

# 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

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## AGENDA

### Board of County Commissioners – Regular Meeting

**August 22, 2023 @ 8:30am - Commission Chambers in Carrizozo, New Mexico and ZOOM**

<https://us02web.zoom.us/j/84175599535?pwd=bXlTR0hldFRrVkpXQ3ZGZkk0dWpGdz09>

Meeting ID: 841 7559 9535

Passcode: 667314

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. July 6, 2023, Special Commission Meeting
  - b. July 18, 2023, Regular Commission Meeting
  - c. July 28, 2023, Special Commission Meeting
7. Approval of Consent Agenda
  - a. Payroll/Accounts Payable/Budget/ Expenditures
  - b. Treasurer’s Financial Report for the Month ending July 31, 2023
  - c. Approval of Road Project Agreement No. 23-RO-1103033-258 Between the County of Lincoln and the USDA, Forest Service, Cibola National Forest and National Grasslands
  - d. Approval of Resolution 2024-09 – Approval of Disposition of Surplus Inventory

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

Tuesday, August 22, 2023

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- e. Approval of Safety Net Care Pool & Indigent Health Care Claims
- f. Approval of Resolution 2024-11 a Resolution to Continue as an Active Member of the Southeastern New Mexico Economic Development District / COG
- g. Approval of the Membership Agreement between the Southeastern New Mexico Economic Development District / COG and the County of Lincoln
- h. Approval of the Addendum to the Lincoln County Community Wildfire Protection Plan
- i. Approval of the County of Lincoln Drug and Alcohol Policy for DOT Safety Sensitive Employees Subject to Federal Drug and Alcohol Testing
- j. Approval of Memorandum of Understanding Between Lincoln County and Otero County Electric Coop Buck Mountain Tower Site (Tower or Tower premises)
- k. Approval to Release and Refile Solid Waste Liens:

Liens to be released and refiled:

- 1. Delores Herrera - **\$2,523.99**
- 2. Leopoldo G. Herrera or Emma Jean Herrera - **\$2,574.57**
- 3. Randy W. Horst - **\$2,052.00**
- 4. Cheryl Huband - **\$2,138.46**
- 5. Helene O. Kobelnyk - **\$2,506.34**
- 6. Helene Kobelnyk - **\$2,506.34**
- 7. Cynthia A. Lanmon - **\$2,355.23**
- 8. Douglas E. Larue - **\$2,624.95**
- 9. Manuel R. Lopez - **\$2,142.74**
- 10. Yovanne Lucero and Crystal Lucero - **\$2,256.15**
- 11. Keith Alan McDaniel and Keri Sue McDaniel - **\$2,404.55**
- 12. Bonnie McEuen - **\$2,523.86**
- 13. Diane K. Medcalf - **\$2,613.91**
- 14. Jesus Medina (Land# 1007379) Sandra Medina & Ricardo Almanza (MH# 252481) - **\$2,649.40**
- 15. Jesus Medina Jr. & Rosa Medina (Land# 252292) (MH# 252291) - **\$2,649.40**

Total: \$36,521.89

Liens to be filed:

- 16. Jesus Medina (Land# 1007379) (MH# 1003398) - **\$2,202.36**
- 17. Craig Wilguess and Eleanor Wilguess (Land# 294575) (MH# 330209) - **\$672.32**
- 18. Pete M. Salas Jr. and Nancy J. Sanchez (Land# 251575) Julio & Irma Martinez (MH# 258669) - **\$701.58**
- 19. Jack R. Valentine (Land# 267475) Rudy A. & Jennifer D. Chavez (MH# 311829) - **\$701.58**
- 20. John R. Clark and Wanda E. Clark - **\$733.86**

Total: \$5,011.69

**Total amount filing: \$41,533.59**

## 8. County of Lincoln Budget

- a. Approval of Budget Adjustment for FY 23/24 by Resolution 2024-08

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- b. Discussion and Consideration of County Employee Pay Plan
  - c. Approval of Bargaining Agreement Between the County of Lincoln and the Lincoln County Deputy Sheriff's Association
  - d. Discussion and Consideration of the Sheriff's Civil Service Software Program
  - e. Consideration of Unfunded Departmental Requests
9. Colonias in Lincoln County
- a. Approval of Resolution No. 2023-12 - A Resolution Authorizing Acceptance of Colonias Infrastructure Fund (CIF) Project No. 6131-CIF Funding Offer; Roads/Drainage Infrastructure Palo Verde Slope Subdivision Roadway Project from The New Mexico Finance Authority.
  - b. Resolution 2024-10 - a Resolution Designating Enchanted Forest Mutual Domestic Water Consumers Association as a Colonia
10. Discussion, Consideration and Direction Regarding Appropriation No. 23-ZH9241 in the Amount of \$100,000 to contract for youth mentoring and positive active programming in Lincoln County
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)
13. **10:00 AM PUBLIC HEARING:**
- 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
14. Lincoln County Medical Center Update – Todd Oberheu
15. Lincoln County Detention Center
- a. Update – Ross Castleton, Warden

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

- b. Consideration of Setting Bed Rates, Per-Hour Fees, Mileage Charges, Annual Increases and Approving the Performance Work Statement for the Bureau of Indian Affairs (BIA), Office of Justice Services
- 16. County Manager
  - a. Report / Update
  - b. Approval to Allow Manager to Utilize County Laptop and Software Until a New Manager is actively Working - With No Compensation
  - c. Designation of New Opioid Settlement Authorized Signatory
  - d. Discussion and Direction Regarding Biscuit Hill Dumpster Locations
- 17. On-Call Engineers, Wilson & Co.
  - a. Approval of Construction Contract Award to MP Chavez Enterprises Inc. for the Nogal Fire Station Water Storage System Rebid in the Amount of \$317,412.61
  - b. Approval of Resolution No. 2024-13 - a Resolution by the Board of County Commissioners, the Governing Body of Lincoln County, New Mexico, Whereby the Board of County Commissioners Authorizes and Approves the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Water Trust Board
- 18. Discussion, Consideration and Direction Regarding the NACO Request of Voluntary Contributions, Equivalent to 1% of the LATCF Funding Each County Received Over the Two-Year Period, as a One-Time Endowment to Establish the Public Lands Resource Center.
- 19. Approval to Issue a Request for Proposals (RFP) for Independent Contractor Services for Misdemeanor Compliance Program.
- 20. Avalon Forest Subdivision Development Agreement Update – Don Murphy
- 21. Discuss and Develop Strategies That Promote Effective Communication Between Elected Officials and Established Employee Complaint Procedures, Fostering a Transparent and Accountable Work Environment.
- 22. Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinances:
  - a. Noisy Water Winery Local Economic Development Act (LEDA) Project Ordinance
- 23. 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

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



Matters; Section 10-15-1, Subparagraph (H)(2)

24. Authorization to Utilize Electronic/Stamp Signature for the FY 23/24 Fiscal Year for Agenda Items Only

25. Signing of Official Documents

26. Next meetings:

- a. September 7, 2023 - Special Meeting to Impose Property Tax Rates (Subject to Change)
- b. September 19, 2023 – Regular Meeting

27. Adjourn



*County of Lincoln*

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

## AGENDA ITEM NO. 6

### **SUBJECT:**

Approval of Minutes:

- a. July 6, 2023, Special Commission Meeting
- b. July 18, 2023, Regular Commission Meeting
- c. July 28, 2023, Special Commission Meeting

Tuesday, August 22, 2023

# COUNTY OF LINCOLN

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## 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 Thursday July 6, 2023

Minutes of the Special Meeting of the Lincoln County Commission held at 8:30 AM on July 6, 2023, in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New Mexico. The meeting was also accessible via Zoom.

#### 1. Call to Order

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

#### 2. Roll Call

##### Roll Call.

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

**Absent:** Commissioner Serna.

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

#### 3. Invocation

The Invocation was presented by Commissioner Fischer.

#### 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 Pfeffer, **Seconded by** Commissioner Fischer.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

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

#### 6. Road Department

- 50 a. Approval of Resolution 2024-01 Participation in Local Government Road Fund  
51 Program Administered by New Mexico Department of Transportation (Cooperative  
52 Agreement L200591)  
53  
54 b. Approval of Resolution 2024-02 Participation in Local Government Road Fund  
55 Program Administered by New Mexico Department of Transportation (County  
56 Arterial Agreement L200609)  
57  
58 c. Approval of Resolution 2024-03 Participation in the Local Government Road Fund  
59 Program Administered by New Mexico Department of Transportation (School Bus  
60 Agreement L200614)  
61

62 Jeff Honeycutt, Road Superintendent, explained the Local Government Road Fund Programs and  
63 stated they received CAP and Co-op funding however they did not receive School Bus Funding  
64 this year. Mr. Honeycutt stated approval of the two resolutions would bring the total funding  
65 including the commission match to \$848,225.67. Mr. Honeycutt stated the County had a 25%  
66 match over two years in the amount of \$212,055.67.  
67

68 Mr. Honeycutt detailed the locations of the projects and reviewed the pictures as provided by  
69 Wilson & Co. Mr. Honeycutt stated it would be a 90-day turnaround and they excluded locations  
70 1, 8 and 9 as they didn't have enough funding.  
71

72 **Motion:** Approve resolution 2024-01, Resolution 2024-02 & Resolution 2024-03, **Action:**  
73 Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

74 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

75 **Yes:** Commissioner Fischer, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.  
76

77 **SEE EXHIBIT A:** Copies of Resolution 2024-01, Resolution 2024-02, and Resolution 2024-03 are  
78 attached hereto in reference thereto made a part hereof.  
79

80 **7. Authorization for Lincoln County to Enter Litigation Regarding the New Mexico**  
81 **General Services Invoices Totaling \$307,252.78**  
82

83 Attorney Morel explained that during the previous month's executive session, the Commission  
84 authorized him to allow Lincoln County to enter into litigation against the General Services  
85 Department of the State of New Mexico. Attorney Morel stated it was filed on the 30<sup>th</sup> of the  
86 previous month and 24 counties had entered into the litigation. Attorney Morel Explained more  
87 information would be provided as it became available.  
88

89 Chair Proctor recessed the Board of County Commissioners and convened as the Lincoln County  
90 Canvassing Board.  
91

92 **8. Canvass of the June 27, 2023, City of Ruidoso Downs Special Election**  
93

94 Clerk Hemphill detailed the City of Ruidoso Downs Special All-Mail Election and presented the  
95 tabulator tapes, roster, and hand tally forms for approval. Clerk Hemphill stated there were 1,146  
96 active voters and 170 inactive voters for a total of 1,316 total registered voters in the City of  
97 Ruidoso Downs. Clerk Hemphill explained the ballots were mailed to all active voters in the City  
98 of Ruidoso Downs on June 2, 2023, for the Election which was held on June 27, 2023. Of the  
99 1,146 ballots which were mailed, 172 were returned with 160 accepted and 12 which were  
100 rejected for no birth year, incorrect address, or the entire envelope was left blank. Clerk Hemphill

101 stated the results were 123 "Yes" votes and 37 "No" votes. Clerk Hemphill explained there were  
102 an additional 74 ballots which were returned undeliverable and 3 ballots which were received after  
103 the deadline.

104  
105 Chair Proctor adjourned the Lincoln County Canvassing Board and reconvened as the Board of  
106 County Commissioners.

107  
108 **Motion:** Approve the Canvass of the June 27, 2023, City of Ruidoso Downs Special Election,

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

110 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

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

112  
113 **SEE EXHIBIT B:** Copy of the City of Ruidoso Downs Special Election Canvass Results is  
114 attached hereto in reference thereto made a part hereof.

115  
116 **9. Signing of Official Documents**

117  
118 The Commissioners gave authorization to use their stamp or electronic signatures.

119  
120 **10. Next meeting:**

- 121 a. Tuesday, July 18, 2023, Regular Commission Meeting

122  
123 **11. Adjourn**

124  
125 **Motion:** Adjourn, **Action:** Adjourn, **Moved by** Commissioner Pfeffer, **Seconded by**  
126 Commissioner Fischer.

127 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

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

129  
130 There being no further business to come before the Board of County Commissioners, Chair  
131 Proctor adjourned the meeting at 8:54 AM.

132  
133 Respectfully submitted by,  
134 Shannan Hemphill  
135 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 July 18, 2023

Minutes of the Regular Meeting of the Lincoln County Commission held at 8:30 AM on July 18, 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:** Approval of the Agenda and authorized the Chair to move items as necessary, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner Fischer.

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

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

#### 6. Approval of Minutes:

- a. June 13, 2023, Special Commission Meeting
- b. June 20, 2023, Regular Commission Meeting

**Motion:** Approve the June 13, 2023, Special Commission Meeting minutes and the June 20, 2023, Regular Commission Meeting minutes, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Serna.

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

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

## 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 4<sup>th</sup> 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

Commissioner Fischer requested removal of Item q until further information was available.

**Motion:** Approve Consent Agenda Items a-p, **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.

**SEE EXHIBIT A:** Copies of the Consent Agenda items including Resolution 2024-06 are attached hereto in reference thereto made a part hereof.

#### **8. Board of Finance – Lincoln County Treasurer, Sherrie Huddleston**

Treasurer Huddleston provided an update on the financial standing of the County of Lincoln at the end of the Fiscal year on June 30, 2023. Treasurer Huddleston stated they had collected 101% of the budgeted current property tax and 101% of the budgeted general county discretionary mil. Treasurer Huddleston stated the total cash held by the Treasurer's Office on June 30, 2023, was \$40,241,585.35 which was an increase of \$6,474,423.15.

Commissioner Fischer questioned how the expected tax could be over 100%. Treasurer Huddleston explained they were only allowed to use 93% of the previous year's tax values when budgeting.

Commissioner Pfeffer commended the Treasurer and the staff for their amount of knowledge and pleasantness in all their duties.

#### **9. Funding Request for Carrizozo Athletics – Sheriff, Michael Wood**

Sheriff Wood requested \$500 to assist the Carrizozo Grizzlies Athletics department. Attorney Morel explained it was a violation of the Anti-donation clause.

#### **10. Discussion and Direction Regarding the American Rescue Plan Act (ARPA) Funding**

Manager Pearson detailed the ARPA fund monies and explained the previous Commission had allocated the first tranche of the funds and the second tranche was left to the current Commission to allocate. Manager Pearson explained the broad use of the funds and how they were allowed to be spent, with a deadline to have all funds allocated by December 31, 2024.

Commissioner Fischer questioned how the ISO ratings could be improved if water was placed strategically throughout the County and available for use during a fire. Commissioner Crunk explained he was on the planning commission for the County in years prior and they had created a requirement that every subdivision had to have water and the subdivision would donate one acre around the well to the County so they could put a water tank in each subdivision which could fill a fire truck in a matter of seconds. Commissioner Crunk questioned how many of those wells existed and where they were located, specifically on a map. Attorney Morel stated it was originally made part of the subdivision ordinance. Manager Pearson stated there were 13 fire stations, 3 of which were equipped with water. Manager Pearson stated it would take about \$250,000-\$300,000 each to completely outfit the fire stations with the needed equipment. Commissioner Fischer felt it best to determine which fire stations would be most feasible to get started using the funds available. Commissioner Crunk gave a breakdown of some of the ISO ratings in the County and explained what affected them. There was a lengthy discussion regarding ISO ratings and insurance issues. Commissioner Serna requested a density map to determine three locations with the most need and the associated costs of the project.

#### **11. Forest, Land & Natural Resources Matters:**

- a. Smokey Bear Ranger District

152  
153 b. Lincoln County / NMSU Extension Services  
154

155 Melanie Gutierrez, Lincoln County extension service, detailed many of the youth projects in the  
156 County. Ms. Gutierrez stated the Fair numbers were down this year in many of the animal barns,  
157 especially the sheep barn, possibly due to the high cost of feed and to the amount of time required  
158 for the animal projects. Ms. Gutierrez invited everyone to attend the Lincoln County Fair July 31,  
159 2023-August 5, 2023.  
160

161 c. South Central Mountain RC & D  
162

163 Laura Doth, South Central Mountain RC&D, stated the watershed and flood mitigation projects  
164 were working as expected. Ms. Doth explained they were working with NRCS to extend the zero-  
165 match requirement. Ms. Doth detailed many other projects in the area and stated they were  
166 looking for additional funds to be able to allocate to private property in the area as well.  
167

168 d. Upper Hondo Soil & Water Conservation District  
169

170 Robert Barber, Board of Supervisors for Upper Hondo, stated they were prepared to assist in the  
171 fire mitigation efforts as needed. Mr. Barber detailed many different projects being worked on in  
172 the Hondo Valley.  
173

174 e. Land and Natural Resources Advisory Committee-LANRAC  
175

176 Robert Barber, LANRAC, detailed some of the new projects being worked on.  
177

178 **12. 9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY**  
179 **OFFICIALS (Items are for discussion only – no action will be taken)**  
180

181 Chair Proctor detailed many of the meetings he attended in the last month including a meeting in  
182 which SB165, which was the local choice of energy bill, was discussed.  
183

184 Commissioner Crunk attended the Workforce Innovation Opportunity Act state plan meeting and  
185 spoke on trainings with the hospitals and possible higher education collaboration. Commissioner  
186 Crunk stated adult daycare was a need in the State which should be addressed. Commissioner  
187 Crunk explained there were many needs for people without a college degree.  
188

189 Commissioner Pfeffer spoke on the Opioid funds agreement and the needs in the County.  
190 Commissioner Pfeffer stated he did not want to limit it to Opioid's only but instead focus on all  
191 addictions, to include Opioids. Commissioner Pfeffer explained he spoke with Ryan Trosper,  
192 ENMU-Ruidoso President, on finding additional people to work in County Government and  
193 possibly starting an internship program. Commissioner Pfeffer stated the PVT program continued  
194 to stall.  
195

196 Commissioner Serna stated she would rather not grow government and instead look to  
197 technology to assist with minor tasks. Commissioner Serna was working with a local brewery and  
198 others to possibly construct a manufacturing company to bottle for local breweries to get their  
199 products out state-wide.  
200

201 Commissioner Fischer spoke about many community meetings held over the last month and  
202 stated the improvements in the County Fairgrounds had been well received and they would like it

to continue. Commissioner Fischer stated the parade in Capitan was very well attended and highly supported. Commissioner Fischer was working on increasing the focus on roads in his part of the County.

Clerk Hemphill spoke on the Regular Local Election which would be held on November 7, 2023, and would include all the local districts in the County with the exception of the Village of Ruidoso, which was the only entity which had not opted into the Regular Local Election and would hold their own election at a separate time of year. Clerk Hemphill stated Candidate sign-ups would be in her office on August 29, 2023 from 9:00 AM-5:00 PM for anyone who was interested in running for a local office.

Sheriff Wood appreciated the Ferguson Family being included in the invocation and asked they all be kept in people's thoughts and prayers.

Leeroy Zamora, Chief Deputy Assessor, stated there was not a need for formal hearings as all were handled informally and he thanked the office staff for all of their hard work and diligence. Mr. Zamora stated the certification of value was submitted to the state and finalized and approved by PTD. Mr. Zamora explained the final valuation, which was all of the residential and non-residential valuations combined, totaled \$1,676,954,436 of taxable value which reflects a full value of \$5,030,863,308.

Treasurer Huddleston stated her office turned over the 2020 delinquent tax sale list to the Property Tax Division Bureau on July 10, 2023, as required by State Statute. Treasurer Huddleston explained the list consisted of 202 real properties with 3 years or more of delinquent taxes due. Treasurer Huddleston stated they were working the 2019 delinquent taxes with a tentative sale date of October 4, 2023, for the 78 properties remaining on the list.

Gary Popplewell, Ruidoso resident, gave encouragement to the elected officials and county employees and appreciated how much they had to deal with and work through things. Mr. Popplewell stated 7 of 10 residents were concerned about the documents not being moved to a place of honor and would like the Commission to reconsider the placement of the sacred documents

Leeroy Zamora, Assistant Chief of the Carrizozo Volunteer Fire Department, recognized the Sheriff's Department and the OES department for the assistance they provide on emergency calls and stated their assistance was invaluable.

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

### **13. 10:00 AM PUBLIC HEARINGS:**

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

Manager Pearson stated the preliminary budget was passed in May and had been accepted by DFA. Manager Pearson provided an explanation of the final budget. Treasurer Huddleston explained fund line 414 which was the excess of \$800,000 had already been budgeted and other requests could be added after the final budget. Attorney Morel stated it could be allocated today if needed. Commissioner Fischer explained the process to adjust the budget and explained there was not much flexibility in the monies which could be used. Commissioner Pfeffer would like a full review of priorities prior to allocating the funds in the budget. Commissioner Pfeffer stated he did

not want to act too quickly. Commissioner Serna requested a Multi-day workshop next year to hear the requests and get them approved. Commissioner Serna requested anything over \$5,000 be placed on the ICIP.

Chair Proctor closed the Public Hearing and reconvened the Regular Commission Meeting at 10:15 AM.

**Motion:** Adopt Resolution 2024-05, **Action:** Adopt, **Moved by** Commissioner Serna, **Seconded by** Commissioner Crunk.

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

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

**No:** Commissioner Fischer.

**SEE EXHIBIT B:** Copy of Resolution 2024-05 is attached hereto in reference thereto made a part hereof.

#### **11. Forest, Land & Natural Resources Matters: (continued)**

##### **e. Land and Natural Resources Advisory Committee-LANRAC**

Robert Barber, LANRAC, spoke on the BLM grazing rule and stated they suspended all activity on the collaborative effort as they were not ready to continue with the rule making process and would look to focus on direction instead of law. Mr. Barber explained they were working with the BLM on Programmatic EIS for utility size solar projects. Mr. Barber stated they had submitted their comments and there were many other comments which had also been submitted on the proposed rule with a lot of pushback at the state level and within the Legislature.

Chair Proctor recessed the Regular Commission Meeting at 10:20 AM and reconvened at 10:28 AM.

#### **14. Lincoln County Detention Center Update – Warden, Ross Castleton**

Ross Castleton, Warden LCDC, provided statistics from the jail over the last month. Warden Castleton stated they were working on improvements at the facility to include the windows, painting and floors. Warden Castleton explained the RISE grant funding started July 1, 2023, and included art therapy and in person religious activities. Warden Castleton stated they were working with ENMU-Ruidoso to restart the GED program and looking to work on the Construction trades program at the jail as well.

Commissioner Fischer questioned the plumbing issues and if they were being worked on or had been fixed. Warden Castleton stated everything was functioning correctly at that point.

#### **15. Lincoln County Medical Center Update-Todd Oberheu**

Todd Oberheu, Hospital Chief Executive, stated he appreciated the 24-hour ambulance service being started in the rural communities. Mr. Oberheu stated he had submitted the letter of intent for the Rural Healthcare Fund. Mr. Oberheu explained there was some concern as the fund was set up as a one-time fund to have \$80 million however, it was already being requested at \$103 million. Mr. Oberheu explained he was working on the Opioid funds with Judge Bryant and Judge Schneider, and they should have more details in the future. Mr. Oberheu stated the Nob Hill land swap was still being worked on and they hoped to have it completed soon. Commissioner Serna stated the Village of Ruidoso had passed an Ordinance for a baby box and requested Mr. Oberheu

provide some details about it. Mr. Oberheu explained the State issued a grant opportunity for the purchase and installation of a baby box which would be placed at the hospital and was a safe and environmentally controlled environment for a child. Commissioner Pfeffer appreciated all the efforts of the Hospital and the many services they provide County-wide.

## **16. Manager's Report**

### **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 12<sup>th</sup> 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**

**24. Reconsideration and Approval of Lodgers' Tax Request NM 4x4 Rally – Garrett Lamay**

Manager Pearson explained the original request the prior month was for \$10,000 however the Commission approved \$1,000.

John Hemphill, Chair of the Lodgers' Tax Committee, explained last month two vendors had gone before the Lodgers' Tax Committee and the Committee reviewed and recommended both vendors for approval. Mr. Hemphill stated the Commission fully funded one of the vendors, however the other was only funded at 10% and the Committee was concerned on why that happened. Mr. Hemphill explained that Mr. Garrett came back to the committee and requested an additional \$8,000, which was part of the original request, and the committee recommended approval again and provided a more thorough breakdown of the requested amount. Mr. Hemphill stated he was also there as the Chair to get better clarification for the Committee since they were unsure what the Commission would like to see from them in regards to making the decision. Mr. Hemphill requested clarification if the details they provided this time were sufficient and how the Commission would like them to proceed as a committee in the future.

Commissioner Pfeffer stated he abstained from the vote last month as a protest of the adjusted amount. Commissioner Pfeffer stated there was a committee which was selected for a reason, and he felt they could rely on the Committee to make good judgments. Commissioner Pfeffer attended the previous Lodgers' Tax Committee meeting and stated he watched and listened to them work and they had personal knowledge of procedures, potential for success and individuals involved, which the Commission did not possess. Commissioner Pfeffer recommended not second guessing the Committee, when vendors present to the Commission they are nervous and it is difficult for them, however when they present to the Committee they are talking to people who know them and they are more comfortable. Commissioner Pfeffer stated if any Commissioners were unsure of the request, they could call the Lodgers Tax person and review it or request more information, and they could change the document to gather more information, but he felt the Commission needed to rely on the Committee instead of being arbitrary in their decisions.

Commissioner Fischer was concerned as it was a first-time event, however he understood the need for the additional request to provide substantial funding to be able to advertise in order to have a successful event.

Commissioner Serna was concerned with the initial investment as the initial request was not fully explained. Commissioner Serna stated she believed Lodgers Tax should be used to assist with the cost of advertising, publicizing, and promoting the event to tourists, however she did not feel security and porta-potties was a good use of taxpayers' dollars. Commissioner Serna would like a comprehensive master plan in place for the future.

Garrett Lamay, 4x4 rally, explained they were trying to push the advertising and get the word out as much as possible.

Commissioner Pfeffer questioned the use of the Lodgers Tax funds. Mr. Hemphill explained that security, porta-potties, promotion, and advertising were all encompassed under the Lodgers Tax funding uses. Mr. Hemphill stated the Committee felt the expenditures were appropriate and necessary for the event to be a success. Manager Pearson explained the Lodgers Tax funds could be used for advertisements, porta-potties, security, police force, and even solid waste, however the reimbursement amounts were split out as there are different amounts available for different things.

Commissioner Serna questioned the use of the porta-potties if they had already rented out the Convention Center, they shouldn't have a need for porta-potties. Mr. Lamay stated the porta-potties were to be available for the trail runs, not for use at the Convention Center. Commissioner Serna questioned the \$1,000 decrease in the requested amount. Mr. Lamay explained that since this was a first-time event without a track record, they would decrease their amount in hopes of being able to be funded.

**Motion:** Approve an additional \$8,000 of Lodgers Tax, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

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

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

**No:** Commissioner Serna.

Commissioner Pfeffer questioned if the Lodgers Tax Committee would be willing to work on a document to provide more information which would be provided to the Commission for each request. Mr. Hemphill stated it would be the Committee's preference as they want to make sure what they provide to the Commission is enough information for them to make an informed decision. Commissioner Serna would like a workshop-style meeting to update the Lodgers Tax and better determine how the funds should be allocated.

## **28. Approval of Renewal of Fire Restriction and Imposition of Fireworks Restrictions by Resolution**

Manager Pearson detailed Resolution 2024-07, Declaration of Fire Emergency.

**Motion:** Adopt Resolution 2024-07, Declaration of Fire Danger Emergency as presented, **Action:** Adopt, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner Crunk.

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

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

Commissioner Pfeffer commended Commissioner Fischer for recommending the Commission look into the additional needs of OES. Commissioner Pfeffer requested a presentation be added



to the next Commission Meeting to review the questions the Commission had asked pertaining to the burden placed upon OES as well as to get suggestions from OES as to what their needs are. Commissioner Crunk requested Manager Pearson contact Beth with Workforce Solutions to find out what programs are available to educate, train, and supplement the salary and costs of those employees.

**SEE EXHIBIT C:** Copy of Resolution 2024-07 is attached hereto in reference thereto made a part hereof.

**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.**

Eric Hamilton, Wilson and Company, explained the change order with respect to the pedestrian and livestock bridge and explained the need for the additional funds to comply with NMDOT and US Army Corps of Engineers requirements. Commissioner Pfeffer questioned the need for the additional requirements and Mr. Hamilton explained it was because Magado Creek was a US waterway so the permit would have to be filed through the EPA. Commissioner Serna would like to protect the residents downstream as they use the water for irrigation as well.

Mr. Hamilton explained Wilson & Co would do the work on the Environmental Analysis and prepare the level of effort form and the initial site assessment and the EPA would define the required environmental clearance level. Chair Proctor questioned if the work being done now would be sufficient for the bridge in the next phase as well or if they would need an additional study done. Mr. Hamilton explained the fieldwork and cover letter shows the field survey should cover the studies for both of the bridges.

Commissioner Fischer questioned the permitting and funding of the vehicle bridge vs the pedestrian/livestock bridge. There was a discussion of the differences in funding sources and plans for the different projects at the fairgrounds.

**Motion:** Approve the Amendment to Wilson & Company's Task Order No. 02222023 in the amount of \$16,979.00 as presented, **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.

Chair Proctor recessed the Regular Commission Meeting at 12:08 PM and reconvened at 12:40 PM.

**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

Manager Pearson explained the County had been using SystemsMD as their IT support for many years, however with the growth of the County and the IT needs, they would need to either go out to RFP or acquire their services through CES. Manager Pearson stated with CES there is no procurement needed, CES takes care of that process. Manager Pearson detailed the process to

use CES and stated if it worked well, the County could use CES as a way to purchase other products and services without having to go through the procurement process.

Commissioner Fischer questioned the fee paid to CES. Manager Pearson explained there was not a fee to use CES. Billie Jo Guevara, Finance Director, stated there was a cost difference of \$3,000 from the quote provided by SystemsMD directly and the amount for their services if contracted through CES.

**Motion:** Approve the use of CES Contract #2021-C19-212-ALL to purchase Lincoln County and Sheriff's Department Managed Services Computer System Support 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.

b. Discussion and Direction Regarding Tyler Technology Software Packages

Manager Pearson explained the current software company and detailed other options for an upgraded software company. Chair Proctor requested input from the departments who would be using the software. Chair Proctor questioned the use of CES or another pricing agreement to avoid the full procurement process.

Commissioner Fischer felt it would be nice to have an alternative instead of just having to use Tyler Technology, and questioned if there may be another company which could provide the same services. Commissioner Fischer also questioned if there were opportunities for the departments to contribute to the funds instead of relying solely on the General Fund.

Commissioner Crunk requested multiple companies make presentations to the departments and the department heads determine their first and second choices, then provide the cost associated with the conversion to determine the best route to go with.

Manager Pearson stated it could be brought back next month with hard numbers for a decision.

**18. Solid Waste Item:**

a. Discussion and Direction Regarding the Consolidation of Solid Waste Ordinance Nos. 2016-02 and 2020-04

Attorney Morel detailed the changes to the combined solid waste ordinance and stated it would be brought back next month as a public hearing.

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)

**Motion:** Approval to file Solid Waste Liens 1-7 and release and refile Solid Waste Liens 8-18,

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

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

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

**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

Clerk Hemphill detailed Resolution 2024-05 designating the location of Election Day polling sites for all Statewide Elections conducted in 2024 and 2025. Clerk Hemphill explained per Statute the Resolution was required in June or July of each odd numbered year and would take effect in January of the next even numbered year. Clerk Hemphill explained the polling sites listed in the Resolution were the same polling sites which had been used in the past. Clerk Hemphill explained in the future the polling sites may be moved to County owned buildings, where available, to assist with meeting the requirements of being an Election Day Polling site, to include internet availability and ADA accessibility.

**Motion:** Adopt Resolution 2024-04, designating the location of Election Day Polling Places for all Statewide Elections conducted in 2024 and 2025, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

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

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

**SEE EXHIBIT D:** Copy of Resolution 2024-04 is attached hereto in reference thereto made a part hereof.

- b. Board of Registration Appointments

Clerk Hemphill explained the Board of Registration was appointed in June or July of each odd numbered year however they don't meet as the Board of Registration until February or March of the next odd numbered year. Clerk Hemphill explained there was a change to Statute which required a 5-member board instead of a three-member board and no more than two members of

the board could be of the same political party. Clerk Hemphill stated her office reached out to the party chairs of the Republican and Democratic parties to provide a list of eligible voters who would like to serve on the board. Clerk Hemphill explained the Libertarian party was not an organized party in Lincoln County so her office pulled the voter rolls and contacted a couple of individuals to determine if they would like to be appointed to the Board as well. Clerk Hemphill recommended appointing 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 appointing the remaining voters as alternates to the Board of Registration.

**Motion:** Approve the appointment of the first two names from the Republican and Democratic lists and the first name from the Libertarian list to the Board of Registration and appoint the remaining voters on the list as alternates, **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.

## 21. Avalon Forest Subdivision Development Agreement Update – Attorney, Alan Morel

Attorney Morel stated the Subdivision started in 2005 and he detailed the agreement, the plat and the prior timeline. Attorney Morel explained the preliminary plat received approval from the Commission on January 16, 2007, there was an amended plat to move the road around a boulder in 2010, and in 2015 there was an additional plat change. Attorney Morel recommended a meeting with Harcrow Surveying to determine the best route forward.

## 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

Manager Pearson explained the County had requested over \$100,000 however they were approved for \$30,000. Manager Pearson would like to talk to Dora Batista to find out the options available for use of the funds. Manager Pearson requested approval to sign the appropriation and work out the details.

**Motion:** Approve the acceptance of Appropriation Number 23-ZH5032-04 in the amount of \$30,000, **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.

- 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.

Manager Pearson explained it was a direct appropriation from Representative Harlan Vincent in the amount of \$80,000 to purchase and equip an emergency response vehicle for OES to use as a fire response vehicle.

**Motion:** Approve the acceptance of Appropriation Number 23-ZH9240 in the amount of \$80,000, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Pfeffer.

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

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

## **23. Discussion and Direction Regarding Federal Government Relations and Lobbying Services**

Manager Pearson explained the Federal Lobbyist services and requested Commission feedback if they felt a Federal Lobbyist was needed for the County.

Chair Proctor stated there was not a need for a State Lobbyist and there had never been a need for a Federal Lobbyist in the past, however current situations pertaining to COVID, wildfires, floods and Natural Disasters have opened the need for the County.

Commissioner Crunk stated there was a need to create a National Wildfire Program, similar to the National Flood Insurance Program, and he questioned if a Federal Lobbyist could assist in getting it started. Commissioner Crunk liked the idea of having a voice in Washington.

Commissioner Pfeffer received a good reference check from a small community who could not afford a grant writer and who highly recommended the proposed lobbyist.

Commissioner Fischer liked the concept of a grant writer better than a lobbyist as he didn't understand the value added for a lobbyist, however he felt it appropriate to have a presentation from the Federal Lobbyist in the next meeting to better understand the benefits he could provide.

## **25. Approval to Submit Economic Development Association Funding Applications – Dora Batista**

Manager Pearson stated this agenda item would be brought back in a future meeting.

## **26. Acknowledge Lincoln County Annual Lodgers' Tax Audit (Agreed-Upon Procedures)**

Manager Pearson explained the audit, which was completed by Kubiak and Associates, is done every year. Manager Pearson detailed the preliminary audit information and asked the Commission for recommendations on the process going forward.

Commissioner Pfeffer expressed his concern about the vendors who were using Airbnb and stated the money being collected by Airbnb was going directly to the Village of Ruidoso instead of to the County of Lincoln. There was a lengthy discussion about the use of Airbnb and VRBO throughout the County and the different Municipalities.

**Motion:** Approve the Annual Lodgers' Tax Audit as performed by Kubiak & Associates, **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.

## **27. Discussion and Direction Regarding Implementing Processes to Lower ISO Ratings in Subdivisions in the County of Lincoln**

Commissioner Crunk requested a density map which could be used to determine the locations and amount of water available and needed to fight fires. Commissioner Crunk would also like to visit with NMC or anyone else who may have a knowledge of the requirements needed to lower the ISO ratings and how it could be applied. Commissioner Crunk questioned the ability to have manned fire stations in the County and if the supplies and equipment being used by the volunteer firefighters could be used for manned stations as well.

**29. Discussion and Possible Action to Increase Hourly Employee Wages Based on Salary Studies and Comparisons**

Manager Pearson explained his office had been working directly with finance and the treasurer's office to get a salary study of the employees in Lincoln County compared to other comparable counties in the State. Manager Pearson explained there were two options for hourly salary rates, either a grade and step or a range based on 30 years, most Counties in the State were based on a range. Chair Proctor stated the Senior Center rates were now mandated at a minimum level. Manager Pearson stated they had received studies done in Luna and Curry Counties to see how Lincoln County employee salaries compared. Commissioner Serna stated the two counties mentioned were not comparable to Lincoln County, she felt Santa Fe County was more comparable. Commissioner Pfeffer suggested adding the Village of Ruidoso to the comparable study. Leroy Zamora, chief deputy assessor, stated Otero County received a blanket \$3/hr raise across the board. Commissioner Fischer recommended looking at the studies to determine the best range and adjusting the County from a grade and step pay scale to a range pay scale.

**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

**Motion:** Schedule a public hearing to consider 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, **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.

**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)**

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

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

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

Chair Proctor recessed the Regular Meeting and convened the Closed Session at 3:11 PM.

#### **New or Updated Matters since last report \***

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

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

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

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

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

4. **Brd. of County Commissioners of Lincoln County v. Amerisourcebergen Drug Corp., et. al – U.S. Dist. Court Case No. 2:19-cv-00462** – Complaint for Public Nuisance, Violations of Racketeer Influenced and Corrupt Organizations Act (RICO)... filed on May 20, 2019 by Attorneys Robles, Rail & Anaya, P.C., et. al. After receiving no oppositions to the transfer of the case, on June 17, 2019, the case was transferred to the Northern District of Ohio noting that as of December 5, 2017, 1,534 cases have been transferred to Ohio for further proceedings. Settlement has been reached with some of the Defendants and, Lincoln County has begun 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 2<sup>nd</sup> 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 14<sup>th</sup> 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 12<sup>th</sup> 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 4<sup>th</sup> 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 18<sup>th</sup> day of August, 2022 by Attorney William Griffin. Lincoln County was served on the 26<sup>th</sup> day of August, 2022, and filed its Answer to the Complaint on the 26<sup>th</sup> 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 27<sup>th</sup> day of September, 2022. Lincoln County was served on the 22<sup>nd</sup> day of November, 2022. Lincoln County Defendants filed their Motion to Dismiss in Lieu of an Answer to the Complaint on the 6<sup>th</sup> 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.

914  
915 **Provine, Allison** – Tort Claim Notice received March 14, 2023, referencing the Lincoln  
916 County Sheriff's Office stating: "faulty tail light"

917  
918 **Mendoza, George** – Tort Claim Notice received March 20, 2023, alleging that on or about  
919 December 10, 2022, Lincoln County Medical Center and/or its agents fell below the standard of  
920 care resulting in injuries and damages to Claimant.

