fischer stated he had been in favor of raises for the employees since
485 he started, however he was unable to approve a \$45,000 increase the finance director was unable
486 to explain. Commissioner Fischer felt it could be brought back with clarification for approval at a
487 future meeting. Manager Pearson stated the Treasurer's Office would review the document to
488 determine the changes and hopefully have it approved at the current meeting if they could have
489 a couple minutes to review it.

490
491 Troy Niederstadt, Chief Deputy Treasurer, compared the revised document with what was in the
492 original packet to determine the changes. Mr. Niederstadt explained the OES director's actual
493 salary was too high, so it was adjusted to the correct amount which caused a greater increase in
494 the difference. Mr. Niederstadt explained the Treasurer's Office Deputy II position was off by a
495 few cents on her actual salary which caused a slight increase, the Dispatch II actual salary was
496 lower than what was stated, and the Road Foreman actual salary was higher than what was
497 stated, as they were verified by the Finance Director off the paystub. Mr. Niederstadt stated the
498 benefits were included in the adjustments as well.

499
500 Commissioner Pfeffer reiterated when documents were submitted with revisions, the revisions
501 needed to be highlighted or documented.

502
503 **Motion:** Accept the revised pay plan 9/6/23 as presented, effective on the September 16, 2023
504 pay period, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner
505 Pfeffer.

Vote: Motion passed (**summary:** Yes = 4, No = 1, Abstain = 0).

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

No: Commissioner Serna.

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

Manager Pearson explained at the last meeting the agreement was approved with changes reflecting the Sheriff's Office instead of the Sheriff's Department. Attorney Morel stated the collective bargaining agreed to the changes. Sheriff Wood explained the Field Deputies did not fall within the collective bargaining agreement therefore they would need to be on a resolution in the future to set them at 10% above the others.

Motion: Approve the Collective Bargaining Agreement to be effective September 16, 2023,

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

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

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

14. Discussion and Direction Regarding Federal Government Relations and Lobbying Services

Commissioner Pfeffer stated there were substantial funds available, however the needs of the County had to be kept at the top of the stack instead of getting buried and not seen. Commissioner Pfeffer felt a lobbyist was the best way to keep the needs of Lincoln County visible and at the top of the stack, the County needed someone in person to stay on top of the situation.

Nick Crockett, Attorney and Federal Relations consultant in Washington DC, detailed his prior experiences and some of the needs he could assist the County with if his services were accepted. Mr. Crockett stated he was an expert in the process and kept non-partisan policies. Mr. Crockett explained his office was in Washington DC and only a couple blocks away. Mr. Crockett stated if he was hired he would focus on the process, proximity and persistency, to keep the priorities of the County at the top of the stack and on the front of the minds of those in Washington, to make sure they didn't get lost in the shuffle. Mr. Crockett explained he would work directly with the Manager or the Manager and a Commissioner to make sure they were following protocol and to address the Commissions specific concerns.

Motion: Approve the contract with the understanding the priorities can be adjusted throughout the process, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner Fischer.

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

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

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)- Continued

Motion: To close the meeting for the purposes of an Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); 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), **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Fischer.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Chair Proctor recessed the Regular Meeting and convened the Closed Session at 11:54 AM.

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, 203 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, 203 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, Cinthia – 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.

Chair Proctor adjourned the Closed Session and reconvened the Regular Meeting at 1:03 PM.

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

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

Commissioner Pfeffer commented on the new prospective Manager's Grant writing ability. Commissioner Pfeffer stated they were continuing to try to hire the Public Works Director, however the job description may be changed in the future to incorporate the County Grants. Commissioner Pfeffer stated he had worked with Dora Batista and she did a good job, however he felt there needed to be someone working directly for the County. Commissioner Pfeffer felt the position should be created and discuss a range of salaries, then figure out where the position fit within the County.

Commissioner Fischer explained Ruidoso had about 50 grants and felt the County was way behind in obtaining their own grant funds. Commissioner Fischer explained some details could be discussed with a new Manager once hired to leverage a greater capability. Commissioner Serna stated the Junior Bill funds would expire June 30, 2024, and questioned the best way to disburse the funds, either a grant writer or disbursed to Ms. Batista. Commissioner Serna felt it best to hold off on the Grant Writer position until the Public Works department was revamped. Commissioner Pfeffer would like to have the position created right away with the details to be worked out in the future. Commissioner Fischer supported the position as described but felt it very important to keep it open with the specifics of the qualifications and duties until the County Manager position was filled.

Motion: Approval to Create the Position of Grant Writer with the Job Description and Salary open for discussion in the future, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner Fischer.

Vote: Motion passed (**summary:** Yes = 4, No = 1, Abstain = 0).

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

No: Commissioner Serna.

16. On-Call Construction Contract Awards

a. Lower Eagle Creek Culvert Replacement

Eric Hamilton, Wilson & Co. Project Manager, discussed the contract to Renegade Construction using the County's on-call construction agreement for the lower eagle creek culvert replacement, phase 1. Mr. Hamilton stated it was funded by the NM DOT Local Government Road Fund and the contract price was within the Counties project budget. Mr. Hamilton explained Renegade Construction could begin on September 18, 2023, with completion prior to the end of the year.

Manager Pearson questioned the Funding and Cost analysis and stated the County Gross Receipts went down to 5.25%. Manager Pearson discussed the drainage master plan and design task order and questioned the task order for the project. Mr. Hamilton explained the task order would be presented at the next meeting. Chair Proctor questioned if Renegade was scheduled to begin the Fairgrounds Phase 2 project on September 1, 2023. Mr. Hamilton stated they were going to be pushed back to begin in October instead. Commissioner Fischer stated the intention was to turn the fairgrounds into a year-round event center so the County would need a better clarification on the timeline.

b. Palo Verde Slopes Drainage Improvements and Culvert Replacement

Mr. Hamilton stated the recommendation was to award the contract to Renegade Construction using the on-call contract as well. Mr. Hamilton detailed the drainage improvements requested and the projected costs of the project. Mr. Hamilton explained not all the roadways would see improvements in phase 1, there would be selected ones that would be best to start. Commissioner Fischer questioned if they would be clearing right of ways. Jeff Honeycutt, Road Superintendent stated he was behind the project and detailed the culverts would be upsized as well as the clearing of right of ways. Mr. Honeycutt stated they would start with phase 1 and continue to phase 2 as they progressed. Mr. Hamilton stated they would begin in November. Commissioner Serna questioned the public outreach. Mr. Hamilton stated they would place door hangers and would have daily ingress and egress to all residents. Mr. Hamilton stated at least a culvert crossing would be completed each day.

Motion: Approve the Contract Awards for the Lower Eagle Creek Culvert Replacement and the Palo Verde Slopes Drainage Improvements and Culvert Replacement, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Pfeffer.

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

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

18. Approval to Negotiate with Potential Solid Waste Provider(s)

Attorney Morel stated there were two responses to the RFP and the pros and cons were discussed during the Executive Session.

Motion: Approve the issuance of a contract to Universal Solid Waste pending negotiations between the County Manager and Attorney, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Crunk.

Vote: Motion passed (**summary:** Yes = 4, No = 1, Abstain = 0).

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

No: Commissioner Fischer.

Commissioner Pfeffer questioned the ability to have negotiations highlighted in the contract.

19. County Manager

a. Consideration of Hiring a Temporary County Manager Position

Manager Pearson stated the agenda for the next meeting would be prepared prior to his leaving.

Motion: Appoint Nita Taylor interim County Manager until a new County Manager was hired, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Fischer.

Attorney Morel explained the terms requested by Ms. Taylor were \$120,000 divided into monthly payments plus gross receipts. Commissioner Pfeffer stated he would prefer it if Manager Pearson could continue to be engaged over the next 45-50 days instead of hiring out and having two separate transitions for an interim and a new County Manager. Commissioner Pfeffer felt Nita would be a second transition which would not be needed. Commissioner Fischer worried about the unknown details getting in the way and causing problems.

Commissioner Serna withdrew her motion and Commissioner Fischer withdrew his second. Chair Proctor requested this item be on the next Regular Commission Meeting, if needed.

b. Consideration of Entering into Negotiations for County Manager Position

Commissioner Crunk requested the attorney and manager to enter into negotiations for the new manager position.

Motion: Approval for the County Attorney and County Manager to enter into negotiations for the new Manager Position with Makayla Zonfrilli-Lang, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Fischer.

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

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

911 **20. Next Meeting: September 19, 2023, Regular Commission Meeting**
912
913 **21. Adjourn**
914
915 **Motion:** Adjourn, **Action:** Adjourn, **Moved by** Commissioner Crunk, **Seconded by**
916 Commissioner Pfeffer.
917 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).
918 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
919 Chair Proctor.
920
921 There being no further business to come before the Board of County Commissioners, Chair
922 Proctor adjourned the meeting at 1:49 PM.
923
924 Respectfully submitted by,
925 Shannan Hemphill
926 Lincoln County Clerk

COUNTY OF LINCOLN

New Mexico Regular Meeting Board of County Commissioners

Todd F Proctor, Chair
Jon F Crunk, Vice Chair

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

Minutes Tuesday September 19, 2023

Minutes of the Regular Meeting of the Lincoln County Commission held at 8:30 AM on September 19, 2023, in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New Mexico. The meeting was also accessible via Zoom.

1. Call to Order

Chair Proctor called the Regular Meeting of the Board of County Commissioners to order at 8:37 AM.

2. Roll Call

Roll Call.

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

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

3. Invocation

The Invocation was presented by Commissioner Crunk.

4. Pledge of Allegiance

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

5. Approval of Agenda

Motion: Acceptance of the Agenda with the removal of 12b and 19, and authorized the Chair to move items as necessary, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Pfeffer.

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

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

6. Approval of Minutes:

- a. August 3, 2023, Special Commission Meeting
- b. August 22, 2023, Regular Commission Meeting

Motion: Approve the August 3, 2023, Special Commission Meeting minutes and the August 22, 2023, Regular Commission Meeting minutes as originally provided with the addition of the exhibit on Item 13, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner Crunk.

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

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

7. Approval of Consent Agenda

- a. Payroll/Accounts Payable/Budget/ Expenditures
 - b. Treasurer's Financial Report for the Month ending August 31, 2023
 - c. Approval of Safety Net Care Pool & Indigent Health Care Claims
 - d. Approval of Resolution 2024-17 – Approval of Disposition of Surplus Inventory
 - e. Acknowledgement of Budget Acceptance Letter from the New Mexico Department of Finance and Administration for Fiscal Year 2024
 - f. Approval of Health Council Resolution 2024-18 Recognizing the Lincoln County Community Health Council as the Official Health Planning Body of Lincoln County
 - g. Approval to Appoint Marian Carpenter to the Lincoln Historic Preservation Board
 - h. Approval of Resolution 2024-20 - Repealing Resolution 2023-58 - A Resolution Setting Fees to be Charged by Lincoln County in the Provision of Solid Waste Collection Services
 - i. Approval to File Solid Waste Liens:
 - 1. Rhonda K. Montoya-Gunkel- \$1,203.48 (Land#320800 Rohnda K. Montoya-Gunkel) (MH# 338025 Rohnda K. Montoya-Gunkel)
 - 2. George Roessner- \$672.32 (Land# 205920 Kelli Marable & Kenneth Hinojosa) (MH# 205921 Kelli Marable & Kenneth Hinojosa) (Real Estate Contract)
 - 3. Patricia A. Ford- \$670.50
 - 4. Alejandro Pena Jr. and Jaquelyne Pena- \$572.32
 - 5. Shannon Shay Griffin- \$612.32
 - 6. Russell H. Seacat III and Cynthia Seacat- \$610.78
- Approval to Release and Refile Solid Waste Liens:
- 1. Maria N. Guillen - \$2,041.33 (Land# 1007381 Maria Medina) (MH# 337375 Maria Medina)
 - 2. Mark Milliorn & Karen Milliorn - \$2,527.55
 - 3. Karen Hegarty Mills - \$1,621.77
 - 4. Richard R. Montano & Cindy Gomez - \$1,933.08 (Land# 245675 Richard R. Montano & Cindy Gomez) (MH# 252586 Emiline Montano)
 - 5. Eloy Pat Montes & Patricia I. Montes- \$2,430.96
 - 6. Conception A. Morales & Conception G. Morales - \$2,680.23 (Land# 204770 Conception A. Morales & Conception G. Morales) (MH# 204771 Connie G. Morales)
 - 7. Angela Marietta Smith Mustian - \$2,711.28
 - 8. Raina L. Najar aka Raina McDonald - \$2,365.60 (Land# 203700 Raina L. Najar) (MH# 210092 Raina L. Najar)
 - 9. Steven W. Nesbit - \$2,401.82

- 101 10. Jack G. Orio Jr. & Kathleen A. Orio - \$2,601.62
102 11. Roy D. Padilla & Rita E. Padilla - \$2,617.60
103 12. W. Ray Parrish - \$2,062.84
104 13. Peter Joshua Payan, Sr. & Cynthia Payan - \$1,949.39 (Land#
105 308090 Peter Joshua Payan, Sr. & Cynthia Payan) (MH# 1006878
106 Peter J. Payan)
107 14. Jack Pickel - \$2,680.23
108 15. Ima Florence Powell - \$2,687.09
109 16. Pat Preheim - \$2,500.44
110 17. Richard W. Purcella & Frances J. Martinez - \$2,500.44
111 18. Tito Reyes & Edelmira Reyes - \$2,687.09 (Land# 311500 Tito
112 Reyes & Edelmira Reyes) (MH# 336932 Tito Reyes & Edelmira
113 Reyes)
114 19. Pete M. Salas, Jr. & Nancy J. Sanchez - \$4,793.87 (Residence
115 201 on Land# 251575 Pete M. Salas, Jr. & Nancy J. Sanchez)
116 (Land# 251575 Pete M. Salas, Jr. & Nancy J. Sanchez) (MH#
117 12764 Bobby & Nancy Sanchez)
118 20. Frankie G. & Mickie Rena Reynolds - \$2,572.81

119 Commissioner Fischer requested to remove item a, item f and item g from the consent agenda.
120

121 **Motion:** Approve the Consent Agenda excluding item a, item f and item g, **Action:** Approve,
122 **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

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

124 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
125 Chair Proctor.

126
127 Commissioner Serna requested a detailed overview of item 7a. Billie Jo Guevara, Finance
128 Director, explained it was a recap for the month of August and the two columns needed to balance.
129 Commissioner Fischer requested they receive a detailed explanation each time.
130

131 Commissioner Fischer stated the Health Council was responsible for health planning for the
132 county and requested details on how the council was composed, the requirements to be part of
133 the council and what sorts of things the council did. Scott Annala, Lincoln County Community
134 Health Council, explained they were a 501(c)(3) and anyone could become a member, they had
135 monthly meetings at the methodist community church and Alicia Westmacott was the coordinator.
136 Mr. Annala explained they worked on county projects and presented back to the Commission. Mr.
137 Annala stated the resolution would grant them more power and prestige to receive grants and
138 they did not receive direct funding from the County. Commissioner Serna questioned which
139 entities were represented on the Board. Mr. Annala stated there was a Physical Therapist, the
140 Hospital Administrator, Responsible Gaming, CYFD and Juvenile Probation. Commissioner
141 Fischer stated the County was receiving considerable amounts of money for the opioid
142 settlements and was hopeful they could work together.
143

144 Commissioner Fischer stated Mrs. Carpenter and her husband moved to Lincoln, purchased the
145 Wortley Hotel and were helping in the community.
146

147 **Motion:** Approve Item 7a, item 7f and item 7g, **Action:** Approve, **Moved by** Commissioner
148 Fischer, **Seconded by** Commissioner Crunk.

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

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

SEE EXHIBIT A: Copies of the Consent Agenda items including Resolution 2024-17, Resolution 2024-18 and Resolution 2024-20 are attached hereto in reference thereto made a part hereof.

8. Approval of Budget Adjustment for FY 23/24 by Resolution 2024-19

Treasurer Huddleston explained the revenue budget adjustments as listed in the Resolution as well as the Transfers. Billie Jo Guevara, Finance Director, explained the expense adjustments were due to the approved salary increases and adjustments to the related benefits.

Motion: Adopt Resolution 2024-19, **Action:** Adopt, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Pfeffer.

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

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

SEE EXHIBIT B: Copy of Resolution 2024-19 is attached hereto in reference thereto made a part hereof.

9. Forest, Land & Natural Resources Matters:

a. Smokey Bear Ranger District

Jennifer Thomas, Smokey Bear District Ranger, explained the US Mountain Fire was caused by a lightning strike however they managed the fire and allowed it to burn and it was considered contained. Ms. Thomas stated they had done 362 acres of prescribed burns and would continue to do prescribed burns as needed and possible in the future. Ms. Thomas explained most campgrounds had been closed except for the Baca Campsite which would remain open year-round, Sam Tobias which required reservations and they hoped to reopen Three-Rivers on January 2, 2024.

b. Lincoln County / NMSU Extension Services

Melanie Gutierrez, Lincoln County Extension Services, explained they set up the County Booth at the State Fair which received third place. Ms. Gutierrez detailed the contests the children participated in at the State Fair and stated the Eastern Fair would be held October 1-7. Ms. Gutierrez explained they were able to start Ag literacy in the Ruidoso Schools and their first project would be Pumpkin pie in a bag with the third graders.

c. South Central Mountain RC & D

Robert Barber, RC&D, stated on October 11-13, 2023, they would hold a wildland urban fire summit in Ruidoso at the Convention Center. Mr. Barber explained they would recognize Joe Kenmore, OES, for all his involvement over the years.

d. Upper Hondo Soil & Water Conservation District

Mr. Barber explained the Upper Hondo Soil & Water Conservation District continued to work with the flooding issues and the EWP.

e. LANRAC

Mr. Barber explained the LANRAC was still waiting to hear from BLM on the grazing policy changes. Mr. Barber stated the collaborative groups for energy were making steady progress. Mr. Barber explained they were looking at new efforts by US Fish and Wildlife for critical habitat designation for the Checkerspot butterfly. Mr. Barber stated they were looking at 1,600 acres, with 200 acres identified as having the butterfly. Mr. Barber detailed the biggest threat to the butterfly was cattle and elk and they were looking to manage the existing grazing in the area. Commissioner Crunk stated the Wild Horses in the area couldn't be managed and they were causing more damage than the cattle and elk.

Chair Proctor recessed the meeting at 9:27 AM and reconvened the Regular Commission Meeting at 9:31 AM.

10. 9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)

Chair Proctor detailed the many meetings he participated in over the previous month.

Commissioner Crunk stated for the first time in 25 years he could not find an insurance company to cover a home over \$1,000,000, and they must find a way to lower the ISO scores.

Commissioner Pfeffer echoed Commissioner Crunk's concerns about the lack of insurability in the County. Commissioner Pfeffer stated Alto Lakes now included Kokopelli.

Commissioner Serna detailed the many meetings she participated in over the previous month. Commissioner Serna spoke on the passing of Hubert Quintana who served as the Executive Director of the Local Government Division for many years and was instrumental in her career.

Commissioner Fischer spoke on the strategic placement of water reservoirs within the County to assist with fighting fires. Commissioner Fischer explained the residents needed to create defensible perimeters around structures to aid in the fighting of fires.

Clerk Hemphill provided an update on the Regular Local Election and informed everyone when and where they could vote for their School Boards, the Municipalities with the exception of the Village of Ruidoso who would hold their election at a later date, the Soil & Water Conservation Districts, the Water & Sanitation Districts, and Special Zoning Districts. Clerk Hemphill stated Election Day would be on November 7, 2023.

Treasurer Huddleston explained the State held the delinquent tax auction and sold 18 out of the 59 properties on the list, 4 of which had homes and one had a mobile home. Treasurer Huddleston stated they sold for \$513,937.50 and the owners could request the excess funds back from the State.

Sheriff Wood shared some statistics from his office over the last month.

Galen Farrington, Legacy Lane Subdivision in Alto, stated he had asked for a letter of solidarity from the Commission to prevent the concrete batch plant from being built, however he never received it. Mr. Farrington spoke on the EPA standards to guard against environmental racism. Mr. Farrington detailed the sacrifice zones around the Country and the people who live within them.

Harlan Vincent, State Representative for District 56, stated he was willing to offer Junior money to help with a consultant, like the one which was used in Ruidoso, to help lower the ISO rating in the County. Representative Vincent spoke on the feral horses and stated other locations around the Country had found ways to deal with them and it may take some creative thinking, however he felt something could be done. Representative Vincent stated Opioid Settlement Counties filed lawsuits as individuals and were able to get funds.

David Vandenberg, Lincoln County Concerned Citizen, spoke on the leadership issues in the Country. Mr. Vandenberg explained the United Nations started 77 years ago and there were 30 basic human rights. Mr. Vandenberg stated the citizens needed to step up to do what was right and to focus on the future and how to fix the mess they were in.

11. Lincoln County Medical Center

- b. Consideration of Lincoln County Emergency Medical Service (LCEMS) Letter of Support for Funding from the New Mexico Rural Health Care Delivery Fund

Motion: Approve the letter of support for the Lincoln County Emergency Medical Services,

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

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

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

12. Lincoln County Detention Center

- a. Update – Ross Castleton, Warden

Ross Castleton, Warden, provided statistics from the Detention Center over the prior month. Warden Castleton stated they were looking at staffing issues in the facility and hoped to have the positions filled soon. Warden Castleton explained they continued to work on upkeep at the detention facility. Warden Castleton stated they were continuing with GED classes and educational classes, and religious services were ongoing at the facility. Warden Castleton explained the MAP program which was being worked on with others who had already started the program in their areas.

- b. Approval of Detention Center Repairs – Ventura Plumbing, Heating and Cooling

This item was removed from the Agenda.

13. County Director Reports

Brianna Herrera, Human Resources Director, stated the meetings with the employees who would like to discuss their pay raises would be held at a later date when the whole panel as well as the supervisors of the employees could meet together to discuss it.

Aaron Griewahn, OES, stated the Glencoe Fire Station would be torn down due to safety concerns. Mr. Griewahn explained the Tularosa School District donated a portable building to be used and the Fire Department would cover the cost of the movement of the portable building to the needed location. Mr. Griewahn stated Joe Kenmore's last day would be September 28, 2023, at which time he would assume roll as director, Brian would move into his position and they would hire for the firefighter position.

Joe Kenmore gave a farewell address to the Commissioners, County staff and public.

Scott Annala, acting public works director, spoke on the solid waste collection rates in the County. Commissioner Serna questioned the Granicus software. Mr. Annala stated they were hoping to go live with the Granicus software in the Lodgers Tax department in November.

Jeff Honeycutt, Road Superintendent, explained he and Eric Hamilton from Wilson & Co would be presenting to the water trust board for potential funding of the vehicle bridge at Magado Creek in the amount of \$1,400,000 which would also have a match and loan component. Chair Proctor questioned the punch list of the Fairgrounds phase 1A. Mr. Honeycutt stated they had some cracked concrete which would need to be sealed, some gates which needed to be realigned and set correctly, and some drainage issues in the asphalt parking lot which needed to be addressed. Mr. Honeycutt explained the flag pole placement would be part of the phase 1B punch list.

Renee Montes, Senior Services Program Director, explained the walk-in freezer in Hondo needed repairs so they were working through that process. Commissioner Serna questioned the renovations at the Corona Site. Ms. Montes stated the renovations included updating the restrooms, kitchen and flooring, and they had hoped to upgrade the HVAC, however they did not have enough funding at the time.

Chair Proctor recessed the meeting at 10:40 AM and reconvened the Regular Commission Meeting at 10:46 AM.

14. Approval of Order Setting Property Tax Rates – 2023 Property Tax Year

Treasurer Huddleston stated all entities approved, by signed letter, the lower amount they would be receiving due to the exemptions being inadvertently included in the tax rates.

Commissioner Fischer read the following statement: On September 8, 2023, the County of Lincoln received an Order from the State of New Mexico Department of Finance & Administration along a Certificate of Property Tax Rates setting the 2023 Property Tax Rates for all governmental units imposing rates in Lincoln County; and immediately upon receipt of the Certificate of Property Tax Rates, it was determined that the tax rates set out in the Certificate were incorrect; and immediately after receipt of the Certificate of Property Tax Rates, it was determined that the Lincoln County Assessor's Office failed to deduct the exemptions from gross tax values of all properties located in Lincoln County; and tax rates are determined by assessed gross taxable values minus exemptions in order to set the property tax rates for each taxable entity; and immediately after discovery of the error, the County of Lincoln contacted the Lincoln County Assessor, the Lincoln County Treasurer, the State of New Mexico Department of Finance & Administration, the Public Education Department, and the State of New Mexico Taxation and Revenue Department in an effort to correct the error in the Certificate of Property Tax Rates for the County of Lincoln and was advised that the error could not be corrected due to the fact that the Department of Finance & Administration, the Public Education Department, Property Tax Division, adjacent counties, school districts, and municipalities have all utilized the tax rates as certified by the Lincoln County Assessor in setting their tax rates and budgets; and the Board of County Commissioners are required by NMSA 1978 § 7-38-34 and in accordance with NMAC 3.6.50.11, (D) to certify the tax rates to the Local Government Division of the Department of Finance & Administration.

Motion: Certify the Certificate of Property Tax Rates as certified by the County Assessor and forwarded to Lincoln County on September 8, 2023, with full knowledge that the tax rates are

incorrect but cannot be corrected at this late date, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

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

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

15. Lodger's Tax:

a. Approval of Lodger's Tax Funding Requests:

1. White Mountain Christmas at the Flying J Ranch

Request: \$7,500.00

Date(s) of Event: November 24-December 31, 2023

Presenter: James Hobbs

Motion: Approve the Lodger's Tax Funding Request for the White Mountain Christmas at the Flying J Ranch in the amount of \$7,500, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Pfeffer.

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

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

b. Approval of Refunds to Lodging Tax Vendors Due to Duplicate Payments:

1. Nicole Abshire in the Amount of **\$829.10**

2. Ofer Molad in the Amount of **\$534.14**

3. Scott & Jane Christensen in the Amount of **\$172.25**

Motion: Approve the refunds to Lodging Tax Vendors Due to Duplicate Payments, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Pfeffer.

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

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

16. Approval of Prior Year Invoices:

- a. Vital Records Control (VRC) (3 invoices) - **\$410.87**

- b. Total Destruction, LLC - **\$31.17**

Motion: Approve all three Prior Year Invoices from Vital Records Control and the Prior Year Invoice from Total Destruction, LLC, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Fischer.

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

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

17. Acknowledgement of New Mexico County Insurance Authority Pool Multi-Line and Law Enforcement Deductibles

Commissioner Fischer requested a look into this item based on past histories of losses to get an estimate of where the County would stand. Commissioner Crunk explained NMC provided insurance for Counties and stepped in as a self-funded organization when the Counties could not get workers compensation and other types of insurances, so they formed their own insurance

company. Commissioner Crunk stated they were not controlled by the PRC so they could do what they wanted and would continue to raise their rates.

18. Consideration and Approval of Resolution 2024-21 a Resolution of the County Board of Commissioners in Support of the Second Amendment to the United States Constitution

Commissioner Fischer explained the assault on our second amendment right by the Governor. Commissioner Fischer read parts of the Resolution and encouraged the Commissioners to adopt it.

Motion: Adopt Resolution 2024-21, **Action:** Adopt, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

Commissioner Crunk questioned the investigation and the type of bullet used in the shooting in Albuquerque. Sheriff Wood stated it was not the firearm which killed the child, it was the criminal who should not have been there at that time. Sheriff Wood explained criminal activity should be targeted not the guns themselves, and they should not be targeting firearms dealers.

Commissioner Pfeffer stated he had a 30-year career of defending the fourth amendment. Commissioner Pfeffer was concerned with the resolution as written and felt if it was re-written they could all agree to it. Commissioner Pfeffer stated he would like to address the problem and agreed they should uphold the second amendment; however, he did not feel the resolution was the right way to go about it. Commissioner Pfeffer felt the resolution should be re-written to express Christian empathy. Commissioner Pfeffer explained the Attorney General stepped in and stated the Governor had overstepped.

Commissioner Fischer stated he helped compose the resolution with other Counties and stated there was more which could be done, however this was a start. Commissioner Fischer explained they moved the restrictions from the public to the gun dealers.

Sheriff Wood stated he did not feel the resolution was politically targeted. Sheriff Wood explained neither he nor his officers would violate the Constitution. Commissioner Pfeffer stated the Sheriff made a good point and he would like the resolution sent back for adjustments to better cover what was needed.

Vote: Motion passed (**summary:** Yes = 4, No = 1, Abstain = 0).

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

No: Commissioner Pfeffer.

SEE EXHIBIT C: Copy of Resolution 2024-21 is attached hereto in reference thereto made a part hereof.

19. Consideration and Approval to Purchase Vehicles:

- a. Capitan Senior Citizen's Center - **\$34,284.00**
- b. Carrizozo Senior Citizen's Center – **\$48,429.00**
- c. Corona Senior Citizen's Center - **\$34,284.00**
- d. Hondo Senior Citizen's Center - **\$30,000.00**

This item was removed from the Agenda.

455 **20. Consideration and Approval of the County of Lincoln's Code of Ethics**
456

457 Attorney Morel stated he had been working with Commissioner Pfeffer for several months to
458 discuss how employees and Commissioners or other Elected Officials should interact with each
459 other and the ability to call out harassment or other issues. Attorney Morel explained the County
460 had a personnel policy which had a harassment section already included.
461

462 Commissioner Pfeffer felt there needed to be a process put into place so the employees knew
463 they were protected. Commissioner Crunk stated the County needed to have morals and ethics
464 in the way they did business. Attorney Morel explained the County needed an updated Personnel
465 policy and felt a professional should be hired to update the entire policy. Commissioner Fischer
466 felt an updated handbook was needed which incorporated State and Federal laws. Commissioner
467 Fischer spoke on the need to facilitate the avenues of communication within the organization.
468

469 Commissioner Pfeffer requested to bring it back in 30 days after further discussion with Attorney
470 Morel to find a process and starting point until the entire handbook could be reviewed and redone.
471 Commissioner Serna would like to hire an outside entity to update the personnel policy.
472

473 Chair Proctor recessed the meeting at 12:05 PM and reconvened the Regular Commission
474 Meeting at 12:45 PM.
475

476 **21. Discussion and Direction Establishing Lincoln County Priorities Regarding Federal**
477 **Funding**
478

479 Commissioner Pfeffer stated some of the priorities were listed by the previous County Manager
480 and may need some adjustment. Nick Crockett, Federal Lobbyist, stated priorities tended to shift
481 as things happened and times changed. Mr. Crockett explained the normal protocol of
482 communication was usually with the County Manager.
483

484 Commissioner Crunk would like the Federal Government and State Government to work together
485 to create a Wildfire Program similar to the National Flood Insurance Program.
486

487 Commissioner Fischer would like to focus on roads and bridges in the County and would like to
488 work with the Road Superintendent to identify specific needs. Commissioner Fischer would also
489 like to focus on the need for desalinization of water in the County.
490

491 Commissioner Serna felt the County would need local ordinances in place for affordable housing,
492 approved by MFA.
493

494 **11. Lincoln County Medical Center**

495 a. Update – Todd Oberheu
496

497 Todd Oberheu, Hospital Chief Executive, stated both of the new 24-hour EMS stations were up
498 and running.
499

500 Mr. Oberheu explained the Physicians building in Ruidoso was not big enough to house all the
501 needed physicians and they were already at capacity so they would like to convert the Heritage
502 building into a medical facility with the intention of making it into a women's health facility.
503

504 Mr. Oberheu stated they wanted to update the physician's building as well, by converting the
505 check-in areas to a unified check-in location on each floor.

506
507 **22. Discussion and Direction for the Need to Obligate the Local Assistance and Tribal**
508 **Consistency Fund (LATCF)**
509

510 Treasurer Huddleston stated \$5,894,798.12 was received for the Local Assistance and Tribal
511 Consistency Fund and the Commission would need to obligate the funds once they determined
512 how they could be spent.
513

514 **23. Authorization to Schedule Public Hearing to Consider Other Outdated or New**
515 **Lincoln County Ordinances:**

- 516 a. 2023 Noisy Water Winery Local Economic Development Act (LEDA) Project
517 Ordinance
518

519 Kevin Wilson, Economic Development Department, explained the LEDA project and stated the
520 County would be the fiscal agent without having any financial obligations tied to it.
521

- 522 b. Repealing Lincoln County Ordinance No. 2020-02 (2020 Noisy Water Winery
523 Local Economic Development Act (LEDA) Project)
524

525 **Motion:** Approval to schedule a public hearing for the 2023 Noisy Water Winery Local Economic
526 Development Act Project Ordinance and to Repeal Lincoln County Ordinance 2020-02, **Action:**
527 Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Pfeffer.

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

529 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
530 Chair Proctor.
531

532 **24. Lincoln County Executive Session Pursuant to the Open Meetings Act: Discussion**
533 **of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7);**
534 **Discussion of the Purchase Acquisition or Disposal of Real Property or Water**
535 **Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); and Limited**
536 **Personnel Matters; Section 10-15-1, Subparagraph (H)(2) and Discussion and**
537 **Direction Regarding Solid Waste Request for Proposals, Section 10-15-1,**
538 **Subparagraph (H)(6)**
539

540 **Motion:** To close the meeting for the purposes of an Executive Session Pursuant to the Open
541 Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1,
542 Subparagraph (H)(7); Discussion of the Purchase Acquisition or Disposal of Real Property or
543 Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); and Limited Personnel
544 Matters; Section 10-15-1, Subparagraph (H)(2) and Discussion and Direction Regarding Solid
545 Waste Request for Proposals, Section 10-15-1, **Subparagraph (H)(6), Action:** Approve, **Moved**
546 **by** Commissioner Serna, **Seconded by** Commissioner Crunk.

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

548 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
549 Chair Proctor.
550

551 Chair Proctor recessed the Regular Meeting and convened the Closed Session at 1:35 PM.
552

553 **New or Updated Matters since last report ***
554

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 was reached on 8/31/23 and a Notice of Dismissal with Prejudice was filed on September 13, 2023 concluding this matter.

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 LCSD Deputies have not been legally sworn in. On September 7, 2023, a Stipulated Order of Dismissal was entered by Judge Lara concluding this matter.

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. 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. Lincoln County defendants filed their Motion to Dismiss Third-Party Complaint on September 13, 2023. 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.

Smoley, Cinthia – On November 8, 2021, Ms. Smoley 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.

Chair Proctor adjourned the Closed Session and reconvened the Regular Meeting at 4:08 PM.

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

25. Approval to Negotiate with Potential Solid Waste Provider(s)

Motion: Approval to allow the County Attorney to enter into negotiations and draft a contract with Universal Waste Systems to be brought back at a future meeting for final approval, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Pfeffer.

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

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

26. County Manager:

a. Consideration of Hiring a Temporary County Manager and Contract Negotiations

b. Consideration of Entering into Negotiations for County Manager Position

Attorney Morel explained the County and Makayla Zonfrilli-Lang had come to terms on the contract for the new County Manager to include a salary of \$160,000/year, a review in 1yr, the ability to telework on Fridays, three weeks' vacation, eligibility for insurance at 80%, PERA equivalent to other employees, a vehicle, a phone, a computer and her official start date would be November 1, 2023 and included a two month termination without cause.

Motion: Approval to enter into a contract with the conditions specified by the County Attorney,

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

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

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

27. Signing of Official Documents

28. Next meeting:

- a. October 17, 2023 – Regular Commission Meeting

29. Adjourn

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

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

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

There being no further business to come before the Board of County Commissioners, Chair Proctor adjourned the meeting at 4:19 PM.

Respectfully submitted by,
Shannan Hemphill
Lincoln County Clerk

COUNTY OF LINCOLN

New Mexico Special Meeting Board of County Commissioners

Todd F Proctor, Chair
Jon F Crunk, Vice Chair

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

Minutes Wednesday September 27, 2023

Minutes of the Special Meeting of the Lincoln County Commission held at 8:30 AM on September 27, 2023, in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New Mexico. The meeting was also accessible via Zoom.

1. Call to Order

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

2. Roll Call

Roll Call.

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

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

3. Invocation

The Invocation was presented by Chair Proctor.

4. Pledge of Allegiance

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

5. Approval of Agenda

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

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

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

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

49 **6. Consideration and Approval of Solid Waste Collection and Disposal Services**
50 **Contract with Universal Waste Systems Inc.**
51

52 Commissioner Fischer questioned the tipping fees as it is stated the County would pay the first
53 \$10,000/month, however it stated during phase 1 the County would pay ½. Attorney Morel
54 explained the County would pay half, up to \$10,000. Commissioner Fischer questioned the fuel
55 charges and the possibility of adjustments in March of each year if the price was \$1.00 over the
56 \$4.50, however there was no stipulation if the price was \$1.00 under the \$4.50. UWS agreed
57 there could be adjustments on March 1 of each year if \$1.00 lower than \$4.50. Attorney Morel
58 stated they would add language to provide for the County's ability to request a reduction if it was
59 \$1.00 under the \$4.50.
60

61 **Motion:** Approve the contract with Universal Waste Systems Inc. as amended, **Action:** Approve,
62 **Moved by** Commissioner Crunk, **Seconded by** Commissioner Pfeffer.

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

64 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
65 Chair Proctor.
66

67 **7. Consideration and Approval of County Manager Contract with Makayla Zonfrilli-**
68 **Lang**
69

70 Attorney Morel explained a contract of employment was issued to Makayla Zonfrilli-Lang. Attorney
71 Morel stated a Commissioner requested the ability to have a quarterly or semi-annual contract
72 review instead of yearly, however he did not write it into the contract as the Commissioners always
73 had the right to add any concerns to the Executive Session list. Commissioner Serna stated she
74 would like to have it written into the contract so they could verify the Goals and Objectives and if
75 they were being met. Commissioner Fischer requested the quarterly reviews be the first year only,
76 then yearly thereafter. Commissioner Pfeffer didn't feel a quarterly review was necessary and
77 stated they didn't need to micro-manage the County Manager. Commissioner Crunk didn't feel a
78 quarterly review was necessary. Chair Proctor felt the contract should be left as presented.
79

80 Commissioner Serna questioned if sick leave was in the contract. Attorney Morel stated sick leave
81 was not in the contract, they listed it at three weeks of vacation time. Attorney Morel explained
82 they don't address sick leave as it relates to Attorneys and Managers, they are entitled to three
83 weeks' vacation and are expected to do the job. Ms. Zonfrilli-Lang stated she felt the three weeks
84 was a total PTO package, not solely for vacation. Commissioner Serna questioned if there could
85 be notification added to the contract when leaving for more than 1 week. Attorney Morel explained
86 the contract already had language requiring her to provide 2 weeks' notice when she would be
87 out of the office for a week or longer.
88

89 Commissioner Fischer stated he felt the resume was too thin to justify the agreed upon amount
90 and \$160,000 was too high of a salary. Commissioner Fischer also felt the telework on Fridays
91 was unacceptable for the County Manager position.
92

93 **Motion:** Approve the County Manager Contract with the change from 3 weeks' vacation time to
94 3 weeks PTO, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner
95 Crunk.

96 **Vote:** Motion passed (**summary:** Yes = 4, No = 1, Abstain = 0).

97 **Yes:** Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

98 **No:** Commissioner Fischer.
99

100 **8. Approval to Issue a Request for Proposals (RFP) to Contract for Youth Mentoring**
101 **and Positive Active Programming in Lincoln County**
102

103 Attorney Morel stated the request was to issue an RFP to contract for youth mentoring and
104 positive active programming in Lincoln County. Attorney Morel explained the responses would be
105 due by October 13, 2023, at 10:00 am, and they would be scored and a recommendation would
106 be provided at the next regular Commission Meeting.
107

108 Commissioner Serna would like to add the ability for the Commission to make it a multi-award
109 contract in case there were multiple agencies who had the opportunity to provide this type of
110 service to the youth in the County. Commissioner Serna stated the funds could be broken up into
111 several organizations instead of all the funds being provided to only one organization.
112

113 Toni Foligno, Chief Procurement Officer, stated the proposals could be hand delivered, or sent
114 through the US mail or courier. Ms. Foligno stated she could make a simple change in the wording
115 of the RFP to state they reserved the right to award to multiple agencies.
116

117 **Motion:** Approve the issuance of a Request for Proposal to contract for youth mentoring and
118 positive active programming in Lincoln County, **Action:** Approve, **Moved by** Commissioner
119 Pfeffer, **Seconded by** Commissioner Fischer.

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

121 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
122 Chair Proctor.
123

124 **9. Next Meeting: October 17, 2023, Regular Commission Meeting**
125

126 **10. Adjourn**
127

128 **Motion:** Adjourn, **Action:** Adjourn, **Moved by** Commissioner Fischer, **Seconded by**
129 Commissioner Pfeffer.

