

COUNTY OF LINCOLN

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



Ira Pearson, County Manager

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

AGENDA

Board of County Commissioners – Regular Meeting

July 18, 2023 @ 8:30am - Commission Chambers in Carrizozo, New Mexico and ZOOM

<https://us02web.zoom.us/j/86507290687?pwd=aXd5UTNQSIhLRWYwVjB3MXhrZGxEUt09>

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. June 13, 2023, Special Commission Meeting
 - b. June 20, 2023, Regular Commission Meeting
7. Approval of Consent Agenda
 - a. Payroll/Accounts Payable/Budget/ Expenditures
 - b. Treasurer’s Financial Report for the Month ending June 30, 2023
 - c. Approval of Resolution 2024-06: Treasurer’s 4th Quarter Financial Report
 - d. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
 - e. Claunch-Pinto Soil & Water Conservation District Mill Levy Rate
 - f. Chaves Soil & Water Conservation District Mill Levy Rate
 - g. Guadalupe Soil & Water Conservation District Mill Levy Rate

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

Tuesday, July 18, 2023

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- h. Upper Hondo Soil & Water Conservation District Mill Levy Rate
 - i. Restricted Housing Report - Quarter Ending June 30, 2023
 - j. Approval of the State of New Mexico Department of Finance and Administration Local Government Division Enhanced 911 Act Grant Program Grant Agreement, Project No. 23-E-26
 - k. Approval of Contract No. 2023-24-68030 Between North Central New Mexico Economic Development District Non-Metro Area Agency on Aging and the County of Lincoln - Title III Federal and State Sub-Award Not to Exceed \$495,820.28
 - l. Approval of Contract No. 2023-24-68030-S Between North Central New Mexico Economic Development District Non-Metro Area Agency on Aging and the County of Lincoln – Senior Employment Program Host Agency Sub-Award Not to Exceed \$11,300.00.
 - m. Approval of Contract No. 2023-24-68030-N Between North Central New Mexico Economic Development District Non-Metro Area Agency on Aging and the County of Lincoln – Nutrition Service Incentive Program (NSIP) Subrecipient Contractor Sub-Award Not to Exceed \$42,804.00.
 - n. Approval of Memorandum of Understanding (MOU) Between the Village of Ruidoso and the County of Lincoln as the Administrative Authority for Lincoln County Sheriff’s Office for Driving While Intoxicated (DWI) Prevention Enforcement Activities and Reimbursement of Costs
 - o. Approval of Re-Appointment of James M. Russ II to the Property Tax Protest Board and the Road Review Committee
 - p. Approval of Commercial Supply and Lease Agreement Between Pinnacle Propane, LLC and the County of Lincoln
 - q. Approval of Work and Financial Plan Between Lincoln County and the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (APHIS-WS) for July 1, 2023 through June 30, 2024
8. Board of Finance – Lincoln County Treasurer, Sherrie Huddleston
9. Funding Request for Carrizozo Athletics – Sheriff, Michael Wood
10. Discussion and Direction Regarding the American Rescue Plan Act (ARPA) Funding
11. 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
- 12. 9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)**

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

13. 10:00 AM PUBLIC HEARINGS:

Consideration of Adoption of the Final Budget, Fiscal Year 2023-2024 by
Resolution 2024-05

14. Lincoln County Detention Center Update – Warden Ross Castleton

15. Lincoln County Medical Center Update – Todd Oberheu

16. Manager's Report

17. Countywide Software Systems

- a. Consideration of Utilizing Cooperative Educational Services (CES) Contract # 2021-C19-212-ALL to Purchase Lincoln County and Sheriff's Department Managed Services Computer System Support Agreement
- b. Discussion and Direction Regarding Tyler Technology Software Packages

18. Solid Waste Item:

- a. Discussion and Direction Regarding the Consolidation of Solid Waste Ordinance Nos. 2016-02 and 2020-04
- b. Approval to File Solid Waste Liens:

1. Andres S. Enriquez and Luisa Enriquez-**\$653.86**
2. Carrie Kindle-**\$653.86**
3. Cody L. Sanchez and Amanda M. Sanchez-**\$653.86**
4. Veronica Amador and Consuelo Amador-**\$653.86** (Land# 267350 Veronica & Consuelo Amador) (MH# 1004977 Veronica & Consuelo Amador)
5. Eddi Valenzuela-**\$653.86** (Land# 242340 Eddi Valenzuela) (MH# 1000015 Eddi Valenzuela)
6. Toni Lee Janis-**\$653.86** (Land# 197523 Toni Lee Janis) (MH# 1005740 Emmitt Autrey)
7. Daniel Looney and Shianne Looney-**\$653.86** (Land# 1003218 Daniel & Shianne Looney) (MH# 108102 Shianne N. Looney)

Liens to be Released and Refiled:

8. Ferrell S. Desoto & Patricia R. Desoto - **\$2,514.38**
9. Dan P. Dooley & Sue A. Dooley - **\$2,472.70**
10. Judy Ann Emberton – **\$2,266.07**
11. Leanne Eulett - **\$2,514.38**
12. Jeremy Flack & Savannah Flack - **\$2,514.38**
13. Guillermo Garcia - **\$2,604.43**
14. Jose R. Gonzalez Jr. & Carolina Martinez Saenz - **\$2,604.43**
15. Alejandro C. Granados - **\$2,095.44**
16. Tabita Chavez - **\$2,046.19**
17. Jerry Lee Gutierrez & Michael Floyd Gutierrez - **\$2,314.38**

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18. Ruben Chavez-**\$1,552.74** (Land# 239070 Ruben Chavez) (MH# 239072 Ruben Chavez)
19. Consideration of an Amendment to Wilson & Company's Task Order No. 02222023 to Cover the Scope and Fee for Environmental Permitting in the amount of \$16,979.00.
20. County Clerk:
 - a. Resolution 2024-04 a Resolution Designating the Location of Election Day Polling Places for all Statewide Elections Conducted in 2024 and 2025
 - b. Board of Registration Appointments
21. Avalon Forest Subdivision Development Agreement Update – Attorney, Alan Morel
22. New Mexico State Legislature Appropriations
 - a. Approval to Sign Appropriation Number 23-ZH5032-04 in the Amount of \$30,000 for Grants Management for Local Governments
 - b. Approval to Sign Appropriation Number 23-ZH9240 in the Amount of \$80,000 to Purchase and Equip an Emergency Response Vehicle for the County of Lincoln.
23. Discussion and Direction Regarding Federal Government Relations and Lobbying Services
24. Reconsideration and Approval of Lodgers' Tax Request NM 4x4 Rally – Garrett Lamay
25. Approval to Submit Economic Development Association Funding Applications – Dora Batista
26. Acknowledge Lincoln County Annual Lodgers' Tax Audit (Agreed-Upon Procedures)
27. Discussion and Direction Regarding Implementing Processes to Lower ISO Ratings in Subdivisions in the County of Lincoln
28. Approval of Renewal of Fire Restriction and Imposition of Fireworks Restrictions by Resolution
29. Discussion and Possible Action to Increase Hourly Employee Wages Based on Salary Studies and Comparisons

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

30. Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinances:
- a. Ordinance No. 2024-01: Solid Waste Collection, Disposal and Fees Ordinance of the County of Lincoln, New Mexico - an Ordinance Repealing Lincoln County Ordinances 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
31. 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)
32. Signing of Official Documents and Authorization to Utilize Electronic/Stamp Signature
33. Next meetings:
- a. August 15, 2023 - Regular Commission Meeting
 - b. September 7, 2023-Special Meeting to Impose Property Tax Rates (Subject to Change)
34. 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. June 13, 2023, Special Commission Meeting
- b. June 20, 2023, Regular Commission Meeting

Tuesday, July 18, 2023

COUNTY OF LINCOLN

New Mexico Special Meeting Board of County Commissioners

Todd Proctor, Chair
Jon Crunk, Vice Chair

Samantha Serna, Member
Mark Fischer, Member
Pierre Pfeffer, Member

Minutes Tuesday June 13, 2023

Minutes of the Special Meeting of the Lincoln County Commission held at 8:30 AM on June 13, 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 was unable to attend in person and requested Vice Chair Crunk be the Acting Chair for the Commission Meeting. Chair Crunk called the Special Meeting of the Board of County Commissioners to order at 8:40 AM after a small delay for technical issues.

2. Roll Call

Roll Call.

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

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

3. Invocation

The Invocation was presented by Chair Crunk.

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 Proctor, **Seconded by** Commissioner Fischer.

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

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

50 **6. Discussion and Consideration of the Increase in Costs of Road Department**
51 **Vehicles in the amount of \$10,674**
52

53 Commissioner Proctor questioned the amount in the current budget. Treasurer Huddleston stated
54 the anticipated change was reflected in the upcoming budget adjustment request.
55

56 **Motion:** Approve the increase in costs of the Road Department vehicles in the amount of \$10,674
57 giving Finance the discretion to use the appropriate line item, **Action:** Approve, **Moved by**
58 Commissioner Serna, **Seconded by** Commissioner Proctor.

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

60 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Chair Crunk,
61 Commissioner Proctor.
62

63 **7. Consideration of Approval to Purchase Vehicle for the Lincoln County Clerk's Office**
64

65 Clerk Hemphill explained the quote and stated it would be a purchase off the lot which could be
66 done in the current fiscal year instead of waiting until next years budget. Chair Crunk questioned
67 the purchase being made in Albuquerque instead of locally. There was a discussion on the
68 State Price Agreement and the vendors which could be used to purchase vehicles.

69 Commissioner Serna questioned the need for a 4-wheel drive vehicle if the County Offices close
70 during inclement weather. Clerk Hemphill explained her office runs the Elections for the County;
71 therefore, they will need to be able to reach all corners of the County during an Election
72 regardless of the weather and are unable to be closed. Clerk Hemphill stated the vehicle
73 purchase would be out of the Clerk's Recording Fees Fund, not out of the General Fund. Billie
74 Jo Guevara, Finance Director, stated the anticipated change was reflected in the upcoming
75 budget adjustment request and if approved would be removed from the next year's budget
76 request.
77

78 **Motion:** Approve the vehicle purchase as presented, **Action:** Approve, **Moved by**
79 Commissioner Proctor, **Seconded by** Commissioner Fischer.

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

81 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Chair Crunk,
82 Commissioner Proctor.
83

84 **8. Approval of Budget Adjustment FY 22/23 by Resolution 2023-59**
85

86 Treasurer Huddleston explained the Budget Adjustments. Commissioner Fischer questioned the
87 combination of the Hospital and the Clinic Funds. Attorney Morel explained the last Commission
88 chose to combine the two funds to be able to have more discretion in their use as opposed to
89 having one overfunded and one underfunded.
90

91 **Motion:** Adopt the Budget Adjustment FY 22/23 by Resolution 2023-59, **Action:** Adopt, **Moved**
92 **by** Commissioner Proctor, **Seconded by** Commissioner Serna.

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

94 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Chair Crunk,
95 Commissioner Proctor.
96

97 **SEE EXHIBIT A:** Copy of Resolution 2023-59 is attached hereto in reference thereto made a part
98 hereof.

Chair Crunk recessed the Board of County Commissioners and convened as the Lincoln County Canvassing Board.

9. Canvass of the June 6, 2023, Village of Capitan Special Election

Clerk Hemphill detailed the Village of Capitan Special All-Mail Election and presented the tabulator tapes, roster, and hand tally forms for approval. Clerk Hemphill stated there were 988 active voters and 124 inactive voters for a total of 1,112 total registered voters in the Village of Capitan. Clerk Hemphill explained the ballots were mailed to all active voters in the Village of Capitan on May 12, 2023, for the Election which was held on June 6, 2023. Of the 988 ballots which were mailed, 243 were returned with 225 accepted and 18 which were rejected for no Physical Address, incorrect address, or the entire envelope was left blank. Clerk Hemphill stated the results were 139 "Yes" votes and 86 "No" votes. Clerk Hemphill explained there were an additional 50 ballots which were returned undeliverable and 4 ballots which were received after the deadline.

Chair Crunk adjourned the Lincoln County Canvassing Board and reconvened as the Board of County Commissioners.

Motion: Approve the Canvass of the June 6, 2023, Village of Capitan Special Election, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

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

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

10. Signing of Official Documents

The Commissioners authorized the use of their stamp or electronic signatures.

11. Next meeting:

- a. Tuesday, June 20, 2023, Regular Commission Meeting

12. Adjourn

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

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

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

There being no further business to come before the Board of County Commissioners, Chair Proctor adjourned the meeting at

Respectfully submitted by,
Shannan Hemphill
Lincoln County Clerk

COUNTY OF LINCOLN

New Mexico Regular Meeting Board of County Commissioners

Todd Proctor, Chair
Jon Crunk, Vice Chair

Samantha Serna, Member
Mark Fischer, Member
Pierre Pfeffer, Member

Minutes Tuesday June 20, 2023

Minutes of the Regular Meeting of the Lincoln County Commission held at 8:30 AM on June 20, 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 8:30 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 Serna, **Second 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.

50 **6. Approval of Minutes:**

- 51 a. May 2, 2023, Special Commission Meeting
52 b. May 16, 2023, Regular Commission Meeting
53

54 **Motion:** Approve the Minutes of the May 2, 2023, Special Commission Meeting and the May 16,
55 2023, Regular Commission Meeting, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Second**
56 **by** Commissioner Fischer.

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

58 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
59 Chair Proctor.
60

61 **7. Approval of Consent Agenda**

- 62 a. Payroll/Accounts Payable/Budget/ Expenditures
63 b. Treasurer's Financial Report for the Month Ending May 31, 2023
64 c. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
65 d. Approval of Behavioral Health Services Division (BHSD) / Reach, Intervene,
66 Support and Engage (RISE) Grant Agreement
67 e. Approval of Resolution 2023-60: Disposition of Surplus Inventory
68 f. Approval of Resolution 2023-61: Annual Capital Assets Inventory Certification FY
69 2022-2023
70 g. Approval of Local Government Road Fund County Cooperative Agreement –
71 Control No. L200591
72 h. Approval of Local Government Road Fund County Arterial Program Agreement –
73 Control No. L200609
74 i. Approval of Local Government Road Fund School Bus Route Agreement –
75 Control No. L200614
76 j. Consideration and Approval of Appointment to Lodgers' Tax Committee – Dusty
77 Cornelius
78

79 Commissioner Fischer requested to remove Items 7g, 7h, and 7i from the consent agenda.
80

81 **Motion:** Approve the consent agenda excluding items 7g, 7h, and 7i, **Action:** Approve, **Moved**
82 **by** Commissioner Pfeffer, **Second by** Commissioner Fischer

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

84 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
85 Chair Proctor.
86

87 Commissioner Fischer questioned missing Exhibit C on all three of the items and requested more
88 detail in future requests when spending such a large amount of money. Commissioner Fischer
89 stated he had a problem with how they were presented, not with the scope of the project and he
90 requested they look for opportunities to use the funds for projects in other parts of the county.
91

92 Manager Pearson recommended tabling all three items until Resolutions were attached and
93 stated it could be brought back in July.
94

95 **Motion:** Table Items 7g, 7h and 7i until a future meeting where they can be presented with
96 Resolutions, **Action:** Table, **Moved by** Commissioner Fischer, **Seconded by** Commissioner
97 Serna.

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

99 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
100 Chair Proctor.

SEE EXHIBIT A: Copies of the Consent Agenda items including Resolution 2023-60 and Resolution 2023-61 are attached hereto in reference thereto made a part hereof.

8. Approval of Budget Adjustment FY 22/23 by Resolution 2023-65

Treasurer Huddleston explained the adjustment was intended to true-up the ending budget and account for the additional PILT, additional revenues from current property taxes, and an opioid settlement payment which was received.

Motion: Adopt Resolution 2023-65, Budget Adjustment FY 22/23, **Action:** Adopt, **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.

SEE EXHIBIT B: Copy of Resolution 2023-65 is attached hereto in reference thereto made a part hereof.

9. Forest, Land & Natural Resources Matters:

a. Smokey Bear Ranger District

Jennifer Thomas, Lincoln National Forest Smokey Bear Ranger District, informed the Commission they were planning for the upcoming busy weekends. Ms. Thomas explained they hired a new Assistant Fire Management Officer, so they re-reviewed the prescribed burn plans in depth. Ms. Thomas reiterated fireworks were not allowed in the Forest at any time.

b. Lincoln County / NMSU Extension Services

c. South Central Mountain RC & D

Laura Doth, South Central Mountain RC&D, stated they were working on the EWP expenditures and had processed about 50% of the budget. Ms. Doth explained they were waiting on a nationwide permit via NRCS to be able to do work in the river and once done, it will complete the EWP funding for the McBride fire.

d. Upper Hondo Soil & Water Conservation District

Robert Barber, Board of Supervisors, explained they were working with the BLM on several projects. Mr. Barber stated they were also working with the State Forestry on the Nogal WUI with local landowners, and they had received a grant to do some work on the Rio Bonito WUI. Mr. Barber stated the Soil and Water Conservation Commission grant had its first landowner willing to participate.

e. Land and Natural Resources Advisory Committee-LANRAC

Robert Barber, Chairman of LANRAC, explained the grazing rule was stuck in Information and Regulatory Affairs, and may be released in July for comment. Mr. Barber spoke on the Western solar programmatic EIS in response to revising the 2012 solar management rule, which was a proposal to increase from 6 states and include an additional 5 Northwest States and included a reduction of land fees on property with renewable energy projects. There was a lengthy discussion

on the options the County could take to assist Mr. Barber in his discussion with the Federal Government.

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

Chair Proctor attended the WIR conference May 16-19 and learned there were problems with land issues as far as Hawaii, so they were not specific to our area. Chair Proctor stated our comments were reaching who they needed to reach however, he did not feel it would do much good. Chair Proctor attended the NM Counties meeting in Farmington where the new Officers were elected.

Commissioner Crunk spoke on the Insurance rates in Lincoln County and the increases currently being felt and well as the increases which will be felt in the future. Commissioner Crunk stated he had been working for a few years to get an additional fire policy similar to a flood policy, however it had not been allowed. Commissioner Crunk explained in California they had a Fair plan which would not include liability; however, they could buy liability separately and when he talked about implementing something similar in the state of New Mexico it was denied. Commissioner Crunk stated the County was about to lose its tax base and the value of their homes.

Commissioner Pfeffer appreciated Commissioner Crunk's comments. Commissioner Pfeffer attended a broadband summit with Attorney Morel, and he was concerned about the PVT project. Commissioner Pfeffer stated the Opioid working group was continuing to meet.

Commissioner Serna was concerned that Juneteenth was observed as a federal holiday however it was not observed locally and should be added in the future. Commissioner Serna met with Assessor Hill and Chief Deputy Zamora and recommended the Commissioners visit with all the Elected Officials to better understand their jobs and positions.

Commissioner Fischer attended the NM Cattlegrowers meeting and stated they were all very concerned with the 30x30 effort. Commissioner Fischer detailed the wild and scenic river designations and stated the Pecos River would likely be listed as a wild and scenic river. Commissioner Fischer was concerned about the fiscal accountability of the schools in the County and was looking to get more information and different options in the future. Commissioner Fischer stated the Citizens were suffering and struggling to meet their financial requirements, so he was concerned about the taxes and fees going up.

Clerk Hemphill spoke on the third Special Election her office was holding and informed the voters they would need to return their ballots by June 27, 2023, at 7:00 PM in order to be counted. Clerk Hemphill stated they were gearing up for the Regular Local Election which would be held in November, and they were currently in the process of receiving notices from the local entities detailing which positions would be on the ballot. Clerk Hemphill explained Candidate sign up day was on August 29, 2023, from 9:00 AM -5:00 PM so anyone who was thinking of running for one of the positions would need to sign up in her office at that time.

Sheriff Wood provided stats from his office over the last month and recognized Joe Kenmore and his staff for everything they do for the residents of the County.

Assessor Hill thanked Commissioner Serna for taking the time to visit with him. Assessor Hill explained he sent six members of his staff to the NMC meeting in Farmington and stated it was well attended. Assessor Hill stated they were working on the Certification of Values being sent to

the Property Tax Division in Santa Fe. Assessor Hill advised the Assessors Affiliate would be holding their conference in Ruidoso in October.

Treasurer Huddleston explained her office was working on the delinquent accounts and they were trying new collection procedures on the delinquent mobile homes in the County.

Gary Popplewell, Lincoln County Resident, thanked the Commissioners and County employees for everything they did. Mr. Popplewell explained he had presented in January on some issues and thanked the Commissioners for adding agenda item 27 as an action item before the Board. Mr. Popplewell felt it important and stated in order to honor the documents, they should be displayed with honor.

Richard Mastin, Lincoln County Resident, stated he had a Master of Divinity and was a Minister however, he was in opposition of the Ten Commandments being hung on the wall as they were a religious document, not a government document. Mr. Mastin did not feel they should be mixed as there has been a separation of Church and State since George Washington. Mr. Mastin explained there were many religions and even non-religious people, and religion should not be part of County government.

Jeff Bleau, Lincoln County Resident, stated the focus of the Commission was on the Community and he was glad to see the Constitution and Bill of Rights displayed on the wall, however, there were gallons of blood spilled in the creation of this great nation and they were not all the same faith. Mr. Bleau felt all levels of Government needed to be inclusive of all cultures and not be divisive.

David Vandenberg, Lincoln County Resident, stated he was a servant of Jesus Christ. Mr. Vandenberg stated the things taking place in the Country right now were abysmal because of the government. Mr. Vandenberg explained the County must be united and include everyone and he felt the Constitution, Ten Commandments and Bill of Rights were meant to include everyone not to be divisive.

Hayden Smith, Pastor First Baptist Church, supports item 27. Pastor Smith explained the phrase which talks about separation of religion and government, and stated a Pastor wrote to Thomas Jefferson with great concern about it. It was explained they would work together however the government would never establish a government religion. Pastor Smith stated we all believe the same basic things no matter what religion anyone chooses to observe or even if they don't observe any religion at all.

Robert Barber, Lincoln County Resident, supports item 27. Mr. Barber stated the Bill of Rights and Constitution can't be overemphasized and explained separation meant the government couldn't tell the people what to believe. Mr. Barber explained many of the laws in the Country were built on the Ten Commandments.

Christian Hurst, Firefighter, EMT and contractor in Lincoln County, supports item 27. Mr. Hurst stated the Ten commandments, Bill of Rights and Constitution were written by God fearing men. Mr. Hurst explained our great nation was made strong by these divinely inspired and divinely written pieces of literature and they remind us of the sacrifice, dedication and will of our predecessors, forefathers and God, that freedom is not free.

Tim Keithley, Chairman of the Republican Party of Lincoln County, supports item 27. Mr. Keithley stated Republicans stand for Faith, Freedom, and Family and by having the living breathing

documents in front of them it will help in governing all the people in Lincoln County. Mr. Keithley explained the Resolution was what the Republican Party was about, and they want to make sure everyone in the County knows they stand for, in favor of, and in full support of, all three documents being presented.

Maureen McGuire, resident of Lincoln County, stated the Ten Commandments was not a governmental document and you couldn't put Christian Iconography in a Government building. Ms. McGuire stated this Resolution was coming from the National Republican Party and the Ten Commandments being displayed in a Governmental building had been refuted by the Supreme Court numerous times.

Vicki Porter, Lincoln County resident, explained she taught a class on the Constitution, and she invited the Commissioners to attend her classes to learn more about it. Ms. Porter stated there was no such thing as separation of Church and State and the Government wasn't going to get involved in forcing people to have one Government church.

Chair Proctor recessed the Regular Commission meeting at 10:22 AM and reconvened at 10:30 AM.

10. Approval of Renewal of Fire Restrictions and Imposition of Fireworks Restrictions by Resolution 2023-63

Motion: Adopt Resolution 2023-63 Declaration of Fire Danger Emergency, **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 C: Copy of Resolution 2023-63 is attached hereto in reference thereto made a part hereof.

11. Lincoln County Medical Center

a. Update – Todd Oberheu

Todd Oberheu, Hospital Chief Executive, stated they were working on the final preparations from the Title Company on the land swap. Mr. Oberheu explained the property would be owned by Presbyterian not by the County and would be used for a helipad which they hoped to have available by December.

Hayden Smith, EMT, started in 1989 and had been an EMT for over 33 years. Mr. Smith explained Ruidoso EMS had full-time paid staff and there were close to 80 volunteers in the County when he started. Mr. Smith stated the Fort Stanton ambulance was moved to Capitan, Alto ambulance was closed, and volunteers have decreased over the years. In 1997 LCMC took over ambulance service for the County. Mr. Smith explained that for many years, the EMT's from Lincoln County have been some of the best trained in the State and were generally trained in all additional skills as soon as possible. Mr. Smith stated the EMT class at the College was a 3-month class with book work and hands-on skills. Mr. Smith explained they were looking for volunteers for either full-time or part-time and stated they were not required to go on every call, any help would be appreciated as there was a shortage of EMT's all over the State.

Mr. Oberheu stated the request for the letter does not say EMS is included, however it does say rural healthcare so he is hopeful they can get the funds to help off-set the costs. Mr. Oberheu explained close to 80% of all residents would have a response time within 25-30 minutes if they could implement the current plan.

Commissioner Crunk questioned who determined which air ambulance to call when the need arose. Mr. Oberheu explained the call goes out and they get whoever can respond the quickest. Mr. Oberheu stated his understanding was most of the air ambulances now have signed agreements with the insurance agencies to help with the costs. Mr. Oberheu explained there were 3 new paramedics which should be graduated and certified soon and once they were complete there would be the highest number of Paramedics ever in Lincoln County.

b. Discussion and Direction Regarding the Hospital Mill Levy Budget

Manager Pearson explained the current Mill Levy could handle the 24-hour ambulance service in Carrizozo and Alto. Treasurer Huddleston stated the \$2.6 was a good figure and didn't believe they would need to raise the mil rate. There was a general consensus the 24-hour ambulance service would be beneficial and should be pursued.

12. Lincoln County Detention Center Update – Warden, Ross Castleton

Ross Castleton, LCDC Warden, provided statistics from the Detention Center over the previous month. Warden Castleton stated they were working on improvements at the jail to include painting and other projects. Warden Castleton explained they had improved staffing levels and they felt the increased wage was helping to increase the staffing levels.

13. Acknowledge Lincoln County Annual Lodgers' Tax Audit (Agreed-Upon Procedures)

Manager Pearson explained this item needed to be moved to next month.

27. Consideration and Direction Regarding Resolution 2023-62 - Approval for the Prominent Display of the Ten Commandments, the Declaration of Independence, and the United States Constitution on the Wall Behind the Commissioner's Bench

Commissioner Fischer explained it was an effort to re-center the community, a baseline for how people dealt with each other, not an effort to establish religion, but to let everyone know what was important to the people.

Commissioner Crunk stated he had studied and prayed over this topic and believed the Ten Commandments should be taught and made available, not hung on the wall. Commissioner Crunk supported the printing and placement on the table in the foyer for anyone to take and read and walk away with, not to be on display, but to be available to everyone who wants it.

Commissioner Pfeffer stated this Country was settled by those escaping religious tyranny and felt secular law should not be mixed with religious iconography.

Chair Proctor stated he had prayed about this topic and said when he went through BIPO and took NM Edge classes they explained the job of the Commission was to work on budgeting, taxing, issuing bonds and other Ordinances and Resolutions. Chair Proctor did not feel having the Ten Commandments on display behind him would alter the way he felt about things or the way he

voted on issues, he didn't feel having it hanging on display would make any difference. Chair Proctor said when he was sworn in, he had a Bible of his choice when he gave his oath and he had every intention to follow that oath.

Attorney Morel explained this issue had been litigated many times over the years and there was case law both ways, this issue had a varied history throughout time. Attorney Morel stated he could almost guarantee a lawsuit if it was agreed upon.

Commissioner Fischer stated this was an important topic and he felt civil society was collapsing. Commissioner Fischer explained they were not asking people to go to church, they were not asking for secular humanists to pray or be God believers, it was the established culture which allows the fruit of the Country to grow and even those which don't have a particular interest in religion to thrive and be protected.

Motion: Approve Resolution 2023-62, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Fischer.

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

Yes: Commissioner Fischer, Commissioner Serna.

No: Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

26. Reconsideration of Region IX's Funding Request

Bryan Dooley, Executive Director of Region IX, detailed the building of the early childhood center. Commissioner Pfeffer questioned how a building in Ruidoso would further the outreach in the community and make resources available countywide. Mr. Dooley explained there were five early childhood programs from prenatal up to age 5 and they did home visits in Corona since it was too far from Ruidoso. Mr. Dooley stated the staff needed office space and classroom space was needed in the Ruidoso area as well. Mr. Dooley explained they could only be enrolled in PreK if the child was 3 by September, however with Region IX they could be enrolled anytime once they turn 3. Mr. Dooley stated there was no funding from the Village of Ruidoso to assist with this project, instead they extended the sewer line.

Chair Proctor stated there was funding from the Federal and State level and did not feel that much funding from the County was good stewardship of the County dollar.

Motion: Approve the Region IX Funding Request, **Action:** Approve, **Moved by** Commissioner Pfeffer, **None seconded.**

Motion died for lack of second.

30. Approval of Revisions to Sheriff's Deputies Omnibus Crime Bill Act/HB 68 Guidelines

Geraldine Martinez, Undersheriff, detailed 16 deputies received stipends last week and a new Deputy would be certified by Friday and would receive the stipend at that point. Undersheriff Martinez stated they had an additional Deputy who was certified in Texas and was working on certification in New Mexico. Undersheriff Martinez explained she originally wrote the guidelines to give a stipend if a deputy was certified however, she requested to amend the guidelines to state if they receive the State Certification, they could receive the stipend.

Motion: Approve the revisions to the Sheriff's Deputies Omnibus Crime Bill guidelines, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

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

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

Chair Proctor recessed the Regular Commission meeting at 11:57 AM and reconvened at 12:35 PM.

15. Manager's Report

- a. Update on the New Mexico Employee Health Benefits Fund and Life Insurance Fund Invoice in the amount of \$307,252.79

Attorney Morel stated this would be discussed during executive session.

1) ADA Restroom Construction

White Sands Construction have been working on the new ADA restroom since the middle of May. The main drainage tie-in was located across the hall (women's restroom). This project is funded by a NM State Capital appropriation and Lincoln County general fund.

2) GreenTree Meeting 5/18/2023 and 6/8/2023

Commissioner Proctor and I are attending the regular and special meetings of the GreenTree Solid Waste Authority. The County of Lincoln has a voting role on all matters regarding the Alamogordo landfill. At the 6/8/2023 special meeting, operational consultant, Joe Lewandowski, gave a status report on the Regional Landfill operations. The financial report was presented by Evelyn Huff (City of Alamogordo Finance Director).

3) LCDC / RISE Funding Discussions – 5/23/2023

CSG staff and I met with Tamara Espinoza (NM HSD department) regarding the 2023-2024 RISE funding utilization in Lincoln County. The program at LCDC is recognized as a leading example of the intent of the funding and will be awarded \$345,550 for the upcoming fiscal year.

4) Hazard Mitigation Planning Meeting – 5/25/2023

Wendy Blackwell (SWCA Environmental Consultants) continues to drive the meetings to create a comprehensive Hazard Mitigation Planning document. May's meeting focused on the mitigation strategy section of the Lincoln County Multi-jurisdictional Hazard Mitigation Plan. Wendy reminds us, "please keep in mind that in order to be considered an active participant, adopt the plan, and be eligible to apply for FEMA funding, each community must participate in the Planning Team Meetings and respond to the requests for feedback and information".

Joe Kenmore has been the Lincoln County representative attending and participating in every meeting.

455 **5) Lincoln County Deputy Sheriffs' Association Contract Negotiations**

456
457 The Deputy Sheriffs have requested negotiations within the required timeframe stated in
458 the contract:

459
460 *"The parties agree that collective bargaining shall occur between the dates of*
461 *March 1st and April 30th (of each year). If the choice is to open negotiations the*
462 *Association and the County will be limited to negotiating on wages and three (3)*
463 *non-economic issues each. If the choice is to accept the general increase granted*
464 *to non-bargaining unit employees ("Evergreen Clause") the collective bargaining*
465 *agreement expiration date shall be extended for an additional twelve (12) months".*
466

467 Once the terms of the contract have been negotiated, final approval will be brought before
468 the BOCC.

469
470 **6) PRC / Ambulance**

471
472 Alan Morel, Sandie Nunnally and I have submitted the New Mexico Public Regulation
473 Commission Ambulance Certificate Reissuance Application. This application is due sixty
474 (60) days prior to the expiration of the current certificate (Current certificate expires -
475 November 2023). This certificate is issued for three years and allows Lincoln County to
476 Sublease the certificate to PHS.
477

478 **7) New Mexico Broadband Summit – May 24, 2023**

479
480 Commissioner Pfeffer, Alan Morel and I attended the NM Broadband summit, titled
481 "Internet for All". The summit was well attended and provided examples of creative
482 collaborations to provide internet in remote areas. Local provider, Peñasco Valley
483 Telephone (PVT), attended the event looking for ideas on how to move forward on projects
484 that have seen significant increases in construction costs.
485

486 **8) Fairgrounds Visit and Update**

487
488 Commissioner Crunk, Alan Morel and I visited the fairgrounds on May 25. Parking lot
489 construction was progressing and following the projected schedule.
490 House remodel is progressing.
491

492 **9) Director's Reports**

493
494 Manager Pearson publicly recognized Nick Herrera from the Road Department and Troy
495 Niederstadt from the Treasurer's Office for outstanding work in their respective jobs.
496

497 **31. Approval of Resolution 2023-64 a Resolution on BLM's Proposed Rule on**
498 **Conservation and Landscape Health**
499

500 Robert Barber, LANRAC, recommended opposing the proposed rule on conservation and
501 landscape health.
502

503 Commissioner Fischer explained alternative two had wording which stated restoration as opposed
504 to preservation which is something he could support.

Mr. Barber stated he felt the comments were important enough they needed to stand on their own and recommended writing a letter as a separate document, so the comments weren't lost in the shuffle.

Commissioner Pfeffer explained they had been working for two years to get the BLM to engage with Alto and the BLM had refused which was a violation of their obligations to preserve the Snowy River Cave.

Motion: Adopt Resolution 2023-64 on BLM's Proposed Rule on Conservation and Landscape Health as submitted by Robert Barber, **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 D: Copy of Resolution 2023-64 is attached hereto in reference thereto made a part hereof.

16. Approval to Issue a Request for Proposal - Independent Contractor Services for Misdemeanor Compliance Program

Manager Pearson explained the Misdemeanor Compliance Program was a State program where the fees were remitted to the County and paid back out. Attorney Morel explained there was a state requirement that the County be the fiscal agent and the County sees no reporting information. Commissioner Fischer requested the addition of a background investigation and driver's license check. Attorney Morel requested to revisit this agenda item later in the meeting.

19. U.S. Economic Development Administration (EDA) Grants

b. Discussion and Direction Regarding Project Submittals by the County of Lincoln

Dora Batista, South Eastern Economic Development District Council Of Governments, spoke on the Economic Development Administration grant for technical assistance to Lincoln County due to the fire last year. Ms. Batista explained the EDA disaster recovery funds were available for a limited time for the recent fires, both the fires which affected Lincoln County and the fires up north. Ms. Batista stated the Economic Recovery Projects must have a nexus to the fire and to economic development. Ms. Batista explained there was a group discussion about possible uses for the funding to include the fairgrounds which was used as an animal evacuation center during the fires, the fairgrounds could redo the kitchen as an incubator kitchen, which could be used by the college and the extension office, some of the bridges in the county could be included as needing repairs, and a technical capacity grant individual trained as a FEMA consultant could be hired for 3 years and could eventually be included in the County budget. Ms. Batista stated it was an 80% grant with a 20% cash match, and there was a possibility of in-kind support to cover the cash match. Ms. Batista explained it was on a first come first served basis and it would be nice if Lincoln County could get some of the grant funding, so it didn't all go to the fires up north. There was a general consensus to submit an application and work out the details later.

a. Consideration of the Village of Ruidoso's request for a letter of Support

Commissioner Serna stated the letter of support was for the same grant application Dora Batista spoke about previously. Commissioner Serna explained the plan was for a \$17,000,000 event/evacuation center located off Highway 70 next to the Track, which would need to be on land owned by the Village of Ruidoso. Commissioner Serna stated the property was currently held privately; however, it would need to be purchased by the Racetrack and given to the Village of Ruidoso as in-kind support.

Motion: Approve signing the letter of support for the application submitted by the Village of Ruidoso to EDA, **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.

16. Approval to Issue a Request for Proposal - Independent Contractor Services for Misdemeanor Compliance Program (continued)

Attorney Morel explained 31-20-5.1 of the criminal code which stated the County may create a misdemeanor compliance program to monitor compliance with conditions of probation imposed by a District or Magistrate Court. Attorney Morel further explained the Counties program must comply with the AOC guidelines including a rigid background investigation.

Motion: Approval to issue an RFP to provide probation supervision for Lincoln County Magistrate Courts under the Lincoln County Misdemeanor Probation Program guidelines, **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. Discussion and Direction Regarding Leasing the Small House Located on the Fairgrounds Property in Capitan, NM

Manager Pearson stated the Commission authorized the remodel of the small house located on the Fairgrounds property in November 2022 and with it getting close to completion they would need to decide on some contract stipulations and pricing agreements. There was a discussion on the price range for housing in the area.

Attorney Morel detailed some of the terms of the agreement to include the timeframe of July 1, 2023-June 30, 2024, with no occupancy until the certificate of occupancy is received, lease to be renewed annually unless either party chose to terminate it, if employment was terminated the tenant would have 60 days to vacate the premises, rent would be \$1,000/month with up to \$100/week for watchdog/security services, the deposit would be equal to one month's full rent, tenant would pay utilities, there would be a \$100 late fee if rent was not paid within 10 days, no pets allowed, no commercial activities allowed, tenant must maintain the exterior and interior of the premises, no subletting, and if the tenant was not on the premises for 14 days without prior notice it was considered abandonment.

Commissioner Serna recommended \$900/month rent instead of \$1,000/month. Chair Proctor was concerned with the investment of \$75,000 just on material, not including labor, associated with the remodel of the house, and wanted to make sure the return on investment was reasonable.

Motion: Approve the lease of the small house on the fairgrounds property per the details discussed to include monthly rent of \$900 and up to \$400/month for security services, with the lease to begin July 1, 2023, no occupancy allowed until the certificate of occupancy was received and authorizing the County Manager to sign the agreement, **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. Consideration of the Contract Between the County of Lincoln and Desert West Enterprises LLC for the 2022 New Mexico Department of Transportation's Project Fund Micro-Surfacing Roadway Improvements

Jeff Honeycutt, Road Superintendent, explained the type 2 micro-surfacing for 8.5 miles on Schlarb, FFA, Musketball, Juniper Springs and Alpine Village roads, to begin June 26, 2023. Mr. Honeycutt stated a chip-sealed road would normally last 4-5 years, however it could last 10-12 years when micro-surfaced.

Commissioner Fischer was concerned all the activity was on the other side of the County and would like to start looking at other locations in the County, specifically more in his area, for road rehabilitation projects.

Motion: Approve the contract to Desert West Enterprises for micro-surfacing as described, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

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

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

Chair Proctor recessed the Regular Commission meeting at 2:21 PM and reconvened at 2:28 PM.

20. Assessor's Office Items

a. Consideration of Purchasing Short Term Rental Identification Software

Assessor Hill explained the Granicus request and stated the prior request was for the un-incorporated part of the County only however, he would like to expand it to the entire County including the incorporated areas. Assessor Hill stated it was critical that the Assessor's Office obtain this data as the short-term rental properties must be identified and reclassified for assessment purposes both in the incorporated and un-incorporated parts of the County. Commissioner Serna questioned if the Assessor would have a staff member dedicated to determining if the information was being entered accurately. Commissioner Fischer questioned if it was a one-time data dump. Assessor Hill stated it was a daily input and it would be a recurring yearly fee. Manager Pearson explained the original Granicus purchase was paid using Lodger's Tax funds however, they were unable to add the additional \$10k out of Lodger's Tax so this funding request would need to come out of the general fund in the new budget year or out of the re-appraisal fund. Commissioner Fischer questioned the use and balance of the re-appraisal fund. Assessor Hill gave an overview of the re-appraisal fund and stated there was \$289,805.00 in the fund which he had been saving to offset the cost of the new appraisal software package they would like to purchase. Commissioner Serna questioned the \$275,000 for new software being brought forward next month in addition to the software being requested this meeting and the additional \$27,000 in the next item request for the staff certificate pay, there wouldn't be enough in the re-appraisal fund to cover everything the Assessor was asking for.

Attorney Morel explained per statute section 7-38-38.1 subparagraph D stated expenditures from the property valuation fund required a program presented by the Assessor and submitted for approval before the Commission so there should be a plan of how to spend the money with Commission approval. Commissioner Fischer requested a budget from the Assessor to determine how best to use the re-appraisal fund.

Motion: Approve the Assessor's office purchase of Granicus software as presented using the reappraisal funds, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

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

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

- b. Discussion and Direction Regarding SB 324, Increasing the Amount of Additional Compensation a County May Provide to Assessors and Certain Certified Employees in Appraisal Offices.