921  
922 **Cummins, Sara** – Tort Claim Notice received March 27, 2023, alleging unlawful/malicious  
923 acts by the Lincoln County Sheriff's Department.

924  
925 **Dorgan, K.C.** – Tort Claim Notice received March 27, 2023, alleging unlawful/malicious  
926 acts by the Lincoln County Sheriff's Department.

927  
928 **Soden, Sue** – Tort Claim Notice received March 31, 2023, alleging that on or about March  
929 1, 2022 and continuing thereafter to on or about April 12 and May 5, 2022, Lincoln County Medical  
930 Center and/ or its agents fell below the standard of care resulting injuries and damages to  
931 Claimant.

932  
933 **Vargas, Luis A.** – Tort Claim Notice received June 7, 2023, alleging personal injuries  
934 sustained during a motor vehicle collision as a result of a large pothole. Claimant alleges that the  
935 Village of Ruidoso, Lincoln County and/or the State of New Mexico may have an exposure for  
936 liability in connection with this loss.

937  
938 **2022**

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

944  
945 **Downs, Barbara** – Tort Claim Notice received May 6, 2022 alleging improper road and/or  
946 waterline maintenance resulting in a vehicle collision due to the icy road at the intersection of  
947 Sudderth Drive and Paradise Canyon in Ruidoso, New Mexico. A 2<sup>nd</sup> Tort Claim Notice was  
948 received on May 9, 2022 for a separate source with the same allegations as those set out in the  
949 May 6, 2022 notice.

950  
951 **McMinn, David** – Tort Claim Notice received on July 6, 2022, alleging multiple, serious  
952 issues due to the use of excessive force by BIA law enforcement who may have been agents of  
953 or acting on behalf of the Village of Ruidoso, Ruidoso Police Department, Lincoln County, N.M.  
954 State Police and the State of New Mexico.

955  
956 **New Mexico Boys and Girls Ranches, Inc. and its Employee, Bridgman, Ted** – Tort  
957 Claim Notice received on August 9, 2022, alleging violation of civil rights and tort claims act,  
958 including a demand to cease and desist and the return of promotional materials confiscated by  
959 County representatives at the Lincoln County Fair.

960  
961 **Estates of Wesley Clark and Linda Clark** – Tort Claim Notice received on October 11,  
962 2022 alleging wrongful deaths as a result of the McBride Fire due in part to faulty siren warning  
963 systems.

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

967  
968 **Grassie, Kurtis** - Loss of employment with the Lincoln County Sheriff's Office  
969 commencing on June 23, 2022.

970  
971 **2021**

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

975  
976 **Myers, Sylvia** – Tort Claim Notice received August 30, 2021 alleging that Lincoln County  
977 Medical Center's treatment fell below the standard of care.

978  
979 **Siegel, Erik** – Tort Claim Notice received August 30, 2021 alleging deprivation of rights  
980 involving tort, constitutional rights, and other claims.

981  
982 **White, Lionel Glenn, Jr., and family members and tenants, Ralph Nosker and his**  
983 **family members, Barbara Arthur and her family members, and Barlou, LLC** – Tort Claim  
984 Notice received September 16, 2021 alleging inundation by water resulting in damages to existing  
985 roadways and parking in the Gavilan Canyon Road area which are all located within the  
986 municipality of the Village of Ruidoso.

987  
988 **Smoley, Cinthia** – On November 8, 2021, Ms. Smoley submitted to the Lincoln County  
989 Treasurer's Department a Statement dated 11/2/2021, for "Arbitration Award/monies due for  
990 default".

991  
992 **Vonderane, Glenn** – Tort Claim Notice received October 19, 2021 alleging personal injury  
993 while using a staircase at the Village of Ruidoso public parking lot located at 151 Center Street.

994  
995 Chair Proctor adjourned the Closed Session and reconvened the Regular Meeting at 4:03 PM.

996  
997 Commissioner Fischer attested matters discussed in the closed meeting were limited to those  
998 specified in the motion for closure or in the notice of separate closed meeting and no action was  
999 taken.

1000  
1001 **32. Signing of Official Documents**

1002  
1003 **33. Next meetings:**

- 1004 a. August 15, 2023 - Regular Commission Meeting  
1005 Moved to August 22, 2023- Regular Commission Meeting  
1006 b. September 7, 2023-Special Meeting to Impose Property Tax Rates (Subject to  
1007 Change)

1008  
1009 **34. Adjourn**

1010  
1011 **Motion:** Adjourn, **Action:** Adjourn, **Moved by** Commissioner Crunk, **Seconded by**  
1012 Commissioner Pfeffer.

1013 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

1014 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,  
1015 Chair Proctor.

1016  
1017 There being no further business to come before the Board of County Commissioners, Chair  
1018 Proctor adjourned the meeting at 4:07 PM.  
1019  
1020 Respectfully submitted by,  
1021 Shannan Hemphill  
1022 Lincoln County Clerk

DRAFT

# 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 Friday July 28, 2023

Minutes of the Special Meeting of the Lincoln County Commission held at 8:30 AM on July 28, 2023, in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New Mexico. The meeting was also accessible via Zoom.

#### 1. Call to Order

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

#### 2. Roll Call

##### Roll Call.

**Present:** Commissioner Fischer, Commissioner Serna, 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 Commissioner Crunk.

#### 4. Pledge of Allegiance

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

#### 5. Approval of Agenda

**Motion:** Approval of the Agenda and authorized the Chair to move items as necessary, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner Fischer.

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

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

#### 6. Review, Discussion and Direction Regarding Job Descriptions:

50 a. Public Works Director

51  
52 Commissioner Serna requested a title change to better describe the position and felt County  
53 Services would be a more appropriate title. Commissioner Pfeffer stated he felt Public Works  
54 detailed the job description appropriately and felt county services would be under the direction of  
55 the County Manager. Commissioner Pfeffer stated he felt the funds were not sufficient to hire a  
56 new person. Commissioner Fischer requested a match to other counties to verify salary range.  
57 Commissioner Serna recommended removing the deadline and posting it until filled so people  
58 wouldn't wait until the last minute to submit their applications. Commissioner Fischer  
59 recommended wording it as \$55,000-\$85,000 or higher depending on experience. Attorney Morel  
60 explained it was a contract position so it could be adjusted as needed. Commissioner Fischer  
61 recommended wording it as college degree preferred or equivalent work experience considered.  
62

63 b. County Manager

64  
65 Chair Proctor reviewed the timeline from 2020 when the position was last posted. Commissioner  
66 Serna stated the minimum qualifications should be adjusted to include a Bachelors Degree in  
67 Political Science, Business Administration or similar relevant field with 10 years increasing  
68 responsibility in Government. Chair Proctor did not feel Political Science was an appropriate field  
69 of study for the County Manager's position. Commissioner Fischer agreed and felt Business  
70 Administration was more appropriate and questioned if a Masters Degree would be appropriate.  
71 Commissioner Crunk did not feel a Masters Degree was appropriate and felt the requirement  
72 would hinder the search. Commissioner Serna questioned the use of a CRT Terminal. Chair  
73 Proctor recommended the removal of the CRT Terminal and adding modern business and office  
74 software instead. Attorney Morel recommended wording of the salary range of \$125,000-  
75 \$180,000 commensurate with experience. Treasurer Huddleston stated \$120,000-\$160,000 was  
76 the range based on the comparable study of other similar Counties. There was a general  
77 consensus the range recommended by Treasurer Huddleston was appropriate with the wording  
78 recommended by Attorney Morel.  
79

80 **7. Commission Instruction on Steps to Proceed with Filling Lincoln County Manager**  
81 **Position**

82  
83 Chair Proctor stated it would be listed by the end of the day and advertised in the Newspaper on  
84 Wednesday. Commissioner Serna stated she would like to add funds to advertise nationally in  
85 companies like Indeed, LinkedIn, etc. Manager Pearson recommended changing the wording  
86 from the due date of August 17, 2023, to the date for the first review of applications.  
87 Commissioner Crunk recommended advertising in Lubbock, Albuquerque, Midland, Odessa,  
88 Las Cruces and other newspapers in larger cities outside of New Mexico.  
89

90 Attorney Morel recommended an initial review on August 17, 2023, at 5:00 PM with 2  
91 Commissioners and the County Elected Officials, which was one week ahead of the Commission  
92 Meeting. Commissioner Serna and Commissioner Pfeffer volunteered to attend the review  
93 meeting. At the Regular Commission Meeting on August 22, 2023, it would then be discussed  
94 during executive session and an announcement of interviews would be made.  
95

96 **8. Update on the Solid Waste Request for Proposal Schedule**

97  
98 Manager Pearson explained there was a mandatory pre-bid meeting which three companies  
99 attended. Manager Pearson stated proposals were due by 3:00 PM on August 4, 2023, at which  
100 time a review and evaluation committee would meet to go over them. Manager Pearson explained



the committee would probably consist of the Public Works Director from another County, Manager Pearson, Finance, and possibly a staff member currently in Public Works.

**9. Next meeting:**

- a. August 22, 2023, Regular Commission Meeting

**10. Adjourn**

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

There being no further business to come before the Board of County Commissioners, Chair Proctor adjourned the meeting at 9:36 AM.

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](http://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 July 31, 2023
- c. Approval of Road Project Agreement No. 23-RO-1103033-258 Between the County of Lincoln and the USDA, Forest Service, Cibola National Forest and National Grasslands
- d. Approval of Resolution 2024-09 – Approval of Disposition of Surplus Inventory
- e. Approval of Safety Net Care Pool & Indigent Health Care Claims
- f. Approval of Resolution 2024-11 a Resolution to Continue as an Active Member of the Southeastern New Mexico Economic Development District / COG
- g. Approval of the Membership Agreement between the Southeastern New Mexico Economic Development District / COG and the County of Lincoln
- h. Approval of the Addendum to the Lincoln County Community Wildfire Protection Plan
- i. Approval of the County of Lincoln Drug and Alcohol Policy for DOT Safety Sensitive Employees Subject to Federal Drug and Alcohol Testing
- j. Approval of Memorandum of Understanding Between Lincoln County and Otero County Electric Coop Buck Mountain Tower Site (Tower or Tower premises)
- k. Approval to Release and Refile Solid Waste Liens:  
Liens to be released and refiled:
  1. Delores Herrera - **\$2,523.99**
  2. Leopoldo G. Herrera or Emma Jean Herrera - **\$2,574.57**
  3. Randy W. Horst - **\$2,052.00**
  4. Cheryl Huband - **\$2,138.46**
  5. Helene O. Kobelnyk - **\$2,506.34**
  6. Helene Kobelnyk - **\$2,506.34**
  7. Cynthia A. Lanmon - **\$2,355.23**
  8. Douglas E. Larue - **\$2,624.95**
  9. Manuel R. Lopez - **\$2,142.74**
  10. Yovanne Lucero and Crystal Lucero - **\$2,256.15**
  11. Keith Alan McDaniel and Keri Sue McDaniel - **\$2,404.55**
  12. Bonnie McEuen - **\$2,523.86**
  13. Diane K. Medcalf - **\$2,613.91**
  14. Jesus Medina (Land# 1007379) Sandra Medina & Ricardo Almanza (MH# 252481) - **\$2,649.40**

Tuesday, August 22, 2023

15. Jesus Medina Jr. & Rosa Medina (Land# 252292) (MH# 252291) -  
**\$2,649.40**

Total: \$36,521.89

Liens to be filed:

16. Jesus Medina (Land# 1007379) (MH# 1003398) - **\$2,202.36**

17. Craig Wilguess and Eleanor Wilguess (Land# 294575) (MH# 330209) -  
**\$672.32**

18. Pete M. Salas Jr. and Nancy J. Sanchez (Land# 251575) Julio & Irma  
Martinez (MH# 258669) - **\$701.58**

19. Jack R. Valentine (Land# 267475) Rudy A. & Jennifer D. Chavez (MH#  
311829) - **\$701.58**

20. John R. Clark and Wanda E. Clark - **\$733.86**

Total: \$5,011.69

**Total amount filing: \$41,533.59**



*County of Lincoln*

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

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## ACCOUNTS PAYABLE and PAYROLL

The following claims or bills on file with the office of the Lincoln County Manager were examined and approved as paid with checks hereof drawn upon the various County funds according to the check register covering the period from July 1, 2023 through July 31, 2023 in the amount of \$2,816,764.95.

**NOW, THEREFORE**, the above bills are hereby approved.

**ADOPTED, PASSED AND SIGNED** the 22<sup>nd</sup> of August, 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

FS Agreement No. 23-RO-11030300-258

Cooperator Agreement No. \_\_\_\_\_

**ROAD PROJECT AGREEMENT**  
**Between The**  
**COUNTY OF LINCOLN**  
**And The**  
**USDA, FOREST SERVICE, CIBOLA NATIONAL FOREST AND NATIONAL**  
**GRASSLANDS**

This Project Agreement (agreement) is hereby made and entered into by and between the County of Lincoln, hereinafter referred to as “County,” and the USDA, Forest Service, Cibola National Forest and National Grasslands, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #23-RO-11030300-022 executed between the parties on December 30, 2022.

Project Title: Road Maintenance Projects in Lincoln County

## **I. BACKGROUND:**

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on December 30, 2022. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.



- Work must be completed in accordance with agreed upon standards.

## **II. PURPOSE:**

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the maintenance of National Forest Service System (NFS) Roads within the bounds of the County of Lincoln, New Mexico. Under cooperation with County, the maintenance will focus on NFS roads with high public use that are important for maintaining popular recreational access, connecting routes for county residents, and maintaining administrative access for Forest Service needs.

## **III. THE COOPERATOR SHALL:**

- A. Perform in accordance with the Financial Plan Exhibit A, Annual Road Maintenance Plans for each road attached to this document, and Exhibit B Project Map.
- B. Only do maintenance activities as prescribed in the Annual Road Maintenance Plan. If additional maintenance not prescribed in the Annual Road Maintenance Plan is suggested, County will contact the Forest program manager and U.S. Forest Service will assess if the suggested maintenance is necessary to maintain the road to National Forest Service Road policy and specifications. If the maintenance is necessary U.S. Forest Service will either complete the additional maintenance, modify the road project agreement with County, or enter into a new road project agreement with County to complete the maintenance.
- C. Inform the Forest Service Program Manager within five (5) business days of completion of maintenance activities on a road to allow the Forest Service opportunity to inspect completed maintenance activities for monitoring reports.
- D. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$8,750.00.

## **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Financial Plan Exhibit A, Annual Road Maintenance Plans for each road attached to this document, and Exhibit B Project Map.
- B. Conduct Monitoring Reports of completed maintenance activities within ten (10) business days to assess the maintenance activities completed are in accordance with the Financial Plan Exhibit A and Annual Road Maintenance Plans.
- C. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$8,750.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of County's Annual invoice. Each invoice from County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) County's name, address, and telephone number



- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109

FAX: 877-687-4894

E-mail: SM.FS.asc\_ga@usda.gov

Send an e-mail copy to: patrick.burkett@usda.gov

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

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Jeffrey Honeycutt 20 Tiger Road P.O. Box 666 Capitan, NM 88316 575-354-2922 FAX: 575-354-9412 jhoneycutt@lincolncountynm.gov	Ira Pearson County Manager County of Lincoln 300 Central Ave. P.O. Box 711 Carrizozo, NM 88301 575-648-2385 FAX: 575-648-2381 ipearson@lincolncountynm.gov

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Patrick Burkett, Road Manager Cibola National Forest and National Grasslands 2113 Osuna Rd. NE Albuquerque, NM 87113 505-346-3883 patrick.burkett@usda.gov	Lisa Street Grants Management Specialist Southwestern Region 333 Broadway Blvd SE Albuquerque, NM 87102 303-579-5992 lisa.street@usda.gov



- B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or County from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities.
- H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- I. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below





provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
  - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
  - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).



- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through November 15, 2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

---

IRA PEARSON, County Manager  
County of Lincoln

Date

---

STEVEN HATTENBACH, Forest Supervisor  
U.S. Forest Service, Cibola National Forest and  
National Grasslands

Date

The authority and format of this agreement have been reviewed and approved for signature.

---

LISA STREET  
U.S. Forest Service Grants Management Specialist

Date



## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

Attachment: USFS Agreement No.:   
Cooperator Agreement No.: Mod. No.: **Agreements Financial Plan (Short Form)****Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
<b>COST ELEMENTS</b>					
Direct Costs					
Salaries/Labor	\$1,876.00	\$0.00	\$0.00	\$0.00	\$1,876.00
Travel	\$1,250.00	\$0.00	\$0.00	\$0.00	\$1,250.00
Equipment	\$0.00	\$8,750.00	\$0.00	\$0.00	\$8,750.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$3,126.00	\$8,750.00	\$0.00	\$0.00	\$11,876.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$468.90				\$468.90
Total	\$3,594.90	\$8,750.00	\$0.00	\$0.00	
<b>Total Project Value:</b>					<b>\$12,344.90</b>

<b>Matching Costs Determination</b>	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 100.00%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 0.00%
Total (f+g) = (h)	(h) 100.00%

## FS Non-Cash Contribution Cost Analysis, Column (a)

### Salaries/Labor

#### Standard Calculation

Job Description		Cost/Day	# of Days		Total
Road Manager		\$375.20	5.00		\$1,876.00
<b>Total Salaries/Labor</b>					<b>\$1,876.00</b>

### Travel

#### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Fleet Vehicle	1	\$250.00	5.00		\$1,250.00
<b>Total Travel</b>					<b>\$1,250.00</b>

**Subtotal Direct Costs**

**\$3,126.00**

### Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
15.00%	\$3,126.00			\$468.90
<b>Total FS Overhead Costs</b>				<b>\$468.90</b>

**TOTAL COST**

**\$3,594.90**

## FS Cash to the Cooperator Cost Analysis, Column (b)

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Mile	# of Miles		Total
Grader	1.00	\$250.00	35.00		\$8,750.00
<b>Total Equipment</b>					<b>\$8,750.00</b>

**Subtotal Direct Costs**

**\$8,750.00**

### Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
				\$0.00
<b>Total Coop. Indirect Costs</b>				<b>\$0.00</b>

**TOTAL COST**

**\$8,750.00**

FS Agreement Number: 23-RO-11030300-258

Cooperator Agreement Number:

Cooperator DUNS Number:

## ANNUAL ROAD MAINTENANCE PLAN

<b>Date of Last Signature</b>		<b>November 15, 2023</b>	
Beginning Date		Ending Date	
<b>Cibola</b>	<b>Lincoln</b>	<b>New Mexico</b>	
National Forest	County	State	
<b>Red Cloud</b>	<b>99</b>	<b>A022</b>	
Road Name	FS Road Number	County Road Number	
<b>NFSR 161</b>	<b>NFSR 104</b>	<b>3</b>	
Beginning Terminus	Ending Terminus	Maintenance Level	
<b>14.68</b>	<b>Mountainair</b>		
Length (miles)	R&B District	Priority	

Note:

Maintenance Activity	Maintenance Responsibility		Schedule	Remarks
	FS	County		
Surface Blading	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Once Annually	
Surface Repair	<input type="checkbox"/>	<input type="checkbox"/>		
Surface Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Roadside Brushing/Mowing	<input type="checkbox"/>	<input type="checkbox"/>		
Ditch Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Cleaning	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Warning/Regulatory Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Guide Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Bridges:				
Inspection	<input type="checkbox"/>	<input type="checkbox"/>		
Posting	<input type="checkbox"/>	<input type="checkbox"/>		
Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Snow Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Hazard Tree Removal	<input type="checkbox"/>	<input type="checkbox"/>		

FS Agreement Number: 23-RO-11030300-258

Cooperator Agreement Number:

Cooperator DUNS Number:

## ANNUAL ROAD MAINTENANCE PLAN

<b>Date of Last Signature</b>		<b>November 15, 2023</b>	
Beginning Date		Ending Date	
<b>Cibola</b>	<b>Lincoln</b>	<b>New Mexico</b>	
National Forest	County	State	
<b>Cougar Mtn</b>	<b>104</b>	<b>A022/A028</b>	
National Forest	FS Road Number	County Road Number	
<b>NFSR 99</b>	<b>Torrance County Line</b>	<b>3</b>	
Beginning Terminus	Ending Terminus	Maintenance Level	
<b>7.1</b>	<b>Mountainer</b>		
Length (miles)	R&B District	Priority	

Note:

Maintenance Activity	Maintenance Responsibility		Schedule	Remarks
	FS	County		
Surface Blading	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Once Annually	
Surface Repair	<input type="checkbox"/>	<input type="checkbox"/>		
Surface Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Roadside Brushing/Mowing	<input type="checkbox"/>	<input type="checkbox"/>		
Ditch Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Cleaning	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Warning/Regulatory Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Guide Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Bridges:				
Inspection	<input type="checkbox"/>	<input type="checkbox"/>		
Posting	<input type="checkbox"/>	<input type="checkbox"/>		
Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Snow Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Hazard Tree Removal	<input type="checkbox"/>	<input type="checkbox"/>		



FS Agreement Number: 23-RO-11030300-258  
 Cooperator Agreement Number:  
 Cooperator DUNS Number:

## ANNUAL ROAD MAINTENANCE PLAN

<b>Date of Last Signature</b>		<b>November 15, 2023</b>	
Beginning Date		Ending Date	
<b>Cibola</b>	<b>Lincoln</b>	<b>New Mexico</b>	
National Forest	County	State	
<b>Sawmill Canyon</b>	<b>104A</b>	<b>A022</b>	
Road Name	FS Road Number	County Road Number	
<b>NFSR 104</b>	<b>Private Gate</b>	<b>3</b>	
Beginning Terminus	Ending Terminus	Maintenance Level	
<b>2</b>	<b>Mountainair</b>		
Length (miles)	R&B District	Priority	

Note:

Maintenance Activity	Maintenance Responsibility		Schedule	Remarks
	FS	County		
Surface Blading	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Once Annually	
Surface Repair	<input type="checkbox"/>	<input type="checkbox"/>		
Surface Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Roadside Brushing/Mowing	<input type="checkbox"/>	<input type="checkbox"/>		
Ditch Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Cleaning	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Warning/Regulatory Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Guide Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Bridges:				
Inspection	<input type="checkbox"/>	<input type="checkbox"/>		
Posting	<input type="checkbox"/>	<input type="checkbox"/>		
Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Snow Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Hazard Tree Removal	<input type="checkbox"/>	<input type="checkbox"/>		

FS Agreement Number: 23-RO-11030300-258

Cooperator Agreement Number:

Cooperator DUNS Number:

## ANNUAL ROAD MAINTENANCE PLAN

<b>Date of Last Signature</b>		<b>November 15, 2023</b>	
Beginning Date		Ending Date	
<b>Cibola</b>	<b>Lincoln</b>	<b>New Mexico</b>	
National Forest	County	State	
<b>Corona Dump</b>	<b>144</b>	<b>A027</b>	
Road Name	FS Road Number	County Road Number	
<b>US-54</b>	<b>NFSR 104</b>	<b>3</b>	
Beginning Terminus	Ending Terminus	Maintenance Level	
<b>3.12</b>	<b>Mountainair</b>		
Length (miles)	R&B District	Priority	

Note:

Maintenance Activity	Maintenance Responsibility		Schedule	Remarks
	FS	County		
Surface Blading	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Once Annually	
Surface Repair	<input type="checkbox"/>	<input type="checkbox"/>		
Surface Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Roadside Brushing/Mowing	<input type="checkbox"/>	<input type="checkbox"/>		
Ditch Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Cleaning	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Warning/Regulatory Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Guide Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Bridges:				
Inspection	<input type="checkbox"/>	<input type="checkbox"/>		
Posting	<input type="checkbox"/>	<input type="checkbox"/>		
Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Snow Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Hazard Tree Removal	<input type="checkbox"/>	<input type="checkbox"/>		

FS Agreement Number: 23-RO-11030300-258

Cooperator Agreement Number:

Cooperator DUNS Number:

## ANNUAL ROAD MAINTENANCE PLAN

<b>Date of Last Signature</b>		<b>November 15, 2023</b>	
Beginning Date	Ending Date		
<b>Cibola</b>	<b>Lincoln</b>	<b>New Mexico</b>	
National Forest	County	State	
<b>Pinatosa</b>	<b>161</b>	<b>A019</b>	
Road Name	FS Road Number	County Road Number	
<b>Forest Boundary East</b>	<b>Forest Boundary West</b>	<b>3</b>	
Beginning Terminus	Ending Terminus	Maintenance Level	
<b>7.4</b>	<b>Mountainair</b>		
Length (miles)	R&B District	Priority	

Note:

Maintenance Activity	Maintenance Responsibility		Schedule	Remarks
	FS	County		
Surface Blading	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Once Annually	
Surface Repair	<input type="checkbox"/>	<input type="checkbox"/>		
Surface Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Roadside Brushing/Mowing	<input type="checkbox"/>	<input type="checkbox"/>		
Ditch Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Cleaning	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Warning/Regulatory Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Guide Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Bridges:				
Inspection	<input type="checkbox"/>	<input type="checkbox"/>		
Posting	<input type="checkbox"/>	<input type="checkbox"/>		
Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Snow Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Hazard Tree Removal	<input type="checkbox"/>	<input type="checkbox"/>		

FS Agreement Number: 23-RO-11030300-258

Cooperator Agreement Number:

Cooperator DUNS Number:

## ANNUAL ROAD MAINTENANCE PLAN

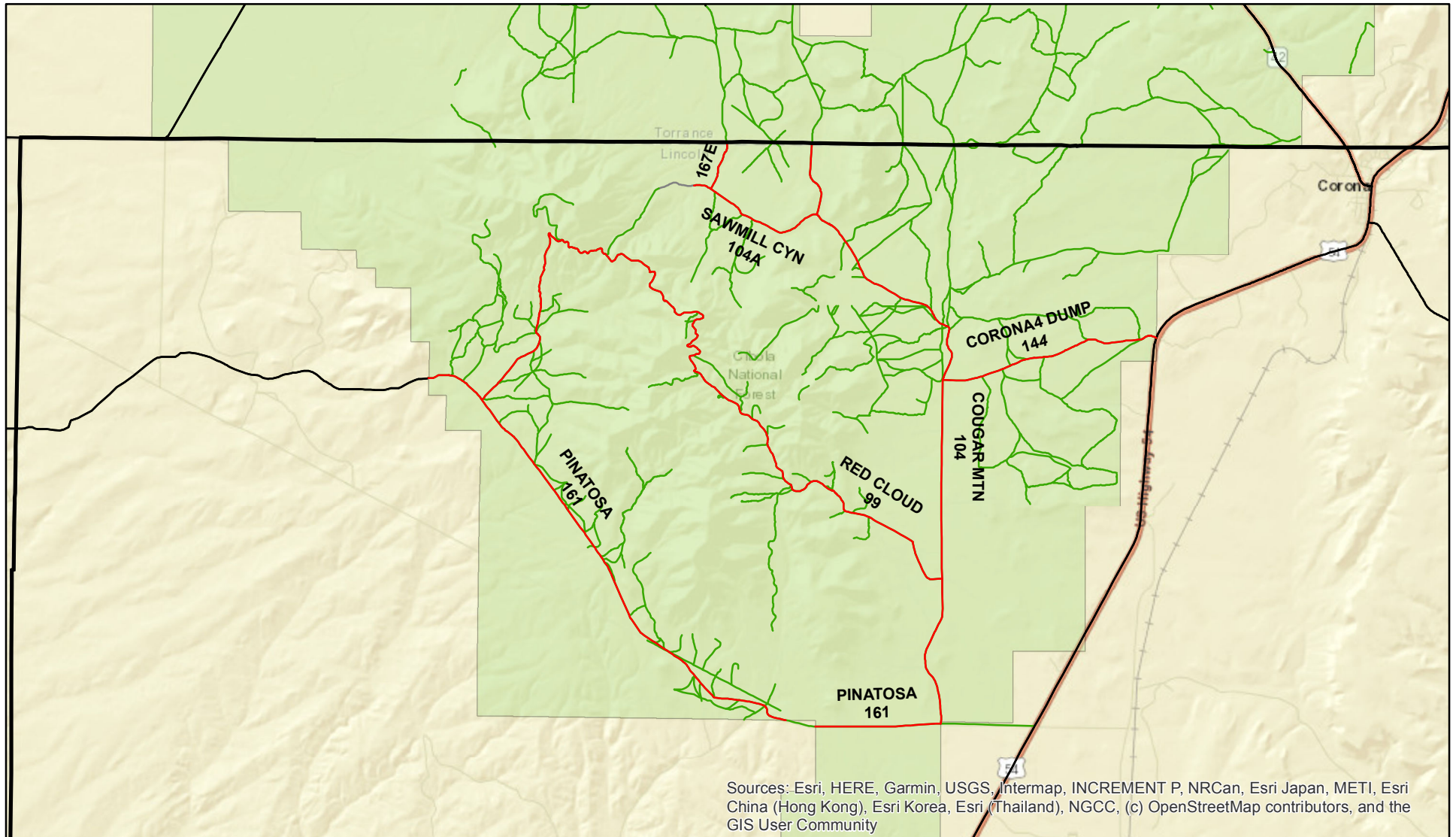
<b>Date of Last Signature</b>		<b>November 15, 2023</b>	
Beginning Date	Lincoln	Ending Date	
Cibola	County	New Mexico	
National Forest	167E	State	
Road Name	FS Road Number	A029	
NFSR104A	Torrance County Line	County Road Number	
Beginning Terminus	Ending Terminus	2	
0.7	R&B District	Maintenance Level	
Length (miles)		Priority	

Note:

Maintenance Activity	Maintenance Responsibility		Schedule	Remarks
	FS	County		
Surface Blading	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Once Annually	
Surface Repair	<input type="checkbox"/>	<input type="checkbox"/>		
Surface Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Roadside Brushing/Mowing	<input type="checkbox"/>	<input type="checkbox"/>		
Ditch Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Cleaning	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Warning/Regulatory Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Guide Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Bridges:				
Inspection	<input type="checkbox"/>	<input type="checkbox"/>		
Posting	<input type="checkbox"/>	<input type="checkbox"/>		
Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Snow Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Hazard Tree Removal	<input type="checkbox"/>	<input type="checkbox"/>		

# Exhibit B: Project Map

FS Agreement No 23-RO-11030300-258



0 0.75 1.5 3 4.5 6 Miles



- Cibola National Forest
- Lincoln County Line
- ROAD COVERED BY MAINTENANCE AGREEMENT
- STATE, COUNTY, OR OTHER PUBLIC ACCESS ROAD
- FS - FOREST SERVICE ROAD
- P - PRIVATE ROAD



# *County of Lincoln*

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

## AGENDA NO. 7d

**August 11, 2023**

### MEMORANDUM

**TO:** County Commissioners

**FROM:** Ira Pearson, Lincoln County Manager

**SUBJECT:** Resolution 2024-09: Disposition of County Inventory and Capital Assets.

**PURPOSE:** To obtain approval to dispose of surplus or obsolete assets by whichever means are applicable, including sale on public auction; transfer; destruction; or e-cycle by Resolution 2024-09.

**DISCUSSION:** Approval is sought to dispose of surplus, obsolete or damages County assets by whichever means are applicable, including sale on public auction; transfer; destruction; or e-cycle. Please see the attachments:

***Exhibit 1*** - Capital Assets that meet reporting criteria to DFA;

***Exhibit 2*** – Detail of Non-Capital Assets, County inventory, pursuant to §12-6-10 NMSA 1978;

**Recommendation:** Approve the listed property for disposition and reporting to the State Auditor and request approval from Department of Finance and Administration (DFA) to dispose of property by Resolution 2024-09.



*County of Lincoln*

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

**RESOLUTION NO. 2024-9**

**APPROVAL OF DISPOSITION OF SURPLUS INVENTORY**

**WHEREAS**, the Lincoln County Board of Commissioners meeting in regular session on August 22, 2023, has reviewed the listed surplus inventory that is recommended for disposal by whichever means are applicable to the item(s) including as sale; transfer; destruction; or e-cycle; and items to be removed from inventory due to loss; damage or theft.

**WHEREAS**, none of the items listed are expected to be valued at or sell for over \$5,000; with the exception of inventory #8705485 – 2011Chevy Ambulance 3500.

**WHEREAS**, the computer hard drives will be cleaned and/or removed and destroyed prior to sale, radios will be destroyed and

**WHEREAS**, all identifying graphics will be removed from all vehicles prior to sale.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the County of Lincoln, approves the listed obsolete inventory be disposed of by proper means of disposal, pursuant to §12-6-10 and §13-6-1, NMSA 1978.

**EXHIBITS:**

Exhibit 1 - Capital Assets that meet reporting criteria to DFA;

Exhibit 2 – Detail of County Personal Property inventory, pursuant to §12-6-10 NMSA 1978;

**PASSED, APPROVED AND ADOPTED** this 22nd day of August, 2023.

**BOARD OF COMMISSIONERS OF  
LINCOLN COUNTY, 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



**REQUEST FOR DISPOSITION  
COUNTY OF LINCOLN - CAPITAL ASSETS  
RESOLUTION 2024-9**

8/14/2023

RESOLUTION 2024-9									
LC INV #	DESCRIPTION/ MAKE	MODEL	SERIAL #	DEPT.	ORIGINATING GL	IN SERVICE DATE	PURCHASE PRICE	BOOK VALUE:	REASON FOR DISPOSAL
8708850	Caterpillar Loader	950M	EMB02566	Road Dept.	402-40-2900	12/21/2017	Lease	\$0.00	Leased Equipment - Term Expired and Leased New Equip.
8708842	Caterpillar 140M Blade	140M	N9D00857	Road Dept.	402-40-2900	2/1/2019	Lease	\$0.00	Leased Equipment - Term Expired and Leased New Equip.
8708843	Caterpillar 140M Blade	140M	N9D00919	Road Dept.	402-40-2900	2/1/2019	Lease	\$0.00	Leased Equipment - Term Expired and Leased New Equip.
8708844	Caterpillar 140M Blade	140M	N9D00944	Road Dept.	402-40-2900	2/1/2019	Lease	\$0.00	Leased Equipment - Term Expired and Leased New Equip.
8705485	2011 Chevy Ambulance	G3500	1GB3K0CL2BF132372	EMS	502-73-2921	3/9/2011	\$110,012.00	\$0.00	Machanical issues and high mileage
7401833	1986 Ford Truck	F350	1FDKF38L4GKA75818	Arabela VFD	407-45-2907	2/18/1986	\$39,500.00	\$0.00	Mechanical issues does not run. Not feasible to maintain
7401858	1986 Ford Truck	F350	1FDKF38L0GNA37131	Arabela VFD	408-46-2907	4/10/1986	\$58,133.00	\$0.00	Mechanical issues does not run. Not feasible to maintain
7199885	New Horizons Building	N/A	810 E. Ave. Carrizozo	General County Government	401-02-2560	1/1/1982	\$114,120.08	\$0.00	Warranty Deed states if the County of Lincon does not use the bldg. for Hospital purposes the prmisses shall revert back to the grantor.
8708063	New Horizons Parking Lot	N/A	810 E. Ave. Carrizozo	General County Government	414-91-2974	5/30/2018	\$60,613.87	\$0.00	Parking lot is attached to New Horizons Bldg.



REQUEST FOR DISPOSITION  
COUNTY OF LINCOLN INVENTORY-PERSONAL PROPERTY  
RESOLUTION 2024-09

8/14/2023

LC INV #	DESCRIPTION/ MAKE	MODEL	SERIAL #	DEPT.	GL #	IN SERVICE DATE	REASON FOR DISPOSAL
8705755	Desktop Organizer	SAF3671MD	N/A	County Treasurer	401-21-2103	7/1/2011	No longer needed and not fixable
8708891	Executive chair	TRA-80X5-SG	15764	County Treasurer	401-21-2103	2/23/2021	No longer needed
8705823	SCBA Airpak	Scott	115S1140	Lincoln Fire Dept.	410-48-2925	12/16/2011	Outdated/Expired
I-1079	SCBA Airpak	Scott	115S0917005099	Lincoln Fire Dept.	408-46-2920	6/23/2009	Outdated/Expired
8703552	SCBA Airpak	Scott	NL030409822SM2	Lincoln Fire Dept.	410-48-2921	7/11/2003	Outdated/Expired
I-1072	SCBA Airpak	Scott	115S0917004285	Lincoln Fire Dept.	408-46-2920	6/23/2009	Outdated/Expired
8703587	SCBA Airpak	Scott	NL030409822SM2	Lincoln Fire Dept.	410-48-2921	1/30/2004	Outdated/Expired
8705822	SCBA Airpak	Scott	IJ339174	Lincoln Fire Dept.	410-48-2925	12/16/2011	Outdated/Expired
I-1076	SCBA Airpak	Scott	115S0917005094	Lincoln Fire Dept.	408-46-2920	6/23/2009	Outdated/Expired
I-1074	SCBA Airpak	Scott	115S0917005078	Lincoln Fire Dept.	408-46-2920	6/23/2009	Outdated/Expired
I-1078	SCBA Airpak	Scott	115S0917005099	Lincoln Fire Dept.	408-46-2920	6/23/2009	Outdated/Expired
8706144	SCBA Airpak	Scott	115S10210033548SR	Lincoln Fire Dept.	999-99-9999	5/29/2013	Outdated/Expired
8703586	SCBA Airpak	Scott	NF031602522SM2	Lincoln Fire Dept.	410-48-2921	1/30/2004	Outdated/Expired
8703551	Scott Airpak Visualert	Scott	NF031602822SM2	Lincoln Fire Dept.	410-48-2921	7/11/2003	Outdated/Expired
8703553	Scott Airpak Visualert	Scott	NF030501022SM2	Lincoln Fire Dept.	410-48-2921	7/11/2003	Outdated/Expired
I-1077	SCBA Airpak	Scott	115S0917005094	Lincoln Fire Dept.	408-46-2920	6/23/2009	Outdated/Expired
8703454	Deadman Sensor	Superpass	02120107H	Lincoln Fire Dept.	999-99-9999	5/16/2003	Outdated/Expired
8704980	Personal Alert Safety System	SP3-4-A	N/A	Lincoln Fire Dept.	410-48-2148	1/8/2010	Outdated/Expired
8704981	Personal Alert Safety System	SP3-4-A	N/A	Lincoln Fire Dept.	410-48-2148	1/8/2010	Outdated/Expired
8704982	Personal Alert Safety System	SP3-4-A	N/A	Lincoln Fire Dept.	410-48-2148	1/8/2010	Outdated/Expired
8705218	Superpass 3 Motion & Heat	Grace SP3	N/A	Lincoln Fire Dept.	410-48-2148	3/30/2010	Outdated/Expired



REQUEST FOR DISPOSITION  
COUNTY OF LINCOLN INVENTORY-PERSONAL PROPERTY  
RESOLUTION 2024-09

8/14/2023

8705219	Superpass 3 Motion & Heat	Grace SP3	N/A	Lincoln Fire Dept.	410-48-2148	3/30/2010	Outdated/Expired
8703222	HT750 Portable Radio	Motorola	672HCQ6730	Lincoln Fire Dept.	999-99-9999	3/30/2010	Outdated/Expired had to upgrade to be compliance
8704172	HT1250 Portable Radio	Motorola	749TGJT492	Lincoln Fire Dept.	410-48-2932	10/31/2002	No longer works and not feasible to fix
8704165	HT1250 Portable Radio	Motorola	749TGJT484	Lincoln Fire Dept.	410-48-2932	2/20/2007	No longer works and not feasible to fix



# County of Lincoln

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

## AGENDA ITEM 7e

August 15, 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 twelve (12) claims. Nine (9) claims are recommended for approval and three (3) are recommended for disapproval. If approved, the total recommended authorization this month is **\$11,975.87**.