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

131 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
132 Chair Proctor.
133

134 There being no further business to come before the Board of County Commissioners, Chair
135 Proctor adjourned the meeting at 9:03 am.
136

137 Respectfully submitted by,
138 Shannan Hemphill
139 Lincoln County Clerk



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 7

SUBJECT:

Approval of Consent Agenda

- a. Payroll/Accounts Payable/Budget/ Expenditures
- b. Treasurer's Financial Report for the Month ending September 30, 2023
- c. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
- d. Lincoln County Detention Center Quarterly Restricted Housing Report: July 2023-September 2023
- e. Annual Renewal Approval of the Agreement Between the County of Lincoln and Ventura Plumbing, Heating & Cooling for Plumbing Services- RFP 20-21-004
- f. Annual Renewal Approval of the Contract Between the County of Lincoln and Ventura Plumbing, Heating & Cooling for Heating and Air Conditioning & Preventative Maintenance Services-RFP 20-21-005
- g. Approval of Resolution 2024-23 a Resolution Supporting Operation Green Light for Veterans
- h. Approval of National Nurse Practitioner's Week Proclamation for November 12-18, 2023

Tuesday, October 17, 2023



County of Lincoln

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

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ACCOUNTS PAYABLE and PAYROLL

The following claims or bills on file with the office of the Lincoln County Manager were examined and approved as paid with checks hereof drawn upon the various County funds according to the check register covering the period from September 1, 2023 through September 30, 2023 in the amount of \$2,183,950.11.

NOW, THEREFORE, the above bills are hereby approved.

ADOPTED, PASSED AND SIGNED the 17th of October, 2023.

BOARD OF COMMISSIONERS LINCOLN COUNTY, NEW MEXICO

Todd F. Proctor, Chairman Dist. 1

Jon F. Crunk, Vice Chairman, Dist. 3

Mark G. Fischer, Member Dist. 5

Pierre S. Pfeffer, Member Dist. 4

Samantha J. Serna, Member Dist. 2

ATTEST:

Shannan Hemphill, County Clerk



County of Lincoln

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

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AGENDA ITEM 7c

October 10, 2023

MEMORANDUM

TO: County Commissioners

FROM: Scott Annala, Healthcare Assistance Program Manager

SUBJECT: Safety Net Care Pool & Indigent Health Care Claims

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

Discussion:

Safety Net Care Pool Authorizations: This month our coordinator processed nine (9) claims. Seven (7) claims are recommended for approval and two (2) are recommended for disapproval. If approved, the total recommended authorization this month is **\$2,624.93**.

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

Manager's Analysis – For the last two years, the average Indigent Health Care monthly payments were **\$2,288 and \$509.81** respectively. The FY 22-23 year-end total was **\$6,117.75**. To date, the total expenditure is **\$759.75** or an average of **\$189.94**. At this pace we will spend a total of **\$2,279.25**, for the year on the indigent claim line item.

Similarly, for the last two fiscal years, the total Commission-approved Safety Net Care Pool Claims were **\$49,213.39 and \$42,943.06** respectively. The FY 22-23 monthly average was **\$3,578.59**. To date, the total authorization is **\$18,295.98**.

Special Note –22% of the claims in this report are from dates of service in FY 22-23 (Last year).

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

Approved: _____
Todd Proctor

Tuesday, October 17, 2023

SCP / SAFETY NET CARE POOL CLAIMS

FISCAL YEAR 2023 - 2024

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$15,671.05

ADJUSTMENTS

TOTAL ADJUSTMENTS: \$0.00 \$0.00

OCTOBER # CLAIMS FOR APPROVAL	7
# CLAIMS FOR DENIAL	2
OCTOBER # TOTAL CLAIMS	9

OCTOBER TOTAL \$ AMOUNT APPROVED \$2,624.93

TOTAL # CLAIMS THIS FY APPROVED	27
TOTAL # CLAIMS THIS FY DENIED	5
TOTAL # CLAIMS FY 2023 - 2024	32

TOTAL APPROVED THIS FISCAL YEAR \$18,295.98

FACILITY: LINCOLN COUNTY MEDICAL CENTER 10/17/2023 THROUGH 10/17/2023

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
23230	08/30/2023	1203.00	926.31 077%
23231	09/02/2023	4653.00	000%
DATE OF SERVICE NOT ELIGIBLE FOR PAYMENT			
23232	09/22/2023	273.00	210.21 077%
23233	04/28/2021	500.00	000%
PAST FILING DEADLINE			
23234	08/30/2023	352.00	271.04 077%
23235	04/25/2023	90.00	69.30 077%
23236	10/02/2023	506.00	389.62 077%
23237	08/17/2023	150.00	115.50 077%
23238	08/30/2023	835.00	642.95 077%
			2624.93

APPROVED- 7 REJECTED- 2

INDIGENT HEALTH CARE CLAIMS

FISCAL YEAR 2023 - 2024

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$759.75

ADJUSTMENTS

TOTAL ADJUSTMENTS:

OCTOBER # CLAIMS FOR APPROVAL	0
# CLAIMS FOR DENIAL	0
OCTOBER # TOTAL CLAIMS	0

OCTOBER TOTAL \$ AMOUNT APPROVED \$0.00

TOTAL # CLAIMS THIS FY APPROVED	2
TOTAL # CLAIMS THIS FY DENIED	6
TOTAL # CLAIMS FY 2023 - 2024	8

CURRENT TOTAL APPROVED THIS FISCAL YEAR \$759.75

*Assuming the above is approved

YTD

INDIGENT FUND MEETING

OCTOBER 17, 2023

TOTAL APPLICATIONS	40	19,055.73
TOTAL APPROVED	29	
TOTAL DENIED	11	

ALBUQUERQUE		
ANESTHESIA ASSOCIATES OF NM		66.75
APPROVED-	1	
DENIED-		

ALAMOGORDO		
GERALD CHAMPION REGIONAL MED CTR		693.00
APPROVED-	1	
DENIED-		

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

RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		18,295.98
APPROVED-	27	
DENIED-	5	

ALBUQUERQUE		
PRESBYTERIAN HOSPITAL		
APPROVED-		
DENIED-	1	

INDIGENT FUND MEETING

OCTOBER 17, 2023

TOTAL APPLICATIONS	9	2,624.93
TOTAL APPROVED	7	
TOTAL DENIED	2	

RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		2,624.93
APPROVED-	7	
DENIED-	2	

[Lincoln County] Detention Center
Restricted Housing Quarterly Report
Reporting Quarter: July thru Sept 2023

o Age	Gender	Ethnicity	Reason for Placement	Date Placed	Date Released
34	1	9	3	06/13/2023	07/13/2023
19	1	6	3	07/21/2023	07/24/2023
19	1	6	3	07/27/2023	08/04/2023
22	1	5	3	07/21/2023	07/24/2023
22	1	5	3	07/27/2023	08/04/2023
27	1	5	3	09/07/2023	09/30/2023
32	1	5	3	09/07/2023	09/11/2023
26	1	5	3	09/07/2023	09/11/2023
21	1	5	3	09/07/2023	09/11/2023
30	1	5	3	09/07/2023	09/21/2023
19	1	6	3	09/12/2023	09/21/2023
59	1	2	3	09/27/2023	
20	2	5	3	06/19/2023	07/02/2023
28	2	6	3	06/19/2023	07/21/2023
29	2	5	3	06/19/2023	07/21/2023
22	2	5	3	07/27/2023	08/04/2023
34	2	9	3	07/27/2023	08/04/2023
30	2	5	3	09/13/2023	09/27/2023
22	2	5	3	09/12/2023	09/27/2023

Administrator's Name: ___ Pauline Tope Assistant Warden

Date: _____

Signature: _____

Restricted Housing Quarterly Report
Reporting Quarter: July thru Sept 2023

[illegible]

Reason for Placement:	Ethnicity:	Gender:
1= Inmate is a threat to others or a danger to themselves	1=Asian	1=male
2= Inmate is a threat to the safety and security of the facility	2=Black/African American	2=female
3= Disciplinary sanctions	3=Hispanic Black	3=transgender male
4= Medical and mental health hold	4=Hispanic Native Indn	4=transgender female
5= Other	5=Hispanic White	
	6=Native American	
	7=Pacific Islander	
	8=Unknown	
	9=White	

Administrator's Name: Pauline Tope Assistant Warden

Date: 10.5.2023

Signature:

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between Lincoln County and Ventura Plumbing, Heating & Cooling.

WHEREAS, Lincoln County and Ventura Plumbing, Heating & Cooling entered into an Agreement effective October 20, 2020, to provide Plumbing Preventative Maintenance Services to Lincoln County;

WHEREAS, this Agreement can be extended for an additional one (1) year term if necessary upon mutual agreement of the parties hereto; and

WHEREAS, the County desires to exercise its option and extend the Agreement for another one year period beginning October 17, 2023 and terminating October 16, 2024. All terms and conditions as set forth in the original Agreement shall remain in full force and effect during the course of this additional year.

NOW, THEREFORE, the parties agree that this Agreement will continue for an additional one-year period beginning October 17, 2023 and terminating October 16, 2024.

COUNTY OF LINCOLN

CONTRACTOR

BY _____
Lincoln County Chairman

BY _____
John Paul Ventura, Owner
Ventura Plumbing, Heating & Cooling

DATE: _____

DATE: _____

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between Lincoln County and Ventura Plumbing, Heating & Cooling.

WHEREAS, Lincoln County and Ventura Plumbing, Heating & Cooling entered into an Agreement effective October 20, 2020, to provide Heating and Air Conditioning Preventative Maintenance Services to Lincoln County;

WHEREAS, this Agreement can be extended for an additional one (1) year term if necessary upon mutual agreement of the parties hereto; and

WHEREAS, the County desires to exercise its option and extend the Agreement for another one year period beginning October 17, 2023 and terminating October 16, 2024. All terms and conditions as set forth in the original Agreement shall remain in full force and effect during the course of this additional year.

NOW, THEREFORE, the parties agree that this Agreement will continue for an additional one-year period beginning October 17, 2023 and terminating October 18, 2024.

COUNTY OF LINCOLN

CONTRACTOR

BY _____
Lincoln County Chairman

BY _____
John Paul Ventura, Owner
Ventura Plumbing, Heating & Cooling

DATE: _____

DATE: _____

RESOLUTION 2024-23

A RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

WHEREAS, the residents of the County of Lincoln have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, the County of Lincoln seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the County of Lincoln appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of the County of Lincoln, New Mexico hereby declares from October through Veterans Day, November 11th, 2023, a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service;

THEREFORE, BE IT FURTHER RESOLVED that in observance of Operation Green Light, the County of Lincoln encourages its citizens to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence from November 6th through the 12th, 2023.

PASSED, APPROVED and ADOPTED this 17th day of October, 2023.

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

Todd F. Proctor, Chairman

Jon F. Crunk, Vice Chairman

Mark G. Fischer, Member

Pierre S. Pfeffer, Member

Samantha J. Serna, Member

ATTEST:

Shannan Hemphill, County Clerk

Proclamation in Support of the New Mexico Nurse Practitioner Council Celebrating National Nurse Practitioner Week (November 12-18, 2023) and the Valuable Contributions Nurse Practitioners Make Every Day Serving the Citizens of New Mexico.

Whereas, Nurse Practitioners play a critical role in the healthcare system of Lincoln County and across New Mexico, providing high-quality, patient-centered care in a variety of settings, including primary care practices, hospitals, clinics, and long-term care facilities across the lifespan; and

Whereas, Nurse Practitioners are highly trained licensed professionals who have completed rigorous education and clinical training, including a master's or doctoral degree in nursing and national certification in their area of specialization; and

WHEREAS, New Mexico has been a leader in recognizing the importance of Nurse Practitioners and granted them full scope authority to practice to the full extent of their education and training; without the need for physician oversight or collaborative practice agreements, which has improved access to care and increased healthcare efficiency; and

Whereas, there are more than 290,000 licensed Nurse Practitioners in the United States, with over 3,000 practicing in the state of New Mexico alone, making up nearly one-third of all advanced practice registered nurses in the state; and

Whereas, Nurse Practitioners are providing care to an increasingly diverse patient population, with nearly 20% of all Nurse Practitioners providing care in rural and underserved areas, and over 20% providing care to Medicaid and Medicare beneficiaries; and

Whereas, Nurse Practitioners are vital to addressing the growing demand for primary care services, with over 1 billion visits to Nurse Practitioners each year, and an estimated 1 in 5 Americans receiving care from a nurse practitioner annually; and

Whereas, Nurse Practitioners play a vital role in improving access to healthcare services, particularly in underserved and rural areas where there may be a shortage of healthcare providers; and

Whereas, Nurse Practitioners are helping to improve health outcomes and reduce healthcare costs, with studies showing that Nurse Practitioners provide care that is comparable in quality and outcomes to physician-led care, while also reducing emergency department visits and hospital readmissions; and

Whereas, Nurse Practitioners are committed to promoting health and preventing illness, and work tirelessly to educate patients and their families about healthy lifestyle choices and disease prevention strategies; and

Whereas, the New Mexico Nurse Practitioner Council is a professional organization that represents Nurse Practitioners across the state and advocates for policies and initiatives that support the advancement and recognition of Nurse Practitioners in New Mexico;

Now, therefore, we, the Lincoln County Commissioners, do hereby proclaim November 12-18, 2023, as

National Nurse Practitioners Week in Lincoln County, and we express our support for the New Mexico Nurse Practitioner Council in their efforts to advocate and support Nurse Practitioners and the patients they serve.

The Lincoln County Commissioners recognizes the significant contributions of Nurse Practitioners to the health and wellbeing of our community, and we call on all citizens to recognize their critical role in the healthcare system of Lincoln County and across New Mexico.

The Lincoln County Commissioners commends the New Mexico Nurse Practitioner Council for their leadership and dedication to advancing the nursing profession and improving access to quality healthcare in our state.

The Lincoln County Commissioners urge all citizens to join us in celebrating National Nurse Practitioners Week and in recognizing the vital role that Nurse Practitioners play in providing high-quality, accessible, and cost-effective care to residents of Lincoln County and across New Mexico.

NOW, THEREFORE, we do hereby proclaim that November 12-18, 2023, as

NATIONAL NURSE PRACTITIONER WEEK

PROCLAIMED this 17th of October, 2023.

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

Todd F. Proctor, Chairman

Jon F. Crunk, Vice Chairman

Mark G. Fischer, Member

Pierre S. Pfeffer, Member

Samantha J. Serna, Member

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. 8

SUBJECT:

Recognition for 40 Years of Service to the County of Lincoln – Charlotte Emmons,
Probate Clerk

Tuesday, October 17, 2023



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 9

SUBJECT:

Lincoln County Treasurer's Board of Finance – Sherrie Huddleston, Treasurer

Tuesday, October 17, 2023



County of Lincoln

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www.lincolncountynm.gov

AGENDA ITEM NO. 10

SUBJECT:

Forest, Land & Natural Resources Matters:

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

Tuesday, October 17, 2023



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 11

SUBJECT:

Consideration and Approval of Newly Amended McBride Fire Emergency Watershed Protection (EWP) Funding in the Amount of \$1,272,500.00)

Tuesday, October 17, 2023

Project	Quantity	Unit	Unit Price	Total
Robbie Hall Hesco Baskets	300	ft	\$125.00	\$37,500.00
Robbie Hall Road Crossing Grouted Rock Riprap	30	cy	\$300.00	\$9,000.00
MP Chaves Revetment Fence	125	ft	\$400.00	\$50,000.00
Janet Dr. Sediment Pond	4700	cy	\$20.00	\$94,000.00
AA Storage Gabion Wall	650	cy	\$500.00	\$325,000.00
River Ranch Revetment Fence	150	ft	\$400.00	\$60,000.00

Racetrack Sediment Removal	8000	cy	\$30.00	\$240,000.00
Obstruction Removal (Diversion)	400	cy	\$50.00	\$20,000.00

New Diversion Gabions	400	cy	\$500.00	\$200,000.00
Concrete	75	cy	\$600.00	\$45,000.00
Debris Removal (Trees)	200	cy	\$50.00	\$10,000.00
Waterman Gates	2	each	\$4,000.00	\$8,000.00
Pipeline	1000	ft	\$35.00	\$35,000.00
Trash Rack	2	each	\$3,500.00	\$7,000.00
Dewatering	1	each	\$25,000.00	\$25,000.00
Excavation	1500	cy	\$20.00	\$30,000.00
Compacted Fill	1000	cy	\$20.00	\$20,000.00
36" cmp	20	ft	\$100.00	\$2,000.00
Mob and Demob, Misc items	1	each	\$25,000.00	\$25,000.00
				\$1,242,500.00

Technical Assistance Amount \$30,000.00

Total Project Amount \$1,272,500.00

25% Match = \$318,125 (this has been waived, so no cost to Lincoln County)



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 Approval of Appropriation 23-ZH5051-1 in the Amount of \$2,500,000.00 for Infrastructure Upgrade in Response to the McBride Fire in Ruidoso and the County of Lincoln

Tuesday, October 17, 2023

APPROPRIATION RECIPIENT:**Lincoln County**APPROPRIATION NUMBER: APPROPRIATION AMOUNT: REVERSION DATE:**23-ZH5051-1** **\$ 2,500,000.00** **June 30, 2024**APPROPRIATION LANGUAGE

Two million five hundred thousand dollars (\$2,500,000) for infrastructure upgrades in response to the McBride fire in Ruidoso and Lincoln county. Funds unexpended by June 30th, 2024, will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 15th, 2024. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

APPROPRIATION NOTICE OF OBLIGATION

Upon the effective date of this agreement, for permissible projects within the appropriation language, the Appropriation Recipient shall only be reimbursed monies for which the Department has issued and the Appropriation Recipient has received a Notice of Department's Obligation to Reimburse¹ (hereinafter referred to as "Notice of Obligation"). This agreement and the disbursement of any and all amounts of the above referenced Appropriation Amount are expressly conditioned upon the following:

1. Irrespective of any Notice of Obligation, the Appropriation Recipient's expenditures shall be made on or before the Reversion Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Appropriation Recipient and/or the services have been rendered for the Appropriation Recipient); and
2. The total amount received by the Appropriation Recipient shall not exceed the lesser of: (a) the Appropriation Amount or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Reimbursing Agency has received and accepted the Appropriation Recipient's Third-Party Obligation(s); and
3. The Appropriation Recipient's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
4. The Appropriation Recipient shall submit to the Reimbursing Agency one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party; and
5. Appropriation Recipient acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

¹ "Reimburse" as used throughout this Agreement includes Department payments to the Appropriation Recipient for invoices received, but not yet paid, by the Appropriation Recipient from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Appropriation Recipient.

6. The Reimbursing Agency may, in its sole and absolute discretion, issue to Appropriation Recipient a Notice of Obligation for the amount of that Third Party Obligation that only obligates the Reimbursing Agency to reimburse Appropriation Recipient's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit C.
7. The date the Reimbursing Agency signs the Notice of Obligation is the date that the Notice of Obligation is effective. After that date, the Appropriation Recipient is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Appropriation Recipient.

CERTIFICATION

I hereby certify that the **Lincoln County**

1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

Appropriation Recipient Representative

Date

Appropriation Recipient CFO

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 23-ZH5051-1 in the amount of \$2,500,000.

Wesley Billingsley
Director, Local Government Division

Date

STATE OF NEW MEXICO
HB2 Special Appropriation
Request for Payment Form
Exhibit A

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: \$ 0.00
C. AIPP Amount (If Applicable) : \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: \$ 0.00
F. Reversion Amount (If Applicable) : \$ 0.00
G. Grant Balance: \$ 0.00
H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)
I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (if applicable)

Grantee Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

Narrative
<i>Describe the outcomes, results, benefit, and or uses of the appropriation funds</i>

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT C**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____ Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____ Project Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 13

SUBJECT:

Discussion and Direction Regarding Letter of Support to Request the NM State Engineer's Office Perform a New Study of the Upper Tularosa Basin Water Aquifer – Chairman, Todd Proctor and Stirling Spencer

Tuesday, October 17, 2023

Bar W Ranch, Inc.
PO Box 36
Carrizozo, NM 88301

Mr. Mike Hamman, NM State Engineer

130 South Capital Street

PO Box 25102

Santa Fe, NM 87504-5102

Dear Sir:

I am writing you as to my understanding of the water laws of New Mexico and the present violation that is taking place in my area of District 4, of which I have contacted that engineer and made protests to no timely avail in satisfaction of remedy of what I know is a violation of NM State Water Law.

I own a ranch that has been in operation since 1869 and utilizes the ground waters of the Tularosa Basin in compliance with NM State Water Laws, and these waters are essential to the ranches operation and sustainability. These waters are being impaired over the last year due to diversion wells in the vicinity.

The wells that are affecting my diversions are T-02660 and T-01856, T01962-S that are not in compliance with NM water law. I have formally protested T-02660 and have been waiting for a long periods of time as for that hearing and have also pointed out to the Mayor of Carrizozo the unlawful selling of water from T-01856 & T-01962-S without formal change of purpose.

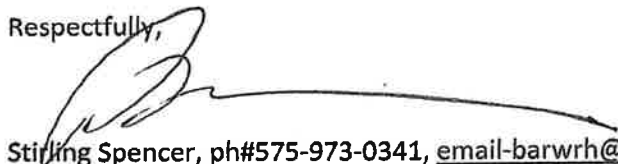
The above mentioned wells have caused depletion and even loss of production from my ranch wells and springs that have priority. I am asking you to investigate these facts and have timely hearings accordingly in order that I may stay in business and provide for my livestock.

I would also ask that you request appropriations' if necessary to study and find out the groundwater capacity of the Upper Tularosa Basin in order to plan proper conservation an use without conflict according to NM Water Laws, impairment is happening now and subdivision approvals, etc. uses have been and are being planned in diversion of more water from this underground aquifier.

I have talked to legislature members in the area and if necessary they would be available to carry an appropriations bill for your office to accomplish this.

Please responded to this letter in the next two weeks, as the topics are very ergent.

Respectfully,



Stirling Spencer, ph#575-973-0341, email-barwrh@gmail.com

October 5, 2023

OCT 10 2023

BAR W RANCH

PO BOX 36

FINANCE DEPARTMENT

CARRIZOZO, NM 88301

barwrh@gmail.com 575-973-0341

TO: Lincoln County Commission

Subject: Tularosa Basin Ground Water

As cited in report by Bhasker K Rao, N.M. State Engineers Office, at the present and future estimate of withdrawal of groundwater from the greater Carrizozo area, utilizing an average of @ 10+ inches of moisture per year, mining of the available present recharge waters will take place. Compounded by the last 20 plus years of 2-6 inches of moisture, the projections further make cause for a critical outlook.

There have been other studies since the above one/(attached), that have some conflicting results which calls for the necessity of a new study. Many of the conflicting studies utilize annual precipitation at 10-26 inches. Sited by Shoemaker and Asso. in a report by Aegean Consulting LLC., critical water supply conditions may occur in the Nogal and Carrizozo communities.

The welfare of the Lincoln County citizens in this basin along with centuries of economic activity is in jeopardy should the negative projections and reports be correct.

Presently, many of my wells and springs on the Bar W Ranch, which is in the studied area, have either ceased production or have a lessened productivity.

I am asking this County Commission to request, along with other commissioners and legislators in this basin, of the NM State Engineers' Office along with state legislative support to perform a new study to account for the sustainable water resource in the upper Tularosa Basin, (which also effects the upper part of the lower basin).

As your citizen,

Stirling Spencer, President

Bar W Ranch, Inc.

9 October 2023

MISC

DOCS

No 1211

1985

MISC
DOCS
No. 1211

GROUNDWATER RESOURCES IN THE CARRIZOZO AREA,

NEW MEXICO

Bhasker K. Rao

New Mexico State Engineer Office

Santa Fe, New Mexico 87503

ABSTRACT

Groundwater near Carrizozo, New Mexico, occurs in alluvium and in consolidated aquifers of Cretaceous age. Recharge to the aquifers occurs along mountain fronts. The mountain front recharge is estimated to be approximately 3000 acre-feet per year or nearly 7.5 percent of the precipitation. Observed water level declines indicate local groundwater mining.

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GROUNDWATER RESOURCES IN THE CARRIZOZO AREA,
NEW MEXICO

Bhasker K. Rao

New Mexico State Engineer Office

Santa Fe, New Mexico 87503

PURPOSE AND SCOPE

The purpose of this paper is to describe the current groundwater conditions near Carrizozo, New Mexico, and to provide estimates of groundwater recharge and availability. Recent, unpublished hydrologic data on water levels, water quality, irrigated acreage and groundwater pumpage for the Carrizozo area were collected and analyzed. Groundwater recharge is estimated using mountain front recharge models.

Basic hydrogeologic information for the Carrizozo area is available in previous studies (J. B. Cooper, unpubl. 1958; Cooper, 1964, 1965; G. E. Hendrickson, unpubl. 1949; and Weber, 1964). Most of the well inventory and water level data are obtained from Cooper (1965) and United States Geological Survey (USGS) computer databases. Data were analyzed for an area covered by T7S through T9S and R10E through R12E, which includes the village of Carrizozo and surrounding areas of groundwater development.

HYDROGEOLOGY AND HYDROLOGY OF THE CARRIZOZO AREA

Important aquifers in the Carrizozo area consist of Quaternary alluvium and Cretaceous sandstones (Weber, 1964, fig. 2). Eastward-dipping Upper Cretaceous (Mesaverde Group) sandstones underlie the alluvium. Mancos Shale and Dakota Sandstone, also Cretaceous, underlie the Mesaverde. Numerous springs found in the area are either associated with Cretaceous rock outcrops or issue from alluvium at places where

rock ledges form subsurface dams. The eastward-dipping Cretaceous strata have been intruded by igneous rocks in many places. These igneous intrusives form barriers to groundwater movement in the Cretaceous rocks, resulting in complex hydrogeologic conditions in the areas of intrusive activity.

The alluvium ranges in thickness from a few feet west of Carrizozo to more than 100 feet near the center of the Carrizozo plain (the area east of Carrizozo). From the center of the Carrizozo plain to the mountains, the alluvial thickness decreases to almost zero. The alluvium consists of heterogeneous deposits of unconsolidated clay, silt, sand, gravel and boulders. Much gypsum is present in the clay deposits.

Groundwater occurs in the alluvium under unconfined conditions. There is no indication that groundwater in the Mesaverde Group is under confined conditions; and it is probable that, in part of the area, there is a hydraulic connection between the alluvium and the Mesaverde Group (J. B. Cooper, unpubl. 1958).

GROUNDWATER RECHARGE

Recharge to the alluvium is from runoff in an area of about 50 square miles in the mountains east of Carrizozo. With an estimated average annual precipitation of about 15 inches, about 40,000 acre-feet of water are received as precipitation in this area each year (G. E. Hendrickson, unpubl. 1949). Cooper (1965) indicated that recharge to the alluvium may be only a small part of the total precipitation. High evaporation and transpiration losses are probable during hot summer months. Keith (1980) observed that winter precipitation is primarily responsible for mountain front recharge. Near Carrizozo, more than 60 percent of the precipitation occurs during summer months. The percent-

age of precipitation that recharges the aquifer is difficult to estimate; however, some guidelines are available.

Maxey and Eakin (1949) developed a recharge model which assumes that mountain front recharge is a function of elevation-precipitation relationships. Based on the Maxey-Eakin model, precipitation-recharge relationships were developed for the desert basins of Nevada (Watson et al., 1976). A 12- to 15-inch precipitation zone is estimated to contribute approximately seven percent of the precipitation to recharge. Hood and Waddell (1968) estimated the average annual recharge to Skull Valley, Utah, using the Maxey-Eakin technique adjusted to the conditions of Skull Valley. The calculations indicated an average annual recharge rate of about six to seven percent of average annual precipitation.

Keith (1980) discussed the usability and soundness of different mountain front recharge models. The Darcy model (Besbes et al., 1978) is considered most desirable where water level contours parallel the mountain front and where transmissivity data are available. In this method, recharge is calculated as underflow across an equipotential line according to Darcy's law $Q = TIL$ where Q = recharge, T = transmissivity, I = gradient and L = cross-sectional width of aquifer. Because the 1957 water level contour map for the Carrizozo area (Cooper, 1965) shows water level contours to be parallel to the mountain front, this method can be used to calculate recharge, using values for T , I and L as described below.

Reported pumping and drawdown data, along with well diameter and duration of pumping, are available for three wells (J. B. Cooper, unpubl. 1958). Calculated specific capacities ranged from 5.7 gpm per ft to 12.6 gpm per ft. Transmissivity was estimated from specific capacity using

the method described by C. V. Theis (1963), assuming a specific yield of 0.2. Estimated transmissivity for a well in Sec. 14 T8S R10E was 2000 ft squared per day and the well was screened in both alluvium and Cretaceous rocks. Estimated transmissivity for a well in Sec. 21 T8S R10E was 1000 ft squared per day and the well was screened in Cretaceous rocks. Estimated transmissivity for a well in Sec. 6 T8S R11E was 850 ft squared per day and the well was screened in alluvium.

An equipotential line corresponding to 5650-ft water level contour (Cooper, 1965) was selected for calculating underflow. A cross-sectional width of 8 mi and a gradient of 75 ft per mi were estimated and used for underflow calculation. The only available estimate of alluvial transmissivity is from a well in Sec. 6 T8S R11E and is equal to 850 ft squared per day. Because of lack of transmissivity data for the alluvium, the heterogeneous nature of the alluvium and uncertainty over the saturated thickness, it is difficult to determine with certainty an average transmissivity value for recharge calculations. A transmissivity value of 600 ft squared per day was selected as a low estimate within a reasonable range.

When the Darcy model was applied to the Carrizozo area, it yielded recharge estimates of approximately 3000 acre-feet per year or nearly 7.5 percent of the precipitation on the mountains. This compares well with the Maxey-Eakin estimates of mountain front recharge for Nevada (Watson et al., 1976) and Utah (Hood and Waddell, 1968).

Natural discharge from the alluvium occurs in the form of evapotranspiration, springs and possibly some leakage to the Mesaverde Group. The remaining amount of the recharge is believed to flow into the malpais (lava beds located about 6 mi west of Carrizozo).

Recharge to the Mesaverde Group may occur by downward leakage from the alluvium or upward leakage from deeper Cretaceous rocks. Deeper Cretaceous rocks (Dakota Sandstone) probably receive most of their recharge in the area to the west where they are directly overlain by the malpais. In the Carrizozo area, these Cretaceous sandstones are deeper than 4000 ft (see Weber, 1964, fig. 2); and significant upward leakage from these rocks to the Mesaverde Group that lies beneath the alluvium is not likely because the Mancos Shale, which is low in permeability, (Weber 1964, fig. 2) separates the Dakota Sandstone from the overlying Mesaverde Group. It is also possible that most of the precipitation on the malpais may move southwest as shallow subsurface flow along the old stream channel over which malpais are deposited and may not significantly recharge the Dakota Sandstone (J. W. Hawley, oral commun. 1985).

PRESENT GROUNDWATER DEVELOPMENT

The groundwater database for the well inventory contained records for 119 wells. Of these, 59 are stock wells, 13 are irrigation wells, ten are domestic wells, one is a public supply well, one is an industrial well and the remaining 35 are listed as unused wells. Sixty-one wells are pumped from alluvium, 24 from rocks of the Mesaverde Group and five from alluvium and rocks of the Mesaverde Group. No information is available for the remaining 29 wells. Information about well yields was available for only 14 wells. Yields for wells in alluvium ranged from 100 gpm to 400 gpm. Yields for wells finished in rocks of the Mesaverde Group ranged from 25 gpm to 1080 gpm.

Wells deeper than 100 ft are likely to obtain water from both alluvium and rocks of the Mesaverde Group or from rocks of the Mesaverde Group where the alluvium is thin or nonexistent.

According to data provided by Sorensen (1982), there were 360 acres irrigated by groundwater near Carrizozo in 1980. Total groundwater withdrawal for irrigation during that year was 1150 acre-feet. This estimate comes from calculated consumptive use requirements and an assumed irrigation efficiency. The State Engineer Office files indicate that the groundwater discharge from stock and domestic wells is small and probably less than 150 acre-feet per year. Sorensen (1982) reported that only 17 acre-feet of groundwater were withdrawn for community supply in 1980. The current estimated groundwater extraction in the Carrizozo area is, therefore, approximately 1350 acre-feet per year.

HISTORICAL WATER LEVEL CHANGES

The water level database contained records for more than 100 wells in the study area near Carrizozo. The number of years for which water level data were available varied from well to well. Data were available as early as 1957 up to 1984. The majority of the water level measurements were made consistently during the months of January through April. Changes in water levels could be calculated for only 50 wells.

Average annual rates of water level changes for each well were calculated for the entire period of data and for a consecutive five-year period from the latest data. When data did not permit the calculation of water level change rates for a five-year period, another time period was chosen.

A listing of selected wells and corresponding critical rates of water level change is provided in Table 1. The "critical rate of water level change" for a given well is defined as the maximum of historical rate of change and recent rate of change. Twenty-nine wells showed critical rates of water level change equal to or greater than 0.5 ft per year. A

positive change of water level in the table indicates a water level rise. Twenty-one wells show water level declines ranging from 0.5 ft per year to 7.1 ft per year. The remaining eight wells show water level rises ranging from 0.7 ft per year to 3.1 ft per year.

Water level changes can result from a variety of hydrologic phenomena. Water levels generally respond to long-term changes in precipitation or recharge and groundwater withdrawals. The observed water level declines probably are not due to lower-than-normal precipitation because precipitation near Carrizozo has been close to normal during the past decade. Pumpage information for individual wells in the Carrizozo area is not available. Correlation of the observed rates of water level changes with pumpage is, therefore, difficult.

PROJECTIONS OF FUTURE WATER LEVEL CHANGES

No evidence of significant recent increases in well pumpage near Carrizozo is available. However, based on water level changes in wells over time, it is believed that, even if pumpage continues at the present level, local groundwater mining near Carrizozo probably will continue to occur.

QUALITY OF GROUNDWATER

Water quality information included 102 observations from 1911 to 1982. Water quality data over time from individual wells were not available, precluding detection of long-term trends in water quality. For alluvial wells, sulfate ranged from 300 to 2150 mg/l with an average of 823 mg/l. Total dissolved solids ranged from 770 to 4960 mg/l with an average of 1906 mg/l. For wells tapping rocks of the Mesaverde Group, sulfate ranged from 215 to 2210 mg/l with an average of 769 mg/l. Total dissolved solids ranged from 790 to 3320 mg/l with an average of 1501

mg/l. Water in rocks of the Mesaverde Group seems to be of slightly better quality than water in the alluvium.

CONCLUSIONS

The mountain front recharge occurring from the mountains east of Carrizozo is estimated to be approximately 3000 acre-feet per year. This is the amount of renewable groundwater in the alluvial and Cretaceous aquifers in the Carrizozo area. It is not possible to withdraw this amount, however, without some local mining of groundwater and resulting drawdowns. Therefore, the recent rates of water level decline, which range from 0.5 to 7.1 ft per year, should be considered in future groundwater development in the Carrizozo area.

ACKNOWLEDGEMENTS

I wish to thank B. R. Orr (U.S. Geological Survey) and F. D. Trauger (Geohydrology Associates, Inc., Albuquerque, New Mexico) for their critical review of the paper. Thanks are also extended to my colleagues for their review and editing assistance. Eileen Galvez exhibited great patience in typing several versions of the manuscript.

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Table 1. Critical rates of water level change for selected wells near Carrizozo, New Mexico

Well number	Period of calculation	Critical rate of change (ft/yr)
07S.11E.31.3440	1981-84	- 2.6
07S.11E.35.2100	1976-81	- 6.8
08S.10E.01.4320	1976-81	- 1.4
08S.10E.03.1000	1978-84	- 0.8
08S.10E.04.1430	1981-84	- 3.3
08S.10E.04.3000	1976-78	- 1.1
08S.10E.09.1000	1978-84	- 1.5
08S.10E.13.1330	1957-78	- 0.7
08S.10E.22.2000	1978-84	- 0.8
08S.10E.25.3110	1978-84	- 5.3
08S.10E.32.4000	1978-84	- 0.5
08S.11E.02.1430	1981-84	- 1.2
08S.11E.02.4240	1981-84	- 1.2
08S.11E.02.4310	1981-84	- 1.0
08S.11E.04.2330	1981-84	- 1.8
08S.11E.06.431a	1978-84	- 1.1
08S.11E.11.2110	1976-78	- 0.6
08S.11E.12.1130	1981-83	- 5.0
08S.11E.14.1110	1976-81	- 7.1
08S.11E.15.2220	1982-84	- 1.2
09S.10E.06.4310	1978-84	- 1.4
07S.10E.28.2000	1976-83	+ 0.7
07S.10E.29.2220	1978-84	+ 1.0
08S.10E.10.2200	1981-84	+ 2.5
08S.10E.10.4000	1976-78	+ 0.8
08S.10E.17.3430	1978-84	+ 0.7
08S.11E.06.3100	1978-84	+ 3.1
08S.11E.06.4400	1981-84	+ 3.0
08S.11E.11.4200	1981-84	+ 1.3



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:

Lincoln County Detention Center Update – Warden, Ross Castleton

Tuesday, October 17, 2023



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 15

SUBJECT:

Lincoln County Medical Center:

- a. Update – Todd Oberheu
- b. Discussion and Approval for Local Artist, Michael Fish, to Paint Mural on Hospital Wall – Discussion of Costs

Tuesday, October 17, 2023



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 16

SUBJECT:

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

Tuesday, October 17, 2023



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 17

SUBJECT:

10:00 A.M.: PUBLIC HEARINGS:

- a. Consideration of Ordinance No. 2024-02, Repealing Lincoln County Ordinance No. 2020-02, Noisy Water Winery Local Economic Development Act (LEDA) Project RE: Requirements have been completed
- b. Consideration of Ordinance No. 2024-03, Noisy Water Winery Local Economic Development Act (LEDA) Project to Provide Public Support for Economic Development and to Contribute to the Community's Long-Term Economic Growth and Sustainability, Approval of Project Participation Grant Agreement, and Approval of Intergovernmental Agreement with New Mexico Economic Development Department

Tuesday, October 17, 2023

**STATE OF NEW MEXICO
COUNTY OF LINCOLN
ORDINANCE NUMBER 2024-02**

**AN ORDINANCE REPEALING LINCOLN COUNTY ORDINANCE NUMBER 2020-02
TITLED: NOISY WATER WINERY
LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT ORDINANCE**

WHEREAS, on the 28th day of May, 2020, Lincoln County Ordinance Number 2020-02 Relating to Noisy Water Winery's Local Economic Development Act (LEDA) Project and Secured Collateral was passed by the Board of Commissioners of the County of Lincoln; and

WHEREAS, on the 8th day of June, 2020, Lincoln County filed with the New Mexico Secretary of State its UCC Financing Statement Number 202000993948D; and

WHEREAS, via correspondence dated the 16th day of August, 2023, the State of New Mexico Economic Development Department confirmed that Noisy Water Winery's operation in Alto has provided a full return on investment to the State of New Mexico and Lincoln County per their Project Participation Loan Agreement requesting that Lincoln County release the collateral identified in its UCC Financing Statement Number 202000993948D and pass this Repealing Ordinance per LEDA statute; and

WHEREAS, on the 17th day of October, 2023, as a part of the regular meeting of the Board of Commissioners of the County of Lincoln, a Public Hearing was held; after which, a motion to terminate UCC Financing Statement Number 202000993948D, and to repeal Ordinance No. 2020-02 was approved.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE COUNTY OF LINCOLN, NEW MEXICO that:

Lincoln County's UCC Financing Statement Number 202000993948D shall be terminated; AND

Lincoln County Ordinance Number 2020-02 is hereby repealed.

This Ordinance shall take effect immediately upon approval and recording in the Public Records of Lincoln County.

PASSED, APPROVED, and ADOPTED this 17th day of October, 2023.

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

Todd F. Proctor, Chair

Jon F. Crunk, Vice Chair

Mark G. Fischer, Member

Pierre S. Pfeffer, Member

Samantha J. Serna, Member

Attest:

Shannan Hemphill, County Clerk

FY22 LEDA Application

Applicant	Jasper Riddle
Applicant ID	APP-017424
Company Name	Noisy Water Winery and Cellars
Phone	(575) 937-1296
Email	jriddle@noisywaterwinery.com
Status	Submitted
Application Amount	\$0.00
Funded/Approved	<input type="checkbox"/>
LEDA Starting Job Count	20
LEDA PPA Job Count Target	25

Contact Information

Question: Legal Company Name

Noisy Water Artwear, Inc.

Question: Trade Name (dba)

Noisy Water Winery

Question: Project Name

Winery Expansion

Question: Company Street Address

2342 Sudderth Drive

Question: Company City

Ruidoso

Question: Company State

New Mexico

Question: Company Zip

88345

Question: Phone

5756263225

Question: Website

noisywaterwinery.com

Question: Primary Contact Person First Name

Jasper

Question: Primary Contact Person Last Name

Riddle

Question: Federal Tax ID #

85-0401851

Question: NM State Tax and Revenue (CRS) #

02-197571000

Question: City/County Business License Registration will be pursued

☒ Yes

☐ No

Question: NAICS Code(s)

312130

Question: DUNS # (preferred but not required)

783543523

Question: This Business is organized as a:

☐ C-Corporation

☒ S-Corporation

☐ LLC

☐ Partnership

☐ Sole Proprietorship

☐ B-Corporation

Question: Incorporation Papers

[Articles of Incorporation copy 2.pdf](#) (5/10/2023, 11:46 AM)

Question: Resumes of all principals (owners, partners, directors or officers; required for businesses 1 year or younger)

No Attachments

Question: Company Contact for Project Administration (if different from above)

n/a

Question: Title

President

Question: Telephone

575-937-1296

Question: Cell Phone

575-937-1296

Question: Email

jriddle@noisywaterwinery.com

Project Information

Please include detailed information such as:

- Executive Summary; Business description and history
 - Infrastructure Development/Needs
 - Market analysis and strategy
 - Summary of competition
 - Tax Reporting Status
 - Effect on Existing Industry and Commerce during and after Construction
-

- Land Acquisition
- Local Purchasing
- Water Conservation
- Relocation of Individuals or Businesses
- Construction Schedule
 - Target Close Date
 - General Contract Signed
 - Construction Start
 - Construction End
 - New Facility Operational Date
- Operations plan; Organizational chart
- Any document or record that the local governing body, in its sole discretion, deems necessary.