Assessor Hill explained the incentive pay requested for the employees in the office who received their certificates. Manager Pearson explained the budget would need to reflect the full amount of all the certificates for all the employees since they can become certified at any point, which would increase the budget by \$40,500. Commissioner Serna questioned if the pay increases would increase the benefits and PERA contributions as well. Assessor Hill stated if the Commission were to grant a percentage raise to the employees it would not be added to the certificate pay as well.

Commissioner Fischer questioned all employees being certified and getting the certificate pay when they are not doing the specific job the certificates are required for.

Attorney Morel explained the law was revised to reflect the employees of the Assessor's office be eligible to receive the incentive pay, however it was not required. Attorney Morel stated he did not feel the Assessor's pay should be increased during his term of office. Assessor Hill stated he would not feel the need to have his pay increased and would like to have the employees in his office receive the full pay amount. Manager Pearson stated Statute 4-39-4 deals with the Assessor and 4-39-5 deals with the Appraisers in the Assessor's Office.

Commissioner Fischer stated this was not something which had been budgeted. Treasurer Huddleston explained the PERA would increase on the County side and she felt the 499 fund would be able to sustain the pay increases for the employees.

Motion: Give non-elected employees in the Assessor's Office the certificate pay increase over a two-year period beginning the first day of the 2024 budget, **Action:** Approve, **Moved by** Commissioner Crunk, **None seconded.** Commissioner Crunk rescinded his motion.

Motion: Approval to grant the employees of the Assessor's office full credit for their certifications in accordance with Statute 4-39-5 excluding the Elected Official, beginning July 1, 2023, for FY23 budget year out of the Assessors reappraisal fund 499, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

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

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

708
709 **21. Approval of Lodgers' Tax Requests:**

- 710 a. Event: New Mexico 4x4 Rally
711 Amount Requested: \$10,000
712 Date(s) of Event: 9/21-9/23, 2023
713 Presenter: Garrett LaMay
714

715 Garrett LaMay detailed the first annual 4x4 Rally and stated all trails were approved through the
716 forestry department and they would have liability and waiver forms. Mr. LaMay requested \$10,000
717 and explained it would be used for advertising to include flyers, banners, online promotions, and
718 other advertisements. Mr. LaMay explained they received \$5,000 from the Village of Ruidoso and
719 were requesting \$10,000 from the County.
720

721 **Motion:** Approve \$1,000 for the New Mexico 4x4 Rally, **Action:** Approve, **Moved by**
722 Commissioner Serna, **Seconded by** Commissioner Fischer.

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

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

725 **Abstain:** Commissioner Pfeffer.
726

727 Commissioner Pfeffer questioned if the recommendations had been approved through the
728 Lodger's Tax Committee prior to the Commission Meeting. Manager Pearson stated they had
729 been approved by the Lodger's Tax Committee. Commissioner Pfeffer was concerned if the
730 Committee had recommended approval, why would the Commission not approve their
731 recommendations, and if the Commission was unhappy with the Committee's recommendations,
732 maybe there needed to be additional training. Commissioner Pfeffer requested in the future
733 maybe the Commission could be presented with the requested amount and a Committee
734 recommended amount as well to show they had reviewed it.
735

- 736 b. Event: Ruidoso Grindstone Trail Run
737 Amount Requested: \$5,000
738 Date(s) of Event: 8/25 – 8/26, 2023
739 Presenter: Shane Asbury
740

741 Shane Asbury explained his prior experience and detailed the 9th annual Ruidoso Grindstone Trail
742 Run. Mr. Asbury requested \$5,000 and explained it would be used for advertising.
743

744 **Motion:** Approve the requested \$5,000 for the Ruidoso Grindstone Trail Run, **Action:** Approve,
745 **Moved by** Commissioner Fischer, **Seconded by** Commissioner Crunk.

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

747 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
748 Chair Proctor.
749

750 Chair Proctor recessed the Regular Commission meeting at 3:53 PM and reconvened at 4:00 PM.
751

752 **22. Public Works:**

- 753 a. Approval to File Solid Waste Liens:
754 1. Delores Herrera-\$900.02 (Land#1000170 Delores Herrera)
755 (MH#1008096 Jesus J Rue)
756 2. Robert H. Hawkins and Kathleen A. Hawkins-\$961.56
757 3. Sandra Y. Overstreet and T. Overstreet-\$961.56
758 4. Lewis R. Rumfield and Kelly A. Rumfield-\$1,018.10

5. Dianna Wells-\$902.72
6. Sheila M. Zumwalt-\$890.02
7. Timothy James Sanders-\$1,005.66
8. James Warren Hanson and Katie A. Hanson-\$961.56
9. James Warren Hanson and Katie A. Hanson-\$407.70
10. Guadalupe Gallegos-\$1,259.42 (Land#365552 Guadalupe Gallegos) (MH#1007188 Joe & Fran McDuff)
11. Josephine E. Gutierrez-\$776.94
12. Sandra Herrera-Rue-\$1,259.25 (Land#239000 Sandra Herrera-Rue) (MH#193026 Sandra & Mesha Rue)
13. Beverly Hammond-\$715.40
14. Ginger Trichell-\$715.40
15. Hi Lonesome Ranch-\$715.40
16. Hi Lonesome Ranch-\$402.93
17. James Rupley & Claudia Francisca Rupley-\$709.74
18. Steven Raterman-\$715.40
19. Jonathan L. Blair & Evelyn R. Blair-\$700.09 (Jonathan L & Evelyn R Blair MH#12743) (land#0004625 Jonathan L & Evelyn R Blair)
20. Ruben R Chavez-\$1,491.20 (Land#1007300 Ruben Chaves) (MH#335575 Ruben Chavez)

Motion: Approve filing of the Solid Waste Liens as presented, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner Serna.

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

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

b. Approval to Release and Refile Solid Waste Liens:

1. Cecilia Z. Apodaca - \$2435.69
2. Jayson Long (Land#310015) & Bank of New York Mellon, Trustee (MH# 1004841) - \$2352.78
3. Billy Joe Brady (Land# 237925) & Laura Brady (MH# 223796) - \$2495.08
4. Carolyn Jo Burch, Jordan Lee Ann Burch, & Shaley Faith Amber Burch (Land# 1002366) & Carolyn Burch (MH# 1001519) - \$2335.56
5. Cassandra Chavez - \$2435.56
6. Kimberly Dianne Conner - \$2435.69
7. John Warren Courtney - \$1695.54
8. Harold Corn & Rhonda Weitner (Land#364060) & Harold Corn (MH# 364061) - \$2548.77
9. Cheryl Lynn Mangelsdorf-\$2,435.69

Francesca Herrera, Public Works Director, stated the liens presented were old liens which they would like to refile, so the liens don't time out.

Motion: Approve the release and refiling of the solid waste liens as presented, **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.

809 **23. Discussion and Direction Regarding the Consolidated Solid Waste Ordinances**

810
811 Attorney Morel detailed the ongoing discussion since 2019 in an attempt to consolidate two Solid
812 Waste Ordinances, 2016-02 and 2020-04, into one ordinance.

813
814 Attorney Morel explained Section 13 dealt with exemptions and he felt it needed more clarification.
815 Pertaining to the 300-acre exemption, Commissioner Fischer stated the onus could be placed on
816 the property owner by way of an attestation instead of approval by the County Commission.
817 Regarding the habitable or uninhabitable exemptions, Ms. Herrera stated there was a waiver to
818 request uninhabitable status. Attorney Morel explained the Solid Waste Department would need
819 to have the same definition of uninhabitable as the Assessor's office. Regarding the multi-
820 residence exemptions, Ms. Herrera felt it would be appropriate to charge the first residence the
821 full price and the remaining residences on the same property half price. Attorney Morel also spoke
822 about the MOU currently in place with Corona to take care of the trash services in the northern
823 part of the County. Attorney Morel stated they could look at the possibility of increasing the area
824 which Corona would cover.

825
826 Commissioner Fischer reviewed his list of questions and concerns including the definition of
827 "Premises", the definition of habitable vs uninhabitable, acceptable vs unacceptable waste in
828 regard to cardboard and brush piles, and the lack of due process if the County were to file directly
829 in Magistrate Court without notifying the customer.

830
831 Manager Pearson requested to bring this item back in July with the recommended changes.

832
833 **24. Approval of Code Enforcement Job Description and Hourly Rate of Pay**

834
835 Manager Pearson detailed the newly created Code Enforcement Job Description and hourly rate
836 of pay. Commissioner Serna questioned the ordinance administrator compared to the code
837 enforcement officer and were the duties of each position so much that it wasn't something the
838 ordinance administrator could take care of instead of creating a new position. Commissioner
839 Serna felt the department was overstaffed and did not have enough work to have two full-time
840 positions. Ms. Herrera explained the job duties of the Code Enforcement Officer and stated the
841 ordinance administrator had other job duties as well. Commissioner Fischer requested a better
842 understanding of the job duties of the ordinance administrator to determine if the job was needed
843 or if the job duties could be reassigned to other positions. Commissioner Fischer also requested
844 to include a full background investigation for the Code Enforcement position. Commissioner Serna
845 stated she did not feel personnel were being managed properly.

846
847 **Motion:** Approve the Code Enforcement job description with the addition of a full background
848 investigation, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner
849 Pfeffer.

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

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

852 **No:** Commissioner Serna.

853
854 **25. Review of the County of Lincoln's Infrastructure Capital Improvement Plan for FY**
855 **2025-2029**

856
857 Manager Pearson explained the background of the ICIP process. Commissioner Serna requested
858 a minimum of two meetings at local senior centers, with less than three Commissioners at each
859 to avoid having to create a public meeting, to get public input on what they would like to see

included in the ICIP. Commissioner Pfeffer felt it would be more useful to have the Planning Department hold meetings and visit with constituents to determine what they felt was important and needed to be discussed instead of having the Commission hold the public meetings. Commissioner Fischer would like to have a more organized meeting instead of just visiting with constituents.

Manager Pearson recommended having the Commissioners poll their constituents and his office could gather the list for Commission review and ranking at a future meeting.

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

There were no public hearings to schedule at this time.

29. 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); Limited Personnel Matters, Section 10-15-1, Subparagraph (H)(2); and Collective Bargaining Negotiations, Section 10-15-1, Subparagraph (H)(F)

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); Limited Personnel Matters, Section 10-15-1, Subparagraph (H)(2); and Collective Bargaining Negotiations, Section 10-15-1, Subparagraph (H)(F), **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

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

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

Chair Proctor recessed the Regular Meeting and convened the Closed Session at 5:04 PM.

New or Updated Matters since last report *

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

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

909 **On March 25, 2019, a Notice of Appeal was filed with the N.M. Supreme Court, Case**
910 **No. S-1-SC-37602** On January 8, 2021, the Supreme Court entered its Dispositional Order of
911 Transfer transferring the case to the Court of Appeals for consideration and review.
912

913 **On January 28, 2021, a Dispositional Order was entered transferring the case to the**
914 **NM Court of Appeals for consideration and review. Case No. A-1-CA-39446** On December
915 8, 2022, the case was submitted to a 3 Judge Panel for a decision and, the case is still pending.
916

917 3. **Romero, et al. v. Stone, et al, Cause No. D-1226-CV-2019-00271** Request for
918 Appointment of Guardian Ad Litem for Plaintiffs and Complaint for Violation of Civil and
919 Constitutional Rights, Negligence, Prima Facie Tort and Wrongful Taking was filed on October 9,
920 2019 along with a Jury Demand. Lisa B. Riley is the presiding Judge. The case is still pending.
921

922 4. **Brd. of County Commissioners of Lincoln County v. Amerisourcebergen Drug**
923 **Corp., et. al – U.S. Dist. Court Case No. 2:19-cv-00462** – Complaint for Public Nuisance,
924 Violations of Racketeer Influenced and Corrupt Organizations Act (RICO)... filed on May 20, 2019
925 by Attorneys Robles, Rail & Anaya, P.C., et. al. After receiving no oppositions to the transfer of
926 the case, on June 17, 2019, the case was transferred to the Northern District of Ohio noting that
927 as of December 5, 2017, 1,534 cases have been transferred to Ohio for further proceedings.
928 Settlement has been reached with some of the Defendants and, Lincoln County has begun to
929 receive payments from some of the settling Defendants. The case is still pending.
930

931 5. **Greentree Solid Waste Authority v. Lincoln County, Cause No. D-1226-CV-2014-**
932 **00095** – Compromise and Settlement Agreement and Release executed on December 17, 2015.
933

934 6. **Debra Wilcox v. Board of County Commissioners, Deputy Samuel C. Hanna,**
935 **Caroline McCoy and Former Sheriff Robert Shepperd, Cause No. D-1215-CV-2021-00574**
936 Complaint for Damages was filed on the 2nd day of September, 2021 by Steven Sanders alleging
937 personal injury resulting from an improper and grossly negligent investigation and for “malicious
938 abuse of process”. County Defendants were served on November 2, 2021. The case is still
939 pending.
940

941 7. **Eby Revocable Trust AND William R. Moser v. Lincoln County Assessor, et al,**
942 **Cause No. D-1226-CV-2021-0260** A Notice of Appeal of Decision of Tax Protest Board was filed
943 on the 14th day of December, 2021 by Attorney Zach Cook. On January 27, 2022, New Mexico
944 Counties assigned Attorney Daniel Macke to represent Lincoln County. The case is still pending.
945

946 8. **Crystal Buster v. Board of County Commissioners for Lincoln County, Correctional**
947 **Solutions Group, LLC, et al, Cause No. 2:21-cv-01208** A Complaint for Recovery of Damages
948 Caused by the Deprivation of Civil Rights with a Jury Demand was filed on the 12th day of
949 December, 2021, by Coyte Law P.C., and the Law Offices of Matthew Vance, P.C. The case is
950 still pending.
951

952 9. **Lionel Burns v. Lincoln County Sheriff’s Department; Deputy Daniel Brawley; in**
953 **their individual and official capacities, and Rhonda Burns, Cause No. D-1226-CV-2022-**
954 **00032** A Complaint for Damages was filed on the 4th day of March, 2022, by Clayton E. Crowley,
955 Esq. and Joseph J. Gribble, Esq.
956

957 **On April 22, 2022 the case was removed to the U.S. District Court for the District of**
958 **New Mexico, Cause No. 1:22-cv-000304.** The case is still pending.
959

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. **BB Lane, LLC / 137 Bluebelle Lane** Violation of Lincoln County's Lodgers' Tax Ordinance.
14. **Kendallco, LLC / 29276 Hwy. 70** Violation of Lincoln County's Lodgers' Tax Ordinance.
15. **Copper Ridge Homeowners Association, LLC v. Len Stokes, et al, Cause No. D-1226-CV-2022-00133**. A Complaint for Declaratory Judgment was filed by Plaintiff on July 1, 2022 and an Amended Complaint was filed on August 4, 2022. On January 11, 2022, Judge Daniel A. Bryant entered an Order allowing Plaintiff to further amend its complaint to join the County of Lincoln as a Defendant based upon the County's ownership of Lot 4A in the Copper Ridge Subdivision. The County has yet to be served with the Second Amended Complaint.

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.

Cummins, Sara – Tort Claim Notice received March 27, 2023, alleging unlawful/malicious acts by the Lincoln County Sheriff's Department.

Dorgan, K.C. – Tort Claim Notice received March 27, 2023, alleging unlawful/malicious acts by the Lincoln County Sheriff's Department.

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.

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.

Grassie, Kurtis - Loss of employment with the Lincoln County Sheriff's Office commencing on June 23, 2022.

2021

Cervantez, Adam - Tort Claim Notice received on July 8, 2021 alleging the use of excessive force and related constitutional claims during his arrest on April 22, 2021.

Kieter, Dave; Jakubcewicz, Mark; Riddle, Jasper; Patton, Van – Tort claim Noticed received on July 27, 2021. Claimants each allege damages to personal and real property as a result of the extraordinary flooding experienced throughout Lincoln County.

Myers, Sylvia – Tort Claim Notice received August 30, 2021 alleging that Lincoln County Medical Center's treatment fell below the standard of care.

Siegel, Erik – Tort Claim Notice received August 30, 2021 alleging deprivation of rights involving tort, constitutional rights, and other claims.

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 6:00 PM.

Commissioner Crunk 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.

32. Signing of Official Documents and Authorization to Utilize Electronic/Stamp Signature

The Commissioners gave authorization to use their stamp or electronic signatures.

33. Next meeting:

- a. Thursday, July 6, 2023, Special Commission Meeting
- b. Tuesday, July 18, 2023, Regular Commission Meeting

34. Adjourn

Motion: Adjourn, **Action:** Adjourn, **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.

There being no further business to come before the Board of County Commissioners, Chair Proctor adjourned the meeting at 6:02 PM.

Respectfully submitted by,
Shannan Hemphill
Lincoln County Clerk



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 7

SUBJECT:

Approval of Consent Agenda

- a. Payroll/Accounts Payable/Budget/ Expenditures
- b. Treasurer's Financial Report for the Month ending June 30, 2023
- c. Approval of Resolution 2024-06: Treasurer's 4th Quarter Financial Report
- d. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
- e. Claunch-Pinto Soil & Water Conservation District Mill Levy Rate
- f. Chaves Soil & Water Conservation District Mill Levy Rate
- g. Guadalupe Soil & Water Conservation District Mill Levy Rate
- h. Upper Hondo Soil & Water Conservation District Mill Levy Rate
- i. Restricted Housing Report - Quarter Ending June 30, 2023
- j. Approval of the State of New Mexico Department of Finance and Administration Local Government Division Enhanced 911 Act Grant Program Grant Agreement, Project No. 23-E-26
- k. Approval of Contract No. 2023-24-68030 Between North Central New Mexico Economic Development District Non-Metro Area Agency on Aging and the County of Lincoln - Title III Federal and State Sub-Award Not to Exceed \$495,820.28
- l. Approval of Contract No. 2023-24-68030-S Between North Central New Mexico Economic Development District Non-Metro Area Agency on Aging and the County of Lincoln – Senior Employment Program Host Agency Sub-Award Not to Exceed \$11,300.00.
- m. Approval of Contract No. 2023-24-68030-N Between North Central New Mexico Economic Development District Non-Metro Area Agency on Aging and the County of Lincoln – Nutrition Service Incentive Program (NSIP) Subrecipient Contractor Sub-Award Not to Exceed \$42,804.00.
- n. Approval of Memorandum of Understanding (MOU) Between the Village of Ruidoso and the County of Lincoln as the Administrative Authority for Lincoln County Sheriff's Office for driving While Intoxicated (DWI) Prevention Enforcement Activities and Reimbursement of Costs
- o. Approval of Re-Appointment of James M. Russ II to the Property Tax Protest Board and the Road Review Committee
- p. Approval of Commercial Supply and Lease Agreement Between Pinnacle Propane, LLC and the County of Lincoln
- q. Approval of Work and Financial Plan Between Lincoln County and the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (APHIS-WS) for July 1, 2023 through June 30, 2024

Tuesday, July 18, 2023



County of Lincoln

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

www.lincolncountynm.gov

ACCOUNTS PAYABLE and PAYROLL

The following claims or bills on file with the office of the Lincoln County Manager were examined and approved as paid with checks hereof drawn upon the various County funds according to the check register covering the period from June 1, 2023 through June 30, 2023 in the amount of \$4,216,429.66.

NOW, THEREFORE, the above bills are hereby approved.

ADOPTED, PASSED AND SIGNED the 18th of July, 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

RESOLUTION 2024-06

**A RESOLUTION ADOPTING THE 2022-2023
4th QUARTERLY REPORT
FOR LINCOLN COUNTY**

WHEREAS, the Lincoln County Board of Commissioners, meeting in a regular session on July 18, 2023 did review the 4th quarter 2022-2023 Fiscal Year Quarterly Report and by adoption of the Resolution approved the quarterly Report as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Lincoln County Board of Commissioners hereby respectfully requests approval from the Local Government Division of the Department of Finance and Administration; and

ATTACHMENTS: 4th Quarterly Report 2022-2023

PASSED, APPROVED AND ADOPTED this 18th day of July, 2023.

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

Todd F. Proctor, Chairman

Jon F. Crunk, Vice-Chairman

Pierre S. Pfeffer, Member

Mark G. Fischer, 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

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AGENDA ITEM 7d

July 11, 2023

MEMORANDUM

TO: County Commissioners

FROM: Ira Pearson, Lincoln County 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, all of which are recommended for approval. If approved, the total recommended authorization this month is **\$3,161.57**.

Indigent Health Care Claims: This month our coordinator did not receive any claims to process. Enclosed is a summary of total claims approved and denied, for the month of July.

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 **\$0**.

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 **\$3,161.57**.

Special Note –All 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

SCP / SAFETY NET CARE POOL CLAIMS

FISCAL YEAR 2023 - 2024

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$0.00

ADJUSTMENTS

TOTAL ADJUSTMENTS: \$0.00 \$0.00

JULY # CLAIMS FOR APPROVAL 9

CLAIMS FOR DENIAL 0

JULY # TOTAL CLAIMS 9

JULY TOTAL \$ AMOUNT APPROVED \$3,161.57

TOTAL # CLAIMS THIS FY APPROVED 9

TOTAL # CLAIMS THIS FY DENIED 0

TOTAL # CLAIMS FY 2023 - 2024 9

TOTAL APPROVED THIS FISCAL YEAR \$3,161.57

FACILITY: LINCOLN COUNTY MEDICAL CENTER 07/18/2023 THROUGH 07/18/2023

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
23199	05/25/2023	250.01	192.51	077%
23200	07/21/2022	95.77	73.74	077%
23201	04/21/2023	90.00	69.30	077%
23202	05/19/2023	63.98	49.26	077%
23203	01/27/2023	890.20	685.45	077%
23204	03/17/2023	756.00	582.12	077%
23205	03/30/2023	108.20	83.31	077%
23206	06/26/2023	251.79	193.88	077%
23207	04/07/2023	1600.00	1232.00	077%
			3161.57	

APPROVED- 9 REJECTED-

INDIGENT HEALTH CARE CLAIMS

FISCAL YEAR 2023 - 2024

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$0.00

ADJUSTMENTS

TOTAL ADJUSTMENTS:

JULY # CLAIMS FOR APPROVAL	0
# CLAIMS FOR DENIAL	0
JULY # TOTAL CLAIMS	0

JULY TOTAL \$ AMOUNT APPROVED \$0.00

TOTAL # CLAIMS THIS FY APPROVED	0
TOTAL # CLAIMS THIS FY DENIED	0
TOTAL # CLAIMS FY 2023 - 2024	0

CURRENT TOTAL APPROVED THIS FISCAL YEAR \$0.00

*Assuming the above is approved

INDIGENT FUND MEETING

JULY 18,2023

TOTAL APPLICATIONS	9	3,161.57
TOTAL APPROVED	9	
TOTAL DENIED		

RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		3,161.57
APPROVED-	9	
DENIED-		

Claunch-Pinto

SOIL & WATER CONSERVATION DISTRICT

PO Box 129, Mountainair, NM 87036 Ph: 505-847-2243 Fax: 505-847-0615

Board of Supervisors:

*Felipe Lovato, Jr., Chairman
Jack Lockridge, Vice-Chairman
David Cain, Secretary*

Jack Lockridge Treasurer

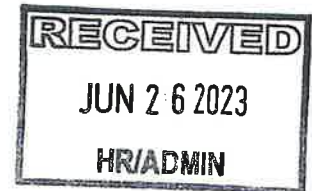
*Larry Gomez, Member
Gerald Chavez, Member
Robin Dunn, Member
Dale Rose, Member*

Staff:

*Dierdre L. Tarr, District Manager
Vernon Kohler, Field Technician*

June 22, 2023

Ira Pearson
Lincoln County Manager
PO Box 711
Carrizozo, NM 88301



Dear Mr. Pearson,

As per the Lincoln County Resolution No. 2023 – 56 I am attaching the following documents from the Claunch-Pinto Soil and Water Conservation District concerning our mil levy:

1. Mil Levy Resolution No. 09 – 2023
2. Letter from the NM Soil and Water Conservation Commission showing the commission approval of the district's mil levy
3. The district legal description as of June 23, 2017.
4. A map of the Claunch-Pinto Soil and Water Conservation District

Please remember our mil levy does include any State Assessed Properties within the District's portion of Lincoln County.

I have also sent a copy of these documents to the Lincoln County Assessor which is required by the State statute that governs soil and water conservation districts.

If you have any questions concerning this, please call me at 505-847-2372/505-847-2243.

Thank you for your assistance. We appreciate all the work you do for us.

Yours truly,

A handwritten signature in blue ink, appearing to read "Dierdre L. Tarr".

Dierdre L. Tarr
District Manager

Enclosures

Claunch-Pinto

SOIL & WATER CONSERVATION DISTRICT

PO Box 129, Mountainair, NM 87036 Ph: 505-847-2243 Fax: 505-847-0615

Mill Levy Rate Resolution # 09 - 2023

WHEREAS the Board of Supervisors was authorized by a referendum held 05/03/99 to establish a mill levy for a period of 10 years, not to exceed the rate of \$1.00 dollar per thousand dollars of the net taxable value of real property within the District; and

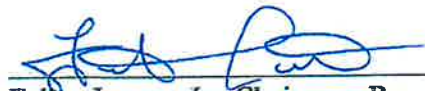
WHEREAS, said referendum was conducted in accordance with provisions of the Soil and Water Conservation District Act [73-20-25 to 73-20-48 NMSA 1978]; and

WHEREAS, the Soil and Water Conservation District Act in Section 73-20-46 provides that if the district is indebted to the United States or the state or any of their respective agencies or instrumentalities, including the New Mexico finance authority, at the time of the expiration of the original authorization, the supervisors may renew the assessment by resolution for a period not to exceed the maturity date of the indebtedness, and no referendum for that renewal is necessary; and

WHEREAS, the Claunch-Pinto SWCD is currently in debt to NM Finance Authority for \$60,000 with a maturity date of 06/01/2027; \$120,000 with a maturity date of 06/01/2028; \$189,712.00 with a maturity date of 05/01/2028; and \$404,645.00 with a maturity date of 05/01/2033.

WHEREAS, this resolution shall not become effective until approved in writing by the New Mexico Soil & Water Conservation Commission.

NOW THEREFORE, on this 10th day of March, 2023 the Board of Supervisors of the Claunch-Pinto Soil & Water Conservation District being in session in accordance with the Open Meetings Act, a quorum being present, and following public discussion does hereby resolve to establish a mill levy at the rate of \$1.00 dollar per thousand dollars of the net taxable value of real property within the District for the 2023 tax year.



Felipe Lovato, Jr., Chairman, Board of Supervisors

This resolution passed on a motion by Jack D. Lockridge
and seconded by Larry Gomez

Vote as follows (enter yea or nay):

Felipe Lovato, Jr.	<u>YES</u>
Larry Gomez	<u>YES</u>
Dale Rose	<u>YES</u>

David Cain	<u>YES</u>
Robin Dunn	<u>YES</u>
Jack Lockridge	<u>YES</u>

Attest: 

Dierdre L. Tarr, District Manager

03/04/2022

COMMISSIONERS
Steve Glass, Region I
Ross Garcia, Region II
Vacant, Region III
Boe Lopez, Region IV
Clint Harden, Region V
Eddie Vigil, Region VI
Cyle Sharp, At-Large

Soil and Water Conservation Commission
MSC APR
P. O. Box 30005
Las Cruces NM 88003-8005
Telephone (575) 646-2642
Fax (575) 646-1540



June 20, 2023

MEMORANDUM

TO: Claunch-Pinto Soil and Water Conservation District

FROM: New Mexico Soil and Water Conservation Commission

SUBJECT: Mill Levy Resolution Approval

The New Mexico Soil and Water Conservation Commission (commission) approved your district's mill levy resolution at its June 20, 2023 meeting. Please let us know if the commission can be of further assistance.



Chaves Soil and Water Conservation District

PO Box 2722

Roswell, NM 88202

575-755-7923

Lincoln County Commissioners
Lincoln County
P.O. Box 711
Carrizozo, New Mexico 88301

April 5, 2023

Dear Sirs:

During the regular meeting of the Chaves Soil & Water Conservation District, the Board of Supervisors passed the enclosed resolution to continue District funding for FY-2024. We are requesting that the levy assessment be set at 1 full mill.

On this 10th day of April 2023, the Board of Supervisors of the Chaves Soil & Water Conservation District, being in regular session and in accordance with the Open Meetings Act and a quorum being present, do hereby resolve that an assessment of 1 full mill per dollar of total taxable valuation of all real property within said district (except such property within the incorporated cities and towns) shall be levied by the county assessor of the counties of Chaves and Lincoln for FY-2024.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Pierce".

For: Joe Barraza., Chairman
Chaves Soil & Water Conservation District

cc: Dept. of Finance & Administration
Local Government Division

JB/jp

CHAVES SOIL & WATER CONSERVATION DISTRICT

Mill Levy Rate Resolution #1 2023-2024

WHEREAS the Board of Supervisors was authorized by a referendum held October 3, 1984 to establish a mill levy not to exceed the rate of one dollar per thousand dollars of net taxable value of real property within the District (except such property within the incorporated cities and towns); and

WHEREAS, the Attorney General of New Mexico in an opinion dated December 4, 2007 stated in 1988 the Soil and Water Conservation District Act [73-20-25 to 73-20-48 NMSA 1978] did not limit the effectiveness of an annual mil levy to a specific number of years for districts that had mil levy's prior to 1988; and

WHEREAS, the legislature did not apply the requirements imposed under the 1989 amendment of Section 73-20-46 to resolutions providing for annual levies under the previous law; and

WHEREAS, said referendum was conducted in accordance with provisions of the Soil and Water Conservation District Act [73-20-25 to 73-20-48 NMSA 1978] previous to the 1989 amendment; and

WHEREAS, this resolution shall not become effective until approved in writing by the New Mexico Soil & Water Conservation Commission;

NOW THEREFORE, on this 10th day of April, 2023 the Board of Supervisors of the Chaves Soil & Water Conservation District being in session in accordance with the Open Meetings Act, a quorum being present, and following public discussion does hereby resolve to establish a mill levy at the rate of one dollar per thousand dollars of net taxable value of real property within the district for the 2023/2024 tax year.

Joe Barraza
Chairman, Board of Supervisors

This resolution passed on a motion by Carrie Hollifield and second by Doug Whitney.

Vote as follows (enter yea or nay):

Chairman: Joe Barraza yea

Vice-Chairman: John Sisk yea

Sec./Treas.: Carrie Hollifield yea

Member: Hoby Bonham yea

Member: Cody Munson yea

Member: Doug Whitney yea

Member: Jerry Vaz yea

Attest: Jennifer Pierce
Administrative Assistant

April 10, 2023
Date

GUADALUPE SOIL & WATER CONSERVATION DISTRICT

586 South 9th Street
Santa Rosa, New Mexico 88435

Mil Levy Rate Resolution: 2023-4-19

WHEREAS, the Board of Supervisors was authorized by a referendum held May 10, 2010 to establish a mill levy for a period of 10 years, not to exceed the rate of one dollar per thousand dollars of the assessed value of real property within in the district; and

WHEREAS, said referendum was conducted in accordance with provisions of the Soil and Water Conservation District Act [73-20-25 to 73-20-48 NMSA 1978]; and

WHEREAS, the Soil and Water Conservation district Act in Section 73-20-46 provides that if the district is indebted to the United States or the state or any of their respective agencies or instrumentalities, including the New Mexico Finance Authority, at the time of the expiration of the original authorization, the supervisors may renew the indebtedness, and no referendum for the renewal is necessary; and

WHEREAS, at this time Guadalupe Soil and Water Conservation District is indebted to the New Mexico Finance Authority in the amount of \$14,397.00 and

WHEREAS, this resolution shall not become effective until approved in writing by the New Mexico Soil & Water Conservation Commission;

NOW, THEREFORE, on this 19th day of April 2023 the Board of Supervisors of the Guadalupe Soil & Water Conservation District being in session in accordance with the Open Meetings Act, a quorum being present, and following public discussion does hereby resolve to establish a mill levy at the rate of one dollar per thousand dollars of the assessed value of real property with the District for the 2023 tax year.

This resolution passed on a motion by

Frank Madrid

and second by

Jose R. Lucero

Votes as follows (enter yea or nay)

Vincent Cordova, Chairman

yes

WRC

Jose R. Lucero, Vice-Chairman

yes

Jose R L

Mark Padilla, Treasurer

yes

Frank Madrid

Frank Madrid, Member

yes

Tito Romero, Member

yes

Earl Sena, Member

Mary S Porra

Mary Baca, Member

Attest:

Gloria Gage
Gloria Gage, District Clerk, Guadalupe Soil and Water Conservation on April 19, 2023

UPPER HONDO SOIL & WATER CONSERVATION DISTRICT

P. O. Box 900, 267 Main Road, Capitan, NM 88316

PH: (575) 354-2220

Website: uhswcd.com

Email: upperhondo@uhswcd.com

Supervisors:

David Cox, Chairman

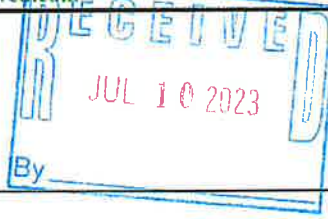
Jason Price, Vice-Chairman

Jackie Powell, Secretary/Treasurer

Staff:

Judy Bock, District Manager - upperhondo@uhswcd.com

Wanda Schmidt, Conservation Assistant - wanda@uhswcd.com



Stacey Mills, Member
Richard Montoya, Member
Robert Barber, Member
Vacant, Member

June 29, 2023

Lincoln County Tax Assessor

Attn: Walter Hill

P. O. Box 38

Carrizozo, NM 88301

RE: Fiscal Year 2024 Mill Levy

To Mr. Hill:

Please find enclosed a copy of the Upper Hondo Soil and Water Conservation District's (SWCD) resolution establishing the mill levy rate for fiscal year 2024 for your information. A copy of the New Mexico Soil & Water Conservation Commission's approval is also enclosed.

This is the same rate as last fiscal year. Please collect our mill levy at the rate of 0.75 dollars per thousand dollars beginning with the property tax billing to be issued in December 2023.

If you have any questions, please contact the office staff at 575-354-2220.

Sincerely,



David Cox, Chairman

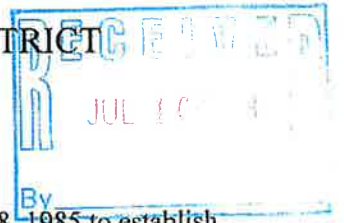
Upper Hondo Soil & Water Conservation District

DC:jb

Enclosures

STATE OF NEW MEXICO
UPPER HONDO SOIL & WATER CONSERVATION DISTRICT
RESOLUTION VII

RE: Mill Levy Rate Resolution 2023-2024



WHEREAS the Board of Supervisors was authorized by a referendum held February 28, 1985 to establish a mill levy not to exceed the rate of one dollar per thousand dollars of net taxable value of real property within the District; and

WHEREAS, the Attorney General of New Mexico in an opinion dated December 4, 2007 stated in 1988 the Soil and Water Conservation District Act [73-20-25 to 73-20-48 NMSA 1978] did not limit the effectiveness of an annual mil levy to a specific number of years for districts that had mil levy's prior to 1988; and

WHEREAS, the legislature did not apply the requirements imposed under the 1989 amendment of Section 73-20-46 to resolutions providing for annual levies under the previous law; and

WHEREAS, said referendum was conducted in accordance with provisions of the Soil and Water Conservation District Act [73-20-25 to 73-20-48 NMSA 1978] previous to the 1989 amendment; and

WHEREAS, this resolution shall not become effective until approved in writing by the New Mexico Soil & Water Conservation Commission;

NOW THEREFORE BE IT RESOLVED, that the Governing Body of Upper Hondo SWCD, State of New Mexico being in session in accordance with the Open Meetings Act, a quorum being present, and following public discussion does hereby resolve to establish a mill levy at the rate of 0.75 cents per thousand dollars of net taxable value of real property within the District for the 2023-2024 tax year.

RESOLVED: in session this 11th day of April, 2023

David Cox
David Cox, Chairman
Upper Hondo Soil & Water Conservation District

4/11/2023
Date

This resolution passed upon motion by: Robert Barber and seconded by Lela Wright.
David Cox Yea; Jason Price Yea; Jackie Powell Absent; Richard Montoya Yea;
Lela Wright Yea; Robert Barber Yea.

STATE OF NEW MEXICO)
) ss.
County of Lincoln)

The foregoing instrument was acknowledged before me this 11th day of April, 2023 by David Cox, Chairman of the Upper Hondo Soil and Water Conservation District Board of Supervisors.

Mary J. Bock
Notary Public

My commission expires Aug 21st, 2023.

STATE OF NEW MEXICO
NOTARY PUBLIC
MARY J. BOCK
COMMISSION # 1089020
COMMISSION EXPIRES 08/21/2023

COMMISSIONERS
Steve Glass, Region I
Ross Garcia, Region II
Vacant, Region III
Boe Lopez, Region IV
Clint Harden, Region V
Eddie Vigil, Region VI
Cyle Sharp, At-Large

Soil and Water Conservation Commission

MSC APR

P. O. Box 30005

Las Cruces NM 88003-8005

Telephone (575) 646-2642

Fax (575) 646-1540



June 20, 2023



MEMORANDUM

TO: Upper Hondo Soil and Water Conservation District
FROM: New Mexico Soil and Water Conservation Commission
SUBJECT: Mill Levy Resolution Approval

The New Mexico Soil and Water Conservation Commission (commission) approved your district's mill levy resolution at its June 20, 2023 meeting. Please let us know if the commission can be of further assistance.

STATE OF NEW MEXICO
UPPER HONDO SOIL & WATER CONSERVATION DISTRICT
RESOLUTION VII

RE: Mill Levy Rate Resolution 2023-2024

WHEREAS the Board of Supervisors was authorized by a referendum held February 28, 1985 to establish a mill levy not to exceed the rate of one dollar per thousand dollars of net taxable value of real property within the District; and

WHEREAS, the Attorney General of New Mexico in an opinion dated December 4, 2007 stated in 1988 the Soil and Water Conservation District Act [73-20-25 to 73-20-48 NMSA 1978] did not limit the effectiveness of an annual mil levy to a specific number of years for districts that had mil levy's prior to 1988; and

WHEREAS, the legislature did not apply the requirements imposed under the 1989 amendment of Section 73-20-46 to resolutions providing for annual levies under the previous law; and

WHEREAS, said referendum was conducted in accordance with provisions of the Soil and Water Conservation District Act [73-20-25 to 73-20-48 NMSA 1978] previous to the 1989 amendment; and

WHEREAS, this resolution shall not become effective until approved in writing by the New Mexico Soil & Water Conservation Commission;

NOW THEREFORE BE IT RESOLVED, that the Governing Body of Upper Hondo SWCD, State of New Mexico being in session in accordance with the Open Meetings Act, a quorum being present, and following public discussion does hereby resolve to establish a mill levy at the rate of 0.75 cents per thousand dollars of net taxable value of real property within the District for the 2023-2024 tax year.

RESOLVED: in session this 11th day of April, 2023

David Cox
David Cox, Chairman
Upper Hondo Soil & Water Conservation District

4/11/2023
Date

This resolution passed upon motion by: Robert Barber and seconded by Lela Wright.
David Cox Yea; Jason Price Yea; Jackie Powell Absent; Richard Montoya Yea;
Lela Wright Yea; Robert Barber Yea.

STATE OF NEW MEXICO)
) ss.
County of Lincoln)

The foregoing instrument was acknowledged before me this 11th day of April, 2023 by David Cox, Chairman of the Upper Hondo Soil and Water Conservation District Board of Supervisors.

Mary J. Bock
Notary Public

My commission expires Aug 21st, 2023.

STATE OF NEW MEXICO
NOTARY PUBLIC
MARY J. BOCK
COMMISSION # 1089020
COMMISSION EXPIRES 08/21/2023

[Lincoln County] Detention Center
 Restricted Housing Quarterly Report
 Reporting Quarter: April thru June 2023

o Age	Gender	Ethnicity	Reason for Placement	Date Placed	Date Released
28	1	6	3	03/27/2023	04/19/2023
34	1	9	3	03/27/2023	04/10/2023
41	1	5	3	03/27/2023	04/01/2023
29	1	9	3	03/28/2023	04/10/2023
22	1	5	3	04/06/2023	06/06/2023
29	1	5	3	04/06/2023	05/24/2023
34	1	9	3	03/28/2023	04/11/2023
21	1	9	3	04/09/2023	04/24/2023
34	1	9	3	04/09/2023	04/24/2023
35	1	5	3	04/09/2023	04/19/2023
34	1	5	3	04/22/2023	04/28/2023
47	1	5	3	04/26/2023	06/01/2023
31	1	5	3	04/30/2023	05/20/2023
31	1	5	3	04/30/2023	05/28/2023
28	1	6	3	05/25/2023	06/01/2023
28	1	6	3	05/30/2023	06/09/2023
30	1	6	3	06/13/2023	06/20/2023
28	1	6	3	06/13/2023	06/28/2023
46	1	9	3	06/13/2023	06/23/2023
34	1	9	3	06/13/2023	
20	2	5	3	06/19/2023	
28	2	6	3	06/19/2023	
29	2	5	3	06/19/2023	

Administrator's Name: Pauline Tope Assistant Warden

Date: 7-5-2023
 Signature: 



New Mexico
Department of Finance
and Administration

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Governor Michelle Lujan Grisham
Cabinet Secretary Designate Wayne Propst

Local Government Division
Wesley Billingsley, Division Director

June 21st, 2023

Yvonne Petty
PSAP Manager, Lincoln County Sheriff's Office
300 Central Ave
Carrizozo, NM 88301-0278

Subject: Fiscal Year 2024 E-911 Grant Agreement

Dear: **Ms. Petty**

Attached is the **County of Lincoln** fiscal year 2024 (FY24) E-911 Grant Agreement. This Grant Agreement reflects the **County of Lincoln** approved budget by the State Board of Finance for FY24. As the official Grantee representative responsible for the overall supervision of this grant agreement, please route the attached grant agreement for approval by your fiscal agent and signature by an Authorized Signatory.