**Indigent Health Care Claims:** This month our coordinator processed three (3) claims. One (1) is recommended for approval and two (2) are recommended for disapproval. If approved, the total expenditure for the month is **\$693.00**. Enclosed is a year-to-date summary of claims processed. Also enclosed is a summary of total claims approved and denied, for the month of August.

**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 **\$693.00** or an average of **\$346.50**. At this pace we will spend a total of **\$4,158**, for the year on the indigent claim line item.

Similarly, for the last two fiscal years, the total Commission-approved Safety Net Care Pool Claims were **\$49,213.39 and \$42,943.06** respectively. The FY 22-23 monthly average was **\$3,578.59**. To date, the total authorization is **\$15,137.44**.

**Special Note** –53% of the claims in this report are from dates of service in FY 22-23 (Last year).

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

Approved: \_\_\_\_\_  
Todd Proctor

# SCP / SAFETY NET CARE POOL CLAIMS

## FISCAL YEAR 2023 - 2024

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR	\$3,161.57
---	------------

### ADJUSTMENTS

TOTAL ADJUSTMENTS:	\$0.00	\$0.00
--------------------	--------	--------

AUGUST # CLAIMS FOR APPROVAL	9
# CLAIMS FOR DENIAL	3
AUGUST # TOTAL CLAIMS	12

AUGUST TOTAL \$ AMOUNT APPROVED	\$11,975.87
---------------------------------	-------------

TOTAL # CLAIMS THIS FY APPROVED	18
TOTAL # CLAIMS THIS FY DENIED	3
TOTAL # CLAIMS FY 2023 - 2024	21

TOTAL APPROVED THIS FISCAL YEAR	\$15,137.44
---------------------------------	-------------

FACILITY: LINCOLN COUNTY MEDICAL CENTER 08/22/2023 THROUGH 08/22/2023

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
23208	07/05/2023	8565.00	000%
DATE OF SERVICE NOT ELIGIBLE FOR PAYMENT			
23209	07/13/2023	8515.00	000%
DATE OF SERVICE NOT ELIGIBLE FOR PAYMENT			
23211	08/05/2023	239.00	184.03 077%
23212	08/04/2023	3286.00	000%
DATE OF SERVICE NOT ELIGIBLE FOR PAYMENT			
23219	07/10/2023	842.00	648.34 077%
23220	07/05/2023	504.00	388.08 077%
23215	04/28/2023	7785.10	5994.53 077%
23216	05/22/2023	58.40	44.97 077%
23217	05/30/2023	805.60	620.31 077%
23221	06/27/2023	470.97	362.65 077%
23218	06/03/2023	4798.00	3694.46 077%
23222	07/10/2023	50.00	38.50 077%

11975.87

APPROVED- 9 REJECTED- 3

# INDIGENT HEALTH CARE CLAIMS

## FISCAL YEAR 2023 - 2024

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$0.00

ADJUSTMENTS

TOTAL ADJUSTMENTS:

AUGUST # CLAIMS FOR APPROVAL	1
# CLAIMS FOR DENIAL	2
AUGUST # TOTAL CLAIMS	3

AUGUST TOTAL \$ AMOUNT APPROVED \$693.00

TOTAL # CLAIMS THIS FY APPROVED	1
TOTAL # CLAIMS THIS FY DENIED	2
TOTAL # CLAIMS FY 2023 - 2024	3

CURRENT TOTAL APPROVED THIS FISCAL YEAR \$693.00

\*Assuming the above is approved

FACILITY: GERALD CHAMPION REGIONAL MED CTR 08/22/2023 THROUGH 08/22/2023

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
23210	06/29/2023	900.00	693.00 077%
			693.00

APPROVED- 1 REJECTED-

FACILITY: LC AMBULANCE-PRES HEALTH SVCS 08/22/2023 THROUGH 08/22/2023

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
23214	04/13/2023	538.78	000%

INCORRECT PROVIDER

APPROVED- REJECTED- 1

FACILITY: PRESBYTERIAN HOSPITAL 08/22/2023 THROUGH 08/22/2023

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
23213	02/01/2023	23.04	000%

PATIENT'S BILL IS BELOW \$50

APPROVED- REJECTED- 1

YTD

INDIGENT FUND MEETING

AUGUST 22, 2023

TOTAL APPLICATIONS	24	15,830.44
TOTAL APPROVED	19	
TOTAL DENIED	5	
ALAMOGORDO		
GERALD CHAMPION REGIONAL MED CTR		693.00
APPROVED-	1	
DENIED-		
RUIDOSO		
LC AMBULANCE-PRES HEALTH SVCS		
APPROVED-		
DENIED-	1	
RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		15,137.44
APPROVED-	18	
DENIED-	3	
ALBUQUERQUE		
PRESBYTERIAN HOSPITAL		
APPROVED-		
DENIED-	1	



# INDIGENT FUND MEETING

AUGUST 22, 2023

TOTAL APPLICATIONS	15	12,668.87
TOTAL APPROVED	10	
TOTAL DENIED	5	

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

RUIDOSO		
LC AMBULANCE-PRES HEALTH SVCS		
APPROVED-		
DENIED-	1	

RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		11,975.87
APPROVED-	9	
DENIED-	3	

ALBUQUERQUE		
PRESBYTERIAN HOSPITAL		
APPROVED-		
DENIED-	1	

RESOLUTION NO. 2024-11

WHEREAS, the County of Lincoln hereinafter referred to as the County, is a member of and desires the services of the Southeastern New Mexico Economic Development District/COG, and

WHEREAS, in accordance with article 58, section 4-58-1 to 4-58-6 NMSA 1978, an agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/COG is required, and

WHEREAS, it is the desire of the County to continue as an active member of the Southeastern New Mexico Economic Development District/COG.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF LINCOLN THAT:

1. The Agreement attached to the Resolution expressed the desires and intent of the County.
2. The Agreement attached is hereby ratified and approved and the proper official(s) of the County are hereby authorized and instructed to affix their signature (s) thereto.
3. A copy of this Resolution (together with the referenced Agreement) shall be filed with the State of New Mexico, Department of Finance and Administration, Local Government Division and the Southeastern New Mexico Economic Development District/COG; and shall be made a part of the budget documentation of the County.

DONE THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023 at

County of Lincoln  
New Mexico

ATTEST:

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
Clerk



Dora Batista  
Executive Director

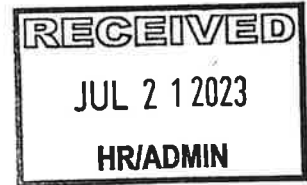
**SOUTHEASTERN NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT**

**COUNCIL OF GOVERNMENTS**

1600 SE Main, Suite D  
Roswell, NM 88203  
Phone: (575) 624-6131  
Fax: (575) 624-6134  
www.snmedd.com

July 5, 2023

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



Dear Mr. Ira Pearson:

With regard to your annual membership in the District for the 2023-2024 fiscal year, we have enclosed the following:

- I. **AGREEMENT** – required by the Department of Finance and Administration for disbursement of local funds and which conforms to state regulations. Two copies are enclosed. After the Agreement has been executed, please keep one copy and return one to our office.
- II. **RESOLUTION** – upon approval by your council or commission, it is to be signed, attached to and distributed with the attached Agreement.
- III. **2023-2024 ASSESSMENT SCHEDULE AND BUDGET FOR 2023-2024** enclosed for your information.
- IV. **WORK PROGRAM FOR STATE APPROPRIATED FUNDS** – enclosed for your information.
- V. **INVOICE** – enclosed for billing and bookkeeping purposes. Please return one copy with your check.

The most recent audit and financial statements are available upon request.

As you know, we are in the process of finalizing the SNMEDD/COG budget for the coming year and your prompt attention is greatly appreciated.

If you have any questions or require further information, please feel free to contact me. Thank you for your support and letting us serve you.

Sincerely,

Dora Batista  
Executive Director

DB/pm  
Enclosures

## AGREEMENT

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the County of Lincoln a member of said District (hereinafter known as the "Member") is as follows:

**I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:**

- A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.
- B. Furnish technical and management assistance in the development of planning activities.
- C. Coordinate local planning with that of other Members of the District and the State.
- D. Assist in community and economic development, transportation and public works projects.
- E. Assist member governments with their legislative activities.
- F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.
- G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.
- H. Engage in such other activities as are necessary to improve area development and address regional problems.

**II. The Member agrees to the following:**

- A. To remain an active member of the District.
- B. To make an annual contribution of \$ 7,000.00 to the District as recognition of active membership.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at

\_\_\_\_\_  
New Mexico

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Manager/Commission Chairman

ATTEST:

SOUTHEASTERN NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT/COG

\_\_\_\_\_  
Dora Batista, Secretary

\_\_\_\_\_  
Mike Gallagher, President

## SNMEDD APPROVED BUDGET 2023-2024

	Budget
Income	
Contracts And Fees Income	\$5,000.00
DFA-Grant Writing Reimbursement	\$88,014.44
DFA NM Govt. Approp.	\$99,000.00
DFA Grants Mgmt (new)	\$200,000.00
EDA Fed Gov't	\$70,000.00
EDA Disaster EDA Disaster Recovery Grant	\$250,000.00
Grant Administration	\$130,000.00
Interest Income	\$100.00
Led-Tech Cap Grant Reimb	\$64,708.59
Legislative Cap Grant (new)	\$175,000.00
Member Dues	\$102,790.00
Reimbursement Income	\$100.00
Unbudgeted Revenue	\$0.00
<b>Total Income</b>	<b>\$1,184,713.03</b>
Expense	
Advertising	\$500.00
Audit	\$16,703.00
Total Communication	\$8,725.00
Contract Services	\$250,000.00
DFA Grants Mgmt (new)	\$200,000.00
Equip Lease/Repair	\$7,500.00
Equip. Purchases	\$4,000.00
Fringe Benefits	\$100,000.00
Legis Tech Cap Grant (new)	\$175,000.00
Payroll Taxes and Expense	\$22,000.00
Program Operations	\$66,514.00
Salary and Wages	\$236,493.55
Travel	\$20,000.00
Unbudgeted Balance	\$77,277.48
<b>Total Expense</b>	<b>\$1,184,713.03</b>

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG

DUES STRUCTURE

MEMBER

2023-2024

Chaves County	\$8,000	
Eddy County	\$8,000	
Lea County	\$8,000	
Lincoln County	\$7,000	
Otero County	\$8,000	
Town of Dexter	\$1,000	
Town of Hagerman	\$1,000	
Town of Lake Arthur	\$1,000	
City of Roswell	\$13,588	
City of Artesia	\$3,450	
City of Carlsbad	\$7,641	
Village of Hope	\$1,000	
Village of Loving	\$1,000	
City of Eunice	\$1,000	
City of Hobbs	\$10,237	
City of Jal	\$1,000	
City of Lovington	\$3,303	
Town of Tatum	\$1,000	
Village of Capitan	\$1,000	
Town of Carrizozo	\$1,000	
Village of Corona	\$1,000	
Village of Ruidoso	\$2,450	
City of Ruidoso Downs	\$1,000	
City of Alamogordo	\$9,121	
Village of Cloudcroft	\$1,000	
Village of Tularosa	\$1,000	
TOTALS:	\$102,790	



Dora Batista  
Executive Director

**SOUTHEASTERN NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT**

**COUNCIL OF GOVERNMENTS**

1600 SE Main, Suite D  
Roswell, NM 88203  
Phone: (575) 624-6131  
Fax: (575) 624-6134  
[www.snmedd.com](http://www.snmedd.com)

---

# Invoice

Invoice Date: July 5, 2023

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

DESCRIPTION

AMOUNT

FY 2023-2024 MEMBER GOVERNMENT CONTRIBUTION	\$7,000.00
	Total Due \$7,000.00

- Please make checks payable to Southeastern New Mexico Economic Development District.

**T h a n k Y o u**

*"Leadership to enhance the region's quality of life, services and jobs"*

# **Southeastern New Mexico Economic Development District/ Council of Governments**

## **FY 2023-2024 ANNUAL WORK PLAN**

### **State of New Mexico Grant-In-Aid Program**

The following are functions, measures, targets and tasks the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) will complete in fulfillment of its obligation to its member governments and the State of New Mexico Department of Finance and Administration-Local Government Division to provide planning, technical assistance and capacity building services to local governments in southeastern New Mexico.

#### **Function 1. Submit reports, budgets and planning outcomes to the Local Government Division.**

- Task 1.1 Prior to July 1, 2023 submit a Board approved Annual Work and Operations Budget to the Local Government Division.
- Task 1.2 Submit Quarterly Progress Reports and payment reimbursement invoices to the Local Government Division no later than the 15<sup>th</sup> day of the month (January, April, July, October) following the close of each quarter. Quarterly reports must be approved by the Board of Directors prior to submittal. The Annual Report will be submitted following the Annual Meeting in January, 2023.
- Task 1.3 Provide professional development training to staff at least once annually.
- Task 1.4 Schedule and include as an agenda item for each quarterly meeting of the Board of Directors a training or information component to benefit local elected officials such as speakers from relevant agencies.
- Task 1.5 Attend regularly scheduled meetings of member governments; special purpose meetings; provide technical assistance, conduct public hearings and assist in whatever capacity we are able.



- Task 3.1 Sponsor ICIP training session that will be presented to local governments and others by DFA/LGD staff.
- Task 3.2 Assist and provide local governments technical assistance with the development and submittal of the ICIP as needed.
- Task 3.3 Encourage local municipal, county governments and other entities to include operation and maintenance costs in the ICIP.
- Task 3.4 Encourage submission of ICIP to the State
- Task 3.5 Encourage members to develop financing plans for each of their top five ICIP priorities, including a project description, secured sources of funding and, where applicable, utility rate structure and asset management plans.
- Task 3.6 Have staff attend and encourage local government members to attend, the annual New Mexico Infrastructure Finance Conference and other relevant conferences.
- Task 3.7 Conduct regional clearinghouse review, as may be necessary for all applications submitted to funding agencies.

***Benefits to New Mexico Citizens: Timely and meaningful local infrastructure planning connected to financing sources.***

**Function 4. Capital Outlay—Increase quality of project planning, legislative representation and administration.**

- Task 4.1 Assist local entities seeking assistance in the preparation and submission of capital outlay request forms through informational workshops and direct application technical assistance.
- Task 4.2 Work with Legislators throughout the region on locally established capital improvement priorities by holding project vetting hearings in each county and allowing municipalities and counties the opportunity to present potential projects to their legislators. Work with reauthorizations when necessary.

and conferences sponsored by state, regional and national planning and development organizations and funding sources.

- Task 5.6 Provide US Census data information and support for the region as the US Census Bureau Affiliate.
- Task 5.7 Provide public relations for the SNMEDD and local governments through continuous media dissemination.
- Task 5.8 Meet with community elected and appointed officials and key community leaders to increase community capacity building foundation.
- Task 5.9 Educate and inform the general public, legislative and congressional law makers about the negative impact of regulatory constraints on local economies.

**Function 6. Transportation—Provide local governments with assistance to improve the region's transportation system for the efficient movement of goods, services, and people.**

- Task 6.1 Compile and maintain a database of transportation-related projects that may be contemplated or that are ready to be implemented for local governments within the region.
- Task 6.2 Maintain transportation-related technical information on the website, as available, to assist local governments and others in packaging applications that improve the infrastructure of the region.
- Task 6.3 Provide orientations or similar training to newly appointed RPO members representing local governments, preparing them in their roles on the Regional Transportation Policy and Technical Committees.
- Task 6.4 Meet with local elected officials, informing them of the transportation-related programs and activities available to them through the Southeastern Regional Planning Organization (SERTPO) and encourage their input in regional transportation planning.

**Function 8: Provide information; technical assistance and funding opportunities during the COVID 19 pandemic**

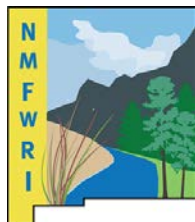
- Task 8.1      Develop a Regional Economic Recovery Plan funded by EDA Cares Act funds
- Task 8.2      Provide funding opportunities, technical assistance and Stimulus Program information to our Municipalities and Counties
- Task 8.3      Provide funding opportunities, and collaboration with local Main Street Programs; Economic Development Corporations; Chambers Of Commerce for local businesses
- Task 8.4      Work with State and Federal Representatives to bring information; assistance and opportunities to our District that are a result of the COVID pandemic

**NORTH SACRAMENTO MOUNTAINS  
WATERSHED AND FOREST  
RESTORATION STRATEGY**

**NORTH SACRAMENTO MOUNTAINS  
WATERSHED AND FOREST RESTORATION  
STRATEGY GROUP**

**a sub-committee of the  
GREATER RUIDOSO AREA  
WILDLAND-URBAN INTERFACE  
WORKING GROUP**

**APRIL 2018**



**Prepared by:**

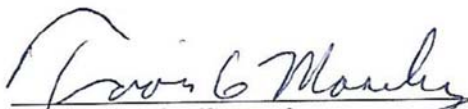
**Alan W. Barton**

**New Mexico Forest & Watershed Restoration Institute**

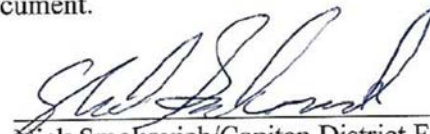
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## SIGNATURES

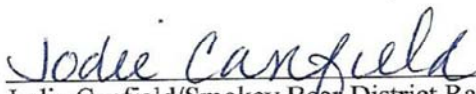
We, the collaborators in the Greater Ruidoso Working Group agree with the principles in this Strategy Document.



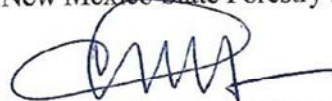
Travis Moseley/Supervisor  
USDA Forest Service, Lincoln National Forest



Nick Smokovich/Capitan District Forester  
New Mexico State Forestry Division



Jodie Canfield/Smokey Bear District Ranger  
USDA Forest Service, Lincoln National Forest



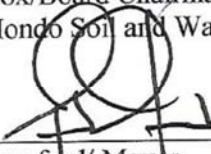
Charles Riley/Superintendent  
Bureau of Indian Affairs/Mescalero Agency



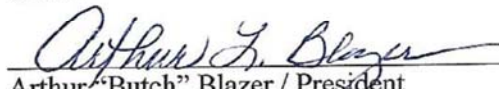
David Cox/Board Chairman  
Upper Hondo Soil and Water Conservation District



Aubrey Dunn  
State Land Commissioner, NM State Land Office



Lynn Crawford/Mayor  
Village of Ruidoso, New Mexico



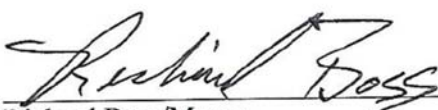
Arthur "Butch" Blazer / President  
Mescalero Apache Tribe



Nathan Curnutt/Fire Management Specialist  
Bureau of Land Management



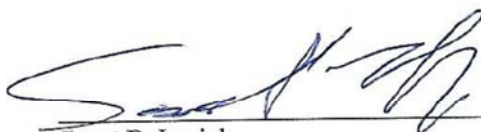
Preston Stone/Commissioner/ Chairman  
Lincoln County



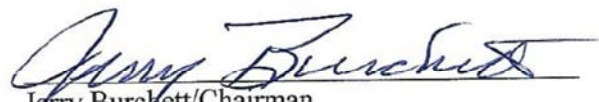
Richard Boss/Mayor  
City of Alamogordo, NM



Kent Reid/Director  
NM Forest & Watershed Restoration Institute



Scott P. Lerich  
National Wild Turkey Federation



Jerry Burchett/Chairman  
South Central Mountain RC&D



Leroy Cockrell/Chairman  
Little Bear Forest Reform Coalition



Dick Cooke/Chairman  
Greater Ruidoso Area WUI Working Group

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Greater Ruidoso Area WUI Working Group  
North Sacramento Mountains Watershed and Forest Restoration Strategy

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## **LIST OF ACRONYMS**

ACEP	Agricultural Conservation Easement Program
BIA	United States Bureau of Indian Affairs
BLM	United States Bureau of Land Management
CBD	Convention on Biological Diversity
CDP	Census Designated Place
CE	Categorical Exclusion
CFLRP	Collaborative Forest Landscape Restoration Program
CFRP	Collaborative Forest Restoration Program
CIG	Conservation Innovation Grant
COA	Conservation Opportunity Area
CPZ	Community Protection Zone
CWCS	New Mexico Comprehensive Wildlife Conservation Strategy
CWPP	Community Wildfire Protection Plan
EA	Environmental Assessment
EIS	Environmental Impact Statement
EMNRD	New Mexico Energy, Minerals and Natural Resources Department
ENMU-R	Eastern New Mexico University–Ruidoso
EQIP	Environmental Quality Incentives Program
ESA	Endangered Species Act
FAC Net	Fire Adapted Communities Learning Network
FAP	Forest Action Plan
FEMA	Federal Emergency Management Agency
FLAME Act	Federal Land Assistance, Management, and Enhancement Act of 2009
FLR	Forest Landscape Restoration
GIS	Geospatial Information Systems
GRAWUIWG	Greater Ruidoso Area Wildland Urban Interface Working Group
HFI	Healthy Forests Initiative
HFPP	Healthy Forests Reserve Program
HFRA	Healthy Forests Restoration Act
IAFC	International Association of Fire Chiefs

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IMG	Inn of the Mountain Gods Resort
IDNDR	International Decade for Natural Disaster Reduction
ISDR	International Strategy for Disaster Reduction
IUCN	International Union for the Conservation of Nature and Natural Resources
LANRAC	Lincoln County Land and Natural Resources Advisory Committee
LBFRS	Little Bear Forest Reform Coalition
LCAHMP	Lincoln County All Hazard Mitigation Plan
LCCP	Lincoln County Comprehensive Plan
LCMJHMP	Lincoln County Multi-Jurisdictional Hazard Mitigation Plan
LNF	Lincoln National Forest
MSO	Mexican Spotted Owl
NEPA	National Environmental Policy Act
NFF	National Forest Foundation
NFL	Non-Federal Lands Grant
NFPA	National Fire Protection Association
NMAC	New Mexico Association of Counties
NMDG&F	New Mexico Department of Game & Fish
NMED	New Mexico Environment Department
NM-FPTF	New Mexico Fire Planning Task Force
NMFWRI	New Mexico Forest & Watershed Restoration Institute
NMHU	New Mexico Highlands University
NMSCG	New Mexico State Game Commission
NMSFD	New Mexico State Forestry Division
NMSHMP	New Mexico State Hazard Mitigation Plan
NRCS	United States Natural Resource Conservation Service
NRD	Mescalero Apache Tribe Natural Resources Department
NSM	North Sacramento Mountains
NSMWFRSG	North Sacramento Mountains Watershed & Forest Restoration Strategy Group
OSE	New Mexico Office of the State Engineer
OWG	Otero Working Group

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PAC	Protected Activity Center
PFA	Post-Fledging Family Areas
RCPP	Regional Conservation Partnership Program
REDD+	Reducing Emissions from Deforestation and Forest Degradation in Developing Countries
RMRS	Rocky Mountain Research Station
RTRL	Reserved Treaty Rights Lands
SBRA	Sierra Blanca Regional Airport
SCM	South-Central Mountains
SCMEDA	South-Central Mountain Economic Development Association
SCMRC&D	South-Central Mountain Resource Conservation & Development Council
SET	Stronger Economies Together
SFI	Sustainable Forestry Initiative
SGCN	Species of Greatest Conservation Need
SLO	New Mexico State Land Office
SWCD	Soil and Water Conservation District
SWAP	New Mexico State Wildlife Action Plan
TNC	The Nature Conservancy
UN	United Nations
UNCCD	United Nations Convention to Combat Desertification
UNCED	United Nations Conference on Environment and Development
UNCSD/Rio+20	United Nations Conference on Sustainable Development
UNFCCC	United Nations Framework Convention on Climate Change
UNFF	United Nations Forum on Forests
UNISDR	United Nations International Strategy for Disaster Reduction
USFS	United States Forest Service
USFWS	United States Fish & Wildlife Service
WFLC	Wildland Fire Leadership Council
WTB	Water Trust Board
WUI	Wildland-Urban Interface
WWFPC	Western Wildland Fire Prevention Committee

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## **EXECUTIVE SUMMARY**

Since 2000, the Greater Ruidoso Area Wildland Urban Interface Working Group has worked to improve forest health and reduce the risk of wildfire in Lincoln County, NM, focusing primarily on the area around Ruidoso. Participants in the Working Group include the U.S. Forest Service, the New Mexico State Forestry Division, the Mescalero-Apache Tribe, the Village of Ruidoso Forestry Department, the Upper Hondo Soil & Water Conservation District, the Carrizozo Soil & Water Conservation District, the Bureau of Indian Affairs, the Little Bear Forest Reform Committee, the Lincoln County Land and Natural Resources Advisory Committee, the Lincoln County Ecoservants, Eastern New Mexico University – Ruidoso, and the South Central Mountain Resource Conservation and Development Council.

Toward the end of 2016, the Working Group initiated a process to develop a strategy document and to expand the project area to include the Northern Sacramento Mountains. A subcommittee was formed, which met six times during 2017 and early 2018 to develop the strategy. The focus of the strategy is reducing fuels and restoring health to the forests of the Northern Sacramento Mountains, through interagency collaboration. The purpose is to provide a measure of protection to the wildland-urban interface areas in the Northern Sacramento Mountains by mitigating the threat of catastrophic wildfire in areas with vegetation that is susceptible to wildfires. Much of the forested landscape in the Northern Sacramento Mountains fits this description. Both initial forest treatments to reduce fuel loads and maintenance of treated areas are necessary to restore forests to a healthy condition. Treatments can be carried out by mechanical means, by hand, using chemicals, or using fire.

The strategy developed by the subcommittee identified boundaries for the project area and mapped six focus areas within the project area to facilitate implementation of fuel reduction projects. The strategy also identifies values at risk across the landscape, and opportunities for fundraising. Collaborators in the Working Group have opportunities for cross-boundary work and large landscape restoration as a result of the relationships that have been formed. Collaborators can share resources to reduce the costs and labor necessary to carry out restoration projects. The activities of the Working Group align with existing plans and policies at the international, national, statewide, regional and local levels.

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The Working Group recognizes the importance of communications with the public to generate support for fuel reduction treatments. Good communications facilitates, among other things, working directly with homeowners to implement projects that protect their home and property. The Working Group also recognizes the importance of a viable wood products industry to utilize material removed from the forest in treatments. Along with a partner collaborative organization in Otero County, the Working Group has taken a lead role statewide in supporting the forest industry, by organizing wood industry summits held in Ruidoso.

# **NORTH SACRAMENTO MOUNTAINS WATERSHED AND FOREST RESTORATION STRATEGY**

## **I. Introduction**

New Mexico's South-Central Mountains ("SCM") are located between the Tularosa and Pecos River Basins, north of New Mexico's southern border with Texas, in Lincoln, Otero, Chaves and Eddy counties. The northern portion of these mountains, roughly the area north of U.S. Highway 70, includes the Sacramento, Capitan, Jicarilla and Vera Cruz mountain ranges (together, the North Sacramento Mountains, "NSM"). These chains range in elevation from about 4,500 feet above sea level in the Tularosa Basin to 12,003 feet at Sierra Blanca. The mountains are blanketed with pinyon-juniper, ponderosa pine, mixed conifer and subalpine forests.<sup>1</sup> Historically, most of these forests would experience frequent to occasional low-intensity wildfires. Due to past forest management practices and fire suppression, as well as extended drought conditions, many of the forested areas in the SCM are in need of restoration today to reduce the fuels and the threat of insect and disease infestations, and to improve watershed functioning and wildlife habitat.<sup>2</sup>

The SCM are a popular tourist draw, offering beautiful vistas, tranquil forests and many opportunities for leisure and recreation, ranging from hiking, skiing and hunting to gaming, fine dining and entertainment. In particular, the areas around the Village of Ruidoso and neighboring Ruidoso Downs, and the nearby Inn of the Mountain Gods ("IMG") resort, are popular with visitors. Many residents have homes or cabins in forested areas, and the tourism infrastructure represents a large investment as well as a source of employment and income for the area. Yet, Ruidoso has been identified as a community at high risk of a wildfire,<sup>3</sup> and most of the

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<sup>1</sup> Dick-Peddie, W. A. (1993). *New Mexico vegetation: Past, present and future*. Albuquerque, NM: University of New Mexico Press.

<sup>2</sup> Allen, C. D., Savage, M., Falk, D. A., Suckling, K. F., Swetnam, T. W., Schulke, T., Stacey, P. B., Morgan, P., Hoffman, M., & Klingel, J. T. (2002). Ecological restoration of Southwestern Ponderosa pine ecosystems: A broad perspective. *Ecological Applications* 12(5):1418–33.

<sup>3</sup> Urban wildland interface communities within the vicinity of federal lands that are at high risk from wildfire, 66 Fed. Reg. 751, 769 (Jan. 4, 2001) and 66 Fed. Reg. 43384, 43413 (Aug. 17, 2001). *See also* Griego, D., Anderson, X., Filip, B., Hester, M., Morales, R., & Valdez, G. (2016). *New Mexico communities at risk assessment plan*. Santa Fe, NM: Energy, Minerals and Natural Resources Department, Forestry Division. Available at [http://www.emnrd.state.nm.us/SFD/FireMgt/documents/2016\\_CAR\\_PlanRevision12.13.16.pdf](http://www.emnrd.state.nm.us/SFD/FireMgt/documents/2016_CAR_PlanRevision12.13.16.pdf).



mountainous region in the NSM is also at risk. The prevalence of people who live in and use the landscape in the NSM create wildland-urban interface (“WUI”) conditions, which pose complex management challenges, and increase the risk of significant damages associated with wildfires.<sup>4</sup> Some of the factors that are used to assess risk include fire behavior potential, values at risk, and the infrastructure that facilitates firefighting.<sup>5</sup>

Land ownership in the NSM is a mixture of federal, state, tribal, local and private lands. The largest landholdings are the Smokey Bear Ranger District of the Lincoln National Forest (“LNF”),<sup>6</sup> managed by the U.S. Forest Service (“USFS”), and the Mescalero Apache Reservation,<sup>7</sup> managed by the Tribal Government’s Natural Resources Department in collaboration with the federal Bureau of Indian Affairs (“BIA”). Interspersed with the national forest are private lands and forested areas owned by the City of Alamogordo and the Village of Ruidoso. Private lands are used for homes, vacation cabins, grazing cattle, small tree farms, horse farms, hunting grounds, and small businesses. Ranchers run cattle on private land, as well as on allotments on the national forest. Many private landowners participate in one of the soil and water conservation districts that include land in the NSM.<sup>8</sup>

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<sup>4</sup> Noss, R. F., Beier, P., Covington, W. W., Grumbine, R. E., Lindenmayer, D. B., Prather, J. W., Schmiegelow, F., Sisk, T. D., & Vosick, D. J. (2006). Recommendations for integrating restoration ecology and conservation biology in Ponderosa pine forests of the Southwestern United States. *Restoration Ecology* 14(1):4–10.

<sup>5</sup> See Urban wildland interface communities, 66 Fed. Reg. 751, 753 (Jan. 4, 2001). *Idem*, See footnote 3.

<sup>6</sup> The Lincoln National Forest was originally created in 1902 as the Lincoln Forest Reserve by proclamation of President Theodore Roosevelt. Proclamation No. 32, 32 Stat. 2018 (July 26, 1902). The reserve’s boundaries included much of the area that forms the Smokey Bear Ranger District today. In 1907, the name was changed to Lincoln National Forest. Pub. L. No. 59-242, 34 Stat. 1256, 1269 (Mar. 4, 1907). Over the years, the boundaries were adjusted several times and the Lincoln was combined with the Gallinas, Alamo, Sacramento and Guadalupe National Forests to create the Lincoln National Forest with today’s boundaries. See USDA Forest Service. (2012). *Establishment and modification of national forest boundaries and national grasslands: A chronological record, 1891–2012*. Washington, DC: USFS Land and Realty Management Staff. Available at [https://www.fs.fed.us/land/staff/Documents/Establishment and Modifications of National Forest Boundaries and National Grasslands 1891 to 2012.pdf](https://www.fs.fed.us/land/staff/Documents/Establishment%20and%20Modifications%20of%20National%20Forest%20Boundaries%20and%20National%20Grasslands%201891%20to%202012.pdf).

<sup>7</sup> Bands of the Mescalero Apache Tribe have lived in the area that today comprises the Southwestern U.S. and northern Mexico for hundreds of years, long before European colonization. The Mescalero were nomadic agriculturalists, eventually settling in the mountainous areas of New Mexico. A reservation for the Mescalero Apache Tribe was created by an Executive Order issued by President Ulysses S. Grant on May 29, 1873. The original order was modified by several additional Executive Orders, issued by President Grant on Feb. 2, 1874 and Oct. 20, 1875, and by President Chester A. Arthur on May 19, 1882 and Mar. 24, 1883, which created the current reservation.

<sup>8</sup> These include the Upper Hondo SWCD, the Carrizozo SWCD, the Otero SWCD and the Chaves SWCD.

The North Sacramento Mountains Landscape Restoration Working Group (“NSMLRWG”) was formed in October 2016 as a sub-committee of the Greater Ruidoso Area WUI Working Group (“GRAWUIWG”).<sup>9</sup> The GRAWUIWG has met regularly and coordinated forest treatment projects within the Village of Ruidoso and on surrounding forested areas since 2000.<sup>10</sup> The NSMLRWG was created to prepare this strategy document, which will assist the GRAWUIWG in its ongoing landscape restoration projects. The NSMLRWG met several times during 2016 and 2017 to discuss the strategy and issues that the GRAWUIWG would address in the coming years. At these meetings, the NSMLRWG identified the boundaries of a project area for the GRAWUIWG, which expand the GRAWUIWG’s project area. The NSMLRWG also identified and mapped focus areas that define the boundaries for specific treatments and potential collaborative projects. In addition, the group discussed the mission of the GRAWUIWG and potential groups to include in the collaborative efforts, as well as characteristics of the landscape and population to include in this strategy document.

## II. The Challenge

As a short overview, the problem across the SCM is that human activity over the past century has altered the forests from their natural regimes, increasing the risk of large, fast-moving and catastrophic wildfires in the region. Forest ecosystems in the SCM are fire dependent, especially in Ponderosa pine (*Pinus ponderosa* Lawson & C. Lawson) forests, but under historic conditions fires were low-intensity and burned along the ground. Under the altered conditions, forests are denser and more susceptible to high-intensity fires that can quickly move across landscapes, scorching hundreds or thousands of acres. In dense forests, fires are more likely to climb into the canopies of trees, facilitating a rapid advancement, especially under dry and windy conditions.

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<sup>9</sup> Participants in the NSMLRWG represented the U.S. Forest Service, the New Mexico State Forestry Division, the Mescalero Apache Tribe, the Village of Ruidoso, the Bureau of Indian Affairs, the Carrizozo Soil & Water Conservation District, the Upper Hondo Soil & Water Conservation District, the Little Bear Forest Reform Coalition, the Lincoln County Land & Natural Resources Advisory Committee, Eastern New Mexico University-Ruidoso, the South-Central Mountains RC&D, and the New Mexico Forest & Watershed Restoration Institute.

<sup>10</sup> National Fire Protection Association. (2016). *Firewise USA: Village of Ruidoso*. Available at <http://www.firewise.org/wildfire-preparedness/be-firewise/success-stories/success-stories-archive/new-mexico/village-of-ruidoso.aspx>.

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Members of the North Sacramento Landscape Restoration Working Group meet in Ruidoso to plan the strategy document

While fire is a natural part of the landscape in the SCM, a long history of active forest management in the area has substantially altered the forests. Since the early twentieth century, forest managers have been suppressing wildfires to protect communities as well as forest resources, and fire suppression has combined with logging, grazing, predator control and effects from exotic species to alter the structure of the natural ecosystems. Today, forests are overstocked with many small diameter trees, perhaps up to 1,000 trees per acre on landscapes that had approximately 50 trees per acre historically. The large number of smaller trees provide abundant fuel for wildfires. The smaller trees and bushes also create ladder fuels that more easily transmit a fire from the ground to the crowns of the trees. Once a fire reaches the crown, it is more damaging to the tree, and kills many trees. The fire also can easily spread, jumping forward with embers that can land on trees several hundred yards ahead of the fire. As a result, New Mexico has experienced some of the largest wildfires on record since 2000.<sup>11</sup> In Lincoln County, from 1987 through 2007 650 fires burned 135,669 acres.<sup>12</sup> On the Smokey Bear Ranger District,

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<sup>11</sup> Abrams, J., Nielsen-Pincus, M., Paveglio, T., & Moseley, C. (2016). Community wildfire protection planning in the American West: Homogeneity within diversity? *Journal of Environmental Planning and Management* 59(3):557–72.

<sup>12</sup> Barker, J.R. (2008). *Lincoln County community wildfire protection plan*. Boulder, CO: Walsh Environmental Scientists and Engineers.

between 1998 and 2017, there were 339 small fires between 0.1 and 10 acres, and 21 large fires that burned more than 10 acres. The total acreage burned by large fires was 249,782. See Appendix C for maps of previous wildfires in the NSM.

The U.S. and the global community have responded to the challenges posed by wildfire risks with policies that have revised forest management. In the 21<sup>st</sup> century, forest management has transitioned from a product-based enterprise, to a restoration approach. This puts the disciplines of restoration ecology and collaborative conservation front and center on the nation's forest management priorities. An immediate need throughout many of the forests in the SCM is to greatly reduce the number of trees per acre, thereby decreasing the fuels that contribute to high-intensity wildfires.

Reducing the fuel load would assist with other potential problems, as well, such as the risk of insects and diseases attacking trees. Bark beetles are common forest pests in the SCM, and commonly attack Ponderosa pine.<sup>13</sup> Ordinarily, bark beetle populations are relatively small, and they attack trees that are weakened or stressed by factors such as drought, disease or lightning strikes. However, bark beetle populations can grow and cause significant damage in overstocked stands of trees, and large populations can even spread to neighboring stands that are healthier. Severe bark beetle attacks can last several years. Dwarf mistletoe (*Arceuthobium spp.* M.Bieb.) is a significant disease pest in the SCM as well.<sup>14</sup> As a parasitic species, dwarf mistletoe is entirely dependent on its host for water, nutrients and support, weakening the host tree.<sup>15</sup> Fire suppression over an extended period exacerbates mistletoe infestations. Drought conditions have plagued the SCM for several years, and this increases the risk of wildfire as well as insect or disease infestations.