Question: Description of the Proposed Development, its product and its timeline.

"The project will be located on our newly acquired property which is <5 minutes from our current winery facility. The 36 acres will most immediately provide for employee housing, additional warehouse space, vineyards, berry patches, greenhouses, lavender and sage grown under biodynamic farming practices, and hopefully in the future, a state of the art winemaking facility. We would use these products grown on the property in our wine, sparkling line and cider. The facilities would house a new bottling plant that would allow the winery to grow from 35k cases to over 100k cases annually. Outside of the large increase in production the facility would be a year around attraction and likewise would love to partner with local schools or 4-H programs to serve as an educational component. The property is a hidden wonder and a bit of an anomaly as it has a 5200-sq. ft. barn with living quarters. We plan to convert the existing barn into employee housing as there is a huge need in the Ruidoso area for affordable housing options, which would also allow us a competitive advantage for employee recruitment. Most of the property is gradually sloping to flat with plenty of south facing slopes, making them great for passive solar and farming. In the longterm plan of building a new winemaking facility a few years after we build the new warehouse to hold the finished goods storage from our upgraded bottling facilities. Our current facility is a former autobody shop that we are quickly outgrowing, we would be able to build a space designed for our specific needs and the current winemaking facility could be dedicated to our Uncle Dick's hard Cider & Seltzer program. The increase in facilities would also expand our distribution and copacking abilities for many other wineries and breweries in the region. The immediate improvements of adding employee housing and additional warehouse space will provide relief to our housing needs and storage space, which will allow us to immediately increase wine production which will lead to more distribution and shipping department staff, and warehouse staffing for the upgraded manufacturing. This would allow us to house current employees or recruit much needed employees for all of our Ruidoso based locations. My proposition would be to take this project on in 3 phases. The Expansion in warehouse space would increase the wineries production potential by 10,000-20,000 cases or \$2,400,000- \$4,800,000 in total sales which would bring at least an additional \$202,200-

\$404,400 of GR Tax Revenue, and an additional \$29,480 - \$59,000 in Alcohol Tax Revenue to the State.

"

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allow us to house current employees or recruit much needed employees for all of our Ruidoso based locations. My proposition would be to take this project on in 3 phases. The Expans

Question: Provide a detailed scope of work that is specific to the funding request/award and what the funds will be used for.

The project will be located on our newly acquired property which is less than 5 minutes from our current winery facility. The 36 acres will most immediately provide for employee housing, additional warehouse space, greenhouses, lavender and sage grown under biodynamic farming practices, and hopefully in the future a state of the art winemaking facility. We would use these products grown on the property in our wine line and cider. The facilities would house a new bottling plant that would allow the winery to grow from 35K cases to over 100K cases annually. Outside of the large increase in production the facility would be a year round attraction and likewise would love to partner with local schools or 4H programs to serve as an educationally component. The property is a hidden wonder and a bit of an anomaly as it has a 5200 sq. foot barn which we have converted into employee housing as there is a huge need in the Ruidoso area for affordable housing options, which is also allowing us to be more attractive in our employee recruitment. Most of the property is gradually sloping to flat with plenty of south facing slopes, making them great for passive solar and farming. In the longterm plan of building a new winemaking facility a few years after we build the new warehouse to hold the finished goods storage from our upgraded bottling facilities. Our current facility is a former autobody shop that we are quickly outgrowing, we would be able to build a space designed for our specific needs and the current winemaking facility could be dedicated to our Uncle Dick's Hard Cider & Seltzer program. The increase in facility would also expand our distribution and copacking abilities for many other wineries and breweries in the area. The immediate improvements of adding employee housing and additional warehouse space will provide relief in which will allow us to immediately increase wine production which would increase our staff needed in distribution and shipping dept staff and warehouse staffing for the upgrading manufacturing. This would allow us to house current employees or recruit much needed employees for all of our Ruidoso based locations. My proposition would be to take this project in 3 phases. The expansion of the warehouse space could increase the wineries production potentially by 10 - 20K cases or from \$2,400,000 - \$4,800,000

Question: Business Plan (required for businesses 1 year or younger)

Not Answered

Question: Supporting Documentation

No Attachments

Financial Information

*Upload sources and uses chart; enter N/A and zero for questions that do not apply to your business

Question: Provide detailed assumptions for your project including three years of projected cash flow income statements. If the applicant has been in business less than one year, you

may be requested to provide additional financial information after review.

[ledapdf.pdf](#) (5/17/2023, 8:19 AM)

CONFIDENTIAL

Question: Provide financial statements (balance sheet, profit and loss and cash flow) or tax returns for the past three years. Also provide interim statements within 90 days of application date.

[NOISY WATER ARTWEAR, INC 2019 Tax.pdf](#) (5/15/2023, 4:43 PM)

[Noisy Water 2021 Form 1120S TR \(1\).pdf](#) (5/15/2023, 4:42 PM)

[2020 form 1120S for Noisy Water Artwear.pdf](#) (5/15/2023, 4:42 PM)

CONFIDENTIAL

Question: What is the collateral/security to be pledged to the funds awarded?

- ☐ Letter of Credit
- ☐ Surety Bond
- ☒ Mortgage Security
- ☐ Security Agreement/Escrow
- ☐ Security Agreement/Lien
- ☐ Security Interest/Lien

Question: What is the method of appraisal for stated security (if Security Mortgage or Lien were selected above)?

Recent Appraisal of Property

Question: What is the equity investment from the applicant?

\$3,000,000.00

Question: External Equity Investment Sources

Bank

Question: External Equity Investment Amount

\$1,000,000.00

Question: City/County Funding Source

None

Question: City/ County Funding Amount

\$0.00

Question: Bank Loan Source (financial institution names), type (commercial, USDA, SBA 504, etc.), and stage (applied or approved)

Washington Federal Savings Bank, Ruidoso, NM, AG Credit NM

Question: Bank Loans Amount Total

\$1,000,000.00

Question: Other Loans Source

Cash Applicant

Question: Other Loans Amount

\$0.00

Question: Other Sources

none

Question: Other Sources Amount

\$0.00

Question: Total Project Amount (Sum of above)

\$3,000,000.00

Question: Supporting financial documentation

No Attachments

Company History and Background

Question: How long has the company been in operation, as of the date of application?

1/1/1991

Question: At the time of this application, how many full-time employees do you currently employ? Please provide the most recent Department of Workforce Solutions report below. If no employees, disregard report. Enter 0.

101.00

Question: List owners with more than 20% ownership stake in the company. Additionally, please list principal directors and/or officers.

Jasper D. Riddle. 79%
Mary Jo Piedmont 21%

Question: Are owners and/or officers current with financial obligations/payments to the State of New Mexico or any other Federal or State entity? If no, please explain.

yes

Question: Does the applicant have any loans or other financial obligations on which payments are not current? If yes, please explain.

No

Question: Please identify any financially affiliated/associated companies in which any of the applicant's owners have a 20% stake.

none

Community Aspects

Question: At the community level, what are the infrastructure needs not yet in place or in process that will affect this project's application?

No community level infrastructure needed. Rural development community assistance limited

Question: What specific incentives are being REQUESTED from the COMMUNITY? Please explain where the applicant is in this process and provide an idea of a timeline for incentives' deployment.

None

Question: What specific incentives will be PROVIDED from the COMMUNITY?(e.g. parcel of land, building lease, waiver of fees, utility access/extension)?

None

Job Creation / Performance

Please download the job creation worksheet to work up the required information for this section.

- [Job Creation Worksheet](#)

Question: Outline the number and types of jobs to be created.

Year Cumulative Full Time
Job Creation Target

Minimum Job
Number Job Determination Period %-Clawback
1 20+2=22 22 Ordinance Date 12/31/24 100
5 22+20=42 40 12/31/28 50%
Total 20+22=42 40

Question: Outline the proposed pay scale and payroll proposed by the entity.

Job Title # of Employees Average Hourly Wage Benefits as % of Salary
Forklift Driver 2 17.5 20%
Warehouse/Winery Production 8 18.5 20%
Assitant Winemakers 2 24 20%
Operations Personnel 4 29.5 20%
Truck Driver 2 18 20%
Equip./ Facility Maintenance 3.00 18 20%
Retail Staffing 6 14 20%
Facility Cleaning 2 15 20%
Distro Employees 2

Question: Outline the benefits offered to the employees, including but not limited to health care and retirement.

Full Time Employees are offered health care, AFLAC, Dental, Vision and 401K options to opt in after a required waiting period.

Question: Outline any efforts being made or proposed by the applicant to hire people within the local employment pool.

We use social media and other online presence for hiring.

Question: Attach job creation worksheet

[jobleda.pdf](#) (5/17/2023, 8:43 AM)

Question: Starting Headcount (from worksheet above)

20.00

Question: Total new jobs to be created Year 1 (from worksheet above)

2.00

Question: Total new payroll Year 1 (from worksheet above)

\$72,000.00

Question: Total number of new jobs to be created Year 2 (from worksheet above)

5.00

Question: Total new payroll Year 2 (from worksheet above)

\$187,500.00

Question: Total number of new jobs to be created Year 3 (from worksheet above)

4.00

Question: Total new payroll Year 3 (from worksheet above)

\$156,000.00

Economic Impact Analysis

NMEDD will perform an Economic Impact Analysis to address the impact to the local tax base, the school system, etc. using the Economic Impact Datasheet provided by the applicant.

Question: Outline any impacts to the environment, positively or negatively.

Noisy Water's impact will take a rural under utilized property and add employee housing, warehousing and help create a firewire green space that will offer hiking biking and space for locals and tourists to enjoy. Land Stewardship on this property alone will add significant benefit to the overgrown property that has been blighted and abandoned for years.

Question: Status of permitting/regulatory matters needed for project.

All permits and regulatory matters underway and no intended delays.

Attachments

Please download the authorization for examination and release of information template and the example employer quarterly wage and contribution report.

- [Authorization for examination and release of information form](#)
- [Employer quarterly wage and contribution report example](#)

If you are a new business, please apply for a NM Tax Identification Number here:

<http://www.tax.newmexico.gov/Businesses/wage-withholding-tax.aspx>

Please download the LEDA Application Affirmation Template here:

[LEDA Application Affirmation Template](#)

[Click here](#) to view a filled out sample.

Question: New Mexico Economic Development Department authorization for examination and release of information.

[2020 LEDA App Affirmation.pdf](#) (5/16/2023, 8:08 AM)

Question: Latest New Mexico employer's quarterly wage and contribution report submitted to the Department of Workforce Solutions.

[NM Unemployment Q1 2023.pdf](#) (5/15/2023, 4:46 PM) **CONFIDENTIAL**

Question: Affirmation and any other supporting documents

No Attachments

STATE OF NEW MEXICO



OFFICE OF
THE STATE CORPORATION COMMISSION

CERTIFICATE OF COMPARISON

OF

NOISY WATER ART WEAR, INC.

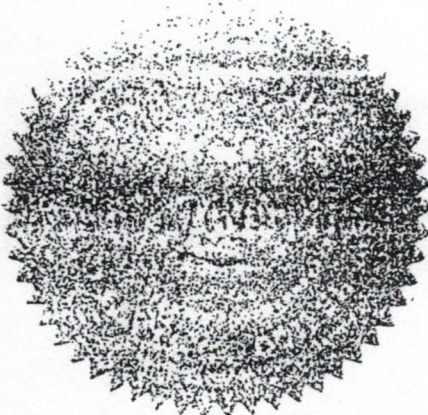
1565522

The State Corporation Commission certifies that the attached is a true and complete copy of the ****7**** page document(s) on file in this office.

This Certification is in accordance with Section 53-18-4 or Section 53-8-93, NMSA 1978.

Dated: MAY 11, 1992

In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the Seal of said Commission to be affixed at the City of Santa Fe



Jim F. Serna

Chairman

Alfred W. Salas

Director

1565522

Page # 2

FILED IN OFFICE OF
STATE CORPORATION COMMISSION
OF NEW MEXICO

MAY 11 1992

ARTICLES OF INCORPORATION

OF

CORPORATION DEPT.

NOISY WATER ART WEAR, INC.

We, the undersigned, being citizens of the United States of America and citizens and residents of the State of New Mexico, in order to form a corporation for the purposes hereinafter stated, under the laws of the State of New Mexico, do hereby make, execute and adopt the following Articles of Incorporation.

ARTICLE I

The name of this corporation shall be Noisy Water Art Wear, Inc.

ARTICLE II

The initial registered office of the corporation shall be 202 Mechem Drive, Ruidoso, NM 88345, and the initial registered agent at such address upon whom services of process against the corporation may be served is Mary Jo Riddle.

ARTICLE III

The nature of business or objects or purposes proposed to be transacted, promoted, or carried on are as follows:

A. To buy and sell into investments of all kinds, be they real or personal property, stocks, bonds, and/or securities, and the doing of any and all business incidental or connected therewith, and the doing and performing of any and all acts or

IN WITNESS WHEREOF, We have hereunto set our hands and seals
this 7th day of May, 1992.



MARY JO RIDDLE

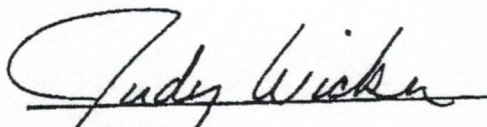
INCORPORATOR

STATE OF NEW MEXICO)

) ss.

COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this
7th day of May, 1992, by Mary Jo Riddle.



Notary Public

My commission expires:

12-5-94

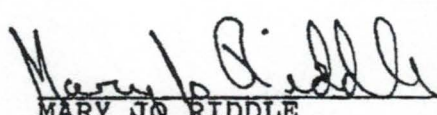
FILED IN OFFICE OF
STATE CORPORATION COMMISSION
OF NEW MEXICO

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT MAY 11 1992
BY DESIGNATED INITIAL REGISTERED AGENT
CORPORATION DEPT.

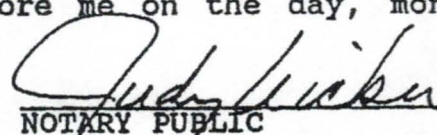
To the State Corporation Commission
State of New Mexico

STATE OF NEW MEXICO }
COUNTY OF LINCOLN } ss.

On this 27th day of May, 1992, before me a Notary Public in and for the State and County aforesaid, personally appeared Mary Jo Riddle, who is to me known to be the person and who, being by me duly sworn, acknowledged to me, that she does hereby accept her appointment as the initial Registered Agent of Noisy Water Art Wear, Inc., the corporation which is named in the annexed Articles of Incorporation, and which is applying for a Certificate of Incorporation pursuant to the provisions of the Business Corporation Act of the State of New Mexico.


MARY JO RIDDLE
REGISTERED AGENT

SUBSCRIBED AND SWORN TO before me on the day, month, and year first set forth.


NOTARY PUBLIC

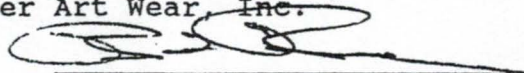
My commission expires:
12-5-94

RECEIVED
MAY 11 1992
N.M. ST. CO.
CORPORATION

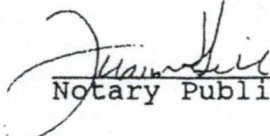
AFFIDAVIT OF DIRECTOR'S CONSENT
NOISY WATER ART WEAR, INC.

State of New Mexico)
County of Lincoln } ss.

Ricky L. Riddle, of lawful age and being first duly sworn upon his oath, states: I hereby consent to serve as a member of the board of directors of Noisy Water Art Wear, Inc.


Ricky L. Riddle

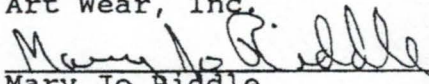
Subscribed and sworn to by Ricky L. Riddle this 9th
day of May, 1992.


Notary Public

My commission expires:

Oct. 23, 1995

Mary Jo Riddle, of lawful age and being first duly sworn upon her oath, states: I hereby consent to serve as a member of the board of directors of Noisy Water Art Wear, Inc.


Mary Jo Riddle

Subscribed and sworn to by Mary Jo Riddle this 7th
day of May, 1992.


Notary Public

My commission expires:

12-5-94

Ricky Riddle PO Box 2356 Ruidoso NM
88345

Mary Jo Riddle PO Box 2356 Ruidoso NM
88345

Noisy Water Artwear Inc.

Meeting Minutes

September 7th, 2013

I. Call to order

Mary Jo Piedmont(Riddle) called to order the regular meeting of the Noisy Water Artwear Inc at 1:00 PM on September 7th, 2013 in 2342 Sudderth Dr. Ruidoso, NM 88345.

II. Roll call

Mary Jo Piedmont(Riddle) conducted a roll call. The following persons were present: **Ricky L. Riddle, Jasper D. Riddle and Mary Jo Piedmont**

III. Approval of minutes from last meeting

Mary Jo Piedmont read the minutes from the last meeting. The minutes were approved as read.

IV. New business

- a) It is hereby decided on this date that **Ricky L. Riddle** will transfer all **50%** of his interest and shares of stock in **Noisy Water Artwear Inc** to **Jasper D. Riddle** effective immediately permitting transfer(new license application and approval) of winegrowers, wine wholesalers and wine off-site license .

Note: NO CHANGES WILL TAKE PLACE UNTIL ABOVE TRANSFERS AND LICENSE CHANGES ARE APPROVED BY STATE AND FEDERAL GOVERNMENTS. ONCE THIS IS DONE THE FOLLOWING WILL HAPPEN:

- b) **Ricky L. Riddle** will no longer hold any interest in **Noisy Water Artwear Inc.** or any of its holdings once above action is finalized
- c) **Mary Jo Piedmont** agrees to transfer **20.50%** Interest and shares of stock to **Jasper Riddle** once above mentioned license transfers are completed.
- d) The stock disbursement after completion of above stated transfer will be as follows (**Jasper D. Riddle 70.50%, Mary Jo Riddle 29.50%, Ricky L. Riddle 0%**).
- e) After above transfer is completed **Jasper Riddle** will assume title of President, Mary Jo Riddle will keep title Vice President.

Ricky L. Riddle adjourned the meeting at **2:05 PM**.

Minutes submitted by: **Mary Jo Piedmont**

Minutes approved by: **Ricky L. Riddle**

Mary Jo Piedmont DATE 9-7-2013 [Signature] DATE 9/7/13

Minutes approved by: **Jasper D. Riddle**

[Signature] DATE 9-7-13

Noisy Water Artwear Inc
Meeting Minutes

July 15, 2015

I. Call to order

Jasper Riddle called to order the regular meeting of the managing partners at 9am on July 15, 2015 at 2332 Sudderth Drive, Ruidoso NM 88345.

II. Roll call

Jasper Riddle conducted a roll call. The following persons were present: Mary Jo Piedmont – Vice President, Jasper Riddle – President

III. Approval of minutes from last meeting

Jasper Riddle read the minutes from the last meeting. The minutes were approved as read.

IV. Open issues

a) N/A

V. New business

VI. Changing Mary Jo Piedmont % of ownership to 24.5 % and changed Jaspers to 75.5 % and both parties agreed

VII. Adjournment

Jasper Riddle adjourned the meeting at 9:10 am .

Minutes submitted by: Jasper Riddle

Minutes approved by: Mary Jo Piedmont

Minutes submitted By: Mary Jo Piedmont

Minutes submitted By: Jasper Riddle

Mary Jo Piedmont 7/15/15
Jasper Riddle 7/15/15

<i>SAMPLE</i>			Number of Jobs Created	
Job Title or Type	Estimated Pay Scale	At Start-up	Beginning of Year 2	Beginning of Year 3
Forklift Driver	17.5	1		1
Warehouse Prod.	18.5	6	2	1
Asst Winemaker	24	2		1
Ops Personnel	29.5	2		1
Truck Driver	18	1		
Equip/Facility Maint.	18	2		1
Retail Staff.	14	4		
Disto Emp	16	2		
Total No. of Jobs Created			2	5
Total Estimated Payroll				259,500

Please indicate in the above chart which jobs will be:

- Fill locally (L)
- Fill by transfer from other facilities or recruit from outside the COMMUNITY (T) or (R)

***NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT
AUTHORIZATION FOR EXAMINATION AND RELEASE OF
INFORMATION**

Taspo (2017) hereby grants permission to the New Mexico Economic Development Department to conduct a review, full disclosure, and release of any and all information authorized pursuant to federal and state law. The purpose for obtaining and examining the information is to construct a record of the company's personal and professional history, including credit history, to ensure it meet the requirements that the New Mexico Economic Development Department has established for potential recipients of State funds. The company understands an investigation will be conducted by the New Mexico Economic Development Department, the New Mexico Department of Public Safety, or their contractors, and the results of the investigation will only be supplied to the New Mexico Economic Development Department.

Taspo, R. 0000, hereby grants the New Mexico Economic Development Department permission to obtain any information in its background pertaining to any credit (to include obtaining a copy of a commercial credit report), education, bankruptcy, investigation, arrest and/or conviction of it or its principals in any criminal or civil matter. The company also authorizes an employee of the New Mexico Economic Development Department, as its authorized representative, to obtain from the New Mexico Taxation and Revenue Department and/or the Department of Workforce Solutions any tax information that is in any way related to a company Taspo R. 0000 owns or has invested in. Taspo R. 0000, hereby directs you to release such information upon the request of this bearer. Taspo R. 0000, hereby releases you as a custodian of such records for any criminal justice, law enforcement or court agency, including its officers and employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, that may at any time result to the New Mexico Economic Development Department or the State of New Mexico because of compliance with this authorization and request to release information; or any attempt to comply with it.

1. The information reviewed, disclosed, and/or released may be used by the New Mexico Economic Development Department for any lawful purpose and/or to determine the company's suitability to receive funds from the State of New Mexico.
2. Taspo R. 0000 hereby releases the providers and users of the information collected pursuant to this authorization from any liability under state or federal privacy laws and further release the New Mexico Economic Development Department, its contractors, agents, and/or employees from any liability which may be incurred as a result of the collection and use of information.

3. Taspar R. Riddle, understands that it may revoke this authorization in writing at any time.

FULL NAME:

SIGNATURE:

TITLE:

COMPANY:

The above named certifies that they are authorized to commit to this release on behalf of the company identified.

Please provide below information if company is a sole proprietorship:

SSN:

DOB:

DATE: Oct. 12, 2023

*** This Document is only valid if notarized**

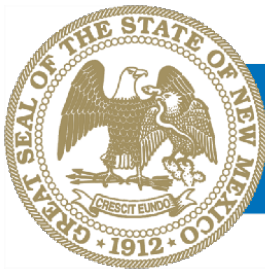
Scribed and sworn to me on this 10/12 day of
2023, of Lincoln County, New Mexico

Signed

My Commission expires:

Notary Public

STATE OF NEW MEXICO
NOTARY PUBLIC
ALEXIS R WOODWARD
COMMISSION NUMBER 1139704
EXPIRATION DATE 02-13-2027



ECONOMIC
DEVELOPMENT
DEPARTMENT

Michelle Lujan Grisham • Governor
Alicia J. Keyes • Cabinet Secretary

Exhibit C – LEDA Application

Affirmation of officer of Company


Declaration of Noisy Water Artwear INC Noisy Water Winery Officer

I, Jasper Riddle, declare as follows:

I am President for Noisy Water Winery and I have been employed in this capacity since 2010. Except where otherwise noted, I have personal knowledge of the facts set forth in this declaration.

Date: 5/16/23

I declare under penalty of perjury that the foregoing is true and correct.



Name **Jasper Riddle**
Job Title **President**
Name of Company **Noisy Water Artwear INC DBA Noisy Water Winery**

INTERGOVERNMENTAL AGREEMENT NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT
AND
THE COUNTY OF LINCOLN, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("NM EDD") and the County of Lincoln ("COUNTY") and collectively referred to as "the Parties," with reference to the following facts.

SECTION 1: RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to NM EDD for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978, Sections 5-10-1 through 5-10-17 (as amended) ("LEDA"), is to provide "public support of economic development to foster, promote and enhance local economic development efforts ... " Section 5-10-2(B); and

WHEREAS, COUNTY has adopted LEDA by Ordinance No. 2009-2 which established COUNTY's Economic Development Plan that promotes economic development within COUNTY; and

WHEREAS, COUNTY has adopted Ordinance No. 2024-03 ("Ordinance") to approve this economic development project ("Project") to reimburse NOISY WATER WINERY, LLC ("COMPANY") for costs associated with land, building and infrastructure; and

WHEREAS, COUNTY has entered into a Local Economic Development Project Participation Agreement ("PPA") with COMPANY. A copy of the PPA and any amendments and exhibits thereto is attached hereto as **Exhibit A**; and

WHEREAS, NM EDD and COUNTY desire to enter into this Agreement to facilitate disbursement of funds for the Project.

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 2. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to place the primary responsibility on COUNTY for managing the fiscal aspects of the "PPA". It is the intent of the Parties that NMEDD will transfer an amount not to exceed two hundred twenty-five thousand dollars (\$225,000) to the COUNTY for the Project. The Parties agree that any and all State funds received will be accounted for by the COUNTY as the fiscal agent for NM EDD in accordance with the established procedures COUNTY will use to account for the economic purposes described in the "PPA" only.

SECTION 3. SCOPE OF WORK:

COUNTY will act as fiscal agent for the Project. NM EDD will transfer an amount not to exceed two hundred and twenty-five thousand dollars (\$225,000) to COUNTY for reimbursement of land, building and infrastructure costs for the Project, pursuant to Section 5-10-3(D) of LEDA.

NM EDD and COUNTY agree that COMPANY must meet the terms and conditions of the PPA. Such violation, after any cure period granted, will require that the COUNTY execute on the security interest, which is a certificate of deposit established by COMPANY. All the terms, conditions and requirements set forth under the PPA are incorporated into this Agreement by reference.

SECTION 4. COUNTY RESPONSIBILITIES:

COUNTY shall:

1. Submit all documentation supporting expenditures made to implement the Project in a format acceptable to NM EDD. COUNTY shall notify NM EDD in writing of any default by the qualified entity within ten (10) days of the event of default;
2. Serve as Fiscal Agent for the funds transferred to it under this Agreement;
3. Complete all of the following goals identified in this Agreement within the time limits agreed upon by the Parties:
 - a. Account for receipts and disbursements of the funds;
 - b. Provide NM EDD with the required financial documentation pertaining to this disbursement;
 - c. Submit all required and reasonably requested documentation to NM EDD including the endorsed Ordinance approved by COUNTY Commission accepting the Project as a qualifying entity for LEDA, and PPA entered into by COUNTY and COMPANY, a fully executed copy of the security interest, and other documentation as required by NM EDD within the time required; and
4. Not impose any obligations on NM EDD with respect to the administration of this Project, other than the reimbursement of funds described in this Agreement; and

The Parties shall create a Schedule listing all such time limits which shall then be appended to this Agreement and thereupon incorporated into this Agreement and made a part hereof by this reference as though set forth in full.

SECTION 5. COUNTY CERTIFICATIONS:

As Fiscal Agent, COUNTY hereby assures and certifies:

1. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of State funds;
2. It has the legal authority to receive and expend the funds;
3. It will enforce the provisions of Ordinance 2024-03 approving the Project;
4. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long-term economic development benefits;
5. It will provide NM EDD all documentation and references to any expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and copies of all reports and documentation it receives from COMPANY;

6. It has entered into a PPA and has obtained all financial documentation necessary to protect COUNTY's and the State's investments in this project;
7. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined in Section 2 - Purpose of Agreement and Section 3 - Scope of Work stated above;
8. It will notify NM EDD of any default within ten (10) days of the event of default. Further, COUNTY shall provide the opportunity for any default to be cured by COMPANY, in accordance with the PPA prior to termination thereof.
9. No officer, or employee of COUNTY or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. COUNTY shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and
10. It has complied with Article IX, Section 14 of the New Mexico Constitution, known as the "anti-donation clause."

SECTION 6. NM EDD RESPONSIBILITIES:

Transfer an amount not to exceed two hundred twenty-five thousand dollars (\$225,000) from the appropriation to COUNTY for the loan made to implement the Project.

Monitor the progress of the Project.

The Parties shall create a Schedule listing all such time limits which shall then be appended to this Agreement and thereupon incorporated into this Agreement and made a part hereof by this reference as though set forth in full; and

At its discretion, review and audit the Project if it is deemed to be necessary or desirable.

SECTION 7. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate no later than five (5) years from that point.

SECTION 8. LIABILITY:

No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41- 4-1, et seq. The Parties may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the Party, as determined by the Party responsible for payment.

SECTION 9. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS:

1. Property purchased under this Agreement for the Project shall remain with the purchasing Party unless otherwise agreed upon.

2. COUNTY shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used, and such other records as NM EDD may require.

3. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds are possessed by the COUNTY, the COUNTY shall return said funds to NM EDD for disposition in accordance with law.

SECTION 10. STRICT ACCOUNTABILITY:

COUNTY shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to NM EDD and the New Mexico State Auditor upon request and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

Section 11. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to a Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The Parties hereby designate the individuals named below as their representative responsible for the overall administration of this Agreement.

To NM EDD:

Channing Hofman
Financial Development Team Leader
Joseph Montoya Building
1100 St. Francis Drive
Santa Fe, New Mexico 87505
Channing.hofman@edd.nm.gov

To COUNTY:

COUNTY OF LINCOLN
Attn: County Manager
P.O. 711
Carrizozo, NM 88301

SECTION 12. AMENDMENTS:

This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 13. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below.

COUNTY OF LINCOLN

Todd F. Proctor
Chairman of the Board of Lincoln County Commissioners

Date:

Approved as to form

Alan Morel, County Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____
Alicia J. Keyes
Cabinet Secretary

Date: _____

By: _____
Jesika Ulibarri
Legal Counsel, certifying legal authority

LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION GRANT AGREEMENT

THIS LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION GRANT AGREEMENT (the "Agreement") is entered into as of the 17th day of October, 2023, by and between the COUNTY OF LINCOLN (the "County"), a political subdivision of the State of New Mexico (the "State"), and NOISY WATER WINERY, LLC (the "Company").

WHEREAS, the purpose of the Local Economic Development Act ("LEDA"), NMSA 1978, §§ 5-10-1, et. seq. (the "Act"), is to provide public support for economic development to foster, promote and enhance local economic development efforts; and

WHEREAS, the County anticipates receiving an appropriation of funds (the "Appropriation") allocated from the State to convey these funds to the benefit of the Company; and

WHEREAS, the County will act as fiscal agent for the State's appropriation supporting the Project (the State's "contribution") and will use the funds appropriated by the State, pursuant to §5-10-3 of the Act, to convey the funds to the Company, for the Company's property leases and mortgages payments.

NOW THEREFORE, the parties agree as follows:

1. Goals and Objectives. The objective is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.
2. The Company Contribution. The Company agrees for its contribution to this economic development project to acquire a certificate of occupancy and hire an additional seven full-time employees.



3. The State Contribution; Procedure for Disbursement of the State Contribution. The State of New Mexico Economic Development Department has agreed to provide to the Company the sum of two hundred twenty-five thousand dollars (\$225,000) for a period not to exceed five (5) years from the date hereof to be used to reimburse the company for Company's land, building and infrastructure expenses as defined in the chart following.

<i>LEDA Disbursement Schedule</i>		
<u><i>Tranche</i></u>	<u><i>Amount of State Contribution Available for Disbursement/Tranche</i></u>	<u><i>Disbursement Performance Milestone</i></u>
1	\$150,000	Obtain certificate of occupancy, hire an additional 2 employees for a total of 22 full-time employees and maintain for one quarterly reporting period, document LEDA-eligible expenditures and be current with all EDD-required reporting.
2	\$75,000	Hire an additional 5 employees for a total of 27 full-time employees and maintain for one quarterly reporting period, document LEDA eligible expenditures and be current with all EDD-required reporting.

4. Security. As security for the faithful performance and payment of all of the Company's obligations under this Agreement, the Company shall furnish to the County, and maintain during the entire term of this Agreement, a certificate of deposit equal to the amount of public funds received. Security will be held in place for the duration of the project.
5. Clawbacks. Facility Closure Clawback. If the Company ceases operations in the County on or before December 31, 2028, the Company will repay to the County all LEDA Funds that the Company received as of that date (the "Facility Closure Clawback") and the County shall have the right to execute reimbursement from the Security, but only after thirty (30) days following written demand for payment to the Company. For purposes of this Agreement, a failure to produce product for a period of 90 days or more or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or

replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, may not constitute a failure by the Company to comply with this Section. If the Company ceases operations for any of the causes set forth in this Section, the Company shall submit a plan for resolving such cessation of operations within 30 days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the County within 10 days and the County and EDD will determine if a Clawback is necessary.

6. Performance Clawback. It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "Cumulative Fulltime Target Job Number" on the Job Measurement Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "Minimum Job Number" in the table below 1 on each of the specified Job Measurement Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the County which will be applied in the percentage set forth in the table below:

<i>Job Creation Commitment and Schedule</i>					
<u>Year</u>	<u>Cumulative Full Time Job Creation Target</u>	<u>Minimum Job Number</u>	<u>Job Determination Period</u>		<u>%-Clawback</u>
1	20+2=22	22	Ordinance Date 10/17/23	12/31/24	100%
5	22+20=42	40		12/31/28	50%
<i>Total</i>	25				

- For the purposes of this Section: The "Clawback Penalty" is a penalty that the Company will be required to pay the County upon the Company's failure to meet the Minimum Job Target on the applicable Job Determination Date if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State Contribution paid to the Company as of that time. For purposes of this

subsection, the "Percentage Hiring Shortfall" shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job Number for applicable Job Determination Date. "Cure Period" is the period of 180 days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the County a Clawback Penalty determined in accordance with the table set forth above.

- The parties hereto recognize certain economic factors generally described as "Business Climate Changes" are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. "Business Climate Changes" means substantial changes, beyond the control of the Company within the industry in which the Company operates, that causes a significant decrease in the Company's ability to perform pursuant to the requirements of this agreement with the County. The Company may request specific modifications to the job creation schedule in writing within ten days of learning of the existence of the "Business Climate Change." Such notification shall include the details of the business climate change, the effect thereon on the Company, and the modification of this agreement the Company requests. If the County and EDD agree that Business Climate

Changes have affected the Company's ability to perform, the Performance Clawback may be modified.

7. Fees. Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment of this Agreement.
8. Quarterly and Annual Requirements. The Company is required to submit online to the New Mexico Economic Development Department each quarter's ES903A filing to the Department of Workforce Solutions or its equivalent through the term of the PPA and Project Close-out. The Company is required to complete an annual Economic Incentive Analysis data sheet provided by the State of New Mexico Economic Development Department by February 28th of each year of this agreement beginning in 2025. Failure to complete EIA by April 15th of any year will result in a 10% Clawback of all LEDA funds received.
9. Request for early release of security. If the Company achieves and then sustains the Minimum Job Number of 42 employees for six (6) consecutive months prior to December 31, 2028, the Company may request a full or partial release of Security. Said request shall be made to the County in writing and accompanied by documentation consisting of its quarterly job reports demonstrating such employment and a completed economic impact data sheet, provided by the New Mexico Economic Development Department. A request for release of the Security may not be submitted prior to June 30, 2025. If a request for early release of Security is granted, the job reporting, and annual performance review requirements of this Agreement remain in full effect through the termination date stated above.
10. Effective Date. This Agreement will be effective as of execution and shall terminate five (5) years from that date.
11. Liability. No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or

obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4- 1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.

12. Notice. All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by recognized overnight delivery service, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown in the signature block of this Agreement. If notice is mailed it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. A party may change its notice address by written notice to the other party to this Agreement.

13. Amendments. This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto.

14. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

COUNTY OF LINCOLN

Name: _____
Todd F. Proctor
Title: Chairman of the Board of Lincoln County Commissioners

Date: _____

Address for Notice:
County of Lincoln
Attn.: County Manager
P.O. Box 711
Carrizozo, New Mexico 88301

APPROVED TO AS FORM

Alan Morel, County Attorney

NOISY WATER WINERY

Name: _____
Jasper Riddle
Title: Owner

Date: _____

Address for Notice:
Noisy Water Winery
Attn: Jasper Riddle
104 Alto Pines Trail
Alto, NM 88312

**COUNTY OF LINCOLN, NEW MEXICO
ORDINANCE NO. 2024-03**

**APPROVING THE PROJECT AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT AND A PROJECT PARTICIPATION
AGREEMENT, ACCEPTING FROM THE NEW MEXICO ECONOMIC
DEVELOPMENT DEPARTMENT A \$225,000.00 GRANT FOR ECONOMIC
ASSISTANCE TO SUPPORT THE EXPENSES INCURRED BY NOISY WATER
WINERY FOR LAND, BUILDING AND INFRASTRUCTURE**

IT IS HEREBY ORDAINED by the Board of County Commissioners of the County of Lincoln, New Mexico as follows:

SECTION 1. SHORT TITLE.

This Ordinance shall be cited as the “Noisy Water Winery LEDA Grant Ordinance” and shall be referred to herein as the “Ordinance” or “this Ordinance.”

SECTION 2. AUTHORITY.

This Ordinance is enacted pursuant to the New Mexico Constitution, Article IX, Section 14(D), the Local Economic Development Act, NMSA 1978, Chapter 5, Article 10; and the County of Lincoln, New Mexico Economic Development Ordinance, No. 2009-2.

SECTION 3. DEFINITIONS.

- A. “Board” means the Board of County Commissioners of the County of Lincoln, New Mexico.
- B. “County” means the County of Lincoln, New Mexico.
- C. “EDD” means the New Mexico Economic Development Department.
- D. “LEDA” means the Local Economic Development Act, NMSA 1978, Chapter 5, Article 10.
- E. “Project” means LEDA’s assistance to Noisy Water Winery with the costs associated with its land, building and infrastructure needs, and to provide job and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.
- F. “Property” means the real property located at 104 Alto Pines Trail, Alto, New Mexico 88312.
- G. “NWW” means Noisy Water Winery.

SECTION 4. FINDINGS.

A. NWW has submitted an application for economic assistance as required by Section 7 of County Ordinance 2009-02.

B. The Board has reviewed the application and hereby determines that the Project warrants the economic assistance set forth in this Ordinance, as well as the Local Economic Development Project Participation Grant Agreement attached as *Exhibit A* hereto, based upon the following factors:

i. NWW is a qualifying entity under LEDA, in that it is “an industry for the manufacturing, processing or assembling of agricultural or manufactured products” as provided for in NMSA 1978, § 5-10-3(G)(1); and

ii. NWW agrees for its contribution to this Economic Development Project to acquire a certificate of occupancy and hire an additional seven (7) full-time employees; and

iii. NWW is an expanding business; and

iv. The economic assistance to be provided under this Ordinance and the Local Economic Development Project Participation Agreement is permissible under LEDA, in that it represents direct or indirect assistance for infrastructure and building for the Project.

SECTION 5. APPROVAL OF PROJECT AND PROJECT PARTICIPATION LOAN AGREEMENT

Subject to the contingencies as set forth in Section 7 of this Ordinance, the Board hereby approves of the Project and the Local Economic Development Project Participation Agreement; provided, however, the County Manager is authorized to negotiate and agree to on behalf of the County non-substantive changes to the Local Economic Development Project Participation Grant Agreement as set forth in Section 8 of this Ordinance.

SECTION 6. ECONOMIC ASSISTANCE TO BE PROVIDED

Subject to the provisions of this Ordinance and the Local Economic Development Project Participation Agreement, the County shall provide the following assistance to NWW for the Project:

A. An amount not to exceed two hundred twenty-five thousand dollars (\$225,000.00) via a Grant to be transferred from EDD to County for a period not to exceed five (5) years to be used to reimburse NWW for NWW’s land, building and infrastructure expenses as defined in the following chart:

<i>LEDA Disbursement Schedule</i>		
<i><u>Tranche</u></i>	<i><u>Amount of State Contribution Available for Disbursement/Tranche</u></i>	<i><u>Disbursement Performance Milestone</u></i>
1	\$150,000	Obtain certificate of occupancy, hire an additional 2 employees for a total of 22 full-time employees and maintain for one quarterly reporting period, document LEDA-eligible

		expenditures and be current with all EDD-required reporting.
2	\$75,000	Hire an additional 5 employees for a total of 27 full-time employees and maintain for one quarterly reporting period, document LEDA eligible expenditures and be current with all EDD-required reporting.

SECTION 7. CONTINGENCIES

The economic assistance to be provided under this Ordinance and the Local Economic Development Project Participation Loan Agreement are contingent upon the following:

A. EDD's approval of NWW's Grant application for two hundred twenty-five thousand dollars (\$225,000.00) for the Project; and

B. EDD and the County entering into an Intergovernmental Agreement, pursuant to which EDD transfers two hundred twenty-five thousand dollars (\$225,000.00) to the County for the Project.