Grant Agreements will be e-signed and executed via DocuSign. Please provide the email address for the identified authorized signatory for the fiscal agent and an envelope will be sent via DocuSign for their signature.

After the Local Government Division (LGD) signs the grant agreement, we will provide the fully executed grant agreement to you for your records. Once the grant agreement is fully executed, LGD can begin making payments for FY24 expenses.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen Weinkauf".

Stephen Weinkauf, E-911 Bureau Chief
Local Government Division

Attachment: FY24 E-911 Grant Agreement

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 24-E-26

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **County of Lincoln**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “**Act**”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “**Enhanced 911 Requirements**” or “**E-911 Rules**.”); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“**PSAP**”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the **Public Safety Answering Points (PSAPs)** at the **County of Lincoln**, which also provides **E-911 related services to County of Lincoln (excluding Ruidoso)**, as well as **E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware**; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of “**Grantee**” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on **June 20, 2023**, the State Board of Finance awarded the Grantee **\$386,877.00** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2023**, through **June 30, 2024**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$386,877.00** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.*

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

C. This Grant Agreement incorporates all agreements, covenants and understandings between the parties concerning the subject matter of this Grant Agreement and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Grant Agreement.

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: **Yvonne Petty**
Title: **PSAP Supervisor**
Address: **P.O. Box 278**
Carrizozo, NM 88301-0278

Phone: **575-648-2341**
Fax: **515-648-2862**
Email: **ypetty@lincolncountynm.gov**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: **Stephen Weinkauff, or his successor**
Title: **E-911 Bureau Chief**
Address: **Department of Finance and Administration**
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, New Mexico 87501

Phone: **505-660-3637**
Fax: **505-827-4948**
Email: **Stephen.Weinkauff@dfa.nm.gov**

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Authorized Signatory

Date

Ira Pearson

(Printed Name)

County Manager

County of Lincoln

(Title, Organization)

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By:  _____
Wesley Billingsley, Local Government Division Director

7/5/2023

Date

Exhibit A**PSAP Annual Report
DUE JUNE 30th, 2024**

Please complete the PSAP Annual Report on-line at: [PSAP Annual Report Form](https://docs.google.com/forms/d/e/1FAIpQLSdI8-hUvKZ5By19g2JfzPP7UR4k7a6NSatPI0-M3oaLCijKOQ/viewform?usp=sf_link). Or copy and paste this link into your browser: https://docs.google.com/forms/d/e/1FAIpQLSdI8-hUvKZ5By19g2JfzPP7UR4k7a6NSatPI0-M3oaLCijKOQ/viewform?usp=sf_link

The name and photo associated with your Google account will be recorded when you upload files and submit this form. Your email is not part of your response. Any files that are uploaded will be shared outside of the organization they belong to.

(SAMPLE)

Section 10.6.2.11 D(8)	
Section	PSAP Input
PSAP Name:	
Respondent contact information:	
Exact Address of the PSAP (No P.O. Boxes)	
Number of E911 Call System positions: (if a position is used for both call taking and dispatching, list it as such)	
Number of Radio Dispatch positions:	
MIS System, include make and model:	
Mapping Server, include make and model:	
911 Call system, include make and model:	
911 Call System operating software version:	
Radio System, include make and model:	
Logging recorder, include make and model	
UPS (for 911 Equipment):	
Back-up Generator:	
Number and type of dedicated CAMA/911 circuits. Wireline/Wireless:	
PSAP Manager or coordinator and alternate: contact name, phone numbers, and email address:	
PSAP Training officer name, phone number, and email address	
MSAG coordinator name, address, phone number, and email address:	

Section 10.6.2.11 D(8)	
Section	PSAP Input
GIS representative name, phone number, and email address:	
CAD system, include make and model:	
10-digit administrative number: Each PSAP shall maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
PSAP insurance provider name, point of contact, and policy numbers as proof of hazard and liability insurance: (add file)	
List Back-up PSAP(s):	
Secondary PSAPs within your county: Note: "a PSAP to which 911 calls are transferred from a primary PSAP." A secondary PSAP does not receive any direct 911 calls. It only received 911 calls as transfers from another PSAP. e.g., Sheriff's office or Tribal agencies you transfer 911 calls to or do not dispatch for.	
Attach any JPA and MOU(s) documenting agreement(s): (add file)	
Upload established procedure to handle calls from speech and hearing-impaired individuals: (add file)	
Upload developed procedures for handling unanswered or silent 911 calls: (add file)	
Number of certified telecommunicators and dispatchers	

Section 10.6.2.11 D(8)	
Section	PSAP Input
Upload Certified Dispatcher roster: (add file)	
Is your PSAP Emergency Medical Dispatch certified?	<input type="radio"/> Yes <input type="radio"/> No
Are there plans to purchase, install, or upgrade to a NG911 capable CAD? If so when is the expected upgrade?	
Are there plans to purchase, install, or upgrade to a new Radio System? If so when is the expected upgrade?	
List current MOU(s) in place with neighboring agencies, municipalities, and counties. <ul style="list-style-type: none"> ▪ MOU(s) for overlapping dispatch jurisdiction. 	

Exhibit B**Federal 911 Resource Center Report**
DUE JANUARY 30th, 2024

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant**Exhibit C****Local Government Division****Department of Finance and Administration**

Grantee:	County of Lincoln	Grant Award:	386,877
Address:	PO Box 711 Carrizozo, New Mexico 88301	Project Number:	24-E-26
Telephone:	(575) 648-2385	Grant Period:	July 1, 2023 - June 30, 2024
Number of Funded PSAP Positions:		4	

Budget Line Items	Total Budgeted Amount
Capital	
E-911 Equipment Upgrades	
NextGen 9-1-1 ESInet & NGCS	43,752
Dispatch Software	
Recorder	
UPS/Generator	83,079
Capital Subtotal	126,831
Recurring Network/Managed Services	
E-911 Voice Network	63,186
Data Network	1,500
NextGen 9-1-1 ESInet	63,527
NextGen 9-1-1 NGCS	27,119
Wireless Cost Recovery	-
Recurring Network/Circuit Subtotal	155,332
Recurring Maintenance	
System Maintenance	74,186
Recurring Maintenance Subtotal	74,186
Services/Training	
911 Related Training	4,500
911 Related GIS	2,000
911 Consulting Services	
GIS Consulting Services	21,429
Interpretive Services	600
Minor Equipment	2,000
Services/Training Subtotal	30,529
TOTAL	386,877



North Central New Mexico
Economic Development District
Non-Metro Area Agency on Aging
3900 Paseo Del Sol Santa Fe, New Mexico 87507
505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com



June 23, 2023

To: Subrecipient Contractor

From: Neil Segotta, AAA Director

Re: FY23-24 Contracts

Attached you will find the FY23-24 contracts pertaining to your program. Please read, review, and obtain authorized signatures on all documents, and submit via the link provided with the appropriate naming conventions.

Providename.FY24TitleIII

Providename.FY24NSIP

Providename.FY24SEP

Ex. RioArriba.FY24.pdf (or .doc)

Monthly Expenditure

An initial payment of 12.5% of State funds will be distributed to those Providers who request, in writing, that they wish to access them. Remember, this initial payment must be accounted for by the Provider, and expenditures must be allocated to these funds.

Feel free to contact me at neils@ncnmedd.com or Nancy at nancyam@ncnmedd.com if you have any questions.

Thank you.

Neil

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

TITLE III FEDERAL AND STATE SUB-AWARD

This Agreement is made and entered into this 1st day of July 2023, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the “Agency” and Lincoln County, hereinafter referred to as the “Subrecipient Contractor.”

The Agency’s Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department, and the Agency.

1. SCOPE OF SERVICES

- A. Services. The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Subrecipient Contractor application or Service Delivery Plan attached by reference.
- C. Deliverables. The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor’s submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
- D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include people aged 50 through 59 for services provided with state funding only. Target populations for each service may vary according to the service provided.

- E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$495,820.28**. Said aggregate amount is to be derived from the following sources.
1. **\$27,758.83** from Title III-B of the OAA [Assistance Listing Number 93.044].
 2. **\$46,885.35** from Title III-C1 of the OAA [Assistance Listing Number: 93.045].
 3. **\$25,509.05** from Title III-C2 of the OAA [Assistance Listing Number: 93.045].
 4. **\$.00** from Title III-D of the OAA [Assistance Listing Number: 93.043].
 5. **\$.00** from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
 6. **\$395,667.05** from the NMGAA-State/HB-2
- F. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor, and expenditures must be allocated to these funds.
- G. Payment for services shall be consistent with all applicable federal and state laws and regulations.
- H. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractor's own risk, and the Agency shall not be liable for such expenditures.
- I. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient

Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

- J. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.
- K. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.
- L. Subrecipient Contractor shall track and report all information needed for the State Program Report for Administration for Community Living (ACL) through the Older Americans Act Performance System (OAAPS). Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by OAAPS and state and federal reporting requirements.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
 - 1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
 - 2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
 - 3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data should be recorded daily.
 - 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted.
 - 5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
 - 6. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required

to be forwarded to the Agency. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.

7. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA.
8. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.
9. Submit contingency plan to address unforeseen circumstances when service delivery is threatened.
10. At a minimum, attend two (2) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings). Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
11. Submit timely and accurate information necessary for reimbursement.
 - a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.
 - b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditures. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year. The Subrecipient Contractor shall submit to the Agency utilizing OAA-SYS system provided by the Agency.
 - c. Supporting documentation to validate reported expenses to include general ledger, purchase orders, and invoices.
 - d. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, are due by the 15th business day of the month following the end of the quarter.
 - e. Quarterly program narrative reports by the 15th business day of the month following the end of the quarter.
12. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
13. Subrecipient Contractor agrees to bill Medicaid, or contract with the Agency to bill Medicaid, for Medicaid-eligible consumers enrolled in Medicaid-eligible services.

14. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency further abides to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. **ASSURANCES**

A. *Americans with Disabilities Act of 1990 –*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*

The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services available under the agreement are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*

The Subrecipient Contractor shall comply with the Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

- D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- F. *Financial Management*
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.
- G. *Budget Adjustment*
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Under no circumstances may budget adjustment request(s) be submitted to the Agency later than March 15th unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.
- H. *Incentive Compensation*
Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is unallowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.
- I. *Independent Audit*
The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2023, through June 30, 2024. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.
1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
 2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
 3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

J. *Equal Opportunity Compliance*

The Subrecipient Contractor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

K. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature; New Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

L. *Non-Discrimination Service Delivery.*

The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

M. *Targeting and Outreach.*

The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section

2.A.2. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

N. *Consumer Feedback.*

The Subrecipient Contractor shall utilize the standardized survey instrument to obtain and evaluate consumer opinions of the quality of services received.

O. *Emergency Preparedness Requirements.*

The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

- a. Subrecipient Contractor shall complete and submit the Agency's Contingency & Emergency Preparedness Response Plan annually.
- b. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in a format provided by the Agency; currently contained within the Contingency & Emergency Preparedness Response Plan.
- c. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
- d. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
- e. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
- f. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

4. TERM

This Agreement shall begin on July 1, 2023, and terminate on June 30, 2024, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

5. TERMINATION

- A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred

for performance prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

- A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:
1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.
 2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
 3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

- B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:
1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.
 2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation awarded to the Subrecipient Contractor.
 3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
 4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
 5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
 6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have

the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF SUBRECIPIENT CONTRACTOR

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

10. SUBCONTRACTING

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under

this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT

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

16. MERGER

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. WORKERS COMPENSATION

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate

the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

25. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this 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 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.

27. NOTICES

Any notice required to be given to either 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:

AGENCY:

NCNMEDD Non-Metro AAA
Neil Segotta, AAA Director
3900 Paseo Del Sol
Santa Fe, NM 87507

SUBRECIPIENT CONTRACTOR:

Lincoln County

28. INSURANCE

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

30. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2023.

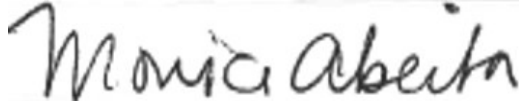
Lincoln County
Legal Name of Subrecipient Contractor

Signature

Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging



Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

July 1, 2023

Date

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging
SENIOR EMPLOYMENT PROGRAM HOST AGENCY SUB AWARD**

This Agreement is made and entered into this 1st day of July 2023 by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and Lincoln County, hereinafter referred to as the "Host Agency".

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Host Agency will administer a State Funded Senior Employment Program following established New Mexico Aging & Long-Term Services Department (ALTSD) and the NCNMEDD Non-Metro AAA Employment Program Guidelines, which are incorporated by this reference, and by other policies and procedures relating to the ALTSD Employment Program. The Host Agency will, through this contract, offer part-time community service assignments to persons who are 55 years of age or older, residents of New Mexico, and have a gross family income that meets the income eligibility requirements specified in the Older Americans Act §518 Paragraphs (3) and (4) and 20 CFR Part 641; and have participated in SEP for less than 48 months (4 years) since July 1, 2023. Responsibilities will include:

- A. The Host Agency will hire and maintain individuals enrolled in the State funded Senior Employment Program.
- B. The Host Agency will pay wages that are at least the federal, state, or local minimum wage, whichever is higher, for community service assignments. Total hours shall not exceed twenty (20) hours per week, unless previously authorized in writing by the Agency.
- C. The Host Agency shall ensure that all enrollees receive employment-related training and shall:
 - a. Establish an Individual Employment Plan (IEP) for each enrollee.
 - b. Base the plan on each enrollee's employment goal.
 - c. Establish steps in the IEP for each enrollee to reach their goal, including training and supportive services.
 - d. Implement the steps established in the IEP.
 - e. Review and update the IEP at least once per year.
- D. The Host Agency shall provide enrollees with sick, administrative, and holiday leave, a physical examination, and workers' compensation insurance.
 - a. Annual Physical Examination: All enrollees are offered a physical examination at no cost at enrollment and each succeeding year. The results are provided

- only to the enrollee; the Host Agency simply pays the cost. Enrollees who decline physical exams are asked to sign “waivers” of this benefit.
- b. Sick Leave-accrued sick leave will not be paid upon exit from the program and will not carry over from one program year to the next. The Host Agency shall maintain a record of hours earned and used.
 - c. Holiday Leave: If a Host Agency is closed for any holiday on which an enrollee is scheduled to train, the enrollee is to be paid as scheduled. If a Host Agency is open on a holiday, the enrollee is expected to report for training as scheduled. If an enrollee is not scheduled to train on a day that is a holiday, the enrollee will have the day off, but will not be paid for the day.
- E. Leave Without Pay:
- a. An enrollee may be absent from his or her community service assignment for an extended period for health reasons. When his/her accrued sick leave is exhausted, an enrollee may be allowed up to four (4) pay periods (eight weeks) of leave without pay. If the enrollee can return to training within four pay periods, he/she is eligible to return without re-applying.
 - b. An enrollee may be assigned to a new Host Agency after such an absence, depending upon medical restrictions. If the enrollee is unable to return after eight weeks, he/she will be exited from the program but is eligible to re-apply. Re-application will be processed as if the enrollee were any other applicant, with a new start date. Any accrued leave time will be forfeited.
 - c. For other reasons: Leave without pay for other reasons may be granted for up to two pay periods (four weeks) with prior approval of both the Host Agency supervisor and Agency Director (Non-Metro AAA).
- F. Administrative Leave: This benefit is granted by the Non-Metro AAA for up to five consecutive days if any of the following occur:
- a. An enrollee has suffered a traumatic job-related incident and needs respite or treatment.
 - b. An enrollee poses a threat to him/herself or to others (leave is to be granted immediately and local law enforcement notified).
 - c. An enrollee is needed to provide aid and relief to a community suffering from a disaster.
 - d. An enrollee has a scheduled job interview.
 - e. An enrollee is chosen to serve on a jury or as an expert witness in a legal proceeding during regularly scheduled training hours (any payment received for these services must be remitted to the Employment Programs Bureau).
 - f. Special situations, such as a death in the family or similar times when the host agency would normally grant such leave.
- G. Workers’ Compensation Insurance: The SEP covers enrollees under the provision of the New Mexico Workers’ Compensation Act. As such, it is very important that the tasks assigned to each enrollee and the time and days the enrollee is training is identified and documented. Workers’ Compensation Insurance may cover the following:

- a. 100% of all medical expenses incurred for job-related accidents or illness.
 - b. Weekly indemnity payments if an enrollee is forced out of training by an injury for more than seven days.
 - c. Funeral expenses; and
 - d. Death benefits to dependents.
- H. The Host Agency will perform all related personnel and payroll functions properly and completely pursuant to generally accepted accounting principles for 1 half-time positions during the contract period beginning July 1, 2023.
- I. The Host Agency will maintain individual personnel files for each enrollee, containing at the minimum: a completed and signed Program Intake Form, along with documentation verifying, age, family size, and family income; signed and completed forms identified in the Enrollee Intake Packet which is incorporated by this reference; annual eligibility verification; annual physical exam waiver or invoices; an annual supervisory assessment; signed grievance and appeal procedures; updated task descriptions; an Individual Employment Plan; signed "Acknowledgement of Terms of community Service and Training Agreement; and documentation regarding training received during contract period. Signed time sheets with up to date and correct leave balance information must be maintained for review by the Agency and provided as requested.
- J. The Host Agency will prepare and submit monthly financial and quarterly programmatic reports using formats requested by the Agency. Reports will be due the 5th day following the end of the preceding month or quarter for which the report is being prepared. Documentation of hours worked, leave accruals, by enrollee will be provided upon request by the Agency.
- K. The Host Agency will provide training and assistance to work sites. Training efforts may be coordinated with the Agency.
- L. The Host Agency will provide training, counseling, and other supportive services to each enrollee and will maintain documentation of each activity performed.
- M. The Host Agency will train and supervise enrollees as employees, entitled to all rights, privileges, and responsibilities contained within the Host Agency Personnel Policies except for Health Insurance, Pension Plan Benefits and Unemployment Benefits.
- N. The Host Agency will report all on-the-job accidents by calling the Agency within twenty-four (24) hours. Complete a workers' compensation report of the accident and provide all requested follow-up. Payment and reporting are the responsibility of the Host Agency.
- O. The Host Agency will ensure supervisors and necessary staff, as determined by the Agency, are available for annual on-site assessment and monitoring visits conducted by the Agency.
- P. The Host Agency will establish a work schedule with the enrollee and adhere to that schedule to the extent possible.
- Q. The Host Agency will assure that enrollee(s) do not donate or volunteer extra hours at work sites unless the volunteer work is substantially different than that required by their subsidized positions. Evidence of assurance will be demonstrated by enrollee

- signature on the “Acknowledgement of Terms of Community Service and Training Agreement”.
- R. The Host Agency will provide the enrollee with job-related orientation on a timely basis, day-to-day direct supervision, instruction, training, and supportive services.
 - S. The Host Agency will conduct and document an annual evaluation of the enrollee’s job performance.
 - T. The Host Agency shall ensure that enrollees do not engage in political or religious activities on subsidized time.
 - U. The Host Agency will update job task descriptions and schedules, at least annually.
 - V. The Host Agency will re-certify the eligibility of the enrollees on an annual basis and submit by April 30, 2024, to the Agency for review and approval.
 - W. The Host Agency will communicate regularly with the enrollee regarding his/her job performance and document such communication in the enrollee’s personnel file. Both strengths and deficient should be documents.
 - X. The Host Agency will furnish any tools, equipment, and supplies required by the enrollee to perform his/her assignments with the Host Agency.
 - Y. The Host Agency will provide enrollees with a workplace that is safe, pleasant, healthy, and free from drugs and alcohol.
 - Z. The Host Agency will provide time, if necessary, during the enrollee’s work schedule to attend enrollee meetings, training, and job interviews.
 - AA. The Host Agency will not displace or replace existing employees with an enrollee by reducing hours, employment benefits, layoffs, or requiring the enrollee to perform the work duties of a person on layoff status.
 - BB. The Host Agency will notify the Agency of any changes that may affect the enrollee’s eligibility such as marital status, family size, income, or other employment.
 - CC. The Host Agency will notify the Agency within twenty-four (24) hours of any enrollee resignations, terminations, or vacancies.
 - DD. The Host Agency will cooperate and coordinate with the Agency regarding any Older Worker initiatives including publicity in the community regarding the program, developing waiting lists, or identifying eligible applicants for future placement.
 - EE. The Host Agency will ensure compliance with the New Mexico Caregivers Criminal History Screening Act.
 - FF. The Host Agency shall provide grievance and appeal procedures to enrollees at the time of enrollment and with any notice of disciplinary action or program ineligibility. A signed copy of such document will be submitted to the Agency.
 - GG. The Host Agency will ensure that enrollees do not participate in SEP for more than 48 months (four years) starting July 1, 2023, and shall notify enrollees in writing at least 30 days before their durational limit.

To assist the Host Agency, the Agency will:

- a. Provide consultation and technical assistance, as requested by the Host Agency.

- b. Conduct monitoring visits and/or assessment at least once annually for purposes of determining continued enrollee eligibility and Host Agency compliance with required rules and regulations.
- c. Provide training to supervisors and enrollees on the rules and regulations of the program.
- d. Review the re-certification documents of the enrollee on an annual basis, to ensure eligibility.
- e. Review the Equitable Distribution as determined by the Aging & Long-Term Services Department in the event a vacancy occurs.
- f. Provide assistance to the Host Agency and enrollee in an effort to obtain unsubsidized employment for said enrollee.
- g. Establish and maintain staff to perform management functions of the program.

2. Compensation and Method of Payment

The Agency will compensate the Host Agency an amount not to exceed **\$11,300.00** for the provision of Senior Employment Program host agency services.

Payments will be made as follows:

- A. General Appropriations Act: The Agency shall pay the Host Agency an amount not to exceed **\$11,300.00**.
- B. The Host Agency shall bill the Agency each month for services rendered in the previous month in a format determined by the Agency. Monthly expenditure reports are due no later than the 5th day of each month. In no event shall any assessment charge be made against the Agency for extra fees, interest, or penalties, nor shall the Agency's failure to make timely payments make it liable as herein provided. Notwithstanding any of the terms, and conditions of said payment, all payments by the Agency are contingent upon the Host Agency's full compliance to the terms, provisions, and conditions of this Agreement. The Agency reserves the right to withhold payment of any bill or any portion thereof in which a discrepancy, as determined by the Agency, exists.
- C. Payments to the Host Agency may be withheld or denied by the Agency for expenditures which are not authorized by or are in excess of the regulations, terms and conditions contained in this Agreement, approved revisions or for expenditures which are not properly documented or substantiated by the Host Agency. The Host Agency agrees to hold the Agency harmless against all audit exceptions arising from the Host Agency's violation and shall make restitution to the Agency of such amounts of money due to the Host Agency's non-compliance.
- D. Payments to the Host Agency will be made electronically through the Automated Clearing House (ACH) Network.

3. Gross Receipts Tax

Not applicable. Tax Exempt.

4. Term

This Agreement shall begin on July 1, 2023, and terminate on June 30, 2024, unless terminated pursuant to Paragraph 5, below.

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Host Agency at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Host Agency, if the Host Agency becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Host Agency or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Host Agency fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Host Agency's default or breach of this Agreement. This Agreement may also be terminated by the Host Agency upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Host Agency, the Host Agency shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and enrollee records generated under this Agreement.

5. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress and/or Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, the Agreement shall terminate upon written notice being given by the Agency to the Host Agency. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Host Agency and shall be final.

6. Status of Host Agency

The Host Agency and its agents and employees are independent subrecipient contractors performing services for the Agency and are not employees of the Agency. The Host Agency and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Host Agency acknowledges that all sums received hereunder are reportable for income tax purposes.

7. Assignment

The Host Agency shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting

The Host Agency shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the Host Agency from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

9. Liability Release

A. The Host Agency shall be liable for its own negligence of its officials and employees subject to immunities and limitations of the Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978, as amended if applied.

B. The Host Agency, upon final payment of the amount due under this Agreement, releases the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Host Agency agrees not to purport to bind the Agency to any obligation not assumed herein unless the Host Agency has express written authority to do so, and then only within the strict limits of that authority.

10. Confidentiality

Any confidential information provided to or developed by the Host Agency in performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Host Agency without the prior written approval of the Agency.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. Product of Service--Copyright

All materials developed or acquired by the Host Agency under this Agreement shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Host Agency under this Agreement shall be subject to an application for copyright by or on behalf of the Host Agency.

12. Conflict of Interest

The Host Agency warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Host Agency certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18,

NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties here.

14. Merger

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law

The Host Agency shall abide by the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. The Procurement code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16. Applicable Law

This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.

17. Workers Compensation

The Host Agency agrees to comply with state laws and rule applicable to workers' compensation benefits for its employees and enrollees. If the Host Agency fails to comply with the Workers Compensation Act and applicable rules when required to do so, this agreement may be terminated by the Agency.

18. Records

The Host Agency shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the Department of Finance and Administration, and the State Auditor. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Agency to recover excessive, improper, or illegal payments.

19. Audit

The Host Agency will provide a financial and compliance audit report to the Agency covering the period July 1, 2023 to June 30, 2024. Audit reports provided to the Agency must include a copy of the Auditor's management letter. The audit report shall be

conducted by a certified public accountant in compliance with the Single Audit Act and shall encompass the following provisions:

A. The Host Agency, expending equal to \$750,000 but less than or equal to \$250,000 in combined federal funds, shall have an audit conducted in accordance with Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200. The audit report shall include a schedule of administrative and program expenses which facilitates a reconciliation of audited costs to the final report.

B. Submittal of the audit report for governmental entities shall be within ten working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four months after the end of the entity's fiscal year.

20. Equal Opportunity Compliance

The Host Agency agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Host Agency agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Host Agency is found not to be in compliance with these requirements during the life of this Agreement, Host Agency agrees to take appropriate steps to correct these deficiencies.

21. Indemnification

Neither party shall be responsible for liability incurred as a result of the other party's acts or omission in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

22. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement Of Agreement

A party's failure to require strict performance of any provision of this 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 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.

24. Notices

Any notice required to be given to either 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:

To the Agency:

NCNMEDD – Non Metro AAA
Attn: Neil Segotta, AAA Director
3900 Paseo del Sol
Santa Fe, New Mexico 87507

To the Host Agency:

Lincoln County

25. Authority

The individual(s) signing this Agreement on behalf of the Host Agency represents and warrants that he or she has the power and authority to bind Host Agency, and that no further action, resolution, or approval from Host Agency is necessary to enter into a binding contract.

26. Signatures

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2023.

Lincoln County
Legal Name of Subrecipient Contractor


Printed/Typed Name of Signatory

Signature

Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Agency

Monica Abeita-Executive Director
Printed/Typed Name of Signatory


Signature

July 1, 2023
Date

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

**NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)
SUBRECIPIENT CONTRACTOR SUB-AWARD**

This Agreement is made and entered into this 1st day of July 2023, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the “Agency” and Lincoln County, hereinafter referred to as the “Subrecipient Contractor.”

PURPOSE

The Nutrition Services Incentive Program (NSIP) provides incentives for the effective delivery of nutritious meals to older individuals. NSIP funds allow nutrition programs to increase the number of meals served.

The purpose of this Agreement is to allocate funds in support of the provision of congregate and home delivered meals provided under Title IIIC of the Older Americans Act (OAA). The Subrecipient Contractor must be a recipient of Title III funding or Title III matching funds.

IT IS AGREED BETWEEN PARTIES:

1. **Scope of Work**

The subrecipient Contractor will:

- A. Establish procedures to ensure that such cash payments are used solely for the purchase of United States agriculture commodities and other foods produced in the United States for the use in the senior nutrition program. No imported foods, or food items containing imported products, may be purchased with these funds. e.g., coffee, tea, cocoa, and bananas.
- B. Ensure that NSIP funds are used exclusively for the purchase of food, not meal preparation, and may not be used for administrative costs.
- C. Ensure that meals furnished under contractual agreement with food service management companies, caterers, restaurants, or institutions, contain foods or commodities of United States origin; imported foods may not be purchased with these funds.
- D. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the New Mexico Environment Department requirements.

- E. Ensure that each meal complies with the most recent Federal and State nutritional guidelines and requirements.
- F. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title IIIC-1 and Title IIIC-2 and other cash used for the purchase of food).
- G. Report monthly to the Agency on forms provided by the Agency and submit such other reports deemed necessary by the agency.
 - a) Submit timely and accurate consumer/client tracking service documents (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) falls on a weekend or AAA holiday, the information will be delivered, recorded or submitted by close of business on the next business day.
- H. Submit monthly expenditure reports and supporting backup documentation (receipts or invoices) by the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) falls on a weekend or AAA holiday, the information will be delivered, recorded or submitted by close of business on the next business day. Supporting documents must include:
 - a. The vendor's name, address, and contact information.
 - b. Internal transaction number
 - c. The purchased items with a description of each product along with the corresponding quantity.
 - d. The price for each item and any applicable discount given and the total amount of the sale items.
 - e. NSIP items must be identified with an "N" or "NSIP" on the invoice.
 - f. Senior center or meal site to which received the delivery, their full name, address, and contact information.
- I. Maintain documented NSIP eligibility for all meals reported. Meal counts, as recorded in the service database, must be accurate, unduplicated and include no meals that do not meet the requirements for NSIP eligibility.
- J. Maintain and retain for three (3) years from close of the federal fiscal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
- K. Allow the Agency to monitor periodically the Subrecipient Contractor's fiscal accountability of NSIP.
- L. Be subject to state and federal audit requirements, as the contract of which this scope of work is a part, is funded with federal funds. The Subrecipient Contractor is considered an independent contractor of NSIP federal financial assistance, subject to audit requirements under Title II Part 200 of the Code of Federal Regulations, formerly known as Office of Management and Budget, Circular A-133 and Government Audit Standards.

- M. Ensure eligible consumers are assessed and information recorded in the service database.
- N. Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.
- O. The Agency recommends these funds be expended prior to Title III-C funds.

2. **Compensation**

- A. The total amount payable under this Agreement shall not exceed **\$42,804.00** for the purchase of foods produced in the United States, for use in senior nutrition programs. The Subrecipient Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Subrecipient Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.
- B. Assistance Listing Number: 93.053

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

This Agreement shall begin on July 1, 2023, and terminate on June 30, 2024, unless terminated pursuant to paragraph 5 or paragraph 6 or for any other reason allowed by law.

5. **Termination**

- A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty days (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Subrecipient Contractor if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any of its officers, employees or agents, is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

- B. **Termination Management**: Immediately upon receipt by either the Agency or the Subrecipient Contractor of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for services or any another expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

6. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress and/or Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, the Agreement shall terminate upon written notice being given to the Subrecipient Contractor. The Agency's decisions as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final.

7. Status of Subrecipient Contractor

The Subrecipient Contractor and its agents and employees are independent subrecipient contractors performing services for the Agency and are not employees of the Agency. The Subrecipient Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

8. Assignment

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

9. Subcontracting

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Subrecipient Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

10. Records and Audit

- A. The Subrecipient Contractor shall maintain detailed records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The

records shall be subject to inspection by the Agency, the Aging & Long-Term Services Department (ALTSD), the Department of Finance and Administration, and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive, improper, or illegal payments.

B. The Subrecipient Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2023, to June 30, 2024. The audit reports provided to the Agency must include a copy of the Auditor's management letter. The audit report shall be conducted by a certified public accountant in compliance with the Single Audit Act and shall encompass the following provisions.

a) The subrecipient contractor, expending equal to \$750,000 but less than or equal to \$250,000 in combined federal funds, shall have an audit conducted in accordance with the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.) which facilitates a reconciliation of audited costs to the final report.

b) Submittal of the audit report for governmental entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

11. Release

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

12. Product of Service -- Copyright

All materials developed or acquired by the Subrecipient Contractor under this Agreement shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Subrecipient Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Subrecipient Contractor.

13. Conflict of Interest

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

14. Equal Opportunity Compliance

The Subrecipient Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

15. Confidentiality

Any confidential information provided to or developed by the Subrecipient Contractor in performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient Contractor without the prior written approval of the Agency.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

16. Amendment

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

17. Merger

This Agreement incorporates all the Agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. Penalties for Violation of Law

The Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A. 1978, imposes civil and criminal penalties for is violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

19. Applicable Laws

This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico (b) Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949 as amended; and (d) any other applicable laws and regulation of the federal government.

20. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

21. Enforcement of Agreement

A party's failure to require strict performance of any provision of this 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 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.

22. Notices

Any notice required to be given to either 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:

To the Agency:

NCNMEDD – Non-Metro AAA

Attention: Neil Segotta, AAA Director

3900 Paseo del Sol

Santa Fe, New Mexico 87507

To the Subrecipient Contractor:

Lincoln County

23. Indemnification

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

24. Authority

The Individual(s) signing this Agreement on behalf of the Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

25. Signatures:

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2023.

Lincoln County

Legal Name of Subrecipient Contractor

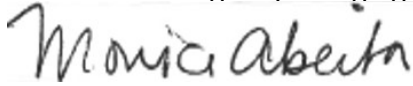
Signature

Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro Area Agency on Aging

Name of Area Agency on Aging



Signature

Monica Abeita, Executive Director

Printed/Typed Name of Signatory

July 1, 2023

Date

**MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE
VILLAGE OF RUIDOSO AND THE COUNTY OF LINCOLN
AS THE ADMINISTRATIVE AUTHORITY FOR LINCOLN
COUNTY SHERIFF’S OFFICE FOR
DRIVING WHILE INTOXICATED (“DWI”) PREVENTION ENFORCEMENT
ACTIVITIES AND REIMBURSEMENT OF COSTS**

WHEREAS, the Village of Ruidoso, (“the Village”) is the fiscal agent for the Lincoln County DWI grant funds; and,

WHEREAS, the County of Lincoln, (“LC”) is the administrative authority for the Lincoln County Sheriff’s Office (the “LCSO”); and,

WHEREAS, the Village has received funding from the State of New Mexico Local DWI Grant Program, which the Village wishes to utilize in part to reimburse LC for DWI Prevention enforcement activities; and,

WHEREAS, the accomplishment of the work and services described in this Memorandum of Understanding (“MOU”) is beneficial to the Local DWI Prevention program of LC (“the program”) and will serve to protect the health, safety, and welfare of all the citizens of LC; and,

WHEREAS, the increased police presence over peak traffic hours in LC is in the public interest.

THEREFORE, the parties enter into this MOU for the term of July 1, 2023 through May 31, 2024 to facilitate the detection and prevention of DWI related violations and hereby agree as follows:

1. LCSO acknowledges and agrees that the reimbursement provided for in this MOU is limited to overtime salary costs only and that DWI Grant Funds may not be used to reimburse participating agencies for employer contributions required under FICA, Medicare, Medicaid, and/or any other benefits the agency may afford its officers.
2. The LCSO shall perform saturation patrols, shoulder taps, and underage drinking activities during peak traffic hours as determined by its Departmental Supervisor(s) after consultation with the DWI Prevention Program Coordinator.
3. All saturation patrols shall be worked after 6:00 PM with the exception of special events.

4. LCSO Deputies will be paid time and a half (1½) as reimbursement for services rendered in an amount not to exceed two thousand dollars (\$2,000.00) for the period of time between July 1, 2023 and May 31, 2024.

5. The LCSO shall submit monthly claims for payment to the Village DWI Prevention Coordinator in the form of a letter containing the following information:

- a. The enforcement activity completed.
- b. The names of all officers involved and their hourly wage.
- c. The number of hours worked.
- d. The total amount requested.
- e. A breakdown of the total enforcement actions taken.

6. The LCSO shall provide all equipment required by its officers to perform these activities.

7. This MOU may be terminated with or without cause upon two (2) weeks' advance written notice by either party. Termination shall be effective upon receipt of the notice. Notice shall be delivered by certified mail to the addresses listed below. The Village shall reimburse LCSO for work occurring before the effective date of termination.

8. All notices under this MOU shall be sufficient if mailed by United States Postal Service first class mail, or by certified mail if required, postage prepaid to:

Lincoln County Sheriff
P.O. Box 278
Carrizozo, NM 88301

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

Village of Ruidoso Manager
313 Cree Meadows Drive
Ruidoso, NM 88345

9. It is expressly understood and agreed by LC and the Village that neither shall be held liable for the actions of the other party or any of the members of the parties while in any manner furnishing services hereunder. The parties do hereby waive all claims against each other for any loss, damage, personal injury, or death arising from the performance of this MOU.

By entering into this MOU, the parties and their "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 MOU modifies or waives any provisions of the New Mexico Tort Claims Act, *supra*.

It is specifically agreed between the parties executing this MOU that it is not intended by any of the provisions or any part of this MOU to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this MOU 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 MOU.


10. This MOU incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written MOU. No prior agreement, covenant, or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

11. This MOU shall not be altered, changed, amended except by an instrument in writing executed by the parties hereto.

12. If any term of this MOU shall be held invalid or non-enforceable, the remainder of this MOU shall not be affected and shall be valid and enforceable to the fullest extent of the law.

13. The parties agree that this MOU shall be construed and interpreted in accordance with the laws of the State of New Mexico and that the proper court having jurisdiction and venue to resolve any dispute under or surrounding this MOU shall be the District Court of the Twelfth Judicial District in and for the County of Lincoln

IN WITNESS WHEREOF, the parties have executed this MOU as of the latest date shown by the signature of the parties below.

BY: 
Lynn D. Crawford, Mayor
Village of Ruidoso

Date: 6/3/23




Jini S. Turri, Village Clerk
Village of Ruidoso

Date: 6-13-2023

BY: WJ Hanson
William Hanson, DWI Coordinator
County of Lincoln

Date: 6-15-23

BY: _____
Todd Proctor, Chair
County of Lincoln Board of Commissioners

Date: _____

ATTEST:

By: _____
Shannan Hemphill, Clerk
County of Lincoln

Date: _____

BY: Michael Wood
Mike Wood, Sheriff
County of Lincoln

Date: 06-20-2023

Brianna Ventura

From: james ruidosohomesnland.com <james@ruidosohomesnland.com>
Sent: Sunday, June 11, 2023 5:18 PM
To: Brianna Ventura
Subject: Reappointment

Hi Brianna,

I guess its that time of the season for me to ask if I could please be reappointed to the Property Tax Protest Board, and also the Road Review Committee. Please let me know if I need to do anything. I expire in about a month.

Thank you. Hope you had a nice weekend.



James M. Russ II



Qualifying Broker Sierra Blanca Realty

2023 Director National Association of REALTORS

2020 President New Mexico Association of REALTORS

2014 President Ruidoso Lincoln County Association of REALTORS

2013 REALTOR Of The Year/Ruidoso Lincoln County Association of REALTORS

Phone:(575)937-2756

Office:(575)257-6000

Please click on [Ruidoso Real Estate - Homes and Land For Sale](#) to see all properties currently for sale in Lincoln County New Mexico.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions. **IMPORTANT NOTICE: Never trust wiring**

RENEWAL CONTRACT

COMMERCIAL SUPPLY AND LEASE AGREEMENT



PINNACLE

Customer Name: County of Lincoln
Customer Contact:
Delivery Address: 27108 U.S. 70 Glencoe NM 88324
Billing Address: 27108 U.S. 70 Glencoe NM 88324
Pinnacle Sales Rep: Dale King

This COMMERCIAL SUPPLY AND EQUIPMENT LEASE AGREEMENT ("Agreement") is entered into by and between Pinnacle Propane, LLC, a Texas limited liability company (hereinafter and in all documents ancillary hereto referred to as the "Company") and County of Lincoln, a <Entity Type> ("Customer"). Company and Customer may each be individually referred to herein as a "Party" and collectively as the "Parties".

I. Term & Fuel Charges.

Fixed Fuel Charges - The term of this Agreement shall be 1 year(s), commencing on the date signed by Customer ("Term"). If Customer fails to renew this Agreement before the expiration date, upon expiration the cost of fuel provided to Customer shall convert to Pinnacle's Posted Price.

Fuel Description	Price USD	Unit of Measurement	Hazmat Fee per Delivery	Fuel Recovery Fee per Delivery	Estimated Yearly Volume* (Gallons)
Propane - BobTail	\$2.57	Per Gallon			12,000.00

***If actual volumes for a term year exceed Estimated Yearly Volume, the extra volumes will convert to Pinnacle's Posted Price. If actual volumes for a term year are less than Estimated Yearly Volume, see Terms & Conditions.**

II. Equipment Fees and Charges.

The Company agrees to install and to lease to Customer, and Customer agrees to lease from Company, Equipment at Customer's Delivery Address. Customer shall be liable for all loss and damage to the Equipment while in the Customer's possession, normal wear and tear excepted, and must immediately notify Company of any defects in the Equipment or any leaks of Fuel. All Equipment and related items shall be listed below.