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<sup>13</sup> The most common bark beetle pests in the South Central Mountains are the Western Pine Beetle (*Dendroctonus brevicomis* LeConte), the Roundheaded Pine Beetle (*D. adjunctus* Blandford), and Pine Engravers (*Ips spp.*). For more information on these species, see USDA Forest Service. (2011). *Western pine beetle*. Available at [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb5343830.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5343830.pdf); USDA Forest Service. (2011). *Roundheaded pine beetle*. Available at [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb5343831.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5343831.pdf); and USDA Forest Service. (2011). *Pine Ips species (engraver beetles)*. Available at [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb5299326.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5299326.pdf).

<sup>14</sup> Conklin, D. A. & Fairweather, M. L. (2010). *Dwarf mistletoes and their management in the Southwest*. Forestry and Forest Health R3-FH-10-01. Albuquerque, NM: USDA Forest Service, Southwestern Region.

<sup>15</sup> Hoffman, J. T. (2004). *Management guide for dwarf mistletoe*. USDA Forest Service. Available at [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb5187427.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5187427.pdf).

Climate change also produces conditions that are more conducive to large, catastrophic wildfires, as forests are drier and burn more easily in the new climate regime.<sup>16</sup> Changing rain and snowfall patterns, reduced snowpack in the winter, and earlier spring thaws all contribute to conditions that facilitate catastrophic wildfires, and that have extended the annual wildfire season by several weeks in recent years.<sup>17</sup> A changing climate also affects wind patterns, and high winds exacerbate wildfires by spreading the fire more quickly and drying out fuels in the forest. Climate change also has altered long-standing predictable characteristics in the fire season, so forest managers have had to adjust their expectations and planning to adapt to new conditions.<sup>18</sup> Planning is more difficult under the highly variable and increasing uncertainty stemming from climate change.<sup>19</sup>

The increased incidence and size of wildfires, combined with more people using forested areas, have required the USFS to dedicate more resources to fire suppression.<sup>20</sup> This leaves less money in USFS budgets for other activities, including forest management and, ironically, treatments to reduce the risk of wildfires. Additionally, agencies have faced “entrenched disincentives” that perpetuate suppression as the proper response to wildfire, rather than using

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<sup>16</sup> Kent, L. Y. (2015). *Climate change and fire in the Southwest*. ERI Working Paper No. 34. Flagstaff, AZ: Ecological Restoration Institute and Southwest Fire Consortium. *See also* Funk, J., Barnett-Loro, C., Rising, M., & Deyette, J. (2016). *Confronting climate change in New Mexico: Action needed today to prepare the state for a hotter, drier future*. Union of Concerned Scientists, Cambridge, MA. Available at <http://www.ucsusa.org/NewMexicoClimateChange>.

<sup>17</sup> U.S. Forest Service. (2015). *The rising cost of wildfire operations: Effects on the Forest Service's non-fire work*, p. 2. Washington, DC: USDA, Forest Service. Available at <https://www.fs.fed.us/sites/default/files/2015-Fire-Budget-Report.pdf>.

<sup>18</sup> For example, NEPA analyses (see page 40) can be affected by a changing climate, as the choice between applying a categorical exclusion, an environmental assessment or an environmental impact statement depends, in part, on a manager's ability to predict accurately environmental effects. This is more difficult under changing climatic conditions. Local governments can assist with climate change mitigation and adaptation plans. Collaborative groups are a good venue for discussing how scarce resources will be allocated to address adaptation to a changing climate. *See* Measham, T. G., Preston, B. L., Smith, T. F., Brooke, C., Gorddard, R., Withycombe, G., & Morrison, C. (2011). Adapting to climate change through local municipal planning: Barriers and challenges. *Mitigation and Adaptation Strategies for Global Change* 16(8):889 – 909; Baker, I., Peterson, A., Brown, G., & McAlpine, C. (2012). Local government response to the impacts of climate change: An evaluation of local climate adaptation plans. *Landscape and Urban Planning* 107:127–136.

<sup>19</sup> Millar, C. I., Stephenson, N. L., & Stephens, S. L. (2007). Climate change and forests of the future: Managing in the face of uncertainty. *Ecological Applications* 17(8):2145–2151.

<sup>20</sup> U.S. Forest Service. (2015). *The rising cost of wildfire operations: Effects on the Forest Service's non-fire work*. Washington, DC: USDA, Forest Service. Available at <https://www.fs.fed.us/sites/default/files/2015-Fire-Budget-Report.pdf>.

fire, including natural ignitions, as a management tool.<sup>21</sup> The potential to incur legal liability is one factor working against using fire as a tool.<sup>22</sup> Wildfire policy and the norms that guide the behavior of individuals within agencies such as the USFS may also affect the scope and speed of adaptive change to new approaches.<sup>23</sup> Nevertheless, in recent years, the USFS has moved towards greater use of prescribed fire and managed wildfires as a means of implementing forest restoration objectives; however, the number of acres burned through fire management remains relatively small as fire suppression is the dominant approach to addressing wildland fires.<sup>24</sup> On private lands, owners face similar liability issues, and an insurance industry unwilling to issue policies to cover risks associated with prescribed burns.<sup>25</sup>

### III. Natural Landscape

The landscape in the SCM represents a mixture of human uses and natural areas. The forest ecosystems and ecological communities generally follow patterns observed in the southern Rocky Mountains. Forest type and ecological associations are dependent on elevation, aspect, availability of moisture and the history of disturbance, including wildfires, significant insect and disease outbreaks, and human alteration. As described above, human activities, including logging and fire suppression, have altered succession patterns and have produced forests that are substantially different in structure from the historically observed range of variation. Forest restoration focuses on returning natural ecosystems, wildlife habitat, and watercourses to their historical structure and function, which includes periodic low-intensity wildfires for most forests.

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<sup>21</sup> North, M. P., Stephens, S. L., Collins, B. M., Agee, J. K., Aplet, G., Franklin, J. F., & Fulé, P. Z. (2015). Reform forest fire management. *Science* 349(6254):1280–1.

<sup>22</sup> Wonkka, C. L., Rogers, W. E., & Kreuter, U. P. (2015). Legal barriers to effective ecosystem management: Exploring linkages between liability, regulations, and prescribed fire. *Ecological Applications* 25(8):2382–2393.

<sup>23</sup> Steen-Adams, M. M., Charnley, S., & Adams, M. D. (2017). Historical perspective on the influence of wildfire policy, law, and informal institutions on management and forest resilience in a multiownership, frequent-fire, coupled human and natural system in Oregon, USA. *Ecology and Society* 22(3):23–48; See also Donovan, G. H., & Brown, T. C. (2005). An alternative incentive structure for wildfire management on national forest land. *Forest Science* 51(5):387–95.

<sup>24</sup> Schoennagel, T., Balch, J. K., Brenkert-Smith, H., Dennison, P. E., Harvey, B. J., Krawchuk, M. A., Miekiewica, N., Morgan, P., Moritz, M. A., Rasker, R., Turner, M. G., & Whitlock, C. (2017). Adapt to more wildfire in western North American forests as climate changes. *Proceedings of the National Academy of Sciences* 114(18):4582–90.

<sup>25</sup> Evans, A., Rodriguez, M., & Krasilovsky, E. (2017). *Controlled burning on private land in New Mexico*. Santa Fe, NM: Forest Stewards Guild.



North Sacramento Mountains  
Forest Landscape

### Ecology of the South-Central Mountains

The basins surrounding the SCM are dominated by high Chihuahuan desert and grasslands. Forested landscapes begin along the slopes of the mountains as they rise up from the Tularosa Basin to the west and the Pecos River Basin to the east. At lower elevations, beginning around 5,500 feet above sea level, the forests are dominated by pinyon-juniper associations, including Pinyon pine (*Pinus edulis* Engelm.), One-seed juniper (*Juniperus monosperma* [Engelm.] Sarg.), and Alligator juniper (*Juniperus deppeana* Steud.).<sup>26</sup> At mid-elevations, beginning at approximately 6,500 feet, pinyon-juniper transitions into Ponderosa pine forests, in some cases in association with Gambel oak (*Quercus gambelii* Nutt.) and other species. At approximately 8,000 feet, Ponderosa pine forests transition into mixed conifer forests. Species such as Douglas fir (*Pseudotsuga menziesii* [Mirb.] Franco) and White fir (*Abies concolor* [Gordon] Lindl. ex Hildebr.) intermix with Ponderosa pine in dry mixed conifer forests, and as the elevation increases, species such as Southwestern White pine (*Pinus strobiformis* Engelm.) and Blue spruce (*Picea pungens* Engelm.) appear in wet mixed conifer forests. The highest altitudes are dominated by spruce-fir associations, with Engelmann spruce (*Picea engelmannii* Parry ex Engelm.) and Subalpine fir (*Abies lasiocarpa* [Hooker] Nuttall) as the dominant species. Aspen (*Populus tremuloides* Michx) is also found in higher elevation forests, especially as an early successional species in burned areas. In canyons and arroyos near water, riparian vegetation and

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<sup>26</sup> See Elmore, F. H. & Janish, J. R. (1976). *Shrubs and trees of the southwest uplands*. Tucson, AZ: Southwest Parks and Monuments Association; Kaufmann, M. R., Huckaby, L. S., Regan, C. M., & Popp, J. (1998). *Forest reference conditions for ecosystem management in the Sacramento Mountains, New Mexico*. USDA Forest Service, Rocky Mountain Research Station, GTR-19. p. 14.

mixed-species montane gallery forests occur. The species associations in these forests vary considerably, and may include willows (*Salix spp.*), alders (*Alnus spp.*), dogwood (*Cornus spp.*), maple (*Acer spp.*), oaks (*Quercus spp.*) and poplar (*Populus spp.*). At all elevations, forests on wetter north-facing slopes differ from forests at the same elevation on drier south-facing slopes.

Within each forest type, individual stands represent tremendous variation in tree size and density, species composition, understory vegetation, slope and aspect, proximity to WUI areas and values at risk, and other factors that must be considered in determining management goals and preparing a prescription for a treatment.

### Fire Dependent Forests

All of the forests in the SCM are fire dependent. Under historic conditions, pure Ponderosa pine stands were open, park-like areas with clumps of trees and lots of grassy areas.<sup>27</sup> These forests burned frequently, every five to twenty years on average. The fires typically were ground fires that burned the grasses, bushy vegetation, and young trees. Older and larger trees resisted the fires and survived. Occasional fires would burn into the crowns of the trees and spread more rapidly, creating a stand-replacement fire, but most burns were low-intensity and limited to smaller areas. These fires served to regenerate the stands of trees. Wet mixed conifer forests tended to burn less frequently, perhaps every 200 years, and fires in these forests tended to be larger, consuming much of the vegetation. Wildfires in pinyon-juniper forests were much more variable, due to the greater variation in the structure of pinyon-juniper areas.

The natural ecology of fire dependent forests was altered through most of the twentieth century by fire suppression, which altered the regular fire regime in these forests. An important goal of forest restoration is to return fire to the landscape, so that relatively frequent, low-intensity fires can maintain healthy forest landscapes and reduce the risk of large, catastrophic wildfires. Because the public has become accustomed to fire suppression and typically views wildfires as negative, it is necessary to reorient public perceptions regarding wildfires. This

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<sup>27</sup> Reynolds, R. T., Sánchez-Meador, A. J., Youtz, J. A., Nicolet, T., Matonis, M. S., Jackson, P. L., DeLorenzo, D. G., & Graves, A. D. (2013). *Restoring composition and structure in Southwestern frequent-fire forests: A science-based framework for improving ecosystem resiliency*. USDA Forest Service, Rocky Mountain Research Station GTR-310.



includes getting used to occasional smoky days in populated areas as a result of more frequent wildfires.

Fire suppression must continue in areas near vital resources, such as reservoirs or WUI areas, and wildfires caused by human ignitions also generally are suppressed. However, land managers are increasingly managing naturally ignited wildfires for resource benefits.<sup>28</sup> The viability of these policies, however, depends on careful application of fire management principles, to maintain public support for these activities.

### Species of Concern

The SCM host a large population of Mexican Spotted Owls (“MSO”) (*Strix occidentalis lucida* Nelson). The MSO is listed as a threatened species by the U.S. Fish and Wildlife Service (“USFWS”),<sup>29</sup> under the federal Endangered Species Act (“ESA”).<sup>30</sup> The USFS and the Mescalero Tribe manage their lands to protect MSO habitat, using different protocols.<sup>31</sup> The USFS follows the protocols from the USFWS Spotted Owl Recovery Plan,<sup>32</sup> and have designated 27 Protected Activity Centers (“PACs”) for spotted owl pairs on the Smokey Bear Ranger District. Owl PACs are at least 600 acres in size and protect a nesting pair, its nesting site, several roosting sites, and foraging habitat.<sup>33</sup> These owl PACs are clear values at risk from a wildfire, protected by the ESA.<sup>34</sup>

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<sup>28</sup> Boisramé, G., Thoimpson, S., Collins, B., & Stephens, S. (2017). Managed wildfire effects on forest resilience and water in the Sierra Nevada. *Ecosystems* 20(4):717–732.

<sup>29</sup> Mexican Spotted Owl Recovery Team. (2012). *Recovery plan for the Mexican Spotted Owl, first revision*. Albuquerque, NM: U.S. Fish & Wildlife Service, Region 2: Southwest Region. Available at [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/fseprd475767.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd475767.pdf). The original MSO recovery plan was published in 1995, and can be viewed at <https://www.fws.gov/southwest/es/arizona/Documents/RecoveryPlans/MexicanSpottedOwl.pdf>.

<sup>30</sup> Endangered Species Act of 1973. 16 U.S.C. §§ 1531 to 1544 (2016).

<sup>31</sup> Hays, Q. R. (2017). Working to address complex forest issues: A collaborative case study between the Mescalero Apache Nation and USDA Forest Service. *Journal of Forestry* 115(5):456–7.

<sup>32</sup> *Recovery plan for the Mexican Spotted Owl, first revision*. *Idem*, See footnote 29.

<sup>33</sup> Ganey, J. L., Ward, Jr., J. P., Jenness, J. S., Block, W. M., Hedwall, S., Jonnes, R. S., Apprill, D. L., Rawlinson, T. A., Kyle, S. C., & Spangle, S. L. (2014). Use of protected activity centers by Mexican Spotted Owls in the Sacramento Mountains, New Mexico. *Journal of Raptor Research* 48(3):210–18.

<sup>34</sup> The Mexican Spotted Owl was originally included on the federal list of threatened species on March 16, 1993. 58 Fed. Reg. 14248. After a protracted legal battle, 4.6 million acres of critical habitat were designated in 2001. See U.S. Fish & Wildlife Service, *Designated critical habitat for the Mexican Spotted Owl*, Available at [https://www.fws.gov/southwest/es/MSO\\_critical\\_habitat\\_archive.html](https://www.fws.gov/southwest/es/MSO_critical_habitat_archive.html).

The Northern Goshawk (*Accipiter gentilis* L.), a species with a wide range across North America and Eurasia, is considered a Sensitive Species by the New Mexico Department of Game and Fish (“NMDG&F”) and on the USFS Regional Foresters List, due to habitat disturbance in the state.<sup>35</sup> Goshawks inhabit Ponderosa pine, mixed conifer and spruce-fir forests and adapt easily to various structural conditions in the forests.<sup>36</sup> The USFS has designated 15 Northern Goshawk post-fledging-family areas (“PFA”) on the Smokey Bear Ranger District.

Other listed species occurring in the NSM include the Peñasco least chipmunk (*Tamias minimus atristriatus*), listed as endangered by the New Mexico State Game Commission and as a Candidate Species by the USFWS; the Spotted bat (*Euderma maculatum* Allen), listed as threatened by the New Mexico State Game Commission; the Todsens’ pennyroyal (*Hedeoma todsenii* R.S. Irving), listed as endangered by the USFWS; and the Kuenzler’s hedgehog cactus (*Echinocereus fendleri kuenzleri* Castetter, Pierce & Schwerin), listed as endangered by the USFWS.<sup>37</sup> The Sacramento Mountain salamander (*Aneides hardii*), found in mixed conifer and spruce-fir forests above 8,000 feet, has been identified as a species of concern by the USFWS and as a sensitive species by the USFS.<sup>38</sup>

Neotropical migratory bird species have been the subject of several federal laws and treaties dating back more than a century. Generally, the threats to neotropical migratory birds come during the nesting season.<sup>39</sup> Currently, the LNF applies guidelines recommending that “where possible avoid ground disturbing activity during the breeding and nesting periods

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<sup>35</sup> *Wildlife notes: Northern goshawk*. Santa Fe, NM: New Mexico Department of Game and Fish. Available at <http://www.wildlife.state.nm.us/download/education/conservation/wildlife-notes/birds/northern-goshawk.pdf>.

<sup>36</sup> Reynolds, R. T., Graham, R. T., Reiser, M. H., Bassett, R. L., Kennedy, P. L., Boyce, Jr., D. A., Goodwin, G., Smith, R., & Fisher, E. L. (1992). *Management recommendations for Northern Goshawk in the Southwestern United States*. USDA Forest Service, Rocky Mountain Forest & Range Experiment Station GTR-RM-217.

<sup>37</sup> New Mexico Department of Game & Fish. (2016). *Threatened and endangered species of New Mexico: 2016 biennial review*. Santa Fe, NM: NMDG&F, Wildlife Management and Fisheries Management Division; Vander Lee, B., Smith, R., & Bate, J. (2008). Ecological and biological diversity of the Lincoln National Forest, Ch. 15 in *Ecological and biological diversity of national forests in Region 3*. Phoenix, AZ & Santa Fe, NM: The Nature Conservancy of Arizona and New Mexico.

<sup>38</sup> *Threatened and endangered species of New Mexico: 2016 biennial review*. *Idem*, See footnote 37.

<sup>39</sup> Haulton, S. (2008). *Does logging during the nesting season negatively affect neotropical migratory bird populations?: A literature review*. Indianapolis, IN: Indiana Department of Natural Resources, Division of Forestry. Available at <https://www.in.gov/dnr/forestry/files/fo-NestingSeasonLogging.pdf>.



Mescalero Apache Reservation  
in Winter

(March–July).” This is primarily to avoid declines in neotropical migrant populations which might put them at risk of listing under the ESA. For the time being, the GRAWUIWG encourages landowners and land managers to carry out ground disturbing projects, such as prescribed burns, outside of the breeding and nesting periods for neotropical migratory birds.

### Wilderness

There are two congressionally designated wilderness areas in the NSM. The Capitan Mountains Wilderness Area, located northeast of the Village of Capitan, protects 35,067 acres of national forest land. The White Mountain Wilderness Area, located northwest of Ruidoso, covers 47,000 acres and reaches an elevation of nearly 11,600 feet. Both wilderness areas are managed by the USFS.<sup>40</sup>

In the Wilderness Act of 1964, Congress defined wilderness as “an area of undeveloped Federal land retaining its primeval character and influence, without permanent improvements or human habitation, which is protected and managed so as to preserve its natural conditions and which (1) generally appears to have been affected primarily by the forces of nature, with the imprint of man’s work substantially unnoticeable; (2) has outstanding opportunities for solitude or a primitive and unconfined type of recreation; (3) has at least five thousand acres of land or is of sufficient size as to make practicable its preservation and use in an unimpaired condition; and (4) may also contain ecological, geological, or other features of scientific, educational, scenic, or historical value.”<sup>41</sup> The Wilderness Act says “wilderness areas shall be devoted to the public

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<sup>40</sup> See USFS–LNF. *Special Places*. Available at <https://www.fs.usda.gov/attmain/lincoln/specialplaces>.

<sup>41</sup> Wilderness Act of 1964, 16 U.S.C. § 1131(c) (2016).

purposes of recreational, scenic, scientific, educational, conservation, and historical use.”<sup>42</sup> Roads, commercial enterprises, mechanical transports, structures and bicycles are generally prohibited in wilderness areas. An exception is made for commercial activities tied to appropriate recreational use; grazing and some mining activities; emergency situations, including wildfire suppression; access to nonfederal inholdings; some water-related infrastructure; and motorized uses such as aircraft or motorboats where these were established prior to designation.<sup>43</sup> Fuel reduction treatments and other restoration activities are severely limited within designated wilderness areas.

#### IV. Human Landscape

The NSM have a colorful history. In the 19th century, the area exemplified the Wild West, and at various times was home to iconic figures such as frontiersman Kit Carson, gunslinger Billy the Kid, and the 9th Cavalry Regiment Buffalo Soldiers. The Lincoln County War, initiated among rival factions intent on controlling the local economy, broke out in 1878 and lasted three years.<sup>44</sup> The war included notorious gunfights and revenge killings, and was brought under control when legendary sheriff Pat Garrett was elected in 1880, culminating in Garrett tracking down and shooting Billy the Kid at Fort Sumner, north of the NSM, in 1881. The area around the NSM gained notoriety in the 20th century as well. In 1945, west of the mountains, the U.S. military detonated the first nuclear bomb at the Trinity Site, on the U.S. Air Force’s Alamogordo Range, now part of the White Sands Missile Range.<sup>45</sup> Two years later, on the other side of the mountains, a UFO was spotted near Roswell, an event that continues to fascinate conspiracy theorists.<sup>46</sup>

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<sup>42</sup> Wilderness Act of 1964, 16 U.S.C. § 1133(b) (2016).

<sup>43</sup> Gorte, R.W. (2011). *Wilderness laws: Statutory provisions and prohibited and permitted uses* (CRS Report for Congress R41649). Washington, DC: Congressional Research Service.

<sup>44</sup> Fulton, M. G. (1980). *History of the Lincoln County War: A classic account of Billy the Kid*. Tucson: University of Arizona Press.

<sup>45</sup> U.S. Department of Energy, Office of History and Heritage Resources. *The Manhattan Project, an interactive history: The Trinity Test*. Available at <https://www.osti.gov/opennet/manhattan-project-history/Events/1945/trinity.htm>.

<sup>46</sup> Webster, D. (2017, July 5). In 1947, a high-altitude balloon crash landed near Roswell, NM. The aliens never left. *Smithsonian Magazine*. Available at <https://www.smithsonianmag.com/smithsonian-institution/in-1947-high-altitude-balloon-crash-landed-roswell-aliens-never-left-180963917/>.



Smokey Bear Historical Park,  
Capitan, NM

Today, these stories enchant tourists who visit the area's charming towns. The mountains offer year-round outdoor recreation, including skiing, hunting and hiking, as well as various indoor activities centered in Ruidoso.<sup>47</sup> Carrizozo, at the base of the western flanks, is gaining a reputation as an artistic center.<sup>48</sup> And Capitan features the home of the real-life Smokey Bear and nearby Fort Stanton. The South-Central Mountain's human landscape is rooted in the natural landscape as the source of the region's identity, and both the human and natural landscapes are tied to fire-dependent forests. Ensuring that forests burn relatively frequently at low intensities is key to maintaining the area's natural beauty and economic base.

### Population

The lowland basins around the NSM are influenced by the watersheds in the mountains, and cities and towns in the basins depend on the mountains for water and for economic activity. Cities and towns surrounding the SCM include Alamogordo (population 31,201), Tularosa (2,907), Carrizozo (905), Roswell (48,407), Artesia (11,817) and Carlsbad (28,079).<sup>49</sup> Alamogordo is the location of the LNF Supervisor's Office, and Carrizozo is the county seat of Lincoln County.

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<sup>47</sup> Shoemaker, P. B. G. (2017, Summer). Mountain paradise. *New Mexico Magazine*. [https://www.newmexico.org/nmmagazine/ruidoso\\_summer2017/](https://www.newmexico.org/nmmagazine/ruidoso_summer2017/).

<sup>48</sup> Pike, D. (2015, Aug.). Carrizozo renaissance. *New Mexico Magazine*. Available at <https://www.newmexico.org/nmmagazine/articles/post/carrizozo-renaissance-92077/>.

<sup>49</sup> Population numbers are estimates for July 1, 2016, based on 5-year averages, from American FactFinder, U.S. Census Bureau, <https://factfinder.census.gov/>.

The Ruidoso area is the major population center in the NSM region, consisting of the Village of Ruidoso with a population of 7,833, and the City of Ruidoso Downs with a population of 2,629.<sup>50</sup> Other populated areas in the GRAWUIWG's project area include Capitan (2,175), Alto (2,635), Lincoln (251), White Oaks (1,237) and San Patricio (287).<sup>51</sup> The 2016 population for Lincoln County is 19,726.<sup>52</sup> The population for the Mescalero Reservation is 3,616, and for the Village of Mescalero is 1,371.<sup>53</sup> The northern part of the reservation is within the project area for the GRAWUIWG.

### Land Ownership

The lands in the NSM are a mixture of federal, state, tribal and private landholdings. The area covered by this landscape restoration strategy includes the Smokey Bear Ranger District of the LNF, the northern half of the Mescalero Apache Reservation, and a variety of other landholdings including private land, state trust lands managed by the New Mexico State Land Office ("SLO"), and lands managed by the federal Bureau of Land Management ("BLM") and the City of Alamogordo, NM.

The LNF's Smokey Bear Ranger District is the largest landholding in the project area and covers 423,416 acres. Its offices are in Ruidoso. The land within the national forest is managed following the USFS's multiple-use mandate, according to the current forest plan.<sup>54</sup> Private

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<sup>50</sup> Population numbers are estimates for July 1, 2016, based on 5-year averages, from American FactFinder, U.S. Census Bureau, <https://factfinder.census.gov/>.

<sup>51</sup> Population numbers are estimates for July 1, 2016, based on 5-year averages, for the zip codes for each location, from American FactFinder, U.S. Census Bureau, <https://factfinder.census.gov/>. Zip codes are: Capitan (88316), Alto (88312), Lincoln (88338), White Oaks (88301), and San Patricio (88348).

<sup>52</sup> Estimate for July 1, 2016, based on 5-year averages, from American FactFinder, U.S. Census Bureau, <https://factfinder.census.gov/>.

<sup>53</sup> Population numbers are estimates for July 1, 2016, based on 5-year averages, from American FactFinder, U.S. Census Bureau, <https://factfinder.census.gov/>. The estimate for the Mescalero Reservation is for the zip code 88340. The estimate for the Village of Mescalero is for the Mescalero, NM Census Designated Place ("CDP"), which is outside of the GRAWUIWG project area.

<sup>54</sup> Each national forest is required to prepare a forest plan, and activities and projects within the national forest must conform to the plan. Plans are revised periodically, generally every 10 to 15 years. The Lincoln National Forest is currently revising its plan, and the new plan should be completed in 2019. National forest planning is required by the National Forest Management Act of 1976 ("NFMA"), 16 U.S.C. §§ 1600 to 1687 (2016), and is guided by the 1982 Planning Rule, 47 Fed. Reg. 43026 (Sep. 30, 1982) and the 2012 Planning Rule, 77 Fed. Reg. 21162 (Apr. 9, 2012), codified as amended at 36 C.F.R. §§ 219.1 to 219.62 (2016).

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ranchers have allotments to run cattle on national forest lands, and some recreational facilities, such as the Ski Apache ski resort, operate on national forest lands under a special use permit.

The BLM manages approximately 8,676 acres within the project area, mostly in the lower elevation areas around the NSM.

The Mescalero Apache Reservation is located at the southern end of the project area. The reservation covers 460,000 acres of heavily forested and mountainous land. The GRAWUIWG project area boundary cuts across the Mescalero Reservation, and covers the northeastern part of the reservation.<sup>55</sup> The Tribal Division of Resource Management and Protection has offices in Mescalero. The BIA collaborates with tribal forest managers from its office, also located in Mescalero.

The Village of Ruidoso is wholly within the project area. Most of the Village consists of private parcels of land, some of which include urban forests. The Village has a Forestry Department that works with landowners to create fire resistant properties and neighborhoods, and also manages the Village's watershed.

A number of private inholdings and villages are located within the boundaries of the national forest, and private lands also surround the national forest. The New Mexico State Forestry Division ("NMSFD"), a branch of the Energy, Minerals and Natural Resources Department ("EMNRD"), has a district office in Capitan, NM, within the GRAWUIWG project area. NMSFD foresters assist private forest landowners throughout the SCM with forest management on their properties.

The SLO manages state trust lands, scattered throughout the project area. In total, the SLO manages 16,266 acres in the project area, mostly in relatively small parcels. Larger contiguous SLO parcels are located in the lowland areas west of the mountains and near Capitan. The SLO also manages Moon Mountain, adjacent to Ruidoso. The SLO has a district office in Roswell. The State of New Mexico uses funds generated on trust lands to support schools, universities, state hospitals, prisons, reservoirs and state buildings.<sup>56</sup>

The City of Alamogordo has a landholding within the GRAWUIWG project area. The city owns and manages about 1,700 acres encompassing Bonito Lake, northwest of Ruidoso. The

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<sup>55</sup> South of the GRAWUIWG's southern boundary is the project area for the Otero Working Group ('OWG'), based in Cloudcroft, NM.

<sup>56</sup> New Mexico State Land Office. See <http://www.nmstatelands.org/>.

city manages the area for potable water supply and recreation, with fishing, camping and hiking available in the area.<sup>57</sup> Currently, the City of Alamogordo is carrying out restoration projects at Bonito Lake, to repair damage from debris flows following the Little Bear Fire in 2012.<sup>58</sup>

Private landowners in the northern part of the SCM also have joined together to form Soil and Water Conservation Districts (“SWCD”). The Upper Hondo SWCD has its headquarters in Capitan, and works in the central part of the project area. The Carrizozo SWCD has its headquarters in the village of Carrizozo, and covers the western portion of the project area. The Chaves SWCD is based in Roswell, and covers landholdings in the northeastern part of the project area. The Otero SWCD is based in Alamogordo, and its members are located in the southern part of the SCM, including a small portion of the project area in Otero County.

## **V. Project Area**

The NSMLRWG identified the landscape boundary for the projects at meetings in October and November, 2016, and approved the overall boundary in December, 2016. Previously, much of the work of the GRAWUIWG focused on areas near the Village of Ruidoso, and the boundaries determined by the NSMLRWG extend the project area for the GRAWUIWG substantially. The project area boundary includes the Village of Carrizozo, and from there continues north through the Tularosa Basin near U.S. Highway 54 around the north end of the Jicarilla Mountains, then south and east along the north end of the Capitan Mountains, north of N.M. Highway 246. At the east end of the Capitan range, the boundaries head south, and just north of Picacho the boundary runs eastward to include a portion of the Rio Hondo and U.S. Highway 70. Past Riverside, the boundary heads a short distance south, then west, and heads southward again just east of the border of the Mescalero Apache Reservation. Near the southeast corner of the reservation, the boundary heads west and follows the southern boundary of the reservation for a short distance, and then cuts across the reservation, crossing U.S. Highway 70

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<sup>57</sup> City of Alamogordo, Bonito Lake. Available at <http://ci.alamogordo.nm.us/coa/communityservices/bonitolake.htm>.

<sup>58</sup> Melton, T. (2017, Sep. 27). Commission awards \$8.6 million contract for Bonito Lake restoration. *Alamogordo Daily News*. Available at <http://www.alamogordonews.com/story/news/local/2017/09/27/8-6-million-contract-awarded-bonito-lake-restoration-project/710642001/>.





Three Rivers Trading Post on  
U.S. Highway 54 between  
Carrizozo and Tularosa

between Ruidoso and Mescalero. The boundary continues west to the Tularosa Basin, and closely follows U.S. Highway 54 north to Carrizozo.

A map of the project area can be found in Appendix B.<sup>59</sup>

### Focus Areas

At the meeting of the NSMLRWG in December, 2016, the group identified six focus areas within the project area boundaries. The focus areas assist in planning and implementation. Planning, funding, and carrying out landscape treatments to reduce the risk of catastrophic wildfires will be organized using the focus areas to delimit planning proposals. Maps of the focus areas are in Appendix B.<sup>60</sup>

The Jicarilla Focus Area covers the northernmost part of the project area, north of U.S. Highway 380 in the Jicarilla and Vera Cruz Mountains. Much of this area is within the Smokey Bear Ranger District and managed by the USFS. There also is private land within this focus area,

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<sup>59</sup> An interactive map of the project area can be found at <http://nmhu.maps.arcgis.com/apps/webappviewer/index.html?id=c28c7e4c0976429cbea72a2d480ed555>. This map uses ArcGIS Online, which allows viewers to change the parameters using a simple set of menus and buttons. Viewers can select various background maps, and can select layers showing vegetation treatments, land ownership and wildfire hazard potential. In addition to the overall project boundaries, the map also shows the boundaries for the GRAWUIWG's focus areas.

<sup>60</sup> Interactive maps of the focus areas can be viewed at <http://nmfwri.org/collaboration/north-sacramento-mountains-working-group/nsacramento-watershed-map>, using ArcGIS Online.

both as inholdings within the national forest, and surrounding the national forest boundaries. The New Mexico State Land Office manages land in this area as well.

The Capitan Mountains Focus Area is southeast of the Jicarilla Focus Area, and covers much of the Capitan Mountains and extending south to Hondo, near where U.S. Highways 380 and 70 join. Most of the Capitan Mountains are within the national forest, although there are some large private inholdings. The southeastern portion of the Capitan Mountains Focus Area is mostly private land. The State Land Office also manages land within this focus area. The Peppin Fire burned about 65,000 acres in the Capitan Mountains in 2004. The first real-life Smokey Bear was rescued from this area in 1950, during the 17,000-acre Capitan Gap Fire.

The Rio Bonito Focus Area is south of the Jicarilla Focus Area and west of the Capitan Mountains Focus Area, encompassing the villages of Capitan and Lincoln, as well as most of the Fort Stanton–Snowy River Cave National Conservation Area, a 25,000 acre tract managed by the BLM’s Roswell Field Office. The Village of Ruidoso also has land near the Sierra Blanca Regional Airport, at the south end of this focus area. Much of the rest of the land in this focus area is privately owned, or managed by the USFS. The Little Bear Fire burned nearly 45,000 acres and 242 houses at the west end of this focus area in 2012, much of it in the White Mountain Wilderness Area.<sup>61</sup> Effects of this fire are easily visible along New Mexico Highways 48 and 37 north of the Village of Ruidoso.

South of the Rio Bonito Focus Area is the Rio Ruidoso Focus Area, which includes a substantial amount of WUI and important infrastructure. This focus area encompasses the Village of Ruidoso and the City of Ruidoso Downs, the Ski Apache ski area, and the IMG resort, as well as the communities of Alto, Glencoe and San Patricio. Part of the Mescalero Apache Reservation is within this focus area, and the State Land Office owns land on Moon Mountain adjacent to the Village of Ruidoso. The BLM also has land within this area.

The Mid-Tularosa Valley Focus Area is located along the western flanks of the mountains, extending into the flatlands of the Tularosa Basin. This covers much of the western part of the project area. This area includes some of the Mescalero Apache reservation, as well as land owned by the BLM and the State Land Office, in addition to USFS land.

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<sup>61</sup> McCaffrey, S., Stidham, M., & Brenkert-Smith, H. (2013). *Little Bear fire summary report*. USDA Forest Service, Northern Research Station, Research Note NRS-178.

The Whitetail Focus Area, at the southeastern end of the project area, covers almost all of the Mescalero Apache Reservation within the GRAWUIWG project boundaries. In the northern part of this focus area there is a mixture of national forest and private lands.

## **VI. Values at Risk**

The conditions on forests around the western U.S. put communities and other values on or near forested lands at risk. The Healthy Forests Restoration Act (“HFRA”)<sup>62</sup> defines at-risk communities as interface communities identified by the Secretary of Agriculture or Interior<sup>63</sup> or “within or adjacent to federal land in which conditions are conducive to a large-scale wildland fire disturbance event for which a significant threat to human life or property exists.”<sup>64</sup>

The NSM landscape encompasses a significant amount of wildland-urban interface, places where people live and recreate within or near predominantly wild areas. WUI areas present a special challenge in wildfire management. Restoration of natural landscapes can be achieved by reintroducing fire to the landscape, often in a managed form, either as prescribed burns or managed wildfires; however, wildfire policy dictates that when fire threatens a WUI area, the fire should be suppressed.<sup>65</sup> Threats to a WUI area may occur far away from the actual human structures, as wildfires can move quickly and become more difficult to control and suppress when they grow to a large size. Thus, a substantial WUI presence in a largely wild landscape complicates wildfire management practices.

WUI structures and activities, and the presence of humans on wild landscapes, can be thought of as values that are at risk from wildfires. Values at risk are often quantified as the economic costs that would be incurred if structures, infrastructure and economic activity were lost in a wildfire. However, values at risk also include cultural, social and spiritual values, which

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<sup>62</sup> Healthy Forests Restoration Act of 2003, 16 U.S.C. §§ 6501 to 6591c (2016).

<sup>63</sup> Communities in the project area identified as at risk of a wildfire include Ruidoso, Capitan, Apache Summit, Lincoln, Mescalero, and Three Rivers. *See* Urban wildland interface communities within the vicinity of federal lands that are at high risk for wildfire, 66 Fed. Reg. 751 (Jan. 4, 2001) and 66 Fed. Reg. 43384 (Aug. 17, 2001).

<sup>64</sup> HFRA, Section 6511(1) (2016). *Idem*, *See* footnote 62.

<sup>65</sup> Tidwell, T. (2010). *A perspective on fire protection in the wildland/urban interface*. Presented at the International Association of Fire Chiefs 8th Annual Conference on the WUI, Reno, NV, Mar. 29, 2010. Available at <https://www.fs.fed.us/speeches/perspective-fire-protection-wildlandurban-interface>.

are more difficult to quantify in monetary terms, but that take a toll that affects communities and their economic, social and cultural viability long after a wildfire has been extinguished.

The GRAWUIWG project area includes a number of values at risk that would represent a substantial economic, social and/or cultural loss to the area if destroyed in a wildfire. Some of the values at risk are highlighted here. Throughout the area there is a substantial infrastructure, including roads, power lines, water systems and communications infrastructure. There are schools, hospitals, office buildings, commercial businesses and private homes. All are at risk of serious damage from a large wildfire or post-fire effects.

Values at risk on the Mescalero Apache Reservation include electrical power transmission lines, communications sites, cultural sites, springs and developed wells, and individual home sites in the Mid Tularosa Basin Focus Area; Tribal business enterprises, housing subdivisions and individual home sites, Tribal recreation areas, springs and developed wells, cultural sites, electrical power transmission lines and substations, communication sites, timber resources, schools and public safety facilities in the Rio Ruidoso Focus Area; and Tribal business enterprises, springs and developed wells, cultural sites, timber resources, individual home sites, and communication sites in the Whitetail Focus Area. Tribal sacred areas, including Sierra Blanca, are also at risk from a wildfire.

The Mescalero Apache Tribe operates the Ski Apache ski resort, located 16 miles west of Ruidoso on New Mexico State Highway 532. The Tribe also operates two casinos. The IMG Resort and Casino is a large resort complex in the mountains just west of Ruidoso on Indian Service Route 4. The IMG complex includes a hotel, casino and other entertainment facilities. The Tribe also operates Casino Apache Travel Center, located on U.S. Highway 70, on the reservation just west of Ruidoso. The Travel Center includes a casino, restaurant, convenience store and fueling station.