SECTION 8. DELEGATION OF AUTHORITY TO COUNTY MANAGER

The Board hereby delegates to the County Manager the authority to:

A. execute on behalf of County the Intergovernmental Agreement between County and EDD pursuant to which EDD grants two hundred twenty-five thousand dollars (\$225,000.00) to County for the Project; and

B. execute on behalf of County the Local Economic Development Project Participation Grant Agreement attached hereto as **Exhibit A**; provided, however County Manager is authorized to negotiate and agree to non-substantive changes to either the Project Participation Grant Agreement or Intergovernmental Agreement; and

C. County Manager shall work with the Lincoln County Treasurer to establish the Noisy Water Winery LEDA Grant fund, in which all revenue and expenditures associated with Project shall be accounted for.

SECTION 9. PROJECT REVENUE FUND.

Any unexpended balance remaining in the Noisy Water Winery LEDA Grant fund as of the date set forth in the Intergovernmental Agreement between the County and EDD shall revert to EDD.

SECTION 10. SEVERABILITY

It is hereby declared to be the intention of the County that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance shall be deemed severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance is declared unconstitutional or otherwise invalid by the valid judgment of a court of competent jurisdiction, such unconstitutionality or

invalidity shall not affect any of the remaining phrases, clauses, sentences paragraphs or sections hereof.

SECTION 11. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days after the recording in the Public Records of Lincoln County.

PASSED, APPROVED AND ADOPTED this the 17th day of October, 2023.

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

Todd F. Proctor, Chairman	
District 1	For / Against

Jon F. Crunk, Vice-Chairman
District III For / Against

Mark G. Fischer, Member District V	For / Against
---------------------------------------	---------------

Pierre S. Pfeffer, Member
District IV For / Against

Samantha J. Serna, Member
District II For / Against

ATTEST:

Shannan Hemphill
Lincoln County Clerk

LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION GRANT AGREEMENT

THIS LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION GRANT AGREEMENT (the "Agreement") is entered into as of the 17th day of October, 2023, by and between the COUNTY OF LINCOLN (the "County"), a political subdivision of the State of New Mexico (the "State"), and NOISY WATER WINERY, LLC (the "Company").

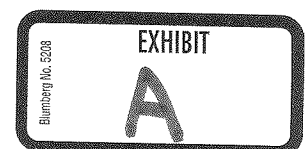
WHEREAS, the purpose of the Local Economic Development Act ("LEDA"), NMSA 1978, §§ 5-10-1, et. seq. (the "Act"), is to provide public support for economic development to foster, promote and enhance local economic development efforts; and

WHEREAS, the County anticipates receiving an appropriation of funds (the "Appropriation") allocated from the State to convey these funds to the benefit of the Company; and

WHEREAS, the County will act as fiscal agent for the State's appropriation supporting the Project (the State's "contribution") and will use the funds appropriated by the State, pursuant to §5-10-3 of the Act, to convey the funds to the Company, for the Company's property leases and mortgages payments.

NOW THEREFORE, the parties agree as follows:

1. Goals and Objectives. The objective is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.
2. The Company Contribution. The Company agrees for its contribution to this economic development project to acquire a certificate of occupancy and hire an additional seven full-time employees.



3. The State Contribution; Procedure for Disbursement of the State Contribution. The State of New Mexico Economic Development Department has agreed to provide to the Company the sum of two hundred twenty-five thousand dollars (\$225,000) for a period not to exceed five (5) years from the date hereof to be used to reimburse the company for Company's land, building and infrastructure expenses as defined in the chart following.

<i>LEDA Disbursement Schedule</i>		
<u><i>Tranche</i></u>	<u><i>Amount of State Contribution Available for Disbursement/Tranche</i></u>	<u><i>Disbursement Performance Milestone</i></u>
1	\$150,000	Obtain certificate of occupancy, hire an additional 2 employees for a total of 22 full-time employees and maintain for one quarterly reporting period, document LEDA-eligible expenditures and be current with all EDD-required reporting.
2	\$75,000	Hire an additional 5 employees for a total of 27 full-time employees and maintain for one quarterly reporting period, document LEDA eligible expenditures and be current with all EDD-required reporting.

4. Security. As security for the faithful performance and payment of all of the Company's obligations under this Agreement, the Company shall furnish to the County, and maintain during the entire term of this Agreement, a certificate of deposit equal to the amount of public funds received. Security will be held in place for the duration of the project.
5. Clawbacks. Facility Closure Clawback. If the Company ceases operations in the County on or before December 31, 2028, the Company will repay to the County all LEDA Funds that the Company received as of that date (the "Facility Closure Clawback") and the County shall have the right to execute reimbursement from the Security, but only after thirty (30) days following written demand for payment to the Company. For purposes of this Agreement, a failure to produce product for a period of 90 days or more or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or

replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, may not constitute a failure by the Company to comply with this Section. If the Company ceases operations for any of the causes set forth in this Section, the Company shall submit a plan for resolving such cessation of operations within 30 days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the County within 10 days and the County and EDD will determine if a Clawback is necessary.

6. Performance Clawback. It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "Cumulative Fulltime Target Job Number" on the Job Measurement Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "Minimum Job Number" in the table below 1 on each of the specified Job Measurement Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the County which will be applied in the percentage set forth in the table below:

<i>Job Creation Commitment and Schedule</i>					
<u>Year</u>	<u>Cumulative Full Time Job Creation Target</u>	<u>Minimum Job Number</u>	<u>Job Determination Period</u>		<u>%-Clawback</u>
1	20+2=22	22	Ordinance Date 10/17/23	12/31/24	100%
5	22+20=42	40		12/31/28	50%
<i>Total</i>	25				

- For the purposes of this Section: The "Clawback Penalty" is a penalty that the Company will be required to pay the County upon the Company's failure to meet the Minimum Job Target on the applicable Job Determination Date if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State Contribution paid to the Company as of that time. For purposes of this

subsection, the "Percentage Hiring Shortfall" shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job Number for applicable Job Determination Date. "Cure Period" is the period of 180 days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the County a Clawback Penalty determined in accordance with the table set forth above.

- The parties hereto recognize certain economic factors generally described as "Business Climate Changes" are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. "Business Climate Changes" means substantial changes, beyond the control of the Company within the industry in which the Company operates, that causes a significant decrease in the Company's ability to perform pursuant to the requirements of this agreement with the County. The Company may request specific modifications to the job creation schedule in writing within ten days of learning of the existence of the "Business Climate Change." Such notification shall include the details of the business climate change, the effect thereon on the Company, and the modification of this agreement the Company requests. If the County and EDD agree that Business Climate

Changes have affected the Company's ability to perform, the Performance Clawback may be modified.

7. Fees. Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment of this Agreement.
8. Quarterly and Annual Requirements. The Company is required to submit online to the New Mexico Economic Development Department each quarter's ES903A filing to the Department of Workforce Solutions or its equivalent through the term of the PPA and Project Close-out. The Company is required to complete an annual Economic Incentive Analysis data sheet provided by the State of New Mexico Economic Development Department by February 28th of each year of this agreement beginning in 2025. Failure to complete EIA by April 15th of any year will result in a 10% Clawback of all LEDA funds received.
9. Request for early release of security. If the Company achieves and then sustains the Minimum Job Number of 42 employees for six (6) consecutive months prior to December 31, 2028, the Company may request a full or partial release of Security. Said request shall be made to the County in writing and accompanied by documentation consisting of its quarterly job reports demonstrating such employment and a completed economic impact data sheet, provided by the New Mexico Economic Development Department. A request for release of the Security may not be submitted prior to June 30, 2025. If a request for early release of Security is granted, the job reporting, and annual performance review requirements of this Agreement remain in full effect through the termination date stated above.
10. Effective Date. This Agreement will be effective as of execution and shall terminate five (5) years from that date.
11. Liability. No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or

obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4- 1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.

12. Notice. All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by recognized overnight delivery service, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown in the signature block of this Agreement. If notice is mailed it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. A party may change its notice address by written notice to the other party to this Agreement.

13. Amendments. This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto.

14. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

COUNTY OF LINCOLN

Name: _____
Todd F. Proctor

Title: Chairman of the Board of Lincoln County Commissioners

Date: _____

Address for Notice:
County of Lincoln
Attn.: County Manager
P.O. Box 711
Carrizozo, New Mexico 88301

APPROVED TO AS FORM

Alan Morel, County Attorney

NOISY WATER WINERY

Name: _____
Jasper Riddle

Title: Owner

Date: _____

Address for Notice:
Noisy Water Winery
Attn: Jasper Riddle
104 Alto Pines Trail
Alto, NM 88312



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 of Budget Adjustment for FY 23/24 by Resolution 2024-22

Tuesday, October 17, 2023

**LINCOLN COUNTY COMMISSION
RESOLUTION NO. 2024-22
BUDGET ADJUSTMENT FY 2023-2024**

WHEREAS, the Lincoln County Board of Commissioners, meeting in a regular session on October 17, 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
General		General				
401-03-2150	11000-2001-55030	Professional Services(LATCF 1%)		\$ 58,947.00		
401-03-2150	11000-2001-55030	Professional Services(Lobbying Services)		\$ 64,800.00		
401-00-1951	11000-0001-61200	Transfer out Legislative Appro (420)				\$ 100,000.00
401-00-1950	11000-0001-61100	Transfer in from Legislative Appro (420)			\$ 100,000.00	
		Subtotal	\$ -	\$ 123,747.00	\$ 100,000.00	\$ 100,000.00
Law		Law				
401-22-2002	11000-1005-51020	Salary		\$ 53,260.27		
401-22-2010	11000-1005-52010	Fica		\$ 3,302.14		
401-22-2011	11000-1005-52020	Pera		\$ 772.27		
401-22-2015	11000-1005-52011	Medicare		\$ 12,596.05		
401-22-2017	11000-1005-52021	Retiree Health Care		\$ 1,312.29		
		Subtotal	\$ -	\$ 71,243.02	\$ -	\$ -
Nogal VFD		Nogal VFD				
411-00-1601	20900-0001-47499	State Grant PPE	\$ 7,079.42			
		Subtotal	\$ 7,079.42	\$ -	\$ -	\$ -
Indigent		Indigent				
654-29-2524	22000-4001-57190	St. Medicaid Fund Contribution		\$ 20,507.30		
654-25-2525	22000-4001-57200	Safety Net Pool		\$ 61,009.76		
		Subtotal	\$ -	\$ 81,517.06	\$ -	\$ -
GRT Environment		GRT Environment				
563-00-1951	20200-0001-61200	Transfer to Solid Waste (564)				\$ 75,000.00
		Subtotal	\$ -	\$ -	\$ -	\$ 75,000.00
Solid Waste		Solid Waste				
564-00-0949	50200-0001-44990	Solid Waste GRT	\$ (25,000.00)			
564-00-1140	50200-0001-44280	Solid Waste Fees	\$ (467,500.00)			
564-00-1950	50200-0001-61100	Transfer in from GRT Environ (563)			\$ 75,000.00	
564-46-2019	50200-6004-53050	Tipping Fees-Landfill City of Alamo		\$ 3,000.00		
564-46-2020	50200-6004-53050	Transfer Station Fees-VOR		\$ (60,000.00)		
564-46-2024	50200-6004-55999	Billing Payment		\$ (341,006.00)		
564-46-2101	50200-6004-57080	Postage		\$ (6,000.00)		
564-46-2126	50200-6004-57999	Transition Costs		\$ (20,000.00)		
564-46-2131	50200-6004-54010	Maintenance Equipment		\$ (20,000.00)		
		Subtotal	\$ (492,500.00)	\$ (444,006.00)	\$ 75,000.00	\$ -
Law Enforcement RR		Law Enforcement RR				
521-74-2015	21200-3001-52011	Medicare Refund		\$ 0.63		
		Subtotal	\$ -	\$ 0.63	\$ -	\$ -
Disaster Relief		Disaster Relief				
681-00-1028	29900-0001-47550	EWP Project (Hondo) Revenue	\$ 102,815.71			

681-53-2122	29900-2002-55999	EWP Project (Hondo) Expense		\$	137,087.61		
		Subtotal	\$	102,815.71	\$	137,087.61	\$ - \$ -
Legislative Approp.		Legislative Approp					
420-00-1950	30300-0001-61100	Transfer in from General Fund				\$ 100,000.00	
420-00-1951	30300-0001-61200	Transfer out to General Fund					\$ 100,000.00
420-28-2520	30300-2002-55999	Youth Mentoring & Positive Active Program			\$ 100,000.00		
420-00-1641	30300-0001-47300	Grant Youth Mentoring	\$	100,000.00			
		Subtotal	\$	100,000.00	\$	100,000.00	\$ 100,000.00
		TOTAL	\$	(282,604.87)	\$	69,589.32	\$ 275,000.00 \$ 275,000.00

PASSED, APPROVED AND ADOPTED this 17th, October 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

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

www.lincolncountynm.gov

AGENDA ITEM NO. 19

SUBJECT:

Approval of Prior Year Invoices:

- a. Memorial Medical Center in the Amount of **\$3,333.45**
- b. Presbyterian Healthcare Services in the Amount of **\$676.00**

Tuesday, October 17, 2023



Memorial Medical Center
PO BOX 290669
NASHVILLE TN 37229-0669



018974

SSC08945 4011857 400517304

ANTONIO BIANCANIELLO Received by Lincoln County

**511 HANGAR LN
CARRIZOZO, NM 88301**

SEP 21 2023

FINANCE DEPARTMENT

We appreciate the opportunity to serve you!

Thank you for trusting us with your healthcare needs. We hope our care exceeded your expectations. Please contact us if we can be of further assistance.

Disponible asistencia para el idioma español.

Pay online securely at:

www.mmclc.org/patients-and-visitors

Statement Date:

8/18/2023

Account Number:

315319132

Page 1 of 1

ACCOUNT ACTIVITY

Account Number	315319132
Date of Service	6/25/2022
Total Amount For Hospital Services*	\$ 3,333.45
Insurance Payments to Date	\$ 0.00
Due From Insurance	\$ 0.00
Patient Payments to Date	\$ 0.00
Total Payments to Date	\$ 0.00
Remaining Account Balance	\$ 3,333.45

AMOUNT YOU OWE \$ 3,333.45**

I, or We certify that the articles described herein
were received and meet specifications.

APPROVED FOR PAYMENT

AMOUNT

3333.45

ACCOUNT NO.

654-29-2550

DEPT HEAD SIGNATURE

9/21/2023

DATE

PAID ON

CHECK#

PO #

CLOSE

Y

N

may bill separately for their services.

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

A MESSAGE FOR YOU...

THANK YOU FOR CHOOSING MEMORIAL MEDICAL CENTER FOR
YOUR HEALTH CARE NEEDS. **** PAY YOUR BILL ON LINE @
WWW.MMCLC.ORG ****

This is the hospital bill for Inpatient services from June 25, 2022
through June 27, 2022.

PAYMENT OPTIONS

- ☒ Pay online at www.mmclc.org/patients-and-visitors
Available 24/7
- ☐ Pay with your smart phone by scanning this QR code
- ☐ Pay-by-phone or call Customer Service at:
844-974-3773 Available Mon-Fri 8AM - 9PM ET
- ☐ Mail in a check.



Patient

ANTONIO BIANCANIELLO

Account No.

315319132

Amount Now Due

\$ 3,333.45

Amount Paid

\$

☐ Check here if your address or insurance information has changed.
Please indicate changes on the back of this page.

**LAS CRUCES MEDICAL CENTE
02765**

P.O. BOX 630957

CINCINNATI OH 45263-0957



PAYMENT OPTIONS

- ☒ Pay online at www.mmclc.org/patients-and-visitors
Available 24/7
- ☐ Pay with your smart phone by scanning this QR code
- ☐ Pay-by-phone or call Customer Service at:
844-974-3773 Available Mon-Fri 8AM - 9PM ET
- ☐ Mail in a check.



BIANCANIELLO 00031531913202765000003333450



Memorial Medical Center

P.O. BOX 292105
NASHVILLE, TN 37229-2105



000410

ANTONIO BIANCANIELLO
511 HANGAR LN
CARRIZOZO, NM 88301



Patient Name:	Antonio Biancaniello
Account Number:	315319132
Service Date(s):	06/25/2022 - 06/27/2022
Statement Date:	08/31/2023

Contact Us

Toll Free: **1-844-236-3506** Espanol: **1-800-681-9692**
MON-FRI 8AM-5PM EST

Please be prepared to provide the patient/responsible party full name, date of birth and mailing address. All calls may be recorded.

PLEASE RESPOND TO AVOID POSSIBLE INSURANCE REJECTION OF THIS CLAIM

Total Charges \$ 8,330.75	Total Pymt / Adj \$ 4,997.30	Est. Insurance Balance \$ 0.00	Est. Patient Balance \$ 3,333.45	Current Balance \$ 3,333.45
-------------------------------------	----------------------------------------	------------------------------------------	--------------------------------------------	---------------------------------------

WE KNOW YOUR TIME IS VALUABLE. WE NEED JUST A FEW MINUTES OF YOUR TIME TO HELP YOU WITH THIS INSURANCE CLAIM.

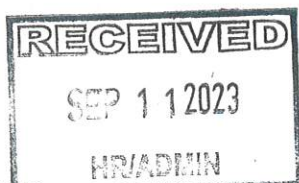
PLEASE CALL TODAY AT 1-844-236-3506

You currently have an unpaid balance in the amount shown above. This claim was filed with the insurance company more than thirty (30) days ago and despite our efforts, we have been unable to obtain payment from them. **You may be responsible for the entire balance of the account if the insurance company cannot process the claim.**

We need additional information from you so your insurance company can process this claim. **Please contact our office at 1-844-236-3506 so our representatives can advise you of the issue involving your insurance and assist with making sure it is resolved. Should you decide to contact the insurance company directly, please call us at 1-844-236-3506 to advise us of the specific information provided so we can take the needed steps to hold or to resolve your account.**

We are committed to working with you to have the insurance company process and possibly pay the claim. However, you may be responsible for the entire balance of the account if the insurance company cannot process the claim.

*****PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION*****



Need Help Paying Your Bill?

As part of our charitable mission, we offer financial assistance for patients who qualify. To learn more:

- Visit us online at www.phs.org/financialassistance
- Contact customer service at (505) 923-6600
- Contact a financial counselor at any Presbyterian facility (ask at check-in or check-out)

Pay by Mail

- Complete the coupon and return in the enclosed envelope

Payment Plans

- Unable to pay your current bill? Call us at (505) 923-6600 or toll free at (800) 251-9292

Guarantor Number: **AP**

Responsible Party:

Statement Date:

Amount Due:

502850

Zane D Reynolds

09/05/23

\$676.00

Interest rates or fees are **NOT** applied to outstanding balances

Pay Your Bill Online



The easiest way to view your statement, make payments, view test results, message your care team and more!

www.phs.org/PayMyBill

Pay by Phone

- Call (505) 923-6600 or toll free at (800) 251-9292 to pay by credit or debit card

Go Paperless

- Go to MyChart and register to receive your bills electronically

Detach the bottom portion to return with your payment



9521 San Mateo Blvd NE
ALBUQUERQUE, NM 87113

Guarantor ID: 502850

Zane D Reynolds
Zane D Reynolds
C O LC ATTENTION ACCOUNTS PAYABLE
PO BOX OX 711
CARRIZOZO NM 88301

Amount Due: \$676.00

Payment Due Date: 10/05/23

*All applicable New Mexico gross receipts tax are included

Mail Payment To:

Presbyterian Healthcare Services
PO Box 27822
ALBUQUERQUE, NM 87125-7822



05500000005028506000006760000000000000000676001817433512

ADDITIONAL COMMUNICATIONS YOU MAY RECEIVE

Explanation of Benefits or Explanation of Payment (EOB/EOP)

You may also receive an Explanation of Benefits from your insurance company. This is not a bill. It is a summary of what your insurance plan is going to cover, based on what type of plan you have.

Statements from Independent Providers/Locations

Certain services provided in Presbyterian facilities may be performed by independent providers. These independent providers may bill you separately and may not be covered under our Financial Assistance Policy. Please contact them directly for payment or billing questions.

Need an Estimate:

Presbyterian can provide you a personalized estimate in advance of your care. Please contact us at 1-855-225-7737.

Self-Pay and Underinsured Debt Collection:

Please be aware that a determination of indigency will be conducted if requested and if the patient is found TO BE indigent, no collection activity will be pursued.

INTERPRETER SERVICES

ATENCION: si habla espanol, tiene a su disposicion servicio gratuitos de asistencia Linguistica. Llame al 505-923-5420, 1-855-592-7737 (TTY: 711).

REMINDER

Payment will be applied to the oldest outstanding balance if not paid in full.

If your personal or insurance information has changed, please indicate changes below, detach and return

PERSONAL INFORMATION

NAME	DATE OF BIRTH
ADDRESS	
CITY	ZIP CODE
PHONE	

INSURANCE INFORMATION

PRIMARY INSURANCE COMPANY
POLICY HOLDER NAME
POLICY HOLDER ID NUMBER
GROUP PLAN NUMBER

CARD ACCOUNT NUMBER

CVV

EXP Date

AMOUNT

--	--	--	--

Date	Description	Charges	Insurance Pmts/Adjs	Patient Pmts/Adjs	Patient Balance
Physician Charges					
Acct # 142511080 Zane					
Provider: Walter C Robinson, MD					
05/26/23	Dot Physical (qty: 2)	126.00			
	Lab Test	15.00			
	Electrocardiogram	70.00			
	Office Visit	159.00			
	Total Charges	370.00			
	Your Responsibility				370.00
Physician Charges					
Acct # 142569934 Zane					
Provider: Lab Prov Cnm					
05/26/23	Lab Test	34.00			
	Lab Test	8.00			
	Lab Test	25.00			
	Total Charges	67.00			
	Insurance Payments		0.00		
	Your Responsibility				67.00
Physician Charges					
Acct # 142587318 Zane					
Provider: Lab Prov Cnm					
05/26/23	Lab Test	197.00			
	Lab Test	42.00			
	Total Charges	239.00			
	Insurance Payments		0.00		
	Your Responsibility				239.00
Balance Due					676.00



Presbyterian Healthcare Services Financial Assistance for Patients

As part of our charitable mission, Presbyterian offers help and advice to our patients who are unable to afford their medical bills.

Who qualifies for a discount?

Financial aid may be offered to patients who meet the following criteria:

- Have limited income;
- Have no insurance or not enough coverage;
- Do not qualify for government help in paying for services; or
- Cannot pay for their care.

Financial aid is decided based on each person's need and situation.

What discounts are available?

Patients eligible for financial aid receive discounts off of these charges. The amount of the discount is based on family size and annual income. Patients who are eligible for financial assistance will not be charged more than amounts generally billed for emergency or other medically necessary care.

What services are covered?

Financial aid covers all emergency and needed medical care that is provided by Presbyterian hospitals and physicians employed by Presbyterian. This includes hospital and outpatient services, home health care, and office visits, to name a few. Services by physicians who work in our hospitals but who are not employed by Presbyterian generally are not covered by Presbyterian's financial aid.

How do I apply for financial aid?

To get financial aid, you must fill out an application. Presbyterian can give you the form to complete. With it, you must also include any required documents. We will review your application and decide if you qualify for financial aid. If you already receive financial help from the state, Presbyterian may be able to give you financial aid for your medical costs without going through this application process.

How do I obtain more information or help with the application process?

You can get help with financial aid in any of the following ways:

- Go online to www.phs.org
- Call a customer service representative at Presbyterian's Customer Care Center at (505) 923-6600;
- Contact a financial counselor at a Presbyterian hospital. (The hospitals are listed in the financial aid policy.)

A copy of our financial aid policy and the application can be mailed to you. Ask a Presbyterian customer service representative to send you one.

In what languages is financial assistance information available?

We have the policy, application and this information in English and Spanish.

Will my financial information remain confidential?

All information that you give to Presbyterian is confidential. We only use it for care and billing purposes.

NOTICE OF PROTECTION AGAINST MEDICAL DEBT COLLECTION

You are receiving this Notice because you have medical debt.

Starting July 1, 2021, New Mexico law protects low-income people from medical debt collection. The law is called the Patient's Debt Collection Protection Act. This Notice is required by the Office of the Superintendent of Insurance.

Debt collection can be selling the debt to a third party, and it can be filing a lawsuit against the patient. Debt collection also can be placing a lien on the patient's property or garnishing wages.

If you are low income, medical providers cannot take certain debt collection actions against you. Low income also is called indigent. Under New Mexico law, indigent means your household income is at or below 200% of the federal poverty guidelines.

You can ask your medical provider or the debt collector to decide if you are indigent. You can also use the Attestation of Indigency form found on the website of the Office of the Superintendent of Insurance (www.osi.state.nm.us). If you qualify as indigent, then you can fill out the form and give it to the medical provider or debt collector. The OSI website has more information about what is required by the law and regulations.

The medical creditor or debt collector must notify you about the indigency decision. The rules require that you be notified about the decision in writing. The notification has to be within 30 days of the decision, but no more than 60 days from when you asked for the review.

If you think that the medical provider or debt collector is not following the law or the rules, you can file a complaint with the New Mexico Office of the Attorney General. A complaint can be filed on the website, www.nmag.gov, or by calling (844) 255-9210.



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 20

SUBJECT:

Lincoln County Public Works

- a. Consideration and Approval of Refunds to Lodging Tax Vendors Due to Duplicate Payments in the Total Amount of **\$3,084.23**
 1. William D Adams - **\$1,515.55**
 2. Helen Purselley Estate - **\$447.25**
 3. Valerie Riefenstahl - **\$404.20**
 4. Olney Wallis - **\$560.67**
 5. Dennis M. White & Irma L. White aka Whitehouse - **\$156.56**
- b. Approval of Lodgers' Tax Request:
 1. Event: **Billboard on US HWY 380**
Date of Event: **December 27, 2023**
Requester: **Friends of Historic Lincoln**
Amount Requested: **\$5,000.00**
- c. Approval to File Solid Waste Liens:
 1. Kenneth C. Kenney and Lillian DeAnne Kenney- **\$685.78**
 2. Brian Jaramillo and Kimberly Jaramillo- **\$1,116.56**
 3. David W. Hightower; Jeff Hightower, Kayla Hightower- **\$1,015.26**
 4. Carlos Morales- **\$448.76**
 5. Marsha Gayle Nickerson- **\$482.15**
 6. Franklin Lee Dedon and Cheril Dian Dedon- **\$601.59**
 7. Ruben Alvarez and Maria D. Alvarez- **\$513.54**
 8. Cesar Marmolejo or Sulema Marmolejo- **\$513.45**
(Land#1007021 Cesar & Sulema Marmolejo)
(MH#370227 Cesar & Sulema Marmolejo)
 9. Randal James McQuiller Jr.- **\$448.76**
(Land#1000091 Randal James McQuiller Jr.)
(MH#1008614 Randal James McQuiller Jr.)
- d. Approval to Release and Refile Solid Waste Liens:
 1. Ernest Fant Sanders & Jackie Lou Sanders - **\$2,571.97**
 2. Peter Warren Schneider - **\$2,656.90**
 3. Bob Shapland - **\$2,600.89**
 4. Ernest Silva, Jr. - **\$2,605.85**
 5. James Andres Smith & Anita Smith - **\$2,604.49**

Tuesday, October 17, 2023

6. James R. Sohl & Jackie Sohl - **\$2,013.47**
7. Debrah Stephens- **\$1,984.16**
(Land# 1004968 Debrah Stephens) (MH# 1003232 Debrah Stephens)
8. Debrah Stephens - **\$2,015.85**
9. Shirley (Harper) Tucker- **\$2,501.98**
(Land# 283620 Shirley Harper Tucker) (MH# 1005780 Shirley Harper Tucker)
10. Daniel & Irene Vela - **\$2,682.79**
11. Harland Webb & Sally Webb - **\$2,605.85**
12. Mark P. Westbrook- **\$2,677.98**
(Land# 330860 Mark P. Westbrook) (MH# 222426 Mark Westbrook)
13. George J. Yagel & Priscilla Smith Yagel - **\$2,605.85**

OVERPAYMENT BACK TO VENDORS

NAME / ADDRESS OF RENTAL	STR	EVOLVE	REMIT.	VENDOR	REMIT.
Rick Purselley 141 ALTO MESA, ALTO 88312	STR-157				
	Oct-23	\$	31.47	\$	81.28
	Nov-23	\$	93.96	\$	78.21
	Dec-23	\$	164.55	\$	135.35
	Jan-23	\$	101.55	\$	86.49
	Mar-23	\$	81.20	\$	66.42
	TOTAL	\$	472.73	\$	447.75
Ofer Molad CASA EDNA 127 STANTON MEADOW LN, ALTO	STR-174				
	Oct-23	\$	50.04	\$	70.36
	Nov-23	\$	163.64	\$	131.11
	Dec-23	\$	119.06	\$	173.57
	Jan-23	\$	228.48	\$	159.10
	TOTAL	\$	561.22	\$	534.14
RIEFENSTAHL, VALERIE 176 NEILL RD, ALTO 88312	STR-172				
	Oct-23	\$	108.90	\$	161.41
	Nov-23	\$	297.53	\$	242.79
	Dec-23	\$	437.63	\$	-
	TOTAL	\$	844.06	\$	404.20
ABSHIRE UNITED, LLC 147 JARRATT DR., RUIDOSO	STR-216				
	Oct-23	\$	55.34	\$	100.00
	Nov-23	\$	217.19	\$	264.97
	Dec-23	\$	327.16	\$	464.13
	TOTAL	\$	599.69	\$	829.10
CHRISTENSEN, SCOTT & JANE 132 PASO MONTE, ALTO 88312	STR-20				
	Oct-23	\$	172.25	\$	172.25
	Nov-23	\$	17.50	\$	-
	Dec-23	\$	140.55	\$	-
	TOTAL	\$	330.30	\$	172.25

ADAMS, WILLIAM D
106 BIG BEAR PLACE, RUIDOSO

STR-44

Oct-23	\$	29.28	\$	150.78
Nov-23	\$	113.50	\$	147.86
Dec-23	\$	186.18	\$	512.87
<hr/>				
Mar-23	\$	161.83	\$	123.88
May-23	\$	161.35	\$	135.18
Jun-23	\$	324.30	\$	269.47
Jul-23	\$	212.66	\$	175.51
TOTAL	\$	1,189.10	\$	1,515.55

WALLIS, OLNEY
267 EAGLE CREEK CYN RD, RUIDOSO

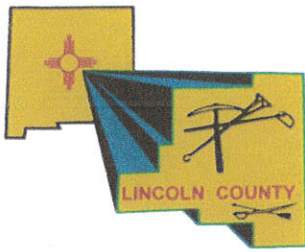
STR-63

Oct-23	\$	33.59	\$	163.90
Nov-23	\$	-	\$	221.30
Dec-23	\$	189.47	\$	175.47
<hr/>				
TOTAL	\$	223.06	\$	560.67

WHITE HOUSE
132 VAIL LOOP RD., ALTO

STR-98

Oct-23	\$	12.44	\$	51.79
Nov-23	\$	90.58	\$	104.77
Dec-23	\$	184.39	\$	-
<hr/>				
TOTAL	\$	287.41	\$	156.56



www.lincolncountynm.gov

County of Lincoln

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



LODGER'S TAX REQUEST FORM

Name of Event: Billboard on US 380

Date(s) of Event: December 27, 2023

Name of Organization(s) applying for Funding: Friends of Historic Lincoln 501 (c) (3)

Amount Requested: \$5,000 Total estimated cost of the Event listed above? \$10,000

Describe Event: An existing billboard on US highway 380 in Tinnie New Mexico will be covered with a vinyl printed cover (please see the attached document), that will direct traffic to turn right on US 380 to Lincoln, NM. This billboard has been endorsed and approved by the New Mexico Department of Cultural Affairs and is an approved New Mexico Historic Site.

Have Lincoln County Lodger's Tax funds been requested for this event before? YES ☒ NO

List past year years' requested funding amount(s):

Year: <u>2023</u>	Amount requested: <u>\$7000</u>	Amount funded: <u>\$7000</u>
Year: <u>2022</u>	Amount requested: <u>\$16000</u>	Amount funded: <u>\$16000</u>
Year: <u> </u>	Amount requested: <u> </u>	Amount funded: <u> </u>
Year: <u> </u>	Amount requested: <u> </u>	Amount funded: <u> </u>

How will the Event track the utilization of County lodging as a result of the Event? As a New Mexico historic site, visitors sign in and pay a nominal fee at the museum in Lincoln, NM. Activity is tracked using these records.

Are there any in-kind or matching funds anticipated for the event? YES ☒ NO

Describe: STATE OF N.M. DEPT. OF CULTURAL AFFAIRS - \$5,000.

Have you requested funding from other sources? YES ☒ NO Amount Requested?

Please list the anticipated amounts to be used for advertising:

Newspaper: <u> </u>	Radio: <u> </u>	Social Media: <u> </u>
Internet: <u> </u>	Printing: <u> </u>	Other: <u>Total \$10,000 per year</u>

Total amount of Out-of-County advertising: 0.00

Are you a current vendor of the County of Lincoln? YES ☒ NO

If I am not a vendor: I will contact Lincoln County Purchasing prior to the next Board of County Commissioners meeting (purchasing@lincolncountynm.gov / 575-648-2385) YES ☒ NO

STATEMENTS OF UNDERSTANDING

I understand that I am requesting public funds and they are to be administered according to State Law and Lincoln County Ordinances. X YES NO

I agree to submit a follow-up report with a financial statement within ninety (90) days following the Event or I may forfeit the reimbursable funds. X YES NO

I understand that funding recommended by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Board of Commissioners. I also understand that approved funding amounts may differ from the amount requested on this application. X YES NO

I understand that a written agreement must be signed by the County of Lincoln and myself BEFORE any expenditures can be made. X YES NO

Name of Applicant: James S. Clark II Date: September 18, 2023

Address: P.O. Box 1367 City: Alto State: NM Zip: 88312

Phone: 512.695.1112 Email: jsclark600@gmail.com

Signature: 

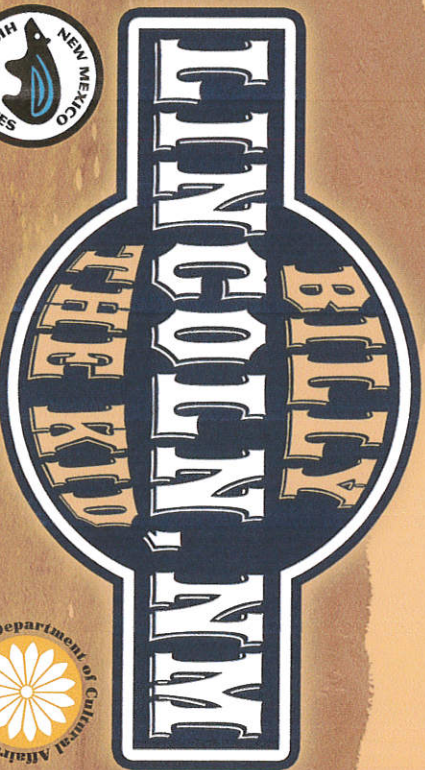
Email this form to: mwilliams@lincolncountynm.gov.



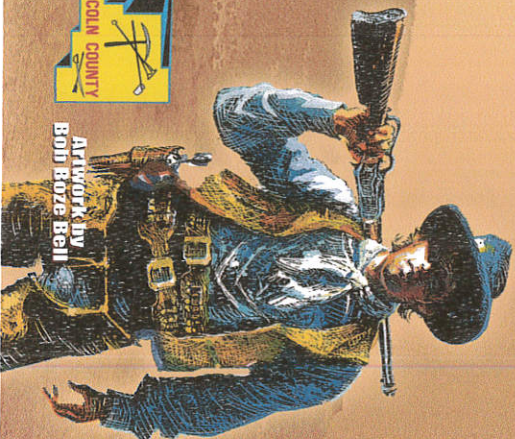
RIGHT ON US 380 OPEN YEAR ROUND



Paid For By Lincoln County Lodgers Tax



Artwork by
Bob Roze Bell



CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to **Kenneth C. Kenney & Lillian DeAnne Kenney** owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: **Kenneth C. Kenney & Lillian DeAnne Kenney**

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 685.78 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from October 1, 2021 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

***SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)***

Kenneth C. Kenney & Lillian DeAnne Kenney

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Brian Jaramillo & Kimberly Jaramillo owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Brian Jaramillo & Kimberly Jaramillo

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 1116.56 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2020 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Brian Jaramillo & Kimberly Jaramillo

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: **David W. Hightower; Jeff Hightower, Kayla Hightower**, owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: **David W. Hightower; Jeff Hightower, Kayla Hightower**

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A

David W. Hightower; Jeff Hightower, Kayla Hightower (Land# 285820) Bill Hightower (MH# 186178)

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 1015.26 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from April 1, 2020 to December 31, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

***SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)***

David W. Hightower; Jeff Hightower, Kayla Hightower

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Carlos Morales owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Carlos Morales

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 448.76 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2022 to August 10, 2023, the later statement being for service through September 30, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Carlos Morales

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Marsha Gayle Nickerson owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Marsha Gayle Nickerson

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 482.15 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from April 1, 2022 to August 10, 2023 the later statement being for service through September 30, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Marsha Gayle Nickerson

STATE OF NEW MEXICO)
COUNTY OF LINCOLN) ss

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Franklin Lee Dedon and Cheril Dian Dedon owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Franklin Lee Dedon and Cheril Dian Dedon

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 601.59 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from October 1, 2021 to August 10, 2023, the later statement being for service through September 30, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Franklin Lee Dedon and Cheril Dian Dedon

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Ruben Alvarez and Maria D. Alvarez owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Ruben Alvarez and Maria D. Alvarez

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 513.45 representing the balance due and the administrative fee for preparation and filing of this Lien of \$ 100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from April 1, 2022 to August 10, 2023, the later statement being for service through September 30, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

***SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)***

Ruben Alvarez and Maria D. Alvarez

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Cesar Marmolejo or Sulema Marmolejo owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Cesar Marmolejo or Sulema Marmolejo

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A Land(1007021) Cesar & Sulema Marmolejo
MH(370227) Cesar & Sulema Marmolejo

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 513.45 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from April 1, 2022 to August 10, 2023 the later statement being for service through September 30, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Cesar Marmolejo or Sulema Marmolejo

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Randal James McQuiller Jr owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Randal James McQuiller Jr

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A Land(1000091) Randal James McQuiller Jr

MH(1008614)Randal James McQuiller Jr

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 448.76 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2022 to August 10, 2023, the later statement being for service through September 30, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

***SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)***

Randal James McQuiller Jr

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to **Ernest Fant Sanders & Jackie Lou Sanders** owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: **Ernest Fant Sanders & Jackie Lou Sanders**

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2571.97 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from April 1, 2015 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Ernest Fant Sanders & Jackie Lou Sanders

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Peter Warren Schneider owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Peter Warren Schneider

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2656.90 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2015 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Peter Warren Schneider

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Bob Shapland owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Bob Shapland

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2600.89 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2015 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Bob Shapland

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Ernest Silva, Jr. owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Ernest Silva, Jr.

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2605.85 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2015 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Ernest Silva, Jr.

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to James Andrew Smith & Anita Smith owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: James Andrew Smith & Anita Smith

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2604.49 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from October 1, 2015 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

James Andrew Smith & Anita Smith

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to James R. Sohl & Jackie Sohl owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: James R. Sohl & Jackie Sohl

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2013.47 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from April 1, 2017 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

James R. Sohl & Jackie Sohl

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Debrah Stephens owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Debrah Stephens

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A

Debrah Stephens (Land# 1004968) Debrah Stephens (MH# 1003232)

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 1984.16 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2017 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Debrah Stephens

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Debrah D. Stephens owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Debrah D. Stephens

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2015.85 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2017 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Debrah D. Stephens

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Shirley (Harper) Tucker owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Shirley (Harper) Tucker

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A

Shirley Harper Tucker (Land# 283620) Shirley Harper Tucker (MH# 1005780)

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2501.98 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2015 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Shirley (Harper) Tucker

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Daniel & Irene Vela owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Daniel & Irene Vela

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2682.79 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2015 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Daniel & Irene Vela

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Harland Webb & Sally Webb owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Harland Webb & Sally Webb

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2605.85 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2015 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Harland Webb & Sally Webb

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Mark P. Westbrook owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Mark P. Westbrook

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A

Mark P. Westbrook (Land# 330860) Mark Westbrook (MH# 222426)

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2677.98 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2015 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

***SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)***

Mark P. Westbrook

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: George J. Yagel & Priscilla Smith Yagel, owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: George J. Yagel & Priscilla Smith Yagel

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2605.85 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2015 to October 17, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

George J. Yagel & Priscilla Smith Yagel

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 21

SUBJECT:

Director Reports

Tuesday, October 17, 2023



County of Lincoln

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

www.lincolncountynm.gov

Director's Report

Date: 10/10/23

Name: Arron Griewahn

Department: OES

Vacancies in Department: 0

Activities:

- September had 18 calls for service - 4 brush fires, 5 MVA's, 4 false alarms, 2 control burns, 1 gas leak, and 1 EMS assist, and 1 vehicle fire.
- Attended the NM Fire Chiefs Conference in Ruidoso.
- Filled our Firefighter position with Joseph Luna
- NM Wildland Urban Interface Summit in Ruidoso Oct 11-13. Joe Kenmore will be presenting on the Little Bear Fire and McBride Fire
- Recieving Donated pumper from Eddy County to place in Nogal. Will be available to us in December.
- Attended a meeting with the municipal police chiefs and Sheriff Wood about consolidated dispatch
- ISO Meeting on Oct. 16th at Copper Ridge to discuss the ISO system with the volunteer chiefs

Future Projects / Plans:

New firefighter will be attending hazmat class and firefighter 1&2 over the winter

Will be hosting an advanced wildland firefighter class at copper ridge and a basic wildland firefighter class in hondo in october

Met with the 64th and we will be setting up hazmat scenarios in our area in the near future

Still working on upgrades to water systems in White Oaks and Glencoe

Lincoln County
State Fire Marshal Grant Awards

Arabela VFD - \$300,000 for a new water tender

Glencoe VFD - \$300,000 for a water system

Hondo VFD - \$300,000 for a water system

Lincoln VFD - \$300,000 for a service truck/mini pumper

Lincoln County Fire Admin - \$25,000 for upgrades to the sim table and fire prevention

White Oaks VFD - \$225,000 to build a training room, office, and bathrooms onto their existing building

Total = \$1,450,000

Public Works Director's Report

October 2023

SOLID WASTE: Collection rate for the July quarter ending September 30, 2023 was 100.01%. For the October quarter, we billed out \$339,230. Intent to file lien letters are still going out to customers with the highest balances. There are ten (10) new liens to be filed this month and thirteen (13) to be released and refiled.