Equipment Description	Quantity (Equipment)	Equipment Size	Maintenance Fee	Unit of Measurement	Installation Charge
Leased Tank	14.00		\$0.00		

Additional Comments:

This is a one year agreement at a fixed rate of 2.57 a gallon. No other charges applied.

Executed on this 12th day of July, 2023

By Signing below Pinnacle and Customer agree to the above terms which take effect on the date of Customer's Signature.

By: **Pinnacle Propane, LLC**

DocuSigned by:

Daniel Poli

By: **Customer's Name**

Name: Daniel Poli

Title: Director of Sales.

Date: 7-12-2023

Name:

Title:

Date:



Terms & Conditions

Fuel Supply. Customer agrees that only fuel sold by the Company shall be used with the above or any other Pinnacle provided Equipment.

Payment Terms. Customer agrees to pay the Company the fees, rates, and charges required by this Agreement. The fees, rates, and charges required by this Agreement are not refundable, except as required by law. Upon approved credit application, Customer agrees to pay all fees, rates, and charges Net 30 from Invoice Date. Payment of materials and/or services purchased from the Company by Customer shall be made at Dallas County, Texas. In the event Customer does not pay when due, Customer agrees to pay interest on past due amounts at the rate of 1-1/2% per month (18% annum) or the maximum interest rate permitted by law, whichever is less.

Failure to Purchase Volume of Fixed Fuel. During the Term of this Agreement, Customer agrees to purchase the Fixed Fuel at the Volume and at the Price referenced in Section 1 above. If during the Term, Customer does not meet its obligation to purchase the Volume referenced above then, in addition to any other rights that Company may have under this Agreement or allowed in law, at Company's option, (i) Customer shall be liable to pay Company as liquidated damages a minimum amount equal to fifty percent (50%) of the remaining Volume not purchased and remaining during the unexpired portion of the Term; (ii) Company may recover from Customer any differential or increase in the cost of Fuel purchased or otherwise incurred by Company in connection with delivery under this Agreement (whether through hedging or other means); and/or (iii) Company may sue and Customer shall be liable for specific performance and/or damages arising from Customer's failure to perform. In addition, Customer shall pay the Company for all costs related to the enforcement of or collection of amounts due hereunder including, without limitation, reasonable attorneys' fees, and collection agency costs. Company reserves the right to require payment in advance or a cash deposit

Taxes. Customer agrees to pay any taxes associated with the sale or use of the Fuel and Equipment covered by this Agreement.

Licenses and permits. Customer agrees to obtain, and pay any fees associated with, all licenses, permits and inspections necessary for the installation, operation, possession and use of the Equipment. Customer shall comply with all laws, rules, regulations and other governmental directives applicable to the installation, use, and operation of the Equipment and, if compliance with such law, rule, regulation or other governmental directive requires changes or additions to be made to the Equipment, such changes or additions shall be made by Customer at Customer's sole cost and expense upon the Company's written approval of the same.

Title to Equipment. All Equipment leased or otherwise provided by the Company to Customer will remain the property of Company and shall not become a fixture or part of the Customer's real property, notwithstanding that the Equipment, or any part thereof, may now be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws or otherwise. This document may be used as a financing statement under the Uniform Commercial Code ("UCC"). Customer will not make any adjustments, connections, or disconnections to the Equipment or remove the Equipment without written permission from the Company. Customer shall notify the Company immediately if the Equipment is damaged, appears defective, malfunctions or if Customer experiences any problems with the Equipment.

Access to Equipment. Customer grants the Company the right to enter Customer's premises at any time to deliver Fuel or install, repair, service or remove any or all of the Equipment or to perform any other services that the Company deems necessary under this Agreement without prior notice, judgment or other process of law. Upon termination of this Agreement, Customer shall also allow Company all necessary access to remove the Equipment.

Termination. Either party may terminate this Agreement at the expiration of the original term or any anniversary thereof by giving the other party Termination Notice thirty (30) days prior notice. The Company may terminate this Agreement immediately and without prior notice or take such other action as may be permitted by law if Customer fails to satisfy any of the terms and conditions of this Agreement.

Insurance Requirements. Customer hereby acknowledges and agrees that its assumption of loss of the Equipment shall attach upon Customer's receipt of the Equipment (the "Equipment Acceptance Date"). Customer shall, at its sole expense, obtain and maintain throughout the Term general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate, to cover such liability caused by, or arising out of activities of the Customer and/or Customer's employees with respect to the Equipment. All such certificates evidencing such insurance shall name Company as an additional insured. Customer represents that it has workers' compensation insurance to the extent required by law. Customer agrees to furnish proof of all such insurance to Company upon request.

Limitation of Liability. Under no circumstance shall the Company be liable for incidental, consequential, or special damages, including, without limitation, lost profits, and business interruption damages. This limitation shall apply regardless of whether a claim or remedy is sought in contract, tort (including negligence and strict liability) or otherwise. The Company is not liable for any loss sustained by Customer as a result of the temporary exhaustion of Customer's supply of Fuel. Company's total liability shall not exceed the fees or charges paid or payable under this Agreement.

Indemnification. Customer shall indemnify, defend, and hold harmless from and against any and all claims, liens, demands, suits, damages, and liabilities for personal injury, including death and property damages arising out of or related to the sale or use of any Fuel or Equipment hereunder, in any way connected with Customer's use of the Fuel or Equipment or caused by any act of omission on the part of Customer or by Customer's breach of this Agreement, except only where such personal injury or property damage is caused by the sole negligence of the Company.



PINNACLE

COMMERCIAL SUPPLY AND LEASE AGREEMENT

Disclaimer of Warranties. Company disclaims and excludes all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, concerning the Equipment leased under this Agreement. The Parties acknowledge and agree the Equipment shall be leased and accepted "AS IS" with all defects.

Entire Agreement; Amendment. This Agreement is the final understanding between the Company and the Customer and there are no prior representations or warranties. This Agreement cancels, supersedes and revokes all prior negotiations, representations, and agreements between the Parties, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be modified or amended only in writing duly executed by all Parties.

Governing Law; Arbitration. The governing law for this Agreement shall be the law then in effect in the State of Texas. Customer hereby agrees that at Company's election any dispute arising from or related to this Agreement shall be submitted to binding arbitration.

Force Majeure. Company shall not be liable to perform its obligations hereunder due to force majeure, defined herein as causes beyond its reasonable control, including acts of God, strikes, material disruption to Fuel supply chains, local, national or global pandemics, riots, wars, threats of sabotage, earthquakes, floods or other natural disasters.

Assignment. This Agreement may not be assigned by Customer without the prior written consent of Company. Any assignment attempted to be made in violation of this Agreement shall be void. In the event of any assignment, Customer shall remain responsible for its performance and liable for assignee's performance.

Independent Contractor. In the performance of their obligations under this Agreement, the Parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, joint venturers, or employees. Neither Party shall have the right or power to bind the other Party and any attempt to enter into an agreement in violation of this section shall be void.

Severability. If one or more provisions of this Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other Parties or circumstances shall remain valid and in full force and effect.

Non-Waiver of Defaults. Any failure of Company at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair the same, or the right of Company to avail itself same.

Section Headings. All section headings are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

Compliance. Customer acknowledges that it has not made, offered, been offered, authorized, or accepted any payment, gift, promise, or other advantage that would constitute a facilitation payment or violate any applicable anti-bribery or corruption law. Customer agrees that no portion of the Fuel may be resold (except where Pinnacle delivers to a dispenser intended for third-party sales or to third-party Customer accounts) or exported. Customer also represents that it is not the subject of any trade sanctions or any restrictions to purchase Fuel.

Electronic Signatures. The words, "execution," "signed," "signatures" and words of like import shall be deemed to include electronic signatures and any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.



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:

Board of Finance – Lincoln County Treasurer, Sherrie Huddleston

Tuesday, July 18, 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:

Funding Request for Carrizozo Athletics – Sheriff, Michael Wood

Tuesday, July 18, 2023



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 10

SUBJECT:

Discussion and Direction Regarding the American Rescue Plan Act (ARPA) Funding

Tuesday, July 18, 2023

	ARPA - 1	ARPA - 2
	\$1,992,455	\$1,900,000
LINCOLN WATER	\$354,000	
ENCHANTED WATER	\$35,000	
SHERIFF		
TASERS	\$114,000	
K-9	\$15,500	
VEHICLE EQUIP	\$9,419	
FAIRGROUNDS - PHASE 1a - Renegade	\$1,000,000	
FAIRGROUNDS - Phase 1b		\$960,000
Fairgrounds Improve WILSON & Co	\$45,000	
Materplan WILSON & Co	\$48,584	
MAGADO CREEK BRIDGE		
DETENTION CENTER FACILITIES		
CARRIZOZO COMPLEX FACILITIES		
ROAD DEPARTMENT BUILDING		
EMERGENCY COMMUNICATION		
DRONE (search & rescue)	\$8,000	
SAND TABLE SOFTWARE	\$11,000	
GENERATOR OES	\$40,000	
OES RADIOS	\$12,000	
MOBILE BUS CAMERA	\$20,000	
OES CAMERAS	\$2,000	
OES WINDOWS	\$0	
PARKING LOT	\$15,000	
Road		
CULVERT AND STORMWATER CONTROL	\$100,000	
SHERIFF		
MOBILE DATA TERMINALS	\$198,723	
Non-Obligated Amount	\$370,952	\$940,000

- . = OBLIGATED
- . = WISH LIST



County of Lincoln

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AGENDA ITEM NO. 11

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, July 18, 2023



County of Lincoln

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AGENDA ITEM NO. 12

SUBJECT:

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

Tuesday, July 18, 2023



County of Lincoln

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AGENDA ITEM NO. 13

SUBJECT:

10:00 AM PUBLIC HEARINGS:

Consideration of Adoption of the Final Budget, Fiscal Year 2023-2024 by
Resolution 2024-05

Tuesday, July 18, 2023

RESOLUTION NO. 2024-05
A RESOLUTION ADOPTING THE FINAL
2023-2024 BUDGET FOR LINCOLN COUNTY

WHEREAS, the Board of County Commissioners of Lincoln County, New Mexico, meeting in a regular session on July 18, 2023, did review the final budget 2023-2024 and it was determined that the proposed budget would be beneficial for the citizens of Lincoln County; and

BE IT FURTHER RESOLVED that the budget priorities for 2023-2024 for Lincoln County are:

- Priority One – Maintain a Balanced Budget Without Incurring Increases in Taxation Rates and by Minimizing Fees for Lincoln County Citizens
- Priority Two – Improve Management of Existing Resources
- Priority Three – Find Additional Sources of Revenue by Encouraging Economic Development

BE IT FURTHER RESOLVED that the Lincoln County Board of Commissioners hereby continues the existing special mill levy of 2.75 mills, apportioned this year as follows: GENERAL COUNTY GOVERNMENT 2.75 MILLS; and

BE IT FURTHER RESOLVED that the Lincoln County Board of Commissioners hereby continues the exiting Hospital Mil Levy at existing rates apportioned this year as follows: LINCOLN COUNTY MEDICAL CENTER, EMS AND RURAL HEALTH CLINICS at 2.6 MILLS; and

NOW, THEREFORE, BE IT RESOLVED, that the Lincoln County Board of Commissioners hereby respectfully requests final approval from the Local Government Division of the Department of Finance and Administration.

ATTACHMENTS: Balance Sheet & Department Budgets FY 2023-2024

PASSED, APPROVED AND ADOPTED this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS
OF LINCOLN COUNTY, NEW MEXICO

Todd F. Proctor, Chairman

Jon F. Crunk, Vice-Chairman

Mark G. Fischer, Member

Samantha J. Serna, Member

Pierre S. Pfeffer, Member

ATTEST:

Shannan Hemphill, County Clerk



County of Lincoln

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AGENDA ITEM NO. 14

SUBJECT:

Lincoln County Detention Center

Update – Warden, Ross Castleton

Tuesday, July 18, 2023



County of Lincoln

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AGENDA ITEM NO. 15

SUBJECT:

Lincoln County Medical Center
Update – Todd Oberheu

Tuesday, July 18, 2023



County of Lincoln

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AGENDA ITEM NO. 16

1) PNM Introduces THRIVE in Southern New Mexico – 6/22/2023

I met with PNM's Community liaison, Bruce Ashburn, and Stephanie Hale, representing THRIVE NM in Southern NM regarding funding Lincoln County Community programs. THRIVE collects donations and funds for the non-profits that help communities.

The THRIVE brochure states that they bring diverse people and resources together to address the most urgent issues that our community faces.

I have introduced Stephanie to Riker Davis of the Lincoln County Community Foundation.

2) Lincoln National Forest

Joe Kenmore and I met with Jennifer Thomas regarding the northern end of the Lincoln National Forest. We spent three hours driving the roads while inspecting the forest health. Some major concerns are the illegal wood cutting (old growth trees) and the lack of forest maintenance in certain areas.

Jennifer was able to speak to local ranchers and see the results of a USFS cost-share fencing projects.

3) Criminal Justice Coordinating Council Meeting – 6/26/2023

Every month, members from the 12th District Court host a meeting to allow collaboration between various entities in Lincoln and Otero counties. Magistrate / Municipal Courts, Public Defenders, DA offices, Private bar, Local Governments, Law enforcement, Detention Centers, Probation officers and behavior health providers are all welcome to participate and update the group on the latest changes and or challenges in each office.

4) Office of Emergency Services Transitional Meeting – 6/29/2023

With the upcoming retirement of Joe Kenmore (September 30, 2023), OES staff and I have started to discuss the roles and responsibilities of each team member. Communication and expectations are crucial in providing a smooth transition on October 1, 2023.

5) Lincoln County Legislative Appropriation Projects (2019)

The County of Lincoln was awarded the following funding in 2019:

- 1) \$90,000 for the construction of an ADA restroom for the Carrizozo Complex.

White Sands Construction is the only company to bid on the construction project. This bathroom will be complete in early August of 2023.

- 2) \$100,000 for the drainage in the Courthouse Courtyard.

The County had to wait for Highway 54 construction to be complete before starting this project. Elevation points were critical to ensure that the water ran towards the street. This project is complete.

6) PRC / Ambulance

Last month I reported that Alan Morel, Sandie Nunnally and I had submitted the New Mexico Public Regulation Commission Ambulance Certificate Reissuance Application. This certificate is issued for three years and allows Lincoln County to Sublease the certificate to PHS.

We have learned that the issuance of Ambulance Certificates will no longer be under the PRC. The NMDOT will be responsible for regulating the ambulance registration starting January 1, 2024. Alan, Sandie and I will stay informed of the NMDOT process for the renewal in 2026.

7) Director's Reports



COUNTY FY 2024 FIRE PROTECTION FUND TOTAL DISTRIBUTION ALLOTMENT

DEPARTMENT	MS	SS	AD BLDG	MAIN STATIONS	SUB STATIONS	TOTAL PER MAIN	TOTAL PER SUB	TOTAL ADMIN	FIRE FUND DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEPT.
<i>Bernalillo</i>											
Bernalillo County	14	2	0	\$121,389	\$91,484	\$1,699,446	\$91,484	\$0	\$1,790,930	\$0	\$1,790,930
Bernalillo County Admin	0	0	1	\$121,389	\$0	\$0	\$0	\$121,389	\$121,389	\$0	\$121,389
	14	2	1			\$1,699,446	\$91,484	\$121,389	\$1,912,319	\$0	\$1,912,319
<i>Catron</i>											
Catron Co. Admin.	0	0	1	\$100,276	\$0	\$0	\$0	\$100,276	\$100,276	\$0	\$100,276
Coyote Creek	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Cruzville, Apache Creek, Aragon Fire & Rescue	2	0	0	\$105,553	\$0	\$211,106	\$0	\$0	\$211,106	\$58,365	\$152,741
Datil	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$0	\$100,276
Glenwood	1	1	0	\$100,276	\$35,183	\$100,276	\$35,183	\$0	\$135,459	\$11,890	\$123,569
Horse Mountain	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Luna	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$17,942	\$48,912
Pie Town	1	1	0	\$100,276	\$35,183	\$100,276	\$35,183	\$0	\$135,459	\$13,292	\$122,167
Quemado	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$44,828	\$176,836
Quemado Lake	1	0	0	\$94,999	\$0	\$94,999	\$0	\$0	\$94,999	\$18,985	\$76,014
	11	2	1			\$1,029,159	\$70,366	\$100,276	\$1,199,801	\$165,302	\$1,034,499
<i>Chaves</i>											
Berrendo	2	1	0	\$105,553	\$38,704	\$211,106	\$38,704	\$0	\$249,810	\$0	\$249,810
Chaves County # 8	1	0	0	\$110,832	\$0	\$110,832	\$0	\$0	\$110,832	\$8,278	\$102,554
Chaves County Admin.	0	0	1	\$105,553	\$0	\$0	\$0	\$105,553	\$105,553	\$0	\$105,553
Dunken	1	0	0	\$94,999	\$0	\$94,999	\$0	\$0	\$94,999	\$0	\$94,999
East Grand Plains	2	0	0	\$105,553	\$0	\$211,106	\$0	\$0	\$211,106	\$19,400	\$191,706
Midway	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$10,729	\$210,935
Penasco (Chaves County)	2	0	0	\$89,722	\$0	\$179,444	\$0	\$0	\$179,444	\$0	\$179,444
Rio Felix	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Sierra	4	0	0	\$110,832	\$0	\$443,328	\$0	\$0	\$443,328	\$70,711	\$372,617
	15	1	1			\$1,539,333	\$38,704	\$105,553	\$1,683,590	\$109,118	\$1,574,472
<i>Cibola</i>											
Bluewater Village	1	0	0	\$110,832	\$0	\$110,832	\$0	\$0	\$110,832	\$25,251	\$85,581
Candy Kitchen	1	1	0	\$100,276	\$35,183	\$100,276	\$35,183	\$0	\$135,459	\$37,531	\$97,928

DEPARTMENT	MS	SS	AD BLDGS	MAIN STATIONS	SUB STATIONS	TOTAL PER MAIN	TOTAL PER SUB	TOTAL ADMIN	FIRE FUND DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEPT.
Cibola County Admin	0	0	1	\$100,276	\$0	\$0	\$0	\$100,276	\$100,276	\$16,970	\$83,306
Cubero	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$13,541	\$86,735
El Morro Valley	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Fence Lake	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Laguna	4	0	0	\$100,276	\$0	\$401,104	\$0	\$0	\$401,104	\$0	\$401,104
San Rafael	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$0	\$221,664
	11	1	1			\$1,067,860	\$35,183	\$100,276	\$1,203,319	\$93,293	\$1,110,026

Colfax

Colfax County Admin.	0	0	1	\$100,276	\$0	\$0	\$0	\$100,276	\$100,276	\$0	\$100,276
Colfax Dist 8	2	0	0	\$105,553	\$0	\$211,106	\$0	\$0	\$211,106	\$27,407	\$183,699
Farley	1	3	0	\$66,854	\$79,206	\$66,854	\$79,206	\$0	\$146,060	\$0	\$146,060
French Tract	1	1	0	\$66,854	\$26,402	\$66,854	\$26,402	\$0	\$93,256	\$0	\$93,256
Miami	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Moreno Valley	2	3	0	\$105,553	\$116,112	\$211,106	\$116,112	\$0	\$327,218	\$28,535	\$298,683
Philmont	1	1	0	\$121,389	\$45,742	\$121,389	\$45,742	\$0	\$167,131	\$39,899	\$127,232
Ute Park	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Vermejo Park Ranch	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$22,232	\$78,044
	10	8	1			\$911,293	\$267,462	\$100,276	\$1,279,031	\$118,073	\$1,160,958

Curry

Broadview #1	2	0	0	\$89,722	\$0	\$179,444	\$0	\$0	\$179,444	\$31,930	\$147,514
County Line Fire District	1	0	0	\$59,812	\$0	\$59,812	\$0	\$0	\$59,812	\$9,796	\$50,016
Curry County Admin	0	0	1	\$89,722	\$0	\$0	\$0	\$89,722	\$89,722	\$0	\$89,722
Field	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Pleasant Hill	1	0	0	\$94,999	\$0	\$94,999	\$0	\$0	\$94,999	\$25,542	\$69,457
Ranchvale	1	0	0	\$94,999	\$0	\$94,999	\$0	\$0	\$94,999	\$24,220	\$70,779
	6	0	1			\$496,108	\$0	\$89,722	\$585,830	\$91,488	\$494,342

De Baca

Lake Sumner	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Valley	1	3	0	\$66,854	\$79,206	\$66,854	\$79,206	\$0	\$146,060	\$38,093	\$107,967
	2	3	0			\$133,708	\$79,206	\$0	\$212,914	\$38,093	\$174,821

Dona Ana

DA County Admin	0	0	1	\$110,832	\$0	\$0	\$0	\$110,832	\$110,832	\$0	\$110,832
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DEPARTMENT	MS	SS	AD BLDGS	MAIN STATIONS	SUB STATIONS	TOTAL PER MAIN	TOTAL PER SUB	TOTAL ADMIN	FIRE FUND DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEPT.
DA NMSU	1	0	0	\$131,945	\$0	\$131,945	\$0	\$0	\$131,945	\$0	\$131,945
DA North District	7	0	0	\$105,553	\$0	\$738,871	\$0	\$0	\$738,871	\$0	\$738,871
DA Santa Teresa	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$0	\$221,664
DA South District	9	0	0	\$105,553	\$0	\$949,977	\$0	\$0	\$949,977	\$0	\$949,977
	19	0	1			\$2,042,457	\$0	\$110,832	\$2,153,289	\$0	\$2,153,289

Eddy

Atoka	2	0	0	\$121,389	\$0	\$242,778	\$0	\$0	\$242,778	\$53,239	\$189,539
Cottonwood	2	0	0	\$121,389	\$0	\$242,778	\$0	\$0	\$242,778	\$59,083	\$183,695
Eddy Co. Admin	0	0	1	\$121,389	\$0	\$0	\$0	\$121,389	\$121,389	\$0	\$121,389
Happy Valley	1	1	0	\$110,832	\$42,221	\$110,832	\$42,221	\$0	\$153,053	\$43,569	\$109,484
Joel	3	2	0	\$110,832	\$84,442	\$332,496	\$84,442	\$0	\$416,938	\$0	\$416,938
La Huerta	2	0	0	\$121,389	\$0	\$242,778	\$0	\$0	\$242,778	\$0	\$242,778
Loco Hills	1	0	0	\$105,553	\$0	\$105,553	\$0	\$0	\$105,553	\$0	\$105,553
Malaga	1	0	0	\$121,389	\$0	\$121,389	\$0	\$0	\$121,389	\$0	\$121,389
Otis	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$51,055	\$170,609
Queen	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$0	\$100,276
Riverside	1	0	0	\$110,832	\$0	\$110,832	\$0	\$0	\$110,832	\$0	\$110,832
Sun Country	2	0	0	\$121,389	\$0	\$242,778	\$0	\$0	\$242,778	\$0	\$242,778
	18	3	1			\$2,074,154	\$126,663	\$121,389	\$2,322,206	\$206,946	\$2,115,260

Grant

Cliff-Gila	2	0	0	\$66,854	\$0	\$133,708	\$0	\$0	\$133,708	\$0	\$133,708
Fort Bayard	3	0	0	\$110,832	\$0	\$332,496	\$0	\$0	\$332,496	\$36,339	\$296,157
Grant Co. Admin.	0	0	1	\$100,276	\$0	\$0	\$0	\$100,276	\$100,276	\$0	\$100,276
Lower Mimbres	2	0	0	\$66,854	\$0	\$133,708	\$0	\$0	\$133,708	\$0	\$133,708
Pinos Altos	3	1	0	\$105,553	\$38,704	\$316,659	\$38,704	\$0	\$355,363	\$16,072	\$339,291
Sapillo Creek	1	0	0	\$89,722	\$0	\$89,722	\$0	\$0	\$89,722	\$0	\$89,722
Tyrone	5	0	0	\$105,553	\$0	\$527,765	\$0	\$0	\$527,765	\$87,867	\$439,898
Upper Mimbres	2	0	0	\$89,722	\$0	\$179,444	\$0	\$0	\$179,444	\$0	\$179,444
Whiskey Creek	2	0	0	\$105,553	\$0	\$211,106	\$0	\$0	\$211,106	\$13,796	\$197,310
	20	1	1			\$1,924,608	\$38,704	\$100,276	\$2,063,588	\$154,074	\$1,909,514

Guadalupe

Anton Chico	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Newkirk	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$16,458	\$50,396

DEPARTMENT	MS	SS	AD BLDGS	MAIN STATIONS	SUB STATIONS	TOTAL PER MAIN	TOTAL PER SUB	TOTAL ADMIN	FIRE FUND DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEPT.
Puerto De Luna	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$12,386	\$87,890
	3	0	0			\$233,984	\$0	\$0	\$233,984	\$28,844	\$205,140
<i>Harding</i>											
Harding County #1	1	3	0	\$66,854	\$79,206	\$66,854	\$79,206	\$0	\$146,060	\$9,350	\$136,710
Rosebud Fire & Rescue	1	1	0	\$66,854	\$26,402	\$66,854	\$26,402	\$0	\$93,256	\$10,305	\$82,951
	2	4	0			\$133,708	\$105,608	\$0	\$239,316	\$19,655	\$219,661
<i>Hidalgo</i>											
Animas	2	0	0	\$94,999	\$0	\$189,998	\$0	\$0	\$189,998	\$0	\$189,998
Cotton City	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Hidalgo Co. Admin	0	0	1	\$100,276	\$0	\$0	\$0	\$100,276	\$100,276	\$0	\$100,276
Hidalgo County #1	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$0	\$100,276
Rodeo	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$0	\$100,276
	5	0	1			\$457,404	\$0	\$100,276	\$557,680	\$0	\$557,680
<i>Lea</i>											
Knowles	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$0	\$100,276
Lea Co. Admin.	0	0	1	\$100,276	\$0	\$0	\$0	\$100,276	\$100,276	\$0	\$100,276
Maljamar	1	0	0	\$94,999	\$0	\$94,999	\$0	\$0	\$94,999	\$0	\$94,999
Monument	1	0	0	\$105,553	\$0	\$105,553	\$0	\$0	\$105,553	\$0	\$105,553
	3	0	1			\$300,828	\$0	\$100,276	\$401,104	\$0	\$401,104
<i>Lincoln</i>											
Arabela	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$5,912	\$94,364
Bonito	3	0	0	\$100,276	\$0	\$300,828	\$0	\$0	\$300,828	\$52,567	\$248,261
Glencoe-Palo Verde	2	0	0	\$89,722	\$0	\$179,444	\$0	\$0	\$179,444	\$0	\$179,444
Hondo Valley	2	0	0	\$100,276	\$0	\$200,552	\$0	\$0	\$200,552	\$38,305	\$162,247
Lincoln	2	0	0	\$100,276	\$0	\$200,552	\$0	\$0	\$200,552	\$0	\$200,552
Lincoln Co. Admin.	0	0	1	\$100,276	\$0	\$0	\$0	\$100,276	\$100,276	\$0	\$100,276
Nogal	2	0	0	\$100,276	\$0	\$200,552	\$0	\$0	\$200,552	\$0	\$200,552
White Oaks	1	0	0	\$94,999	\$0	\$94,999	\$0	\$0	\$94,999	\$0	\$94,999
	13	0	1			\$1,277,203	\$0	\$100,276	\$1,377,479	\$96,784	\$1,280,695
<i>Los Alamos</i>											
Los Alamos Admin	0	0	1	\$141,370	\$0	\$0	\$0	\$141,370	\$141,370	\$0	\$141,370

DEPARTMENT	MS	SS	AD BLDGS	MAIN STATIONS	SUB STATIONS	TOTAL PER MAIN	TOTAL PER SUB	TOTAL ADMIN	FIRE FUND DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEPT.
Los Alamos Station #1	6	0	0	\$141,370	\$0	\$848,220	\$0	\$0	\$848,220	\$0	\$848,220
	6	0	1			\$848,220	\$0	\$141,370	\$989,590	\$0	\$989,590
<i>Luna</i>											
Cooke's Peak	2	1	0	\$66,854	\$26,402	\$133,708	\$26,402	\$0	\$160,110	\$0	\$160,110
	2	1	0			\$133,708	\$26,402	\$0	\$160,110	\$0	\$160,110
<i>McKinley</i>											
Battalion 30	1	1	0	\$100,276	\$35,183	\$100,276	\$35,183	\$0	\$135,459	\$0	\$135,459
Battalion 40	2	1	0	\$105,553	\$38,704	\$211,106	\$38,704	\$0	\$249,810	\$0	\$249,810
Battalion 40 FD 2	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$0	\$100,276
Battalion 50	4	1	0	\$100,276	\$35,183	\$401,104	\$35,183	\$0	\$436,287	\$0	\$436,287
Battalion 60	4	0	0	\$105,553	\$0	\$422,212	\$0	\$0	\$422,212	\$0	\$422,212
Battalion 70	4	0	0	\$105,553	\$0	\$422,212	\$0	\$0	\$422,212	\$0	\$422,212
Battalion 80	3	0	0	\$100,276	\$0	\$300,828	\$0	\$0	\$300,828	\$0	\$300,828
McKinley County Admin	0	0	1	\$105,553	\$0	\$0	\$0	\$105,553	\$105,553	\$0	\$105,553
	19	3	1			\$1,958,014	\$109,070	\$105,553	\$2,172,637	\$0	\$2,172,637
<i>Mora</i>											
Buena Vista	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$23,485	\$76,791
Chacon	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Chet	2	0	0	\$66,854	\$0	\$133,708	\$0	\$0	\$133,708	\$0	\$133,708
Golondrinas	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$17,239	\$49,615
Guadalupita	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$24,516	\$42,338
Ledoux	1	1	0	\$94,999	\$33,428	\$94,999	\$33,428	\$0	\$128,427	\$3,985	\$124,442
Mora	1	0	0	\$105,553	\$0	\$105,553	\$0	\$0	\$105,553	\$18,114	\$87,439
Mora County Admin.	0	0	1	\$89,722	\$0	\$0	\$0	\$89,722	\$89,722	\$0	\$89,722
Ocate-Ojo Feliz	1	1	0	\$66,854	\$26,402	\$66,854	\$26,402	\$0	\$93,256	\$0	\$93,256
Rainsville	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$17,990	\$48,864
Sierra Bonita	1	1	0	\$105,553	\$38,704	\$105,553	\$38,704	\$0	\$144,257	\$0	\$144,257
Watrous	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$14,066	\$52,788
	12	3	1			\$941,213	\$98,534	\$89,722	\$1,129,469	\$119,395	\$1,010,074
<i>Otero</i>											
Alamo West	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$62,983	\$158,681
Bent	1	0	0	\$105,553	\$0	\$105,553	\$0	\$0	\$105,553	\$26,743	\$78,810

DEPARTMENT	MS	SS	AD BLDGS	MAIN STATIONS	SUB STATIONS	TOTAL PER MAIN	TOTAL PER SUB	TOTAL ADMIN	FIRE FUND DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEPT.
Boles Acres	3	0	0	\$110,832	\$0	\$332,496	\$0	\$0	\$332,496	\$88,909	\$243,587
Burro Flats	1	0	0	\$105,553	\$0	\$105,553	\$0	\$0	\$105,553	\$12,618	\$92,935
Dungan	1	0	0	\$105,553	\$0	\$105,553	\$0	\$0	\$105,553	\$4,806	\$100,747
Far South	1	0	0	\$105,553	\$0	\$105,553	\$0	\$0	\$105,553	\$10,155	\$95,398
High Rolls	1	2	0	\$105,553	\$77,408	\$105,553	\$77,408	\$0	\$182,961	\$7,139	\$175,822
Jack Rabbit Flats	2	0	0	\$100,276	\$0	\$200,552	\$0	\$0	\$200,552	\$38,658	\$161,894
James Canyon	2	1	0	\$105,553	\$38,704	\$211,106	\$38,704	\$0	\$249,810	\$0	\$249,810
La Luz	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$0	\$100,276
Mayhill	1	2	0	\$94,999	\$66,856	\$94,999	\$66,856	\$0	\$161,855	\$0	\$161,855
Mescalero Apache Fire Dept.	1	1	0	\$100,276	\$35,183	\$100,276	\$35,183	\$0	\$135,459	\$15,940	\$119,519
Oro Vista	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$60,183	\$161,481
Otero County Admin	0	0	1	\$105,553	\$0	\$0	\$0	\$105,553	\$105,553	\$25,149	\$80,404
Pinon	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$0	\$100,276
Sacramento	2	0	0	\$100,276	\$0	\$200,552	\$0	\$0	\$200,552	\$15,216	\$185,336
Sixteen Springs Canyon	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$24,385	\$75,891
Sunspot	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$0	\$100,276
Timberon	1	1	0	\$94,999	\$33,428	\$94,999	\$33,428	\$0	\$128,427	\$23,225	\$105,202
	25	7	1			\$2,607,177	\$251,579	\$105,553	\$2,964,309	\$416,109	\$2,548,200

Quay

Bard-Endee	2	1	0	\$100,276	\$35,183	\$200,552	\$35,183	\$0	\$235,735	\$23,261	\$212,474
Conservancy #1	1	1	0	\$105,553	\$38,704	\$105,553	\$38,704	\$0	\$144,257	\$17,435	\$126,822
Conservancy #2	1	1	0	\$66,854	\$26,402	\$66,854	\$26,402	\$0	\$93,256	\$21,610	\$71,646
Conservancy #3	1	1	0	\$66,854	\$26,402	\$66,854	\$26,402	\$0	\$93,256	\$23,633	\$69,623
Forrest	1	0	0	\$89,722	\$0	\$89,722	\$0	\$0	\$89,722	\$12,361	\$77,361
Jordan	1	2	0	\$89,722	\$63,338	\$89,722	\$63,338	\$0	\$153,060	\$21,734	\$131,326
Nara Visa	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$14,369	\$52,485
Porter	1	0	0	\$89,722	\$0	\$89,722	\$0	\$0	\$89,722	\$12,204	\$77,518
Quay	1	0	0	\$89,722	\$0	\$89,722	\$0	\$0	\$89,722	\$21,734	\$67,988
Quay Co. Admin	0	0	1	\$94,999	\$0	\$0	\$0	\$94,999	\$94,999	\$0	\$94,999
	10	6	1			\$865,555	\$190,029	\$94,999	\$1,150,583	\$168,341	\$982,242

Rio Arriba

Abiquiu	2	0	0	\$100,276	\$0	\$200,552	\$0	\$0	\$200,552	\$14,813	\$185,739
Agua Sana	1	0	0	\$110,832	\$0	\$110,832	\$0	\$0	\$110,832	\$9,949	\$100,883
Brazos Canyon	2	0	0	\$100,276	\$0	\$200,552	\$0	\$0	\$200,552	\$0	\$200,552

DEPARTMENT	MS	SS	AD BLDGS	MAIN STATIONS	SUB STATIONS	TOTAL PER MAIN	TOTAL PER SUB	TOTAL ADMIN	FIRE FUND DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEPT.
Canjilon-Cebolla	2	0	0	\$66,854	\$0	\$133,708	\$0	\$0	\$133,708	\$0	\$133,708
Chamita	1	0	0	\$110,832	\$0	\$110,832	\$0	\$0	\$110,832	\$0	\$110,832
Coyote	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Dixon	1	1	0	\$105,553	\$38,704	\$105,553	\$38,704	\$0	\$144,257	\$13,888	\$130,369
Dulce	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$0	\$100,276
El Rito	1	0	0	\$105,553	\$0	\$105,553	\$0	\$0	\$105,553	\$0	\$105,553
La Mesilla	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$0	\$221,664
Laguna Vista Estates	1	0	0	\$94,999	\$0	\$94,999	\$0	\$0	\$94,999	\$0	\$94,999
Lindrieth	1	0	0	\$89,722	\$0	\$89,722	\$0	\$0	\$89,722	\$12,731	\$76,991
Ojo Sarco	1	0	0	\$105,553	\$0	\$105,553	\$0	\$0	\$105,553	\$10,895	\$94,658
Rio Arriba Co. Admin.	0	0	1	\$100,276	\$0	\$0	\$0	\$100,276	\$100,276	\$0	\$100,276
Rio Grande Valley Fire District	2	1	0	\$105,553	\$38,704	\$211,106	\$38,704	\$0	\$249,810	\$0	\$249,810
Tierra Amarilla	1	0	0	\$94,999	\$0	\$94,999	\$0	\$0	\$94,999	\$0	\$94,999
Truchas	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Vallecitos	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
	22	2	1			\$2,086,463	\$77,408	\$100,276	\$2,264,147	\$62,276	\$2,201,871
<i>Roosevelt</i>											
Arch	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$0	\$100,276
Milnesand #1	2	0	0	\$105,553	\$0	\$211,106	\$0	\$0	\$211,106	\$0	\$211,106
	3	0	0			\$311,382	\$0	\$0	\$311,382	\$0	\$311,382
<i>San Juan</i>											
Blanco District #5	2	0	0	\$105,553	\$0	\$211,106	\$0	\$0	\$211,106	\$0	\$211,106
Cedar Hill District #3	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$0	\$221,664
Center Point District #7	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$0	\$221,664
Dzilth-Na-O-Dith-Hle District#11	1	0	0	\$110,832	\$0	\$110,832	\$0	\$0	\$110,832	\$0	\$110,832
Flora Vista District #2	3	1	0	\$110,832	\$42,221	\$332,496	\$42,221	\$0	\$374,717	\$0	\$374,717
Hart Valley District #8	2	1	0	\$105,553	\$38,704	\$211,106	\$38,704	\$0	\$249,810	\$0	\$249,810
La Plata District #4	2	0	0	\$105,553	\$0	\$211,106	\$0	\$0	\$211,106	\$0	\$211,106
Lee Acres District #6	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$0	\$221,664
San Juan Co. Admin	0	0	1	\$110,832	\$0	\$0	\$0	\$110,832	\$110,832	\$0	\$110,832
Sullivan Road District #9	1	0	0	\$110,832	\$0	\$110,832	\$0	\$0	\$110,832	\$0	\$110,832
Valley District #1	3	1	0	\$110,832	\$42,221	\$332,496	\$42,221	\$0	\$374,717	\$0	\$374,717
	20	3	1			\$2,184,966	\$123,146	\$110,832	\$2,418,944	\$0	\$2,418,944

DEPARTMENT	MS	SS	AD BLDGS	MAIN STATIONS	SUB STATIONS	TOTAL PER MAIN	TOTAL PER SUB	TOTAL ADMIN	FIRE FUND DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEPT.
<i>San Miguel</i>											
Cabo Lucero	2	0	0	\$89,722	\$0	\$179,444	\$0	\$0	\$179,444	\$27,134	\$152,310
Conchas Dam Fire And Rescue	2	0	0	\$100,276	\$0	\$200,552	\$0	\$0	\$200,552	\$0	\$200,552
El Pueblo	1	1	0	\$66,854	\$26,402	\$66,854	\$26,402	\$0	\$93,256	\$0	\$93,256
Gallinas	1	1	0	\$100,276	\$35,183	\$100,276	\$35,183	\$0	\$135,459	\$0	\$135,459
Ilfeld	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
La Placita	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Pecos Canyon	2	0	0	\$105,553	\$0	\$211,106	\$0	\$0	\$211,106	\$0	\$211,106
Rowe	2	1	0	\$66,854	\$26,402	\$133,708	\$26,402	\$0	\$160,110	\$11,952	\$148,158
San Miguel Co. Admin	0	0	1	\$94,999	\$0	\$0	\$0	\$94,999	\$94,999	\$0	\$94,999
Sapello-Rociada	2	1	0	\$100,276	\$35,183	\$200,552	\$35,183	\$0	\$235,735	\$23,282	\$212,453
Sheridan	2	0	0	\$66,854	\$0	\$133,708	\$0	\$0	\$133,708	\$0	\$133,708
Trementina	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
	17	4	1			\$1,426,762	\$123,170	\$94,999	\$1,644,931	\$62,368	\$1,582,563
<i>Sandoval</i>											
La Cueva	2	2	0	\$89,722	\$63,338	\$179,444	\$63,338	\$0	\$242,782	\$45,820	\$196,962
La Madera	1	0	0	\$105,553	\$0	\$105,553	\$0	\$0	\$105,553	\$0	\$105,553
Pena Blanca	1	0	0	\$94,999	\$0	\$94,999	\$0	\$0	\$94,999	\$0	\$94,999
Ponderosa	3	1	0	\$105,553	\$38,704	\$316,659	\$38,704	\$0	\$355,363	\$25,977	\$329,386
Regina	2	0	0	\$105,553	\$0	\$211,106	\$0	\$0	\$211,106	\$0	\$211,106
Sandoval Co. Admin	0	0	1	\$100,276	\$0	\$0	\$0	\$100,276	\$100,276	\$0	\$100,276
South Fire Dist.	5	0	0	\$105,553	\$0	\$527,765	\$0	\$0	\$527,765	\$26,773	\$500,992
Torreon	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Zia Pueblo	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
	16	3	1			\$1,569,234	\$102,042	\$100,276	\$1,771,552	\$98,570	\$1,672,982
<i>Santa Fe</i>											
Agua Fria	2	0	0	\$105,553	\$0	\$211,106	\$0	\$0	\$211,106	\$0	\$211,106
Chimayo	1	1	0	\$110,832	\$42,221	\$110,832	\$42,221	\$0	\$153,053	\$0	\$153,053
Edgewood	2	2	0	\$105,553	\$77,408	\$211,106	\$77,408	\$0	\$288,514	\$0	\$288,514
El Dorado	3	0	0	\$121,389	\$0	\$364,167	\$0	\$0	\$364,167	\$0	\$364,167
Galisteo	1	0	0	\$105,553	\$0	\$105,553	\$0	\$0	\$105,553	\$0	\$105,553
Glorieta Pass	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$0	\$221,664
Hondo	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$0	\$221,664
La Cienega	2	0	0	\$105,553	\$0	\$211,106	\$0	\$0	\$211,106	\$0	\$211,106