The Village of Ruidoso includes many values at risk from a wildfire. Part of Ruidoso's character is that much of the village is forested. The Village's Forestry Department has put a lot of work into wildfire safety, but homes and businesses still bear some risk from a wildfire. The village and surrounding areas are a tourism and vacation center, and home to many permanent residents. The village covers 16.12 square miles with a population density of 498 per square

mile, and includes 3,216 households with an average home value of \$167,600.<sup>66</sup> There are 1,476 firms in the village.<sup>67</sup> The Village of Ruidoso owns and operates Sierra Blanca Regional Airport, located north of Ruidoso on New Mexico Highway 220. The airport was constructed in 1987 and over the past decade, the federal, state and municipal governments have invested over \$20 million in improvements to the airport. The airport serves corporate and private aviation, with an average of 39 take-offs and landings per day.<sup>68</sup> The Village also operates the Ruidoso Convention Center,<sup>69</sup> which hosts a diverse array of events during the year. One event is the Sierra Blanca Wildland Fire Academy,<sup>70</sup> a week-long event that offers a range of workshops in firefighter skills. The Academy is the product of an interagency collaboration with federal, state, county and local agencies participating.

The Smokey Bear Historical Park in Capitan, NM, is operated by the NMSFD. The park is the burial site for the real-life Smokey Bear, a cub firefighters rescued from the Capitan Gap fire in 1950, and named after the character that first appeared in 1944 in public service advertising created by the Ad Council.<sup>71</sup> The rescued Smokey lived in the National Zoo in Washington, DC for 26 years, and served as a symbol for wildfire prevention. When Smokey passed away, he was returned to Capitan for burial. In addition to Smokey's gravesite, the Historical Park includes a visitor's center and museum, picnic facilities, a playground and an amphitheater.

Fort Stanton, located south of Capitan, is a historic U.S. fort that opened in 1855.<sup>72</sup> During the Civil War, the fort was briefly held by Confederate soldiers, but Union forces regained control under the command of Kit Carson. After the fort was closed in 1896, the site has served as a hospital for tuberculosis patients, an internment camp for prisoners of war during World War II, a training school for mentally disabled, and briefly as a prison. In 1997, a non-

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<sup>66</sup> Household data represent 5-year averages from 2012 to 2016 and population density data are from 2010, from the U.S. Census Bureau, QuickFacts, <https://www.census.gov/quickfacts/>.

<sup>67</sup> Data from 2012, from the U.S. Census Bureau, QuickFacts, <https://www.census.gov/quickfacts/>.

<sup>68</sup> Village of Ruidoso, NM. Sierra Blanca Regional Airport ("SBRA"). See <https://www.ruidoso-nm.gov/airport-index/>.

<sup>69</sup> Ruidoso Convention Center, See <https://www.ruidosoconventioncenter.com/>.

<sup>70</sup> Sierra Blanca Wildland Fire Academy, See <http://www.sbwfacademy.com/>.

<sup>71</sup> John Kelly. (2010, Apr. 25). The biography of Smokey Bear: The cartoon came first. *Washington Post*. Available at <http://www.washingtonpost.com/wp-dyn/content/article/2010/04/24/AR2010042402441.html>.

<sup>72</sup> Fort Stanton Historic Site. See <http://nmhistoricsites.org/fort-stanton>.

profit corporation was created to preserve the fort, and in 2007 the State of New Mexico established the Fort Stanton Historic Site. In 2009, Congress designated the area around the fort as a National Conservation Area, managed by the BLM.

A number of private facilities also represent substantial investments and are at risk from a wildfire. The Billy the Kid Casino and Ruidoso Downs Race Track offers slot machines and horse racing in a facility on U.S. Highway 70. The casino and racetrack are owned by a partnership of five businessmen, some of whom live in the Ruidoso area.<sup>73</sup> Opened in 1992, the Hubbard Museum of the American West is located on U.S. Highway 70 in Ruidoso Downs. The museum displays collections of artwork and items representing Western heritage and hosts Western-themed programs.<sup>74</sup>

The Spencer Theater for the Performing Arts is located in a rural setting 13 miles north of the Village of Ruidoso on New Mexico Highway 220, west of the airport. The Spencer Theater schedules top quality entertainment throughout the year, contributing substantially to quality of life for both residents and tourists. The \$22 million construction cost was financed by Dr. A.N. Spencer and Jackie Spencer Morgan, residents of Alto, NM. The theater operates as a 501(c)(3) non-profit public charitable organization.<sup>75</sup>

## **VII. Coordination with Other Forest Health and Wildfire Mitigation Plans and Policies**

Collaboration is not limited to face-to-face meetings among stakeholder groups. Collaboration also entails coordinating plans and activities with existing plans and policies that cover the same landscape, or that set statewide, national or international standards and goals. The NSMLRWG compiled other plans and has considered their perspectives and goals in preparing the strategy for the NSM. The GRAWUIWG strives to conform its activities to the goals of these other plans and policies. Other plans are identified and described briefly here.

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<sup>73</sup> Stallings, D. L. (2017, Apr. 24). Pending sale announced of Ruidoso Downs Race Track. *Ruidoso News*. Available at <http://www.ruidosonews.com/story/news/local/2017/04/24/pending-sale-announced-ruidoso-downs-race-track/100851628/>; Barbati, D. (2017, Apr. 24). 5 horsemen agree to purchase Ruidoso Downs. *Alamogordo Daily News*. Available at <http://www.alamogordonews.com/story/news/local/community/2017/04/24/5-horsemen-agree-purchase-ruidoso-downs-racetrack/100845746/>. Prior to the 2017 sale, the R.D. Hubbard family was a partner or sole owner of the casino and race track for nearly 30 years.

<sup>74</sup> Hubbard Museum of the American West. See <http://www.hubbardmuseum.org/>.

<sup>75</sup> Spencer Theater for the Performing Arts. See <http://www.spencertheater.com/>.

## Global Plans and Policies

### *United Nations Forum on Forests*

The United Nations Forum on Forests (“UNFF”)<sup>76</sup> was established by U.N. Resolution 2000/35, and has met twelve times since 2001. The UNFF aims to strengthen the long-term political commitment to conserving forests among all United Nations (“U.N.”) member states and specialized agencies. Global objectives include reversing forest loss, enhancing forest-based benefits, increasing sustainably managed forests, and mobilizing financial resources to assist in sustainable forest management.<sup>77</sup> The UNFF takes a participatory approach to its work, and its resolutions and decisions have consistently recognized that sustainable forest management depends on the active involvement of a wide range of stakeholders. Major stakeholder groups include business and industry, children and youth, farmers, indigenous people, non-governmental organizations, local authorities, the scientific and technological community, women, and workers and trade unions.<sup>78</sup> The activities of the GRAWUIWG conform to the principles and objectives of the UNFF.

### *International Strategy for Disaster Reduction*

The United Nations Office for Disaster Risk Reduction (“UNISDR”)<sup>79</sup> was created to implement the International Strategy for Disaster Reduction (“ISDR”). UNISDR has issued “Words Into Action” Guidelines for Wildfire Hazard and Risk Assessment,<sup>80</sup> which focuses on identifying supra-national patterns in wildfires and coordinating effective prevention and responses, facilitating research and identifying where more detailed risk assessment models are necessary. The GRAWUIWG can work with local agencies such as the Village of Ruidoso Emergency Preparedness office and the Lincoln County Fire and Emergency Services

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<sup>76</sup> United Nations Forum on Forests, See <http://www.un.org/esa/forests/index.html>.

<sup>77</sup> U.N. Forum on Forests. *Global Objectives on Forests*. Available at <http://www.un.org/esa/forests/documents/global-objectives/index.html>.

<sup>78</sup> U.N. Forum on Forests, Major Groups, See <http://www.un.org/esa/forests/major-groups/index.html>.

<sup>79</sup> United Nations Office for Disaster Risk Reduction, See <https://www.unisdr.org/>.

<sup>80</sup> Goldammer, J., Mitsopoulos, I., Mallinis, G., & Woolf, M. (2017). *Wildfire hazard and risk assessment*. Geneva, Switzerland: UNISDR. Available at [https://www.unisdr.org/files/52828\\_06wildfirehazardandriskassessment.pdf](https://www.unisdr.org/files/52828_06wildfirehazardandriskassessment.pdf).

department to assist in preparing for wildfire disasters, in order to implement recommendations from international and national entities.

### *The Future We Want*

At the U.N. Conference on Sustainable Development (“UNCSD”)<sup>81</sup> in 2012, heads of state and ministers from countries around the world adopted an agenda for sustainable development titled *The Future We Want*.<sup>82</sup> The document lists goals for restoring land, forests, water and other natural resources, and highlights the importance of public participation and sharing of information in achieving sustainable development. As a collaborative group focused on forest and watershed restoration, the GRAWUIWG is contributing to the goals outlined in this U.N. program in the northern Sacramento Mountains.

### *Bonn Challenge*

The Bonn Challenge,<sup>83</sup> issued by the International Union for the Conservation of Nature and Natural Resources (“IUCN”), establishes targets of 150 million acres of forest restored by 2020, and 350 million acres restored by 2030. The Bonn Challenge advocates the forest landscape restoration (“FLR”) approach, which focuses on multifunctional landscapes to restore ecological integrity and improve human well-being. The Bonn Challenge is an implementation vehicle to assist nations in meeting existing restoration commitments made through international agreements such as Target 15 in the Aichi Biodiversity Targets, established under the Convention on Biological Diversity (“CBD”)<sup>84</sup>; the REDD+ goals, established under the United Nations Framework Convention on Climate Change (“UNFCCC”)<sup>85</sup>; and land degradation

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<sup>81</sup> The United Nations Conference on Sustainable Development, aka Rio+20, was held in Rio de Janeiro from June 20–22, 2012, Brazil, twenty years after the groundbreaking U.N. Conference on Environment and Development (“UNCED”), aka the Earth Summit, was held in the same city.

<sup>82</sup> United Nations. (2012). *The future we want, outcome document of the United Nations Conference on Sustainable Development, Rio de Janeiro, Brazil, 20–22 June, 2012*. Available at <https://sustainabledevelopment.un.org/content/documents/733FutureWeWant.pdf>.

<sup>83</sup> Bonn Challenge, IUCN. Available at <http://www.bonnchallenge.org/>.

<sup>84</sup> CBD Target 15. Available at <https://www.cbd.int/sp/targets/rationale/target-15/>.

<sup>85</sup> Reducing Emissions from Deforestation and Forest Degradation in Developing Countries (“REDD+”), UNFCCC. Available at <http://redd.unfccc.int/>.



neutrality goals<sup>86</sup> agreed to at the UNCCD. The Bonn Challenge coordinates international goals that must be implemented at the local level by organizations such as the GRAWUIWG.

#### *New York Declaration on Forests*

The New York Declaration on Forests<sup>87</sup> is a U.N. initiative promoting forest restoration. The Declaration is not legally binding, but was prepared and endorsed by global political, business and civil society leaders to establish a timeline for ending the loss of natural forests and to issue recommendations for restoring forests in an accompanying Action Agenda. This Action Agenda provides guidance to groups like the GRAWUIWG, that are carrying out forest restoration in localized areas.

#### National Plans and Policies

##### *National Cohesive Wildland Fire Management Strategy*

The interagency Wildland Fire Leadership Council (“WFLC”) prepared the National Cohesive Wildland Fire Management Strategy,<sup>88</sup> which sets three national goals to improve preparation and response to wildland fires: restoring landscapes, promoting fire-adapted communities and improving responses to wildfires. The WFLC also issued the accompanying National Action Plan,<sup>89</sup> which provides a framework for implementing the science-based National Strategy by identifying specific actions that will achieve a more efficient, effective and

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<sup>86</sup> Land degradation neutrality is defined as “a state whereby the amount and quality of land resources, necessary to support ecosystem functions and services and enhance food security, remains stable or increases within specified temporal and spatial scales and ecosystems.” See *Achieving Land Degradation Neutrality*, <https://www2.unccd.int/actions/achieving-land-degradation-neutrality>. The concept emerged in the United Nations Convention to Combat Desertification (“UNCCD”), which was established in 1994 and signed by 196 parties. The UNCCD 2018–2030 Strategic Framework, adopted by the Conference of the Parties in September, 2017, establishes the framework for implementing the UNCCD as part of the U.N.’s 2030 Agenda for Sustainable Development.

<sup>87</sup> New York declaration on forests and action plan. United Nations Climate Summit, Sep. 23, 2014. Available at <http://www.un.org/climatechange/summit/wp-content/uploads/sites/2/2014/07/New-York-Declaration-on-Forest-%E2%80%93-Action-Statement-and-Action-Plan.pdf>.

<sup>88</sup> Wildland Fire Leadership Council. (2014). *The national strategy: The final phase in the development of the national cohesive wildland fire management strategy*. Available at <https://www.forestsandrangelands.gov/strategy/documents/strategy/CSPhaseIIINationalStrategyApr2014.pdf>.

<sup>89</sup> Wildland Fire Leadership Council. (2014). *National action plan: An implementation framework for the national cohesive wildland fire management strategy*. Available at [https://www.forestsandrangelands.gov/strategy/documents/strategy/NationalActionPlan\\_20140423.pdf](https://www.forestsandrangelands.gov/strategy/documents/strategy/NationalActionPlan_20140423.pdf).

collaborative response to wildland fire issues. The goals and activities of the GRAWUIWG align with the National Strategy and the National Action Plan, to carry out its recommendations in the northern Sacramento Mountains region.

### *Healthy Forests Initiative*

The Healthy Forests Initiative (“HFI”)<sup>90</sup> was proposed by the George W. Bush Administration in 2002 to establish a national policy for addressing the increasing risk of wildfires. The initiative proposed new categorical exclusions and guidelines for preparing environmental assessments to expedite fuel reduction projects on federal lands. One year later, Congress passed the HFRA, which codifies the Initiative and authorizes fuel reduction projects that are undertaken through interagency collaboration and that incorporate meaningful public participation.<sup>91</sup> Groups like the GRAWUIWG are a good example of the interagency collaboration and participation necessary to implement the HFRA and carry out its mandates.

### *Firewise USA*

The Firewise USA<sup>92</sup> program of the National Fire Protection Association (“NFPA”) targets neighborhoods in fire prone areas, offering community education programs that teach neighbors how to adapt to living with wildfire. The Firewise approach begins by protecting homes with a buffer around the house that is free of combustible material, screening potential entry points for embers, and ensuring that roofs, decks and other potential sites of ignition are constructed of non-combustible materials. Firewise also organizes neighborhoods with emergency plans and preparedness. Firewise offers collaborative groups like the GRAWUIWG a program to enact international, national, state and local plans to reduce fire risk in WUI areas and to educate and engage their communities in practices that make their environment safer and healthier. Firewise also assigns some responsibility for fire safety to landowners and homeowners, which encourages them to educate themselves and prepare for a potential wildfire.

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<sup>90</sup> USDA Forest Service and USDOJ Bureau of Land Management. (2004). *The Healthy Forests Initiative and Healthy Forests Restoration Act interim field guide* (USFS Publication No. FS-799). Available at <https://www.fs.fed.us/projects/hfi/field-guide/web/page03.php#environmental>.

<sup>91</sup> HFRA of 2003, 16 U.S.C. §§ 6501 to 6591c (2016). *Idem*, See footnote 62.

<sup>92</sup> NFPA Firewise USA. See <https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA>.

### *Fire Adapted Communities Learning Network*

The Fire Adapted Communities Learning Network (“FAC Net”)<sup>93</sup> was created by The Nature Conservancy (“TNC”) along with federal agencies in the Departments of Agriculture and Interior to increase information sharing and knowledge of best practices to live more safely with wildfire. The FAC Net promotes resiliency concepts and taking action before, during and after a wildfire. The mission of the FAC Net is “to connect and support people and communities who are striving to live more safely with wildfire. The Network is a catalyst for spreading best practices and innovations in fire adaptation concepts nationwide.”<sup>94</sup> In New Mexico, the statewide effort is known as the Fire Adapted New Mexico Learning Network, headquartered at the Forest Stewards Guild office in Santa Fe.<sup>95</sup> Like Firewise USA, the FAC Net offers a means through which the GRAWUIWG can bridge broad goals and local practices, increasing knowledge, safety and environmental health in communities in Lincoln County.

### Statewide Plans and Policies

#### *New Mexico Forest Action Plan*

The New Mexico Statewide Natural Resources Assessment & Strategy and Response Plans,<sup>96</sup> also known as the Forest Action Plan (“FAP”), sets statewide priorities including conserving working landscapes, protecting watersheds, enhancing public benefits from natural resources, and promoting urban and community forests. The FAP was developed through a partnership between the NMSFD, the Nature Conservancy, the Forest Stewards Guild, and nearly 100 stakeholders and partners who contributed knowledge and expertise to the plan. The Plan was issued in 2010, and guides the activities of the State Forestry Division, other resource managers and planners, and the public in identifying priority landscapes for restoration, resource management, and watershed improvement. The FAP presents an assessment using core data models based on eight themes drawn from the 2008 Farm Bill, including biodiversity, development potential, economic potential, forest health, fragmentation, green infrastructure,

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<sup>93</sup> Fire Adapted Communities Learning Network. See <https://fireadaptednetwork.org/>.

<sup>94</sup> FAC Net. *About the FAC Learning Network*. See <https://fireadaptednetwork.org/about/>.

<sup>95</sup> FAC Net. *Fire Adapted New Mexico*. See <https://fireadaptednetwork.org/member/fire-adapted-new-mexico/>.

<sup>96</sup> EMNRD Forestry Division. (2010). *New Mexico statewide natural resource assessment & strategy and response plans* (Forest Action Plan). Santa Fe, NM: New Mexico EMNRD, Forestry Division.

water quality and supply, and wildfire risk. Drawing on the assessment models, the FAP presents a strategy plan and a response plan to coordinate implementation of projects oriented around the core themes.

The FAP is one of the primary documents in New Mexico that guides forest management decisions. In planning and coordinating forest restoration project, the GRAWUIWG can consult the FAP for guidance.

#### *New Mexico Communities at Risk Assessment Plan*

The New Mexico Communities at Risk Assessment Plan<sup>97</sup> is issued by NMSFD and updated regularly. The Plan is based on the work of the New Mexico Fire Planning Task Force (“NM-FPTF”), an entity created in 2003 by the New Mexico Legislature. The goal of the NM-FPTF is to identify WUI areas in the state and establish standards for building codes and ordinances to reduce wildfire threat in WUI areas. The NM-FPTF has divided the state into 18 Community Protection Zones (“CPZs”), and within these zones ranks the 699 communities at risk as high, moderate or low risk for a wildfire. The NM-FPTF also reviews and evaluates CWPPs, and approves those that conform to all of the criteria in the HFPA.

Ruidoso and Ruidoso Downs are identified as communities at high risk for a wildfire, along with several other communities in Lincoln County.<sup>98</sup>

#### *New Mexico Forest and Watershed Health Plan*

The New Mexico Forest and Watershed Health Plan<sup>99</sup> was issued in 2004 by the NMSFD. The Plan was developed by an interdisciplinary committee of nearly 50 leaders of agencies, organizations, businesses and universities operating in New Mexico, in response to a

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<sup>97</sup> *New Mexico communities at risk assessment plan. Idem, See footnote 3.*

<sup>98</sup> Communities in Lincoln County at high risk of a wildfire include Alto, Ancho, Angus, Arabela, Bonito, Carrizo Canyon, Cedar Creek-Alpine Village, Copper Ridge, Copper Ridge II, Corona, Eagle Creek, Eagle Creek II, Enchanted Forest, Fawn Ridge, Gavilan Canyon, Glencoe, Lincoln, Loma Grande, Nogal, Outlaw, Ranches of Sonterra, Ruidoso, Ruidoso Downs, Sierra Vista, Sun Valley-Sierra Vista, Villa Madonna, and White Oaks. Communities at moderate risk of a wildfire include Hondo/Tinnie, Rainmakers, and Ranches of Ruidoso. Communities at low risk include Capitan, Carrizozo and Fort Stanton.

<sup>99</sup> New Mexico Forest and Watershed Health Planning Committee. (2004). *The New Mexico forest and watershed health plan: An integrated approach to ecological restoration*. Santa Fe: State of New Mexico. Available at <http://www.emnrd.state.nm.us/ADMIN/documents/FWHPLAN033005.pdf>.

request from both the governor and the state legislature. Building on the National Healthy Forests Initiative, politicians wanted a statewide plan to address forest and watershed health and resiliency, to preserve social and economic values. The committee that prepared the plan took a large landscape approach and a long-term perspective, recognizing that success depended on collaboration among land owners, managers, and parties with an interest in the land.

The Forest and Watershed Health Plan presents a vision of resilient ecosystems, diverse human communities, and thriving economies supported by productive, healthy ecosystems. The Plan outlines 20 recommendations to streamline restoration work and strengthen on-the-ground efforts of the type carried out by the GRAWUIWG towards the ultimate goal of ecological health.

#### *New Mexico Forest Restoration Principles*

The New Mexico Forest Restoration Principles<sup>100</sup> were created by a collaborative team representing a variety of agencies and interests, convened by PNM.<sup>101</sup> Although the Principles are non-binding, they offer guidance to collaborative landscape restoration groups like the GRAWUIWG on reducing wildfire threats and prioritizing treatments through research, adaptive management and low-impact restoration.

The Forest Restoration Principles are: (1) collaborate on landscape assessment, project design, analysis, implementation and monitoring; (2) reduce the threat of unnatural crown fire; (3) prioritize and strategically target treatment areas; (4) develop site-specific reference conditions; (5) use low-impact techniques; (6) utilize existing forest structure; (7) restore ecosystem composition; (8) protect and maintain watershed and soil integrity; (9) preserve old or large trees while maintaining structural diversity and resilience; (10) manage to restore historic tree species composition; (11) integrate process and structure; (12) control and avoid using exotic species; (13) foster regional heterogeneity; (14) protect sensitive communities; (15) plan for restoration using a landscape perspective that recognizes cumulative effects; (16) manage grazing; (17) establish monitoring and research programs and implement adaptive management;

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<sup>100</sup> New Mexico Forest Restoration Principles. Available at [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb5207898.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5207898.pdf).

<sup>101</sup> PNM is the Public Service Company of New Mexico, one of the largest energy utilities in the state.

(18) exercise caution and use site-specific knowledge in restoring or managing pinon-juniper ecosystems and other woodlands and savannas.

*New Mexico Hazard Mitigation Plan*

The New Mexico State Hazard Mitigation Plan (“NMSHMP”)<sup>102</sup> was issued in 2013 and includes sections on preparing for disasters such as droughts, flooding, landslides, thunderstorms and lightning strikes, and wildland and WUI fires. The Hazard Mitigation Plan identifies wildfires as a priority threat, and notes that wildfires can cause significant injury, death and damage to property. Fires can extensively affect the economy in rural areas, especially industries such as logging, recreation and tourism. Mitigation options include fuels management and addressing growing populations in fire-prone areas. The work of the GRAWUIWG supports the goals of the State Hazard Mitigation Plan.

*New Mexico Comprehensive Wildlife Conservation Strategy*

The NMDG&F produced the New Mexico Comprehensive Wildlife Conservation Strategy (“CWCS”)<sup>103</sup> in 2006 and the State Wildlife Action Plan (“SWAP”)<sup>104</sup> in 2016. Both are planning documents that implement the requirements of the state’s Wildlife Conservation Act<sup>105</sup> and regulations.<sup>106</sup> The Act and regulations were produced by the New Mexico State Game Commission (“NMSGC”). The goal of the CWCS is to encourage proactive steps to conserve wildlife through collaborative conservation, so that species do not reach threatened or endangered status. Once a species reaches the critical population level that requires listing as threatened or endangered, recovery efforts are very expensive, and also controversial. The CWCS and SWAP focus on protecting habitat of the Species of Greatest Conservation Need

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<sup>102</sup> State of New Mexico. (2013). *New Mexico state hazard mitigation plan*. Santa Fe: State of New Mexico.

<sup>103</sup> New Mexico Department of Game and Fish (NMDGF). (2006). *Comprehensive wildlife conservation strategy for New Mexico*. Santa Fe, NM: NMDGF. Available at [https://iwjv.org/sites/default/files/nm\\_swap\\_1.pdf](https://iwjv.org/sites/default/files/nm_swap_1.pdf).

<sup>104</sup> New Mexico Department of Game and Fish (NMDGF). (2016). *State wildlife action plan for New Mexico*. Santa Fe, NM: NMDGF. Available at <http://www.wildlife.state.nm.us/download/conservation/swap/New-Mexico-State-Wildlife-Action-Plan-SWAP-Final-2017.pdf>.

<sup>105</sup> New Mexico Wildlife Conservation Act of 1974, NMSA 1978, §§ 17-2-37 to 17-2-46.

<sup>106</sup> Sections 19.33.2 to 19.34.7 NMAC.

(“SGCN”).<sup>107</sup> Forest restoration projects such as those that GRAWUIWG partners carry out across the NSM landscape can contribute to wildlife conservation by improving habitat for many wildlife species in the region.

### Regional Plans and Policies

#### *Lincoln National Forest Plan*

The Lincoln National Forest’s current forest plan was issued in 1986.<sup>108</sup> In 2016, the LNF began a process of plan revision, a statutorily required periodic review of its forest plan.<sup>109</sup> Plan revision generally takes about four years to complete, and it is anticipated that the Revised Forest Plan for the LNF will be completed in 2019.<sup>110</sup> The revised plan will be substantially different than the original plan, given the changes in forest conditions and forest management over the more than 30 years since the original plan was issued. The new plan will certainly place more emphasis on restoration, fuel reduction, and collaboration, all objectives of the GRAWUIWG.

#### *Stronger Economies Together Initiative*

The South Central Mountain Economic Development Association (“SCMEDA”) has a plan<sup>111</sup> modeled on the USDA Rural Development’s Stronger Economies Together (“SET”) initiative.<sup>112</sup> The SET program builds local capacity based on regional economic strengths, including capitalizing on the region’s rich natural resource base, and promoting renewable energy and forest products development. The plan identifies four areas of competitive advantage and targets these for future economic growth. These include expanding tourism and recreation rooted in the area’s cultural heritage; capitalizing on the region’s rich natural resource base, including forest and wood products, agriculture, and energy production; expanding the

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<sup>107</sup> A species is added to the SGCN list if it is declining, vulnerable, endemic, disjunct and/or keystone.

<sup>108</sup> USFS. (1986). *Lincoln National Forest land and resource management plan*. Alamogordo, NM: Lincoln National Forest. *See also* Footnote 15.

<sup>109</sup> National Forest Management Act of 1976, 16 U.S.C. §§ 1600 to 1687 (2016); National Forest System Land Management Planning, 36 C.F.R. §§ 219.1 to 219.62 (July 1, 2016). *See also* Footnote 15.

<sup>110</sup> USFS–LNF. *Plan Revision: Timelines*. Available at <https://www.fs.usda.gov/detail/lincoln/landmanagement/planning/?cid=stelprd3814309>.

<sup>111</sup> South Central Mountain Economic Development Association (SCMEDA). (2016). *New Mexico stronger economies together: Economic development plan*. Carrizozo, NM: SCMEDA.

<sup>112</sup> USDA Rural Development. (2017). *Stronger economies together*. Available at <https://www.rd.usda.gov/about-rd/initiatives/stronger-economies-together>.

workforce by attracting small corporations and light industry to the area; and providing biomedical and biotechnical services. The regional plan links Lincoln County, the Mescalero Apache Reservation, and Otero County, and is one of nine SET planning regions in New Mexico, coordinated by New Mexico State University and the Western Rural Development Center at Utah State University.<sup>113</sup> About 300 civic, community and business leaders met regularly for one year to develop the South Central Mountain plan collaboratively.

#### *Otero County Community Wildfire Protection Plan*

The southwestern part of the GRAWUIWG project area is in Otero County, which has a Community Wildfire Protection Plan (“CWPP”),<sup>114</sup> most recently updated in 2014. Like Lincoln County, Otero County is at high risk of a wildfire; there were more than 1,000 fires in the county from 1987 to 2012. Over 468,000 acres in the county have undergone fuel reduction treatments. Nevertheless, of 18 communities in the county that were assessed, six are at extreme risk of fire hazard, ten are at high risk, and two are at moderate risk.<sup>115</sup> Mescalero is assessed as a high risk community for wildfire hazard.

#### County Plans and Policies

##### *Lincoln County Comprehensive Plan*

The Lincoln County Comprehensive Plan (“LCPP”)<sup>116</sup> identifies several issues that impede an effective response to wildfires, including the lack of regulations requiring residents to maintain defensible space around their homes, no on-site source of water to fight fires in many areas, limited access to many subdivisions creating bottlenecks in entering and exiting, and

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<sup>113</sup> Moorman, J. (2017, Jun. 15). NM communities participate in Stronger Economies Together program. *Deming Headlight*. Available at <http://www.demingheadlight.com/story/news/2017/06/15/nm-communities-participate-stronger-economies-together-program/401678001/>.

<sup>114</sup> Amato, V., & Stropki, C. (2014). *Otero County community wildfire protection plan*. Albuquerque, NM: SWCA Environmental Consultants. Available at [http://www.emnrd.state.nm.us/SFD/FireMgt/documents/Otero\\_County\\_CWPP\\_Final\\_sigs.pdf](http://www.emnrd.state.nm.us/SFD/FireMgt/documents/Otero_County_CWPP_Final_sigs.pdf).

<sup>115</sup> Communities at extreme risk are Cloudcroft, Sunspot, Bent, Mayhill, Timberon and the U.S. Highway 82 Corridor; communities at high risk are La Luz, Burro Flats, High Rolls/Mountain Park, Mescalero, Dungan VFD District, Weed, Sixteen Springs, Cox Canyon, James Canyon, and Dry Canyon; communities at moderate risk are Alamogordo and Tularosa, both located in the Tularosa Basin outside of the forested area.

<sup>116</sup> Sites Southwest, LLC. (2007). *Lincoln County comprehensive plan*. Carrizozo, NM: Lincoln County. Available at [http://www.lincolncountynm.gov/wp-content/uploads/2017/12/Final\\_Comp-2.pdf](http://www.lincolncountynm.gov/wp-content/uploads/2017/12/Final_Comp-2.pdf).



private roads that do not connect to public roads, blocking access and evacuation routes.<sup>117</sup> The Plan identifies the GRAWUIWG as responsible for coordinating a response to the fire threat. The Plan also establishes County goals, including promoting sustainable harvesting of timber as a fire protection measure and working with federal agencies to address the potential for floods following wildfires.

#### *Lincoln County Multi-Jurisdictional Hazard Mitigation Plan*

The Lincoln County Multi-Jurisdictional Hazard Mitigation Plan (“LCMJHMP”)<sup>118</sup> was issued in 2017, updating the county’s first All Hazard Mitigation Plan (“LCAHMP”), which was issued in 2012. The 2017 Plan identifies wildfire as among the highest hazard risks in the county. From 2010 to 2016, wildfires represented, by far, the highest costs for damages, topping \$31,000,000 in the county.<sup>119</sup> The second most costly category of disaster was severe winter storms, which cost \$1,000,000 over the same period. The county has made a major effort to mitigate the wildfire hazard for over a decade. Over 50,000 acres of forested land have been treated for fuels reduction and many homeowners have created defensible space around their homes.

#### *Lincoln County Community Wildfire Protection Plan*

The Lincoln County CWPP was originally prepared and signed in 2008,<sup>120</sup> and an update was issued in 2014.<sup>121</sup> Priority areas for fuel reduction projects include communities identified as at risk by NMSF, USFS and Lincoln County; tribal lands near Ruidoso; private landholdings larger than 10 acres; untreated areas adjacent to treated areas; areas near infrastructure (roads,

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<sup>117</sup> *Lincoln County comprehensive plan*, p. 23. *Idem*, See footnote 116.

<sup>118</sup> SZ Enterprises Environmental Consulting. (2017). *2017 multi-jurisdictional hazard mitigation plan: Village of Ruidoso, Lincoln County, including City of Ruidoso Downs, Town of Carrizozo, Village of Capitan, and Village of Corona*. Available at <https://static1.squarespace.com/static/57cf2dbf1b631b3eb2d911db/t/5890caf320099e5e9e84ac67/1485884158732/2017+HMP+Update+-+Draft+1.pdf>.

<sup>119</sup> The three largest fires from 2010 to 2016 were the White fire, which burned 10,000 acres in April, 2011; the Donaldson fire, which burned 101,563 acres in June, 2011; and the Little Bear fire, which burned 44,330 acres and 250 structures in June, 2012.

<sup>120</sup> *Lincoln County community wildfire protection plan*. *Idem*, See footnote 12.

<sup>121</sup> South-Central Mountains Resource Conservation & Development Council, Inc. (SCMRC&D). (2014). *Lincoln County New Mexico community wildfire protection plan, 2014 update*. Carrizozo, NM: SCMRC&D.

utility rights-of-way, evacuation routes, wells, schools, radio towers, wildlife habitat, commercial properties); untreated SLO lands; impaired and critical watersheds; and highly populated areas.

A CWPP provides communities with the opportunity to influence fuel reduction projects within their jurisdiction. A CWPP exerts influence over federal agencies in planning and executing fuel reduction on federal lands, and also how federal funds are distributed on non-federal lands.<sup>122</sup>

### *Lincoln County Open Burning Ordinance*

Lincoln County has an Open Burning Ordinance<sup>123</sup> that applies to all unincorporated areas in the county. The ordinance regulates how fires must be handled, including extinguishing all fires, proper disposal of ashes, burning garbage, and agricultural burning. The County Manager or Emergency Services Director may also impose additional restrictions during critical fire weather conditions, and the Board of County Commissioners can declare a fire danger emergency and prohibit all open fires under severe conditions.

### Local Plans and Policies

#### *Village of Ruidoso Fire Ordinance*

Chapter 42 of the Ruidoso Municipal Code includes the Village of Ruidoso Fire Ordinance.<sup>124</sup> The Village Fire Marshall is responsible for enforcing the fire ordinance. Article III specifies standards for fire safety and fire handling. The ordinance regulates handling fires, disposal of ashes, and restrictions on open fires, and authorizes the fire chief, director of forestry, and planning administrator to notify private landowners of the need to remove hazardous vegetation.

Section 42-80 of the Ruidoso Municipal Code is the Fuels Management Standards.<sup>125</sup> The purpose of the standards is to reduce the potential for a catastrophic crown fire within the Village, while maintaining the character of the Village by preserving as much of its forested appearance as possible. The goal is to retain a tree density of 40 square foot basal area per acre

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<sup>122</sup> Griego, D., et al. *New Mexico communities at risk assessment plan*, p. 3. *Idem*, See footnote 3.

<sup>123</sup> Lincoln County Open Burning Ordinance, No. 2017-03, April 18, 2017.

<sup>124</sup> Village of Ruidoso Fire Ordinance, Ordinance 2009-01, codified at Sec. 42-1 to 80.

<sup>125</sup> Village of Ruidoso Fuel Management Standards, Ordinance 2013-06, codified at Sec. 42-80.

within the Village. The ordinance requires all properties to meet specified standards to protect structures and properties within the Village from a wildfire.

#### *Village of Ruidoso Community Wildfire Protection Plan*

The Village of Ruidoso issued a CWPP<sup>126</sup> in 2004. The CWPP was a project of the GRAWUIWG, and represents collaborative planning and implementation of common treatment priorities. These include implementing fire mitigation utilizing the best available science, restoring and monitoring forest ecosystems and watershed to maintain forest health and protect communities, engaging private enterprise in forest-based economic development, and maintaining a tourism-based economy that provides a high quality of life in forested areas. The Village of Ruidoso adopted the CWPP on October 12, 2004;<sup>127</sup> however, today the Village operates under the Lincoln County CWPP.

#### *Ruidoso Wildland Fire Action Guide*

The Village of Ruidoso also publishes a guidance document, the Wildland Fire Action Guide,<sup>128</sup> in coordination with the International Association of Fire Chief's ("IAFC") Ready, Set, Go! program.<sup>129</sup> The guide includes detailed tips for homeowners on preparing their homes to resist a wildfire, and information on planning for a fire event.

#### *Upper Hondo Soil & Water Conservation District Land Use Policy Plan*

The Upper Hondo SWCD has a Land Use Policy Plan, adopted in 2015.<sup>130</sup> The plan states that law and "mutual good" require that government agencies carrying out conservation projects, such as flood control or wildlife enhancements, should coordinate with the Upper Hondo SWCD. The Land Use Policy Plan is the vehicle that guides how coordinated activities

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<sup>126</sup> GRAWUIWG, Greater Ruidoso Area Community Wildfire Protection Plan (2004), *See* <http://www.emnrd.state.nm.us/SFD/FireMgt/documents/RUIDOSO.pdf>.

<sup>127</sup> Village of Ruidoso Resolution 2004-24.

<sup>128</sup> *Ruidoso Fire Department. Ready, set, go! Wildland fire action guide. See* <https://static1.squarespace.com/static/57cf2dbf1b631b3eb2d911db/t/590c8fc06a4963faa86bfb88/1493995919710/Ruidoso+Wildland+Fire+Action+Guide.pdf>.

<sup>129</sup> *Ready, Set, Go!* See <http://www.wildlandfirersg.org/>.

<sup>130</sup> Upper Hondo SWCD. (2015). *Land use policy plan*. Capitan, NM: Upper Hondo SWCD. Available at [http://upperhondoswcd.org/pdf/Upper\\_Hondo\\_Land\\_Use\\_Plan\\_Final.pdf](http://upperhondoswcd.org/pdf/Upper_Hondo_Land_Use_Plan_Final.pdf).

should proceed to ensure viable conservation outcomes. One area of coordination covered in the plan is wildfire prevention and management. The plan states that “detrimental and beneficial outcomes of fire regimes need to be determined on the greater landscape within the Upper Hondo SWCD boundaries.”<sup>131</sup>

## **VIII. Landscape Restoration Strategy**

The purpose of the GRAWUIWG is to coordinate landscape level treatment projects, which then will be carried out by collaborators. Individual collaborators can seek funding and carry out the treatment projects to restore the landscape in accordance with this strategy. Multiple collaborating organizations may coordinate landscape treatments as well, across property boundaries, to facilitate large landscape restoration and cost sharing. The GRAWUIWG may also seek funding to support cross-boundary fuel reduction treatments.<sup>132</sup>

Healthy forest policies and agency practices have promoted vegetation treatments to address the increased risk of wildfire. Mechanical thinning of trees, mastication, prescribed burning, and managed wildfires aim to remove many of the small diameter trees that increase the risk of damaging crown fires, and promoting restoration of grasslands and desired conditions for forest ecosystems.

The USFS model for desired conditions in the Southwest is presented in the GTR-310 document published by the USFS’s Rocky Mountain Research Station (“RMRS”).<sup>133</sup> This document applies to frequent-fire Ponderosa pine and mixed conifer ecosystem. The predominant feature of the desired conditions model is a forest with small clumps of trees of various age and size classes, with substantial open grasslands in between, and returning frequent low-intensity fires to the management regime. This is the model for many of the forests on the project area.