Hondo compactor is still inoperable. The box to cover the control switches is having to be fabricated. Universal Waste Systems has looked at the power unit and is aware of the problem. The county has already started the transition with Universal Waste Systems, Inc.

LODGERS TAX: Lincoln County has been overpaid for eight (8) lodging vendors for three (3) months, starting in October 2022. Working with the Treasurer's office, we are seeking to refund the last five (5) vendors this month. There are a couple of vendors that have overpaid through July of this year. We are continuing to monitor the situation in case there is overpayment past July.

Using Granicus, we are continuing to find and enroll new lodging vendors. We anticipate going live with Granicus by the end of the year.

AirBNB money is still being reported to the Village of Ruidoso, for county properties. We are continuing to work on this problem.

PLANNING: Alarm permits are scheduled to be mailed out starting this month. This is for the 2024 calendar year. We are having difficulties putting a fillable, alarm application on our website that will have a link to our credit card vendor for payment.

Continuing to take in Property Plats and applications for new construction. Have been signing off on applications to construct if there is no question about being in a flood plain. Certificates of elevation are requested if there is a question.

CODE ENFORCEMENT OFFICER: The county has interviewed a prospective applicant and is working out the details of a job offer.

Respectfully submitted,

Scott Annala
Lincoln County
Acting Public Works Director



County of Lincoln

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

www.lincolncountynm.gov

Director's Report

Date: 10-6-23

Name: Jeff Honeycutt

Department: Road

Vacancies in Department: 4 Operator II, 1 Operator III, 1 Temporary Laborer

Activities:

- Presentation to Water Trust Board in Santa Fe Round House on funding for Vehicle Bridge at Fairgrounds (Jeff, Eric)
Received 1 new leased Motor Grader 120 All Wheel Drive. (Jeff).
- Working Caliche Pit on Hale Lake Road from the Forest Service. (Gilbert).
Placing material (Caliche) on Hale Lake road. (Nick, Gilbert, Crew)
- Worked roads that were flooded in the Arabella area (Fabian, Gilbert)
Filled in area of roadway on Blackwater Draw that washed out 6 loads of rock from Arabella pit. (Frederich, Raymond, Mike)
- 13 new addresses assigned, 13 new street signs made, 9 address signs made, 3 driveway permit issued (Janett)
4 Maps made, 22 address verifications. (Janett).
- Met with FEMA and DHSM on Burn Scar on Gavilan Canyon at OES office (Jeff, Joe).
Met with new Solid waste vendor Universal, on dumpster locations and roadway ROW. (Jeff)
- 2 loads of Salt delivered to Airport yard, Cinders are ordered, stockpiled and ready for snow. (Gerald).
Cleaned cattle guards on Skeen road (4). (Raymond, Frederich, Mike)
- Prepped Snow Plow Pickups (4) and Plow/Spreader Dumptrucks (2). (Eddie, Rex).
Started Cleaning back of Fairgrounds property from old trailers, pipe debris. (Mike, Scrap metal guy). James set up the removal.

Future Projects / Plans:

SERTPO meeting for November in Portales (Jeff)
Met with Enigneer and Contractor for work to be done on Lower Eagle Creek. Start in October. (Jeff, Eric).
Met with Engineer and Contractor for work to be done in Palo Verde Slopes Subdivision. Strat in October. (Jeff, Eric).
Met with Engineer and Contractor on Punch List for Fairgrounds phase 1A and the start of Phase 1B. Start in October.(Jeff, Eric).
Met with Landowner to store concrete box culverts for Perry Springs crossing project. (Jeff)



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 22

SUBJECT:

Discussion and Approval of Policy Promoting Effective Communication Between Elected Officials and Establishing Employee Complaint Procedures, Fostering a Transparent and Accountable Work Environment

Tuesday, October 17, 2023

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

**Policy Promoting Effective Communication Between Elected Officials and Establishing
Employee Complaint Procedures, Fostering a Transparent and Accountable Work
Environment**

**Article I
CODE OF ETHICS**

The County of Lincoln, New Mexico Board of Commissioners (hereinafter “Commissioners”) hereby adopts the following Code of Ethics and process for redress:

1. Commissioners recognize that the chief function of our Commission, at all times, is to serve the best interests of all people of the County of Lincoln.
2. Commissioners recognize that as elected representatives of the people, they establish local government policies while responsibility for policy execution rests with the appointed officials and employees. The Commission acts as a body in setting policy and directing the Manager. The Commissioners will not involve themselves in personnel matters and the daily operations of the County.
3. Commissioners should be dedicated to the highest ideals of honor and integrity in all public and personal relationships, in order that the Commission may merit the respect and confidence of other Elected officials, County officials, County employees and of the public.
4. Commissioners will refrain from all political activities which undermine public confidence in professional administrators.
5. Commissioners shall not engage in financial transactions using nonpublic Government information or allow the improper use of such information to further any private interest. Commissioners will protect the confidentiality of matters discussed in closed session.
6. Commissioners will keep the community informed on local issues, encourage communications between the citizens and all local government officers, emphasize friendly and courteous service to the public, and seek to improve the quality and image of public service.
7. Commissioners shall handle all matters in the best interest of the County and on the basis of merit so that fairness and impartiality govern the Commissioners’ decisions.
8. Commissioners shall recognize that public office is a public trust. A member shall not leverage his or her position for personal gain or benefit. A Commissioner will not accept anything of value to influence their position and to avoid the appearance of impropriety. Commissioners shall recuse themselves if they have any personal interest in matters before the Commission.

9. Commissioners shall be diligent in safeguarding public funds and assets. Commissioners shall strive to make wise decisions in budgeting and spending, including personal expenses that are reimbursed by the County.

10. Commissioners recognize that they are composed of individuals with a wide variety of backgrounds, personalities, values, opinions and goals. Despite this diversity, all have chosen to serve in public office and have the obligation to preserve and protect the well-being of the County and its citizens.

11. Every Commissioner has the right to an individual opinion, which should be respected by the other Commissioners. Commissioners should assume the other members of the Commission have the appropriate motives and interest of the public in mind and not criticize differing opinions because they believe them to be lacking in judgment or improperly motivated.

12. Commissioners pledge to enter each public discussion in front of them without prejudice or pre-conceived opinions so as to allow proper public input for the betterment of the County as a whole.

13. Commissioners should act as cooperatively as possible and may be required, from time to time, to modify to some extent their positions so that a decision can be reached. Compromise in a Commissioner's position does not indicate dishonesty or lack of integrity, but does indicate a recognition of the realities involved in reaching a consensus or decision in the best interests of the County.

Article II

Introduction

Whereas the Board of County Commissioners [BOCC] recognizes that each Commissioner is an elected official, and not directly subject to Personnel Policy and Procedure; and

Whereas the BOCC recognizes that communication between a Commissioner and an individual employee can, absent the below process, place a county employee in an untenable position; and

Whereas the BOCC, acknowledges the above, seeks to encourage respectful and appropriate communication between individual Commissioners and employees; and

Whereas the BOCC resolves to establish a process protecting employees from Commissioner harassment and offers an avenue for redress should such communication amount to, in the opinion of the employee, harassment of the employee.

Therefore, this BOCC establishes the following:

PROCESS FOR ADDRESSING WORKPLACE ALLEGATIONS AGAINST A COMMISSIONER

In the event of alleged harassment:

1. County Manager and/or HR Director find out what the Complainant needs in the short-term to feel comfortable. The County is not obligated to honor any request made by the Complainant, but if there are reasonable steps including removal of the Complainant from a job duty that requires direct contact with the Commission Member, those options should be considered.
2. County Manager and/or HR Director will speak with the Commission Member. It may be necessary for the County Attorney to speak with the Commission Member alone (rather than with the County Manager) to explain candidly the County's potential liability without causing embarrassment to the Commission Member. The key points to convey are (a) the nature of the allegations, (b) the County's legal obligation to investigate the allegations, and (c) advice to cease contact with the Complainant, to the extent possible, and not to take any action that could possibly be perceived as retaliatory.
3. County Manager and/or HR Director will, if necessary, initiate an investigation by a third-party, neutral investigator (COG attorney). Investigating allegations made against a Commission Member should follow normal County policy, except that the Commission Member cannot be compelled to participate in the investigation. An investigation report should be prepared and the results should be shared first with the Commission Member and then with the full BOCC and the County Manager.
4. If the allegations are sustained by the investigator, the County Attorney or County Manager should explain to the Commission Member why such conduct puts the County at risk and may put the Commission Member individually at risk too.
5. If the allegations are sustained, the Complainant's supervisor, in consultation with the County Manager and/or HR Director, should determine what can be done to protect the Complainant from future harassing conduct. The Complainant's input should be sought, and no action taken to protect them should appear punitive. For example, alteration of job duties may be considered, but only if the Complainant wants that to occur.
6. Should any of the provisions of this Policy be in conflict with the County of Lincoln's Personnel Policy, the Personnel Policy shall control.

The purpose of this Policy is to (1) reassure County employees that they will be protected, (2) confirm that the Board of County Commissioners has a responsibility to all County employees and ignoring such responsibility puts the County at risk, and (3) affirm that any such activity will be acted upon.

PASSED, APPROVED AND ADOPTED, this ____ of October, 2023.

Signature Page Follows

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

Todd F. Proctor, Chairman
District 1 For / Against

Jon F. Crunk, Vice-Chairman
District III For / Against

Samantha J. Serna, Member
District II

Pierre S. Pfeffer, Member
District IV

Mark G. Fischer, Member
District V

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. 23

SUBJECT:

Approval for the Office of Emergency Services to Purchase Replacement Utility Terrain Vehicle (UTV) for the Hondo Volunteer Fire Department

Tuesday, October 17, 2023

Hondo Valley VFD
Can Am Defender 6x6

UTV Cost \$25,070.37

Fire/Rescue Slip In Cost \$7,676.23

Total \$32,746.60

Hondo Valley VFD will use the trailer, lightbar, and radio from the out of service unit to complete the outfit of the new unit.

Invoice # 7715		<h1>MOTORSPORT ADVENTURES, LLC</h1>				1111 US ROUTE 66 PO BOX 3629 MORIARTY, NM 87035 (505) 832-0070	
DL#							
DL#							
BUYERS Lincoln County				PHONE NUMBER(S) C-(575) 648-2306		DATE SOLD 10-05-2023	
ADDRESS PO BOX 711			CITY CARRIZOZO		COUNTY LINCOLN	STATE NM	ZIP 88301
SALESPERSON Bryan L. Stiverson		DELIVERY DATE 10-05-2023		HULL MATERIAL		DELIVERY INSTRUCTIONS	
UNIT #1: MAKE CanAm	YEAR 2023	SIZE	MODEL DEFENDER HD10 DPS 6X6	COLOR GREEN	ODOMETER 0	VIN	NEW USED <input checked="" type="checkbox"/>
UNIT #2: MAKE	YEAR	SIZE	MODEL	COLOR	ODOMETER	VIN	NEW USED
UNIT #3: MAKE	YEAR	SIZE	MODEL	COLOR	ODOMETER	VIN	NEW USED
UNIT #4: MAKE	YEAR	SIZE	MODEL	COLOR	ODOMETER	VIN	NEW USED
OPTIONAL EQUIPMENT AND ACCESSORIES					TOTAL PURCHASE		
SPORT ROOF KIT			529.99		Cash Price of ALL Units		20,899.00
CAN-AM HD4500 WIRE CABLE WINCH			369.99				
WIRING HARNESS WINCH KIT UR			119.99		Optional Equipment and Accessories		2327.37
Can-Am Defender Scratch Resistant Flip Windshield			599.95		Freight and Prep		1,595.00
RWS-CA-DEFXMR-72(REAR WINDSHIELD)			269.95		Extended Service Policy		N/A
FILL TIRES WITH SEALANT			150.00		Pre-Paid Maintenance		N/A
					GAP Coverage		N/A
					Theft Coverage		N/A
					DOC/Admin Fees		249.00
					Sales Tax		N/A
					Sub-Total		25070.37
					Cash Down		N/A
					Trade Allowance		N/A
					Less Total Down Payment		N/A
					Net Sale		25070.37
					Trade Payoff		N/A
							N/A
					License/Registration/Title Fees		N/A
Unlisted Accessories			N/A		Total Other Fees		N/A
Labor / Installation			287.50		Unpaid Balance		25070.37
OPTIONAL EQUIPMENT CARRIED FORWARD			2327.37		NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE NEXT 2 PAGES.		
Lienholder:							
DESCRIPTION OF TRADE-IN					<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <input type="checkbox"/> WHEN THIS BOX IS CHECKED, BUYER(S) UNDERSTAND THAT THE UNIT BUYER(S) IS/ARE BUYING FROM DEALER DESCRIBED ABOVE IS BEING SOLD TO BUYER(S) 'AS-IS' AND BUYER(S) ACCEPT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT AND THAT BUYER(S) DID USE BUYER(S) OWN JUDGEMENT AND INSPECTION. </div> <p>BUYER(S) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAVE READ THE FOLLOWING 2 PAGES OF THIS AGREEMENT.</p> <p>BUYER(S) ALSO AGREE THAT THE BALANCE WILL BE PAID BY CASH, BANK DRAFT, CERTIFIED CHECK, OR BY THE EXECUTION OF A RETAIL INSTALLMENT CONTRACT, OR A SECURITY AGREEMENT AND ITS ACCEPTANCE BY A FINANCING AGENCY.</p>		
MAKE	YEAR	SIZE	MODEL / VEHICLE TYPE				
SERIAL NO.							
MAKE	YEAR	SIZE	MODEL / VEHICLE TYPE				
SERIAL NO.							
MAKE	YEAR	SIZE	MODEL / VEHICLE TYPE				
SERIAL NO.							
AMOUNT OWING	TO WHOM OWED						
N/A							
TOTAL TRADE-IN ALLOWANCE					N/A		
DEBT BUYER OWES ON TRADE-IN TO BE PAID BY:					DEALER BUYER		
NOT VALID UNLESS SIGNED AND ACCEPTED BY AN OFFICER OF THE COMPANY							
BY:					Buyer Sign <input checked="" type="checkbox"/>		
APPROVED, SUBJECT TO ACCEPTANCE OF FINANCING BY BANK OR FINANCE CO.					READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING THIS DOCUMENT		
					Co-Buyer Sign <input checked="" type="checkbox"/>		

Honda

Polaris

Date: 10/05/2023

Zia Power Sports

Salesman: Amy Jones

4709 W 2nd St (575) 622-0225

DOB: _____ SSN: _____

Roswell, NM 88201

Lic: _____

Name LINCOLN COUNTY FIRE SERVICE

Address 111 COPPER RIDGE RD

City Capitan

State NM

Zip 88316

Home Ph 575-336-8600

Employer's Ph _____

Business Address _____

City _____

State _____

Zip _____

ORDER FOR

2023 Can-Am

Defender 6x6 DPS HD10

Tundra Green

NO.

YEAR, MAKE, SERIES

COLOR

STOCK NO. _____

USED ()

MILEAGE _____

VIN: _____

TRADE IN

MAKE AND MODEL _____

YEAR _____

SERIAL NO. _____

LICENSE NO. _____

TITLE - Attached Yes () No ()

REGISTRATION - Attached Yes () No ()

PAY OFF TO _____

FINANCE CO

NET TRADE ALLOWANCE

0.00

Sport Delivery
Buyer has the right to void this purchase if financing is not approved within 20 calendar days after the delivery of a vehicle. Buyer has the right to the return of any trade-in and all money paid by buyer, if buyer voids this contract under this paragraph. To exercise this right, buyer must return the vehicle to the dealer in the same condition as received (normal wear and tear expected) within 48 hours of receipt of notice that the financing was not approved. Dealer shall not charge any fees as long as the vehicle is returned as provided in this paragraph.

Warranty Statement
New Mexico Law requires that this vehicle will be fit for the ordinary purpose for which the vehicle is used for fifteen (15) days or five hundred (500) miles after the delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. You (the Consumer) will have to pay up to Twenty-Five Dollars (\$25.00) for each of the first two repairs if the warranty is violated. Please see the attached Implied Warranty of Merchantability Disclosure Statement, which is made part of this Agreement, for additional information.

No other implied warranties, including the implied warranty of fitness for a particular purpose, are given by Dealer. No express warranties are given by Dealer unless the box beside "Used Vehicle Limited Warranty Applies" is marked. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only the manufacturer or supplier shall be liable to performance under, such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the vehicle and the related goods and services. If we sell a service contract on our own behalf, any implied warranties will apply to covered items for the duration of the service contract. **CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of the sale.

TOTAL CONTRACT

PAYABLE _____ MONTHLY FOR

MOS. BEGINNING _____

20

REMARKS

Lien Information:

*** QUOTE ONLY

BY _____ APPROVED _____

CASH DELIVERED PRICE 20899.00

ACCESSORIES 0.00

LABOR 0.00

FREIGHT/ASSEMBLY 2295.00

SURCHARGE 480.00

OTHER 0.00

RIDER'S ADVANTAGE THEFT PROTECTION 500.00

DEFENCE GPS 599.00

MOSINTER SEAL 699.00

FLIP GLASS WINDSHIELD 1560.00

ROOF 568.00

WINCH 517.00

INSTALLATION 969.00

SUB TOTAL 29086.00

Net Trade In 0.00

CASH TOTAL or DIFFERENCE 29086.00

Tax 0.00 License 275.00 275.00

TOTAL CASH DELIVERED PRICE 29361.00

CASH REC#: _____ \$ 0.00

ACCTS REC: _____ \$ 0.00

DEPOSIT 0.00

TOTAL CREDIT 29361.00

BALANCE TO BE FINANCED, IF ANY 29361.00

This Order Is Not Binding Until Accepted By Dealer:

PURCHASER _____

CO-PURCHASER _____

ACCEPTED BY _____

Name

BUSINESS OFFICE- LEXI LETCHER

Title

KIMTEK CORPORATION

"HOME OF THE AFFORDABLE SKID UNIT!"

326 INDUSTRIAL PARK LANE
ORLEANS, VT 05860
Phone 1-888-546-8358 Fax 1-802-754-2300

QUOTE

DATE: August 17, 2023
QUOTE #: LC-081723-3
FOR: FIRELITE Transport
Deluxe FDH-203

Quote To:

Lincoln County Fire Department
Arron Griewahn
Capitan NM 88316



DESCRIPTION	AMOUNT
1- FIRELITE Transport Deluxe FDH-203/ Darley-Davey High Pressure Firefighting 6.5 HP Pump/ Hannay Reel 4000 Series manual crank with 100' of 3/4" Boostlite hose w nozzle / 70 gallon poly water tank/ rescue area/ hose storage area w. tailgate/ 10- 24" long Velcro D loop straps to secure long board or stokes basket to unit. 4 Quick release tie down turnbuckles to secure unit in cargo bed area supplied. <i>All to fit -Can-Am Defender 6x6</i>	6,001.55
1- Add electric rewind to Hannay Reel	359.68
1- Upgrade to electric start pump (open market)	575.00
1- Crating & Shipping (open market)	740.00
<p style="text-align: center;">GSA Contract #: GS-07F-0263X DUNS: 624372108</p> <p><i>Shipping charges quoted do not include accessorial charges such as but not limited to: Liftgate service \$65, call prior to delivery \$25, etc. Please add these charges to your budget as you see fit. For any additional services, please call for a quote.</i></p>	
TOTAL	\$ 7,676.23

SALES OFFICE HOURS: MON-THURS 8AM-3PM EST

Make all checks payable to **KIMTEK CORPORATION**

If you have any questions concerning this quote, contact:

Kimball Johnson, President 1-888-546-8358 or email sales@kimtekresearch.com

A Finance Charge of 1.5% (18 Annum) Will Be Charged To Invoice Past Due 30 Days.

Prices subject to change without notice. All quotes good for up to 30 days.

THANK YOU FOR YOUR BUSINESS!



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 24

SUBJECT:

Approval of Award for RFP 23-24-2: Misdemeanor Compliance Officer to Kenneth R. Vega Sr. and Consideration and Approval of Agreement for Professional Services Between the County of Lincoln and Kenneth R. Vega Sr. [Court Compliance Officer]

Tuesday, October 17, 2023

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES**

**Between
THE COUNTY OF LINCOLN
And
KENNETH R. VEGA, SR.
[Court Compliance Officer]**

THIS AGREEMENT, is made and entered into by and between the **County of Lincoln**, hereinafter referred to as “County,” and **Kenneth R. Vega, Sr.**, hereinafter referred to as “Contractor,” on the date set forth next to the signature of each party, but is effective as of December 20, 2023.

IN CONSIDERATION of the mutual benefits to be derived by the parties hereto, the County and the Contractor agree as follows:

1. **Scope of Services.** Contractor shall provide intensive probation supervision for Lincoln County Magistrate Courts. Services provided shall be performed under the Lincoln County Misdemeanor Probation Program guidelines, as set forth in the Misdemeanor Compliance Program Guidelines created pursuant to Section 31-20-5.1 NMSA 1978 which are incorporated herein by reference and attached hereto as **Exhibit “A.”**

2. **Relationship of the Parties.** This Agreement calls for the performance of services by Contractor as an independent contractor. The Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation from County. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the County to any agreement, contract, duty or obligation. It is agreed that Contractor shall have full power to continue

any outside employment or business, to employ or discharge Contractor's employees or associates as Contractor deems appropriate without interference from County; provided however, that Contractor shall at all time during the term of this Agreement perform the obligations under this Agreement in a professional, timely and reliable manner.

3. **Standard of Performance.** Contractor agrees and represents that Contractor possesses the personnel, experience, and knowledge necessary to qualify for the particular duties to be performed under this Agreement.

4. **Employees and Subcontractors.** Contractor shall be solely responsible for payment of any wages, salaries, or benefits due any employees or subcontractors retained by Contractor in the performance of this Agreement. Contractor agrees to indemnify and hold harmless County for any and all claims that may arise from the Contractor's relationship with Contractor's employees or subcontractors.

5. **Compensation.** No compensation shall be due Contractor from County. All fees due Contractor for services provided under this Agreement will be paid from probation costs assessed to individuals by the Lincoln County Magistrate Courts in accordance with State statutes. If there are no funds in the probationary account, none shall be due Contractor from the County of Lincoln.

6. **Taxes.** Contractor shall be responsible for payment of the State of New Mexico Gross Receipts Taxes levied on any amounts received for the provision of services under this Agreement.

7. **Insurance.**

A. **General Liability Insurance.** Contractor agrees to obtain and maintain a policy of general liability insurance for the term of this Agreement in an amount at least equal to that specified in the New Mexico Tort Claims Act, NMSA 1978,

§§ 41-4-1 through 41-4-27, as that statute may be amended from time-to-time. **The County shall be named as an additional insured and/or the Certificate Holder on the certificate of insurance which will be furnished to the County prior to commencement of providing services.** County shall be notified no less than thirty (30) days prior to any cancellation of such policy.

B. Professional Liability Insurance. Contractor shall obtain and maintain professional liability insurance for Contractor and Contractor's employees in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement. Such insurance shall provide that County is notified no less than thirty (30) days in advance in the event of cancellation of such policy. County requires a copy of the certificate of insurance or other evidence of Contractor obtaining and maintaining such insurance as is required hereunder as a condition prior to performing the tasks under this Agreement.

C. Workers' Compensation Insurance. Contractor shall secure, maintain, and provide verification of all necessary Workers' Compensation insurance as may be required by law to provide coverage for Contractor and Contractor's employees hereunder. If Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, County may terminate this Agreement.

8. **Licenses.** Contractor agrees that at all times under this Agreement all legally required or necessary professional and business licenses will be obtained and maintained by Contractor and all of Contractor's agents, sub-contractors, or representatives.

9. **Prohibited Interests.** Contractor agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's services hereunder. Contractor further agrees that in the performance of this Agreement no persons having such interest shall be employed. No County Commission member or other elected official of the County, or manager or employee of the County, shall solicit, demand, accept or agree to accept a gratuity or offer any other scope of employment.

10. **Records.** Contractor shall maintain throughout the term of this Agreement and any extension hereof for a period of seven (7) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by County all records, books of account, memoranda, and other documents pertaining to the Lincoln County Misdemeanor Compliance Program upon reasonable request. Records and any other documentation referenced herein for inspection shall be supplied with or without a valid court order.

11. **Applicable Laws.** Contractor agrees to abide by all applicable federal, state, and local laws and regulations during the initial term of this Agreement and any extension hereof. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Mexico. If, as a result of breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this Agreement.

12. **Non-discrimination.** During the initial term of this Agreement or any extension hereof, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement because of race,

color, religion, ancestry, national origin, age, sex, marital status, or physical or mental handicap.

13. **Indemnification.** Contractor agrees to hold harmless, indemnify, and defend County and its “public employees” as defined in the New Mexico Tort Claims Act, 1978 NMSA, §§ 41-4-1 through 41-4-29, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs or actions of any kind or nature whether from death, bodily injury or damage to property arising from or out of, connected with, resulting from or related to Contractor’s activities in connection herewith, including, but not limited to, any negligence or intentional acts or omissions of Contractor, Contractor’s officers, employees, servants, agents, representatives, sub-contractors, successors, or assigns. This agreement to hold harmless, indemnify, and defend County shall not be affected or terminated by cancellation, expiration of the term or renewal period or any other termination of this Agreement.

By entering into this Agreement, County and its “public employees,” as defined in the New Mexico Tort Claims Act, *supra*, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability pursuant to law. No provision in this Agreement modifies or waives any provisions of the New Mexico Tort Claims Act, *supra*.

14. **Term of Agreement.** The County and Contractor agree that the initial term of this Agreement is from **December 20, 2023**, through **December 19, 2024**, with the option for extension on an annual basis not to exceed three (3) additional one-year terms.

15. **Termination.** Either party shall have the right to terminate this Contract after having provided thirty (30) days’ written notice to the other party. Upon such termination, Contractor shall be paid the reasonable value, as determined jointly by County and Contractor, of any portion of any completed work contemplated by this Agreement that has been satisfactorily performed, and the

compensation for which has not already been paid hereunder. The reasonable value of any completed work will be based on how useful the completed material is to any other Contractor who may be retained to complete the projects, if the County elected to continue the project. The Contractor shall render a final report of all work performed up to the date of termination and shall turn over to County original copies of all work product, research, or papers prepared under this Agreement.

16. **Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, as follows to:

Contractor:

Kenneth R. Vega, Sr.
P.O. Box 785
Carrizozo, New Mexico 88301-0785

County:

The County of Lincoln
Attention: County Manager
P. O. Box 711
Carrizozo, New Mexico 88301-0711

17. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

18. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

19. **Effect of Partial Invalidity.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision

of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement on the date written under their signatures.

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

By: Todd F. Proctor
Its: Chairman

Date: _____, 2023

Attest:

Shannan Hemphill
Lincoln County Clerk

CONTRACTOR

Kenneth R. Vega, Sr.

Date: _____, 2023

MISDEMEANOR COMPLIANCE PROGRAM GUIDELINES

ISSUING AGENCY: Administrative Office of the Courts

STATUTORY AUTHORITY: Section 31-20-5.1 NMSA 1978

DURATION: Permanent

EFFECTIVE DATE: March 9, 2020

[Signature]
APPROVED
3-9-2020

1. PURPOSE

The purpose of these guidelines is to ensure, through standards and limitations of powers, the safe and consistent handling of misdemeanor defendants who may be monitored or supervised by county-operated misdemeanor compliance programs.

Section 31-20-5.1 NMSA 1978 states that “[a] county may create a ‘misdemeanor compliance program’ to monitor defendants’ compliance with the conditions of probation imposed by a district or magistrate court [. . .]. A county’s program shall comply with guidelines established by the administrative office of the courts.”

2. LIMITATIONS

The program created under Sections 31-20-5.1 NMSA 1978 “shall be limited to participation by persons who have been convicted of a misdemeanor criminal offense specified in the Criminal Code, convicted of driving while under the influence of intoxicating liquor or drugs, or convicted of driving while the person’s driver’s license is suspended or revoked pursuant to the Motor Vehicle Code.”

3. PROGRAMS SHALL BE COUNTY OPERATED

Programs existing or formed pursuant to this statute shall be county run and are subject to these guidelines. Counties may hire compliance officers, or may contract with individuals or with public, private, or not-for-profit organizations to carry out the program.

4. PROGRAM NAME

Programs shall be called “_____ County Misdemeanor Compliance Program” (hereinafter referred to as MCP).



5. COMPLIANCE OFFICER TITLE

Officers hired by counties shall be called "Court Compliance Officers" (hereinafter referred to as CCO) to avoid the appearance of overlap with NM Department of Adult Probation and Parole probation officers.

6. CCO POWERS and DUTIES

A. A CCO shall have the power to:

- 1) Determine the extent to which referred defendants are in compliance with their sentences for attending and completing court-ordered programs and treatments, through interaction with magistrate and district courts, law enforcement agencies, community service agencies, and other community services.
- 2) Through telephone calls and office visits, encourage and motivate referred defendants to comply fully with sentences from the courts, including but not limited to payment of fines, fees, and restitution.
- 3) Provide periodic defendant compliance and non-compliance reports to the courts, district attorney's office, and defense attorneys.
- 4) Receive and receipt compliance program costs and monthly fees from defendant.
- 5) Set up and maintain a community service program within the county.
- 6) Track defendants sentenced to the probation program.

B. The CCO may have the following powers and duties, but only if such powers and duties are specifically given the CCO in the order, signed by both the judge and defendant, setting conditions of probation:

- 1) Make random visits to bars and clubs
- 2) Require periodic and/or random testing of the defendants for alcohol and /or drug compliance.
- 3) Monitor defendant's compliance with an electronic monitoring and/or alcohol monitoring program.

- 4) Monitor defendant's use of an ignition interlock device.
- 5) Conduct searches based upon reasonable suspicion.
- 6) Conduct home visits if:
 - a) the CCO has met all other minimum qualifications;
 - b) the county has adopted a comprehensive safety policy governing home visits including the requirements contained in these guidelines (see also Appendix B); and
 - c) the county has secured adequate supplemental training, equipment, and resources to reasonably protect both the officer and probationer in the field.

It is strongly recommended that CCOs go in pairs or with a law enforcement officer to make home visits.

7. CCO LIMITATIONS

- A. CCOs shall not have arrest powers and must observe and respect all due process rights of all defendants. Any arrest shall be made only by a law enforcement officer and only upon the issuance of a warrant as set forth in Rules 6-802 or 8-802 NMRA.
- B. If the CCO observes a person under supervision violating probation, the CCO shall not confront the person but shall take appropriate action according to local policy and procedure to report the incident and/or to contact law enforcement.
- C. CCOs shall not carry firearms while on official duty.
- D. CCOs shall not have access to offender medical or treatment specifics unless so authorized by appropriate release. Proof of attendance at court-ordered sessions and meetings may be required and shall not be restricted by this section.

8. CCO MINIMUM QUALIFICATIONS

- A. Satisfactory completion of the preapproved Court Officer Basic Training course within one year of hire when offered (see Appendix C).

- B. Associate degree and two years of experience in the judiciary, in a criminal justice position or in counseling. Relevant education may substitute for experience and relevant experience may substitute for education at a rate of 30 semester hours equating to one year of full-time work experience. Knowledge of approved principles and practices of law enforcement and applicable laws and ordinances.
- C. Knowledge of investigative techniques and practices.
- D. Must be able to pass a rigid background investigation including work history, character, honesty, integrity, criminal record, driving record, etc.
- E. Ability to work independently; to analyze and evaluate investigative materials; to communicate and interview effectively both orally and in writing; to prioritize workload; to work in a stressful environment; operate a computer; be persuasive, assertive and empathetic to people from various populations; and maintain confidentiality. Ability to communicate in a second language is desirable but not required.
- F. Ability to establish and maintain effective working relationships with fellow employees and other agencies.
- G. Counties shall ensure that CCOs meet the minimum qualifications, knowledge, skills, and abilities listed above. Any county choosing to hire someone who does not meet the minimum qualifications should justify the decision in writing in the CCO's personnel or contractual file.

9. FUNDING SOURCES

- A. Section 31-20-5.1 NMSA 1978 authorizes judges to order a defendant to pay from \$15 to \$50 per month in fees to operate a MCP. This fee shall be stated in the court order and shall be paid by the defendant directly to the county where the supervising MCP is located. All payments shall be in a form approved by the county treasurer's office.
- B. Counties are strongly encouraged to establish a sliding fee scale and/or provide opportunities for probationers to complete community service in lieu of fees if determined indigent by objective standards such as the federal poverty guidelines.
- C. The county shall be responsible for audit of the account.

10. FILES

- A. A clerk of the court will supervise any files maintained by the court. A separate file on individual defendants should be maintained by the CCO and any relevant documents (e.g. orders of probation, completion of probation, reports to court) shall be given to a court clerk for inclusion in the defendant's court file.
- B. The CCO shall have access to the court files of those defendants assigned to the program in order to follow up on the defendant's personal information and other related court documents. The officer shall be allowed to copy relevant documents but may not remove any documents from the file.
- C. Subject to the approval of the presiding judge and chief clerk, and when resources allow, CCOs may be given limited (data entry and/or read only) access to the court's case management system to assist courts in the entry of post-judgment data and/or assist CCOs in performance of their duties.
- D. CCOs shall not handle receipts or other financial-related matters of the court. This does not restrict the CCO from facilitating restitution or collecting program costs and fees.

11. SUPERVISION AND REPORTING

- A. All CCOs shall be employees or Contractors of the County.
- B. The CCO shall report to the presiding judge, through appropriate chain-of-command, on all court- related issues.
- C. An employee CCO shall report to the county manager, who shall serve as or designate a direct supervisor for the CCO.
- D. The MCP shall operate subject to guidelines as established by the AOC Court Operations Division. Additional, specific probation conditions may be developed collaboratively by local county officials, the presiding magistrate judge, and district court judge.

12. TRANSFERS OF DEFENDANTS TO OTHER JURISDICTIONS

A. Where defendant resides outside the county where sentenced by the court, the judge may order that:

- 1) The defendant shall be supervised by the sentencing county MCP. In this case, with the written approval of the supervising MCP, the defendant could participate in programs such as DWI school, community service, etc., outside the originating jurisdiction but would be required to report back to the MCP in the county in which the defendant was sentenced;
- 2) The defendant will be referred to the NM Adult Probation and Parole Division; or
- 3) The defendant will be referred to the supervision of another state probation department under the guidelines of the Interstate Compact for Adult Offender Supervision (ICAOS); or
- 4) With the written consent of the MCP where the defendant resides, the defendant will be transferred to that MCP. In this instance, the monthly compliance program costs and fees would be payable to the county in which the defendant resides. This MCP would be required to report back to the MCP in the county in which the defendant was sentenced.

B. DWI defendants shall be screened and tracked in the county where sentenced. With the written approval of the MCP, the defendant may participate in programs such as DWI school, community service, etc. in defendant's county of residence.

14. CONFIDENTIALITY

Defendant files maintained by the MCP, and information contained within those files, shall remain confidential. Only those reports submitted to the court as a matter of court record will become public in accordance with the New Mexico Public Information Act.

15. CONTINUING EDUCATION

It is strongly recommended that all CCOs, during each twelve-month period of employment or service, complete a minimum of sixteen hours of in-service training. It is further recommended that every six months, every CCO complete four hours of in-service training in self-preservation tactics, for a total of eight hours annually (this minimum threshold of hours and frequency of training should be higher if the county elects to teach self-defense

tactics). The remaining eight hours recommended during the year may be elective in nature.

Recommended topics include:

- Ethics refresher
- Legal and policy updates
- Motivational Interviewing techniques
- Substance abuse issues
- Domestic violence awareness
- Basic first aid / CPR
- Universal precautions / blood borne pathogens
- Community supervision best practice updates and review
- Stress management and wellness

16. REPORTING

Misdemeanor compliance programs will cooperate with the AOC in collecting, recording, and reporting standard performance data.

17. ACCESS TO SERVICES

Limited English proficiency (LEP) should not be a barrier to receiving access to MCP monitoring services.

APPENDIX A:
NM Stat § 31-20-5.1 (2013)

These Misdemeanor Compliance Program guidelines have been established pursuant to Section 31-20-5.1 NMSA 1978.

31-20-5.1. Misdemeanor compliance programs; counties may establish; fees. (2013)

- A. A county may create a "misdemeanor compliance program" to monitor defendants' compliance with the conditions of probation imposed by a district or magistrate court. The program shall be limited to participation by persons who have been convicted of a misdemeanor criminal offense specified in the Criminal Code [30-1-1 through 30-1-15, NMSA 1978], convicted of driving while under the influence of intoxicating liquor or drugs or convicted of driving while the person's driver's license is suspended or revoked pursuant to the Motor Vehicle Code [Chapter 66, Articles 1 through 8 NMSA 1978]. A county's program shall comply with guidelines established by the administrative office of the courts.
- B. As a condition of probation, the district or magistrate court may require the defendant to pay a fee of not less than fifteen dollars (\$15.00) nor more than fifty dollars (\$50.00) per month to the county for a public probation program for the term of the defendant's probation. Money collected by the county pursuant to this subsection shall be used only to operate the misdemeanor compliance program.

History: Laws 2000, ch. 49, § 1; 2013, ch. 104, § 1.

APPENDIX B:
Considerations for Policies and Procedures Addressing Officer Duties Including Field Work

The following considerations include a range of topics that must be addressed in local program policies and procedures. Counties are encouraged to develop policies and procedures unique to their jurisdiction. Policies and procedures for CCOs should include consideration of the following minimum standards:

A. Officer Code of Conduct expectations:

1. **Affirmative statement on the protection of all due process and other rights afforded probationers by law and standards of professional conduct:** At all times in the execution of all official duties, CCOs shall act in a professional, respectful, and courteous manner. This duty extends to interactions with probationers under the supervision of the misdemeanor compliance program and others with whom the compliance officers come into contact on official duty, such as probationers' family, other law enforcement, and other compliance officers.
2. That unlawful discrimination, retaliation, and harassment toward a probationer or other person are unacceptable and grounds for disciplinary action, termination of employment/contract, and/or reporting to local law enforcement or other appropriate entities.
3. Immediate Reporting requirements for any unlawful discrimination, retaliation, or harassment.
4. Prohibition against having any undue familiarity or relationship with any current probationer or their immediate family members, to include domestic partners or others who reside in the probationer's home, agents or close friends. This prohibition includes and extends to any relationship that is outside of the professional CCO relationship, and includes any personal business, or financial transactions. In communities where business relationships cannot be avoided during the term of supervision, policy should include guidance on appropriate disclosures of the relationship, professional boundaries, and the process by which decisions will be made if concern over a conflict of interest evolves.
5. County position on personal and business relationships with former supervisees or their immediate family members, to include domestic partners or others who reside in the probationer's home, agents or close friends. This should also define "former," e.g., clarification between being off probation entirely versus being on an unsupervised status or being supervised by another CCO/agency.
6. General prohibition against giving or accepting gifts or gratuities from a current or former probationer or their immediate family members, to include domestic

partners or others who reside in the participant's home, agents or close friends, and any exclusions to this prohibition.

7. It is strongly recommended that the county require that any contracted CCO cooperate fully with any inquiry or investigation in the event of an allegation of unlawful discrimination, retaliation, drug or alcohol use, and/or harassment, or any perceived violation of the code of conduct, professional decorum, policy, and/or procedure. The county should also require contracted CCOs to submit to drug or alcohol testing, upon reasonable suspicion of on-duty drug or alcohol use if the county has a reasonable suspicion drug or alcohol testing policy in place for its employees.

B. Compliance monitoring responsibilities:

1. Nature and scope of permissible and impermissible direct contact with probationers;
2. Involvement with electronic and alcohol monitoring devices where available;
3. Drug testing duties and protocols (including field testing if authorized to do so);
4. Verification of community service, employment, or educational components of the conditions of probation;

C. Safety

1. A county should have comprehensive safety policies and procedures in place that protect CCOs in all aspects of their contact with probationers.
2. Safety procedures must consider what the CCOs should and should not do in various situations they may face in the office or field (e.g., what actions to take if a compliance or law violation is observed; when to suspend a field activity, such as a home visit, due to threatening or suspicious circumstances; what communication protocols to follow in all circumstances, such as when law enforcement should be immediately contacted; etc.).
3. If any self-defense tools (such as pepper spray) are authorized, the policy must provide for appropriate training in when and how to use, as well as first-aid steps taken upon use;
4. The policy shall prohibit the carrying and use of weapons intended to inflict deadly force or great bodily harm. CCOs shall not carry firearms while on official duty.