DEPARTMENT	MS	SS	AD BLDGS	MAIN STATIONS	SUB STATIONS	TOTAL PER MAIN	TOTAL PER SUB	TOTAL ADMIN	FIRE FUND DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEPT.
La Puebla	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$0	\$221,664
Madrid	1	0	0	\$105,553	\$0	\$105,553	\$0	\$0	\$105,553	\$0	\$105,553
Pojoaque	1	1	0	\$110,832	\$42,221	\$110,832	\$42,221	\$0	\$153,053	\$0	\$153,053
Santa Fe Co. Admin.	0	0	1	\$110,832	\$0	\$0	\$0	\$110,832	\$110,832	\$0	\$110,832
Stanley	2	1	0	\$105,553	\$38,704	\$211,106	\$38,704	\$0	\$249,810	\$0	\$249,810
Tesuque	1	2	0	\$105,553	\$77,408	\$105,553	\$77,408	\$0	\$182,961	\$0	\$182,961
Turquoise Trail	1	2	0	\$105,553	\$77,408	\$105,553	\$77,408	\$0	\$182,961	\$0	\$182,961
	23	9	1			\$2,517,459	\$355,370	\$110,832	\$2,983,661	\$0	\$2,983,661

Sierra

Arrey-Derry	1	1	0	\$94,999	\$33,428	\$94,999	\$33,428	\$0	\$128,427	\$25,120	\$103,307
Caballo	1	0	0	\$110,832	\$0	\$110,832	\$0	\$0	\$110,832	\$0	\$110,832
Hillsboro	1	1	0	\$100,276	\$35,183	\$100,276	\$35,183	\$0	\$135,459	\$0	\$135,459
Las Palomas	1	0	0	\$105,553	\$0	\$105,553	\$0	\$0	\$105,553	\$16,477	\$89,076
Monticello	2	0	0	\$66,854	\$0	\$133,708	\$0	\$0	\$133,708	\$31,134	\$102,574
Poverty Creek	1	0	0	\$89,722	\$0	\$89,722	\$0	\$0	\$89,722	\$28,007	\$61,715
Sierra Co. Admin.	0	0	1	\$100,276	\$0	\$0	\$0	\$100,276	\$100,276	\$0	\$100,276
Winston-Chloride	1	1	0	\$94,999	\$33,428	\$94,999	\$33,428	\$0	\$128,427	\$18,978	\$109,449
	8	3	1			\$730,089	\$102,039	\$100,276	\$932,404	\$119,716	\$812,688

Socorro

Abeytas Station 1	4	0	0	\$100,276	\$0	\$401,104	\$0	\$0	\$401,104	\$112,581	\$288,523
Hop Canyon	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$15,146	\$85,130
Midway Hose Co. Station 1	2	0	0	\$105,553	\$0	\$211,106	\$0	\$0	\$211,106	\$60,119	\$150,987
San Antonio Station 1	2	1	0	\$105,553	\$38,704	\$211,106	\$38,704	\$0	\$249,810	\$61,339	\$188,471
Socorro Co. Admin.	0	0	1	\$105,553	\$0	\$0	\$0	\$105,553	\$105,553	\$0	\$105,553
	9	1	1			\$923,592	\$38,704	\$105,553	\$1,067,849	\$249,185	\$818,664

Taos

Amalia	1	1	0	\$66,854	\$26,402	\$66,854	\$26,402	\$0	\$93,256	\$0	\$93,256
Carson Fire & Rescue	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$0	\$100,276
Cerro	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Costilla	1	0	0	\$94,999	\$0	\$94,999	\$0	\$0	\$94,999	\$0	\$94,999
Hondo-Seco	1	1	0	\$100,276	\$35,183	\$100,276	\$35,183	\$0	\$135,459	\$0	\$135,459
La Lama	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Latir	1	0	0	\$110,832	\$0	\$110,832	\$0	\$0	\$110,832	\$0	\$110,832

DEPARTMENT	MS	SS	AD BLDGS	MAIN STATIONS	SUB STATIONS	TOTAL PER MAIN	TOTAL PER SUB	TOTAL ADMIN	FIRE FUND DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEPT.
Ojo Caliente	1	0	0	\$100,276	\$0	\$100,276	\$0	\$0	\$100,276	\$18,402	\$81,874
Penasco (Taos County)	2	0	0	\$94,999	\$0	\$189,998	\$0	\$0	\$189,998	\$0	\$189,998
Rio Fernando	1	1	0	\$89,722	\$31,669	\$89,722	\$31,669	\$0	\$121,391	\$0	\$121,391
San Cristobal	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$16,062	\$50,792
Taos Co. Admin.	0	0	1	\$94,999	\$0	\$0	\$0	\$94,999	\$94,999	\$0	\$94,999
Tres Piedras	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Wheeler Peak	1	0	0	\$89,722	\$0	\$89,722	\$0	\$0	\$89,722	\$0	\$89,722
	14	3	1			\$1,210,371	\$93,254	\$94,999	\$1,398,624	\$34,464	\$1,364,160
<i>Torrance</i>											
Duran District #1	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$0	\$66,854
Indian Hills District #2	2	0	0	\$100,276	\$0	\$200,552	\$0	\$0	\$200,552	\$20,242	\$180,310
McIntosh District #3	2	0	0	\$100,276	\$0	\$200,552	\$0	\$0	\$200,552	\$33,490	\$167,062
Northeast Torrance District #5	2	0	0	\$100,276	\$0	\$200,552	\$0	\$0	\$200,552	\$0	\$200,552
Torrance Co. Admin	0	0	1	\$94,999	\$0	\$0	\$0	\$94,999	\$94,999	\$0	\$94,999
Torreon-Tajique District #4	1	0	0	\$66,854	\$0	\$66,854	\$0	\$0	\$66,854	\$16,207	\$50,647
Willard	1	0	0	\$94,999	\$0	\$94,999	\$0	\$0	\$94,999	\$0	\$94,999
	9	0	1			\$830,363	\$0	\$94,999	\$925,362	\$69,939	\$855,423
<i>Union</i>											
Amistad-Hayden	1	0	0	\$94,999	\$0	\$94,999	\$0	\$0	\$94,999	\$0	\$94,999
Capulin	1	0	0	\$94,999	\$0	\$94,999	\$0	\$0	\$94,999	\$0	\$94,999
Grenville	1	0	0	\$89,722	\$0	\$89,722	\$0	\$0	\$89,722	\$0	\$89,722
Rabbit Ear #1	1	3	0	\$100,276	\$105,549	\$100,276	\$105,549	\$0	\$205,825	\$43,359	\$162,466
Sedan	1	2	0	\$94,999	\$66,856	\$94,999	\$66,856	\$0	\$161,855	\$38,372	\$123,483
Union Admin. Bldg.	0	0	1	\$94,999	\$0	\$0	\$0	\$94,999	\$94,999	\$0	\$94,999
	5	5	1			\$474,995	\$172,405	\$94,999	\$742,399	\$81,731	\$660,668
<i>Valencia</i>											
Los Chavez	3	0	0	\$105,553	\$0	\$316,659	\$0	\$0	\$316,659	\$0	\$316,659
Tome-Adelino	2	0	0	\$110,832	\$0	\$221,664	\$0	\$0	\$221,664	\$20,622	\$201,042
Valencia Co. Admin.	0	0	1	\$110,832	\$0	\$0	\$0	\$110,832	\$110,832	\$0	\$110,832
Valencia Del Norte	3	0	0	\$105,553	\$0	\$316,659	\$0	\$0	\$316,659	\$29,175	\$287,484
	8	0	1			\$854,982	\$0	\$110,832	\$965,814	\$49,797	\$916,017

DEPARTMENT	CL	MS	SS	AD BLDGS	MAIN STATIONS	SUB STATIONS	TOTAL PER MAIN	TOTAL PER SUB	TOTAL ADMIN	FIRE FUND DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEPT.	
GRAND TOTAL COUNTY													
				ADMIN BLDGS.			TOTAL MAIN + ADMIN	TOTAL MAIN STATIONS	TOTAL SUB STATIONS	TOTAL ADMIN	TOTAL TO DISTRIB	NMFA AMOUNT	TOTAL TO DEPARTMENTS
				MS	SS								
			380	78			\$40,702,685.00	\$37,795,798.00	\$2,716,532.00	\$2,906,887.00	\$43,419,217.00	\$2,653,561.00	\$40,765,656.00
Total County Departments			257										



County of Lincoln

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

www.lincolncountynm.gov

Director's Report

Date: 7/11/2023

Name: Joe P. Kenmore

Department: OES

Vacancies in Department: 0

Activities:

- Calls for Service: 0-Structure, 2-campfire, 3-control burns not reported,
8-alarm calls, 5-vehicle accidents, 7-Wildland fires, 1-EMS Assist The Chance Fire 6/23/23. Bull, Coyote, and Sunset North Fires 6/27/23
- Meeting with the contractors getting required information for FEMA reimbursement
- New Fire Marshals '24 budget out. Increase to all departments depending on ISO rating.
Fire Marshal's Grant opened on July 1.
- Safety meeting to remind all departments of Fire Extinguishers check and use.
- Departments have been encouraged to take the ICS training from the FEMA website. The Directors and lead personnel in some departments should have ICS 300 & 400 when the basics are finished.
- Fire Permits 15 requested, only welding with site inspections were written.
We helped support the Smokey Bear Rodeo/LC Fairboard with the genset for the power for Band Stand.
- This office created 25+ P.O.'s in this last month for all departments. Closing out PO's for the end of the year

Future Projects / Plans:

LCOES is getting ready for ISO updates to Glencoe and White Oaks FD's

Capitan July 4 parade with Capitan, Nogal, Lincoln, and OES gave out 350 burgers

White Oaks FD served 110 burgers on July 1 as well. Great turnout by all.

Both Emergency Operations Plan and Hazard Mitigation Plan are being updated.



Lincoln County Fire & Emergency Services

Fire Administration



111 Copper Ridge Road Capitan, N.M. 88316 * Office 575-336-8600 * Fax 575-336-8638

OES 7/18/2023

6/23/23 Chance fire on Bridal road off Spring Canyon in Cedar Creek. 8.9 ac. with Bonito, Nogal, Glencoe, and Lincoln FD's with Capitan, Ruidoso FD, USFS, and State Forestry on scene. Great coordination by all to keep it contained to 8.9 ac with two spots.

6/27/23 A string of lightning through the area of the MM 301.5 on US 70 and North caused 3 brush fires. The Bull Fire IC'd by Arron Griewahn was 16.6 ac. The Coyote Fire IC's by Brian Samson was 45 ac. and the Sunset North was IC'd by Dominic Bell, BLM RFO was 690 ac. Glencoe FD and myself took the Can-Am's and assisted on the last two Fires.



County of Lincoln

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

www.lincolncountynm.gov

Director's Report

Date: 07.10.2023

Name: Francesca Herrera

Department: Public Works

Vacancies in Department: 0

Activities:

- Billing for Solid Waste Q3 was mailed out July 5, 2023. There were 4515 active accounts billing a total of \$340,940.00.
8 new liens to be filed on delinquent accounts, 11 release and refile liens to be filed.
- Reviewed 7 replats, 2 done twice after sending back for chagnes. Received \$700.00 in fees for planning.
40 approval to construct floodplaining applications have been processed in Q2. 3 new alarm permits added. All liquor license
completed except 2 that are currently under sale or building is under construction.
We have received 29 trash calls. 9 calls were for illegal dumping at different locations. Began weekly monitoring of cameras at
- Eagle Creek Compactor. We have issued notice of illegal dumping to business owner who has a residence in Lincoln County, and
was caught on camera at the Eagle Creek compactor. He also was not paying SW bill for his residence in the county. Created a
new bill and advised him of the need to pay Solid Waste Bill.
Made contact and progress for 3 separate unacceptable waste complaints.
- Lodgers' Tax - we have picked up 43 new STR's. We have 7 files we are actively working that are paying the wrong entity. We are
working closely with the owners to correct the mispayments. As of July 7, we have made contact with the Village of Ruidoso Downs, and
- they are having the same issue with Airbnb in sending the taxes to the wrong entity. Villages of Carrizozo and Corona do not have
lodgers' tax departments. Capitan has 4 STR's and no issues with Airbnb.

Future Projects / Plans:



County of Lincoln

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Director's Report

Date: 07/12/2023

Name: Brianna Ventura

Department: HR/AA

Vacancies in Department: 0

Activities:

- Current Openings: Temporary Laborer (1-Road); Operator II (2-Road); Dispatcher (1-Sheriff); Legal Process Server/Animal Control Officer (1-Sheriff); Certified Deputy (1-Sheriff); Deputy Sergeant (1-Sheriff); Code Enforcement Officer (1-Public Works)
- PERA and VOYA (in-person) seminar is still scheduled for August 18th.
- Continue working with County Manager to create new compensation plan for all employees. Recommendations will be presented at the August BoCC meeting.
- Have been working with Purchasing and Public Works to finalize Solid Waste RFP. Met with potential bidders at the pre-bid meeting on Thursday, July 6th. Meeting went well and was informative.
- Beginning new project for mentoring program for youth in Lincoln County to introduce them to County Government. Commissioner Pfeffer, Ryan Trosper, Francesca Herrera and I are working together to create the program.
- We held our first CPR/First Aid class and had 13 individuals attend and pass. Big Thanks to the OES office for putting on a great class and getting some of our employees certified!
-

Future Projects / Plans:

Attend HR Affiliate Conference in October.

Meet with each employee to present a breakdown of position cost.

Prepare for Open Enrollment (October 1-31, 2023)



County of Lincoln

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Director's Report

Date: 7/11/23

Name: Renee Montes

Department: Senior Center

Vacancies in Department: _____

Activities:

- NCNMEDD/NMAAA FY24 contract to cover Senior Services Title III Federal and State Sub-Award, NSIP and SEP waiting on approval and signature.
- Renovations at the Corona Site are progressing. Will be starting bathrooms and flooring portion of grant.
- Staff trainings with Food Handlers/ Food Safety for recertification.
- Some equipment on the Hondo grant has been ordered and received. Installation is in progress. More equipment will be ordered. We are waiting on the NOO approval to proceed.
- Home delivery vehicles have been ordered. We are waiting on delivery.
- Senior Initiative Food pantry at Ruidoso Downs July 25th, 4th Tuesday of each month.
- Continuing to submit documents for annual program assessment to NMAAA for review.

Future Projects / Plans:



County of Lincoln

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AGENDA ITEM NO. 17

SUBJECT:

Countywide Software Systems

- a. Consideration of Utilizing Cooperative Educational Services (CES) Contract # 2021-C19-212-ALL to Purchase Lincoln County and Sheriff's Department Managed Services Computer System Support Agreement
- b. Discussion and Direction Regarding Tyler Technology Software Packages

Tuesday, July 18, 2023

Hi Ira and Billie-Jo,

Please ignore the previous email. There was a typo on the recurring service total (it is slightly lower now). Updated contract/agreement is attached.

After discussing with Billie-Jo over the phone and with Toni at the conference last week, attached are the updated proposals or the annual renewals based on CES pricing. The managed services contract attached includes a discount based on a two-year contract (July 1st, 2023 – June 30th, 2025).

Please note this pricing is based on discounted CES rates and PO's must be submitted through the CES portal.

If approved, please sign and return the contract. Once I have received the signed contract back, I will have it signed by Mike Vigil as well and send a copy back for your records.

Please let me know if there are any questions or if you would like to discuss the attached contracts.

Thank you,

Kelly Haddock

Systems MD | Sales Manager



Office: [\(855\) 888-2805](tel:8558882805) ext 203 | [Mobile: \(505\) 944-6973](tel:5059446973)

kelly@systemsmd.com

www.systemsmd.com

NM Office: 5908 Anaheim Ave NE, Suite A, Albuquerque, NM 87113

TX Office: 209 W 2nd Street #359, Fort Worth, TX 76102-3021

LINCOLN COUNTY AND SHERIFF'S DEPARTMENT MANAGED SERVICES COMPUTER SYSTEM SUPPORT AGREEMENT

(PRICING IS BASED ON CES CONTRACT #: 2021-C19-212-ALL)



Corporate Office

5908 Anaheim Ave NE, Suite A
Albuquerque, New Mexico, 87113
Tel 505.792.4999
Fax 505.792.1444

www.systemsmd.com



This AGREEMENT (the "Agreement") is made and entered into as of the 1st day of July 2023 (the "Effective Date"), by and between **SYSTEMS MD, LLC**, with a principal place of business at 5908 Anaheim Ave NE, Suite A, Albuquerque, New Mexico, and Lincoln County and Lincoln County Sheriff's Department ("**CUSTOMER**"), with an office located at 300 Central Ave, Carrizozo, New Mexico.

1. Computer System/Equipment/Software to be Supported and Serviced.

The computer systems, equipment, and software for which maintenance and support is offered under this Agreement are the equipment and/or peripherals, and/or cabling and/or local area network(s), and/or software listed as follows: (hereafter referred to as "equipment"):

Lincoln County:

Servers

LCNM-HVC-01 – Physical Host
LCNM-HVC-02 – Physical Host
LCNM-DC-CS – Physical Server
LCNM-PLAN-FS – Physical Server (Rural Addressing)

LCNM-GIS-CS – Virtual Server
LCNM-FS-CS – Virtual Server
LCNM-EXCH-CS – Virtual Server
LCNM-ITAS-CS – Virtual Server
LCNM-DC02-CS – Virtual Server
LCNM-LM-APP – Virtual Server
LCNM-LM-DB – Virtual Server
LCNM-LM-FILE – Virtual Server
LCNM-LM-WEB – Virtual Server

Workstations

79 Personal Computers: Organized below by Department – Computer Name

Assessor

LCNM-ASR-LT-01 – CG758S3 – W. Hill
LCNM-ASR-25 – 5LXY4Z2 – W. Hill
LCNM-ASR-26 – 6T2NQ53 – T. Thornton
LCNM-ASR-27 – 6T1VQ52
LCNM-ASR-28 – 18NTQ53 – A. Trujillo
LCNM-ASR-29 – 6T2RQ53 – G. Gonzales
LCNM-ASR30 – 6T2KQ53 – B. Zamora

LCNM-ASR-31 – 6T2TQ53 – G. Vega
LCNM-ASR-LT-02 – BG758S3 – M. Zamora Jr.
LCNM-ASR-32 – 6T2PQ53 -M. Zamora Jr.
LCNM-ASR – 33 – 6T2SQ53 – J. Serna
LCNM-ASR-34 – 6T2VQ53 – D. Badore
LCNM-ASR-35 – 6t2QQ53 – J. Samora
LCNM-ASR-36 – 6T2LQ53 – P. Hill
LCNM-ASR-37 – 6T2MQ53 – R. Monrreal

Capitan Senior Center

LCNM-SRC-08 – HVXRWM3 – S. Coleman

Carrizozo Senior Center

LCNM-CarrZia-02 – 2UA22000NM
LCNM-SRC-01 – 6WXRWM3 – K. McDonald
LCNM-SRC-04 – BWXRWM3 – R. Montes
LCNM-SRC-05 – 83TSWM3 – K. McDonald

Clerk

LCNM-CLERK-01 – HLJV7B3 – S. Hemphill
LCNM-CLERK-02 – HL728B3 – J. Trujillo
LCNM-CLERK-03 – DLLVQN3 – F. Samora
LCNM-CCLERK12 – GTQN3W2 – C. Emmor
LCNM-CCLERK14 – GTQM3W2 – N. Morero
LCNM-CLERK-19 – HZY1ND2 – K. Avila
LCNM-CLERK-20 – 8ZSM063 – S. Hemphill
LCNMCLERKMICROF – 3D6JQ02 – Public Look Up
LCNM-PUBLK-01 – GTRH3W2 – Public Look Up
LCNM-CLERKPUB3 – 6M2Y382 – Public 3

Corona Senior Center

LCNM-SRC-CORONA – 55TSWM3 – S. Lightfoot

Court

LCNM-COURT-01 – 9ZFQ1B3 – R. Burrows

EOC

LCNM-EOC-01 – 8W2JM83 – A. Greiewahn
LCNM-TOUGH2 – 50SPSG2 – A. Greiewahn
LCNM-TOUGH-03 – HM3XSG2 – J. Kenmore
LCNM-EOC-05 – 49HP23 – J. Kenmore
LCNM-EOC-06 – 8NLVWP3

Hondo Senior Center - 1

LCNM-SRC-HONDO – H6QSWM3 – B. Loving

Management Office

LCNM-MGR-04 – G050343 – T. Foligno
LCNM-TONI-LT – 2MK6ND3 – T. Foligno
LCNM-DT-HR – CLLVQN3
LCNM – LT-IRA – 5CD042BWVX – B. Herrera
FRANCESCA-LT – 56LOM13 – F. Herrera
LAPTOP-QLJSF7CG – 5CD042BX9K – Ira Pearson
LCNM-JCRUNK – R8NN5VM – J. Crunk (Commission)
LCNM-COM-01 – 4J0WMD3 – P. Pfeffer
LCNM-COM-02 – 122WMD3 – S. Serna
LCNM-COM-03 – CL0WMD3 – M. Fischer
LCNM-COM-04 – 6-2WMD3 – T. Proctor
LCNM-COM-05 – C22WMD3
LCNM-MGR-11 – HZY2ND2
LCNM-MGR-1A – HZY0ND2 – B. Guevara
LCNM-MGR-LT01 – 5CD041G608 – B. Guevara
LCNM-MGR-INV – 4G629R3
LCM-MGR-REMOTE – F1S3S73

Maintenance

LCNM-MAINT-01 – 98H3CM2 – R. Vallejos

Ruidoso Senior Center - 1

LCNM-SRC-06 – 7WXRWM3 – S. Guerrero

Roads

LCNM-ROADS-02 – HZY4ND2 – J. Honeycutt
LCNM-ROADS-03 – G8BZ7V3

LCNM-RDSC-01 – 2UA2200P7 – S. Guerrero
LCNM-ROADS-11 – FBNGQ53 – J. Herrera
LCNM-ROADS-LT01 – 5888TG2 – W. Garfield
LCNM-ROADS-LT02 – 5GC9231C0Q – S. Annala
LCNM-INDIGENT – C89V9R3 - S. Annala

SW

LCNM-DT-01 - BLLVQN3- PW/SW
LCNM-SW-2 – GTRJ3W2 – M. Williams

Planning and Substation

LCNM-PLAN-04 – GN2VH02 – J. Herrera
LCNM-PLAN-06 – 98F6CM2 – J. Herrera
LCNM-PLAN-07 – FC1Q853
LCNM-PLAN-08 – 807L9R3 – K. Helton
LNCM-PLAN-09 – 317L9R3 – G. Stout

Treasurer

LCNM-TRS-01 - FBZM853 – E. Perez
LCNM-TRS-02 – DYLJZC3 – D. Gonzales
LCNM-TRS-03 – DZWFZC3 – S. Huddleston
LCNM-TRS-07 – DYMJZC3
LCNM-TRS-11 – 98H4CM2 – Temp
LCNM-TRS-13 – FBSGQ53 – R. Wehnau
LCNM-TRS-REMOT2 – 2J94S73 – S. Huddleston
LCNM-TRS-REMOTE-F0X5S73

Tablets

DESKTOP-8GJTHAK -Unit 3
LCNM-TAB-05 – GZJV7Z1

Network Equipment

Switches

5x Netgear Switches (Manager/Treasurer/Assessor)
1x Netgear Switch (Annex)
1x Trendnet Switch (Annex)
2x Netgear Switches (Clerk)
1x Netgear Switch (Substation)
1x Netgear Switch (EOC)

2x Trendnet Switches (Server Storage)

Firewall

1x Firewall at County

6x Firewalls at remote locations

Wireless Access Points

6x Wireless N Access Points

Printers

Multiple Network Printers

Lincoln County Sheriff's Department:

Servers

LCNMS-VMHost-1 – Physical server

LCNMS-VMHost-2 – Physical server

LCNMS-SLEUTH – Physical server

LCNMS-FS – Virtual server

LCNM-FS-1 – Virtual server

LCNMS-DC1 – Virtual DC server

LCNMS-DC – Virtual DC server

LCNMS-Tyler- Virtual server

Workstations

38 Personal Computers: Organized below by Name

LCNMS-VD1

LCNMS-VD2

LCNMS-VD4

LCNMS-VD5C

LCNMS-VD6

LCNMS-VD7

LCNMS-VD8

LCNMS-VD9

LCNMS-VD10

LCNMS-VD11

LCNMS-VD12

LCNMS-VD13

LCNMS-VD14

LCNMS-VD15
LCNMS-VD16
LCNMS-VD17
LCNMS-VD18
LCNMS-VD19
LCNMS-VD20
LCNMS-VD22
LCNMS-DT-01 – CHJQZB3
LCNMS-DT-03 – CHJKZB3 – B. Bailey
LCNMS-DT-04 – CHHRZB3 – S. Chavez
LCNMS-DT-05 – CHHMZB3
LCNMS-DT-07 – CHHLZB3 – K. Wilson
LCNMS-DT-09 – CHGSZB3 – M. Wood
LCNMS-DT-10 – CHGPZB3 – J. Grassie
LCNMS-DT-11 – CHJMZB3 – Maps User
LCNMS-DT-13 – JC5J2N3 – K. Weekley
LCNMS-DT-15 – CHJNZB3 – A. Trujillo
LCNMS-DT-16 – CHGTZB3 – G. Martinez
LCNMS-DT-17 – CHGNZB3 – R. Beard
LCNMS-DT-18 – CHJJZB3 – J. Bailey
LCNMS-DT-19 – CHHQZB3
LCNMS-LT1 – PF25AZPR
LCNMS-DISP-01 – CHHPZB3
LCNM-DISP-02 – CHJLZB3 – A. Aragon
LCNMS-DISP-03 – CHHKZB3 – A. Aragon

Network Equipment

Switches

2x Switches

Firewall

1x Firewall

Printers

2x Network Printers

Covered Software

Any Microsoft Operating System from Windows 10 on (including desktop, server and mobile device)
Entire Microsoft Office Suite from 2016 onwards

Adobe PDF Applications
AVG Antivirus or alternate antivirus

Third Party Software and Support Vendors*

Triadic will be handling all IBM I-series based software. Systems MD will work together with Triadic to resolve any issues which may involve network connectivity or local desktop issues.

All GIS support will be handled by ESRI and Sidwell. Systems MD will work with ESRI and Sidwell in the event an issue requires network or local desktop troubleshooting.

Disclaimers:

Print support services do not include consumables or manufacturer required repairs

Hardware and software warranties are provided direct by manufacturers and vendors. **SYSTEMS MD** does not warranty any third-party equipment. **SYSTEMS MD** will perform basic troubleshooting and setup and serve as a liaison but is not responsible for any third-party equipment bugs or high level support. Any such bugs will be forwarded to the third-party vendor's technical support for further review and resolution. Support fees from vendors may apply.

Customer is responsible for software, annual software subscriptions, and hardware purchases.

Other equipment may be maintained on a case-by-case basis and additional monthly service charges may apply

Devices must be included in Section 1 to receive service and support under Section 2.1. Hourly rates will apply for service for items not included in Section 1.

When, in **SYSTEMS MD's** opinion, a factory replacement is necessary because normal repair and parts replacement cannot keep a unit of Equipment in satisfactory operating condition, **SYSTEMS MD** will submit a cost estimate of needed repairs which will be in addition to the charges hereunder. If **CUSTOMER** does not authorize such work, **SYSTEMS MD** reserves the right to refuse to repair the unit of Equipment. All services to be performed hereunder may be performed by **SYSTEMS MD** or by third parties designated by **SYSTEMS MD**.

2. Support.

2.1 Services and preventive maintenance provided.

Network Design and Implementation. This includes PC installation and configurations.

Operating system/application installation and support. Perform application software installation, maintenance, and upgrades.

Configure offsite remote access to shared resources and email through secure Virtual Private Network Connections.

Review server and computer event logs for potential problems. Address and correct any issues to prevent system or network failure.

Verify that servers and computers are protected from the latest virus threats. Download and install antivirus software updates, renew licenses, ensure that the software is operational, and remove threats.

Download and install the latest Microsoft security patches to protect systems from known vulnerabilities.

Download and install updates for Microsoft Office, Internet Explorer, and Security Essentials.

Set up automatic backups and verify that they are functioning as scheduled.

Set up and verify email operations including Exchange Server or POP3 email. Configure cell phones to wirelessly sync with email, contacts, tasks, and calendars.

Ensure systems are protected from spyware and spam. Provide recommendations.

Monitor server and network services. Ensure systems have access to shared resources.

Manage user access to the network in active directory. Create security groups to manage file permissions and folder access.

Create and document IT policies and procedures. Document site network design and application configurations.

Manage and store software, license keys, and other IT related data.

Follow up and meet with the technical liaison for your organization.

Network and data cabling design consultation.

Serve as liaison between client and technology vendors. Vendor support fees may apply.

Provide comprehensive IT planning and recommendations.

Other services are available on a case-by-case basis.

Server service includes:

System health monitoring and remote repair

Ensure that all server services are running properly, troubleshoot any malfunctioning services

Alert client to dangerous conditions per security policy, and recommended best practices.

Terminal server security and management

Perform all needed terminal server updates

Performance monitoring - memory, CPU, disk space, fragmentation

Clean and prune Active Directory structure, keep efficient and active

Keep service pack and hotfixes current as per company policy

Determine logical directory structure and security, implement, map and detail

Set up and maintain groups (accounting, admin, sales, etc.)

Educate and correct user errors (deleted files, corrupted files, etc.)

Power fault monitoring

Firmware and device driver updates

UPS battery testing

RAID card battery reconditioning

Intrusion monitoring and vulnerability scans

Patch assessment

Ensure that all backup services are running properly

Check event logs and identify any potential issues or dangerous server conditions

Confirm that backup has been performed on a daily basis

Verify backup and restore integrity

Keep service pack and hot fixes current as per company policy

Install software upgrades

Review windows application log.

Review windows DNS log.

Review windows active directory log.

Review windows security log.

Review windows system log.

Review IIS WWW log

Review IIS FTP log(s).

Review IIS SMTP log(s).

Note hard disk space used/remaining.

Review backup logs.

Full patch management

Review hardware errors and alerts.

Anti-Virus definition review

Inventory tracking

Workstation service includes:

System health monitoring and remote repair

Ensure that services are running properly and restart them if necessary

Check event logs and identify any potential issues, dangerous conditions and resolve issues remotely

Alert client to dangerous conditions per security policy.

Monitor hard drive free space

Performance monitoring – memory

Install software upgrades

Scheduled maintenance

Vulnerability scans

Confirm antivirus virus definition updates have occurred

Patch assessment and updates

Setup of replacement devices

Labor to repair and upgrade existing systems

Network Equipment Service Includes:

- Equipment configuration
- Verification of equipment logs
- Firmware update installation
- Connectivity and configuration troubleshooting

Data Storage Device Service Includes:

- Equipment configuration
- Verification of equipment logs
- Firmware update installation
- Connectivity and configuration troubleshooting

Printer/Scanner Service Includes:

- Driver and firmware update installation
- Connectivity and configuration troubleshooting
- Scan to folder user account setup and configuration.

Software Service Includes:*

- Installation and setup of software package
- Basic troubleshooting and support
- Liaison with technical support
- Implementation planning

Server and computer hardware installation includes:

Motherboards, internal and external hard drives, processors, optical drives, expansion cards, sound cards, tape backups, controllers, power supplies, video cards, mice, and keyboards.

2.2 Hours of Operation

SYSTEMS MD agrees, for the term of this Agreement, to provide support and services on equipment. Routine services shall be performed during our normal hours of operation between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (Principal Period of Maintenance). **SYSTEMS MD** will provide emergency service at times outside of the Principal Period of Maintenance as needed by **CUSTOMER**, only if requested service is determined to be an emergency. Emergencies are defined, but not limited to the malfunction of equipment resulting in significant downtime of a mission critical system which may result in financial loss. Holiday service for holidays herein will be available at the current Holiday Rate (Section 2.5) in addition to the monthly maintenance fee.

2.3 Service Response Time.

Unless otherwise specified, **SYSTEMS MD** agrees to respond to requests for service either (i) Normal service calls to **SYSTEMS MD** will be returned within two hours upon receipt. Service will be scheduled as soon as our schedule permits. (ii) Emergency calls will be returned immediately upon receipt. We offer a four-hour response time for emergency calls outside of normal business hours. (iii) Holiday service will require a six-hour response time and will be available at the Holiday rate in section 2.5. Port to port charges will apply. (iv) Remote access services may be utilized in lieu of an onsite visit whenever possible.

2.4 Contract Maintenance Service

This contract will provide flat rate IT service per month. This typically will include maintenance, setup, and troubleshooting at **CUSTOMER**'s office (onsite or remote) to cover equipment herein. The total for this plan will be **\$7,995.00 + tax** per month. Equipment that is not included in this service agreement will be billed at **SYSTEMS MD's** hourly rates (Section 2.5). Most services will be scheduled to take place during **SYSTEMS MD's** Principal Period of Maintenance (Section 2.2).

2.5 Rates

Monthly Pricing Breakdown Lincoln County:

Multi-Server Environment -	\$800
Multiple Virtual Servers -	\$500
2 Attached Storage Device - \$50 per unit –	\$100
79 Office Workstations - \$40 per unit -	\$3,160

LINCOLN COUNTY AND SHERIFF'S DEPARTMENT MANAGED SERVICES COMPUTER SYSTEM SUPPORT AGREEMENT

2 Tablets - \$30 per unit –	\$60
10 Network Printers - \$30 per unit –	\$300
Software Support – (includes Microsoft software as well as Apple Software) -	\$100
6 Remote Firewalls, 6 Access Points, 13 Switches – (\$10 per device) –	\$250
1 Firewall \$75 per device -	\$75
1 Onsite Trip Charges - \$240 per trip -	\$240

Monthly Pricing Breakdown Lincoln County Sheriff's Department:

Multi-Server Environment (Physical) -	\$500
Multi-Server Environment (Virtual) -	\$500
18 Workstations - \$40 per unit –	\$720
20 Virtual Machines - \$20 per unit –	\$400
2 Network Printers - \$30 per unit –	\$60
Software Support – (includes third party software as well as Microsoft software) -	\$100
1 Firewall - \$75 per device –	\$75
2 Switches - \$10 per device -	\$20
1 Trip Charge - \$240 per trip -	\$240

Total -	\$8,200
Multi-Year Discount – 5%	\$205
Total -	\$7,995 per Month + tax

Hourly Rates for items not listed in Section 1 or service required on Holidays:

Contract Rate	\$140.00 Per Hour
Normal Rate	\$150.00 Per Hour
Holiday Rate	\$300.00 Per Hour

Rate Disclaimers:

Payment terms are Net 30 from date of invoice. Payment for equipment due prior to ordering for sales over \$500.

Fee includes labor to setup replacement devices in list (upgrading or replacing a system with a new system, going from 79 to 79 computers). Additional labor will apply to add new devices to the network (example, going from 79 to 80 computers).

Holidays are billed in 30-minute increments with a one hour minimum for onsite work and ½ hour minimum for remote work. Port to port trip charges will apply.

Specialist labor includes advanced networking such as Cisco, Security, Hyper-V configurations, etc.

Equipment counts will be reassessed monthly to account for any additions or removal of equipment covered under this maintenance agreement.

Included in this agreement are trip charges for weekly scheduled onsite visits that are to take place during **SYSTEMS MD's** normal business hours. Exact day and time to be determined. Trip charges will apply for any additional visits to the main or remote offices.

Mobile Phones, Printers, and other equipment not included in this plan will be billed at **SYSTEMS MD's** normal, emergency, or holiday rate dependent on when service is requested.

2.6 Force Majeure.

The maintenance service to be provided by **SYSTEMS MD** under this Agreement shall not include the following:

- (a) Performing services in connection with the use of the Equipment in conjunction with other equipment or software, the relocation of the Equipment, the rewiring or rerouting of cables, or the addition or removal of accessories, attachments, features, or other devices;
- (b) Electrical work to the equipment;
- (c) Maintenance of accessories, attachments, features, or devices other than the Equipment;
- (d) Maintenance of equipment from which the original identification marks have been removed or altered; or
- (e) Repair of damage resulting from (i) accident, transportation, neglect, or misuse by **CUSTOMER, CUSTOMER's** failure to provide the necessary facilities or specified operating supplies, or failure by **CUSTOMER** to meet site specifications applicable to the Equipment; (ii) causes external to the Equipment such as, but not limited to, unusual physical stress, failure or fluctuation of electrical power, air conditioning or humidity control; or (iii) any cause other than ordinary use (e.g., accident, fire, lightning, water damage,

LINCOLN COUNTY AND SHERIFF'S DEPARTMENT MANAGED SERVICES COMPUTER SYSTEM SUPPORT AGREEMENT

negligence, misuse or repairs, alterations or modifications performed by persons not authorized by **SYSTEMS MD**);

- (f) Furnishing expendable or consumable supplies, equipment or accessories for the equipment;
- (g) Maintenance of the Equipment or portions thereof which **CUSTOMER** has modified or repaired as set forth in Section 3 hereof or portions of the Equipment affected by such **CUSTOMER** modifications or repairs;
- (h) Reconditioning required when repair and parts replacement cannot keep the Equipment in operating condition;
- (i) Except with respect to computer software covered by a separate software maintenance agreement, any computer software included as part of the Equipment shall not be the responsibility of **SYSTEMS MD**, except that **SYSTEMS MD** agrees to use reasonable efforts to coordinate any material problems in such software with the manufacturer or distributor of the equipment to alleviate the problem.
- (j) Infrastructure wiring.
- (k) QSA Security Audits are not included, but compliance standards will be maintained upon completion of an audit.
- (l) Hardware repairs of Mobile Phones/PDAs, monitors, and printers.
- (m) Specific requests by **CUSTOMER** for maintenance outside the scope of this Agreement.

3. Customer Modifications and Repairs.

3.1 Customer Modifications.

CUSTOMER shall inform **SYSTEMS MD** in writing of any modifications to be made by **CUSTOMER** or any third party to the Equipment. **SYSTEMS MD** shall not be responsible for maintaining **CUSTOMER** or third party modified portions of the Equipment or portions of the Equipment affected by such modified portions.

3.2 Customer Repairs.

Maintenance or repairs due to **CUSTOMER's** unauthorized repairs or maintenance shall be subject to **SYSTEMS MD's** personnel availability and billed at **SYSTEMS MD's** standard time and material charges. In addition, all warranties express, implied or statutory are deemed revoked by **SYSTEMS MD** and waived by **CUSTOMER** until such repair or maintenance has been performed by **SYSTEMS MD** and the Equipment has been certified by **SYSTEMS MD** for performance.

4. Customer Support.

CUSTOMER agrees to use the Equipment in accordance with the operating manuals for the Equipment. **CUSTOMER** agrees to provide **SYSTEMS MD** with access to its facilities and the necessary equipment and documentation for **SYSTEMS MD** to perform maintenance, and with sufficient support and test time so that **SYSTEMS MD** is able to duplicate any problem reported, to certify that the problem is with the Equipment, to correct the problem and to certify to **CUSTOMER** that the problem has been corrected. **SYSTEMS MD** will make all reasonable efforts to ensure **CUSTOMER** backups are running correctly, but **CUSTOMER** shall be solely responsible for its data, information and programs stored on the Equipment including the making of timely and accurate back-up copies. **Customer** must follow IT Security Best Practice recommendations to prevent unauthorized data breach, prevent outside infection or data encryption, to reduce vulnerabilities, and to maintain regulation compliance and business continuity. These practices include but are not limited to: password best practices, employee computer use agreements and training, data backup best practices, and utilization of network security hardware and software.

5. Term.

- (a) The **CUSTOMER** has elected to have monthly maintenance provided in a Biennial Maintenance contract. This Agreement shall commence on the date **SYSTEMS MD** receives payment for the first monthly maintenance fee, which shall be advanced, and shall continue until the expiration of the designated term. Thereafter, this Agreement shall be renewed upon negotiation by both **CUSTOMER** and **SYSTEMS MD** on the anniversary of each biennial term. All terms shall be renewed unless this Agreement is terminated in accordance with the provisions of Section 11.