Recent fires in Lincoln County (such as the Donaldson fire in 2011 and the Little Bear fire in 2012) highlight the need for treatments to reduce fuel loads. Local and federal agencies in Lincoln County have focused on restoration in WUI areas, but much work remains, especially in

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<sup>131</sup> Upper Hondo SWCD *Land use policy plan*, § 4.2-10, p. 52. *Idem*, See footnote 130.

<sup>132</sup> Since the GRAWUIWG is an informal collaborative organization and is not legally incorporated as a nonprofit or association.

<sup>133</sup> *Restoring composition and structure in Southwestern frequent-fire forests*. *Idem*, See footnote 27.

higher elevation densely vegetated areas. Additionally, reducing fuel loads alone is only one part of a comprehensive restoration strategy. Water quantity and quality, including the threat of post-fire flooding, affects many communities in the county and within the project area. Treating vegetation beyond the communities themselves would address critical water issues, and implementing activities such as forest treatments, stream stabilization, and range management practices on a larger scale would benefit Lincoln County communities substantially.

Effective planning and implementation of vegetative treatments across a landscape requires effective collaboration among all landowners in a watershed or other ecological unit. Involvement, support and buy-in of multiple landowners to collaborative decisions is key to implementing effective landscape restoration. However, collaboration adds complexity to treatment projects as objectives, communications, capacity, regulations and resources vary by landowner. In addition, many private forestland owners in Lincoln County are absentee owners. Greater project complexity leads to time consuming, costly and at times frustrating collaborative efforts needed to accomplish these projects. Even if local jurisdictions support these efforts, funding to accomplish this work across federal, state, county and municipal agencies requires a knowledgeable and dedicated set of practitioners to work their way through the complicated requirements necessary to raise funds. Working with collaborative groups spreads out the costs associated with fundraising, including the need to keep abreast of funding opportunities, to write funding proposals, and to manage funds that are acquired. In many areas, this latter need is the most crucial, as difficulties in carrying out treatment projects often leads to delays and funding that is allocated is not spent within the specified time periods.

Moreover, today much of the available funding and interest is dedicated to initial treatment of degraded forestlands. Money and efforts to maintain treated landscapes is an area that is emerging as a significant need in the overall forest restoration program. Across New Mexico, there remains hundreds of thousands of acres that are still untreated, but within each forested county, as more acres are treated, the imperative to maintain those acres through occasional prescribed burns, managed wildfires or mechanical thinning will increase.

### Collaboration

The GRAWUIWG uses a collaborative approach to guide forest management across large landscapes. The partnering organizations that have joined together to create and implement

Greater Ruidoso Area WUI Working Group  
North Sacramento Mountain Watershed and Forest Restoration Strategy

a restoration strategy for the landscapes of the NSM include the Capitan District of the New Mexico State Forestry Division; the USFS, Lincoln National Forest and the Smokey Bear Ranger District; the Mescalero-Apache Tribal Division of Resource Management; the BIA, Mescalero Agency; the Village of Ruidoso Forestry Department; the Upper Hondo Soil and Water Conservation District; the Carrizozo Soil and Water Conservation District; the Little Bear Forest Reform Coalition; the Lincoln County Ecoservants; and the South Central Mountains RC&D. See Appendix A for more information on collaborators.

Collaborators in the GRAWUIWG believe that a more inclusive collaborative process is likely to produce better results. As a result, collaborators welcome new members to expand the range of interests represented and the perspectives expressed in discussions and decisions on land management issues. The GRAWUIWG invites additional organizations to participate in the group's regular meetings. Organizations representing business interests often are underrepresented in collaborative landscape restoration organizations. Greater participation from the business community would enhance the work of the GRAWUIWG. Organizations representing recreation businesses, ranchers and farmers, forest industry, and real estate would add to the GRAWUIWG's capacity. Conservation organizations, including wildlife organizations, also would enhance discussions, as would participation by state agencies such as the NMDG&F, the Office of the State Engineer ("OSE") and the SLO. Participation by local, state and federal political representatives also would enhance the work of the GRAWUIWG. The GRAWUIWG recognizes the importance of communication with political leaders as well, and village and county representatives as well as staff members for state and federal representatives would add to planning and managing forest restoration in Lincoln County.

The work of the GRAWUIWG and its collaborators does not only benefit communities within the project area, but it also enhances water and recreational resources for communities outside the project area.

### Vision, Mission and Goals

The mission of the GRAWUIWG is to promote ecological integrity, natural processes and long-term landscape resiliency, while supporting and sustaining the values of southcentral New Mexico's diverse human communities through ecological restoration efforts that create

healthy ecosystems upon which economic productivity depends, and which will be leveraged to full advantage to support long-term ecological health.

The vision is to create a landscape in which fire plays a role in maintaining healthy forests and functioning watersheds. In order to reach this vision, collaborators will have to restore the landscape to desired conditions, creating resilient forest and grassland ecosystems. Restoration requires reducing the fuels on much of the land within the project landscape boundaries, and maintaining the treated landscapes through periodic use of forest thinning, prescribed fires and managed wildfires. Once the landscape reaches conditions of a healthy forest and watershed, social and economic conditions within the area will be enhanced, due to more reliable sources of water, greatly reduced risk of catastrophic wildfires, and more knowledge among residents and visitors about maintaining communities and properties that are resilient and that can resist and prevent catastrophic wildfires.

The goals of the GRAWUIWG are

- (1) Prepare and implement a landscape restoration strategy that coordinates the plans and activities of various landowners, managers and organizations in the NSM, including portions of the Sacramento, Capitan, Jicarilla and Vera Cruz mountain ranges.
- (2) Prioritize forest restoration and forest health projects in the defined project area for the GRAWUIWG.
- (3) Coordinate forest restoration and forest health projects for mutual benefits.

#### National Environmental Policy Act

The GRAWUIWG supports forest restoration strategies that follow the processes applied in the National Environmental Policy Act (“NEPA”).<sup>134</sup> A NEPA analysis of potential environmental impacts is necessary for all projects carried out on the LNF, the Mescalero Apache Reservation, and other federal lands in the project area, as well as projects that receive federal funding or otherwise have a federal nexus. An analysis engages the public and other agencies and organizations in the decision-making process, and can be time consuming. Under NEPA, projects that will have a significant impact on the environment must be preceded by an Environmental Impact Statement (“EIS”), which can take three or four years to complete. Projects that are determined not to have a significant impact require a less cumbersome, but still

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<sup>134</sup> National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321 to 4370m (2016).

time consuming Environmental Assessment (“EA”), and projects that meet certain requirements can be granted a Categorical Exclusion (“CE”), a streamlined analysis process that can be applied when outcomes are predictable and will not have a significant effect on the environment. Completing a CE still requires some analysis and opportunities for public participation.

Federal land managers strive to complete NEPA analyses on lands in need of fuel reduction treatments. Once a NEPA analysis is complete, it remains valid unless conditions change and a project is likely to have a more significant environmental impact. Collaborative groups such as the GRAWUIWG can assist federal managers with NEPA clearances by raising funds to pay for the analyses and coordinating public participation and consultation activities. Having NEPA-cleared parcels in their districts allows land managers to initiate fuels treatment projects when the proper conditions arise and funding becomes available.

### Treatment Options

Forest managers have a variety of tools available to treat forests for restoration purposes. The most common are mechanical thinning, prescribed fires, and managed wildfires.<sup>135</sup> Mechanical thinning can be carried out in a variety of ways. Large machinery can be used to harvest and process timber, chainsaws can be used in sensitive areas or areas that machinery cannot access, and non-mechanized techniques can be used in especially sensitive or legally protected areas, with proper precautions. Thinning can be commercial, if the product can be utilized productively, or can be carried out to meet forest management objectives. If material is not utilized, removing or burning slash can be a problem on treated areas. Biological or chemical treatments may also be used to reduce hazardous fuels. Often, a prescription will include a prescribed burn following mechanical treatment to restore fire-dependent conditions.

Fire is also a valuable tool for carrying out restoration treatments. Since fire is a natural part of the life-cycle of many Southwestern forests, using fire as a management tool to mimic natural processes can accomplish management goals on a larger scale at a lower cost. Fire may be the only realistic option in some situations, such as steep slopes or areas with legal protections. Carefully planned and executed prescribed burns can treat relatively large landscapes effectively. Managing the smoke from prescribed fires, particularly near populated

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<sup>135</sup> *National action plan. Idem, See footnote 89.*



areas, is a concern for managers, as is preventing a fire from escaping and burning beyond the planned area. If a fire inadvertently crosses a property boundary, or worse if it burns structures and areas that humans value, it can lead to protracted and costly legal battles as well as resentment in local populations. Managing natural ignitions is another means of using fire as a restoration tool. When an ignition occurs, a determination is made whether the fire can be managed for resource benefits, or if conditions are such that it is best to extinguish the fire quickly. Many considerations go into this decision. Understanding the landscape, knowing the conditions in the forests, and having up-to-date information on current and predicted weather assists in making a decision on a managed wildfire.

The primary goal of many treatments planned by the USFS is to reduce the hazardous fuel load on forested lands. Many small-diameter trees present a high risk of high-intensity, fast-spreading wildfires, especially under dry, windy weather conditions.<sup>136</sup> Restoring landscapes to mimic the historic range of variability that existed before intensive efforts were made to suppress wildfires requires removing a large number of small-diameter trees on many previously untreated or unburned forest stands within the project area. Treating forests to reduce hazardous fuel loads is of highest importance to protect structures and infrastructure in WUI areas and to protect important watersheds, such as those that supply water to urban residents.<sup>137</sup>

Treatments can accomplish other goals as well. Increasing resiliency to insect and disease attacks can be an independent goal, especially in stands that are vulnerable to such attacks, or it can be a goal that complements fuel reduction. Restoring wildlife habitat and providing suitable habitat for species of concern can coincide with fuel reduction treatments in some cases as well. In other cases, protecting habitat for endangered or threatened species may preclude treatments, under ESA regulations and policies. Protecting cultural resources is necessary as well, and

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<sup>136</sup> Generally, when vegetation is drier it is more susceptible to fire. Hot weather, longer dry seasons, and extended drought thereby create a greater risk of catastrophic wildfire. More trees on the landscape also can lead to drier vegetation, as more trees are sharing the same amount of water. This has been compared to “more straws in the punchbowl.” More trees transpire more water and leave each individual with less water. While weather and climate conditions are major drivers in creating large, catastrophic wildfires, the factor that humans can manipulate is thinning fuel.

<sup>137</sup> The Healthy Forests Restoration Act of 2003 requires the USFS to develop programs of work that “give priority to authorized hazardous fuel reduction projects that provide for the protection of at-risk communities or watersheds.” HFRA, 16 U.S.C. § 6513. *Idem*, See footnote 62.

treatments may enhance cultural resource protection, or in some cases protecting cultural resources may preclude treatments.

Protecting water resources and watersheds can be another priority goal of vegetation treatments. Areas near municipal water storage reservoirs and water treatment plants must be managed with special care to maintain water quality and to protect investments in water treatment facilities.<sup>138</sup> A catastrophic wildfire in a watershed uphill from water storage and treatment facilities can be especially damaging, particularly as a result of post-fire effects, such as flooding and debris flows. Critical reservoirs cover 46 acres of surface area in the NSM, and include Grindstone Lake, Alto Reservoir, Bonito Lake and Eagle Lake.

Once treatments are complete, they must be maintained to perpetuate a fire-dependent landscape. After about a decade, new vegetative growth can reduce the value of a treatment to mitigate a fire hazard. To date, maintenance treatments have not been prioritized, as so many acres are in need of initial treatments. Increasingly in the future, however, managed wildfires and prescribed burns will play an important role in maintaining healthy fire-dependent forests and watersheds.

### Previous Treatments

Previous treatments in the GRAWUIWG project area are shown on the focus area maps in Appendix B. An interactive map of previous treatments can be viewed on the New Mexico Forest and Watershed Restoration Institute's Vegetation Treatments webpage.<sup>139</sup> This website shows all reported previous, underway and planned vegetation treatments statewide, including within the GRAWUIWG project area. Clicking on a specific treatment opens a box with information about the treatment, including date, size, method and landowner or manager.

The Village of Ruidoso Forestry Department operates an active forest restoration program for lands within the Village boundaries and adjacent areas, especially on watersheds that directly affect homes in the Village and lands owned by the Village. The boundaries of this area roughly include forested areas west of the Village, to the border of the Mescalero Reservation to the south, and private lands to the north and east of the Village. Within Ruidoso,

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<sup>138</sup> Bladon, K. D., Emelko, M. B., Silins, U., & Stone, M. (2014). Wildfire and the future of water supply. *Environmental science and technology* 48:8936–8943.

<sup>139</sup> NMFWR Vegetation Treatments Database. See <http://vegetationtreatments.org>.

fuel reduction or restoration projects have been completed on most quarter acre lots and on a lot of the land adjacent to the Village (See Appendix B, Ruidoso Village Forestry Compliance Map). Fires in the area of the Village also have served to restore some lands to more natural conditions. The Village currently is working on maintenance of treated areas.

There are approximately 13,500 acres within the Village limits and another 1,500 acres at the Sierra Blanca Regional Airport. The Village owns approximately 1,800 acres, most of which are heavily timbered and adjacent to schools, subdivisions, water tanks and other critical areas. In 2002, Ruidoso became a Firewise community and initiated a planned progression of fuels reduction projects on both public and private property within the Village boundaries. Ordinances were passed requiring fuels reduction on all properties within the Village boundaries. Since the initiation the village has systematically progressed through the Village subdivision by subdivision requiring landowners to thin their properties to reduce fuel concentrations. The first cycle of thinning has been completed, and about 85–90% of Village property and private property within Ruidoso has been thinned to the Village Fuels Management Standards. There are about 580 acres of timbered Village-owned property adjacent to the Airport that haven't been treated and are a threat to the investments at the airport.

From 2012 to the present there has been a major bark-beetle infestation in the village that has killed thousands of trees.<sup>140</sup> Much of the mortality has been in the areas that had already been thinned. Due to the mortality from the bark-beetle combined with the natural reproduction of conifers and sprouting of alligator juniper, much of the area is as much at risk for wildfire as it was when the process was begun.

### Maintenance of Treated Areas

Once fuel reduction or restoration treatments have been completed, the effects of the treatment should be monitored.<sup>141</sup> Monitoring is part of an adaptive management strategy, and allows forest managers to respond to needs as they become priorities. A treatment is not a

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<sup>140</sup> Vina, V. (2012, Jan. 26). Thousands of acres of trees dying in Lincoln National Forest: Forest officials say bark beetle to blame. El Paso, TX: KVIA Television. Available at <http://www.kvia.com/news/thousands-of-acres-of-trees-dying-in-lincoln-national-forest/53229715>.

<sup>141</sup> Murray, C., & Marmorek, D. (2003). Adaptive management and ecological restoration. In P. Freiderici (Ed.), *Ecological restoration of Southwestern ponderosa pine forests* (pp. 417–428). Covelo, CA: Island Press.

permanent solution to the problem of catastrophic wildfires. If a treated area is not maintained, it will regrow and present an increasing threat of wildfires. The need for maintenance can arise as soon as ten years after a treatment, in the absence of wildfires or additional treatments. The preferred means of maintaining a treatment, generally, is a prescribed burn.<sup>142</sup> The treated area should allow for a relatively safe and effective prescribed burn. If a fire is ignited by lightning in the years following a treatment, and conditions are suitable, another option is to manage the wildfire for resource benefits.

Maintenance is often overlooked as a part of a comprehensive forest restoration and management strategy. This is in part because the need for original treatments is so extensive, covering millions of acres, and limited resources exist to carry out these treatments. In addition, in many areas the first treatments are still relatively recent and maintenance treatments are not yet necessary. However, in the future, all treated areas will have a need for maintenance, and so increasingly maintenance will be a part of forest restoration planning.

## **IX. Grants**

Completing treatments is expensive. The GRAWUIWG and its partners will seek funding to support fuel reduction and restoration treatments within the project area. A variety of federal, state and private funding sources are available, each with its own targets and rules. Some funding must be spent on federal lands, others on private lands, and some can be spent on multiple jurisdictions. Many funding sources require matching funds from recipients, and many also only fund recipients working in collaborative groups.

Potential funding sources include:

- Collaborative Forest Restoration Program (“CFRP”), a New Mexico-specific program created by Congress in 2000,<sup>143</sup> provides grants to collaborative groups that are applied to planning (including NEPA analyses), implementation (including various treatments) and utilization (including purchasing equipment for forest operations) on federal, state, tribal, county or municipal forest lands.<sup>144</sup>

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<sup>142</sup> North, M., Collins, B. M., & Stephens, S. (2012). Using fire to increase the scale, benefits, and future maintenance of fuels treatments. *Journal of Forestry* 110(7):392–401.

<sup>143</sup> Community Forest Restoration Act, Pub. L. No. 106-393, Title VI, 114 Stat. 1625 (Oct. 30, 2000).

<sup>144</sup> See USFS. *Collaborative Forest Restoration Program*. Available at [https://www.fs.usda.gov/detail/r3/workingtogether/grants/?cid=FSBDEV3\\_022022](https://www.fs.usda.gov/detail/r3/workingtogether/grants/?cid=FSBDEV3_022022).

- Collaborative Forest Landscape Restoration Program (“CFLRP”), a national program that was modeled on the CFRP program, was created by Congress in 2009.<sup>145</sup> The purpose of the CFLRP is to encourage collaborative, science-based ecosystem restoration on forested landscapes. CFLRP grants provide up to \$4 million annually per project, for up to two projects each year in a USFS region. A project can be funded for up to ten years. CFLRP funds must be used on USFS lands.<sup>146</sup>
- The Natural Resource Conservation Service (“NRCS”) administers the Regional Conservation Partnership Program (“RCPP”) which supports forest, range and watershed restoration on private lands through the Environmental Quality Incentives Program (“EQIP”) and Conservation Innovation Grants (“CIG”). These programs work through partner organizations, such as farmer cooperatives or irrigation districts, that collaborate with producers. The NRCS also offers state, tribal and local governments and non-governmental organizations funding for range improvement and conservation through the Agricultural Conservation Easement Program (“ACEP”), and forest restoration and conservation for private and tribal landowners through the Healthy Forests Reserve Program (“HFPP”).<sup>147</sup>
- Joint Chief’s Landscape Restoration Partnership funds are available for landscape restoration projects that reduce wildfire threats, protect water quality and enhance wildlife habitat.<sup>148</sup> This program is a partnership between the USFS and the NRCS. Projects are funded for three years, and currently there are 28 active projects in 24 states and Puerto Rico. The agencies invest about \$32 million annually in these projects.
- New Mexico State Forestry Division offers grants annually for hazardous fuels mitigation projects.<sup>149</sup> WUI grants are awarded to support hazardous fuel reduction, information and education, and community and homeowner actions, and are administered by the Western Wildland Fire Prevention Committee (“WWFPC”). Governmental entities in an area covered by a CWPP or a FAP are eligible to apply. Applications must meet local needs and address improving wildfire prevention, reducing hazardous fuels, restoring fire-adapted ecosystems, or promoting community assistance. Non-Federal Lands (“NFL”) grants are for hazardous fuel treatments on any non-federal lands, including state and private lands. Grants are made to governmental entities which are at risk of a wildland fire due to nearby hazardous forest fuels. NFL funds come from the

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<sup>145</sup> Omnibus Public Land Management Act of 2009, Pub. L. No. 111-11, Title IV, 123 Stat. 991, 1141 (Mar. 30, 2009), codified as amended at 16 U.S.C. §§ 7301 to 7304 (2016).

<sup>146</sup> See USFS. *Collaborative Forest Landscape Restoration Program*. Available at <https://www.fs.fed.us/restoration/CFLRP/>.

<sup>147</sup> See USDA–NRCS. *Environmental Quality Incentives Program*. Available at <https://www.nrcs.usda.gov/wps/portal/nrcs/main/nm/programs/financial/eqip/>; *Regional Conservation Partnership Program*. Available at <https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/farmbill/rcpp/>; *Agricultural Conservation Easement Program*. Available at <https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/easements/acep/>; and *Healthy Forests Reserve Program*. Available at <https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/easements/forests/>.

<sup>148</sup> See USDA–NRCS. *Joint Chiefs’ Landscape Restoration Partnership*. Available at <https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/newsroom/features/?cid=stelprdb1244394>.

<sup>149</sup> See EMNRD–NMSFD. *Archival Grant Applications*. Available at <http://www.emnrd.state.nm.us/SFD/archivalgrantapplications.html>.

USFS, and generally are applied to projects on larger tracts of land, roughly areas over 1,500 acres.

- The Bureau of Indian Affairs administers the Reserved Treaty Rights Lands (“RTRL”) grants to reduce wildfire hazards and restore priority Tribal landscapes, including ancestral areas.<sup>150</sup> RTRL grants require significant cooperation, coordination and collaboration between Tribal entities and other stakeholders.
- The Water Trust Board (“WTB”) is a state agency under the New Mexico Finance Authority that addresses water issues in the state.<sup>151</sup> The WTB offers grants and loans through the Water Project Fund, created by the Water Project Finance Act.<sup>152</sup> Projects for watershed improvement qualify for WTB funds.
- The New Mexico Association of Counties (“NMAC”) offers grants through its Wildfire Risk Reduction Program for Rural Communities.<sup>153</sup> Grants can cover preparation of a CWPP, as well as fuel reduction, fire prevention and community outreach projects. Grants can be made to local governments and nonprofit entities.
- The National Forest Foundation (“NFF”) offers grants to non-profit organizations, tribes and universities aimed at improving organizational capacity, implementing forest restoration projects, and improving forest health and outdoor experiences.<sup>154</sup>
- The Sustainable Forestry Initiative (“SFI”) offers Conservation and Community Partnership grants, with a research focus.<sup>155</sup> The SFI has awarded 53 Conservation Grants and 49 Community Partnership Grants since 2010, totaling \$3.4 million. Projects address topics such as wildlife habitat improvement, biodiversity conservation, and forestry education.

These, and other sources of grant funding, offer the GRAWUIWG and its collaborators opportunities to support fuels reduction and forest restoration treatments in the NSM.

## **X. Communicating with the Public**

Building public support for fuel reduction projects, especially those involving the use of prescribed fire, is a challenge for all land management agencies and others working to reduce the risk of catastrophic wildfires. For decades, the public has been told—relentlessly—that wildfires

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<sup>150</sup> See BIA. Fiscal Year 2015 *Reserved Treaty Rights Lands Plan*. Available at <https://www.bia.gov/sites/bia.gov/files/assets/public/pdf/idc1-030969.pdf>.

<sup>151</sup> See NM Finance Authority. *Water Project Fund*. Available at <https://www.nmfa.net/financing/water-programs/water-project-fund/>.

<sup>152</sup> Water Project Finance Act of 2001, NMSA 1978 §§ 72-4A-1 to 72-4A-11.

<sup>153</sup> See NM Association of Counties. *Wildfire Risk Reduction Program for Rural Communities*. Available at <http://www.nmcounties.org/homepage/local-state-and-federal-collaboration/fire/>.

<sup>154</sup> See NFF. *Grant Programs and Resources*. Available at <https://www.nationalforests.org/grant-programs>; and *Matching Awards Program*. Available at <https://www.nationalforests.org/grant-programs/map>.

<sup>155</sup> See SFI. *Conservation and Community Partnerships Grant Program*. Available at <http://www.sfiprogram.org/archives/conservation-community-partnerships-grant-program/>.

are a danger and something to be avoided, and the USFS and other wildland firefighting agencies have reinforced this perception by aggressively suppressing wildfires when they do break out. This complicates the goal of reintroducing fire onto the landscape.

One goal of the GRAWUIWG is to increase awareness in the region of the important role that fire plays in maintaining healthy forests, especially in Ponderosa pine and mixed conifer ecosystems. Reintroducing fire at regular intervals in the forests of the NSM is an important part of forest restoration. Managing the impacts of smoke in WUI areas will be one challenge of prescribed fires for forest restoration. The GRAWUIWG can assist with smoke management through community education programs on the reintroduction of fire to the landscape.

A second goal is to maintain a viable logging and wood products industry in the region and in the state. Utilizing wood that is removed from the forest, especially small diameter material, is a significant challenge that goes hand-in-hand with forest and watershed restoration. If forest products companies cannot make money removing and utilizing timber, then they will not bid on contracts to carry out treatments. Without companies that can contract to carry out forest restoration work, the collaborators in the GRAWUIWG have few options to complete fuel reduction treatments and restoration.

The GRAWUIWG was part of a team that organized the Sacramento Mountain Wood Industry Summit in April, 2016, held in Ruidoso.<sup>156</sup> The summit brought together forest managers and wood products company owners to discuss issues in forest restoration. This is a productive—and necessary—form of collaboration that can produce tangible benefits in the forest restoration process. Currently, the GRAWUIWG is collaborating with other organizations to organize a second event, the New Mexico Wood Industry Summit, to take place in November, 2018 in Ruidoso. The GRAWUIWG will participate in coordinating future events in collaboration with the South-Central Mountains RC&D and other community and economic development organizations, to advance forest and watershed restoration in the SCM.

A third goal is to encourage and assist homeowners to take steps to reduce the risk to their property from a wildfire. Collaborators assist landowners with Firewise practices, creating defensible space around homes. This is especially important within the high population density

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<sup>156</sup> Maue, L. (2016, April 5). Sacramento Mountain wood industry summit provides opportunities to area agencies. *Ruidoso News*. Available at <http://www.ruidosonews.com/story/money/business/2016/04/05/sacramento-mountain-wood-industry-summit-provides-opportunities-area-agencies/82601970/>.

Greater Ruidoso Area WUI Working Group  
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areas around Ruidoso and Ruidoso Downs. The Village of Ruidoso Forestry Department and the GRAWUIWG have put a lot of effort into assisting homeowners to protect their property, and will continue to maintain a healthy urban forest for fire safety. Education and assistance focusing on homeowners outside of the populated areas can assist them in clearing and maintaining defensible space around their homes.



## **Appendix A Collaborators in the Greater Ruidoso Area WUI Working Group**

Collaborators in the North Sacramento Mountains Landscape Restoration Working Group include public and private entities in or near the project focus area. Collaborators met in 2016 and 2017 to prepare this strategy document.

Collaborators in the Greater Ruidoso Area WUI Working Group include many organizations that participated in the NSMLRWG. GRAWUIWG collaborators generate information that strengthens decision-making, assist with fundraising for forest treatment projects, and furnish services that facilitate the goals and mission of the collaborative group. Collaborators may also benefit from ecosystem services that are enhanced by restoration projects, such as improved recreational opportunities, including hunting and fishing, and increased water quantity and improved water quality.

Collaborators in the GRAWUIWG include the following organizations:

- U.S. Forest Service

The USFS, a federal agency in the Department of Agriculture, is responsible for managing the nation's national forests and national grasslands. The USFS manages its lands under a multiple use approach, producing timber, grazing, recreation, watershed protection and wildlife on national forests. Personnel from both the LNF Supervisor's Office in Alamogordo and the Smokey Bear Ranger District Office in Ruidoso participate in the GRAWUIWG.

The Smokey Bear Ranger District is located in Lincoln County, with offices in Ruidoso. The USFS actively manages the forests in the Smokey Bear Ranger District, with a focus on reducing fuels that have the potential to create catastrophic wildfires, restoring ecosystem and watershed functioning, and protecting habitat for wildlife.<sup>157</sup>

- Mescalero Apache Tribe

The Mescalero Apache Tribe's reservation is located in the central Sacramento Mountains, to the south of Ruidoso and the Smokey Bear Ranger District. The Mescalero Apache Tribal Government includes a Natural Resources Department ("NRD"). The NRD

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<sup>157</sup> For more information, visit <http://www.fs.usda.gov/Lincoln>.

includes sections covering cattle growers, conservation law enforcement, a fence crew, a fish hatchery, and the Parks and Recreation Department. The Department also has the Division of Resource Management and Protection, the Land Office, and the Mescalero Apache Fire & Rescue. The Mescalero Apache Tribal Government and NRD collaborate with the Bureau of Indian Affairs to manage the forests and resources on the Mescalero Reservation.<sup>158</sup>

- Bureau of Indian Affairs

The BIA is a federal agency in the Department of the Interior. The mission of the BIA is to “enhance the quality of life, to promote economic opportunity, and to carry out the responsibility to protect and improve the trust assets of American Indians, Indian tribes, and Alaska Natives.” The BIA has an office in Mescalero, NM, and collaborates with the Mescalero Apache Tribe on natural resources management on the Mescalero Apache Reservation.<sup>159</sup>

- New Mexico State Forestry Division

The NMSFD is a state agency, one of five housed in the EMNRD. NMSFD is responsible for regulating management of the state’s forests located on private lands. The State Forestry Division is under the direction of the State Forester. Personnel from NMSFD’s district office located in Capitan work with private landowners within the project area of the GRAWUIWG on managing their forests for various objectives, and to reduce fuel in forests to protect wildland-urban interface areas from the risk of wildfires.<sup>160</sup>

- Village of Ruidoso Department of Forestry

As a mountain community, much of the Village of Ruidoso is forested and the village is surrounded by forests as well. The Village of Ruidoso Department of Forestry manages the urban forest within the village as well as village-owned forest lands in the surrounding area. The goal of the department is to address forest health challenges and protect the community from the potential catastrophic effects of wildfire. The Ruidoso Department of Forestry actively works to

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<sup>158</sup> For more information, visit <http://mescaleroapachetribe.com/>.

<sup>159</sup> For more information, visit <http://www.bia.gov/WhoWeAre/RegionalOffices/Southwest/index.htm>.

<sup>160</sup> For more information, visit <http://www.emnrd.state.nm.us/SFD/districts/Capitan.html>.

promote and implement fire-wise practices on village land and on private property within the village.<sup>161</sup>

- Upper Hondo Soil & Water Conservation District

The Upper Hondo Soil & Water Conservation District SWCD was founded in 1941, and has its office in Capitan, NM. Like other SWCD's, Upper Hondo SWCD is a political subdivision of the State of New Mexico. The purpose of the Upper Hondo SWCD is to provide farmers, ranchers, and small-tract urban land owners information about the conservation of natural resources and opportunities to take advantage of programs to improve soil and water quality. The Upper Hondo SWCD offers technical, cost-share, and educational assistance to residents within its service area.<sup>162</sup>

- Carrizozo Soil & Water Conservation District

The Carrizozo SWCD, with offices in Carrizozo, NM, serves landowners in the western part of the GRAWUIWG project area. The Carrizozo SWCD is a political subdivision of the State of New Mexico. The Carrizozo SWCD assists farmers and ranchers in conservation and soil and water quality. The Carrizozo SWCD offers technical, cost-share, and educational assistance to residents within its service area.

- Lincoln County Land and Natural Resources Advisory Committee

The Lincoln County Land and Natural Resources Advisory Committee ("LANRAC") was formed to advise the County Commissioners on land use issues. The Committee meets monthly at the Lincoln County Courthouse in Carrizozo. Members of the LANRAC participate in meetings on the Lincoln National Forest's Plan Revision.<sup>163</sup>

- Little Bear Forest Reform Coalition

The Little Bear Forest Reform Coalition ("LBFRC") was formed following the 2012 Little Bear Fire. The LBFRC, which is based in Ruidoso, NM, seeks to promote policies that

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<sup>161</sup> For more information, visit <https://www.ruidoso-nm.gov/forestry/>.

<sup>162</sup> For more information, visit <http://upperhondoswcd.org/index.html>.

<sup>163</sup> For more information, visit <https://www.lincolncountynm.gov/committees/lanrac/>.

improve forest health and wildfire prevention in Lincoln County and Mescalero. The Coalition develops programs aimed at educating the public about forest policy and providing recommendations for forest policy reform.<sup>164</sup>

- Lincoln County EcoServants

Lincoln County EcoServants is a 501(c)(3) non-profit organization based in Ruidoso that brings Americorps volunteers to work on service projects in the county. EcoServants mentor students in environmental stewardship and engage military families in community service. Projects include building and maintaining trails in natural areas, increasing Firewise education and awareness, conducting stand exams to monitor forest treatments, promoting invasive plant management, increasing recycling, and advancing community gardens. EcoServants is the largest employer of teens and young adults in the region, and since 2007 has engaged up to 60 young people from Lincoln and Otero Counties in community service.

AmeriCorps refers to the Corporation for National and Community Service, which sponsors community development work in disaster relief, economic opportunity, education, environmental stewardship and healthy futures around the U.S.<sup>165</sup>

- Eastern New Mexico University – Ruidoso

For more than 25 years, Eastern New Mexico University, located in Portales, NM, has operated a branch campus in Ruidoso (“ENMU-R”). The campus operates as a community college, and offers academic and vocational training to the people of Lincoln County. Among the 17 degree programs offered, students can study natural science and wildland fire science at ENMU-R. The GRAWUIWG has met regularly on campus, and faculty participate in planning. ENMU-R is designated as both a Hispanic-Serving and a Native American-Serving Institution by the U.S. Department of Education.<sup>166</sup>

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<sup>164</sup> For more information, visit <http://www.lbfr.org/>.

<sup>165</sup> For more information, visit <http://www.ecoservants.org/> and <https://www.nationalservice.gov/>.

<sup>166</sup> For more information, visit <https://ruidoso.enmu.edu/>.

### Facilitators

Facilitators provide organizational services to assist in managing group processes. Facilitators organize and steer meetings, manage group communications, and provide support services such as mapping. One organization has been instrumental in facilitating the meetings of the GRAWUIWG.

- South Central Mountain Resource Conservation and Development Council

The South Central Mountain Resource Conservation and Development Council (“SCMRC&D”) was created in 1967, and is organized as a non-profit corporation. Its office is in Ruidoso, NM. The SCMRC&D Council was the vision of three soil and water conservation districts, the Carrizozo SWCD, the Otero SWCD and the Upper Hondo SWCD. Today, the eight member, all-volunteer council includes representatives of the SWCDs, as well as town and county governments in Lincoln and Otero Counties. The SCMRC&D Council partners with other groups to carry out and acquire funding for community development projects.<sup>167</sup>

In addition, a second organization has provided facilitation and support services to the NSMLRWG, including preparing this strategy document.

- New Mexico Forest and Watershed Restoration Institute

The New Mexico Forest & Watershed Restoration Institute (“NMFWRI”) is located in Las Vegas, NM, on the campus of New Mexico Highlands University (“NMHU”). The mission of the NMFWRI is to promote adaptive forest management and support practices which reduce the risk of catastrophic wildfires and improve watershed health in New Mexico. The NMFWRI was created by Congress by the Southwest Forest Health and Wildfire Prevention Act of 2004,<sup>168</sup> and is supported by funding from the USFS and the State of New Mexico. The NMFWRI has expertise in monitoring the effects of forest treatments on ecological characteristics, assisting collaborative groups and mapping using Geospatial Information Systems (“GIS”).<sup>169</sup>

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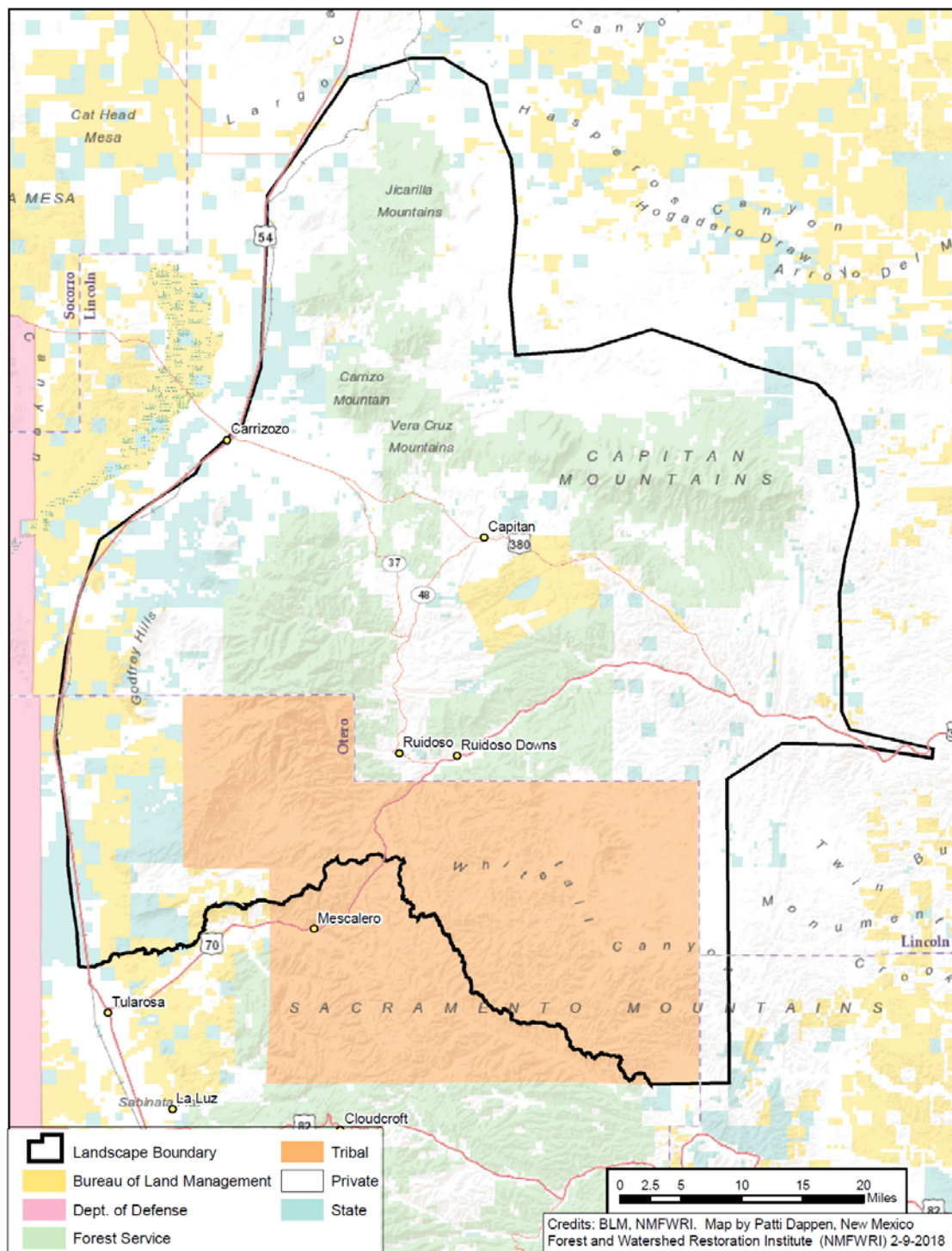
<sup>167</sup> For more information, visit <http://www.scmrcd.org/>.

<sup>168</sup> Southwest Forest Health and Wildfire Prevention Act of 2004, 16 U.S.C. §§ 6701 to 6707 (2016).

<sup>169</sup> For more information, visit <http://nmfwri.org/>.