D. Documentation

1. Policy will consider the nature, content, and periodicity of all reports required to document compliance/supervision activities. The Policy must require reporting of observation of contraband (and any action taken regarding contraband) as well as any threat of physical confrontation or verbal altercations.

2. If duties are to include field work and/or home visits, the following elements should be considered in drafting such policies and procedures:
 - a. A clear definition of what is meant by “field work” and/or a “home visit” and what goals are to be accomplished (e.g., field officers should never attempt to provide clinical counseling services, but should instead encourage prosocial conduct and verify compliance with probation dictates by performing drug tests, verifying curfew, etc.);
 - b. A clear statement that field work should ideally be conducted in teams of two or more and the conditions, if any, wherein field work may be conducted alone;
 - c. The process by which field visits will be scheduled, approved, monitored, verified, and documented (ALL field visits must be reported);
 - d. Any safety equipment (e.g., identification badge; body armor; mobile phone, hand-held radio, and/or other device for emergency communication; safety and support applications, etc.) that will be provided by the county, and identify the circumstances in which it shall be used;
 1. It is strongly recommended that CCOs wear body armor while in the field. If a CCO chooses not to do so, the CCO should provide the county with a written waiver. The form for such a waiver may be requested from the AOC Court Operations Division.
 2. Counties may provide CCOs with police dispatch radios so that the CCO can contact the local law enforcement agency as necessary.
- E. Level of training or certification necessary for CCOs and mechanism by which such training or certification will be provided and maintained:
 1. All CCOs must satisfactorily complete a preapproved court officer basic training course (see Appendix C) within one year of hire when offered and, with the exceptions noted immediately below, before conducting field work.
 - a. The Corrections Department affirms in writing that the CCO was formerly a certified probation and parole officer and left the employment of the Corrections Department within the previous 12 months in good standing, or
 - b. The CCO was formerly a law enforcement officer and the agency for whom the CCO worked affirms in writing that the CCO left its employment within the previous 12 months as an officer in good standing,
 - c. A CCO who has not yet been trained may accompany a trained officer for such activities, but still must complete the training within 12 months of initial hire;

2. The Policy must make clear what restrictions the training or certification place on the CCOs. In all cases, the Policy shall provide:
 - a. CCOs shall not make an arrest;
 - b. CCOs shall not seize evidence to be used in a new criminal prosecution;
 - c. Whether transportation and/or restraint of a client is permitted by the CCO and, if so, under what circumstances.

F. The county shall adopt policy and procedures in consideration of this appendix.

NOTE: MCPs are encouraged to seek accreditation through the New Mexico Local Government Adult Misdemeanor Compliance Accreditation Program.

APPENDIX C: Court Officer Basic Training (COBT) General Information

ABOUT COBT

The Court Officer Basic Training (COBT) course reflects the collaborative partnership of the New Mexico Counties DWI Coordinators Affiliate (NMC-DWI), New Mexico Department of Finance Administration Local Government Division LDWI Bureau (DFA-LGD-LDWI), and New Mexico Administrative Office of the Courts (AOC). These state agencies and organizations share a common interest in seeing the best practices of the criminal justice field brought to scale in local jurisdictions where offender supervision occurs.

A COBT curriculum committee includes representatives from each cooperating entity who meet regularly to consider adjustments to course goals, priorities, content, and structure, and then make final course recommendations to the Court Operations Division Director of the AOC.

COBT is a *basic* course intended to offer an overview of elements essential to providing safe and professional supervision of adult probationers. Participants in the COBT attend presentations and interactive sessions that introduce research-driven approaches to offender engagement and strategies to conduct supervision in a way that protects both the officer and the probationer.

BASIC VERSUS ADVANCED TRAINING

COBT is a basic course. The target audience is court compliance officers (CCOs), problem solving court coordinators (Coords), and problem solving court surveillance officers (SOs). The primary goal is safety – the protection of both the officer and the probationer from any personal or legal harm. A concurrent goal is ensuring services are provided in such a way that probationers are better for having been under supervision and their future contact with the criminal justice system (recidivism) is reduced. Course content is broad enough to provide an overview of supervision best practices for both safety and offender management, and specific enough to create additional questions, spark interest in further training, and engage the participants in topics that will serve them throughout their careers.

SELF-PRESERVATION VERSUS SELF-DEFENSE TRAINING

Due to the inherent limits of a single week of *basic* training, the focus is on self-preservation. The COBT curriculum committee uses self-preservation to describe course content and hands-

on training that assists the officer in avoiding, evading and escaping a threatening situation. They are techniques that are easy to remember and practice, do not require additional equipment, and are intended to get the officer away from the threat. This is differentiated from many complicated self-defense tactics that are used to subdue, incapacitate, or eliminate the threat.

To adequately prepare officers for a self-defense level of response (as defined herein) would require many hours of training over several weeks followed by continuing practice and regular intervals of formal training updates. This is beyond the scope of a *basic* training course.

Since CCOs, Coords, and SOs do not have arrest powers, cannot carry firearms while on official duty, and should be avoiding confrontation as much as possible through situational awareness and sound decision-making, the COBT curriculum focuses on getting the officer away from the threatening subject and to safety.

This basic course and philosophy of the curriculum committee in no way precludes any jurisdiction from providing advanced training in self-defense tactics, in fact, this is encouraged, especially if field work is part of the officer's duty assignment.

FIELD SUPERVISION

Supervision of offenders in the field, particularly at their residence, is one of the most dangerous activities an officer may perform. The COBT curriculum committee recognizes that a week-long *basic* course does not provide enough time to adequately prepare officers for all types of field work, and specifically, entry into a probationer's home.

COBT incorporates strategies to introduce basic safety techniques and situational awareness, but presumes officers will not enter the home without additional training, communication and personnel support, and a thorough safety plan as part of a comprehensive policy and procedure covering field work.

Since CCOs, Coords, and SOs do not have arrest powers, will not serve warrants, and have clear limits on the return of the misdemeanor probationer, the COBT focuses on limited contact at the residence and not under extreme conditions of threat. Officers are encouraged to coordinate with local law enforcement agencies for welfare checks and warrant execution.



County of Lincoln

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AGENDA ITEM NO. 25

SUBJECT:

Discussion and Approval of Resolution No. 2024-24 Supporting the New Mexico Counties' 2024 Legislative Priorities

Tuesday, October 17, 2023

NMC 2024 Legislative Priorities

HB 2 Appropriations

Detention Reimbursement Fund

Fully fund County Detention Facilities Reimbursement Act Fund to reimburse counties for the actual cost of housing state inmates.

- Currently at \$5 million.
- According to the New Mexico Sentencing Commission, the five-year average cost to house New Mexico Corrections Department inmates is \$7.5 million.

Detention Recruitment and Retention

Appropriate \$10 million to the newly formed Corrections Workforce Capacity Building Fund administered by DFA.

- Sufficient numbers of detention staff are essential to a safe and well-operated detention facility which is directly correlated to community safety.
- A public safety recruitment and retention fund would provide local governments with much needed resources to provide detention services to their communities.

Prisoner Transport and Extradition

Create a line item in the DFA budget with \$750,000 to reimburse counties that provide transportation for state prisoners.

- Statute 4-44-18C NMSA requires the state to reimburse counties for state prisoner transport and extradition.
- Counties should not be responsible to pay for state prisoner transport and extradition.

RISE Funding

Make permanent and increase county participation in the RISE (Reach, Intervene, Support and Engage) Program.

Emergency Medical Services

Create a line item in the Department of Health Emergency Medical Services (EMS) Bureau budget with \$10 million to assist local government EMS services.

- Emergency medical services in New Mexico have been significantly underfunded for years.
- Current state appropriations, taxes collected through local GRT increments, and other sources of revenue do not provide sufficient support to local governments to meet community needs, especially in rural areas of the state.
- EMS services are vital to the health and welfare of New Mexico citizens.

Courthouse Funding

Create a recurring appropriation of \$25 million for construction and renovation of state district courthouses.

- In 2023, the legislature appropriated \$23 million to the Administrative Office of the Courts to assist with critical needs.
- \$15 million was designated to resolve litigation between the 8th Judicial District Court and Otero County and the remaining balance is being distributed based on needs statewide.
- Counties maintain that district courthouses are a state responsibility and that the rising costs of construction, security, and IT necessitate a shared revenue stream.

State Health Benefits Plan

Create a State Health Benefit Fund solvency plan.

- The current State Health Care Benefit Plan is facing an estimated \$149 million deficit.
- The State of New Mexico has not increased premiums in the past three years.
- The General Services Division invoiced local government public bodies (LPB) for approximately \$18 million for previous and projected shortfalls.
- NMC has filed a lawsuit on behalf of 24 counties questioning the legality of these “special assessments.”
- NMC seeks a solution to ensure fund solvency and guarantee proper notice and planning to enable LPBs to adequately budget for increased cost moving forward.

Elected Official Salary Increase

Increase the salary cap for newly elected county officials by 15% with a provision for future adjustments to track the Consumer Price Index (CPI).

- Last amended in 2018 (HB69) for increases beginning in 2019.
- Historically adjusted approximately every 4 years.
- Must be in place when newly elected officials take office in 2024.
- CPI provision would eliminate the need for repeated legislative action.

Firefighter Recruitment & Retention

Appropriate a \$50 million reoccurring fund to the NM Department of Homeland Security to be administered by the State Fire Marshal’s Office for fire departments to staff, recruit, and retain career and volunteer firefighters.

- Call volume has increased by as much as 50% in the last year.
- Response systems are overburdened.
- Average age of New Mexican volunteer is 65.



NEW MEXICO COUNTIES

33 STRONG

2024 Legislative Priorities

NMC Legislative Team

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Memorandum

Date: October 4, 2024
To: NMC Board of Directors, Commissioners, and County Managers
From: Joy Esparsen, NMC Executive Director
Re: Protocol for Board of County Commission NMC 2024 Legislative Priority Endorsement

The New Mexico Counties (NMC) Board of Directors approved three legislative priorities for consideration by the New Mexico Legislature during the 2024 session.

- 1) HB2 Appropriations
 - Detention Reimbursement Fund
 - Detention Recruitment and Retention
 - Prisoner Transport and Extradition
 - RISE Funding
 - Emergency Medical Services
 - Courthouse Funding
 - State Health Benefits Plan
- 2) Elected Official Salary Increase
- 3) Firefighter Recruitment and Retention

In preparation for the session and in an effort to promote communication among NMC and the 33 counties, we request that board members:

Present the NMC 2024 legislative priorities to their respective Board of County Commission (BCC) for support.

Send a signed copy of your BCC support for the NMC 2024 legislative priorities to Aelysea Webb (awebb@nmccounties.org) by December 31, 2023.

Sincerely,

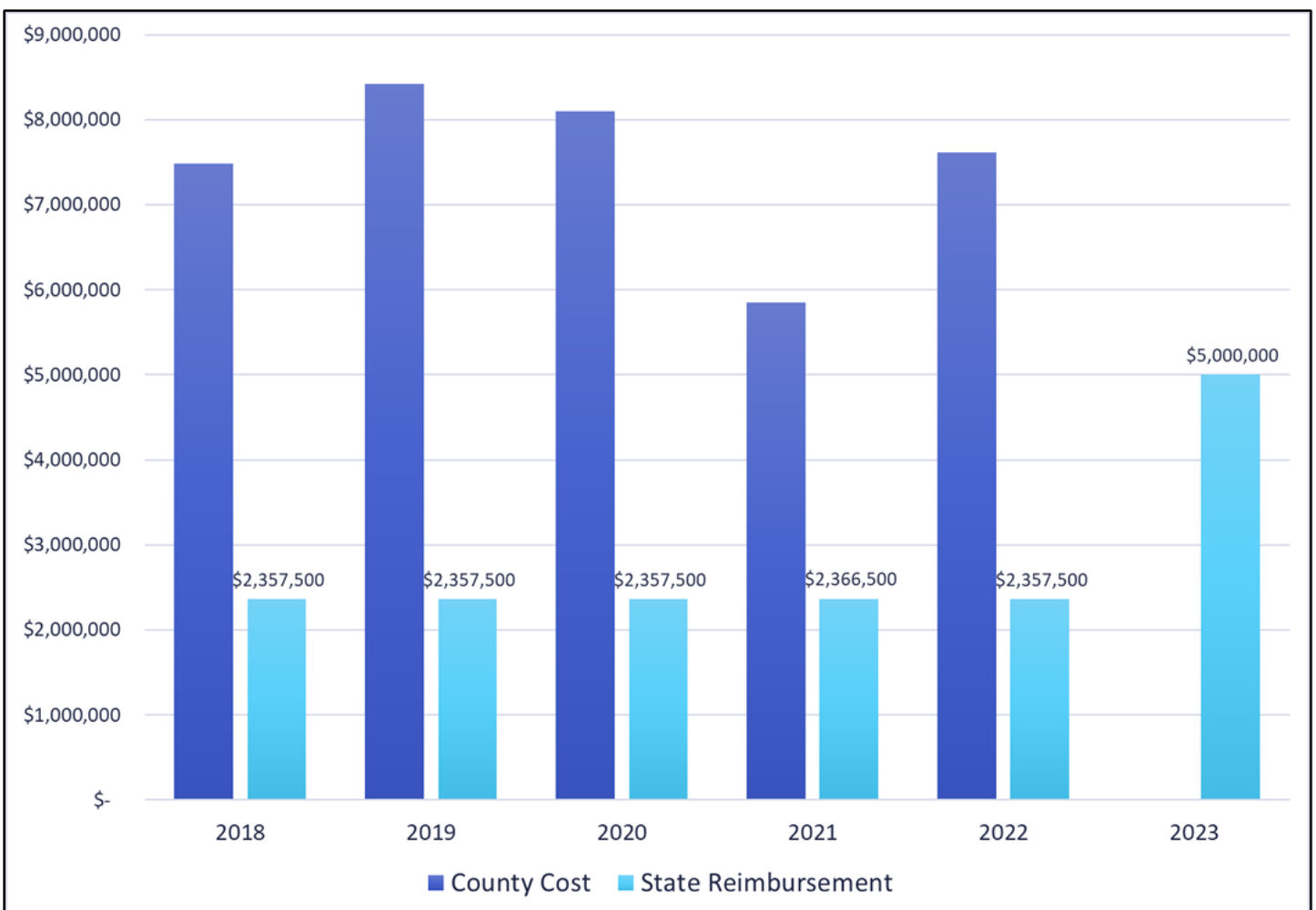


Joy Esparsen
Executive Director

Detention Reimbursement Fund

New Mexico Counties requests an appropriation of \$7.5 million for the County Detention Facility Reimbursement Fund, (NMSA 1978 §33-3B-4), to reimburse counties a percentage of the cost for housing felony offenders who have been sentenced to confinement in state correctional facilities, in county facilities.

The County Detention Reimbursement Fund was created in 2007 with a \$5 million appropriation following litigation between the counties and state. It diminished to less than \$2.5 million over the next decade. The Legislature restored it to the 2007 amount of \$5 million in 2022 but the five-year average cost to house New Mexico Corrections Department inmates has been calculated by the New Mexico Sentencing Commission to be \$7.5 million.



Detention Recruitment & Retention

New Mexico Counties requests an appropriation of \$10 million for the Detention and Corrections Workforce Capacity Building Fund established by the legislature in 2023 (NMSA 1978 §9-6-19). The Fund was created to assist counties with critical detention officer vacancy levels in county facilities notwithstanding significant pay increases, to attract and retain employees.

Detention Pay Increases

COUNTIES	OFFICERS	OFFICERS	OFFICERS
	2021	2022	2023
Bernalillo	\$17.75	\$19.22	\$20.34*
Chaves	\$13.29	\$15.35	\$15.35
Colfax	\$14.10	\$16.98	\$16.98
Doña Ana	\$13.70	\$17.50	\$18.00
Eddy	\$19.51	\$22.61	\$23.75
Lea	\$15.00	\$26.00	\$26.00
Lincoln	\$13.80	\$18.63	\$20.00
Otero	\$12.00	\$19.53	\$19.53
Rio Arriba	\$14.15	\$18.00	\$21.75
San Juan	\$16.98	\$18.48	\$18.66
San Miguel	\$10.05	\$13.40	\$16.46
Sandoval	\$14.40	\$17.50	\$17.73
Santa Fe	\$16.05	\$21.34	\$26.00
Socorro	\$13.10	\$13.44	\$16.11
Taos	\$14.23	\$16.43	\$21.65
Valencia	\$13.60	\$17.00	\$17.85

*\$21.34 after academy completion

County Detention Vacancies

As of 9/26/2023

County Facility	# of Staff	# Staff Vacancy	% Staff Vacancy
Colfax	30	6	20.00%
De Baca	10	2	20.00%
Sandoval	55	11	20.00%
Doña Ana	219	47	21.46%
McKinley	50	12	24.00%
Curry	64	18	28.13%
Valencia	45	13	28.89%
Santa Fe	64	20	31.25%
Taos	27	9	33.33%
San Juan	95	33	34.74%
Eddy	115	44	38.26%
Otero	62	26	41.94%
Rio Arriba	31	13	41.94%
Quay	22	10	45.45%
Chaves	64	30	46.88%
Bernalillo	411	197	47.93%
Bernalillo (Juvenile)	96	66	68.75%

Prisoner Transport & Extradition

New Mexico Counties requests an appropriation of \$750,000 to DFA to fund prisoner transport and extradition, as provided by NMSA 1978 § 4-44-18C, for individuals committed by a court to a state institution. Currently, counties provide this service, but the Legislature has not appropriated the funding to provide reimbursement as required by state law.

RISE Funding

New Mexico Counties requests that the Legislature continue and increase funding for the Reach, Intervene, Support and Engage (RISE) Program in the Human Services Department Behavioral Health Services Division budget. RISE is a partnership between the state and selected counties to provide behavioral health, MAT, housing, vocational and other services to people in detention.

RISE is being implemented in Bernalillo (through UNM), Colfax (through Krossroads Integrative Health and Recovery Solutions), Doña Ana, Eddy (through Lifehouse Inc.), Grant, Lincoln, Luna, Roosevelt, San Juan, Sierra, Socorro, and Valencia counties. San Miguel and Curry counties were awarded planning grants for RISE programming. An increase in funding would provide sustainability and enable expansion of this very successful program.

Emergency Medical Services

New Mexico Counties requests an appropriation of \$10 million to the Department of Health Emergency Medical Services (EMS) Bureau to assist local governments with EMS services. Emergency medical services in New Mexico have been significantly underfunded for years and although local governments have assume responsibility for providing these services, they are not statutorily required to do so.

The current state appropriation has dropped to \$2.8 million, less than what was allocated in the mid-1990s. Taxes collected through local GRT increments, and other sources of revenue do not provide sufficient support to local governments to meet community needs, especially in rural areas of the state where county services are often the only response available. A more sustainable shared revenue should be identified.

History of EMS Funding

- 1978—EMS statute created; distributed \$500,000 to 96 services
- 1978-1988—EMS services increased from 96 to 227
- 1980s—GF distribution of \$500,000 to DOH for EMS Fund
- 1986—State advisory committee recommended sustainable EMS Fund
- 1987—EMS Fund established “\$1 for Life”; generated \$1.8 Million
- 1988-1994—EMS services increased from 227 to 294
- 1992—Legislation to increase the EMS Fund appropriation failed
- 1994—EMS Fund reverts back to GF
- 1994—EMS Fund distribution is \$2.9 million for 316 services
- 2000s—Legislation to add 10¢ to Liquor Tax for EMS Fund failed
- 2008-2010—EMS Fund distribution is \$3.8 million
- 2011—Fire Protection Fund amended to include some EMS
- 2019—Memorial to study sustainable EMS funding needs failed
- 2020—EMS Fund distribution is \$2.8 million
- 2020—Legislation to increase EMS Fund to \$5 million failed

Courthouse Funding

New Mexico Counties requests a recurring appropriation of \$25 million for construction, renovation, and other needs of state district courthouses. In 2023, the Legislature appropriated \$23 million to the Administrative Office of the Courts to assist with these critical needs. \$15 million was designated to resolve litigation between the 8th Judicial District Court and Otero County and the remaining balance is being distributed based on needs statewide.

State district courts no longer reflect a single judge residing at a county facility the way the territorial statute first intended. State district courthouse construction can reach well over \$50 million and the addition of a single judge can cost a county \$2-\$3 million for renovation and increased operational support. Counties maintain that district courthouses are a state responsibility and that the rising costs of construction, security, and IT necessitate a shared revenue stream.

State Health Benefits Plan

New Mexico Counties seeks a long-term and sustainable solution for the estimated \$149 million deficit in the New Mexico Employee Health Benefits Fund. We ask that the Legislature make an appropriation to rectify the current deficit and develop a plan to thoughtfully address future shortfalls. Participating counties recognize and anticipate that for the fund to be solvent, premium increases may need to be appropriately budgeted for and implemented over the next several years.

Immediately following the 2023 Legislative Session, the General Services Division invoiced local government public bodies (LPB) for prior and anticipated budget shortfalls in the Employee Health Benefits Fund. The State of New Mexico had not increased premiums over the past three years and had not followed through on recommendations to audit provider payments. Participating local governments were not adequately notified of the significant shortfalls and the 24 member counties question the legality of these “special assessments.” NMC seeks a solution to ensure fund solvency and guarantee proper notice and planning to enable LPBs to adequately budget for increased costs moving forward.

Elected Official Salary Increase

County elected officials’ salaries are capped by New Mexico law. NMSA 1978 §4-44-4. HB410 passed unanimously during the 2023 legislative session but was vetoed. An increase is imperative this year as it would affect any incoming elected officials who take office in January 2025.

Counties have historically received an increase to the salary cap every four years. The cap was last amended in 2018 and currently 14 counties are at the cap. In several counties, the chief deputy official or undersheriff make significantly more than the elected official. The inclusion of a CPI provision would eliminate, or greatly reduce, the need for repeated legislative action. New Mexico Counties requests that the Legislature increase the salary cap for newly elected officials by 15% with a provision for future adjustments to track the Consumer Price Index.

Counties Currently at Salary Cap

Bernalillo
Chaves
Cibola
Dona Ana
Guadalupe
Lea
Luna
McKinley
Rio Arriba
San Juan
San Miguel
Sandoval
Santa Fe
Valencia

Firefighter Recruitment & Retention

New Mexico Counties requests a legislative appropriation for the Department of Homeland Security & Emergency Management’s State Fire Marshal’s Office (SFMO) to assist local governments with critical needs for career and volunteer firefighter and emergency services staffing, recruitment, and retention. Call volume statewide has increased by as much as 50% this past year and many response systems are overburdened. Currently, 19 fire and emergency response districts are at risk of being shut down because they do not meet the response requirements necessary to serve their communities.

New Mexico’s counties rely heavily on volunteer personnel for fire, EMS, and emergency management services. In many counties, paid staff is limited to one or two individuals. SFMO data reflects a 17% decrease in volunteer personnel since the pandemic. Individuals are more reluctant to volunteer or aging out of the service and younger generations are not backfilling these losses. This dramatic change necessitates additional funding for recruitment and retention efforts for volunteers, as well as long-term solutions to help local governments add additional paid staff positions.

Resolution 2024-24: a Resolution Supporting the New Mexico Counties 2024 Legislative Priorities

WHEREAS, in August 2023, the New Mexico Counties Board of Directors approved three legislative priorities for consideration by the New Mexico Legislature at its 2024 session; *and*

WHEREAS, NMC has requested that the Board of County Commissioners in each of the state's 33 counties discuss and approve support for NMC's legislative priorities as an important step in assuring maximum understanding of NMC's legislative priorities at the county level; *and*

WHEREAS, county support enables NMC to demonstrate strong local and statewide support to the state legislature for the following issues:

1. HB 2 Appropriations

Detention Reimbursement Fund

Fully fund County Detention Facilities Reimbursement Act Fund to reimburse counties for the actual cost of housing state inmates.

- Currently at \$5 million
- According to the New Mexico Sentencing Commission, the five-year average cost to house New Mexico Corrections Department inmates is \$7.5 million.

Detention Recruitment and Retention

Appropriate \$10 million to the newly formed Corrections Workforce Capacity Building Fund administered by DFA.

- Sufficient numbers of detention staff are essential to a safe and well-operated detention facility which is directly correlated to community safety.
- A public safety recruitment and retention fund would provide local governments with much needed resources to provide detention services to their communities.

Prisoner Transport and Extradition

Create a line item in the DFA budget with \$750,000 to reimburse counties that provide transportation for state prisoners.

- Statute 4-44-18C NMSA requires the state to make such payment.
- Counties should not be responsible to pay for state prisoner extradition.

RISE Funding

Make permanent and increase county participation in the RISE (Reach, Intervene, Support and Engage) Program.

Emergency Medical Services

Create a line item in the Department of Health Emergency Medical Services (EMS) Bureau budget with \$10 million to assist local government EMS services.

- Emergency medical services in New Mexico have been significantly underfunded for years.
- Current state appropriations, taxes collected through local GRT increments, and other sources of revenue do not provide sufficient support to local governments to meet community needs, especially in rural areas of the state.
- EMS services are vital to the health and welfare of New Mexico citizens.

Courthouse Funding

Create a recurring appropriation of \$25 million for construction and renovation of state district courthouses.

- In 2023, the legislature appropriated \$23 million to the Administrative Office of the Courts to assist with critical needs.
- \$15 million was designated to resolve litigation between the 8th Judicial District Court and Otero County and the remaining balance is being distributed based on needs statewide.

- Counties maintain that district courthouses are a state responsibility and that the rising costs of construction, security, and IT necessitate a shared revenue stream.

State Health Benefits Plan

Create a State Health Benefit Fund solvency plan.

- The current State Health Care Benefit Plan is facing an estimated \$149 million deficit.
- The State of New Mexico has not increased premiums in the past three years.
- The General Services Division invoiced local government public bodies (LPB) for approximately \$18 million for previous and projected shortfalls.
- NMC has filed a lawsuit on behalf of 24 counties questioning the legality of these “special assessments.”
- NMC seeks a solution to ensure fund solvency and guarantee proper notice and planning to enable LPBs to adequately budget for increased cost moving forward.

2. Elected Official Salary Increase

Increase the salary cap for newly elected county officials by 15% with a provision for future adjustments to track the Consumer Price Index (CPI).

- Last amended in 2018 (HB69) for increases beginning in 2019.
- Historically adjusted approximately every 4 years.
- Must be in place when newly elected officials take office in 2024.
- CPI provision would eliminate the need for repeated legislative action.

3. Firefighter Recruitment & Retention

Appropriate a \$50 million reoccurring fund to the NM Department of Homeland Security to be administered by the State Fire Marshal’s Office for fire departments to staff, recruit, and retain career and volunteer firefighters.

- Call volume has increased by as much as 50% in the last year.
- Response systems are overburdened.
- Average age of New Mexican volunteer is 65.

NOW, THEREFORE, BE IT RESOLVED that the Lincoln Board of County Commissioners does hereby support NMC’s legislative priorities as set forth above and urges that legislation incorporating these priorities be enacted by the state legislature during its 2024 session.

ADOPTED this 17th day of October, 2023.

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

Todd F. Proctor, Chairman Dist. 1

Jon F. Crunk, Vice Chairman, Dist. 3

Mark G. Fischer, Member Dist. 5

Pierre S. Pfeffer, Member Dist. 4

Samantha J. Serna, Member Dist. 2

ATTEST:

Shannan Hemphill, County Clerk

Memorandum

Date: October 4, 2024
To: NMC Board of Directors, Commissioners, and County Managers
From: Joy Esparsen, NMC Executive Director
Re: Protocol for Board of County Commission NMC 2024 Legislative Priority Endorsement

The New Mexico Counties (NMC) Board of Directors approved three legislative priorities for consideration by the New Mexico Legislature during the 2024 session.

- 1) HB2 Appropriations
 - Detention Reimbursement Fund
 - Detention Recruitment and Retention
 - Prisoner Transport and Extradition
 - RISE Funding
 - Emergency Medical Services
 - Courthouse Funding
 - State Health Benefits Plan
- 2) Elected Official Salary Increase
- 3) Firefighter Recruitment and Retention

In preparation for the 2024 session and to promote communication among NMC and the 33 counties, we request that board members present the NMC 2024 legislative priorities to their Board of County Commission (BCC) for support. Please send a signed copy of your BCC support for the 2024 legislative priorities to Aelysea Webb (awebb@nmcounties.org) by December 31, 2023.

Included:

- 2024 NMC Legislative Priorities List
- 2024 NMC Legislative Priorities Packet
- 2024 NMC Priorities Support Resolution Template

Sincerely,



Joy Esparsen
Executive Director

444 Galisteo Street
Santa Fe, NM 87501

877-983-2101
505-983-2101
Fax: 505-983-4396



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 26

SUBJECT:

Consideration and Approval of Pattern IRB Real Estate Amendments:

- a. First Amendment to Sublease Agreement for \$3,600,000,000 Lincoln County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A.
- b. First Amendment to Lease Agreement for \$3,600,000,000 Lincoln County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A

Tuesday, October 17, 2023

**RECORDING REQUESTED BY AND
AFTER RECORDING, RETURN TO:**

SunZia Wind South LLC
888 Westheimer, Suite 350
Houston, Texas 77006
Attention: Real Estate Legal Department

FIRST AMENDMENT TO SUBLEASE AGREEMENT

This First Amendment (the “Amendment”) to that certain Sublease Agreement entered into as of November 9, 2022 (the “Sublease Agreement”) (recorded as Document No. 202207242, in Book 2022, Page 7242, in the real property records of the Office of County Clerk of Lincoln County, New Mexico), is entered into by and between Sunzia Wind South LLC (formerly known as Mesa Canyons Wind LLC), a Delaware limited liability company (the “Company”), and Lincoln County, New Mexico, a political subdivision existing under the laws of the State of New Mexico (the “County”). Capitalized terms used in this Amendment, but not defined herein, shall have the meanings assigned to such terms under that certain Lease Agreement dated as of November 9, 2022 between the County and the Company (the “Bond Lease”) (recorded as Document No. 202207250, in Book 2022, Page 7250, in the real property records of the Office of County Clerk of Lincoln County, New Mexico), as amended. The County and the Company are referenced herein, collectively, as the “Parties.”

RECITALS:

A. The Company has proposed to construct a certain wind project located within the County, for the generation and transportation of electricity (the “Project”) consisting of leased land, easements and other property rights on real property leased by the Company and located within the County but outside the boundaries of any incorporated municipality (the “Project Site”); and

B. The Company is the lessee under various ground leases in connection with the Project which are herein referred to as the “Project Site Leases” and were identified in Exhibit A to the Sublease Agreement; and

C. The County adopted Ordinance No. 2023-01 on September 20, 2022, which authorized the issuance of up to \$3,600,000,000 Lincoln County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A (the “Bonds”) which were issued on November 9, 2022; and

D. The Parties have previously agreed that if changes occurred to the property rights held by the Company as set forth in Exhibit A to the Sublease Agreement, then Exhibit A thereto, the schedule of Project Site Leases, could be amended to reflect such changes; and

E. Following the issuance of the Bonds, the property rights of the Company changed and the County and the Company now wishes to amend the schedule of Project Site Leases to reflect such changes, as set forth in Exhibit A attached to this Amendment; and

F. The County, after reviewing the schedule of Project Site Leases set forth in Exhibit A attached to this Amendment, finds the Exhibit A schedule of Project Site Leases and

related Project Site property descriptions to be appropriate for consummation of the transactions contemplated by the Indenture and the Bond Lease, and further finds that amending the Exhibit A schedule of Project Site Leases to reflect the changes to the Company's property rights is not inconsistent with the terms of Ordinance No. 2023-01, adopted by the Board of County Commissioners (the "Board") on September 20, 2022; and

G. The Parties desire to amend the Exhibit A schedule of Project Site Leases set forth in the Sublease Agreement by substituting in its place the amended Exhibit A schedule of Project Site Leases attached as Exhibit A to this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Company is authorized to amend the schedule of Project Site Leases, including the related real property descriptions as set forth in the Exhibit A schedule of Project Site Leases, to reflect the amended Project Site property descriptions attached to this Amendment (the "Amended Project Site Description") by replacing the descriptions attached as Exhibit A to the Sublease Agreement with the Amended Project Site Description, as reflected in Exhibit A attached to this Amendment.

2. To effectuate the amendments described in paragraph 1 above, the schedule of Project Site Leases contained in Exhibit A of the Sublease Agreement is hereby deleted and the schedule of Project Site Leases attached as Exhibit A to this Amendment is substituted in its place.

3. The County will execute and deliver this Amendment as of the date set forth below and the Board hereby authorizes the Board Chair, Vice Chair, or County Manager, each of which are individually authorized, to execute and deliver this Amendment, and the County Clerk or Deputy County Clerk are hereby authorized to attest and deliver this Amendment.

4. Except as provided in this Amendment, the Sublease Agreement is and shall remain in full force and effect with respect to the obligations and rights of the Parties thereunder.

5. This Amendment may be executed in as many counterparts as may be deemed necessary and convenient, and the Parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission, by electronic mail in "pdf" form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

6. This Amendment shall be governed by the laws of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico without regard or effect given to conflict of laws rules that would require the application of the laws of any other jurisdiction.

[Signature pages follow]

DATED AS OF OCTOBER ____, 2023.

ATTEST:

LINCOLN COUNTY, NEW MEXICO

Shannan Hemphill, County Clerk

By: _____
Todd Proctor, Chair
Board of County Commissioners

(SEAL)

)

)

)

Notary Public

My commission expires:_____

SUNZIA WIND SOUTH LLC, a Delaware limited liability company (f/k/a Mesa Canyons Wind LLC)

By: _____

Name: Blake Rasmussen

Title: Authorized Signatory

STATE OF TEXAS)

) ss.

COUNTY OF HARRIS)

This instrument was acknowledged before me on October ____ 2023, by Blake Rasmussen as Authorized Signatory of Sunzia Wind South LLC, a Delaware limited liability company (f/k/a Mesa Canyons Wind LLC).

Notary Public

My commission expires: _____

EXHIBIT A

PROJECT SITE

AMENDED PROJECT SITE LEASES

AND REAL PROPERTY COVERED BY PROJECT SITE LEASES

Lincoln County, New Mexico

[Legal Description follows]

Agreement 1:

Landowner:

ROELIFF F. ANNON, a married person dealing in his sole and separate property

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 16, 2018, entered into by and between Roeliff F. Annon, a married person dealing in his sole and separate property (with joinder by Jill Felice, his spouse), and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 18, 2018, and filed of record on July 12, 2021, as Document No. 202105075, Book 2021, Page 5075 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 32: All of the area or portion lying South of Highway 427

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 4: All of the area or portion lying South of Highway 427

Section 5: All of the area or portion lying South of Highway 427

Section 6: S/2 & S/2N/2

Section 7: ALL

Section 8: ALL

Section 9: NE/4NE/4 & W/2 & W/2E/2, which lies South of Highway 427

Section 18: NW/4NE/4 & N/2NW/4 & SW/4NW/4

Agreement 2:

Landowner:

BAGLEY FAMILY LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 13, 2019, entered into by and between Bagley Family LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 13, 2019, and filed of record on August 25, 2021, as Document No. 202106170, Book 2021, Page 6170; as partially terminated by that certain Notice of Partial Termination of Land Lease and Wind Easement Agreement dated September 11, 2023, filed of record on September 11, 2023, as Document No. 202304668, in Book 2023, Page 4668; all in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 8: A part of the Northeast Quarter (NE/4) described as follows:

A piece of land located South and East of Highway 54, commencing at the Southeast corner of said Northeast Quarter (NE/4) of Section 8; Thence West 11.51 chains to County road; Thence 22.5 chains in a Northeasterly direction along the County road; Thence South 30.5 chains to the point of beginning.

AND

A part of the Southeast Quarter (SE/4) described as follows:

Beginning at the Southeast corner of Section 8; Thence North along the East line of said Section 8, ½ mile to the Northeast corner of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 8; Thence West along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 8, 817 ft. to the East line of the Southern Pacific Railroad right of way; Thence Southward along the East line of the Southern Pacific Railroad right of way to the South line of said Section 8; Thence East 1790 ft. to the point of beginning.

Excepting the following described tract which was conveyed to Benjamin H. Roberts by Roy McGuffin and Wife Eunice McGuffin, on August 1, 1942, being referenced in the Warranty Deed recorded May 28, 1945 in Deed Book A-23, page 574, and in the Warranty Deed recorded November 10, 1965 in Deed Book 55, page 280, both in the office of the County Clerk of Lincoln County, New Mexico: Beginning at the East line of the Southern Pacific right of way on the South line of Section 8, Township 1 South, Range 13 East; thence North 2180 feet along the East line of said right of way; thence Southeast along fence on East side of road to a point 343 feet East of the East line of said right of way; thence South to the South line of Section 8; thence West to a point of beginning. The excepted parcel being further shown as Tracts A and B by the Exemption Plat for the lands of James Robert Smith and Kimberlee Ann Smith filed April 18, 2012 in Book C-J, page 723, in the office of the County Clerk of Lincoln County, New Mexico.

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico
Section 9: The West half (W/2),

Excepting one acre in the Northeast corner of the Southeast Quarter of the Northwest Quarter (SE/4 NW/4);

Excepting two acres located in the Northeast corner of the Southeast Quarter of the Northwest Quarter for a cemetery, as reserved in that certain Warranty Deed from Mrs. Joseph A. Simpson, a widow, also known as Mrs. Mary I. Simpson, to Roy A. McGuffin, recorded February 10, 1944 in Deed Book A-23, page 187, in the office of the County Clerk of Lincoln County, New Mexico;

Excepting the following tract conveyed to the State Highway Commission of New Mexico by Warranty Deed recorded June 15, 1954 in Deed Book 36, page 46, in the office of the County Clerk of Lincoln County, New Mexico: A certain tract or parcel of land within the NE/4NW/4NW/4 of Section 9, Township 1 South, Range 13 East, N.M.P.M., being more particularly described as follows, to wit: Beginning at a point which is the corner common to Sections 4, 5, 8 and 9, in T. 1 S., R. 13 E., N.M.P.M.; thence Easterly along the section line common to Sections 4 and 9, a distance of 782.6 feet to the true point and place of beginning; thence South a distance of 417.4 feet; thence East a distance of 417.4 feet; thence North a distance of 417.4 feet; thence West a distance of 417.4 feet to the true point and place of beginning. Containing 4 acres, more or less;

Excepting the following tract conveyed to THE VILLAGE OF CORONA by Warranty Deed recorded April 3, 1986 in Deed Book 115, page 307, in the office of the County Clerk of Lincoln County, New Mexico: That certain parcel of land lying in and being a portion of Section 9, Township 1 South, Range 13 East, N.M.P.M., Lincoln County, New Mexico, more particularly described as follows:

Beginning at a point that lies South 00° 31' 05" West, 1134.14 feet from the North $\frac{1}{4}$ corner of said Section 9; thence South 00° 30' 05" West, 822.58 feet; Thence South 89° 42' 49" West, 582.81 feet; Thence North 00° 30' 05" East, 800.00 feet; Thence North 87° 28' 48" East, 583.55 feet to the point of beginning, containing 10.85 acres, more or less. Together with an easement for ingress and egress over the existing roadway to New Mexico State Highway #42.

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

- Section 17: All that part lying South and East of the railroad right of way.
Section 18: All that part of the Southeast Quarter (SE/4) lying South and East of the railroad right of way.
Section 19: The East half of the East half (E/2 E/2)
Section 20: All
Section 21: The West half of the Northwest Quarter (W/2 NW/4)
Section 28: The East half (E/2) and the East half of the West half (E/2 W/2) and the Northwest Quarter of the Northwest Quarter (NW/4 NW/4)
Section 29: All
Section 30: The South half (S/2) and the East half of the Northeast Quarter (E/2 NE/4)

Agreement 3:**Landowner:**

BELL CATTLE COMPANY, LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, entered into by and between Bell Cattle Company, LLC, a New Mexico limited liability company (with joinder by Owen and Bell Wind Co., LLC, a New Mexico limited liability company, as wind rights owner), and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, and filed of record on July 19, 2021, as Document No. 202105219, Book 2021, Page 5219 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 14 EAST (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, AND TOWNSHIP 2 SOUTH, RANGE 14 EAST (T2S, R14E), N.M.P.M., Lincoln County, New Mexico

Tract 1, a certain tract of land within one or more of Sections 32, 33, 28, 21, 34, 27, 22, 35 and 26, Township 1 South, Range 14 East (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, and within one or more of Sections 5, 4, 9, 3 and 10, Township 2 South, Range 14 East (T2S, R14E), N.M.P.M., Lincoln County, New Mexico, as shown and created by the Revised Division created by (47-6-2-J-1) and (47-6-2-J-13), filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on February 10, 2016, in Book C-K, Page 7, containing 5,277.93 acres, more or less, as more particularly described therein

Agreement 4:

Landowner:

BONITA CANYON RANCH LIMITED PARTNERSHIP, a New Mexico limited partnership

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective November 30, 2018, entered into by and between Bonita Canyon Ranch Limited Partnership, a New Mexico limited partnership, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective November 30, 2018, and filed of record on May 25, 2021, as Document No. 202103798, Book 2021, Page 3798 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 13 EAST (T2S, R13E), N.M.P.M., Lincoln County, New Mexico

Section 8: All that portion of the SW/4, more particularly described as follows: Beginning at the Southwest corner of said Section 8, and running thence North along the section line, a distance of 1,428 feet; Thence South 76° 44' East, a distance of 154 feet; Thence South 31° 49' East, a distance of 960 feet; Thence South 67° 29' East (passing through the center of a well and windmill at 65 feet), a distance of 1,542 feet to the South line of said Section 8; Thence North 89° 58' West, along the section line, a distance of 2,064 feet to the Point of Beginning.