6. Price and Payment.

6.1 Monthly Maintenance Fee.

- (a) **CUSTOMER** shall pay to **SYSTEMS MD** the monthly maintenance fee for service and the maintenance fee shall be payable in advance. After the expiration of the First Term, **SYSTEMS MD** may change the maintenance fee from time to time in accordance with its standard maintenance charges provided that **SYSTEMS MD** shall have given **CUSTOMER** sixty (60) days written notice prior to the term for which such revised maintenance fee shall apply. If the fee is changed, this Agreement may be terminated by **CUSTOMER** upon a minimum of thirty (30) days written notice prior to the expiration of the biennial term.
- (b) The Maintenance service fee under this Agreement shall continue (i) only so long as **CUSTOMER** maintains the current installed version of the equipment or replaces an item with a comparable replacement, or (ii) until terminated by either party in accordance with the terms of this Agreement.
- (c) The Monthly Maintenance Fee is as follows **\$7,995.00 + tax.**

6.2 Additional Charges.

With respect to (i) maintenance of the Equipment which **SYSTEMS MD** provides in response to a request by **CUSTOMER** for maintenance and which **SYSTEMS MD** is not obligated to provide under this Agreement, or (ii) corrections for difficulties or defects traceable to **CUSTOMER's** unauthorized acts, errors or system changes, **CUSTOMER** shall pay **SYSTEMS MD** for all efforts toward such services, corrections or remedies at **SYSTEMS MD's** then current standard time and materials charges. With respect to any repairs which are excluded from this Agreement, and which are required for the Equipment to be in proper working order, **SYSTEMS MD** will submit a description of the work which is necessary to restore the equipment to proper working order and the charges therefore, and will request permission to restore the equipment to proper working order. If **SYSTEMS MD** is not granted the permission to perform such restoration at **CUSTOMER's** expense, **SYSTEMS MD** shall have the right to terminate all its obligations under this Agreement with respect to such damaged Equipment.

6.3 Invoices.

All invoices including, but not limited to, invoices for maintenance fees, time and materials charges, and expenses, are due thirty (30) calendar days after receipt of invoice. Equipment fees will be due prior to ordering for sales over \$500. If **CUSTOMER** fails to pay any amount due within thirty (30) days from the receipt of the invoice, late charges of 1 ½%, or the maximum interest rate allowed by law, per month shall also become payable by **CUSTOMER TO SYSTEMS MD**. In addition, failure of **CUSTOMER** to fully pay any invoiced amount within forty-five (45) days after the receipt of the invoice shall be deemed a material breach of this Agreement and shall be sufficient cause for immediate termination hereof. If **CUSTOMER** fails to pay, when due, any amount payable hereunder or fails to fully perform its obligations hereunder, **CUSTOMER** agrees to pay, in addition to any amount past due, plus interest accrued thereon, all reasonable expenses incurred by **SYSTEMS MD** in enforcing this Agreement including, but not limited to, all expenses of any legal proceeding related thereto and all reasonable attorneys' fees incurred in connection therewith. No failure by **SYSTEMS MD** to request any such payment or to demand any such performance or performance of any **CUSTOMER** obligation hereunder shall be deemed a waiver by **SYSTEMS MD** of **CUSTOMER's** obligations hereunder or a waiver of **SYSTEMS MD's** right to terminate this Agreement.

6.4 Taxes.

CUSTOMER shall, in addition to the payments required hereunder, pay, or reimburse **SYSTEMS MD** for all sales, use, transfer or other taxes, and all duties, whether national, state, or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby; excluding, however, taxes on net income which may be levied against **SYSTEMS MD**. **SYSTEMS MD** may add such taxes to the invoices submitted to **CUSTOMER** hereunder.

7. Travel Expenses.

The maintenance fee payable hereunder includes two onsite visits to the **CUSTOMER** office in Carrizozo, NM and related charges, with the exception of emergency requests for service and lodging, if required with respect to maintenance services provided for the biennial maintenance fee hereunder during the Principal Period of Maintenance. Holiday services are billed including port to port transportation time. Pick up and drop off fees will apply for any applicable transactions. All travel expenses for all services billed in addition to the biennial maintenance fee shall be charged to **CUSTOMER** as incurred.

8. Warranty.

SYSTEMS MD's SOLE OBLIGATION UNDER THIS AGREEMENT WILL BE TO PROVIDE SERVICE AND MAINTENANCE AS DESCRIBED IN SECTION 2 ABOVE. ALL MAINTENANCE SERVICES ARE PROVIDED "AS IS." SYSTEMS MD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Manufacturer warranties are specifically provided by the equipment manufacturer. Time spent by SYSTEMS MD to contact manufacturers for warranty replacement for equipment that is not covered by this support agreement will be billed to CUSTOMER.

9. Limitation of Liability.

SYSTEMS MD shall not be responsible to **CUSTOMER** for loss of use of the equipment or for any other liabilities arising from its performance of maintenance hereunder whether such performance is by **SYSTEMS MD** or third parties designated by **SYSTEMS MD**. **SYSTEMS MD** shall have no liability or obligation under this Agreement with respect to **CUSTOMER** data, information or computer programs whether or not stored on the Equipment. **SYSTEMS MD SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS OR THE OBLIGATIONS OF ITS AGENTS OR DESIGNEES UNDER THIS AGREEMENT OR OTHERWISE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF SYSTEMS MD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In no event shall **SYSTEMS MD's** liability for any reason and upon any cause of action whatsoever exceed the lesser of (i) fifty percent (50%) of the then current maintenance fee paid hereunder, or (ii) that portion of the amounts paid hereunder which is attributable to the particular unit of equipment directly involved in the liability claim.

10. Indemnity.

Neither party shall indemnify and hold harmless one another from any loss, cost or expense, including attorneys' fees, to persons or property, other than the Equipment, suffered or incurred in connection with any claim, suit or proceeding brought against one another to the extent that it

arises out of this Agreement or possession or use of the Equipment and services provided therefore.

11. Termination.

11.1 Continuous Maintenance.

This Agreement is renewable in accordance with the terms of Section 5, "Term," and shall remain in effect only so long as **CUSTOMER** continuously contracts for or receives maintenance from **SYSTEMS MD** for all of the equipment covered by this Agreement from the time of acceptance of such Equipment. If **CUSTOMER** discontinues such maintenance under this Agreement as to any portion of such Equipment, **SYSTEMS MD** may immediately terminate this entire Agreement. Upon early termination of this agreement, **CUSTOMER** will be responsible for fulfilling the contractual monthly maintenance fees through the expiration of biennial term. Replacement server projects are **not** included, if a replacement server is needed, a project estimate will be provided. In the event that equipment no longer requires service it may be removed from the contract at the end of the monthly billing cycle. The contracted amount can be decreased by no more than 15% of cost for the duration of the biennial contract period.

11.2 Termination.

In addition to its rights as set forth elsewhere in this Agreement, **SYSTEMS MD** shall have the right to terminate this Agreement upon thirty (30) days written notice to **CUSTOMER** upon: (a) the violation or breach by **CUSTOMER**, its officers or employees of any provision of this Agreement including, but not limited to payment; (b) the termination of the business of **CUSTOMER**; (c) the voluntary or involuntary filing of a bankruptcy petition or similar proceeding under state law with respect to **CUSTOMER**; or (d) **CUSTOMER's** becoming insolvent or making any assignment for the benefit of creditors.

In addition to its rights as set forth elsewhere in this Agreement, **CUSTOMER** shall have the right to terminate this Agreement upon thirty (30) days written notice to **SYSTEMS MD** upon: (a) the termination of the business of **SYSTEMS MD**; or (b) the voluntary or involuntary filing of a bankruptcy petition or similar proceeding under state law with respect to **SYSTEMS MD**;

11.3 Notice of Termination.

(a) **Biennial Term.** If the **CUSTOMER** elects a biennial Maintenance Term, then after the first twelve (12) months of maintenance service under this Agreement, this Agreement may be terminated by **CUSTOMER** upon a minimum of thirty (30) days written notice prior to the expiration of the biennial term. No refund will be due if **CUSTOMER** cancels maintenance or if **SYSTEMS MD** terminates this Agreement pursuant to Section 11.2 above.

12. General

12.1 Entire Agreement.

This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties with respect to the subject matter hereof and supersedes and merges any prior understandings or agreements, oral or written.

12.2 Assignment.

This Agreement shall be binding upon the parties and their respective successors and assignees. Neither party may assign this Agreement, or any of its rights, duties or obligations hereunder, in whole or in part, to any person or entity without the prior written consent of one another.

12.3 No Waiver.

The waiver or failure of either party to exercise any rights in any respect provided for herein shall not be deemed a waiver of any other or further right hereunder.

12.4 Severability.

If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

12.5 Modifications.

This Agreement may not be modified or altered except by written instrument duly executed by both parties, and except that **SYSTEMS MD** may change the terms and conditions of this Agreement upon written notice to **CUSTOMER** sixty (60) days prior to the first day of any renewal period.

12.6 Governing Law.

This Agreement and performance hereunder shall be governed by the Laws of the State of New Mexico, and **CUSTOMER** hereby consents to the exclusive jurisdiction of the courts of the State of New Mexico or the Federal courts sitting in New Mexico and waives any objection to such venue.

12.7 Limitation of Action.

No action regardless of form, arising out of this Agreement may be brought by **CUSTOMER** more than one (1) year after the cause of action has arisen.

12.8 Notice.

Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof, (ii) if mailed, three (3) days after deposit in the U.S. mails, postage Prepaid, certified mail, return receipt requested. All notices shall be addressed to the parties at their respective addresses indicated herein and, on the face, hereof.

12.9 Remedies.

The rights and remedies of **SYSTEMS MD** set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the date and year first written above by their duly authorized representatives with a clear and full understanding of the information contained herein. (Contract valid from July 1st, 2023 through June 30th, 2025.)

Accepted (signature)

(Accepted (signature))

Lincoln County

Systems MD

By: _____

By: Mike A Vigil

Title: _____

Title: Principal

Date: _____

Date: _____

LINCOLN COUNTY NEW MEXICO

ANNUAL RECURRING SERVICES

(PRICING IS BASED ON CES CONTRACT #: 2021-C19-212-ALL)



5908 Anaheim Ave NE, Suite A
Albuquerque, New Mexico, 87113
Tel 505.792.4999
Fax 505.792.1444

www.systemsmd.com



CONTACT INFORMATION

Company Name: Systems MD

Nearest Business Location: 5908 Anaheim Ave NE, Suite A, Albuquerque, New Mexico

Technical Contact

Toll-Free: 855-888-2805

Office: 505-792-4999

Fax: 505-792-1444

Email: techs@systemsmd.com

Contractual Contact

Toll-Free: 855-888-2805

Office: 505-792-4999

Fax: 505-792-1444

Email: sales@systemsmd.com

Lincoln County New Mexico

Service	Description	Price & Term	Renewal Date
AppRiver Spam Filtering	1 x AppRiver SecureTide Spam Filtering with 1 Domain	\$204/Year	7/1/2023
ScreenConnect Remote Access	Remote Access	\$360/Year	7/1/2023
SSL Security Certificate/Domain Name	SSL Security Certificate	\$79.99/Year	7/1/2023
Managed Services (County and Sheriff Offices)	Monthly Fee - \$7,995/Month (2-Year Contract)	\$95,940/Year	7/1/2023
Vipre Antivirus	92x Antivirus Licenses	\$2,208/Year	9/1/2023
Netwrix Auditing Software	Ira discussed, most likely not renewing	TBD if renewing	9/1/2023
Office 365 Renewals	63x Office 365 licenses -Annual Renewal	\$9,072 /Year	9/20/2023
Archives Hosting and Certificate Renewal	1 x Hosting and Certificate Renewal	\$1,199.88/year	12/1/2023
Unitrends Replacement Device – 3 Year Subscription	Triennial – updated/replacement Device and Support	*Estimated: \$18,000/3 Years	3/30/2024
Premium DNS WebServices	UCC SSL up to 5	\$79/Year	9/16/2024

Lincoln County New Mexico Total: \$127,063.87/July 1, 2023 – June 30th, 2024

Lincoln County Sheriff's Department

Service	Description	Price & Term	Renewal Date
Vipre Antivirus	28x Antivirus Licenses	\$672/Year	9/1/2023
Office 365	24x Office 365 Licenses	\$3,456/Year	9/20/2023
Unitrends Backup Support Renewal	Annual – recommend upgraded device following year	\$3,500/Year	04/2024
Unitrends Backup Cloud Renewal	Annual – recommend upgrade following year	\$600/Year	04/2024

Lincoln County Sheriff's Department Total: \$8,228.00/ July 1, 2023 – June 30th, 2024

DISCLAIMERS

- * All service fees listed above are based upon the indicated term. Prices are subject to change, and Systems MD will notify clients of any price changes.
- * Unitrends Renewal/Upgrade pricing will need to be confirmed at time of renewal as prices are subject to change.
- * Lincoln County New Mexico is responsible for their domain renewal with dotgov.gov.
- * Systems MD requires 30 days' notice prior to expiration of the service term if a client wishes to cancel or modify any of the above services.

Accepted Payment Methods: Check, or Credit Card

AGREEMENT:

By signing below, you agree to purchase the services listed above from Systems MD for the indicated Price & Term. You understand that these services require recurring fees for each service term, and that these fees are subject to change in future service terms.

I clearly understand and accept the terms of this agreement.

Lincoln County, New Mexico Authorized Representative:

(Signature)

(Date)

(Print Name)

(Title)

Hi Ira

Here is a budgetary estimate for Tyler's software for the Assessor and Treasurer offices. You said if you had the numbers by June 13th, you would be able to present them to the Commissioners at the June 20th meeting.

Nearly 50% of the Clerks and 67% Assessors and Treasurers in New Mexico use Tyler software. There is a reason that so many counties use this software and not the others (...and why the counties using "the others" are coming to talk to me about Tyler software). This really is a case of you-get-what-you-pay-for.

Here are the numbers.

- Assessor Plus and Treasurer Plus software as a **Hosted installation (SaaS)**:
 - **Annual hosting fee estimate: \$105K/yr.**
 - Annual fee is fixed for the term of the contract
 - You will be billed for the annual hosting fee when you sign the contract.
 - This is because when we receive your contract, we are spending money of servers, databases, network connections, getting the infrastructure setup, etc.
 - 5 year contract
 - Hosting fee includes:
 - All software
 - Unlimited technical support
 - Free software updates and upgrades
 - **All servers hosted in the Tyler datacenter (database server, application server, web server)**
 - Database Management Admin services (DBA) included
 - DBA services include all databases requires for your data, images and applications, load balancing, performance and uptime, Service Level Agreement (SLA) requirements met.
 - Network Operations Center services (NOC) included
 - NOC services include 24/7/365 monitoring of your data and application against hacking and providing cyber security.
 - Disaster Recovery services and backup of data included
 - Fully redundant backup site
 - **Professional Services estimate for both offices: \$160K**
 - Data and image conversion from your current vendor
 - We have experience converting from your current system to Tyler software
 - Software installation and configuration
 - Setting up the workflow and fields the way you prefer
 - Based on a Business Process Review (BPR) with you at the beginning of the project
 - Training of all staff
 - Training pre-Go Live

- Support immediately post-Go Live
- Transition from our Implementation team to our Support Team
 - Joining the Tyler Support staff for unlimited technical support and the Tyler User Community
- Professional Services expenses are billed as incurred during the course of the project
 - Estimate for a software installation project for both offices to be 9-12 months.
 - No services are billed until the project begins
 - The expenses would be spread over the 9-12 month project.
 - Actual expenses are billed
- **The estimate for a total contract for a SaaS installation would be \$265K**

I will be traveling this week but can make myself available for a phone call. You can call or text me at 720-270-7540. I suggest a text first. If I'm in a meeting, I can reply to let you know if I can step out or if not, when I can be available.

Ira, I know these numbers look big to you. But this software is really good and will help your assessor and treasurer be more efficient, comply with state statutes, and actually collect more revenue for your county. And with Tyler software, there is peace of mind with a stable vendor who is continually investing in the software and providing updates and current technology.

Please let me know if you have any questions and if you are able to get on the BOC agenda for the 20th.

Regards,

Glen

Glen Snider
Senior Account Executive
Tyler Technologies, Inc.

P: 720-270-7540
C: 720.270.7540
www.tylertech.com



Empowering people who serve the public®

Did you know you can chat with Support?
[Chat with us at chat.tylertech.com!](http://chat.tylertech.com)



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:

Solid Waste Item:

- a. Discussion and Direction Regarding the Consolidated Solid Waste Ordinance Nos. 2016-02 and 2020-04
- b. Approval to File Solid Waste Liens:
 - 1 Andres S. Enriquez and Luisa Enriquez-**\$653.86**
 - 2 Carrie Kindle-**\$653.86**
 - 3 Cody L. Sanchez and Amanda M. Sanchez-**\$653.86**
 - 4 Veronica Amador and Consuelo Amador-**\$653.86** (Land# 267350 Veronica & Consuelo Amador) (MH# 1004977 Veronica & Consuelo Amador)
 - 5 Eddi Valenzuela-**\$653.86** (Land# 242340 Eddi Valenzuela) (MH# 1000015 Eddi Valenzuela)
 - 6 Toni Lee Janis-**\$653.86** (Land# 197523 Toni Lee Janis) (MH# 1005740 Emmitt Autrey)
 - 7 Daniel Looney and Shianne Looney-**\$653.86** (Land# 1003218 Daniel & Shianne Looney) (MH# 108102 Shianne N. Looney)

Liens to be Released and Refiled:

- 8 Ferrell S. Desoto & Patricia R. Desoto - **\$2,514.38**
- 9 Dan P. Dooley & Sue A. Dooley - **\$2,472.70**
- 10 Judy Ann Emberton – **\$2,266.07**
- 11 Leanne Eulett - **\$2,514.38**
- 12 Jeremy Flack & Savannah Flack - **\$2,514.38**
- 13 Guillermo Garcia - **\$2,604.43**
- 14 Jose R. Gonzalez Jr. & Carolina Martinez Saenz - **\$2,604.43**
- 15 Alejandro C. Granados - **\$2,095.44**
- 16 Tabita Chavez - **\$2,046.19**
- 17 Jerry Lee Gutierrez & Michael Floyd Gutierrez - **\$2,314.38**
- 18 Ruben Chavez-**\$1,552.74** (Land# 239070 Ruben Chavez) (MH# 239072 Ruben Chavez)

Tuesday, July 18, 2023

ORDINANCE NO. 2023-

SOLID WASTE COLLECTION, DISPOSAL AND FEES ORDINANCE OF THE COUNTY OF LINCOLN, NEW MEXICO

AN ORDINANCE REPEALING LINCOLN COUNTY ORDINANCES 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.

WHEREAS, the Board of Lincoln County Commissioners finds it necessary to repeal Ordinances 2016-02 and 2020-04, and enact a new Ordinance in order to protect the health, safety, and welfare of the citizens of Lincoln County; and

WHEREAS, the Board of Lincoln County Commissioners, pursuant to the provisions of §4-56-1 *et seq.* NMSA 1978, is delegated the authority to "...establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse; and

WHEREAS, the Board of Lincoln County Commissioners finds this Ordinance is applicable in all unincorporated areas of the County of Lincoln outside of municipalities and lawfully created water and sanitation districts; and

WHEREAS, the Board of Lincoln County Commissioners finds that this Ordinance is necessary and proper in order to provide for a safe, sanitary, coordinated County-wide program of collection, control, and disposal of Acceptable and Unacceptable Waste in unincorporated areas of the County of Lincoln outside of municipalities and lawfully created water and sanitation districts, in cooperation with Federal and State agencies; and

WHEREAS, the Board of Lincoln County Commissioners has determined that it is necessary and proper to protect the waters, both underground and flowing in rivers, creeks, and streams, through the enactment of regulations concerning the proximity of disposal of Acceptable and Unacceptable Waste to underground and surface water; and

WHEREAS, the Board of Lincoln County Commissioners finds that this Ordinance is necessary to protect the environment and promote the preservation of the natural beauty of Lincoln County lands; and

WHEREAS, the Board of Lincoln County Commissioners finds it necessary to provide a fair and equitable procedure to allocate the cost of solid waste collection among the residents in unincorporated areas of the County of Lincoln outside of municipalities and lawfully created water

and sanitation districts,, and to provide a system for establishing, amending, changing, and/or altering a system of fees by Resolution and also providing for appropriate public input to such system of fees; and

WHEREAS, the Board of Lincoln County Commissioners finds it necessary to establish fees assessed for delinquent payments and/or failure to make payments, and to provide a means of collecting associated court costs and attorneys' fees in the lawful pursuit of collection of delinquent payments; and

WHEREAS, the Board of Lincoln County Commissioners also finds it necessary to provide a system for the citizens of Lincoln County to apply for waivers of certain solid waste fees when determined as necessary.

NOW, THEREFORE, BE IT ORDAINED by the Board of Lincoln County Commissioners as follows:

Section 1. Title.

This Ordinance shall be referred to as the Solid Waste Collection, Disposal and Fees Ordinance of the County of Lincoln, New Mexico.

Section 2. Definitions.

For the purpose of this Ordinance, the following terms, phrases, words and their derivatives shall have the meanings stated herein:

“Acceptable Waste” is defined as household garbage or trash originating or generated from ~~inhabitable~~ **habitable** entities within the boundaries of the County, including but not limited to: waste food, swill, carrion, slops, or waste from the preparation, cooking and consumption of food and from the handling, storage and sale of food products.

“Arroyo” is defined as any canyon, draw or wash or any other earthen channel with visible evidence of the occasional flow of water.

“Ashes” is defined as fire residue of any kind including, but not limited to, fireplace ashes, barbecue grill briquettes, wood chips, wood stove ashes, campfire ashes, hot waste or other material susceptible of spontaneous combustion.

“Board” is defined as the Board of County Commissioners of the County of Lincoln, New Mexico.

“County” is defined as the County of Lincoln, New Mexico.

“County Manager” is defined as the chief administrative assistant to the Board of Lincoln County Commissioners.

“Debris” is defined as waste materials resulting from construction, remodeling, repair of buildings or roads or other structures, and from demolition of buildings, roads and other structures, including, but not limited to, bricks, concrete blocks, sheetrock, shingles, roofing material, lumber, metal or plastic piping, but does not include any Unacceptable Waste, hazardous, contaminated or regulated waste.

“Flood Plain” is defined as the relatively flat area or low land adjoining the channel of a watercourse or a body of standing water which has been or may be covered by flood waters, and which has a one (1%) percent chance of occurring in a given number of years, the limits of which are shown on a National Flood Insurance Program (NFIP) Flood Insurance Rate Map (FIRM).

“Habitable” is defined as a unit suitable or fit in which to live or occupy, and/or each single unit of multi-unit dwellings.

“Hauler” is defined as any person who collects Acceptable or Unacceptable Waste from any property not owned by that person.

~~“Inhabitable” is defined as a unit suitable or fit in which to live or occupy, and/or each single unit of multi-unit inhabitable dwellings.~~

“Landfill” is defined as a facility designed for the disposal of refuse and solid waste materials permitted in accordance with EID Regulations.

“Occasional Use” is defined as less than thirty (30) days occupancy per year.

“Owner” is defined as an owner, whether residing in said premises or not, of any property located within the unincorporated areas of the County of Lincoln outside of municipalities and lawfully created water and sanitation districts.

“Person” is defined as any individual, partnership, company, corporation, firm, association, trust, estate, state and federal agency, government instrumentality or agency, institution, county, city, town, village, or municipality or other legal entity, however organized.

“Premises” is defined as ~~an improved or unimproved~~ a structure, whether designed for private or commercial use, located within the unincorporated areas of the County of Lincoln outside of municipalities and lawfully created water and sanitation districts.

“Refuse” is defined as all junked parts or bodies of automobiles, tires, waste paper, paper cartons, cardboard, trees, tree branches, yard trimmings or clippings, leaves, pine needles, wood, glass, plastic, discarded furniture or appliances, tin cans, bottles, dirt, ashes, liquid petroleum waste, such as motor oil and such similar items, and all other unwholesome material of every kind, not including garbage or debris.

“Residence” is defined as any ~~inhabitable~~ **habitable** dwelling or each single unit of multi-unit ~~inhabitable~~ **habitable** dwellings.

“Responsible Party” is defined as the owner, tenant, lessee, manager, trustee, occupant, or successor-in-interest of any premises, whether occupied or vacant, improved or unimproved, who is responsible for payment of the mandatory fee for solid waste collection.

“Solid Waste” is defined as garbage, refuse and/or debris of any kind generated by an individual, household or commercial establishment.

“Toxic, Hazardous, Ignitable, Flammable, or Explosive Waste” is defined as explosive, toxic, radiologic, biologic or pathological substances, waste defined or classified as hazardous waste at any time under federal, state or local law, oil sludge, cesspool or other human waste, human remains, the carcasses of dead animals, liquid waste and slurries, drilling fluids and produced waters and other non-domestic wastes associated with mining and/or extraction, production of any crude oil, ores, minerals, natural or any other gasses, chemicals from commercial sources such as cleaning fluids, petroleum products, paints, acids, caustics, pesticides, insecticides, poisons, drugs, waste contaminated by infectious diseases, radioactive waste, live pests, toxic, highly flammable or explosive materials and all other unwholesome materials, the processing of which could pose a threat to health or safety of Waste Plant workers or damage to the Waste Plant. Unacceptable Waste includes hazardous waste as set forth in the New Mexico Hazardous Waste Act, §74-4-1 et seq. NMSA 1978. Unacceptable Waste shall be disposed of in accordance with any applicable State and Federal laws or regulations at the expense of the person accumulating the waste.

“Unacceptable Waste” means any waste containing, ashes, rocks, sand, dirt, concrete, tree stumps, yard waste, including pine needles, grass and tree clippings, leaves, and cut weeds, trees, tree branches, or other vegetative matter that normally results from land clearing, construction debris, street sweepings, large paper cartons and cardboard, large items of furniture, appliances, metal objects, machinery and equipment such as automobile and vehicular parts, inoperable or partially dismantled motor vehicles, tires, trailers, agricultural equipment, marine vessels, or similar items, farm and other large machinery, wire and cable from industrial sources. Unacceptable Waste additionally includes all items identified in the definition of Toxic, Hazardous, Ignitable, Flammable, or Explosive Waste set out above.

“Uninhabitable” is a unit **un**suitable or **un**fit in which to live or occupy, and/or each single unit of multi-unit **un**inhabitable dwellings.

Section 3. Powers of the County of Lincoln

In connection with the operation of a mandatory solid waste collection system, the Board may:

A. Execute agreements on behalf of the County, with any municipality, county or other local unit of government, or any private entity for the collection, regulation, transportation and disposal of solid waste generated in the unincorporated areas of the County;

B. Establish, assess, and collect fees directly, or through its authorized agent, from Responsible Parties using the solid waste collection system in amounts sufficient to pay the necessary costs of the collection, transportation and disposal system; and

C. Coordinate the collection, regulation, transportation and disposal of solid waste in consultation with the New Mexico Environment Department.

Section 4. Mandatory Collection and Disposal of Acceptable and Unacceptable Waste.

A. Any disposal of Acceptable and/or Unacceptable waste, except as provided by this Ordinance, is hereby declared to be unlawful and a violation of this Ordinance.

B. Any accumulation of Acceptable and/or Unacceptable Waste is hereby declared to be a nuisance, unlawful and a violation of this Ordinance.

Section 5. Accumulation of Waste and Litter; Removal; Violation.

A. No person shall cause or permit to remain upon any property, private or public, any Acceptable or Unacceptable Waste, or any composition of residue thereof which is in an unsanitary condition or hazardous to public health.

B. No person shall dispose of Acceptable Waste except in waste disposal facilities, and County containers including, poly-carts, dumpsters or compactors.

C. No person shall dispose of Unacceptable Waste or Toxic, Hazardous, Ignitable, Flammable, or Explosive Waste as defined in Section 2 of this Ordinance in any County container use for the regular collection of Acceptable Waste but shall dispose of such Waste, in a landfill if not considered toxic, hazardous, ignitable, flammable, or explosive waste, and if considered toxic, hazardous, ignitable, flammable, or explosive waste in accordance with any applicable State and Federal laws or regulations at the expense of the person accumulating the waste.

D. No person shall set fire or cause or procure a fire to be set to any Acceptable or Unacceptable Waste, including but not limited to, cans, cartons, wrappings containing food or organic waste, hair, wool, rubber, plastic, or any other substance which would create offensive, obnoxious or dangerous fumes or odors unless in an incinerator which has been approved by the fire chief or health authority of the County.

E. No person shall throw, sweep, dump, deposit, or dispose of any Acceptable or Unacceptable Waste or elements thereof, upon on any road, street, gutter, sidewalk, alley, sewer, parkway, or on the ground beside any waste receptacle or other public place within the unincorporated areas of the County of Lincoln outside of municipalities and lawfully created water and sanitation districts.

F. No person shall dispose of any Construction Debris in any County container used for the regular collection of Acceptable Waste but shall dispose of such Waste, in a landfill if not considered toxic, hazardous, ignitable, flammable, or explosive waste, and if considered toxic,

hazardous, ignitable, flammable, or explosive waste in accordance with any applicable State and Federal laws or regulations at the expense of the person accumulating the waste.

G. It shall be the duty of either an Ordinance Enforcement Officer, the Sheriff or his/her designee, to enter upon any non-posted private or public real property after having received a complaint for the purpose of inspecting, to ascertain if there exists on the land thereon a condition that is contrary to or in violation of this Ordinance. Said Ordinance Enforcement Officer, Sheriff or his/her designee, may enter upon the land without a complaint having been received only if the Ordinance Enforcement Officer, Sheriff or his/her designee, personally views a violation. If the owner or occupant of any land objects to the Ordinance Enforcement Officer or the Sheriff or his/her designee, entering upon their property, as above stated, a warrant will be obtained from a court of competent jurisdiction prior to inspection.

1. If, upon the basis of such inspections, the Ordinance Enforcement Officer, or the Sheriff or his /her designee finds that any of Subsections A-E in this Section 5 have not been complied with or that a violation exists, the Ordinance Enforcement Officer shall notify the Responsible Party of the existence and location of the unlawful Acceptable or Unacceptable Waste accumulations, and provide a designated period of time from ten (10) days up to thirty (30) days to correct such condition.
2. Upon the failure, neglect, or refusal of any Responsible Party to properly correct any such conditions as set forth herein, within the time prescribed (or within five [5] days of the return as undeliverable of such prescribed notice if the notice is served by mail), the Board may contract for the correction of unlawful accumulation or order its correction by the County, at the expense of the Responsible Party.
3. The cost for correction shall be a lien upon the property and shall remain in full force and effect for the amount due plus interest at the legal rate from the date of filing of the lien until paid, and all other costs, including attorney's fees. The lien shall be enforced and foreclosed according to applicable State law.

H. Where either the Ordinance Enforcement Officer, the Sheriff or his/her designee finds that a clear and present danger exists to the public health, welfare, and safety due to certain unlawful accumulations of Acceptable or Unacceptable Waste and immediate measures are required to alleviate this clear and present danger, the ten (10) day notification period may be waived.

I. Costs for correction of unlawful accumulation of Acceptable or Unacceptable Waste shall be determined on the basis of man-worked hours, equipment at a customary rental rate per day, plus any direct cost paid by the County to correct the accumulation.

~~J. — Nothing in Paragraph G of this Section shall be construed to require any notice before the filing of a Magistrate Court action for a civil or criminal violation of this Section.~~

J. K. Violation of this Section, in addition to any other cost assessed for the cleanup of illegally stored or deposited Acceptable or Unacceptable Waste, shall be enforced under the provisions of Section 12 titled: Penalties; Liens of this Ordinance.

Section 6. Pre-collection Practices of Acceptable and Unacceptable Waste.

A. Acceptable Waste shall be placed and maintained in County containers, or other waste disposal facility(ies) licensed and permitted in conformance with applicable State law, State regulations and this Ordinance.

B. It shall be the responsibility of all persons to dismantle and/or flatten all boxes or packing crates, regardless of construction, and to place the same in County containers.

C. Disposal of Ashes. Ashes as defined in Section 2 above are considered Unacceptable Waste and shall not be placed in any County container. Additionally, it is unlawful to dispose of hot Ashes in any manner. To dispose of cool Ashes, the following guideline is provided:

1. Cool in place for a minimum of forty-eight (48) hours and inspect to determine that no live embers capable of spontaneous combustion are present; or
2. Extinguish with water or sand and stir to the point where inspection reveals that no embers capable of spontaneous combustion are present.
- ~~3. — Cold Ashes shall be placed in a bag or other enclosed container before being properly disposed of.~~

D. Disposal of Toxic, Hazardous, Ignitable, Flammable, or Explosive Waste. Toxic, Hazardous, Ignitable, Flammable, or Explosive Waste as defined in Section 2 above are considered Unacceptable Waste and shall not be placed in any County container. The disposal of any of these items shall be in accordance with any applicable State and Federal laws or regulations at the expense of the person accumulating the waste.

Section 7. Waste Containers; Damage to Waste Containers.

A. Commercial Haulers are expressly prohibited from the use of County containers for the disposal of their waste collected on a fee basis. Violations are subject to the penalties provided for in Section 12 titled: “Penalties/ Liens” of this Ordinance.

B. All users of County containers shall comply with the rules and regulations established by the County for the use, care, and location of such containers and shall keep the lids and covers furnished for such containers closed at all times, except when they are being filled or emptied.

C. All Acceptable Waste shall be placed in a container provided by either the County or lawfully created water and sanitation district and shall be reduced in waste size to no more than four (4) feet in length. No items in excess of these dimensions or weighing more than fifty (50) pounds shall be placed in the containers provided by the County.

D. In the event that a waste container provided by either the County or lawfully created water and sanitation district is full, neither Acceptable nor Unacceptable Waste shall be placed on the ground or in proximity to the container so as to constitute a health hazard or the possibility that the Acceptable and/or Unacceptable Waste may become blown and scattered.

E. It is unlawful to impede access to a County container other than necessary for the time to remove and deposit Acceptable Waste in the receptacle.

F. It is prohibited for any person, including children, to be on or in waste containers for any purpose.

G. It is unlawful to intentionally damage any waste container owned or leased by the County.

H. Any person who damages any such container provided for County residents shall be liable to the County for the cost, repair, or replacement of such container, in addition to the penalties provided for in Section 12 titled: "Penalties/Liens" of this Ordinance.

Section 8. Construction Sites; Transportation of Materials.

A. All persons who have secured a building permit shall, before the start of any construction activity in the County, furnish or place on those premises a container or fenced area of suitable size and design to contain all Construction Debris which may be disturbed or removed from the premises by the wind or elements. Within thirty (30) days of completion, all Construction Debris containers shall be removed from the premises.

B. No person generating Acceptable, Unacceptable Waste or Construction Debris shall allow Acceptable, Unacceptable Waste or Construction Debris of any kind to be blown or carried by the elements from the premises for which the building permit was secured.

C. Persons engaged in demolition shall remove the Acceptable, Unacceptable Waste or Construction Debris including structural parts, from the construction site and contain their elements from scattering in the same manner as set out above. Acceptable, Unacceptable Waste or Construction Debris shall be removed and disposed of within five (5) days of completion to an approved waste transfer station or landfill.

Section 9. Scavenging Prohibited.

It is unlawful for any person not authorized by the County to remove, collect, or disturb Acceptable or Unacceptable Waste stored in a designated landfill or container. No person shall

remove any Acceptable or Unacceptable Waste from a container and scatter the same upon any public or private property.

Section 10. Regulations Adopted.

The laws of the State of New Mexico dealing with solid waste management and all regulations promulgated and published pursuant to those laws for the New Mexico Health and Environmental Department or and division thereof, including, but not limited to, the Environmental Improvement Division (or any successor department, agency or division), along with any subsequent revision or amendments to such laws or regulations, are hereby adopted and incorporated herein by this reference and made a part of this Ordinance; provided, however, that the penalty provisions provided herein shall apply to violations prosecuted under this Ordinance.

Section 11. Mandatory Fees.

A. Participation in the solid waste collection system is mandatory on each Responsible Party in the unincorporated areas and outside of municipalities and lawfully created water and sanitation districts of the County, except as provided in Section 13 titled: “Exceptions; Procedures for Requesting Exceptions; Waivers; Areas of Applicability” of this Ordinance.

B. Payment of the solid waste collection fee shall be the obligation of the Responsible Party for each ~~inhabitable~~ habitable unit located in unincorporated areas of the County outside of municipalities and lawfully created water and sanitation districts.

C. If there are multiple ~~inhabitable~~ habitable units on a property, the solid waste collection fee shall be assessed on each unit in accordance with the County’s Resolution Setting Fees as may be amended from time to time.

D. The Board shall establish a system of fees for solid waste collection pursuant to Resolution of the Board based upon the actual cost to collect, transport and dispose of such solid waste; which is duly introduced before the Board after the Board has provided notice of the meeting at which final action on the Resolution is to be taken to establish the system of fees.

E. Such notice of Public Hearing shall be published once in a newspaper of general circulation within the boundaries of the County at least fourteen (14) days prior to said Public Hearing.

F. The County’s Contractor shall have the power to set rates for special services, including, but not limited to, grapple and roll-off services.

G. In the event that any Responsible Party, pursuant to this Section, fails to make payment of assessed fees within thirty (30) days of the due dates set forth pursuant to the billing, said Responsible Party shall be subject to a late fee as established by the Board. In the event the Responsible Party fails to pay the fees set forth herein for more than one (1) billing cycle, the penalty shall be assessed for each billing cycle for which payment remains outstanding.

Section 12. Penalties; Liens.

A. Penalties.

1. Persons convicted of violating this Ordinance shall be subject to a fine of **not to exceed** Three Hundred and No/100 Dollars (\$300.00) or imprisonment for ninety (90) days or both the fine and imprisonment, except as set forth in paragraphs 2, 3 and 4 below.
2. Persons violating this Ordinance by discarding or disposing of Acceptable or Unacceptable Waste on public or private property in any manner other than disposing it in an authorized landfill, shall, upon conviction, be subject to a fine not to exceed One Thousand and No/100 Dollars (\$1,000.00).
3. Persons violating this Ordinance by the improper or illegal disposal of hazardous materials or waste in any manner other than as provided for in the Hazardous Waste Act, shall, upon conviction, be subject to a fine not to exceed Five Thousand and No/100 Dollars (\$5,000.00).
4. Each violation shall constitute a separate offense. Each day an offense continues shall also constitute a separate offense.

B. Liens.

1. All fees arising under this Ordinance shall be payable by the Responsible Party of the unit or parcel of property being served at the time the solid waste rate accrues and becomes due, and if not paid, the County shall be entitled to a lien upon the tract or parcel of land being served pursuant to the authority granted under §3-36-1 *et seq.* NMSA 1978, and §4-37-1 *et seq.* NMSA 1978, which lien shall be a first and prior lien on the property, coequal with Municipal liens pursuant to §3-26-2, NMSA 1978, but subject only to the lien of general State and County taxes.
2. The lien provided for in this Section shall be enforced in the matter prescribed in §§3-36-1 through 3-36-7 NMSA 1978. For purposes of this Section, such action shall be taken by the Chair of the Board upon a majority vote of Commissioners. In any proceedings where pleadings are required, it shall be sufficient to declare generally for the service supplied for the collection, transportation and disposal of solid waste. Notice of the lien shall be filed in the manner provide for in §3-36-1 NMSA 1978, and the effect of such filing shall be governed by §3-36-2 NMSA 1978.
3. The charges and fees imposed herein are the responsibility of the Responsible Party of the ~~Inhabitable~~ **habitable** unit(s), regardless of whether occupied by an Owner, tenants or others, and the County may file a lien against the property for such charges, penalties and attorney's fees incurred in the cost of filing the lien. The Responsible Party shall be accountable for any legal fees and

attorney's fees which result from the filing of any lien or from the prosecution of any legal action to collect past due fees owed to the County.

Section 13. Exceptions; Procedures for Requesting Exceptions; Waivers; Areas of Applicability.

A. An Owner may request a waiver of the solid waste collection fee, upon providing proof of ownership [e.g. – a current recorded property deed and Assessor's tax bill] of at least three hundred (300) contiguous acres of land ~~with adequate disposal sites per unit and if the solid waste is generated on that property does not harm the environment or endanger the public health, welfare or safety.~~ The Owner must comply with all aspects of this Ordinance regulating Acceptable and Unacceptable Waste and unauthorized accumulation and disposal of solid waste. The Owner must additionally be in compliance with all local, State and Federal laws relating to the disposal of solid waste.

B. An Owner of an Uninhabitable unit as defined in Section 2 of this Ordinance shall have an opportunity to request a Waiver of the solid waste collection fee due to uninhabitability. The Waiver request shall be in writing with sufficient details provided to prove uninhabitability. The Waiver due to uninhabitability is attached to this Ordinance as Exhibit 1 and must be both submitted to and approved by the County.

C. An Owner of property whose solid waste services are being provided by another governmental entity pursuant to a properly executed Memorandum of Understanding entered into between the County and the governmental entity shall be waived from the County's solid waste collection fee.

Section 14. Appeal of Denial of Waiver Request.