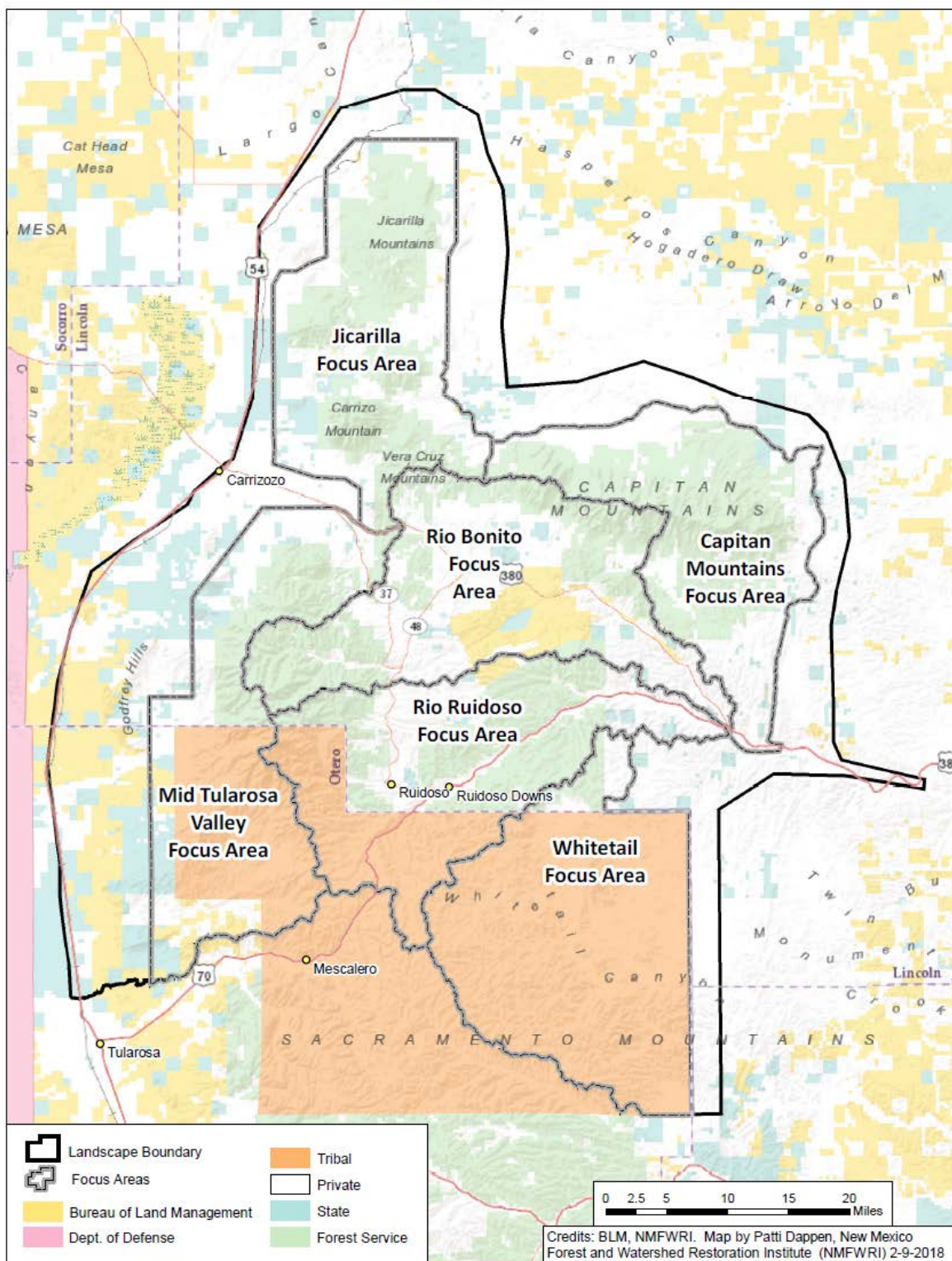
**Appendix B:**  
**Maps of the Greater Ruidoso Area WUI Working Group Project Area**

**Greater Ruidoso Area WUI Working Group  
Landscape Boundary**

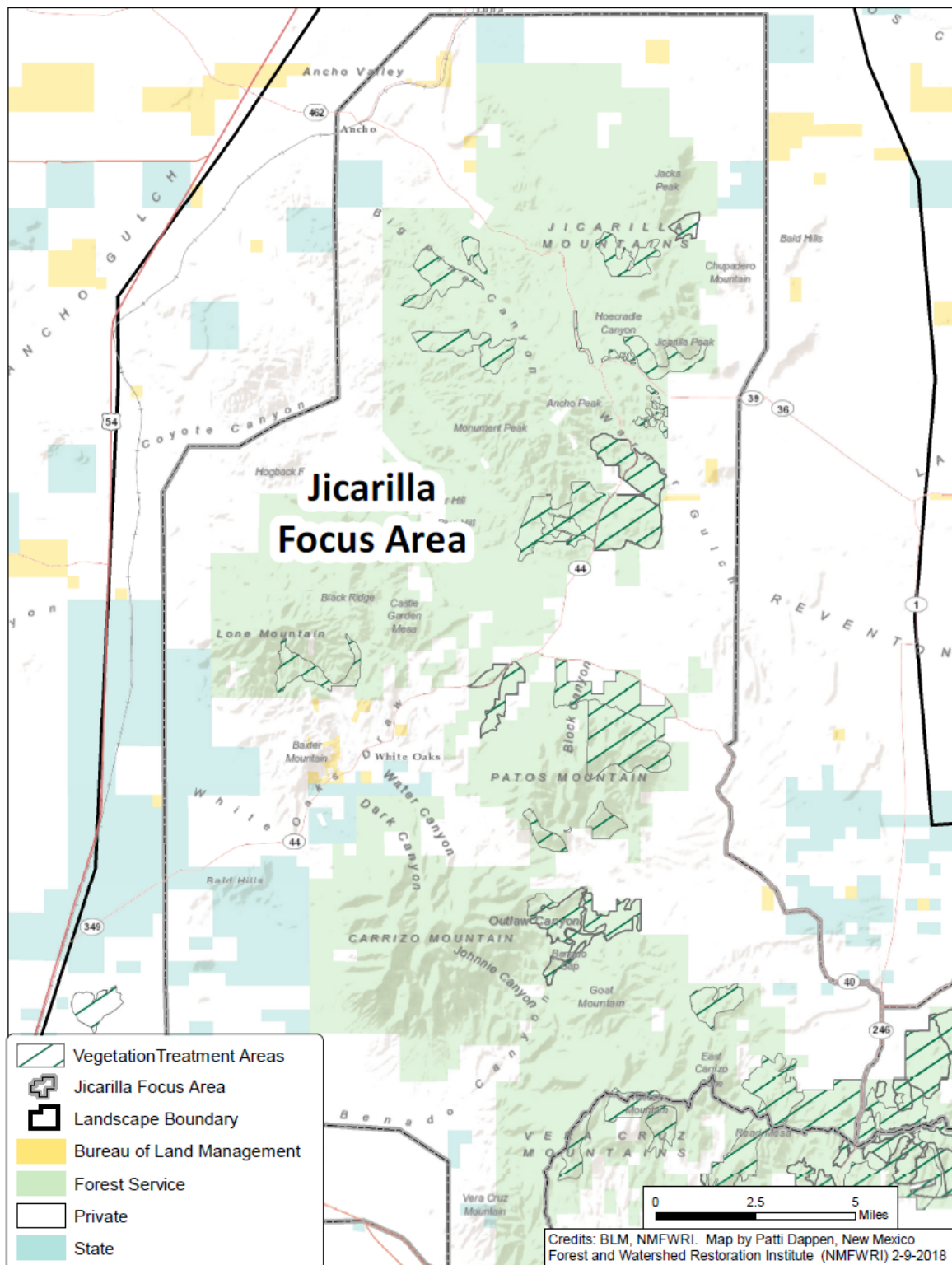




## Greater Ruidoso Area WUI Working Group Focus Areas

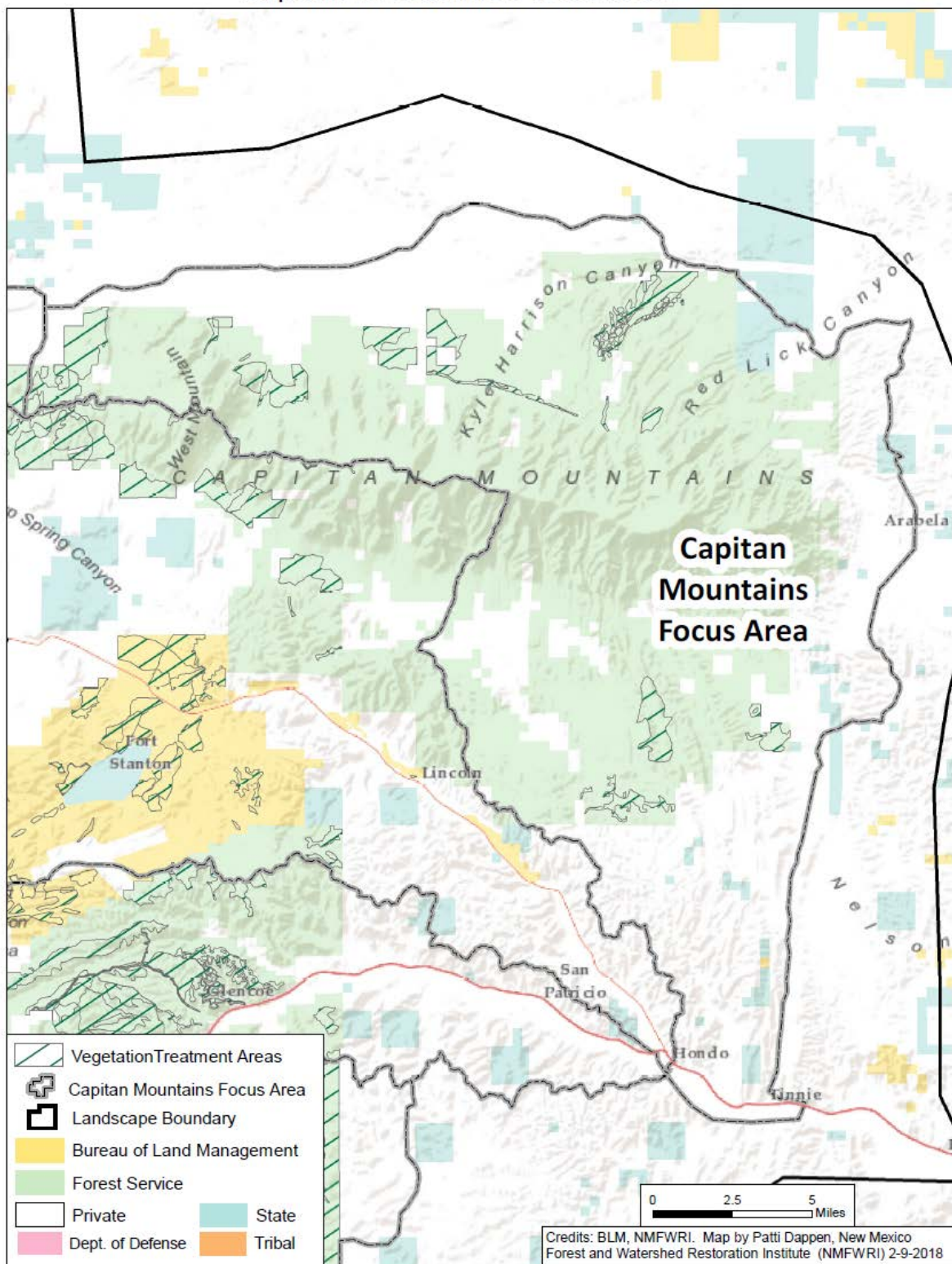


## Greater Ruidoso Area WUI Working Group Jicarilla Focus Area



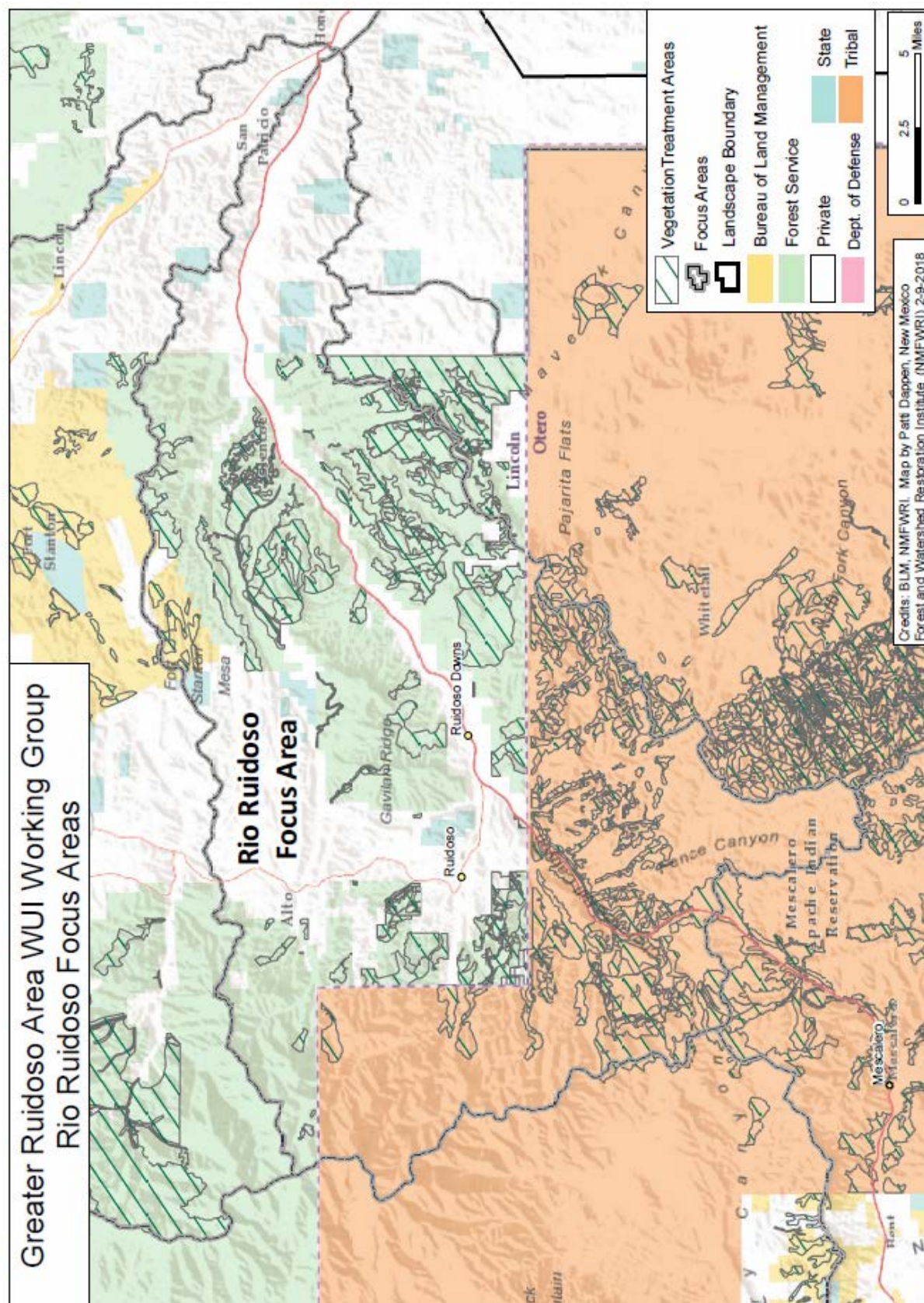


## Greater Ruidoso Area WUI Working Group Capitan Mountains Focus Area



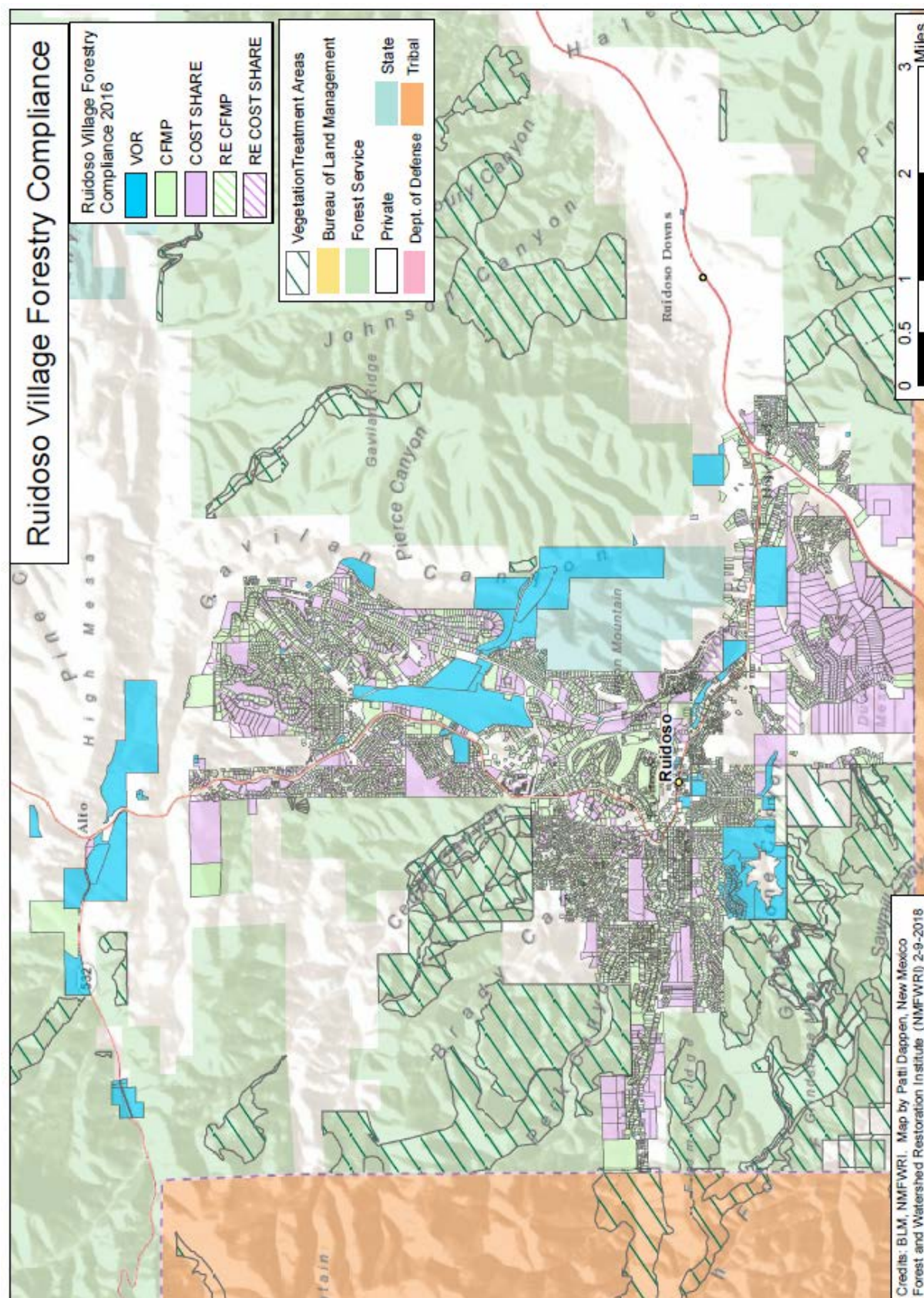


Greater Ruidoso Area WUI Working Group  
North Sacramento Mountain Watershed and Forest Restoration Strategy



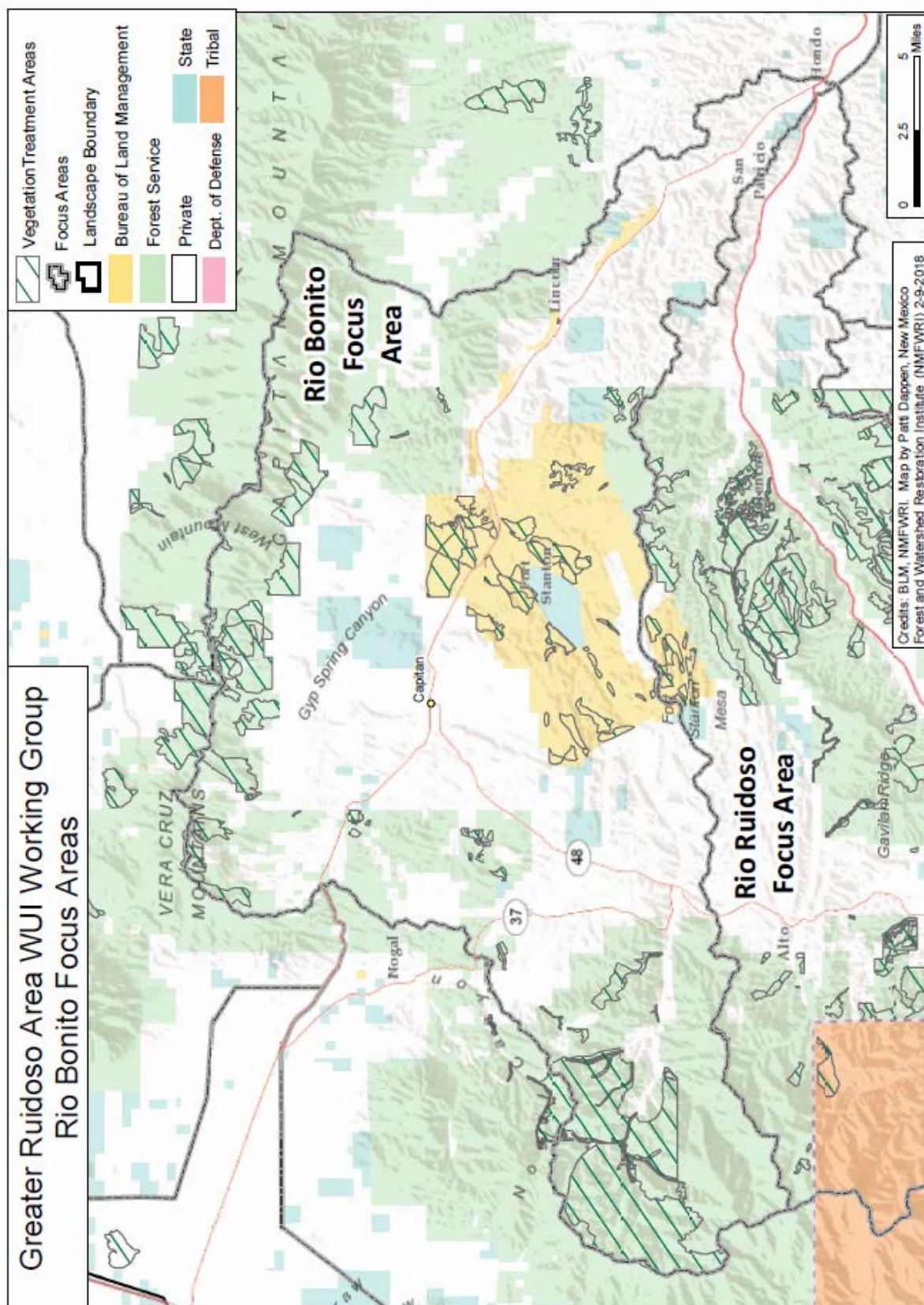


Greater Ruidoso Area WUI Working Group  
North Sacramento Mountain Watershed and Forest Restoration Strategy



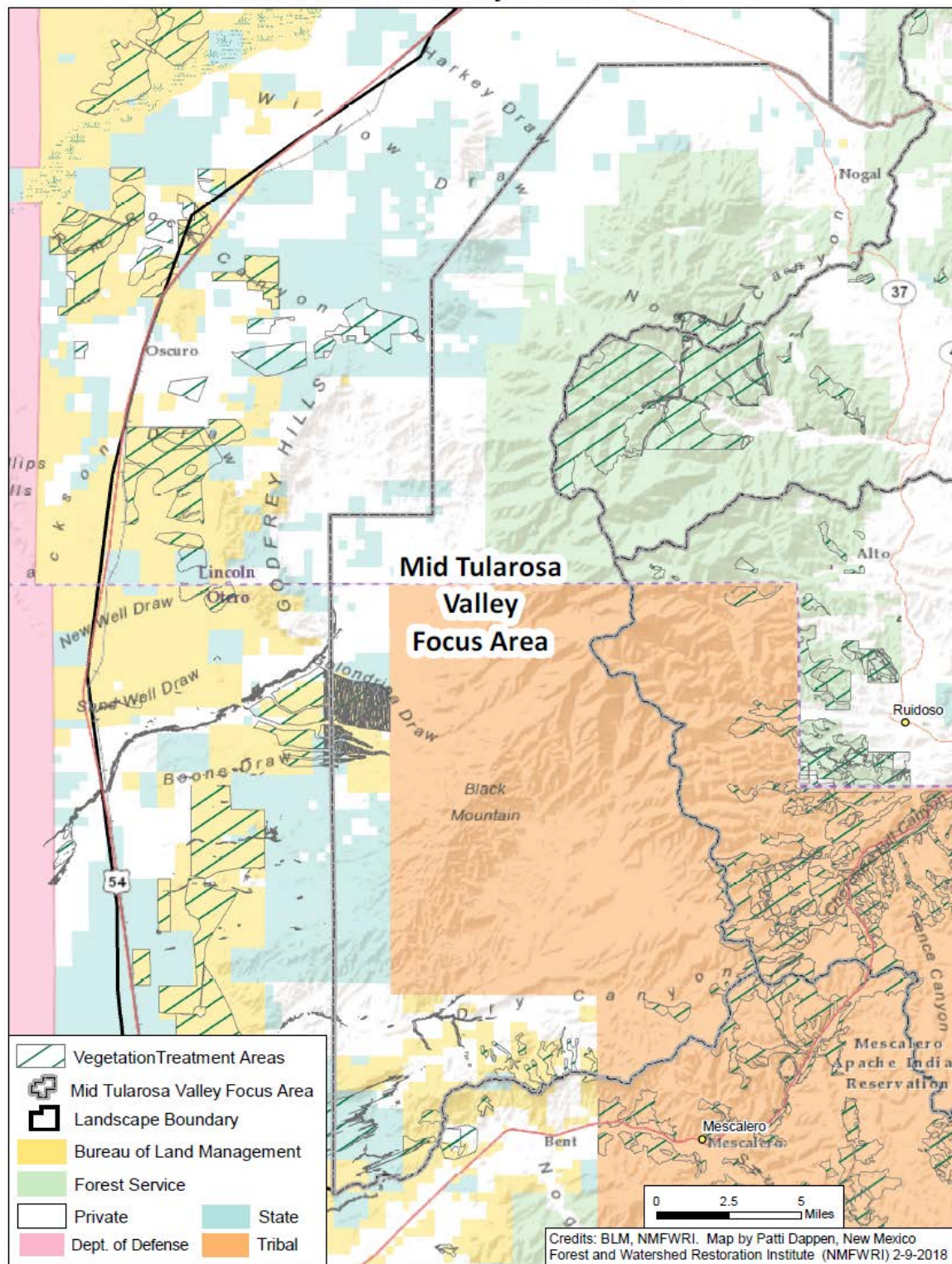


Greater Ruidoso Area WUI Working Group  
North Sacramento Mountain Watershed and Forest Restoration Strategy



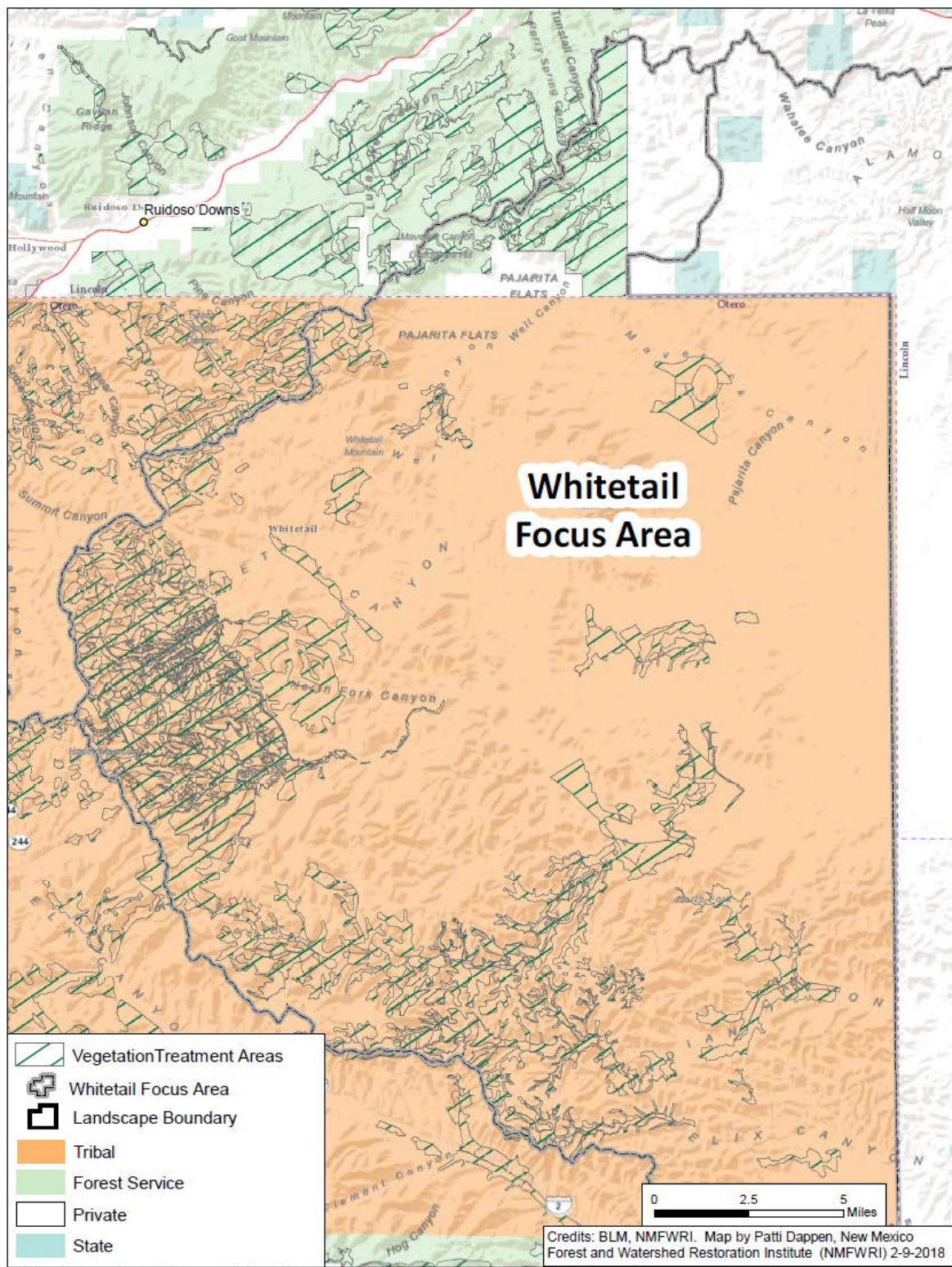


# Greater Ruidoso Area WUI Working Group Mid Tularosa Valley Focus Area



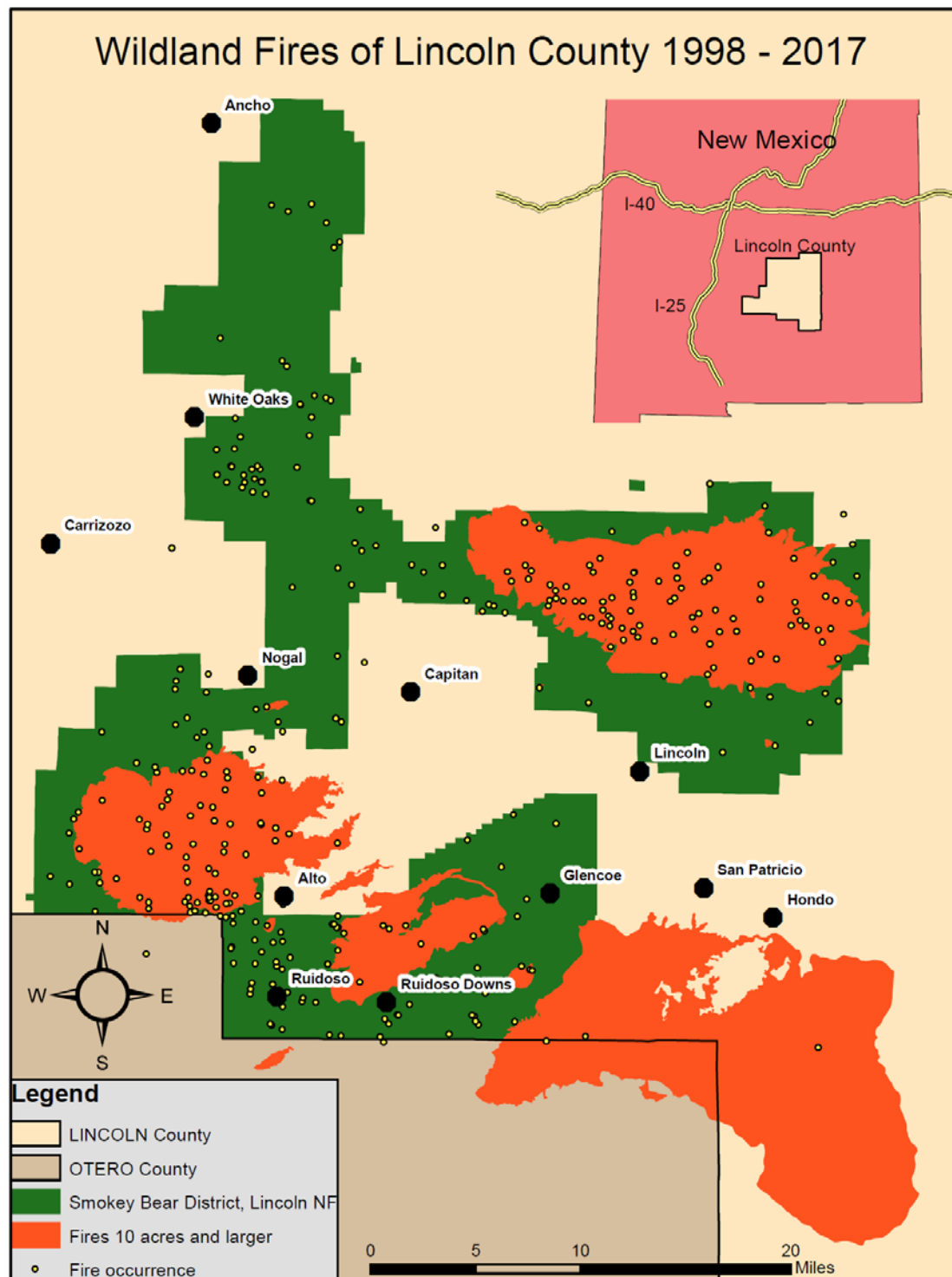


## Greater Ruidoso Area WUI Working Group Whitetail Focus Area



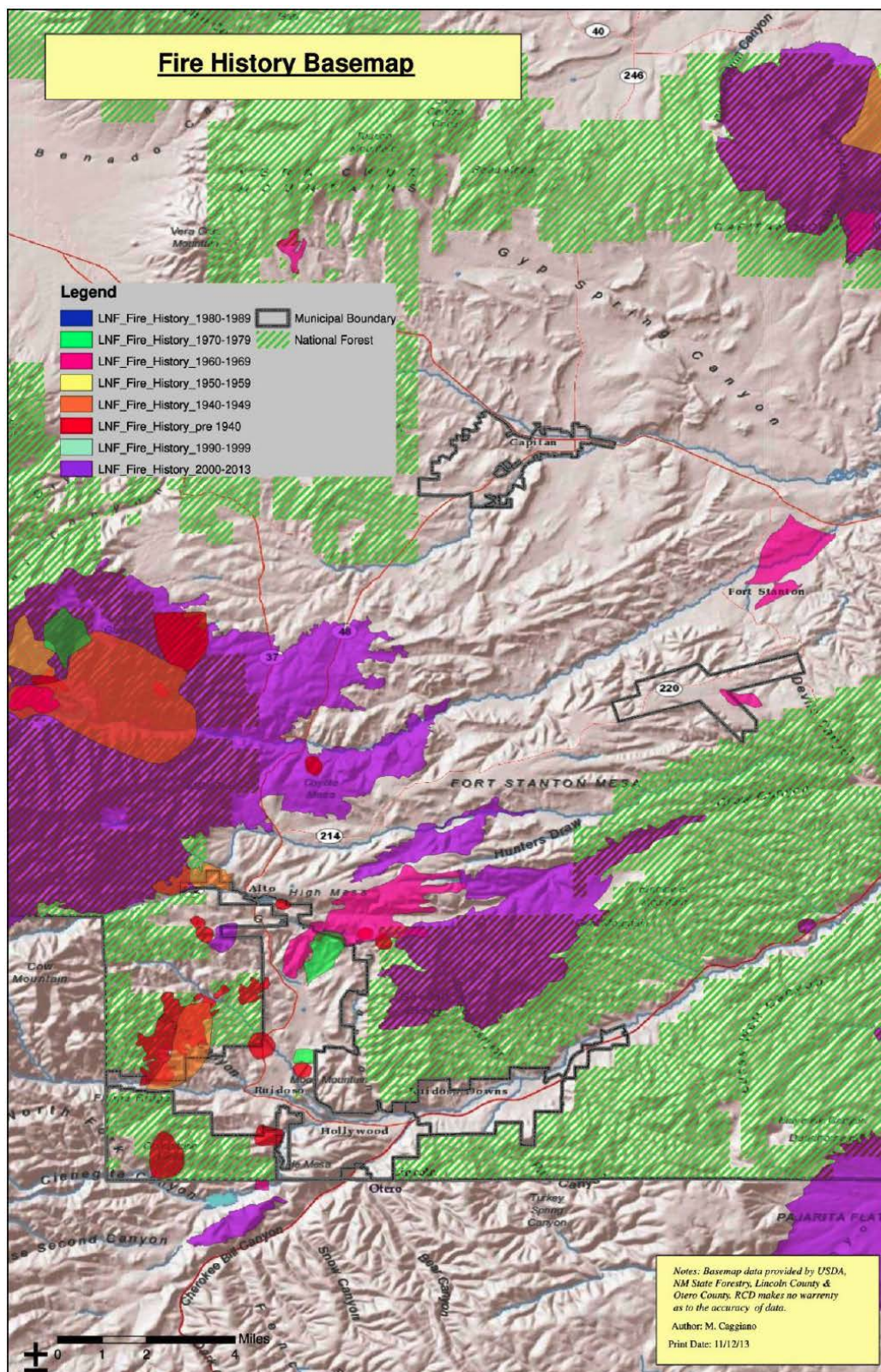
**Appendix C:**  
**Maps of Previous Wildfires in the GRAWUIWG Project Area**

**Wildland Fires in Lincoln County, 1998–2017**





Greater Ruidoso Area WUI Working Group  
North Sacramento Mountain Watershed and Forest Restoration Strategy



Source: SZ Enterprises Environmental Consulting. (2017). 2017 multi-jurisdictional hazard mitigation plan: Village of Ruidoso, Lincoln County, including City of Ruidoso Downs, Town of Carrizozo, Village of Capitan, and Village of Corona, p. 43.