Section 9: S/2N/2; S/2

Section 14: W/2SW/4

Section 15: ALL

Section 16: ALL

Section 17: ALL

Section 20: ALL

Section 21: ALL

Section 22: ALL

Section 23: W/2W/2

Section 25: S/2SE/4; SW/4

Section 26: NW/4; S/2NE/4; S/2

Section 27: ALL

Section 28: ALL

Section 33: E/2; E/2W/2

Section 34: ALL
Section 35: ALL
Section 36: ALL

TOWNSHIP 2 SOUTH, RANGE 14 EAST (T2S, R14E), N.M.P.M., Lincoln County, New Mexico

Section 30: Lot 4; SE/4SW/4
Section 31: ALL
Section 32: W/2

TOWNSHIP 3 SOUTH, RANGE 13 EAST (T3S, R13E), N.M.P.M., Lincoln County, New Mexico

Section 1: ALL
Section 2: ALL
Section 3: ALL
Section 11: ALL
Section 12: ALL
Section 13: ALL
Section 14: ALL

TOWNSHIP 3 SOUTH, RANGE 14 EAST (T3S, R14E), N.M.P.M., Lincoln County, New Mexico

Section 4: S/2
Section 5: Lots 3 and 4; S/2NW/4; S/2
Section 6: ALL
Section 7: ALL
Section 8: ALL
Section 9: ALL
Section 10: ALL
Section 11: ALL
Section 12: ALL
Section 13: ALL
Section 14: ALL
Section 15: ALL
Section 16: ALL
Section 17: ALL
Section 18: ALL

TOWNSHIP 3 SOUTH, RANGE 15 EAST (T3S, R15E), N.M.P.M., Lincoln County, New Mexico

Section 7: ALL

Section 8: W/2; S/2NE/4; SE/4

Section 17: ALL

Section 18: ALL

Section 20: N/2; SE/4

Section 29: NE/4; SE/4NW/4

Agreement 5:

Landowner:

D2 RANCH, LLC, a limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, entered into by and between D2, Ranch, LLC, New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, and filed of record on April 5, 2022, as Document No. 202202275, Book 2022, Page 2275; as amended by that certain First Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated October 9, 2023, filed of record on October 10, 2023, as Document No. 202305328, in Book 2023, Page 5328; all in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 12 EAST, N.M.P.M., Lincoln County, New Mexico

Section 25: NW/4SW/4

TOWNSHIP 3 SOUTH, RANGE 12 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: S/2SW/4, SW/4SE/4

Section 2: Lots 1 and 2, S/2NE/4

Section 12: ALL

Section 13: Lots 1, 2, 3, 4, 5 and 6, NE/4NE/4, N/2SW/4

Section 23: ALL, Less that part lying West of the railroad R/W

Section 25: S/2NE/4, S/2NW/4, W/2SE/4, SW/4

Section 26: N/2N/2, SE/4NE/4, E/2SE/4

Section 35: NE/4SE/4

TOWNSHIP 3 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 6: Lot 1, SE/4NE/4, SW/4SE/4

Section 7: N/2NE/4

Section 8: N/2SE/4, NE/4SW/4

Section 20: NW/4NE/4, N/2NW/4, S/2

Section 21: S/2

Section 22: S/2

Section 23: W/2NE/4, SW/4NW/4, S/2

Section 24: ALL
 Section 26: E/2, E/2W/2, W/2NW/4, NW/4SW/4
 Section 27: E/2E/2, W/2SE/4, SW/4NE/4, W/2
 Section 28: ALL
 Section 29: E/2NE/4, SW/4NE/4, N/2SE/4, NW/4NW/4, S/2NW/4, SW/4
 Section 30: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, SE/4NE/4, SE/4
 Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
 Section 33: ALL
 Section 34: W/2NE/4, SE/4NE/4, SE/4, W/2
 Section 35: ALL

TOWNSHIP 3 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 23: E/2, N/2NW/4
 Section 24: N/2, N/2S/2
 Section 25: S/2S/2
 Section 26: NE/4, SW/4SE/4
 Section 30: E/2
 Section 31: E/2
 Section 33: S/2S/2, NE/4SE/4, SE/4NE/4
 Section 34: NE/4NE/4, S/2N/2
 Section 35: ALL

TOWNSHIP 3 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 19: Lots 1, 2, 3, 4, E/2W/2, W/2E/2, E/2SE/4, NE/4NE/4
 Section 20: S/2SW/4
 Section 28: S/2SE/4, SE/4SW/4
 Section 29: W/2W/2, NE/4NW/4
 Section 30: E/2E/2, SW/4SE/4
 Section 31: NE/4NE/4
 Section 33: E/2, E/2W/2, SW/4NW/4

TOWNSHIP 4 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2NE/4, SE/4
 Section 3: Lots 1, 2, 3, 4, S/2N/2
 Section 4: Lots 1, 2, 3, 4, S/2N/2
 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
 Section 12: W/2E/2, S/2SW/4
 Section 13: SW/4
 Section 14: S/2
 Section 23: SE/4, S/2NE/4, NE/4NE/4

Section 24: E/2NW/4
Section 25: ALL
Section 26: N/2, N/2S/2, SW/4SW/4
Section 35: ALL

TOWNSHIP 4 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2N/2, SE/4
Section 3: E/2SW/4
Section 4: Lots 3 and 4, S/2NW/4, SW/4, W/2SE/4
Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4
Section 7: Lots 1, 2, 3, 4, E/2W/2, NE/4, SW/4SE/4
Section 8: N/2NE/4, SE/4NE/4, NW/4, S/2
Section 9: ALL
Section 10: S/2, S/2N/2, N/2NW/4
Section 11: SE/4, SE/4NE/4
Section 12: E/2, W/2SW/4, SE/4SW/4
Section 13: N/2N/2
Section 14: N/2NE/4, NE/4NW/4, S/2NW/4, SW/4
Section 15: SW/4, S/2SE/4, SE/4NW/4
Section 17: NE/4, NE/4NW/4
Section 18: Lots 1, 2, 3, 4, E/2W/2, W/2NE/4, SE/4NE/4
Section 19: Lots 1, 2, 3, 4, E/2W/2
Section 21: E/2, E/2W/2
Section 22: N/2N/2, SW/4NE/4, SW/4, W/2SE/4
Section 23: N/2NW/4
Section 27: W/2E/2, NW/4NW/4, E/2SW/4
Section 28: N/2NE/4, NE/4NW/4
Section 30: Lots 1, 2, 3, 4, E/2W/2
Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
Section 34: W/2E/2

TOWNSHIP 5 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 12: A tract of land described as follows:
Beginning at the Southwest corner of the E/2NE/4 Section 12, Township 5 South, Range 13 East, N.M.P.M.; thence East to the Southeast corner of the NE/4; thence North to the Northeast corner of said NE/4; thence West along the North line of the NE/4, a distance of 1,218 feet; thence from this point in a straight line to the point of beginning.

TOWNSHIP 5 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 3: W/2, NE/4
Section 5: W/2, W/2E/2, SE/4SE/4
Section 6: N/2, E/2SE/4, W/2SW/4, NE/4SW/4
Section 7: S/2NE/4, W/2NW/4, S/2
Section 8: W/2NE/4, S/2NW/4, S/2
Section 9: S/2, NE/4
Section 10: NW/4
Section 17: N/2
Section 18: N/2

Agreement 6:

Landowner:

JACK ALLEN DAVIDSON III and SABRA DAVIDSON, a married couple

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 12, 2018, entered into by and between Jack Allen Davidson III and Sabra Davidson, a married couple, and Davidson Ranch, LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 12, 2018, and filed of record on August 9, 2021, as Document No. 202105801, Book 2021, Page 5801; as amended by that certain First Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated effective May 18, 2022, and filed of record on May 23, 2022, as Document No. 202203331, Book 2022, Page 3331; as amended by that certain Second Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated October 6, 2022, filed of record on October 12, 2022, as Document No. 202206287, in Book 2022, Page 6287; as amended by that certain Third Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated July 26, 2023, filed of record on July 26, 2023, as Document No. 202303756, in Book 2023, Page 3756; all in the official public records of Lincoln County

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 23: SE/4NE/4, E/2SE/4

Section 24: SE/4, S/2SW/4, SW/4NW/4, N/2SW/4

Section 25: ALL

Section 26: E/2, E/2W/2

Section 35: N/2SE/4, SW/4SE/4, S/2NE/4, E/2SW/4, SE/4NW/4

LESS AND EXCEPTING the parcel of land conveyed to MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY by Warranty Deed recorded on January 3, 1991 in Book 1991-1, pages 61 and 62, in the office of the County Clerk of Lincoln County, New Mexico, being described by metes and bounds as follows:

A certain tract of land, lying and being situate within Section 23, Township 1 South, Range 13 East, New Mexico Principal Meridian, Lincoln County, New Mexico, and being more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of said Tract, a set Number 4 rebar with a L.S. Cap #5949, said point being on the North right of way line of Highway 247, from whence a found N.M.S.H.D. rail, being Sta. 207+03.80 bears N 41° 48' 00" W, a distance of 1533.19 feet; Thence from said point of beginning, and leaving said right of way line on a bearing of N 48° 12' 00" E, a distance of 100.00 feet to the Northwest corner of said tract, said point being a set Brass Cap stamped "Corona O.R.S., L.S. 5949"; Thence running on a bearing of S 41° 48' 00" E, a distance of 100.00 feet to the Northeast corner of said tract; Thence running on a bearing of S 48° 12' 00" W, a distance of 99.70 feet to a point on a curve, said point being on the North right of way line of New Mexico Highway 247; Thence running along the arc of said curve and continuing along said right of way line, having a radius of 5,669.73 feet, a delta of 00° 35' 28", an arc length of 58.49 feet and a tangent of 29.25 feet to a point of curvature, said point being a found N.M.S.H.D. rail stamped "P.C. Sta. 222+78.50"; Thence continuing along said right of way line, and leaving said curve on a bearing of N 41° 48' 00" W, a distance of 41.51 feet to the point and place of beginning

TOWNSHIP 2 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: NW/4, N/2NE/4, SW/4NE/4, W/2SE/4, E/2SW/4, NW/4SW/4
Section 11: E/2W/2, W/2E/2, E/2NE/4, SE/4SE/4
Section 12: W/2, W/2NE/4, S/2SE/4, SE/4NE/4, NE/4SE/4
Section 13: NW/4, S/2NE/4
Section 14: NE/4NE/4, S/2N/2, NE/4SE/4

TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 17: S/2SW/4
Section 19: ALL
Section 30: Lots 3 and 4, E/2W/2, E/2

TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 31: Area located South of Highway No. 247, f/k/a Highway No. 42,
LESS AND EXCEPTING, that That certain parcel of land, lying in and being a portion
of Section 31, T1S, R14E, N.M.P.M., Lincoln County, New Mexico, more particularly
described as follows:

Beginning at a point on the Southerly right of way line of N.M. State Highway 42,
at Station 357+47.65, said point of beginning bearing N 67° 07' 54" E, 3961.69
feet from the Southwest corner of said Section 31; thence Southeasterly along said
right of way line along the arc of a curve to the left whose radius is 5804.54 feet,
574.35 feet to the P.T. at Station 363+22.00; thence along said right of way line S

55° 32' 00" E, 290.28 feet; thence S 29° 52' 32" W, 599.42 feet; thence N 70° 52' 08" W, 729.18 feet; thence N 20° 10' 00" E, 844.93 feet to the point of beginning.

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 6: Lots 1, 2, 3 and 4

Agreement 7:

Landowner:

JONES CORONA RANCH, LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 16, 2018, entered into by and between Jones Corona Ranch, LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 16, 2018, and filed of record on March 7, 2022, as Document No. 202201451, Book 2022, Page 1451 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 13: SE/4, S/2SW/4, NW/4SW/4
Section 14: S/2SE/4, E/2SW/4
Section 23: N/2NE/4, SW/4NE/4, SE/4, E/2SW/4, SE/4NW/4, NE/4NW/4
Section 24: W/2, SE/4, S/2NE/4, NE/4NE/4
Section 25: N/2

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 18: Lot 3
Section 19: Lots 1, 2, 3, 4, E/2SW/4, NE/4NW/4
Section 29: S/2
Section 30: E/2SE/4, Lot 3

Agreement 8:

Landowner:

OWEN RANCH, LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, entered into by and between Owen Ranch, LLC, a New Mexico limited liability company (with joinder by Owen and Bell Wind Co., LLC, a New Mexico limited liability company, as wind rights owner), and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, and filed of record on July 19, 2021, as Document No. 202105220, Book 2022, Page 5220 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 14 EAST (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, AND TOWNSHIP 2 SOUTH, RANGE 14 EAST (T2S, R14E), N.M.P.M., Lincoln County, New Mexico

Tract 3, a certain tract of land within one or more of Sections 32, 33, 28, 21, 34, 27, 22, 35 and 26, Township 1 South, Range 14 East (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, and within one or more of Sections 5, 4, 9, 3 and 10, Township 2 South, Range 14 East (T2S, R14E), N.M.P.M., Lincoln County, New Mexico, as shown and created by the Revised Division created by (47-6-2-J-1) and (47-6-2-J-13), filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on February 10, 2016, in Book C-K, Page 7, containing 199.49 acres, more or less, as more particularly described therein

Agreement 9:

Landowner:

MARK SULTEMEIER and BARBARA SULTEMEIER, a married couple

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, entered into by and between Mark Sultemeier and Barbara Sultemeier, a married couple, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, and filed of record on July 7, 2021, as Document No. 202104960, Book 2021, Page 4960 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 25: ALL

TOWNSHIP 2 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 28: ALL

Section 30: ALL

Section 31: ALL

TOWNSHIP 3 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 4: Lots 3 and 4

Section 5: Lot 1

Section 6: Lots 1, 2, 3, 4, 5, SE/4NW/4, S/2NE/4

Section 34: S/2SE/4, W/2NW/4, SW/4 less a square tract of land measuring 2 acres in the SW corner of Section 34

Section 35: S/2

TOWNSHIP 4 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 3: ALL

Agreement 10:

Landowner:

KAREN WACONDA-LEWIS, as Personal Representative of the Estate of JOSEPHONE T. WACONDA, and PATRICIA ABEITA, a widow

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective June 8, 2019, entered into by and between Karen Waconda-Lewis, as Executor of The Estate of Josephine Waconda, Deceased, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective June 8, 2019, and filed of record on October 13, 2021, as Document No. 202107404, Book 2021, Page 7404; as affected by that certain Joinder and Ratification of Amended and Restated Wind Energy Lease and Easement Agreement dated May 18, 2023, filed of record on May 18, 2023, as Document No. 202302442, in Book 2023, Page 2442; all in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 28: S/2, S/2N/2

Section 32: E/2

Section 33: ALL

Section 34: SW/4SW/4

TOWNSHIP 3 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 4: Lots 1, 2, 3, 4, S/2N/2

Section 5: Lots 1, 2, S/2NE/4

Agreement 11:

Landowner:

WASHBURN RANCH LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 7, 2018, entered into by and between Washburn Ranch LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 7, 2018, and filed of record on October 27, 2021, as Document No. 202107772, Book 2021, Page 7772 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 3 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 5: S/2, NW/4, S/2NE/4, NW/4NE/4

Section 6: S/2

Section 8: N/2NE/4

Agreement 12:

Landowner:

WILLIAM HENRY WRYE JR. and JOY K. WRYE, a married couple, as Joint Tenants

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 3, 2019, entered into by and between William Henry Wrye Jr. and Joy K. Wrye, a married couple, as joint tenants, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 3, 2019, and filed of record on October 27, 2021, as Document No. 202107774, Book 2021, Page 7774 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 17: E $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 19: E $\frac{1}{2}$ E $\frac{1}{2}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: ALL

Section 21: E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$

**RECORDING REQUESTED BY AND
AFTER RECORDING, RETURN TO:**

SunZia Wind South LLC
888 Westheimer, Suite 350
Houston, Texas 77006
Attention: Real Estate Legal Department

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment (this “Amendment”) to that certain Lease Agreement dated as of November 9, 2022 (the “Lease Agreement”) (recorded as Document no. 202207250, in Book 2022, Page 7250, in the real property records of the Office of the County Clerk of Lincoln County, New Mexico), is made and entered into between Lincoln County, New Mexico (the “Issuer” or “County”) as lessor, and Sunzia Wind South LLC (formerly known as Mesa Canyons Wind LLC), a Delaware limited liability company authorized to business in the State of New Mexico (the “State”), together with its successors and assigns (the “Company”), as lessee and sublessee with respect to the Project Site (as defined below). The County and the Company are referenced herein, collectively, as the “Parties.”

RECITALS:

A. WHEREAS, the County and the Company entered into the Lease Agreement in connection with the issuance by the County on November 9, 2022 of its Lincoln County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A, in a maximum principal amount not to exceed \$3,600,000,000 the “Bonds”); and

B. WHEREAS, the Bonds were issued under an Indenture dated as of November 9, 2022 (the “Indenture”), among the County, the Company, Sunzia Wind South Investments LLC (formerly known as Mesa Canyons Wind Investments LLC) (the “Purchaser”) and HSBC Bank USA, N.A., as depositary; and

C. WHEREAS, the proceeds of the Bonds are to be used as provided in the Lease Agreement to finance the Project and the Project Property (as those terms are defined in the Lease Agreement); and

D. WHEREAS, the Project is to be located on the Project Site, which is defined in the Lease Agreement as real property located within the County but outside the boundaries of any incorporated municipality upon which the Project is to be located; and

E. WHEREAS, under Section 4.02 of the Lease Agreement, the Project Site as described in Exhibit A to the Lease Agreement may be amended to reflect changes to the property rights held by the Company; and

F. WHEREAS, since the issuance of the Bonds on November 9, 2022, the property rights of the Company have changed and the Company now wishes to amend the description of the Project Site attached as Exhibit A to the Lease Agreement with the amended description of the Project Site attached as Exhibit A to this Amendment; and

G. WHEREAS, in February 2023, The Company changed its name from “Mesa Canyons Wind LLC” to “Sunzia Wind South LLC.” A copy of the Certificate of Amendment

effectuating the Company's name change that was filed with the Delaware Secretary of State on February 9, 2023, is attached hereto as Exhibit B to this Amendment; and

H. WHEREAS, in February 2023, Mesa Canyons Wind Investments LLC, a Delaware limited liability company and the purchaser of the Bonds, changed its name to "Sunzia Wind South Investments LLC." A copy of the Certificate of Amendment effectuating this name change that was filed with the Delaware Secretary of State of February 9, 2023, is attached hereto as Exhibit C to this Amendment; and

I. WHEREAS, the County adopted on September 20, 2022, Ordinance No. 2023-01 (the "Ordinance") authorizing the issuance of the Bonds, the execution and delivery of the Bond Documents (as defined in the Lease Agreement), including the Lease Agreement and Indenture, and authorizing certain officers of the County to approve revisions to the form, terms, and provisions of the Bond Documents, including the Lease Agreement and the Indenture, provided that such revisions are consistent with the Ordinance; and

J. WHEREAS, Section 11.14 of the Lease Agreement provides that, with certain exceptions not pertinent here, the Lease Agreement may be amended only by instrument executed by the Issuer and the Company and consented to by the Purchaser; and

K. WHEREAS, pursuant to Section 11.14 of the Lease Agreement, the Purchaser has agreed to consent to this Amendment; and

L. WHEREAS, the County, having reviewed the amended Project Site description attached as Exhibit A hereto, finds that such amendment to the Project Site description is appropriate for consummation of the transactions contemplated by the Indenture and the Lease Agreement; that amending the name of the Company and the Purchaser to reflect the name changes described above is appropriate; and further finds that this Amendment is not inconsistent with the terms of Ordinance No. 2023-01, adopted by the Board of County Commissioners (the "Board") on September 20, 2022.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties hereby agree as follows:

1. Definitions. Each defined term used in this Amendment, but not defined herein, shall have the meaning ascribed to it in the Lease Agreement, provided that the term "Lease Agreement" shall be defined to include the Lease Agreement as amended by this Amendment. In addition, as of the effective date of this Amendment, the term "Company" shall mean Sunzia Wind South LLC, a Delaware limited liability company, and the term "Purchaser" shall mean Sunzia Wind South Investments LLC, a Delaware limited liability company, wherever such terms are used in the Bond Documents, including the Lease Agreement and the Indenture.

2. Amendment to the Lease Agreement Concerning Project Site. The Company is authorized to amend the description of the Project Site to reflect the description attached hereto as Exhibit A (by replacing the descriptions in Exhibit A to the Lease Agreement). To effectuate the amendment of the description of the Project Site described in this paragraph, the descriptions of the Project Site contained in Exhibit A of the Lease Agreement is hereby deleted and the description of the Project Site attached as Exhibit A to this Amendment is substituted in its place.

3. Effectiveness of Amended Agreement; No Default. The Company hereby affirms that as of the date hereof, the Lease Agreement is in full force and effect, that the Lease Agreement has not been modified or amended (except as provided in this Amendment). The County hereby agrees that, as of the date hereof, regardless of the giving of notice or the passage of time, or both, there is no occurrence or continuance of a Default or an Event of Default on the part of the Company under the Lease Agreement as amended hereby. The Company hereby reaffirms the representations, covenants, and warranties made in the Lease Agreement as of the date of this Amendment.

4. Lease Agreement in Full Force and Effect. Except as expressly amended and modified by this Amendment, the Lease Agreement shall otherwise remain in full force and effect as to the obligations and rights of the Parties during the Term, and the Parties hereby ratify and confirm the same. This Amendment, together with the Lease Agreement, is the complete understanding between the Parties and supersedes all other prior agreements and representations concerning its subject matter. To the extent of any inconsistency between the terms of the Lease Agreement and the terms of this Amendment, the terms of this Amendment shall control.

5. Execution and Delivery. The County will execute and deliver this Amendment as of the date set forth below. The Board hereby authorizes the Board Chair, Vice Chair or County Manager, each of which are individually authorized, and the County Clerk or Deputy County Clerk are hereby authorized to attest and deliver this Amendment.

6. Purchaser's Consent. The Purchaser hereby consents to the Parties entering into this Amendment.

7. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission, by electronic mail in "pdf" form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

8. Governing Law. This Amendment shall be governed by the laws of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico without regard or effect given to conflict of laws rules that would require the application of the laws of any other jurisdiction.

9. Miscellaneous. This Amendment may be modified only by a further writing that is duly executed by both Parties and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and legal representatives. If any provision of this Amendment shall be held invalid or unenforceable according to law, the remaining provisions herein shall not be affected thereby and shall continue in full force and effect.

[Signature pages follow]

DATED AS OF OCTOBER 17, 2023.

ATTEST:

LINCOLN COUNTY, NEW MEXICO

Shannan Hemphill, County Clerk

By:_____

Todd Proctor, Chair

Board of County Commissioners

(SEAL)

)

)

)

Notary Public

My commission expires: _____

SUNZIA WIND SOUTH LLC, a Delaware limited liability company (f/k/a Mesa Canyons Wind LLC)

By: _____

Name: Blake Rasmussen

Title: Authorized Signatory

STATE OF TEXAS)

) ss.

COUNTY OF HARRIS)

This instrument was acknowledged before me on October ____ 2023, by Blake Rasmussen as Authorized Signatory of Sunzia Wind South LLC, a Delaware limited liability company (f/k/a Mesa Canyons Wind LLC).

Notary Public

My commission expires:_____

SUNZIA WIND SOUTH INVESTMENTS LLC, a
Delaware limited liability company (f/k/a Mesa Canyons
Wind Investments LLC)

By: _____

Name: Blake Rasmussen

Title: Vice President

STATE OF TEXAS)

) ss.

COUNTY OF HARRIS)

This instrument was acknowledged before me on October ____ 2023, by Blake Rasmussen as Vice President of Sunzia Wind South Investments LLC, a Delaware limited liability company (f/k/a Mesa Canyons Wind Investments LLC).

Notary Public

My commission expires: _____

EXHIBIT A

PROJECT SITE

**AMENDED PROJECT SITE LEASES
AND REAL PROPERTY COVERED BY PROJECT SITE LEASES**

Lincoln County, New Mexico

[Legal Description follows]

Agreement 1:

Landowner:

ROELIFF F. ANNON, a married person dealing in his sole and separate property

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 16, 2018, entered into by and between Roeliff F. Annon, a married person dealing in his sole and separate property (with joinder by Jill Felice, his spouse), and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 18, 2018, and filed of record on July 12, 2021, as Document No. 202105075, Book 2021, Page 5075 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 32: All of the area or portion lying South of Highway 427

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 4: All of the area or portion lying South of Highway 427

Section 5: All of the area or portion lying South of Highway 427

Section 6: S/2 & S/2N/2

Section 7: ALL

Section 8: ALL

Section 9: NE/4NE/4 & W/2 & W/2E/2, which lies South of Highway 427

Section 18: NW/4NE/4 & N/2NW/4 & SW/4NW/4

Agreement 2:

Landowner:

BAGLEY FAMILY LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 13, 2019, entered into by and between Bagley Family LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 13, 2019, and filed of record on August 25, 2021, as Document No. 202106170, Book 2021, Page 6170; as partially terminated by that certain Notice of Partial Termination of Land Lease and Wind Easement Agreement dated September 11, 2023, filed of record on September 11, 2023, as Document No. 202304668, in Book 2023, Page 4668; all in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 8: A part of the Northeast Quarter (NE/4) described as follows:

A piece of land located South and East of Highway 54, commencing at the Southeast corner of said Northeast Quarter (NE/4) of Section 8; Thence West 11.51 chains to County road; Thence 22.5 chains in a Northeasterly direction along the County road; Thence South 30.5 chains to the point of beginning.

AND

A part of the Southeast Quarter (SE/4) described as follows:

Beginning at the Southeast corner of Section 8; Thence North along the East line of said Section 8, ½ mile to the Northeast corner of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 8; Thence West along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 8, 817 ft. to the East line of the Southern Pacific Railroad right of way; Thence Southward along the East line of the Southern Pacific Railroad right of way to the South line of said Section 8; Thence East 1790 ft. to the point of beginning.

Excepting the following described tract which was conveyed to Benjamin H. Roberts by Roy McGuffin and Wife Eunice McGuffin, on August 1, 1942, being referenced in the Warranty Deed recorded May 28, 1945 in Deed Book A-23, page 574, and in the Warranty Deed recorded November 10, 1965 in Deed Book 55, page 280, both in the office of the County Clerk of Lincoln County, New Mexico: Beginning at the East line of the Southern Pacific right of way on the South line of Section 8, Township 1 South, Range 13 East; thence North 2180 feet along the East line of said right of way; thence Southeast along fence on East side of road to a point 343 feet East of the East line of said right of way; thence South to the South line of Section 8; thence West to a point of beginning. The excepted parcel being further shown as Tracts A and B by the Exemption Plat for the lands of James Robert Smith and Kimberlee Ann Smith filed April 18, 2012 in Book C-J, page 723, in the office of the County Clerk of Lincoln County, New Mexico.

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 9: The West half (W/2),

Excepting one acre in the Northeast corner of the Southeast Quarter of the Northwest Quarter (SE/4 NW/4);

Excepting two acres located in the Northeast corner of the Southeast Quarter of the Northwest Quarter for a cemetery, as reserved in that certain Warranty Deed from Mrs. Joseph A. Simpson, a widow, also known as Mrs. Mary I. Simpson, to Roy A. McGuffin, recorded February 10, 1944 in Deed Book A-23, page 187, in the office of the County Clerk of Lincoln County, New Mexico;

Excepting the following tract conveyed to the State Highway Commission of New Mexico by Warranty Deed recorded June 15, 1954 in Deed Book 36, page 46, in the office of the County Clerk of Lincoln County, New Mexico: A certain tract or parcel of land within the NE/4NW/4NW/4 of Section 9, Township 1 South, Range 13 East, N.M.P.M., being more particularly described as follows, to wit: Beginning at a point which is the corner common to Sections 4, 5, 8 and 9, in T. 1 S., R. 13 E., N.M.P.M.; thence Easterly along the section line common to Sections 4 and 9, a distance of 782.6 feet to the true point and place of beginning; thence South a distance of 417.4 feet; thence East a distance of 417.4 feet; thence North a distance of 417.4 feet; thence West a distance of 417.4 feet to the true point and place of beginning. Containing 4 acres, more or less;

Excepting the following tract conveyed to THE VILLAGE OF CORONA by Warranty Deed recorded April 3, 1986 in Deed Book 115, page 307, in the office of the County Clerk of Lincoln County, New Mexico: That certain parcel of land lying in and being a portion of Section 9, Township 1 South, Range 13 East, N.M.P.M., Lincoln County, New Mexico, more particularly described as follows:

Beginning at a point that lies South 00° 31' 05" West, 1134.14 feet from the North $\frac{1}{4}$ corner of said Section 9; thence South 00° 30' 05" West, 822.58 feet; Thence South 89° 42' 49" West, 582.81 feet; Thence North 00° 30' 05" East, 800.00 feet; Thence North 87° 28' 48" East, 583.55 feet to the point of beginning, containing 10.85 acres, more or less. Together with an easement for ingress and egress over the existing roadway to New Mexico State Highway #42.

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

- Section 17: All that part lying South and East of the railroad right of way.
Section 18: All that part of the Southeast Quarter (SE/4) lying South and East of the railroad right of way.
Section 19: The East half of the East half (E/2 E/2)
Section 20: All
Section 21: The West half of the Northwest Quarter (W/2 NW/4)
Section 28: The East half (E/2) and the East half of the West half (E/2 W/2) and the Northwest Quarter of the Northwest Quarter (NW/4 NW/4)
Section 29: All
Section 30: The South half (S/2) and the East half of the Northeast Quarter (E/2 NE/4)

Agreement 3:

Landowner:

BELL CATTLE COMPANY, LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, entered into by and between Bell Cattle Company, LLC, a New Mexico limited liability company (with joinder by Owen and Bell Wind Co., LLC, a New Mexico limited liability company, as wind rights owner), and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, and filed of record on July 19, 2021, as Document No. 202105219, Book 2021, Page 5219 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 14 EAST (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, AND TOWNSHIP 2 SOUTH, RANGE 14 EAST (T2S, R14E), N.M.P.M., Lincoln County, New Mexico

Tract 1, a certain tract of land within one or more of Sections 32, 33, 28, 21, 34, 27, 22, 35 and 26, Township 1 South, Range 14 East (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, and within one or more of Sections 5, 4, 9, 3 and 10, Township 2 South, Range 14 East (T2S, R14E), N.M.P.M., Lincoln County, New Mexico, as shown and created by the Revised Division created by (47-6-2-J-1) and (47-6-2-J-13), filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on February 10, 2016, in Book C-K, Page 7, containing 5,277.93 acres, more or less, as more particularly described therein

Agreement 4:

Landowner:

BONITA CANYON RANCH LIMITED PARTNERSHIP, a New Mexico limited partnership

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective November 30, 2018, entered into by and between Bonita Canyon Ranch Limited Partnership, a New Mexico limited partnership, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective November 30, 2018, and filed of record on May 25, 2021, as Document No. 202103798, Book 2021, Page 3798 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 13 EAST (T2S, R13E), N.M.P.M., Lincoln County, New Mexico

Section 8: All that portion of the SW/4, more particularly described as follows: Beginning at the Southwest corner of said Section 8, and running thence North along the section line, a distance of 1,428 feet; Thence South 76° 44' East, a distance of 154 feet; Thence South 31° 49' East, a distance of 960 feet; Thence South 67° 29' East (passing through the center of a well and windmill at 65 feet), a distance of 1,542 feet to the South line of said Section 8; Thence North 89° 58' West, along the section line, a distance of 2,064 feet to the Point of Beginning.

Section 9: S/2N/2; S/2

Section 14: W/2SW/4

Section 15: ALL

Section 16: ALL

Section 17: ALL

Section 20: ALL

Section 21: ALL

Section 22: ALL

Section 23: W/2W/2

Section 25: S/2SE/4; SW/4

Section 26: NW/4; S/2NE/4; S/2

Section 27: ALL

Section 28: ALL

Section 33: E/2; E/2W/2

Section 34: ALL
Section 35: ALL
Section 36: ALL

TOWNSHIP 2 SOUTH, RANGE 14 EAST (T2S, R14E), N.M.P.M., Lincoln County, New Mexico

Section 30: Lot 4; SE/4SW/4
Section 31: ALL
Section 32: W/2

TOWNSHIP 3 SOUTH, RANGE 13 EAST (T3S, R13E), N.M.P.M., Lincoln County, New Mexico

Section 1: ALL
Section 2: ALL
Section 3: ALL
Section 11: ALL
Section 12: ALL
Section 13: ALL
Section 14: ALL

TOWNSHIP 3 SOUTH, RANGE 14 EAST (T3S, R14E), N.M.P.M., Lincoln County, New Mexico

Section 4: S/2
Section 5: Lots 3 and 4; S/2NW/4; S/2
Section 6: ALL
Section 7: ALL
Section 8: ALL
Section 9: ALL
Section 10: ALL
Section 11: ALL
Section 12: ALL
Section 13: ALL
Section 14: ALL
Section 15: ALL
Section 16: ALL
Section 17: ALL
Section 18: ALL

TOWNSHIP 3 SOUTH, RANGE 15 EAST (T3S, R15E), N.M.P.M., Lincoln County, New Mexico

Section 7: ALL

Section 8: W/2; S/2NE/4; SE/4

Section 17: ALL

Section 18: ALL

Section 20: N/2; SE/4

Section 29: NE/4; SE/4NW/4

Agreement 5:

Landowner:

D2 RANCH, LLC, a limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, entered into by and between D2, Ranch, LLC, New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, and filed of record on April 5, 2022, as Document No. 202202275, Book 2022, Page 2275; as amended by that certain First Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated October 9, 2023, filed of record on October 10, 2023, as Document No. 202305328, in Book 2023, Page 5328; all in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 12 EAST, N.M.P.M., Lincoln County, New Mexico

Section 25: NW/4SW/4

TOWNSHIP 3 SOUTH, RANGE 12 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: S/2SW/4, SW/4SE/4

Section 2: Lots 1 and 2, S/2NE/4

Section 12: ALL

Section 13: Lots 1, 2, 3, 4, 5 and 6, NE/4NE/4, N/2SW/4

Section 23: ALL, Less that part lying West of the railroad R/W

Section 25: S/2NE/4, S/2NW/4, W/2SE4, SW/4

Section 26: N/2N/2, SE/4NE/4, E/2SE/4

Section 35: NE/4SE/4

TOWNSHIP 3 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 6: Lot 1, SE/4NE/4, SW/4SE/4

Section 7: N/2NE/4

Section 8: N/2SE/4, NE/4SW/4

Section 20: NW4NE/4, N/2NW/4, S/2

Section 21: S/2

Section 22: S/2

Section 23: W/2NE/4, SW/4NW/4, S/2

Section 24: ALL
 Section 26: E/2, E/2W/2, W/2NW/4, NW/4SW/4
 Section 27: E/2E/2, W/2SE/4, SW/4NE/4, W/2
 Section 28: ALL
 Section 29: E/2NE/4, SW/4NE/4, N/2SE/4, NW/4NW/4, S/2NW/4, SW/4
 Section 30: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, SE/4NE/4, SE/4
 Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
 Section 33: ALL
 Section 34: W/2NE/4, SE/4NE/4, SE/4, W/2
 Section 35: ALL

TOWNSHIP 3 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 23: E/2, N/2NW/4
 Section 24: N/2, N/2S/2
 Section 25: S/2S/2
 Section 26: NE/4, SW/4SE/4
 Section 30: E/2
 Section 31: E/2
 Section 33: S/2S/2, NE/4SE/4, SE/4NE/4
 Section 34: NE/4NE/4, S/2N/2
 Section 35: ALL

TOWNSHIP 3 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 19: Lots 1, 2, 3, 4, E/2W/2, W/2E/2, E/2SE/4, NE/4NE/4
 Section 20: S/2SW/4
 Section 28: S/2SE/4, SE/4SW/4
 Section 29: W/2W/2, NE/4NW/4
 Section 30: E/2E/2, SW/4SE/4
 Section 31: NE/4NE/4
 Section 33: E/2, E/2W/2, SW/4NW/4

TOWNSHIP 4 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2NE/4, SE/4
 Section 3: Lots 1, 2, 3, 4, S/2N/2
 Section 4: Lots 1, 2, 3, 4, S/2N/2
 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
 Section 12: W/2E/2, S/2SW/4
 Section 13: SW/4
 Section 14: S/2
 Section 23: SE/4, S/2NE/4, NE/4NE/4

Section 24: E/2NW/4
Section 25: ALL
Section 26: N/2, N/2S/2, SW/4SW/4
Section 35: ALL

TOWNSHIP 4 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2N/2, SE/4
Section 3: E/2SW/4
Section 4: Lots 3 and 4, S/2NW/4, SW/4, W/2SE/4
Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4
Section 7: Lots 1, 2, 3, 4, E/2W/2, NE/4, SW/4SE/4
Section 8: N/2NE/4, SE/4NE/4, NW/4, S/2
Section 9: ALL
Section 10: S/2, S/2N/2, N/2NW/4
Section 11: SE/4, SE/4NE/4
Section 12: E/2, W/2SW/4, SE/4SW/4
Section 13: N/2N/2
Section 14: N/2NE/4, NE/4NW/4, S/2NW/4, SW/4
Section 15: SW/4, S/2SE/4, SE/4NW/4
Section 17: NE/4, NE/4NW/4
Section 18: Lots 1, 2, 3, 4, E/2W/2, W/2NE/4, SE/4NE/4
Section 19: Lots 1, 2, 3, 4, E/2W/2
Section 21: E/2, E/2W/2
Section 22: N/2N/2, SW/4NE/4, SW/4, W/2SE/4
Section 23: N/2NW/4
Section 27: W/2E/2, NW/4NW/4, E/2SW/4
Section 28: N/2NE/4, NE/4NW/4
Section 30: Lots 1, 2, 3, 4, E/2W/2
Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
Section 34: W/2E/2

TOWNSHIP 5 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 12: A tract of land described as follows:
Beginning at the Southwest corner of the E/2NE/4 Section 12, Township 5 South, Range 13 East, N.M.P.M.; thence East to the Southeast corner of the NE/4; thence North to the Northeast corner of said NE/4; thence West along the North line of the NE/4, a distance of 1,218 feet; thence from this point in a straight line to the point of beginning.

TOWNSHIP 5 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 3: W/2, NE/4
Section 5: W/2, W/2E/2, SE/4SE/4
Section 6: N/2, E/2SE/4, W/2SW/4, NE/4SW/4
Section 7: S/2NE/4, W/2NW/4, S/2
Section 8: W/2NE/4, S/2NW/4, S/2
Section 9: S/2, NE/4
Section 10: NW/4
Section 17: N/2
Section 18: N/2

Agreement 6:

Landowner:

JACK ALLEN DAVIDSON III and SABRA DAVIDSON, a married couple

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 12, 2018, entered into by and between Jack Allen Davidson III and Sabra Davidson, a married couple, and Davidson Ranch, LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 12, 2018, and filed of record on August 9, 2021, as Document No. 202105801, Book 2021, Page 5801; as amended by that certain First Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated effective May 18, 2022, and filed of record on May 23, 2022, as Document No. 202203331, Book 2022, Page 3331; as amended by that certain Second Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated October 6, 2022, filed of record on October 12, 2022, as Document No. 202206287, in Book 2022, Page 6287; as amended by that certain Third Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated July 26, 2023, filed of record on July 26, 2023, as Document No. 202303756, in Book 2023, Page 3756; all in the official public records of Lincoln County

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 23: SE/4NE/4, E/2SE/4

Section 24: SE/4, S/2SW/4, SW/4NW/4, N/2SW/4

Section 25: ALL

Section 26: E/2, E/2W/2

Section 35: N/2SE/4, SW/4SE/4, S/2NE/4, E/2SW/4, SE/4NW/4

LESS AND EXCEPTING the parcel of land conveyed to MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY by Warranty Deed recorded on January 3, 1991 in Book 1991-1, pages 61 and 62, in the office of the County Clerk of Lincoln County, New Mexico, being described by metes and bounds as follows:

A certain tract of land, lying and being situate within Section 23, Township 1 South, Range 13 East, New Mexico Principal Meridian, Lincoln County, New Mexico, and being more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of said Tract, a set Number 4 rebar with a L.S. Cap #5949, said point being on the North right of way line of Highway 247, from whence a found N.M.S.H.D. rail, being Sta. 207+03.80 bears N 41° 48' 00" W, a distance of 1533.19 feet; Thence from said point of beginning, and leaving said right of way line on a bearing of N 48° 12' 00" E, a distance of 100.00 feet to the Northwest corner of said tract, said point being a set Brass Cap stamped "Corona O.R.S., L.S. 5949"; Thence running on a bearing of S 41° 48' 00" E, a distance of 100.00 feet to the Northeast corner of said tract; Thence running on a bearing of S 48° 12' 00" W, a distance of 99.70 feet to a point on a curve, said point being on the North right of way line of New Mexico Highway 247; Thence running along the arc of said curve and continuing along said right of way line, having a radius of 5,669.73 feet, a delta of 00° 35' 28", an arc length of 58.49 feet and a tangent of 29.25 feet to a point of curvature, said point being a found N.M.S.H.D. rail stamped "P.C. Sta. 222+78.50"; Thence continuing along said right of way line, and leaving said curve on a bearing of N 41° 48' 00" W, a distance of 41.51 feet to the point and place of beginning

TOWNSHIP 2 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: NW/4, N/2NE/4, SW/4NE/4, W/2SE/4, E/2SW/4, NW/4SW/4
Section 11: E/2W/2, W/2E/2, E/2NE/4, SE/4SE/4
Section 12: W/2, W/2NE/4, S/2SE/4, SE/4NE/4, NE/4SE/4
Section 13: NW/4, S/2NE/4
Section 14: NE/4NE/4, S/2N/2, NE/4SE/4

TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 17: S/2SW/4
Section 19: ALL
Section 30: Lots 3 and 4, E/2W/2, E/2

TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 31: Area located South of Highway No. 247, f/k/a Highway No. 42,
LESS AND EXCEPTING, that That certain parcel of land, lying in and being a portion of Section 31, T1S, R14E, N.M.P.M., Lincoln County, New Mexico, more particularly described as follows:

Beginning at a point on the Southerly right of way line of N.M. State Highway 42, at Station 357+47.65, said point of beginning bearing N 67° 07' 54" E, 3961.69 feet from the Southwest corner of said Section 31; thence Southeasterly along said right of way line along the arc of a curve to the left whose radius is 5804.54 feet, 574.35 feet to the P.T. at Station 363+22.00; thence along said right of way line S

55° 32' 00" E, 290.28 feet; thence S 29° 52' 32" W, 599.42 feet; thence N 70° 52' 08" W, 729.18 feet; thence N 20° 10' 00" E, 844.93 feet to the point of beginning.