An applicant who is dissatisfied with the decision of the Solid Waste Department may appeal the decision to the County Manager. The appeal must be in writing to the Solid Waste Department within ten (10) days of the date of the decision of the Solid Waste Department setting forth the reasons for the appeal. The County Manager shall review the facts and circumstances and determine whether the applicant has shown good cause why the exemption should be granted. The County Manager shall submit the decision in writing within ten (10) days of receipt of applicant's notice of appeal of the decision of the Solid Waste Department.

An applicant who is dissatisfied with the decision of the County Manager may appeal the decision to the County Commission by written notice to the County Manager of such appeal to be made within ten (10) days of the date of the decision of the County Manager. The matter shall be referred to the County Commission for a hearing at a regular or special meeting in the usual course of business. The decision of the County Commission made thereof shall be expressed in writing and be communicated in the same manner as the decision of the county Manager is transmitted. The action of the County Commission shall be final.

Section 15. Severability.

It is hereby declared to be the intention of the Board of County Commissioners 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 16. Conflict Clause.

Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 17. Recording.

This Ordinance shall be recorded in a book kept for that purpose and shall be authenticated by the signature of the County Clerk.

Section 18. Repeal of Ordinance Nos. 2016-02 and 2020-04.

Upon the effective date of this Ordinance, Ordinance Nos. 2016-02 and 2020-04 shall be considered repealed.

Section 19. Effective Date.

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

PASSED, APPROVED AND ADOPTED this the day of , 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

**Exhibit 1: APPLICATION FOR WAIVER OF THE SOLID WASTE COLLECTION FEE
LANDOWNERS WITH 300 CONTIGUOUS ACRES OF LAND**

Section 13 A of the Lincoln County Solid Waste Disposal/Fees Ordinance allows a landholder with 300 contiguous acres of land ~~with adequate disposal sites per household,~~ to request a waiver of the solid waste collection fee. Landowner must agree to comply with all ~~provisions~~ **Federal, State** of New Mexico, **and County** regulations as to disposal. ~~and attest that the solid waste that is generated on that property does not harm the environment or endanger the public, welfare or safety.~~

LANDOWNER'S NAME(S) _____ LCSW Account # _____

Mailing address: _____

Phone: _____

Legal Description (or map) of property:

Brief Physical Description of Land Location:

I, _____, hereby certify and attest to the following:

(Print name)

1. I am the legal owner of the land described above.
2. All information on this application is correct.
- ~~3. I have provided required documentation for On-Site disposal of domestic solid waste with this application.~~
- ~~4. I have provided a photo of the pit site where solid waste disposal takes place on above described land, and have provided a description of the location of the pit.~~
3. I dispose of ALL solid waste generated on my property. ~~If I am found to be in violation of disposing of any solid waste generated on my property described above by other means, I may be cited and subject to a fine of up to three hundred dollars (\$300) and/or ninety (90) days in jail for each separate offense per the Lincoln County Solid Waste Ordinance.~~
- ~~5. I agree to fully comply with all remaining requirements of the Lincoln County Solid Waste Ordinance.~~

(Signature of Landowner)

Date: _____

Submit this form by mail or in person to:

Lincoln County Solid Waste, 109 Kansas City Rd., Ruidoso, NM 88345

FOR OFFICE USE ONLY

DETERMINATION BY LINCOLN COUNTY SOLID WASTE

Approved _____ Denied _____ Date: _____ Comments: _____

(Signature: Lincoln County Manager)

**Exhibit 2: APPLICATION FOR WAIVER OF THE SOLID WASTE FEE
FOR UNINHABITABLE PROPERTIES**

Section 13 B of the Lincoln County Solid Waste Disposal/Fees Ordinance provides that a landowner with an uninhabitable property may request a waiver of the solid waste collection fee.

Please sign in exactly the same manner as your ownership of your property is reflected in your deed or title policy. All owners of your property must sign. If the property is in the name of both husband and wife, both must sign. If signing as attorney, executor, administrator, trustee or guardian, please give full title as such. If a corporation, please sign in full corporate name by an authorized officer. If a partnership, please sign in partnership name by an authorized person. Use additional signature pages, if necessary. Have your signature(s) acknowledged before a notary public below.

LCSW Account # _____

LANDOWNER (individual, husband and wife, corporation, LLC, partnership, trust):

Mailing address:

Phone: _____

Legal Description (or map) of routinely unused uninhabitable premise:

Brief Physical Description of Land Location:

I/we, _____, hereby certify and attest to the following:
(Print name)

1. I/ we am/are the legal owner(s) of the land described above.
2. All information on this Application is correct.
3. Attached to this Application are photos which prove uninhabitability.
4. The status of uninhabitability has been verified by the County of Lincoln Manager or County Manager's designee as being uninhabitable by his/her signature below.
5. If the undersigned is found to be in violation of disposing of any solid waste generated on the property described above, I may be cited and subject to a fine of up to three hundred dollars (\$300) and/or ninety (90) days in jail for each separate offense per the Lincoln County Solid Waste Ordinance.
6. The undersigned agrees to fully comply with all remaining requirements of the Lincoln County Solid Waste Ordinance.

(Signature of Landowner)

Date: _____

(Signature of Landowner)

Date: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
_____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20_____, by _____.

My Commission Expires:

Notary Public

STATE OF _____)
_____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20_____, by _____.

My Commission Expires:

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
_____)
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 20____, by
_____, of _____ corporation/limited
liability company/partnership, on behalf of said corporation/limited liability company/partnership.

My Commission Expires:

Notary Public

Submit this form by mail or in person to:

Lincoln County Solid Waste, 109 Kansas City Rd., Ruidoso, NM 88345

FOR OFFICE USE ONLY

DETERMINATION BY LINCOLN COUNTY SOLID WASTE

Approved _____ Denied _____ Date: _____

Comments: _____

(Signature: Lincoln County Manager or County Manager's Designee)

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: **Daniel Looney and Shianne Looney** owner and/or reputed 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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 Looney and Shianne Looney**

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached Daniel & Shianne Looney (Land) 1003218 Shianne N. Looney (MH) 108102

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 653.86 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 releasing this 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, 2021 to May 10, 2023, the later statement being for service through June 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)

Daniel Looney and Shianne Looney

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: Andres S. Enriquez and Luisa Enriquez owner and/or reputed 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: Andres S. Enriquez and Luisa Enriquez

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 653.86 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 releasing this 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, 2021 to May 10, 2023, the later statement being for service through June 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)***

Andres S. Enriquez and Luisa Enriquez

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: Carrie Kindle owner and/or reputed 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: Carrie Kindle

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 653.86 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 releasing this 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, 2021 to May 10, 2023, the later statement being for service through June 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)***

Carrie Kindle

[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: Cody L. Sanchez and Amanda M. Sanchez owner and/or reputed 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: Cody L. Sanchez and Amanda M. Sanchez

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 653.86 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 releasing this 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, 2021 to May 10, 2023, the later statement being for service through June 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)***

Cody L. Sanchez and Amanda M. Sanchez

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: Eddi Valenzuela owner and/or reputed 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: Eddi Valenzuela

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A attached Eddi Valenzuela (Land)242340 Eddi Valenzuela (MH)1000015

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 653.86 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 releasing this 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, 2023 to May 10, 2023, the later statement being for service through June 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)***

Eddi Valenzuela

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: **Toni Lee Janis** owner and/or reputed 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: **Toni Lee Janis**

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A attached Toni Lee Janis (Land) 197523 Emmitt Autrey (MH) 1005740

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 653.86 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 releasing this 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, 2021 to May 10, 2023, the later statement being for service through June 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)

Toni Lee Janis

[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: **Veronica Amador and Consuelo Amador** owner and/or reputed 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: **Veronica Amador and Consuelo Amador**

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A attached Veronica Amador and Consuelo Amador (Land) 267350

Veronica Amador and Consuelo Amador (MH) 1004977

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 653.86 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 releasing this 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, 2021 to May 10, 2023, the later statement being for service through June 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)

Veronica Amador and Consuelo Amador

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: **Ferrell S. Desoto & Patricia R. Desoto** 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: **Ferrell S. Desoto & Patricia R. Desoto**

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2514.38 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 releasing this 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 July 18, 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)

Ferrell S. Desoto & Patricia R. Desoto

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: **Dan P. Dooley & Sue A. Dooley** 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: **Dan P. Dooley & Sue A. Dooley**

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2472.70 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release releasing this 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, 2016 to July 18, 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)

Dan P. Dooley & Sue A. Dooley

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: **Judy Ann Emberton** 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: **Judy Ann Emberton**

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2266.07 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 releasing this Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from November 09, 2015 to July 18, 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)

Judy Ann Emberton

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: Leanne Eulette 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: Leanne Eulette

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2514.38 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 releasing this Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 2, 2015 to July 18, 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)

Leanne Eulette

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: Jeremy L. Flack & Savannah Flack 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: Jeremy L. Flack & Savannah Flack

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2514.38 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 releasing this Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 2, 2015 to July 18, 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)***

Jeremy L. Flack & Savannah Flack

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: Guillermo Garcia 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: Guillermo Garcia

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2604.43 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 releasing this Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 2, 2015 to July 18, 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)

Guillermo Garcia

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: **Jose R Gonzalez, Jr. & Carolina Martinez Saenz** 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: **Jose R Gonzalez, Jr. & Carolina Martinez Saenz**

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2604.43 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 releasing this Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 2, 2015 to July 18, 2023, the later statement being for service through September 30, 2023. Charges for solid waste collection, transportation and disposal will continue to accrue.

Jose R Gonzalez, Jr. & Carolina Martinez Saenz

[illegible]

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: Alejandro C. Granados 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: Alejandro C. Granados

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2095.44 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 releasing this 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, 2016 to July 18, 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)

Alejandro C. Granados

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: Tabita Chavez 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: Tabita Chavez

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2046.19 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 releasing this 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 July 18, 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)

Tabita Chavez

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: **Jerry Lee Gutierrez & Michael Floyd Gutierrez** 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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: **Jerry Lee Gutierrez & Michael Floyd Gutierrez**

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2314.38 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 releasing this 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, 2018 to July 18, 2023, the later statement being for service through September 30, 2023. Charges for solid waste collection, transportation and disposal will continue to accrue.

Jerry Lee Gutierrez & Michael Floyd Gutierrez

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.

By: _____
Todd F. Proctor
Its: Chairman

My Commission Expires: _____

Page 2 of 2

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: **Ruben R. Chavez** owner and/or reputed 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. 2017-07, 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. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

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 R. Chavez**

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A attached Ruben Chavez (Land) 239070 Ruben Chavez (MH) 239072

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 1,552.74 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 releasing this 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, 2017 to May 10, 2023, the later statement being for service through June 30, 2023. Charges for solid waste collection, transportation and disposal will continue to accrue.

Ruben R. Chavez

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. 19

SUBJECT:

Consideration of an Amendment to Wilson & Company's Task Order No. 02222023 to Cover the Scope and Fee for Environmental Permitting in the amount of \$16,979.00.

Tuesday, July 18, 2023

June 28, 2023

Ira Pearson, Lincoln County Manager
Lincoln County
P.O. Box 71
Carrizozo, NM 88301

CC: Jeff Honeycutt, Lincoln County Road Superintendent

Re: Amendment No. 1 to the Task Order Dated February 22, 2023
Task Order No. 02222023: Professional Engineering Design Services for the Lincoln County Fairgrounds Pedestrian and Livestock Bridge
NMDOT Project Control Number: CN 2104780
Amendment Scope of Work: Environmental Permitting
Procurement: On-call RFP #20-21-007 Agreement

Dear Mr. Manager Pearson,

This supplemental task order to the Lincoln County Fairgrounds Pedestrian and Livestock Bridge project is a request to cover the scope and fee for environmental permitting. This supplemental task order is prompted following correspondence from appropriate governing agencies for necessary environmental permitting for the construction of the proposed project.

The environmental level of effort for this project will address potential impacts for the proposed Lincoln County Fairgrounds Pedestrian and Livestock Bridge to be built for pedestrian and livestock use. The work will consist of:

1. A cultural resources 100% pedestrian survey in the "area of potential effects" and supporting documentation.
2. A 100% pedestrian survey of the same areas with a stand-alone biological report; the biological report will adhere to New Mexico Department of Transportation (NMDOT) guidelines.
3. Completion of required Clean Water Act (CWA) 404 Nationwide Permit 14 documentation for the pedestrian and livestock bridge only.
4. Completion of a Federal Highway Administration (FHWA)/ (NMDOT) National Environmental Protection Agency (NEPA) categorical exclusion checklist for the pedestrian bridge.

The original task order included the environmental permits for Level of Effort and Initial Site Assessment with the labor-hour breakdown indicating a fee of \$3,786.24. This supplemental fee request includes the cost of effort for items 1-4 listed above. The additional cost per this supplemental request is \$16,979.00.

Schedule: We assume this task order amendment will be considered for approval by the Board of County Commissioners on July 18, 2023; as such, the below timeline is based on a Notice to Proceed date of July 19, 2023. The following milestones and target dates shall be completed in the sequence below:

- Perform field work for cultural resource investigation and biological resource investigation by August 11, 2023.

- Develop draft Cultural Resource Survey and Biological Resource Survey submitted to NMDOT for review comment by August 31, 2023.
- Develop draft CWA 404 Nationwide Permit 14 documentation submitted to USACE for review and comment by August 31, 2023.
- Revision to draft Cultural Resource Survey and Biological Resource Survey following review comments from NMDOT to be submitted for review and approval by September 8, 2023.
- Revision to draft CWA 404 Nationwide Permit 14 documentation submitted to USACE for review and approval by September 8, 2023.
- Submit draft of categorical exclusion checklist to NMDOT for review and comment by September 8, 2023.
- Submit final draft of categorical exclusion checklist to NMDOT for review and approval by September 22, 2023.

We will provide the abovementioned services on a lump sum basis of \$16,979.00 including NMGR. Your approval signature below along with an amended purchase order shall signify authorization to proceed. If you should have any questions or comments concerning this proposal or any aspect of this project, please feel free to contact Eric Hamilton at eric.hamilton@wilsonco.com or myself by email at daniel.aguirre@wilsonco.com.

Thank you,



Dan Aguirre, PE
Senior Vice President

Ira Pearson, Lincoln County Manager

Date

Attachments: 1) Labor-hour breakdown
2) NMDOT e-mail correspondence relating to the required level of effort for environmental clearance.

ATTACHMENT NO. 1

Wilson & Company, Inc., Engineers & Architects

Estimated Work Hours

Project Number	20-600-137-13	Date:	6/28/2023		
Description	Lincoln County Fairgrounds Magado Bridge				
Project Manager:	Eric Hamilton				
Task Manager:	Kariann Sokulsky				
Scope: The environmental level of effort for this project will address potential impacts for the proposed Magado bridge to be built for pedestrian. The work will consist of: (1) a cultural resources 100% pedestrian survey in the "area of potential effects" for both bridges and supporting documentation; (2) a 100% pedestrian survey of the same areas with a stand-alone biological report; the biological survey will adhere to NMDOT guidelines; (3) completion of required CWA 404 Nationwide 14 Permit documentation for the Magado bridge only; and (4) completion of a FHWA/NMDOT NEPA CE checklist. Assumptions: The cultural resource survey will result in a negative finding. The cultural and biological reports will require only 1 set of edits after review by NMDOT. NMDOT will conduct the required SHPO/THPO consultations. No consultation with USFWS will be required. The public meetings held in March 2022 are adequate for NEPA compliance.					
	1	2	3	3	
Project Manager	Archaeologist/Principle Investigator/NEPA Coordinator		Archaeologist/Crew Leader/Environmental Specialist		Biologist/GIS Specialist
	Total Hours				Total Task Cost
	\$ 210	\$ 162	\$ 94	\$ 70	

TASK DESCRIPTION

Task 1. Project Management and Coordination						
A. Project Planning and Monitoring	2	4				
B. Meeting and Communication	2	2	2			
C. Agency Consultation and Coordination		2	2			
Task 1 SUBTOTAL - Project Coordination	4	8	4		16	
	\$ 840	\$ 1,296	\$ 376	\$ -		\$2,512
Task 2. Cultural Resources Investigation						
A.1. Records Search/ pre-field prep			2	2		
B. Fieldwork (including travel)			10			
C. Post-field Processing (Photos, Upload of GPS data)			2			
D. GIS/Mapping						
E. Forms						
G. Draft Cultural Report		1	8	2		
H. Final Cultural Report		1	2	1		
I. Coordination and Consultation		1	4			
Task 2 SUBTOTAL - Cultural	3	28	5	36		
	\$ -	\$ 486	\$ 2,632	\$ 350		\$3,468
Task 3. Biological Investigation						
A. Pre-field research/ prep				2		
B. Fieldwork				10		
C. Post-field Processing (Photos, Upload of GPS data)				2		
D. GIS/Mapping				2		
E. Draft Biological Evaluation	2			8		
F. Final Biological Evaluation	2		1	2		
G. Coordination and Consultation		2				
Task 3 SUBTOTAL - Biological	4			26	30	
	\$ 840	\$ -	\$ -	\$ 1,820		\$2,660
Task 4. NEPA Document and 404 Documentation						
A. Background Research	2	2	4			
B. 404 Documentation	1	2		8		
C. GIS Mapping and Graphics				6		
D. Draft CE Document	2	2	12			
E. Final CE Document	2	1	4			
F. Agency and Stakeholder Coordination	4	4	6	2		
Task 4 SUBTOTAL - CE	11	11	26	16	64	
	\$ 2,310	\$ 1,782	\$ 2,444	\$ 1,120		\$7,656

EXPENSES

CR ARMS Survey Fee	\$200
Per diem lodging (01@ \$138	\$0
Per diem meals (2@ \$59)	\$118
Mileage 540 miles @ .63/mile	\$340
Equipment Supplies	\$25
TOTAL	\$683

Total Hours	19	22	58	47	146
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Labor Rate/hr	\$ 210	\$ 162	\$ 94	\$ 70	
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Labor Cost	\$ 3,990	\$ 3,564	\$ 5,452	\$ 3,290	\$16,296
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Expenses					\$683
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Total Project Cost	\$ 3,990	\$ 3,564	\$ 5,452	\$ 3,290	\$16,979
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Hamilton, Eric

From: Hamilton, Eric
Sent: Wednesday, May 17, 2023 3:03 PM
To: Dossett, Emily, DOT
Cc: Jeffrey Honeycutt; Gallardo, Judith, DOT; Albright, Greg; Sokulsky, Kariann
Subject: RE: [EXTERNAL] RE: 2104780 Lincoln County Fairgrounds

Hi Emily,

Thank you for the information and direction. We received a response from the USACE that grading and stabilization triggers the permit.

Eric S. Hamilton, PE, CFM
Engineering Manager | Wilson & Company, Inc., Engineers & Architects | 505 348 4005 (direct) | 575 652 2998 (cell)

From: Dossett, Emily, DOT <Emily.Dossett@dot.nm.gov>
Sent: Tuesday, May 9, 2023 2:52 PM
To: Hamilton, Eric <Eric.Hamilton@wilsonco.com>
Cc: Jeffrey Honeycutt <jhoneycutt@lincolncountynm.gov>; Gallardo, Judith, DOT <Judith.Gallardo@dot.nm.gov>; Albright, Greg <greg.albright@wilsonco.com>
Subject: RE: [EXTERNAL] RE: 2104780 Lincoln County Fairgrounds

Hi Eric,

Since this project is being funded by the FHWA (TAPUC funds), the FHWA/NMDOT will take the lead for NEPA. Do you know what is triggering the PCN? I am attaching the NMDOT CE document to be completed. On behalf of the FHWA, the NMDOT is requesting cultural resource survey and biological survey for this project. These resource reports will need to be submitted to the NMDOT Environmental Bureau for review/comment. Because the FHWA is funding this project, we will be conducting the SHPO consultation and Tribal Consultation. The SHPO consultation will be conducted when we have a finalized copy of the report and will take up to 30 days. The public involvement should have mentioned the FHWA and environmental to fulfill the NEPA requirements. I've also attached a copy of the 4(f) Policy Paper to review and consider since 4(f) may be triggered due to the Lincoln County Fairgrounds.

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

Best,

Emily

Emily Dossett
Environmental Bureau T/LPA Coordinator
New Mexico Department of Transportation
Santa Fe, NM
505-469-9993
Emily.Dossett@dot.nm.gov

From: Hamilton, Eric <Eric.Hamilton@wilsonco.com>
Sent: Tuesday, May 9, 2023 1:46 PM

ATTACHMENT NO. 2

To: Dossett, Emily, DOT <Emily.Dossett@dot.nm.gov>

Cc: Jeffrey Honeycutt <jhoneycutt@lincolncountynm.gov>; Gallardo, Judith, DOT <Judith.Gallardo@dot.nm.gov>;

Albright, Greg <greg.albright@wilsonco.com>

Subject: RE: [EXTERNAL] RE: 2104780 Lincoln County Fairgrounds

Hi Emily,

Justin did not mention NEPA, just the Nation wide 14 permit. I have attached the documents he sent. Please let me know what you need me to do. Yes this is just for the pedestrian bridge.

Thank you,

Eric S. Hamilton, PE, CFM

Engineering Manager | Wilson & Company, Inc., Engineers & Architects | 505 348 4005 (direct) | 575 652 2998 (cell)

From: Dossett, Emily, DOT <Emily.Dossett@dot.nm.gov>

Sent: Tuesday, May 9, 2023 1:18 PM

To: Hamilton, Eric <Eric.Hamilton@wilsonco.com>

Cc: Jeffrey Honeycutt <jhoneycutt@lincolncountynm.gov>; Gallardo, Judith, DOT <Judith.Gallardo@dot.nm.gov>;

Albright, Greg <greg.albright@wilsonco.com>

Subject: FW: [EXTERNAL] RE: 2104780 Lincoln County Fairgrounds

Hi Eric,

Did Justin Riggs mention if the USACE will be the lead federal agency for NEPA? And will their NEPA documentation cover the entire project footprint? In the past, NMDOT has spoken with USACE, and they've mentioned their NEPA documents typically will only cover the crossing and immediate uplands. If the NEPA documents cover the entire footprint, we can accept their documents and issue a NMDOT PCE.

Also, to make sure we're on the same page, this environmental clearance request is for the livestock bridge and multi-use trail approaches only – correct? No other work will be authorized mentioned within the master plan.

Best,

Emily

Emily Dossett

Environmental Bureau T/LPA Coordinator

New Mexico Department of Transportation

Santa Fe, NM

505-469-9993

Emily.Dossett@dot.nm.gov

From: Dossett, Emily, DOT

Sent: Tuesday, May 9, 2023 1:11 PM

To: Hamilton, Eric <Eric.Hamilton@wilsonco.com>

Cc: jhoneycutt@lincolncountynm.gov; Gallardo, Judith, DOT <Judith.Gallardo@dot.nm.gov>; Albright, Greg

<greg.albright@wilsonco.com>

Subject: RE: [EXTERNAL] RE: 2104780 Lincoln County Fairgrounds

Hi Eric,

Did Justin Riggs mention if the USACE will be the lead federal agency for NEPA? And will their NEPA documentation cover the entire project footprint? In the past, NMDOT has spoken with USACE, and they've mentioned their NEPA

ATTACHMENT NO. 2

documents typically will only cover the crossing and immediate uplands. If the NEPA documents cover the entire footprint, we can accept their documents and issue a NMDOT PCE.

Also, to make sure we're on the same page, this environmental clearance request is for the livestock bridge and multi-use trail approaches only – correct? No other work will be authorized mentioned within the master plan.

Best,

Emily

Emily Dossett
Environmental Bureau T/LPA Coordinator
New Mexico Department of Transportation
Santa Fe, NM
505-469-9993
Emily.Dossett@dot.nm.gov

From: Hamilton, Eric <Eric.Hamilton@wilsonco.com>
Sent: Tuesday, May 9, 2023 11:41 AM
To: Dossett, Emily, DOT <Emily.Dossett@dot.nm.gov>
Cc: jhoneycutt@lincolncountynm.gov; Gallardo, Judith, DOT <Judith.Gallardo@dot.nm.gov>; Albright, Greg <greg.albright@wilsonco.com>
Subject: [EXTERNAL] RE: 2104780 Lincoln County Fairgrounds

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Hello Emily,

I have attached the Fairgrounds masterplan update plan which include the public meeting information.

We also reached out to Justin Riggs with the USACE and he indicated this project will require a Nationwide permit No. 14 for linear transportation, to include a cultural and endangered species studies.

Can you confirm the LOE for NMDOT?

Thank you,

Eric S. Hamilton, PE, CFM
Engineering Manager | Wilson & Company, Inc., Engineers & Architects | 505 348 4005 (direct) | 575 652 2998 (cell)

From: Dossett, Emily, DOT <Emily.Dossett@dot.nm.gov>
Sent: Monday, May 8, 2023 8:36 AM
To: Hamilton, Eric <Eric.Hamilton@wilsonco.com>
Cc: jhoneycutt@lincolncountynm.gov; Gallardo, Judith, DOT <Judith.Gallardo@dot.nm.gov>
Subject: 2104780 Lincoln County Fairgrounds

You don't often get email from emily.dossett@dot.nm.gov. [Learn why this is important](#)

Good morning,

I received the level of effort form for the Lincoln County Fairgrounds project (2104780). The level of effort states this project involves constructing a prefabricated pedestrian and livestock bridge, including bridge abutments, multi-use trail

ATTACHMENT NO. 2

approaches, channel slope grading and stabilization. Desktop review revealed there has been no previous survey and there are no *known* cultural/historic properties in the area. Since this project is using federal funds and involves ground disturbing activities in an area without any previous cultural resource survey, pedestrian survey should be completed. Additionally, since this project involves constructing a bridge over Malagro Creek, there should be consultation with the USACE and biological investigations.

Has Wilson and Company already started resource investigations? The level of effort mentions stakeholder and public meetings were held March 3, 2022. Do you have copies of meeting minutes and outreach notifications for our records? In the future, please include the NMDOT Environmental Bureau earlier when receiving projects for efficient tracking, review, and certification.

Best,

Emily

Emily Dossett
Environmental Bureau T/LPA Coordinator
New Mexico Department of Transportation
Santa Fe, NM
505-469-9993
Emily.Dossett@dot.nm.gov

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Confidential/Proprietary Note: The information in this email is confidential and may be legally privileged. Access to this email by anyone other than the intended addressee is unauthorized. If you are not the intended recipient of this message, any review, disclosure, copying, distribution, retention, or any action taken or omitted to be taken in reliance on it is prohibited and may be unlawful. If you are not the intended recipient, please reply to or forward a copy of this message to the sender and delete the message, any attachments, and any copies thereof from your system. Thank you.



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:

County Clerk:

- a. Resolution 2024-04 a Resolution Designating the Location of Election Day
Polling Places for all Statewide Elections Conducted in 2024 and 2025
- b. Board of Registration Appointments

Tuesday, July 18, 2023

**Lincoln County
Resolution Number 2024-04**

**A Resolution Designating the Location of Election Day Polling Places
for all Statewide Elections Conducted in 2024 and 2025;**

WHEREAS, pursuant to the New Mexico Statutes Annotated 1978, Section 1-3-2, in June or July of each odd-numbered year, the Board of County Commissioners shall by resolution designate the location of Election Day polling places in the County for the conduct of any statewide election conducted during the period beginning January 1 of the next succeeding even-numbered year until December 31 of the odd-numbered year thereafter; *and*

WHEREAS, the Board of County Commissioners finds that each polling place designated in this resolution complies with the provisions of NMSA 1978, Section 1-3-7, titled Polling Places; *and*

WHEREAS, the Board of County Commissioners finds that the Voter Convenience Centers created by this resolution will make voting more convenient and accessible to voters of the consolidated precinct, will not result in delays in the voting process, and are centrally located within each consolidated precinct; *and*

WHEREAS, the Board of County Commissioners finds that each polling place provides individuals with physical mobility limitations, unobstructed access to at least one voting machine; *and*

WHEREAS, the Board of County Commissioners finds that the Voter Convenience Centers created by this Resolution along with any Early Voting locations which the County Clerk determines to maintain open on Election Day as additional Voter Convenience Centers, all meet the requirements of Subsections B and C of NMSA 1978, Section 1-3-4, and will be available to voters of any precinct in the County to cast a vote at the Voter Convenience Center.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designates the election day polling locations for any Statewide Election to be conducted in 2024 and 2025 as follows:

Voter Convenience Centers (VCC):

(All voters in the county may vote at these locations, regardless of where they live.)

<u>Precinct Numbers</u>	<u>Location and Address</u>
1, 19	Corona Village Hall 461 Main Street, Corona, NM
2, 13, 17	Lincoln County Courthouse 300 Central Avenue, Carrizozo, NM
3, 4, 14, 20, 27, 28	Capitan Municipal Schools 150 Forest Street, Capitan, NM
5, 6, 7, 8, 9, 21 ,24, 25, 26, 29	Ruidoso Convention Center 111 Sierra Blanca Drive, Ruidoso, NM

10, 11, 18, 22, 23

Ruidoso Downs Zia Senior Center
26337 US Highway 70, Ruidoso Downs, NM

12, 15, 16

Hondo Valley Public Schools
111 Don Pablo Lane, Hondo, NM

PASSED, APPROVED, and ADOPTED this 18th day of July, 2023.

Board of Commissioners
Lincoln County, State of New Mexico

Todd F. Proctor, Chair

Jon F. Crunk, Vice Chair

Pierre S. Pfeffer, Member

Samantha J. Serna, Member

Mark G. Fischer, Member

ATTEST:

SEAL

Shannan Hemphill, County Clerk

MEMO

TO: Board of County Commissioners

FROM: Shannan Hemphill, Lincoln County Clerk

DATE: June 26, 2023

SUBJECT: Board of Registration Appointment

Pursuant to Section 1-4-34(A), NMSA 1978, The Board of County Commissioners shall, in June or July of each odd-numbered year, appoint five voters who shall constitute the board of registration for the county. 1-4-34(B) provides that not more than two members of the board of registration shall be members of the same political party at the time of their appointment.

Our office has requested the assistance of the major party chairs to provide a list of registered voters from their party who would be interested in serving on the Board of Registration. The Libertarian Party is not an organized party in Lincoln County, so my office pulled voter registrations to select from for the Libertarian Party. Below are the names provided by the party chairs and my office.

The Republican Party:

1. Jerry Maly
2. Charles (Rick) Preston
3. Cynthia Black
4. Gary Popplewell
5. Sandra Barrett

The Democratic Party:

1. Charmaine O'Rourke
2. Dorothy Susan Finch
3. Barb Himmel-Roberts
4. Shannon Warren-Wolfe
5. Sharon Amastae

The Libertarian Party:

1. Rowena Swinney
2. Jewelianna Cannon

My recommendation would be to appoint the first two names from each of the Republican and Democratic lists and the first name from the Libertarian list as the five members on the Board of Registration and appoint the remaining voters as alternates to the Board of Registration.



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:

Avalon Forest Subdivision Development Agreement Update – Attorney, Alan Morel

Tuesday, July 18, 2023

DEVELOPMENT AGREEMENT

AVALON FOREST SUBDIVISION

JUNE 2012

WHEREAS, Avalon Forest, LLC, a New Mexico Limited Liability Company, whose address is 106 Coconino Lane, Ruidoso, NM 88345 and Robert Lee & Associates, whose address is 1009 Meadowlark Lane, Granbury, TX 76048, hereinafter referred to as the Developer, is developing a subdivision in N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$, Section 9, Township 11 South, Range 13 East, NMPM, Lincoln County, New Mexico, said subdivision being platted as "Avalon Forest."

WHEREAS, The Developer has title to Tract 2 and a Real Estate Contract with Atkinson Land Co., Inc. for Tract 1, as shown on the plat of the Murphy Tracts filed in Lincoln County Map Cabinet I, Page 487; and

WHEREAS, Lincoln County Subdivision Regulations require a Development Agreement between the **Developer** and **Lincoln County** with regards to the subdivision;

NOW THEREFORE, the **Developer** and **Lincoln County** agree to the following;

1. **Lincoln County** will allow the **Developer** to file a plat of the subdivision showing two (2) units, subject to the following agreement.
2. At the time of plat filing, the **Developer** will provide **Lincoln County** with a bond or CD for Unit 1, based on the terms of this Agreement.
3. The bond or CD shall cover the following costs:
 - a) Road construction costs.
 - b) Electric, telephone, television cable, and natural gas installations shall be bonded only if the **Developer** does not have signed and funded, or no fee, agreements with a specific utility company.
4. Bonds or CD/s for Units 1 and 2 will be based on a cost estimate prepared by and signed by a New Mexico Professional Engineer or by bids obtained from a licensed New Mexico Contractor. The bond amount shall be subject to review and approval by a County representative. Paragraph 3, above, states parameters for the bond or CD.
5. No lot sales or advertising will be allowed in Unit 2 until a bond or CD has been filed for that unit or construction completed in that unit.

6. The **Developer** will be allowed to replat Unit 1 or 2 in accordance with "Lincoln County Subdivision Regulations."
7. **Lincoln County** acknowledges that roads in the subdivision are private and will be built to County Private Road Standards and will be paved. Construction and inspection will be as outlined in Article 12 – Road Design Standards, Subdivision Ordinance 2002-06. The \$5,000 paving design and inspection fee will not be charged.

AGREED upon this 16th day of October, 2012

Attest: Rhonda Burrows
Rhonda Burrows
Lincoln County Clerk

Jackie Powell
Jackie Powell, Chairman
Lincoln County Commission



AVALON FOREST, LLC
A New Mexico Limited Liability Company

Don Murphy
Don Murphy
Managing Member

Robert Lee
Robert Lee

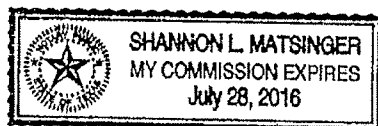
ACKNOWLEDGMENT:

STATE OF NEW MEXICO) ss
COUNTY OF LINCOLN) ss

The foregoing instrument was acknowledged before me this 30 day of November, 2012, by Don Murphy, Managing Member of Avalon Forest, LLC, a New Mexico Limited Liability Company, on behalf of said Company.

My commission expires:
7/28/16

[Signature]
Notary Public

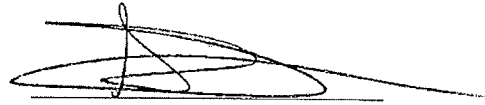


STATE OF NEW MEXICO) ss
COUNTY OF LINCOLN) ss

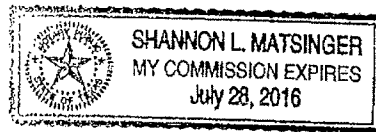
The foregoing instrument was acknowledged before me this 30 day of
November, 2012, by Robert Lee.

My commission expires:

7/28/16



Notary Public



AVALON PROPERTY CO., INC

P O BOX 997 817-279-1700
GRANBURY, TX 76048-0997

WELLS FARGO BANK, N.A.

www.wellsfargo.com
37-65/1119

4953

PAY TO THE
ORDER OF

COUNTY OF LINCOLN

6-18-23

\$ 25,180.⁰⁰

TWENTY-FIVE THOUSAND ONE HUNDRED EIGHTY

DOLLARS

MEMO

AVALON FOREST - FINAL PLAT FEE
DEVELOPMENT AGREEMENT

Don Mungley

AUTHORIZED SIGNATURE

⑈0000004953⑈ ⑆111900659⑆ 8147516267⑈

Photo Safe Deposit®
Details on Back.

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

June 20, 2023

Don Murphy, President
Avalon Property Co., Inc.
P.O. Box 997
Granbury, TX 76048-0997

RE: Avalon Forest Subdivision - Receipt for Required Bond in the amount of \$25,180.00

Dear Mr. Murphy:

Enclosed with this correspondence is a copy of your Check #4953 made payable to the County of Lincoln in the amount of \$25,180.00 representing the required bond regarding Avalon Forest Subdivision, as well as the receipt from the Lincoln County Treasurer's Office which reflects that the funds are to be held in an escrow/trust account.

As always, should you have any questions regarding this or any other matter, please do not hesitate to contact our office.

Very truly yours,

ALAN P. MOREL, P.A.



Sandy O'Reilly, Paralegal to
Alan P. Morel
/sko

c: Ira T. Pearson, Lincoln County Manager
Sherrie Huddleston, Lincoln County Treasurer
Francesca Herrera, Lincoln County Public Works Director

Enclosure as noted.

AVALON PROPERTY CO., INC
P O BOX 997 817-279-1700
GRANBURY, TX 76048-0997

WELLS FARGO BANK, N.A.
www.wellsfargo.com
37-65/1119

4953

PAY TO THE
ORDER OF

COUNTY OF LINCOLN

6-18-23
\$ 25,180.⁰⁰

TWENTY-FIVE THOUSAND ONE HUNDRED EIGHTY

DOLLARS

MEMO

AVALON FOREST-FINAL PLATTEE
DEVELOPMENT AGREEMENT

Don Wuylog
AUTHORIZED SIGNATURE

⑈00000004953⑈ ⑆111900659⑆ 8147516267⑈

LINCOLN COUNTY TREASURER
P.O. BOX 970
CARRIZOZO, NM 88301
(575) 648-2397
(800) 687-2705

RECEIPT # 156963

DATE 06/19/2023

BY-SHERRIE HUDDLESTON TRSR'S OFFICE
SHERRIE

THE LINCOLN COUNTY TREASURER HAS
RECEIVED- 25180.00

FROM- AVALON PROPERTY CO., INC.

CK#4953

SUBDIVISION/P & Z FEES
605001250 25180.00

AVALON FOREST SUBDIVISION

MONEY HELD IN ESCROW/TRUST



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:

New Mexico State Legislature Appropriations

- a. Approval to Sign Appropriation Number 23-ZH5032-04 in the Amount of \$30,000 for Grants Management for Local Governments
- b. Approval to Sign Appropriation Number 23-ZH9240 in the Amount of \$80,000 to Purchase and Equip an Emergency Response Vehicle for the County of Lincoln.

Tuesday, July 18, 2023



CAPACITY BUILDING GRANT

WEBINAR OVERVIEW

Timeline

Eligibility

Application Questions

Grant Agreements

Reporting Requirements



CAPACITY BUILDING GRANT TIMELINE



May 12th - Webinar



May 12th – Capacity Grant Application Opens at 8:00am



May 26th - Capacity Grant Application Closes at 5:00pm



Review Committee begins reviewing applications and will contact awardees upon closing of review period.

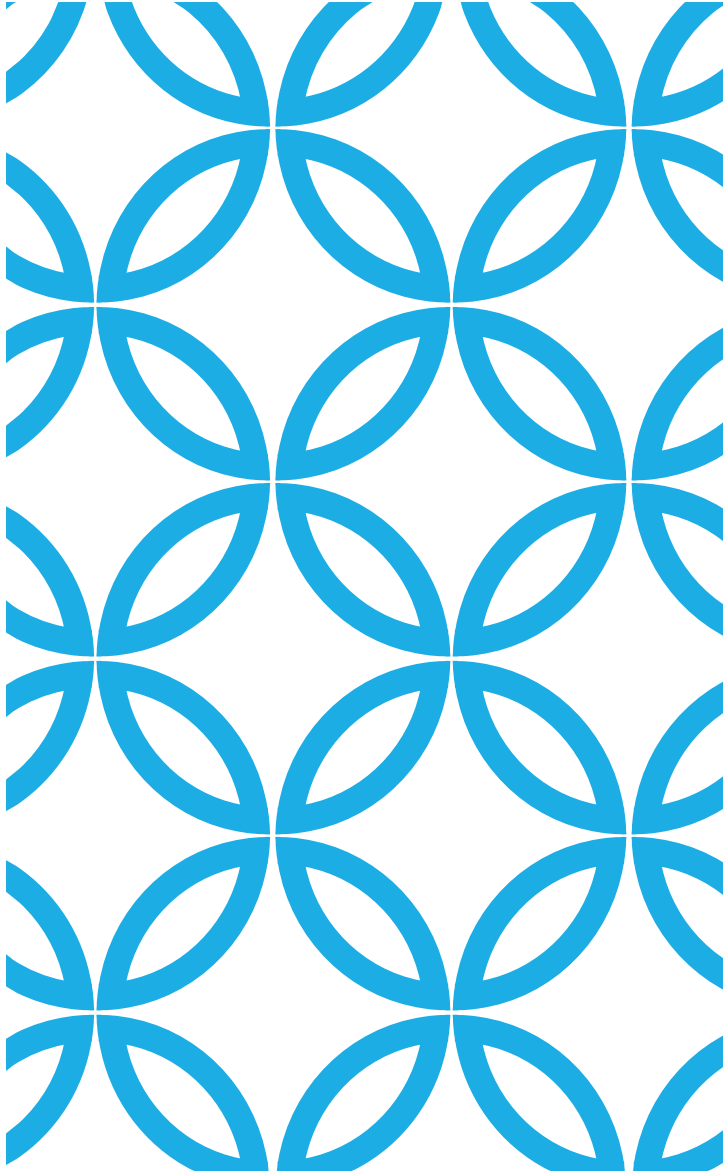


Funds must be expended by June 30, 2024

HOW MUCH IS AVAILABLE?