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 6: Lots 1, 2, 3 and 4

Agreement 7:

Landowner:

JONES CORONA RANCH, LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 16, 2018, entered into by and between Jones Corona Ranch, LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 16, 2018, and filed of record on March 7, 2022, as Document No. 202201451, Book 2022, Page 1451 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 13: SE/4, S/2SW/4, NW/4SW/4
Section 14: S/2SE/4, E/2SW/4
Section 23: N/2NE/4, SW/4NE/4, SE/4, E/2SW/4, SE/4NW/4, NE/4NW/4
Section 24: W/2, SE/4, S/2NE/4, NE/4NE/4
Section 25: N/2

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 18: Lot 3
Section 19: Lots 1, 2, 3, 4, E/2SW/4, NE/4NW/4
Section 29: S/2
Section 30: E/2SE/4, Lot 3

Agreement 8:

Landowner:

OWEN RANCH, LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, entered into by and between Owen Ranch, LLC, a New Mexico limited liability company (with joinder by Owen and Bell Wind Co., LLC, a New Mexico limited liability company, as wind rights owner), and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, and filed of record on July 19, 2021, as Document No. 202105220, Book 2022, Page 5220 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 14 EAST (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, AND TOWNSHIP 2 SOUTH, RANGE 14 EAST (T2S, R14E), N.M.P.M., Lincoln County, New Mexico

Tract 3, a certain tract of land within one or more of Sections 32, 33, 28, 21, 34, 27, 22, 35 and 26, Township 1 South, Range 14 East (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, and within one or more of Sections 5, 4, 9, 3 and 10, Township 2 South, Range 14 East (T2S, R14E), N.M.P.M., Lincoln County, New Mexico, as shown and created by the Revised Division created by (47-6-2-J-1) and (47-6-2-J-13), filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on February 10, 2016, in Book C-K, Page 7, containing 199.49 acres, more or less, as more particularly described therein

Agreement 9:

Landowner:

MARK SULTEMEIER and BARBARA SULTEMEIER, a married couple

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, entered into by and between Mark Sultemeier and Barbara Sultemeier, a married couple, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, and filed of record on July 7, 2021, as Document No. 202104960, Book 2021, Page 4960 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 25: ALL

TOWNSHIP 2 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 28: ALL

Section 30: ALL

Section 31: ALL

TOWNSHIP 3 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 4: Lots 3 and 4

Section 5: Lot 1

Section 6: Lots 1, 2, 3, 4, 5, SE/4NW/4, S/2NE/4

Section 34: S/2SE/4, W/2NW/4, SW/4 less a square tract of land measuring 2 acres in the SW corner of Section 34

Section 35: S/2

TOWNSHIP 4 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 3: ALL

Agreement 10:

Landowner:

KAREN WACONDA-LEWIS, as Personal Representative of the Estate of JOSEPHONE T. WACONDA, and PATRICIA ABEITA, a widow

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective June 8, 2019, entered into by and between Karen Waconda-Lewis, as Executor of The Estate of Josephine Waconda, Deceased, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective June 8, 2019, and filed of record on October 13, 2021, as Document No. 202107404, Book 2021, Page 7404; as affected by that certain Joinder and Ratification of Amended and Restated Wind Energy Lease and Easement Agreement dated May 18, 2023, filed of record on May 18, 2023, as Document No. 202302442, in Book 2023, Page 2442; all in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 28: S/2, S/2N/2

Section 32: E/2

Section 33: ALL

Section 34: SW/4SW/4

TOWNSHIP 3 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 4: Lots 1, 2, 3, 4, S/2N/2

Section 5: Lots 1, 2, S/2NE/4

Agreement 11:

Landowner:

WASHBURN RANCH LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 7, 2018, entered into by and between Washburn Ranch LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 7, 2018, and filed of record on October 27, 2021, as Document No. 202107772, Book 2021, Page 7772 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 3 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 5: S/2, NW/4, S/2NE/4, NW/4NE/4

Section 6: S/2

Section 8: N/2NE/4

Agreement 12:

Landowner:

WILLIAM HENRY WRYE JR. and JOY K. WRYE, a married couple, as Joint Tenants

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 3, 2019, entered into by and between William Henry Wrye Jr. and Joy K. Wrye, a married couple, as joint tenants, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 3, 2019, and filed of record on October 27, 2021, as Document No. 202107774, Book 2021, Page 7774 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 17: E $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 19: E $\frac{1}{2}$ E $\frac{1}{2}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: ALL

Section 21: E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$

EXHIBIT B

CERTIFICATE OF AMENDMENT
EFFECTUATING NAME CHANGE OF COMPANY

(See Attached)

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "MESA CANYONS WIND INVESTMENTS LLC", CHANGING ITS NAME FROM "MESA CANYONS WIND INVESTMENTS LLC" TO "SUNZIA WIND SOUTH INVESTMENTS LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF FEBRUARY, A.D. 2023, AT 3:15 O`CLOCK P.M.



Jeffrey W. Bullock, Secretary of State

7987903 8100
SR# 20230449862

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202685722
Date: 02-10-23

STATE OF DELAWARE CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: _____
Mesa Canyons Wind Investments LLC

2. The Certificate of Formation of the limited liability company is hereby amended
as follows:

1. The name of the limited liability company is SunZia Wind South Investments LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 3rd day of February, A.D. 2023.

By: /s/ Solape O. Delano

Authorized Person(s)

Name: Solape O. Delano

Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:15 PM 02/09/2023
FILED 03:15 PM 02/09/2023
SR 20230449862 - File Number 7987903

EXHIBIT C

CERTIFICATE OF AMENDMENT
EFFECTUATING NAME CHANGE OF PURCHASER

(See Attached

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF AMENDMENT OF "MESA CANYONS WIND
LLC", CHANGING ITS NAME FROM "MESA CANYONS WIND LLC" TO "SUNZIA
WIND SOUTH LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF
FEBRUARY, A.D. 2023, AT 3:10 O`CLOCK P.M.*

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

6156725 8100
SR# 20230449860

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202685709
Date: 02-10-23

STATE OF DELAWARE CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Mesa Canyons Wind LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

1. The name of the limited liability company is SunZia Wind South LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 3rd day of February, A.D. 2023.

By: /s/ Solape O. Delano
Authorized Person(s)

Name: Solape O. Delano
Print or Type



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 27

SUBJECT:

Consideration and Approval to Submit a Letter in Support of the New Mexico Department of Transportation (NMDOT) Speed Control in Lincoln, NM

Tuesday, October 17, 2023

LINCOLN COUNTY COMMISSION

RESOLUTION No. 2017-3

**Support of NM Department of Transportation to Select, Design and Implement
Speed Control Devices on US-380 through the State Historic Site of Lincoln, NM:
Ensuring the Safety of Travelers and Pedestrians**

WHEREAS, *Lincoln* is a small, rural unincorporated community in the County of Lincoln which boasts a population of about 50 people; down from its 1888 population of 800. Lincoln Historic Site, a National Historical Landmark, preserves numerous historical buildings much as they were during one of the most violent periods of New Mexico history, drawing visitors and pedestrians throughout the year; and

WHEREAS, during the period 1878 – 1881, Lincoln was at the center of the Lincoln County War, and is the historic home of Billy the Kid. To preserve its rich history, the community holds an annual pageant, “Last Escape of Billy the Kid”, drawing thousands of visitors and pedestrians; and


WHEREAS, the historic site of Lincoln is visited by 40,000 people annually, with projections of a 10% increase within the year. The number of visitors results in substantially increased vehicle and pedestrian traffic on U.S. Route 380 through Lincoln; and

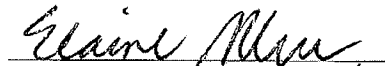
WHEREAS, the New Mexico Department of Transportation has worked cooperatively with Lincoln residents and businesses to identify processes to ensure the safety of travelers and pedestrians visiting Lincoln, including the potential selection, design and implementation of speed control devices and the renovation of sidewalks for pedestrian use.

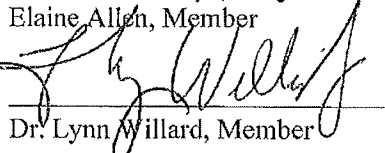
NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Lincoln County, is grateful for, and supports the New Mexico Department of Transportation in its determination of the proper speed control devices to design and implement, and the design and implementation of sidewalks for pedestrian use.


PASSED, APPROVED AND ADOPTED this 15th day of August, 2017.

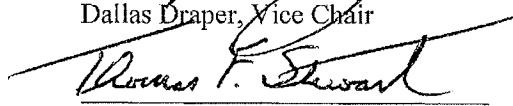
Board of Commissioners, Lincoln County, State of New Mexico


Preston Stone, Chair


Elaine Allen, Member

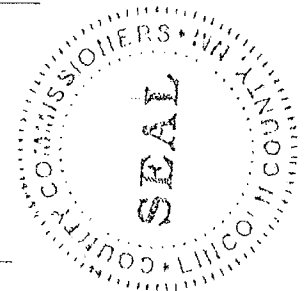

Dr. Lynn Willard, Member


Dallas Draper, Vice Chair


Tom Stewart, Member

ATTEST:


Rhonda Burrows





County of Lincoln

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

www.lincolncountynm.gov

October 17, 2023

Francisco Sanchez, P.E.
New Mexico Department of Transportation
District 2 Office
P.O. Box 1457
Roswell, New Mexico 88202

*Via U.S.P.S. Regular Mail
and E-Mail Transmission
Francisco.Sanchez@state.nm.us*

RE: Lincoln County Board of Commissioners Declaration of Continued Support of Lincoln County Resolution 2017-3 titled: Support of the New Mexico Department of Transportation to Select, Design and Implement Speed Control Devices on US-380 through the State Historic Site of Lincoln, NM; Ensuring the Safety of Travelers and Pedestrians

Dear Mr. Sanchez:

This correspondence is written with the approval of the Board of Lincoln County Commissioners at its October 17, 2023 regularly scheduled Commission Meeting. As you are aware, Lincoln County is a large County inclusive of a number of diverse communities. As the duly elected Board of Lincoln County Commissioners, we are mindful of the needs presented by constituents who reside in various municipalities and unincorporated areas throughout Lincoln County, New Mexico.

The Town of Lincoln, New Mexico was declared a National Historic Landmark in 1960, and added to the National Register of Historic Places in 1966, and contains more than 45 structures, some privately held, located 12 miles east of Capitan, NM on U.S. Route 380. According to the New Mexico Historic Sites website, Historic Lincoln is "...the most widely visited Monument in New Mexico." It has come to our attention that members of the Lincoln Historic Preservation Board continue to be concerned about current traffic on U.S. Route 380 in terms of excess speed and careless driving. The sitting Board of County Commissioners in office during 2017 approved of Resolution 2017-3 declaring its "Support of the New Mexico Department of Transportation to Select, Design and Implement Speed Control Devices on US-380 through the State Historic Site of Lincoln, NM, Ensuring the Safety of Travelers and Pedestrians". A copy of Resolution 2017-3 is attached to this correspondence as Exhibit "A".

As the current Board of County Commissioners, we are knowledgeable and are concerned with traffic control matters in Lincoln, New Mexico and would like to continue to offer our support of Lincoln County Resolution 2017-3. We encourage the NM DOT to install and continue to monitor proper speed control devices in Lincoln, NM to provide greater safety for the residents, visitors and pedestrians in Lincoln, New Mexico.

Should you have any questions regarding this matter, please do not hesitate to contact me or any other member of the Lincoln County Board of Commissioners.

Sincerely,

Todd F. Proctor, Chairman
Board of Lincoln County Commissioners



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 28

SUBJECT:

Review, Discussion and Direction Regarding the Management Agreement for the Lincoln County Fairgrounds Between the County of Lincoln and the Lincoln County Fair Association

Tuesday, October 17, 2023

**AMENDED
MANAGEMENT AGREEMENT
LINCOLN COUNTY FAIRGROUNDS**

WHEREAS, the **BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, NEW MEXICO**, hereinafter referred to as the "Board," has determined that it is in the best interests of the **COUNTY OF LINCOLN**, hereinafter referred to as the "County," and the residents thereof that complete management responsibility for the Lincoln County Fairgrounds located in Capitan, New Mexico, including all land, buildings, and equipment associated therewith and appurtenant thereto, which are more particularly described as follows:

A tract of land in the E½ SE¼, Section 9, and the W½ W½, Section 10, Township 9 South, Range 14 East, NMPM being the North half of Block 57; all of Block 58; Lots 2, 3, 4, 5, and 6, Block 59; Lots 15, 16, 17, 18, 19, and 20, Block 65; and Lots 1, 2, 3, 4, 5, and 6, Block 66, and Lots 2 through 6 of the Fletcher Hall Addition; all in the Original Townsite of Capitan, Lincoln County, New Mexico, as shown on the plat thereof filed in the Office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico; and

Lots 1, 2, 3, 4, 5, and 6, Block 65, VILLAGE OF CAPITAN, Lincoln County, New Mexico, as shown by the plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, November 11, 1948;

and hereinafter referred to as the "Fairgrounds," should be delegated to the **LINCOLN COUNTY FAIR ASSOCIATION**, a New Mexico non-profit corporation, hereinafter referred to as the "Fair Association"; and

WHEREAS, the Fair Association desires to assume complete management responsibility for the Fairgrounds to promote the highest and best use thereof consistent with the nature of the facility and the needs of the citizenry of the County of Lincoln; and

WHEREAS, the Board and the Fair Association previously entered into a Management Agreement executed on August 20, 2019; and

WHEREAS, the Board and the Fair Association desire to amend the Management Agreement executed on August 20, 2019.

NOW, THEREFORE, the Board and the Fair Association do hereby mutually agree as follows:

1. **Management of the Fairgrounds.** The Board hereby declares that the Fair Association shall provide management of that certain real estate known as the Lincoln County Fairgrounds located in Capitan, New Mexico, including all land, buildings, and equipment associated therewith and appurtenant thereto, which is more particularly described as follows:

A tract of land in the E½ SE¼, Section 9, and the W½ W½, Section 10, Township 9 South, Range 14 East, NMPM being the North half of Block 57; all of Block 58; Lots 2, 3, 4, 5, and 6, Block 59; Lots 15, 16, 17, 18, 19, and 20, Block 65; and Lots 1, 2, 3, 4, 5, and 6, Block 66, and Lots 2 through 6 of the Fletcher Hall Addition; all in the Original Townsite of Capitan, Lincoln County, New Mexico, as shown on the plat thereof filed in the Office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico; and

Lots 1, 2, 3, 4, 5, and 6, Block 65, VILLAGE OF CAPITAN, Lincoln County, New Mexico, as shown by the plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, November 11, 1948;

to be used as a fairgrounds and for those activities usually associated with a fairgrounds.

2. **Term.** The term of this Management Agreement shall begin on the 1st day of July, 2020, and shall terminate on the 30th day of June, 2024.

3. **Condition of Fairgrounds.** The Fair Association hereby acknowledges receipt of the Fairgrounds in good order and condition.

4. **Insurance.** The Fair Association shall, at its expense, maintain in force during the term of this Management Agreement, a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$1,000,000.00 insuring the County and the Fair Association against all liability arising out of the use, occupancy, or maintenance of the Premises and appurtenant areas. A certificate of insurance will be provided to the County. The County shall maintain adequate fire and property damage insurance coverage on the buildings and appurtenances under this Management Agreement. County agrees to reimburse the Fair Association in an amount up to Three Thousand, Four Hundred Forty-Six Dollars and No/100 (\$3,446.00) annually for the general liability premium charge incurred by the Fair Association. The Fair Association hereby agrees to insure that Special Events insurance coverage is provided when required in accordance with the New Mexico Association of Counties' policies and procedures. Such policies shall provide for at least ten (10) days prior notice to County and the Fair Association of cancellation. At least ten (10) days before any such policy expires, the Fair Association or its designee shall supply the County with a substitute therefore, together with evidence that the premiums therefore were paid. If the Fair Association fails to do so, County may procure such policies or pay such premiums. In such event, the Fair Association shall be responsible for reimbursing County the cost of said insurance.

5. **Alterations.** The Fair Association agrees not to make any alterations to the Fairgrounds without the prior written consent of the Board. Any alterations made by the Fair Association shall remain upon the Fairgrounds and become the property of the County. Any alterations shall be done at the Fair Association's expense, in compliance with all applicable laws, and no lien shall be created against or imposed upon the Fairgrounds.

6. **Americans With Disabilities Act.** The Fair Association shall be responsible for insuring that the Fairgrounds are in compliance with the Americans With Disabilities Act, and shall bear all costs in connection with bringing the Fairgrounds into compliance with requirements of the Americans With Disabilities Act.

7. **Utilities.** The Fair Association shall be liable for, and shall pay promptly, all utility charges for electrical, gas, telephone, and other services incurred in connection with the Fair Association's use of the Fairgrounds.

8. **Indemnification of the County.**

The Fair Association shall indemnify the County against all expenses, liabilities and claims of every kind, including reasonable attorney's fees arising out of (a) a failure by the Fair Association to perform any of the terms or conditions of this Management Agreement; (b) any injury or damage happening on or about the Fairgrounds; (c) failure to comply with any law of any governmental authority; or (d) any mechanic's lien or security interest filed against the Fairgrounds or equipment, materials, or alterations effected by the Fair Association. Should the Fair Association default in any of the terms or conditions of this Management Agreement, it shall be lawful for the Board to declare this Management Agreement terminated and to take such action as may be permitted by law.

The Fair Association additionally agrees to hold harmless, indemnify, and defend County and its "public employees" as defined in the New Mexico Tort Claims Act, Section 41-4-1 through 41-4-29, NMSA 1978 against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs or actions of any kind or nature whether from death, bodily injury or damage to property arising from or out of, connected with, resulting from or related to the Fair Association's activities in connection herewith, including, but not limited to, any negligence or intentional acts or omissions of the Fair Association, employees, servants, agents, representatives, customers, invitees, patrons, contractors, subcontractors, successors, assigns, or suppliers, as well as all of the persons doing business with or receiving services from the Fair Association. The Fair Association's agreement to hold harmless, indemnify, and defend County shall not be affected or terminated by cancellation, expiration of the term or renewal period or any other termination of this Management Agreement.

By entering into this Management Agreement, County and its "public employees, as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability pursuant to law. No provision in

this Management Agreement modifies or waives any provisions of the New Mexico Tort Claims Act, *supra*.

It is specifically agreed between the parties executing this Management Agreement that it is not intended by any of the provisions or any part of this Management Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this Management Agreement to maintain any suit for wrongful death, bodily or personal injury, damage to property, or any other matter whatsoever, pursuant to the provisions of this Management Agreement.

9. Holding Over. Holding over by the Fair Association after the expiration of this Management Agreement shall not operate to extend or renew this Management Agreement, but shall be construed as a tenancy from month to month, subject to the terms and conditions of this Management Agreement.

10. Rights and Responsibilities of the Fair Association.

A. The Fair Association shall receive or designate the recipient of any and all proceeds, receipts, and pecuniary benefits generated from the use of and the activities at the Fairgrounds during the term of this Management Agreement, so long as the proceeds, receipts, and pecuniary benefits are used to further the present purposes of the Fair Association and for the benefit of the citizens of Lincoln County.

B. The Fair Association shall manage the Fairgrounds for the collective benefit of all citizens of Lincoln County, and shall not discriminate in any way with respect to employment and use of the Premises, shall not discriminate unlawfully on account of race, age, sex, religion, color, national origin, ancestry, sexual orientation, gender identity, physical or mental handicap, serious medical condition or spousal affiliation.

C. The Fair Association shall manage and operate the Fairgrounds in a business-like manner.

D. The Fair Association shall, at its own expense, maintain the Fairgrounds in good and safe repair, and in at least as good condition as that in which it was received, considering ordinary wear and tear and excepting acts of God.

E. The Fair Association shall, at its own expense, furnish water, gas, and electricity at the Fairgrounds and shall maintain the Fairgrounds areas in a clean and safe condition, and shall provide regular and necessary janitorial and regular maintenance of the premises, fixtures, and equipment.

F. The Fair Association shall obtain the Board's approval for types of activities to be held on the Fairgrounds.

G. The Fair Association shall indemnify and hold harmless the Board and the County of Lincoln, State of New Mexico, from any and all losses, liability, and damage claims of any kind whatsoever under the contract, tort, or any other theory of liability related to the Fairgrounds and the management and operation thereof by any person or entity of any sort, whether such person or entity is acting with or without the permission or authorization of the Fair Association.

H. The Fair Association shall not delegate or assign its duties and responsibilities under this Management Agreement, or any right or privilege connected therewith. Any consent to delegation or assignment by the Board or any of its agents or employees, with or without authorization, shall not be a consent to any subsequent delegation or assignment.

11. Rights and Responsibilities of the Board.

A. In exchange for the Fair Association maintaining and operating the Fairgrounds under the terms of this Management Agreement, the Board shall pay to the Fair Association the sum of Thirty-Seven Thousand, Five Hundred Dollars (\$37,500.00) per year payable in four (4) equal installments of Nine Thousand, Three Hundred Seventy-Five Dollars (\$9,375.00) each, said installments being due and payable on July 1, October 1, January 1, and April 1 of each year during the term of this Management Agreement.

B. The Board shall have oversight of and have the right to overrule any management decision made by the Fair Association in connection with the use or operation of the Fairgrounds when necessary in order to prevent illegality, or when clearly in the best interests of the citizens, or to preserve and protect the County's property or interests.

C. The Board shall be responsible for any major repairs necessary on the Fairgrounds, subject to the approval of the Board. "Major repairs" shall be construed to mean repairs which cost in excess of One Thousand Dollars (\$1,000.00).

12. Enforcement.

A party's failure to require strict performance of any provision of this Management Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Management Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

13. General Provisions.

A. New Mexico Law. This Management Agreement and all documents executed are deemed to be contracts under the laws of the State of New Mexico, and for all purposes shall be construed in accordance with such laws.

B. Venue and Jurisdiction. The parties irrevocably agree that venue and jurisdiction are proper in the State of New Mexico and any legal action, suit or proceedings against them, jointly or severally, with respect to enforcement of any matter under or arising out of or in connection with this Management Agreement, shall be brought within the State of New Mexico.

C. Severability. Should any one or more of the provision contained in this Management Agreement be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Management Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

D. Entire Agreement. This instrument sets forth the entire Management Agreement between the parties. All negotiations relative to the matters contemplated by this Management Agreement are merged and there are no other understandings or agreements relating to the matters set forth, other than those incorporated in this Agreement. No provision of this Management Agreement shall be altered, amended, revoked or waived, except by an instrument in writing signed by the parties sought to be charged with such amendment, revocation or waiver.

E. Modification. This Management Agreement may be modified only by a writing duly executed by the parties.

F. Binding Effect. Each party acknowledges that they have read and understand this Management Agreement, that it is contractual and binding, and each party has had the benefit of independent legal counsel and executes the same as their own free will and accord for the purposes and consideration set forth herein.

G. Authority. Each party by signing this Management Agreement hereby agrees that they are authorized to sign the same on behalf of the above named entities thereby binding each other individually as well as their respective entities.

H. Construction. This Management Agreement shall not be construed against any party for having drafted it or for having the Agreement drafted by such party's counsel.

I. Assignments. This Management Agreement may not be assigned or delegated by the Fair Association to a nominee, without the express written consent of the Board. The Board's consent shall not be arbitrarily or unreasonable withheld. Any purported assignment and/or delegation shall not relieve the Fair Association from liability hereunder.

J. Further Documents. The parties shall, in good faith, execute such additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Management Agreement.

K. Remedies Upon Breach. Upon breach of this Management Agreement by a party, the other party hereto shall be entitled to seek and recover all damages and other remedies available

to such party at law, in equity or under the terms of this Agreement, including all costs of litigation and reasonable attorneys' fees.

L. Execution. This Management Agreement may be executed in one or more counterparts, each of which is deemed to be an original, and all of which will together constitute one and the same instrument.

M. The parties hereby mutually agree that the sum of money being paid to the Fair Association pursuant to paragraph 11.A above is equal in value to the services being rendered to the County of Lincoln. It is further mutually agreed between the parties that any monies remaining after payment by the Fair Association of all expenses and utilities is equitable compensation for the services rendered by the Fair Association to the Board.

N. The Board, while having budgeted and expended funds in the past for the support of the Lincoln County Fair, the Fairgrounds, and related activities, shall have no duty to budget or expend any funds under this Management Agreement.

O. Either party may terminate this Management Agreement by giving the other party thirty (30) days written notice by certified mail, return receipt requested. All notices relating to this Management Agreement shall be in writing and delivered to the following address and if mailed, sent certified or registered mail:

If to Fair Association:
Lincoln County Fair Association
P.O. Box 1004
Capitan, New Mexico 88316

With a copy to:
Billy Bob Shafer, President
Lincoln County Fair Association
P.O. Box 82
Claunch, New Mexico 87011

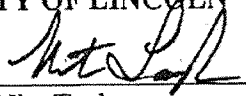
If to County:
Board of County Commissioners
Attention: Lincoln County Manager
P.O. Box 711
Carrizozo, New Mexico 88301-0711

With a copy to:
Alan P. Morel, General Counsel
County of Lincoln
P.O. Box 1030
Ruidoso, New Mexico 88355

P. This Management Agreement embodies the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Management Agreement shall supersede all previous communications, representations or agreements of any sort, either verbal or written, or as may have arisen by custom or long usage, between the parties hereto, their agents, or employees, or predecessors in interest.

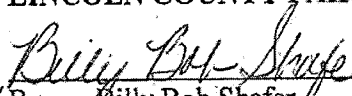
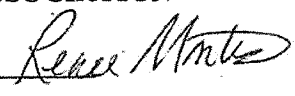
Q. This Management Agreement replaces and supersedes the Lease and Management Agreement executed August 20, 2019 and shall become effective on the date it is executed by both parties.

COUNTY OF LINCOLN


By: Nita Taylor
Its: County Manager

Date: 7/21/2020

LINCOLN COUNTY FAIR ASSOCIATION

 
By: Billy Bob Shafer
Its: President

Date: 8/31/20



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 29

SUBJECT:

Consolidated Dispatch:

- a. Discussion and Direction on Whether to Move Forward with Consolidated Dispatch Discussions with the Village of Ruidoso and City of Ruidoso Downs
- b. Discussion and Direction Regarding Regional Dispatch Authority – Commissioner Mark Fischer

Tuesday, October 17, 2023

DRAFT AGREEMENT

BETWEEN THE VILLAGE OF RUIDOSO, THE CITY OF RUIDOSO DOWNS, THE COUNTY OF LINCOLN, THE VILLAGE OF CAPITAN AND THE TOWN OF CARRIZOZO ESTABLISHING A COUNTY-WIDE CONSOLIDATED DISPATCH CENTER

This Agreement is entered into by and among the Village of Ruidoso, the City of Ruidoso Downs, the County of Lincoln, the Village of Capitan and the Town of Carrizozo, (the "Parties") and shall be effective as of the date indicated in Section VIII of this Agreement. All of the named governmental entities are located in the State of New Mexico.

This Agreement is entered into for the purpose of advising on the operations, administration and maintenance of an enhanced 911 regional emergency communications center (the "Center") to be located within the Horton Complex in Ruidoso, New Mexico and delivering enhanced 911 emergency communications services to the emergency services and public safety agencies of the Parties to this Agreement. This Agreement is also entered for the purpose of establishing an annual financial model that allocates cost of service based on call volumes of each of the Parties for the previous year.

WITNESSETH:

WHEREAS, the Parties wish to acquire a more effective means of responding to life-threatening accidents, fires, crimes and natural disasters, and

WHEREAS, an enhanced 911 emergency system servicing the Parties would further the aforementioned purposes, and

WHEREAS, the Parties have determined that it is in the best interest of their respective constituents, and that it will serve to protect and preserve the life, health, safety, and property of their respective constituents to enter into this Agreement; and

WHEREAS, the Enhanced 911 Act requires as a prerequisite for funding, in the event an enhanced 911 system is to serve an area in the jurisdiction of two or more local government entities, that each governmental entity must enter in to an agreement with the 911 emergency equipment supplier as the customer of the 911 equipment supplier; and

WHEREAS, the Parties have agreed that any and all costs associated with the Center will be shared as set forth herein.

NOW THEREFORE, inconsideration of the mutual covenants and agreements between them, the Parties agree as follows:

SECTION I. **ESTABLISHMENT AND POWERS**

Pursuant to the New Mexico Enhanced 911 Act, NMSA 1978, 63-9D-41 (et. Seq.) (1993) (the “Act”) the Parties agree to enter into this Agreement. The advisory board created herein shall advise the Chief of Police of the Village of Ruidoso on the operations of the enhanced 911 emergency system that serves an area within the jurisdictional boundaries of the Parties to this Agreement, all of which are located within Lincoln County, New Mexico.

SECTION II. **CREATION OF ENHANCED 911 BOARD**

A. The advisory board shall initially consist of the following three co-chairs:

- (i.) The Chief of Police of the Village of Ruidoso;
- (ii.) The Chief of Police of the City of Ruidoso Downs; and

- (iii.) The Manager of the County of Lincoln or his/her designee.
- B. Additional members of the board may include the Chief of Police of the Village of Capitán and the Chief of Police of the Town of Carrizozo.
- C. Term of Office: Each member shall serve as long as such person continues in the position with the Party entity set forth in this Agreement.
- D. The members shall reach a majority consensus on all matters under consideration. The Chief of Police of the Village of Ruidoso shall consider the advice from the board in the operations of the Center.

SECTION III. MEETINGS

The board will meet periodically but not less frequently than every quarter or at the call of the Chairperson, upon proper notice and in compliance with the Open Meetings Act Resolution. The Village Clerk of the Village of Ruidoso shall cause minutes of the meetings to be kept as provided in the Open Meetings Act, and shall provide copies of said meeting minutes to all Clerks of the Parties to this Agreement.

SECTION IV. DUTIES

The duties of the board shall include, but not be limited to the following:

- A. Provide to the Chief of Police for the Village of Ruidoso advisory recommendations on matters of policy and budget.
- B. Review the budget of the Center and recommend by a consensus of the members of the board the budget of the Center to the Governing Body of the Village of Ruidoso.
- C. Adopt procedural rules of order for board meetings and meetings of any committees under the board.

D. Recommend Capital Improvements for the Village of Ruidoso's Infrastructure Capital Improvement Plan (ICIP).

E. Adopt and comply with an annual Open Meetings Act Resolution.

F. The Center shall be generally responsible for maintaining, updating, and providing the necessary information to the telephone company as needed to maintain an accurate Street Address Guide for each of the jurisdictions for which the Center provides services. Proper addressing is essential to timely response. Therefore, each parties' entity shall be responsible for initial addressing of the area within such parties' jurisdiction, and for improving and correcting such addressing when warranted.

SECTION V. LIMITATIONS OF POWERS OF THE BOARD

A. The board shall not be involved in the day-to-day management of the Center and shall only have such powers as have been expressly delegated by the parties hereto, along with such incidental powers as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

SECTION VI. COLLECTION OF REVENUES

A. The Village of Ruidoso (VOR) shall collect all revenues accruing to the operations from the entities named within this Agreement and may apply for grants from the New Mexico Enhanced 911 Fund on behalf of the Center. The VOR shall be strictly accountable for all funds disbursed for the operation of the Center and shall maintain appropriate records as prescribed by law. The Village of Ruidoso will

provide the board with a detailed expenditure report for the dispatch budget when requested. The Center shall participate in strategic planning for the Village of Ruidoso.

- B. The Village of Ruidoso shall be entitled to charge an administrative fee not to exceed 3% of the actual fiscal year expenditures from operational costs. An administrative fee shall be budgeted each year based on the proposed budget, but shall not be paid for funds not actually expended during the fiscal year. The administrative fee shall not be calculated for funds received from any grant, excess funds received from any grant, excess funds carried over for capital expenditures, or any other source other than contributions made by Party entities.

SECTION VII.
COST SHARING

- A. The parties to this Agreement agree to share the budgeted annual costs of the Center based upon actual call volumes for each entity. The 2022-2023 budget shall be based on the following percentages:

See attached Budget and Financial Policy and Budget Spreadsheets

Village of Ruidoso	_____ %
City of Ruidoso Downs	_____ %
County of Lincoln	_____ %
Village of Capitan	_____ %
Town of Carrizozo	_____ %

- B. At the beginning of each year after the effective date of this Agreement, the Village of Ruidoso will revise the budget to reflect the costs associated with the Center and will update the cost allocation between the Parties based upon the call volume percentages of each Party.
- C. The Parties may review the cost sharing percentages provided by each municipality and the board may recommend any adjustments to the Chief of Police of the Village of Ruidoso.

The Village of Ruidoso shall submit updated cost allocations to each of the Parties updated cost allocations shall prior to February 1st each year.

D. Payments are due quarterly for service provided during the previous quarter.

SECTION VIII. EFFECTIVE DATE AND TERM

A. The effective date of this Agreement shall be _____, but it will

B. Termination without Cause. Any party may terminate its participation in this Agreement by delivery of a written notice to the other Parties at least ninety (90) days prior to the intended date of termination. No Party may nullify or avoid any obligations incurred prior to determination.

C. Termination for Non-Payment. In the event that any Party fails to make any payment due under the terms of this Agreement within ten (10) business days of the due date, the Village of Ruidoso shall give written notice to that Entity Party of its delinquency. If the failure to pay is not cured within fifteen (15) business days following receipt of such notice, this Agreement shall be suspended as to that Party as of the end of that fifteenth (15th) day and the Center shall thereafter have no obligation to provide services to that Party hereunder except 911 emergency calls. The non-paying Party shall be and remain fully liable for payment of the amounts set forth in Section VII [Cost Sharing] above, prorated to the suspension date. Upon payment of the amount owed, the Party entity shall be removed from suspension and full services shall be rendered. When payment has not been received within ninety (90) days of the due date, this Agreement shall terminate to that Party entity and no services shall be rendered from that date forward.

In the event that a Party is terminated from this Agreement for non-payment, 911 calls

received by the Center for their jurisdiction will be transferred to them at a number provided by the Party. The Center will relay radio calls for emergency units in distress, but will not dispatch routine calls to Party agencies that have been terminated for non-payment.

SECTION IX.
CONSOLIDATED DISPATCH CENTER EMPLOYEES

A. All employees if the Center will become employees of the Village of Ruidoso. The Chief of Police for the Village of Ruidoso will be responsible for the operation of the Center and will receive input from the other Parties and budget approval from the Village of Ruidoso governing body. The Dispatch Supervisor will report directly to the Chief of Police of the Village of Ruidoso. Employees of the Center will report directly to the Dispatch Supervisor. The Village of Ruidoso, by entering into this Agreement, hereby agrees to extend an offer of employment to the current County of Lincoln Dispatchers at or above their current rate of pay and benefits. The County of Lincoln will be responsible for either paying out the accrued benefits of any County of Lincoln Dispatchers who accept employment with the Village of Ruidoso pursuant to this Agreement or will transfer said accrued cost of each employee to the Village of Ruidoso as a one-time payment equal to the total cost.

SECTION X.
MISCELLANEOUS

A. Liability. No Party shall have any responsibility whatsoever for any omissions of any other Party or the officers, agents or employees of any other Party in the conduct of activities hereunder. The preceding sentence is intended only to define the liabilities among the parties hereto, and it is not intended to modify, in any way, the Parties' liabilities as governed by federal, state, tribal or common law, the New Mexico Tort Claims Act, or any applicable consent to suit. Any liability of the City, County, Village or Town incurred in connection with this Agreement is

subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1, *et seq.* as amended, and the expressed immunity granted pursuant to NMSA 1978 § 63-9D-10. No provision of this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

B. Amendment. This Agreement shall not be modified or amended in any respect except by a writing, executed by the authorized representatives of the Parties.

C. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of New Mexico.

D. Accountability. During the term of this Agreement and for a period of three years thereafter, each of the Parties shall maintain accurate and complete records of all disbursements made and monies received by each pursuant to this Agreement, and upon receipt of a reasonable written request, each shall make such records available during regular business hours to the other Parties, or to any federal, state or local authority and to the public as required by law.

E. Severability of Provisions. If any of the provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected unless any provision held as invalid makes the fulfillment of the majority of the purposes of this Agreement impossible or impracticable.

F. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or related to this Agreement or the breach thereof, the Parties hereto shall first use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all Parties through discussions among themselves; then, if necessary, by mediation.

F. Counterparts. In order to expedite the execution of this Agreement by each of the Parties, this Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement.

SECTION XI.
WITHDRAWAL

Any party may withdraw from this agreement by giving ninety (90) days written notice to the board.

SEPARATE SIGNATURE PAGES OF EACH PARTICIPATING PARTY FOLLOW:

VILLAGE OF RUIDOSO

By: Lynn D. Crawford
Its: Mayor

ATTEST:

By: Ron Sena
Its: Clerk

APPROVED:

By: Zach Cook
Its: Legal Counsel

CITY OF RUIDOSO DOWNS

By: Dean Holman
Its: Mayor

ATTEST:

By: Alejandra “Ally” Giron
Its: Clerk

APPROVED:

By: H. John Underwood
Its: Legal Counsel

COUNTY OF LINCOLN

By: Thomas F. Stewart
Its: Chairman of the Board of County Commissioners

ATTEST:

By: Whitney Whittaker
Its: Clerk

APPROVED:

By: Alan P. Morel
Its: Legal Counsel

VILLAGE OF CAPITAN

By: Ron Lowrance
Its: Mayor

ATTEST:

By: Al Cavoza
Its: Clerk

APPROVED:

By: Zach Cook
Its: Legal Counsel

TOWN OF CARRIZOZO

By: Ray Dean
Its: Mayor

ATTEST:

By: Leann Weihbrecht
Its: Clerk

APPROVED:

By: Liam Griffin
Its: Legal Counsel



County of Lincoln

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

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AGENDA ITEM NO. 30

SUBJECT:

Avalon Forest Subdivision Update by Developer, Don Murphy

Tuesday, October 17, 2023



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 31

SUBJECT:

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

Tuesday, October 17, 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. 32

SUBJECT:

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

Tuesday, October 17, 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

October 17, 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); AND LIMITED PERSONNEL MATTERS, SECTION 10-15-1, SUBPARAGRAPH (H)(2)

New or Updated Matters since last report *

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

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

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

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

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

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

transferred to Ohio for further proceedings. Settlement has been reached with some of the Defendants and, Lincoln County has begun receiving payments from some of the settling Defendants. The case is still pending.

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

6. **Debra Wilcox v. Board of County Commissioners, Deputy Samuel C. Hanna, Caroline McCoy and Former Sheriff Robert Shepperd, Cause No. D-1215-CV-2021-00574** Complaint for Damages was filed on the 2nd day of September, 2021 by Steven Sanders alleging personal injury resulting from an improper and grossly negligent investigation and for “malicious abuse of process”. County Defendants were served on November 2, 2021. 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. **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.

11. **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.

12. **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.

13. **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. The case is still pending.

14. **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. Lincoln County defendants filed their Motion to Dismiss Third-Party Complaint on September 13, 2023. The case is still pending.

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

16. **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.

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

2022

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

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

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

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

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

2021

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.

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



County of Lincoln

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AGENDA ITEM NO. 33

SUBJECT:

Approval of Award for RFP 23-24-3 Youth Mentoring Services and Positive Active Programming

Tuesday, October 17, 2023



County of Lincoln

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AGENDA ITEM NO. 34

SUBJECT:

Approval to Issue an RFP for Replacement of A/C and Heating Units at the Public Health Office

Tuesday, October 17, 2023