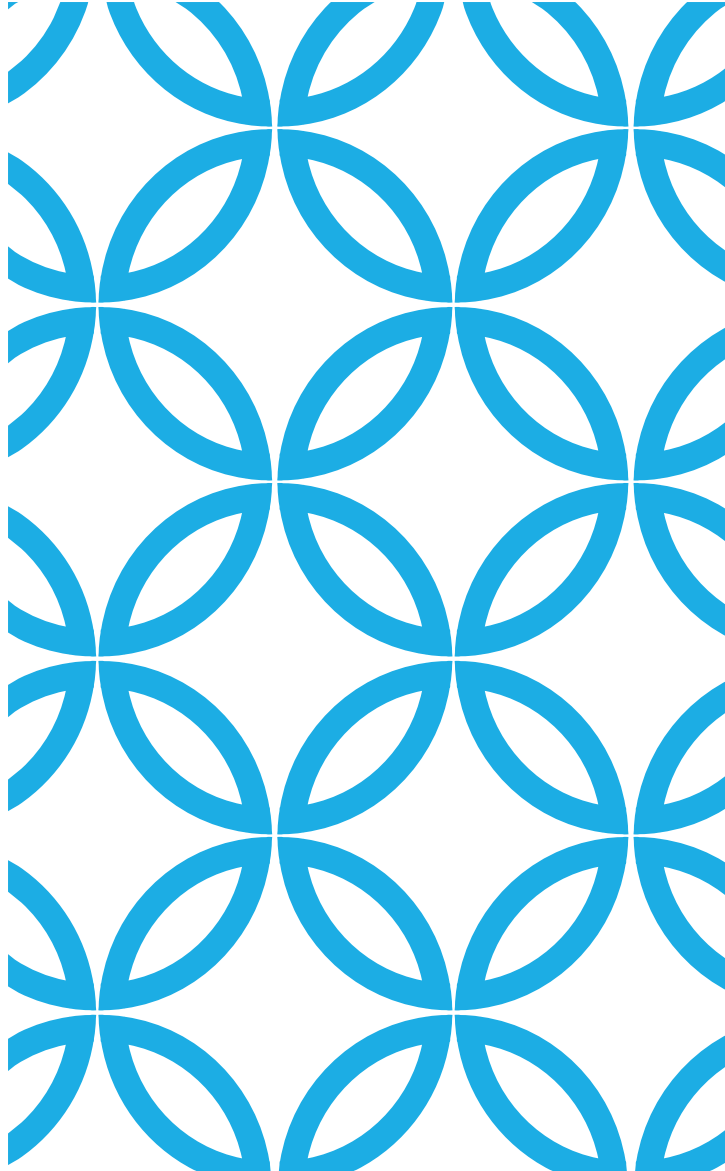


During the 2023 regular legislative session in House Bill 2, section 5, item 38, \$2 million dollars was appropriated from the general fund for capacity building grants for councils of government and local governments to include tribal governments.



WHAT IS THE FUNDING FOR?

This grant provides councils of government, local governments and tribal government with funds to hire a grant writer, grant manager, or to provide grant compliance assistance.



ELIGIBLE APPLICANTS

Council of Governments, Local Governments and Tribal Governments

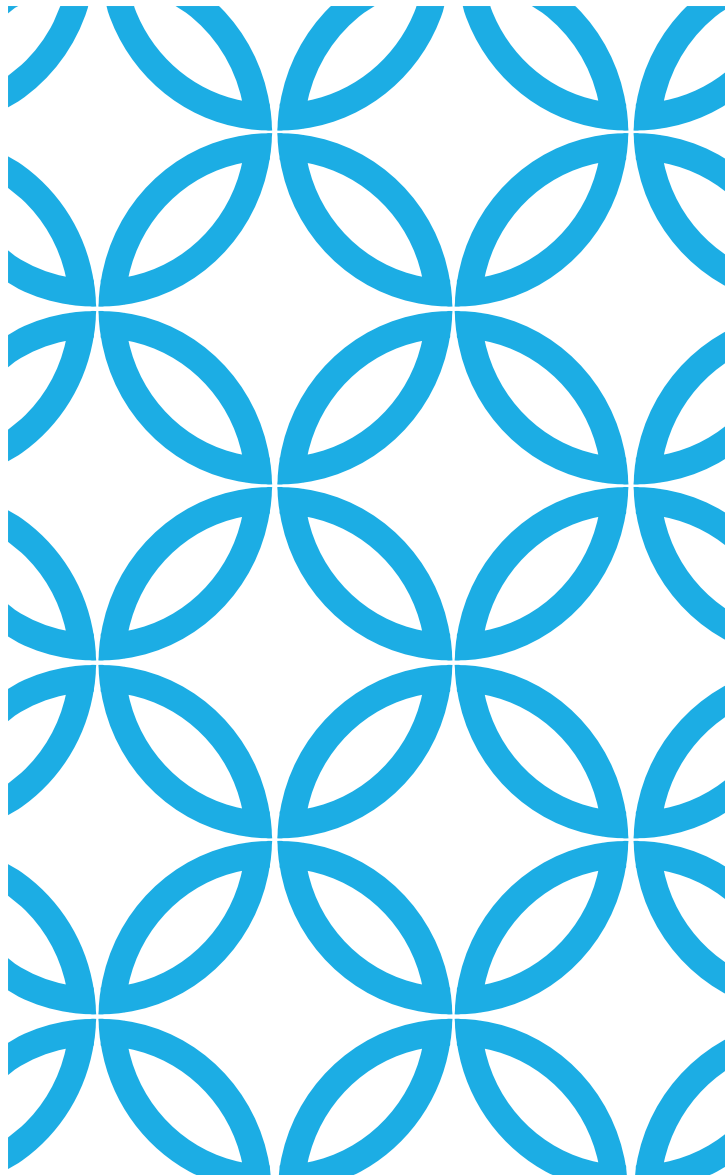
ELIGIBILITY REQUIREMENT

Eligible projects for this grant include increasing local capacity by hiring or contracting a grant writer, grant manager, or for grant compliance to prepare, process, issue, track, or handle compliance and reporting requirements.

Grant Writer – will research, draft, and submit proposals for grant opportunities.

Grant Compliance – will provide support to ensure compliance with requirements of obtaining grant funding.

Grant Manager- will ensure all proper documentation is submitted in a timely manner and the project is meeting guidelines and reporting set forth by the grant.



APPLICATION QUESTIONS

GRANT AGREEMENT AND REPORTING REQUIREMENTS

Application must be submitted by local government, council of government, or tribal government

A grant agreement will be executed between the Local Government Division and the local government, council of government, or tribal government.

Grant funds will be dispersed on a reimbursement basis upon having a fully executed grant agreement, and a pay request for valid expenditures being submitted to the Local Government Division.

Reporting for these grants will include how the funds were expended, what grants were applied for and what grants were received as a result of this funding.

CONTACT INFORMATION

Please email all general questions to

Shanna.Sasser@dfa.nm.gov

For technical issues regarding the application submission, please contact the Local Government Division @ (505) 827-8051

Carmen Morin, Community Development Bureau Chief

Shanna Sasser, Rural Ombudsman

From: [Google Forms](#)
To: [Brandi Newbill](#)
Subject: 2023 Capacity Building Grant Application
Date: Monday, May 15, 2023 4:31:25 PM



Thanks for filling out [2023 Capacity Building Grant Application](#)

Here's what was received.

Edit response

2023 Capacity Building Grant Application

\$2,000,000 For capacity building grants to councils of government and local governments.

For questions on the application, please contact Shanna Sasser at Shanna.Sasser@dfa.nm.gov.

Enter email address below of person completing this application.

Email *

bnewbill@lincolncountynm.gov

Entity Name *

Lincoln County

1. Is your entity a Council of Governments or local government entity? Please check box below. *

☐ Council of Governments

☒ Local Government Entity

2. Entity Contact Name *

Brandi C. Newbill

3. Entity Contact Email

bnewbill@lincolncountynm.gov

4. Entity Phone Number (xxx) xxx-xxx

(575) 258-5934

5. County (Please choose all that you are representing) *

☐ Bernalillo

☐ Catron

☐ Chaves

☐ Cibola

☐ Colfax

- ☐ Curry
- ☐ De Baca
- ☐ Dona Ana
- ☐ Eddy
- ☐ Grant
- ☐ Guadalupe
- ☐ Harding
- ☐ Hidalgo
- ☐ Lea
- ☒ Lincoln
- ☐ Los Alamos
- ☐ Luna
- ☐ McKinley
- ☐ Mora
- ☐ Otero
- ☐ Quay
- ☐ Rio Arriba
- ☐ Roosevelt
- ☐ San Juan
- ☐ San Miguel
- ☐ Sandoval
- ☐ Santa Fe

- ☐ Sierra
- ☐ Socorro
- ☐ Taos
- ☐ Torrance
- ☐ Union
- ☐ Valencia

6. Please select any of the following categories for which your grant writer or grant manager will be seeking funding. *

- ☐ Community Structures
- ☒ Healthcare
- ☐ Housing
- ☒ Broadband Access
- ☐ Electrical Grid
- ☐ Water
- ☐ Wastewater
- ☒ Behavioral Health
- ☒ Other (If other, answer question below.)

7. If other, please provide the type of project for the funding.

Solid Waste & Roads
.....

8. What are the projects that your grant manager or grant writer will pursue?

The projects that Lincoln County will be pursuing are as follows: 1) We will be seeking funding for the electrical poles to be upgraded to meet regulations in our county so that we can provide broadband services to our rural areas that now exist with zero to minimal access. 2) We will also be seeking funding to purchase and repair the solid waste equipment and supplement the operational costs. 3) The road department will be seeking funding for equipment, and continual maintenance and construction of the infrastructure. 4) In addition, we are working on establishing various healthcare clinics throughout the county due to the lack of emergency services in the rural areas. These clinics will offer 24-hour healthcare and behavioral health services.

9. Do you currently utilize grant writing services? If yes, please choose from list below.

- ☐ Independent Contractor
- ☐ Local Council of Governments
- ☐ On Staff Grant Writer
- ☐ Grant Compliance Personnel

10. Will the grant manager or grant writer serve a rural or frontier community?

- ☒ Yes
- ☐ No

11. How will you utilize these funds for grant writing or grant management?

- ☐ Staff Member (new hire)
- ☐ Contractor
- ☒ Both



☐ Other (If other, answer question below.)

12. If **Other**, please provide how these funds will be utilized.

.....

13. Provide estimated number of beneficiaries or population of entity.

20,436 (2021)

14. Audit & Budget Compliance - What is the last year your Audit/Tier Certification was submitted to the Office of the State Auditor?

MM DD YYYY

07 / 31 / 2022

15. Is your entity in compliance with the budgeting reporting requirements per NM State statutes or regulations? *

☒ Yes

☐ No

16. What is the amount being requested?

\$150,000

17. Please provide an explanation for the amount requested?

Lincoln County is requesting the funds of \$150,000 as we do not have a grant writer or manager among our staff. Lincoln County has not actively pursued outside funding

(grants) as a practice in the past. Newer staff and management in Lincoln County are excited and motivated to seek outside funding to supplement operational, construction, and equipment costs for our Emergency Services, Roads, Public Works (Solid Waste & Broadband), and Health departments.

18. What other funds are being used by your entity to provide grant assistance and what is the amount of these other funds?

Lincoln County does not utilize any funds for grant assistance.

19. How would you rate your readiness to start your grant development/management process for your community?

- ☐ We're ready now
- ☒ Within 3 months
- ☐ Within 6 months
- ☐ Within one year

[Create your own Google Form](#)

[Report Abuse](#)

APPROPRIATION RECIPIENT:

Lincoln County

APPROPRIATION NUMBER:

23-ZH5032-04

APPROPRIATION AMOUNT:

\$ 30,000

REVERSION DATE:

June 30, 2024

APPROPRIATION LANGUAGE

Thirty Thousand Dollars and Zero Cents (\$30,000.00) for grants management for local governments and local councils of government. 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 12th, 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.

CERTIFICATION

I hereby certify that **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-ZH5032-04 in the amount of \$30,000.00.

Director, Local Government Division

Date

STATE OF NEW MEXICO House
HB2 Grant Management 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: _____
- C. AIPP Amount (If Applicable): _____
- D. Funds Requested to Date: _____
- E. Amount Requested this Payment: _____
- F. Reversion Amount (If Applicable): _____
- G. Grant Balance: _____
- H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)
- I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(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

**STATE OF NEW MEXICO
HB2 Grant Management Appropriation
Final Report Form
Exhibit B**

Appropriation Recipient: _____

Appropriation Number: _____

Use of Appropriation Funds	Amount
Personnel Expenses	
Contract Expenses	
Other Expenses	
Total Amount of Appropriation Funds Expended	

Narrative

Describe the outcomes, results, benefit, and or uses of the appropriation funds

APPROPRIATION RECIPIENT: LINCOLN COUNTY
APPROPRIATION NUMBER: 23-ZH9240
APPROPRIATION AMOUNT: \$80,000.00
REVERSION DATE: June 30, 2024

APPROPRIATION LANGUAGE
EIGHTY THOUSAND (\$80,000.00) to purchase and equip an emergency response vehicle and other emergency equipment. Funds unexpended by June 30, 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 15, 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.

CERTIFICATION
I hereby certify that 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 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-ZH9240 in the amount of \$80,000.00.

_____	_____
Wesley Billingsley	Date
Director, Local Government Division	

STATE OF NEW MEXICO
SB192 Junior 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: _____
- C. AIPP Amount (If Applicable): _____
- D. Funds Requested to Date: _____
- E. Amount Requested this Payment: _____
- F. Reversion Amount (If Applicable): _____
- G. Grant Balance: _____
- H. ☐ GF
- I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(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

**STATE OF NEW MEXICO
SB192 Junior Appropriation
Final Report Form
Exhibit B**

Appropriation Recipient: _____

Appropriation Number: _____

Use of Appropriation Funds	Amount
Personnel Expenses	
Other Operating Expenses	
Capital Expenses	
Other _____	
Total Amount of Appropriation Funds Expended	

Narrative

Describe the outcomes, results, benefit, and or uses of the appropriation funds



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:

Discussion and Direction Regarding Federal Government Relations and Lobbying Services

Tuesday, July 18, 2023



CAPGOV PROPOSAL & PROFESSIONAL SERVICES FEE AGREEMENT

FOR

FEDERAL GOVERNMENT RELATIONS & LOBBYING SERVICES

RESPECTFULLY SUBMITTED FOR CONSIDERATION TO

LINCOLN COUNTY, NM

JUNE 26, 2023

INTRODUCTION

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

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

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

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

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

INTRODUCTION (continued)

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

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

1. Pole Replacement

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

2. FEMA Funding

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

3. Fire State Water Storage

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

4. Emergency Services Facility

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

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

CAPGOV PERSONNEL

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

PERSONNEL TO BE ASSIGNED TO LINCOLN COUNTY

Nick Crockett, CAPGOV President & Founding Principal

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

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

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

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

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

BIO

Mr. Nicholas L Crockett, President & Founding Principal

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

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

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

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

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

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



SCOPE OF SERVICES

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

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

SCOPE OF SERVICES (continued)

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

(INTENTIONALLY LEFT BLANK)

CONTRACT DETAILS & DISCLOSURES

DISCLOSURE REGARDING “LOBBYING” ACTIVITIES

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

DISCLOSURE OF POTENTIALLY RELEVANT, CURRENT/RECENT CLIENTS

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

CONTRACT FEE

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

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

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

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

BILLING & PAYMENT

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

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

EXPENSES

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

RENEWAL

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

TERMINATION

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

ACCEPTANCE

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

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

Respectfully submitted,



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

ACCEPTED AND AGREED TO:

By: _____
Lincoln County, NM

Name: _____

Title: _____

Date: _____



County of Lincoln

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

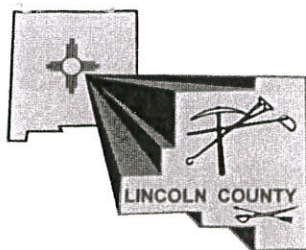
www.lincolncountynm.gov

AGENDA ITEM NO. 24

SUBJECT:

Reconsideration and Approval of Lodgers' Tax Request NM 4x4 Rally – Garrett Lamay

Tuesday, July 18, 2023



County of Lincoln

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

www.lincolncountynm.gov

RECEIVED

JUN 21 2023

LODGER'S TAX REQUEST FORM

Name of Event: NM 4X4 Rally Date(s) of Event: 9/21-24/23

Name of Organization(s) applying for Funding: NM 4X4 Rally

Amount Requested: 8,000 Total estimated cost of the Event listed above? 30,000

Describe Event: The 4X4 Rally is a 3 day event for everyone to enjoy Lincoln County's beautiful mountains and scenery. We will have a poker run 7 day also a vendor and car show. We want everyone to get out and ride and enjoy Lincoln County.

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>10,000</u>	Amount funded: <u>1,000</u>
Year: _____	Amount requested: _____	Amount funded: _____
Year: _____	Amount requested: _____	Amount funded: _____
Year: _____	Amount requested: _____	Amount funded: _____

How will the Event track the utilization of County lodging as a result of the Event? Surveys with info from attendees where they're from and where they're staying

Are there any in-kind or matching funds anticipated for the event? ☐ YES ☒ NO

Describe: _____

Have you requested funding from other sources? ☒ YES ☐ NO Amount Requested: \$5,000

Please list the anticipated amounts to be used for advertising:

Newspaper: <u>0</u>	Radio: <u>\$2300 \$200⁰⁰</u>	Social Media: <u>3500 200⁰⁰</u>
Internet: <u>\$1000 \$800⁰⁰</u>	Printing: <u>\$4000 1400⁰⁰</u>	Other: <u>5400</u>

Total amount of Out-of-County advertising: \$7500

Are you a current vendor of the County of Lincoln? ☐ YES ☒ NO

If I am not a vendor: I will contact Lincoln County Purchasing prior to the next Board of County Commissioners meeting (purchasing@lincolncountynm.gov / 575-648-2385) ☒ YES ☐ NO

STATEMENTS OF UNDERSTANDING

I understand that I am requesting public funds and they are to be administered according to State Law and Lincoln County Ordinances. ☒ YES ☐ NO

I agree to submit a follow-up report with a financial statement within ninety (90) days following the Event or I may forfeit the reimbursable funds. ☒ YES ☐ NO

I understand that funding recommended by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Board of Commissioners. I also understand that approved funding amounts may differ from the amount requested on this application. ☒ YES ☐ NO

I understand that a written agreement must be signed by the County of Lincoln and myself BEFORE any expenditures can be made. ☒ YES ☐ NO

Name of Applicant: Garrett Lally Date: 6/21/23
Address: 200 Pine St. City: Ruidoso State: NM Zip: 88345
Phone: 575 973 0144 Email: NM 4x4lally@gmail.com

Signature: 

Email this form to: mwilliams@lincolncountynm.gov.

Estimated Cost for Requested Funds

NM 4x4 Rally

Sept. 21 - Sept. 24

Newspaper

Total Estimated Amount Needed:	\$0.00
Lodgers' Tax Request	\$0.00

Radio

Total Estimated Amount Needed:	\$2,300.00
Lodgers' Tax Request	\$200.00

Social Media

Total Estimated Amount Needed:	\$3,500.00		
Lodgers' Tax Request	\$200.00		
Webpage		Yes	No
Facebook		Yes	No
Instagram		Yes	No
Other		Yes	No

Internet - Consists of digital marketing including ads on different websites

Total Estimated Amount Needed:	\$1,000.00
Lodgers' Tax Request	\$800.00

Printing - This consists of Flyers, banners, posters maps & brochures

Total Estimated Amount Needed:	\$4,000.00	
Lodgers' Tax Request	\$1,400.00	
Estimated no. of Flyers	\$1,100.00	2000 flyers
Estimated no. Banners	\$300.00	
Billboard Advertising		
Billboard Sign		

Other - This consists of outside Porta Potty's and Security

Total Estimated Amount Needed:	\$5,400.00	
Lodgers' Tax Request	\$5,400.00	
Porta Potty's	\$1,800.00	0
Security	\$3,600.00	

Total Lodgers' Tax Requested \$8,000.00

These are all estimated costs, all estimated costs are subject to change

SUMMARY OF COMMITTEE'S RECOMMENDATION

We recommend this award because:

New	YES	NO
Previous Event proved successful to Lincoln Co.	YES	NO
Substantial Reach Beyond Lincoln County	YES	NO
Benefits an area of Lincoln County not usually associated with events	YES	NO
Where: White Oaks, Lincoln		

Additional considerations from individual committee members, or the committee, that influenced the recommendation :

Coda Omness, Committee Member, "knows the promoter, Marissa Good's, excellent reputation and track record".

Any questions an individual commissioner may have, or information they may want, call Michelle Williams at 575 258 5934 or email mwilliams@lincolncountynm.gov to discuss prior to BOCC meeting.

Exectued this 30th day of June, 2023
by John Kempbell
Lodgers' Tax Committee



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 25

SUBJECT:

Approval to Submit Economic Development Association Funding Applications –
Dora Batista

Tuesday, July 18, 2023



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:

Acknowledge Lincoln County Annual Lodgers' Tax Audit (Agreed-Upon Procedures)

Tuesday, July 18, 2023

**STATE OF NEW MEXICO
LINCOLN COUNTY
LODGERS' TAX
AGREED-UPON PROCEDURES
FOR THE YEAR ENDED JUNE 30, 2022**



**STATE OF NEW MEXICO
LINCOLN COUNTY
LODGERS' TAX
AGREED-UPON PROCEDURES
FOR THE YEAR ENDED JUNE 30, 2022**

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Summary Schedule of Gross Taxable Rents and Occupancy Taxes	5-8
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INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

Members of the Board of County Commission
Lincoln County
Carrizozo, New Mexico

We have performed the procedures enumerated below on evaluating vendor compliance with Ordinance 2019-03 "Lincoln County Lodgers' Tax", of Lincoln County, New Mexico (the "County"), for the year ended June 30, 2022. Management is responsible for monitoring vendor compliance with Ordinance 2019-03 "Lincoln County Lodgers' Tax".

The County has agreed to and has acknowledged that the procedures performed are appropriate to meet the intended purpose of evaluating vendor compliance with Ordinance 2019-03 "Lincoln County Lodgers' Tax". This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated results are as follows:

1. We documented our understanding of the nature of the Lodger's Tax Act, Sections 3-38-13 through 3-38-24, NMSA 1978, in conjunction with the County's local ordinance and noted that the County follows the requirements of the Lodger's Tax Act. Ordinance 2019-03, requires a lodgers' tax rate of 5%, which was in effect for the entire fiscal year ended June 30, 2022
2. We reviewed and documented the system in place by the County for the collection and recording of Lodger's Tax receipts and noted the County has a process in place in order to collect and record Lodger's Tax receipts.

The total lodgers' tax (before penalties) collected by the County for the year ended June 30, 2022, was \$425,231; for the same period, the amount of lodgers' tax submitted by the four vendors selected by the County for the purpose of these agreed-upon procedures was \$100,702, or 24% of the total.

3. For the four lodging establishments (vendors) that were selected by the Board of County Commission:
 1. Condotel
 2. Caldwell Investments
 3. Squaw Peak Retreat
 4. Dos Pintos of New Mexico

We performed the following procedures:

A. Determined the adequacy of the accounting records maintained by each establishment.

- 1) Condotel – Vendor records were reviewed, and the lodgers' tax based on the gross rent per these reports was compared to the amount remitted to the County. No exceptions were noted.
- 2) Caldwell Investments – Vendor records were reviewed, and the lodgers' tax based on the gross rent per these reports was compared to the amount remitted to the County. See *Summary Schedule of Gross Taxable Rents and Occupancy Taxes* for unreported revenue that would amount to Lodger's Tax underpayment of \$241.
- 3) Squaw Peak Retreat– Vendor records were reviewed, and the lodgers' tax based on the gross rent per these reports was compared to the amount remitted to the County. See *Summary Schedule of Gross Taxable Rents and Occupancy Taxes* for overreported revenue that would amount to Lodger's Tax overpayment of \$168.
- 4) Dos Pintos of New Mexico – Vendor records were reviewed, and the lodgers' tax based on the gross rent per these reports was compared to the amount remitted to the County. See *Summary Schedule of Gross Taxable Rents and Occupancy Taxes* for unreported revenue that would amount to Lodger's Tax underpayment of \$436.

B. Perform verification procedures to determine whether the lodges selected, had properly reported and paid lodger's tax to the County.

- 1) Condotel - see *Summary Schedule of Gross Taxable Rents and Occupancy Taxes*.
 - 2) Caldwell Investments - see *Summary Schedule of Gross Taxable Rents and Occupancy Taxes*.
 - 3) Squaw Peak Retreat - see *Summary Schedule of Gross Taxable Rents and Occupancy Taxes*.
 - 4) Dos Pintos of New Mexico - see *Summary Schedule of Gross Taxable Rents and Occupancy Taxes*.
4. After each lodging establishment has had the agreed-upon procedures applied, we have issued our report summarizing the results of our procedures.

We were engaged by the County to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on evaluating vendor compliance with Ordinance 2019-03 "Lincoln County Lodgers' Tax". Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Board of County Commissioners and management of the County and is not intended to be and should not be used by anyone other than the specified parties.

Kubiak Melton & Associates, LLC

Kubiak Melton & Associates, LLC
Auditors – Business Consultants - CPAs

July 11, 2023
Albuquerque, New Mexico

DRAFT – Preliminary for Discussion Purposes ONLY
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**STATE OF NEW MEXICO
LINCOLN COUNTY
LODGING ESTABLISHMENTS' RECORDS ASSESSMENT
FOR THE YEAR ENDED JUNE 30, 2022**

Lodging Establishment Records Assessment

Condotel –The total amount of lodgers' tax collected from this vendor was \$95,423, which was verified based on a recalculation using the vendor's records. The vendor supplied all required records. The *Certificate of Lodging Vendor No.* is STR-42.

Caldwell Investment Holdings – The total amount of lodgers' tax collected from the vendor was \$702. The vendor supplied all required records. The total lodgers' tax based on the gross rent based on the documentation we were provided was compared to the amount remitted to the County, as substantiated by the County receipt number. Based on our calculations, lodgers' tax was underpaid by \$241. The *Certificate of Lodging Vendor No.* is 2020-105. The vendor paid a \$100 penalty for late reporting in September. This vendor submitted reports for five of the 12 months.

Squaw Peak Retreat - The total amount of lodgers' tax collected from this vendor was \$3,945. As a result of overreporting by the vendor, the correct amount of lodgers' tax submitted should have been \$3,846, an overpayment of \$99. The *Certificate of Lodging Vendor No.* is 2020-53.

Dos Pintos New Mexico – The total amount of lodgers' tax collected from the vendor was \$632. The total lodgers' tax based on the gross rent based on the documentation we were provided was compared to the amount remitted to the County, as substantiated by the County receipt number. Based on our calculations, lodgers' tax was underpaid by \$436. The *Certificate of Lodging Vendor No.* is STR-171.

**STATE OF NEW MEXICO
LINCOLN COUNTY
LODGERS' TAX AGREED-UPON PROCEDURES
SUMMARY SCHEDULE OF GROSS TAXABLE RENTS AND OCCUPANCY TAXES
CONDOTEL
FOR THE YEAR ENDED JUNE 30, 2022**

FY2022 - Reporting Month	Monthly Room Revenues per Vendor Records	Monthly Room Revenues Reported by Vendor to County	Difference	Lodgers Tax Reported by Vendor	Lodgers Tax %	Recalculated Lodgers Tax Based on Vendor Records	Over (Under) Paid
July, 2021	\$ 324,979	\$ 324,979	\$ -	\$ 16,249	5%	\$ 16,249	\$ -
August, 2021	235,420	235,420	-	11,771	5%	11,771	-
September, 2021	183,909	183,909	-	9,195	5%	9,195	-
October, 2021	80,956	80,956	-	4,048	5%	4,048	-
November, 2021	120,543	120,543	-	6,027	5%	6,027	-
December, 2021	258,592	258,592	-	12,930	5%	12,930	-
January, 2022	84,003	84,003	-	4,200	5%	4,200	-
February, 2022	211,533	211,533	-	10,577	5%	10,577	-
March, 2022	-	-	-	-	5%	-	-
April, 2022	257,210	257,210	-	12,861	5%	12,861	-
May, 2022	58,527	58,527	-	2,926	5%	2,926	-
June, 2022	92,776	92,776	-	4,639	5%	4,639	-
Total	<u>\$ 1,908,448</u>	<u>\$ 1,908,448</u>	<u>\$ -</u>	<u>\$ 95,423</u>		<u>\$ 95,423</u>	<u>\$ -</u>

Condotel submitted 12 monthly lodgers' tax payments to the County for the fiscal year, remitting a total of \$95,423 in lodgers' tax.

The County's lodgers' tax ordinance requires monthly reporting by vendors, showing the amount total rentals and the total lodgers' tax owed to the County to be remitted at that time. Condotel submitted one for each month during the fiscal year. There were no instances of noncompliance noted with this requirement of the Lodgers' Tax Ordinance.

**STATE OF NEW MEXICO
LINCOLN COUNTY
LODGERS' TAX AGREED-UPON PROCEDURES
SUMMARY SCHEDULE OF GROSS TAXABLE RENTS AND OCCUPANCY TAXES
CALDWELL INVESTMENTS
FOR THE YEAR ENDED JUNE 30, 2022**

FY2022 - Reporting Month	Monthly Room Revenues per Vendor Records	Monthly Room Revenues Reported by Vendor to County	Difference	Lodgers Tax Reported by Vendor	Lodgers Tax %	Recalculated Lodgers Tax Based on Vendor Records	Over (Under) Paid
July, 2021	\$ -	\$ 4,873	\$ (4,873)	\$ 244	5%	\$ -	\$ 244
August, 2021	-	2,285	(2,285)	114	5%	-	114
September, 2021	-	2,870	(2,870)	144	5%	-	144
October, 2021	-	1,635	(1,635)	82	5%	-	82
November, 2021	18,848	2,350	16,498	118	5%	942	(825)
December, 2021	-	-	-	-	5%	-	-
January, 2022	-	-	-	-	5%	-	-
February, 2022	-	-	-	-	5%	-	-
March, 2022	-	-	-	-	5%	-	-
April, 2022	-	-	-	-	5%	-	-
May, 2022	-	-	-	-	5%	-	-
June, 2022	-	-	-	-	5%	-	-
Total	<u>\$ 18,848</u>	<u>\$ 14,013</u>	<u>\$ 4,835</u>	<u>\$ 702</u>		<u>\$ 942</u>	<u>\$ (241)</u>

Caldwell Investments submitted five monthly lodgers' tax payments to the County for the fiscal year, remitting a total of \$702 in lodgers' tax. A recalculation based on vendor's records showed an underpayment due to the County of \$241. See *Recommendation 2022-001*.

The County's lodgers' tax ordinance requires monthly reporting by vendors, showing the amount total rentals and the total lodgers' tax owed to the County to be remitted at that time. Caldwell Investments submitted five during the fiscal year. The vendor paid a \$100 penalty for a late report in October, 2021. The County had sent notices relating to reports not being received. The requirement that a report be submitted for each month, whether or not there were any rentals, was not complied with therefore this is an issue of noncompliance. See *Recommendation 2022-001*.

**STATE OF NEW MEXICO
LINCOLN COUNTY
LODGERS' TAX AGREED-UPON PROCEDURES
SUMMARY SCHEDULE OF GROSS TAXABLE RENTS AND OCCUPANCY TAXES
SQUAW PEAK RETREAT
FOR THE YEAR ENDED JUNE 30, 2022**

FY2022 - Reporting Month	Monthly Room Revenues per Vendor Records	Monthly Room Revenues Reported by Vendor to County	Difference	Lodgers Tax Reported by Vendor	Lodgers Tax %	Recalculated Lodgers Tax Based on Vendor Records	Over (Under) Paid
July, 2021	\$ -	\$ 9,062	\$ (9,062)	\$ 454	5%	\$ -	\$ 454
August, 2021	-	5,685	(5,685)	284	5%	-	284
September, 2021	-	5,805	(5,805)	290	5%	-	290
October, 2021	-	9,425	(9,425)	471	5%	-	471
November, 2021	-	6,364	(6,364)	316	5%	-	316
December, 2021	44,350	8,584	35,766	429	5%	2,218	(1,789)
January, 2022	-	6,735	(6,735)	337	5%	-	337
February, 2022	-	6,470	(6,470)	324	5%	-	324
March, 2022	-	8,170	(8,170)	409	5%	-	409
April, 2022	-	3,906	(3,906)	195	5%	-	195
May, 2022	-	4,595	(4,595)	230	5%	-	230
June, 2022	32,564	4,110	28,454	206	5%	1,628	(1,422)
Total	\$ 76,914	\$ 78,911	\$ (1,997)	\$ 3,945		\$ 3,846	\$ 99

Squaw Peak Retreat submitted 12 monthly lodgers' tax forms to the County for the fiscal year, remitting a total of \$3,945 in lodgers' tax. Our recalculation based on the vendor's records showed an overpayment to the County of \$99.

The County's lodgers' tax ordinance requires monthly reporting by vendors, showing the amount total rentals and the total lodgers' tax owed to the County to be remitted at that time. Squaw Peak Retreat submitted one report for each month during the fiscal year. There were no instances of noncompliance noted with this requirement of the Lodgers' Tax Ordinance.

**STATE OF NEW MEXICO
LINCOLN COUNTY
LODGERS' TAX AGREED-UPON PROCEDURES
SUMMARY SCHEDULE OF GROSS TAXABLE RENTS AND OCCUPANCY TAXES
DOS PINTOS OF NEW MEXICO
FOR THE YEAR ENDED JUNE 30, 2022**

FY2022 - Reporting Month	Monthly Room Revenues per Vendor Records	Monthly Room Revenues Reported by Vendor to County	Difference	Lodgers Tax Reported by Vendor	Lodgers Tax %	Recalculated Lodgers Tax Based on Vendor Records	Over (Under) Paid
July, 2021	\$ 2,306	\$ -	\$ 2,306	\$ -	5%	\$ 115	\$ (115)
August, 2021	2,051	-	2,051	-	5%	103	(103)
September, 2021	1,636	-	1,636	-	5%	82	(82)
October, 2021	1,371	-	1,371	-	5%	69	(69)
November, 2021	3,054	1,882	1,172	94	5%	153	(59)
December, 2021	2,911	3,021	(110)	151	5%	146	5
January, 2022	2,402	1,790	612	90	5%	120	(30)
February, 2022	1,464	1,580	(116)	79	5%	73	6
March, 2022	2,097	2,242	(145)	112	5%	105	7
April, 2022	-	-	-	-	5%	-	-
May, 2022	-	-	-	-	5%	-	-
June, 2022	2,036	2,118	(82)	106	5%	102	4
Total	\$ 21,328	\$ 12,633	\$ 8,695	\$ 632		\$ 1,068	\$ (436)

Dos Pintos of New Mexico submitted six monthly lodgers' tax payments to the County for the fiscal year, remitting a total of \$632 in lodgers' tax. Based on our recalculation, lodgers' tax was underpaid by \$436. See *Recommendation 2022-002*.

The County's lodgers' tax ordinance requires monthly reporting by vendors, showing the amount total rentals and the total lodgers tax owed to the County to be remitted at that time. Dos Pintos of New Mexico submitted six for the fiscal year. The County had sent notices relating to reports not being received. The requirement that a report be submitted for each month, whether or not there were any rentals, was not complied with therefore this is an issue of noncompliance. See *Recommendation 2022-002*.

**STATE OF NEW MEXICO
LINCOLN COUNTY
LODGERS' TAX AGREED-UPON PROCEDURES
RECOMMENDATIONS
FOR THE YEAR ENDED JUNE 30, 2022**

Recommendations

Background:

In the performance of the agreed-upon procedures, we assessed whether the vendors were in compliance with the requirement that they submit the monthly lodging report every month.

Section 7 - "Collection of the Occupancy Tax; Reporting" of the Lodgers' Tax Ordinance requires licensed vendors to submit the lodgers' tax reporting form every month, whether or not they have any rental revenue and lodgers' tax to report.

Section 10 – "Failure to File Report; Failure to Pay Tax; Failure to Make Return, Computation, Civil Penalty, and Notice; Collection of Delinquencies; Occupancy Tax is a Lien" of the Lodgers' Tax ordinance states, "If any vendor fails to file a report due under the provisions of this Ordinance...he or she shall be liable for the tax and a civil penalty for any such failure in an amount equal to the greater of 10% of the amount that was not duly remitted to the County or \$100, whichever amount is greater."

Recommendations:

Recommendation 2022-001: It appears that one vendor underreported gross rents resulting in an underpayment in lodgers' tax to Lincoln County of \$241. It was recommended that the County request this amount from the vendor.

This vendor also submitted reports for five of the 12 months required. The County had sent notices relating to reports not being received. The requirement that a report be submitted for each month, whether or not there were any rentals, was not complied with therefore this is an issue of noncompliance. This vendor, after reviewing our calculations, agrees with this assessment. It is recommended that the County evaluate this noncompliance and consider if there are any impacts under *Section 10 – "Failure to File Report; Failure to Pay Tax; Failure to Make Return, Computation, Civil Penalty, and Notice; Collection of Delinquencies; Occupancy Tax is a Lien"*.

Recommendation 2022-002: One vendor underreported gross rents resulting in an underpayment in lodgers' tax to Lincoln County \$436. It is recommended that the County take steps to recoup this underpayment from the vendor.

This vendor also submitted reports for six of the 12 months required. The County had sent notices relating to reports not being received. The requirement that a report be submitted for each month, whether or not there were any rentals, was not complied with therefore this is an issue of noncompliance. It is recommended that the County evaluate this noncompliance and consider if there are any impacts under *Section 10 – "Failure to File Report; Failure to Pay Tax; Failure to Make Return, Computation, Civil Penalty, and Notice; Collection of Delinquencies; Occupancy Tax is a Lien"*.

Recommendation 2022-003: One vendor overreported gross rents resulting in an overpayment in lodgers' tax to the County of \$99. It is recommended that the County review their records and if this amount is substantiated, assign a credit or similar action in this amount to this vendor.



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:

Discussion and Direction Regarding Implementing Processes to Lower ISO Ratings in Subdivisions in the County of Lincoln

Tuesday, July 18, 2023



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:

Approval of Renewal of Fire Restriction and Imposition of Fireworks Restrictions by Resolution

Tuesday, July 18, 2023



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 29

SUBJECT:

Discussion and Possible Action to Increase Hourly Employee Wages Based on Salary Studies and Comparisons

Tuesday, July 18, 2023



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 30

SUBJECT:

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

Ordinance No. 2024-01: Solid Waste Collection, Disposal and Fees Ordinance of the County of Lincoln, New Mexico - an Ordinance Repealing Lincoln County Ordinances 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

Tuesday, July 18, 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. 31

SUBJECT:

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

Tuesday, July 18, 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

July 18, 2023

**LINCOLN COUNTY EXECUTIVE SESSION PURSUANT TO THE OPEN MEETINGS ACT:
DISCUSSION OF ALL THREATENED AND/OR PENDING LITIGATION, SECTION 10-15-1,
SUBPARAGRAPH (H)(7); AND DISCUSSION OF THE PURCHASE ACQUISITION OR DISPOSAL
OF REAL PROPERTY OR WATER RIGHTS BY THE PUBLIC BODY, SECTION 10-15-1,
SUBPARAGRAPH (H)(8); LIMITED PERSONNEL MATTERS, SECTION 10-15-1,
SUBPARAGRAPH (H)(2)**

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 to 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. **BB Lane, LLC / 137 Bluebelle Lane** Violation of Lincoln County’s Lodgers’ Tax Ordinance.

14. **Kendallco, LLC / 29276 Hwy. 70** Violation of Lincoln County’s Lodgers’ Tax Ordinance.

15. **Copper Ridge Homeowners Association, LLC v. Len Stokes, et al, Cause No. D-1226-CV-2022-00133**. A Complaint for Declaratory Judgment was filed by Plaintiff on July 1, 2022 and an Amended Complaint was filed on August 4, 2022. On January 11, 2022, Judge Daniel A. Bryant entered an Order

allowing Plaintiff to further amend its complaint to join the County of Lincoln as a Defendant based upon the County's ownership of Lot 4A in the Copper Ridge Subdivision. The County has yet to be served with the Second Amended Complaint.

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

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

18. ***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.

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.

Cummins, Sara – Tort Claim Notice received March 27, 2023, alleging unlawful/malicious acts by the Lincoln County Sheriff's Department.

Dorgan, K.C. – Tort Claim Notice received March 27, 2023, alleging unlawful/malicious acts by the Lincoln County Sheriff's Department.

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.

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.

Grassie, Kurtis - Loss of employment with the Lincoln County Sheriff's Office commencing on June 23, 2022.

2021

Kieter, Dave; Jakubcewicz, Mark; Riddle, Jasper; Patton, Van – Tort claim Noticed received on July 27, 2021. Claimants each allege damages to personal and real property as a result of the extraordinary flooding experienced throughout Lincoln County.

Myers, Sylvia – Tort Claim Notice received August 30, 2021 alleging that Lincoln County Medical Center's treatment fell below the standard of care.

Siegel, Erik – Tort Claim Notice received August 30, 2021 alleging deprivation of rights involving tort, constitutional rights, and other claims.

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.