Greater Ruidoso Area WUI Working Group  
North Sacramento Mountain Watershed and Forest Restoration Strategy

The North Sacramento Mountain Watershed and Forest Restoration Strategy was prepared by Alan W. Barton, J.D., Ph.D., Collaboration Program Manager at the New Mexico Forest & Watershed Restoration Institute (NMFWRI), Box 9000 NMHU, Las Vegas, NM 87701. Maps were prepared by Patti Dappen, M.S., of the NMFWRI. The strategy was formulated by the North Sacramento Mountain Watershed and Forest Restoration Strategy Group (NSMWFRSG), a sub-committee of the Greater Ruidoso Area Wildland-Urban Interface Working Group. The NSMWFRSG met between October 2016 and January, 2018, to discuss and formulate the strategy for the North Sacramento Mountains. Participants in the NSMWFRSG were Mark Cadwallader (LNF), Craig Wilcox (LNF), Dick Cooke (RFD), Eric Boyda (RWR), Frank Silva (NMSF), Thora Padilla (MATNR), Leland Pullman (MATNR), Jodie Canfield (SBRD), Dan Ray (SBRD), Leroy Cockrell (LBFRC), Mike Smith (BIA), Melvin Johnson (CSWD), Laura Johnson (UHSWCD), Robert Barber (LANRAC), and Jim Miller (ENMU-R). The process was facilitated by Rick Merrick of the South Central Mountains RC&D.

Organizations:

BIA: Bureau of Indian Affairs, Mescalero Office  
CSWD: Carrizozo Soil & Water Conservation District  
ENMU-R: Eastern New Mexico University–Ruidoso  
LANRAC: Lincoln County Land and Natural Resources Advisory Committee  
LBFRC: Little Bear Forest Reform Coalition  
LNF: Lincoln National Forest Supervisor’s Office  
MATNR: Mescalero Apache Tribe, Natural Resources Department  
NMFWRI: New Mexico Forest & Watershed Restoration Institute  
NMSF: New Mexico State Forestry, Capitan Office  
RFD: Village of Ruidoso Forestry Department  
RWR: Village of Ruidoso Water Rights Department  
SBRD: Smokey Bear Ranger District, Lincoln National Forest  
SCMRC&D: South Central Mountains Resource Conservation & Development Committee  
UHSWCD: Upper Hondo Soil & Water Conservation District

## **Addendum to the Lincoln County Community Wildfire Protection Plan August 22, 2023**

The Lincoln County Community Wildfire Protection Plan (CWPP) was updated in August of 2019 and approved by the NM State Forestry Division. The current CWPP was a collaborative effort of the Greater Ruidoso Wildland Urban Interface Working Group (GRWUIWG) and included local, state and federal land management agencies. The Lincoln County CWPP discusses multiple fire mitigation methodologies and offers recommendations the county can use in working towards reducing the risk of wildfire throughout the county.

As funding opportunities have evolved, it has become necessary to provide more detail in the CWPP, identifying specific project areas, methods and opportunities to mitigate the threat of wildfire throughout Lincoln County.

In 2018, the GRWUIWG tasked a collaborative subcommittee to work with NM Highlands University and the New Mexico Forest & Watershed Restoration Institute to create the North Sacramento Mountains Watershed and Forest Restoration Strategy. This document provides a great amount of detailed information regarding the challenges and tactics necessary to successfully work within the wildland urban interface in Lincoln County. We recommend that this document be referenced in the Lincoln County CWPP and included in its entirety as an addendum to the CWPP.

### **Treatment Options**

Forest managers have a variety of tools available to treat forests for restoration purposes. The most common are mechanical thinning, prescribed fires, and managed wildfires. Mechanical thinning can be carried out in a variety of ways. Large machinery can be used to harvest and process timber, chainsaws can be used in sensitive areas or areas that machinery cannot access, and non-mechanized techniques can be used in especially sensitive or legally protected areas, with proper precautions. Thinning can be commercial, if the product can be utilized productively, or can be carried out to meet forest management objectives. If material is not utilized, removing or burning slash can be a problem on treated areas. Biological or chemical treatments may also be used to reduce hazardous fuels. Often, a prescription will include a prescribed burn following mechanical treatment to restore fire-adapted conditions.

Fire is also a valuable tool for carrying out restoration treatments. Since fire is a natural part of the life-cycle of many Southwestern forests, using fire as a management tool to mimic natural processes can accomplish management goals on a larger scale at a lower cost. Fire may be the only realistic option in some situations, such as steep slopes or areas with legal protections. Carefully planned and executed prescribed burns can treat relatively large landscapes effectively. Managing the smoke from prescribed fires, particularly near populated areas, is a concern for managers, as is preventing a fire from escaping and burning beyond the planned area. If a fire inadvertently crosses a property boundary, or worse if it burns structures and areas that humans value, it can lead to protracted and costly legal battles as well as resentment in local populations.

Managing natural ignitions is another means of using fire as a restoration tool. When an ignition occurs, a determination is made whether the fire can be managed for resource benefits, or if conditions are such that it is best to extinguish the fire quickly. Many considerations go into this decision. Understanding the landscape, knowing the conditions in the forests, and having up-to-date information on current and predicted weather assists in making a decision on a managed wildfire.

The primary goal of many treatments is to reduce the hazardous fuel load on forested lands. Many small-diameter trees present a high risk of high-intensity, fast-spreading wildfires, especially under dry, windy weather conditions. Restoring landscapes to mimic the historic range of variability that existed before intensive efforts were made to suppress wildfires requires removing a large number of small-diameter trees on many previously untreated or unburned forest stands within the project area. Treating forests to reduce hazardous fuel loads is of highest importance to protect structures and infrastructure in WUI areas and to protect important watersheds, such as those that supply water to urban residents.

Treatments can accomplish other goals as well. Increasing resiliency to insect and disease attacks can be an important goal, especially in stands that are vulnerable to such attacks, or it can be a goal that complements fuel reduction. Restoring wildlife habitat and providing suitable habitat for species of concern can coincide with fuel reduction treatments in some cases as well. In other cases, protecting habitat for endangered or threatened species may preclude treatments, under current regulations and policies. Protecting cultural resources is necessary as well, and treatments may enhance cultural resource protection, or in some cases protecting cultural resources may preclude treatments.

Protecting water resources and watersheds is another priority goal of vegetation treatments. Areas near municipal water storage reservoirs and water treatment plants must be managed with special care to maintain water quality and to protect investments in water treatment facilities. A catastrophic wildfire in a watershed uphill from water storage and treatment facilities can be especially damaging, particularly as a result of post-fire effects, such as flooding and debris flows. Critical reservoirs cover 46 acres of surface area in the Northern Sacramento Mountains, and include Grindstone Lake, Alto Reservoir, Bonito Lake and Eagle Lake.

Once treatments are complete, they must be maintained to perpetuate a fire-adapted landscape. After about a decade, new vegetative growth can reduce the value of a treatment to mitigate a fire hazard. To date, maintenance treatments have not been prioritized, as so many acres are in need of initial treatments. In the future, projects may include maintenance or “second-touch” elements to prevent the continued growth of ladder fuels.

### **Project Area**

Previously, much of the work of the GRAWUIWG focused on areas near the Village of Ruidoso. The subcommittee recommended that the county extend the project area for the GRAWUIWG substantially. The project area boundary includes the Village of Carrizozo, and from there continues north through the Tularosa Basin near U.S. Highway 54 around the north end of the Jicarilla Mountains, then south and east along the north end of the Capitan Mountains, north of

N.M. Highway 246. At the east end of the Capitan range, the boundaries head south, and just north of Picacho the boundary runs eastward to include a portion of the Rio Hondo and U.S. Highway 70. Past Riverside, the boundary heads a short distance south, then west, and heads southward again just east of the border of the Mescalero Apache Reservation. Near the southeast corner of the reservation, the boundary heads west and follows the southern boundary of the reservation for a short distance, and then cuts across the reservation, crossing U.S. Highway 70 between Ruidoso and Mescalero. The boundary continues west to the Tularosa Basin, and closely follows U.S. Highway 54 north to Carrizozo.

The group identified six focus areas within the project area boundaries. The focus areas assist in planning and implementation. Planning, funding, and carrying out landscape treatments to reduce the risk of catastrophic wildfires will be organized using the focus areas to delimit planning proposals. Maps of the focus areas are attached.

The Jicarilla Focus Area covers the northernmost part of the project area, north of U.S. Highway 380 in the Jicarilla and Vera Cruz Mountains. Much of this area is within the Smokey Bear Ranger District and managed by the USFS. There also is private land within this focus area, both as inholdings within the national forest, and surrounding the national forest boundaries. The New Mexico State Land Office manages land in this area as well.

The Capitan Mountains Focus Area is southeast of the Jicarilla Focus Area, and covers much of the Capitan Mountains and extending south to Hondo, near where U.S. Highways 380 and 70 join. Most of the Capitan Mountains are within the national forest, although there are some large private inholdings. The southeastern portion of the Capitan Mountains Focus Area is mostly private land. The State Land Office also manages land within this focus area.

The Rio Bonito Focus Area is south of the Jicarilla Focus Area and west of the Capitan Mountains Focus Area, encompassing the villages of Capitan and Lincoln, as well as most of the Fort Stanton–Snowy River Cave National Conservation Area, a 25,000 acre tract managed by the BLM’s Roswell Field Office. The Village of Ruidoso also has land near the Sierra Blanca Regional Airport, at the south end of this focus area. Much of the rest of the land in this focus area is privately owned, or managed by the USFS.

South of the Rio Bonito Focus Area is the Rio Ruidoso Focus Area, which includes a substantial amount of WUI and important infrastructure. This focus area encompasses the Village of Ruidoso and the City of Ruidoso Downs, the Ski Apache ski area, and the IMG resort, as well as the communities of Alto, Glencoe and San Patricio. Part of the Mescalero Apache Reservation is within this focus area, and the State Land Office owns land on Moon Mountain adjacent to the Village of Ruidoso. The BLM also has land within this area.

The Mid-Tularosa Valley Focus Area is located along the western flanks of the mountains, extending into the flatlands of the Tularosa Basin. This covers much of the western part of the project area. This area includes some of the Mescalero Apache reservation, as well as land owned by the BLM and the State Land Office, in addition to USFS land.

The Whitetail Focus Area, at the southeastern end of the project area, covers almost all of the Mescalero Apache Reservation within the GRAWUIWG project boundaries. In the northern part of this focus area there is a mixture of national forest and private lands.

### **Proposed Projects**

Working with the Capitan Office of the NM Forestry Division, we have identified the following potential project areas that will positively impact the county and its residents. These include:

- Chisholm Exploration Inc. (Mesa Ranch) Nogal Mesa NRCS, Nogal - Rio Bonito Focus Area
- Yee Haw, Pikes Peak Rd. Ruidoso-Rio Ruidoso Focus Area
- Ranches of Sonterra, Alto NM- Rio Bonito Focus Area
- Alto Lakes WUI- Rio Ruidoso Focus Area
- Shippy Ranch, North Capitans - Capitan Mountains Focus Area
- Ft. Stanton Invasive/thinning/ Riparian, Ft Stanton- Rio Bonito Focus Area
- Lincoln WUI, Lincoln- Rio Bonito Focus Area
- NM DOT Hwy 247, Corona- Jicarilla Focus Area
- NM DOT Hwy 246, Capitan- Capitan Mountains Focus Area
- Alpine Village- Rio Ruidoso Focus Area
- Nogal WUI- Rio Bonito Focal Area
- Rio Ruidoso Invasive, Glencoe- Hondo Valley- Rio Ruidoso Focus Area

**2023 ADDENDUM TO LINCOLN COUNTY CWPP**  
**COMMUNITY WILDFIRE PROTECTION PLAN**

We the undersigned approve and support the Addendum to the 2019 Lincoln County Community Wildfire Protection Plan

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Todd Proctor, Chairman, Lincoln County Commission	Date:

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Samantha Serna, Lincoln County Commission	Date:

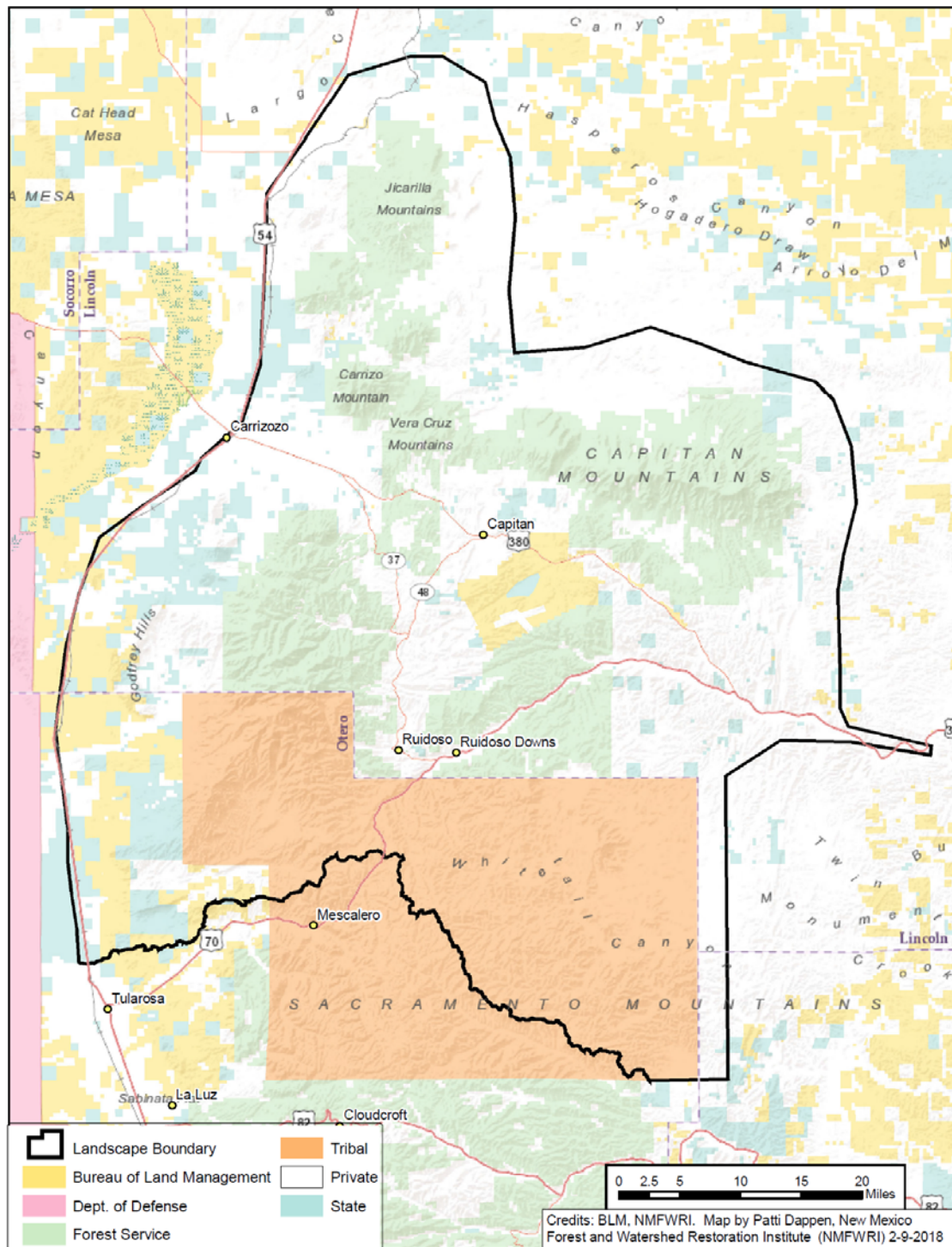
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Jon Crunk, Lincoln County Commission	Date:

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Pierre Pfeffer, Lincoln County Commission	Date:

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Mark Fischer, Lincoln County Commission	Date:

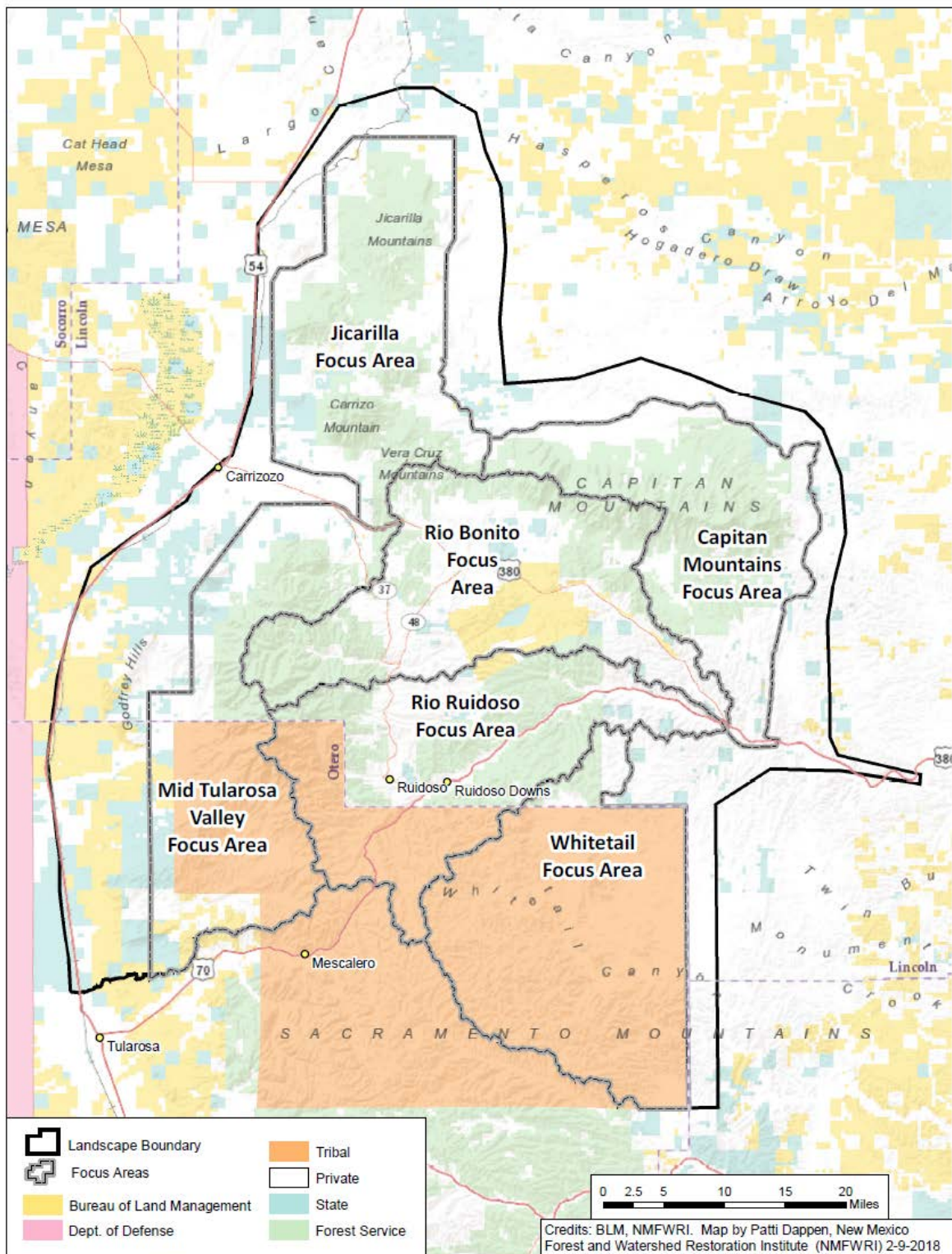
## Maps of the Lincoln County CWPP Project Area

### Greater Ruidoso Area WUI Working Group Landscape Boundary



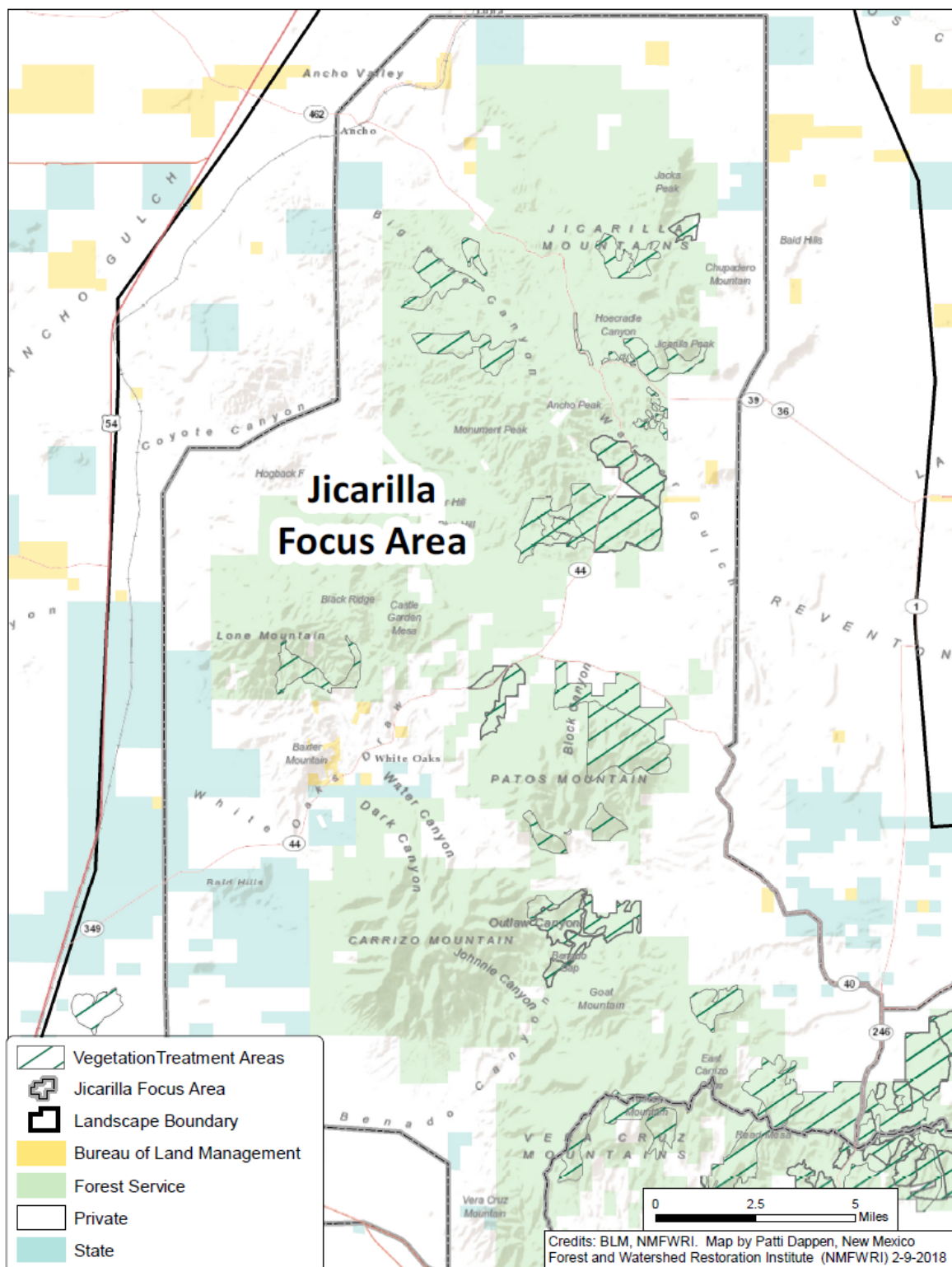


## Greater Ruidoso Area WUI Working Group Focus Areas

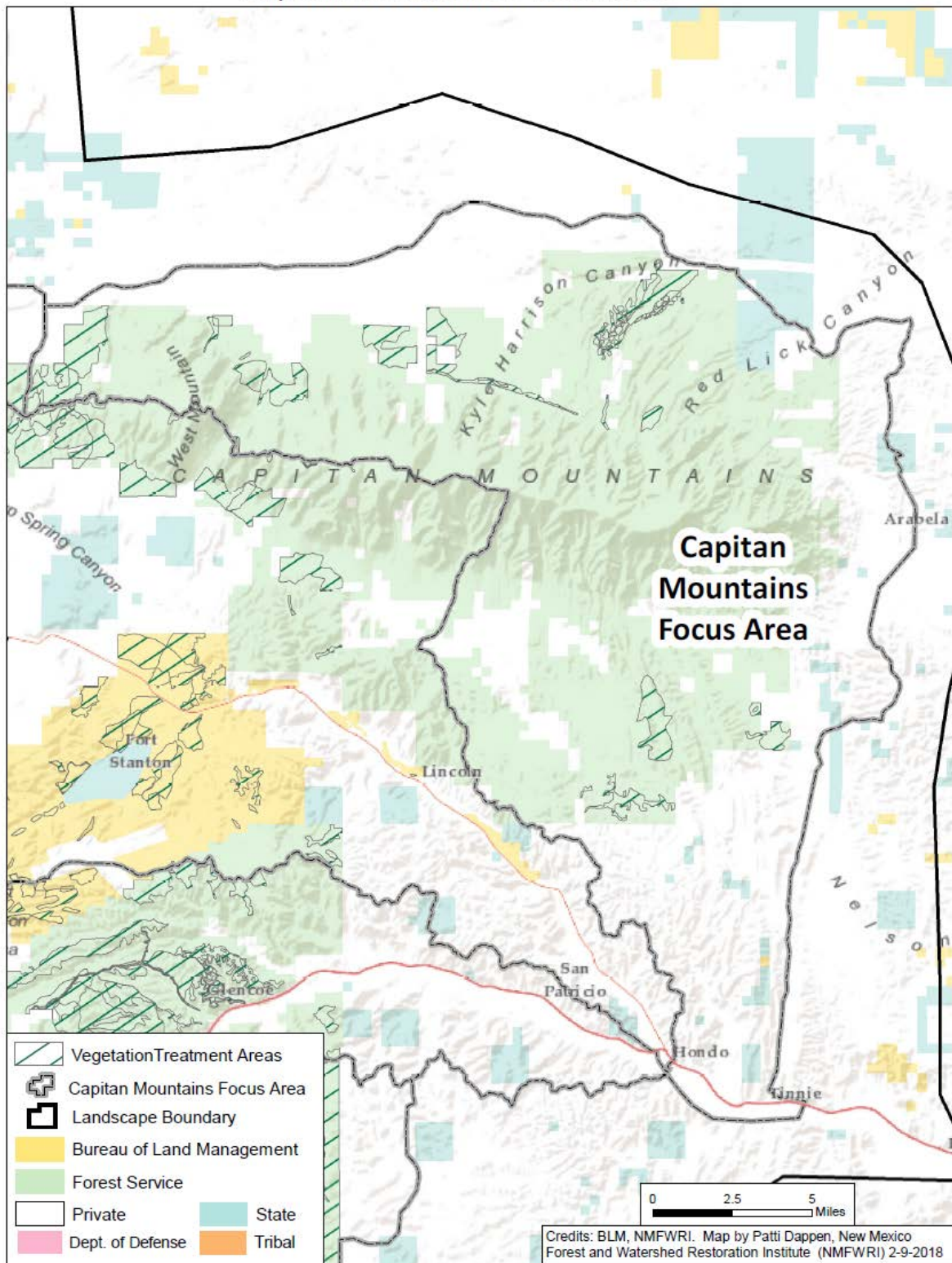




# Greater Ruidoso Area WUI Working Group Jicarilla Focus Area

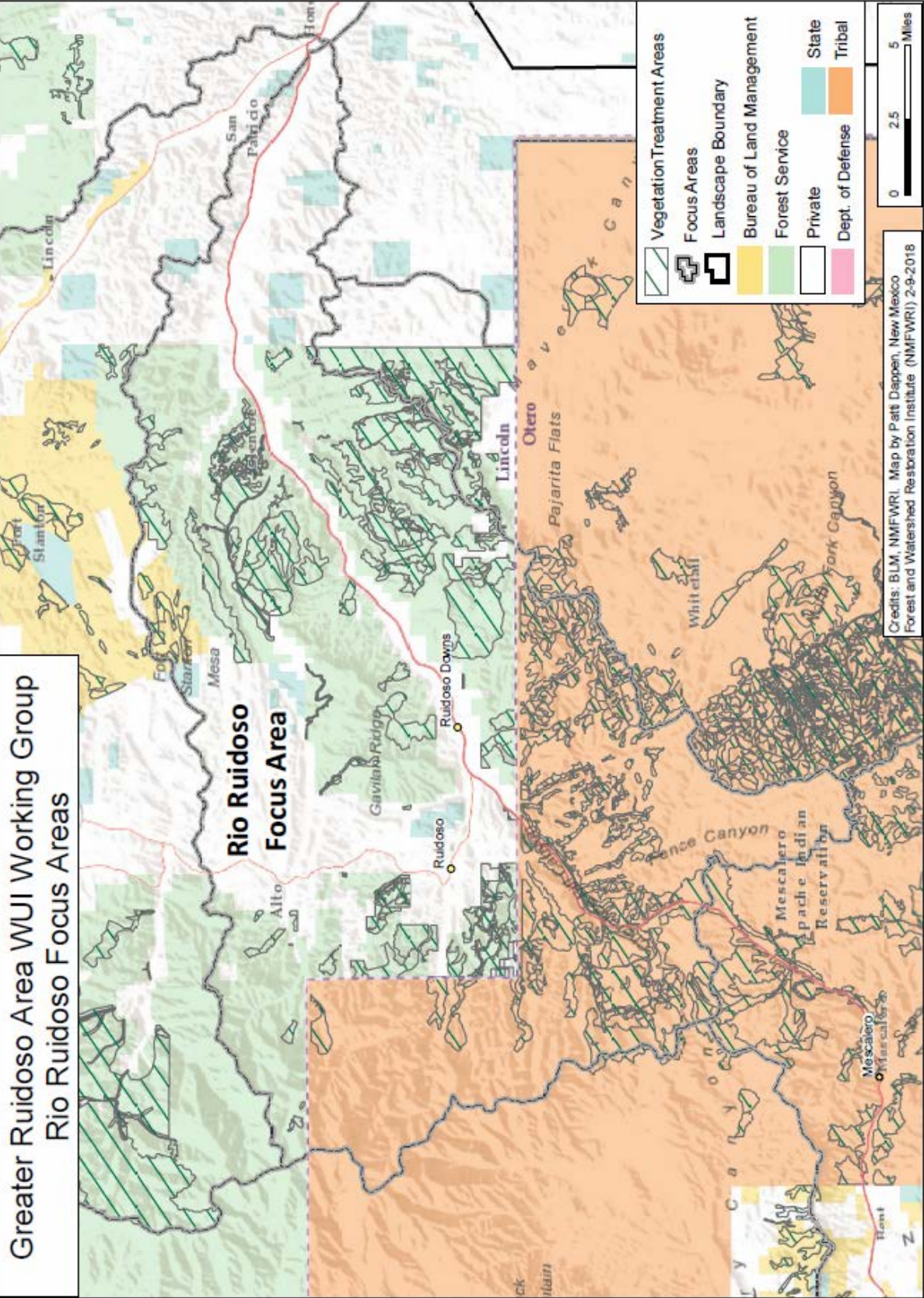


# Greater Ruidoso Area WUI Working Group Capitan Mountains Focus Area

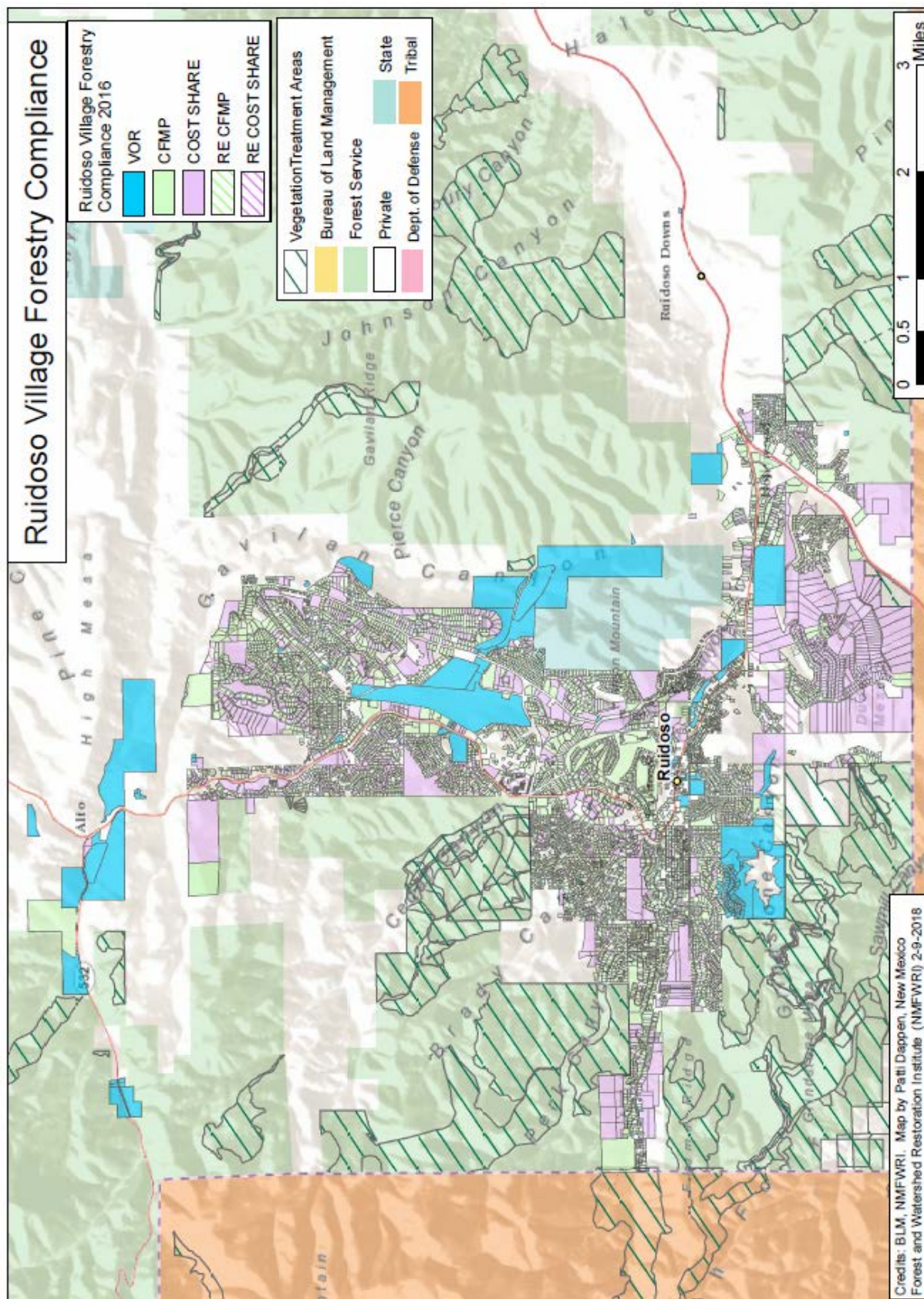




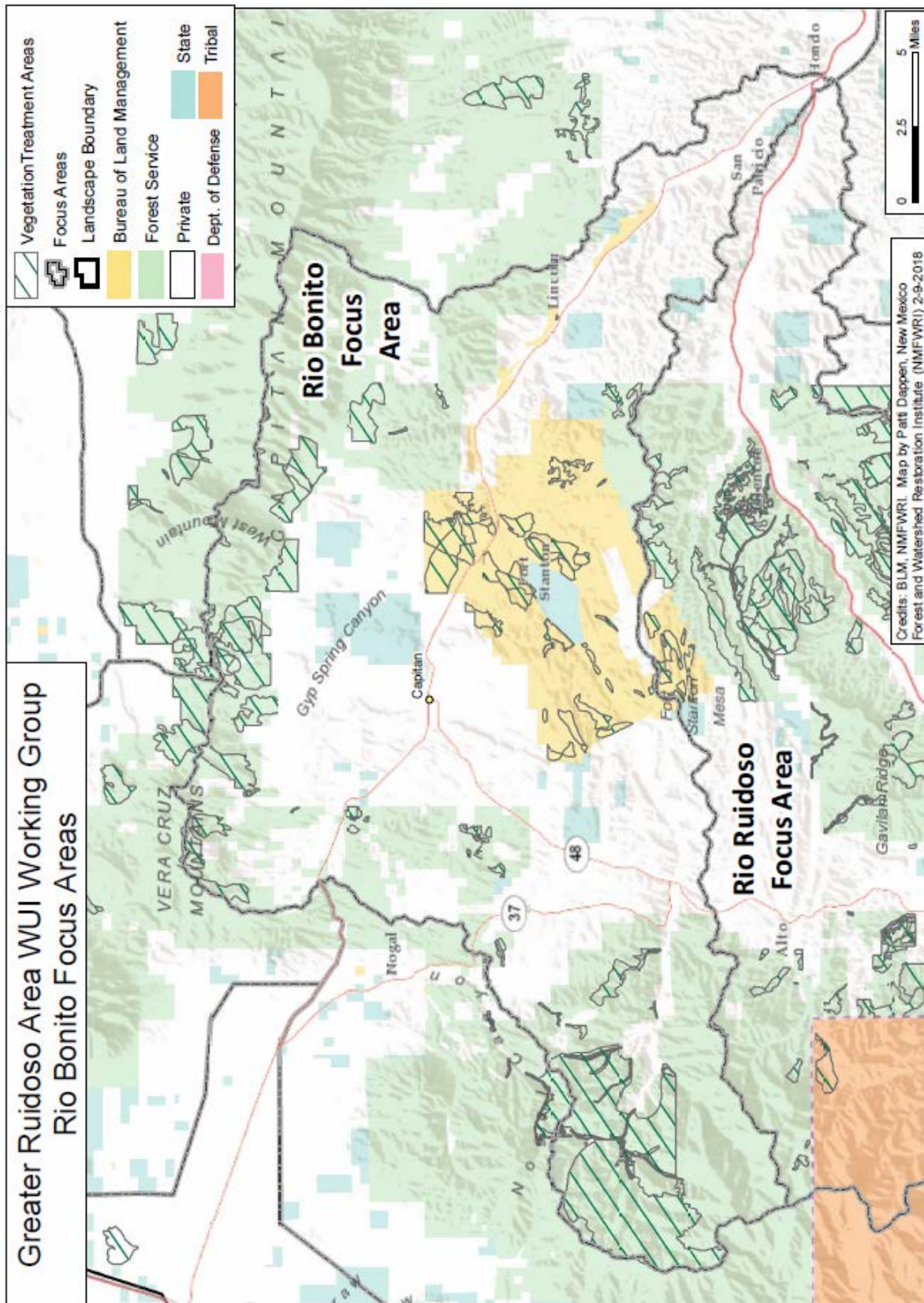
# Greater Ruidoso Area WUI Working Group Rio Ruidoso Focus Areas





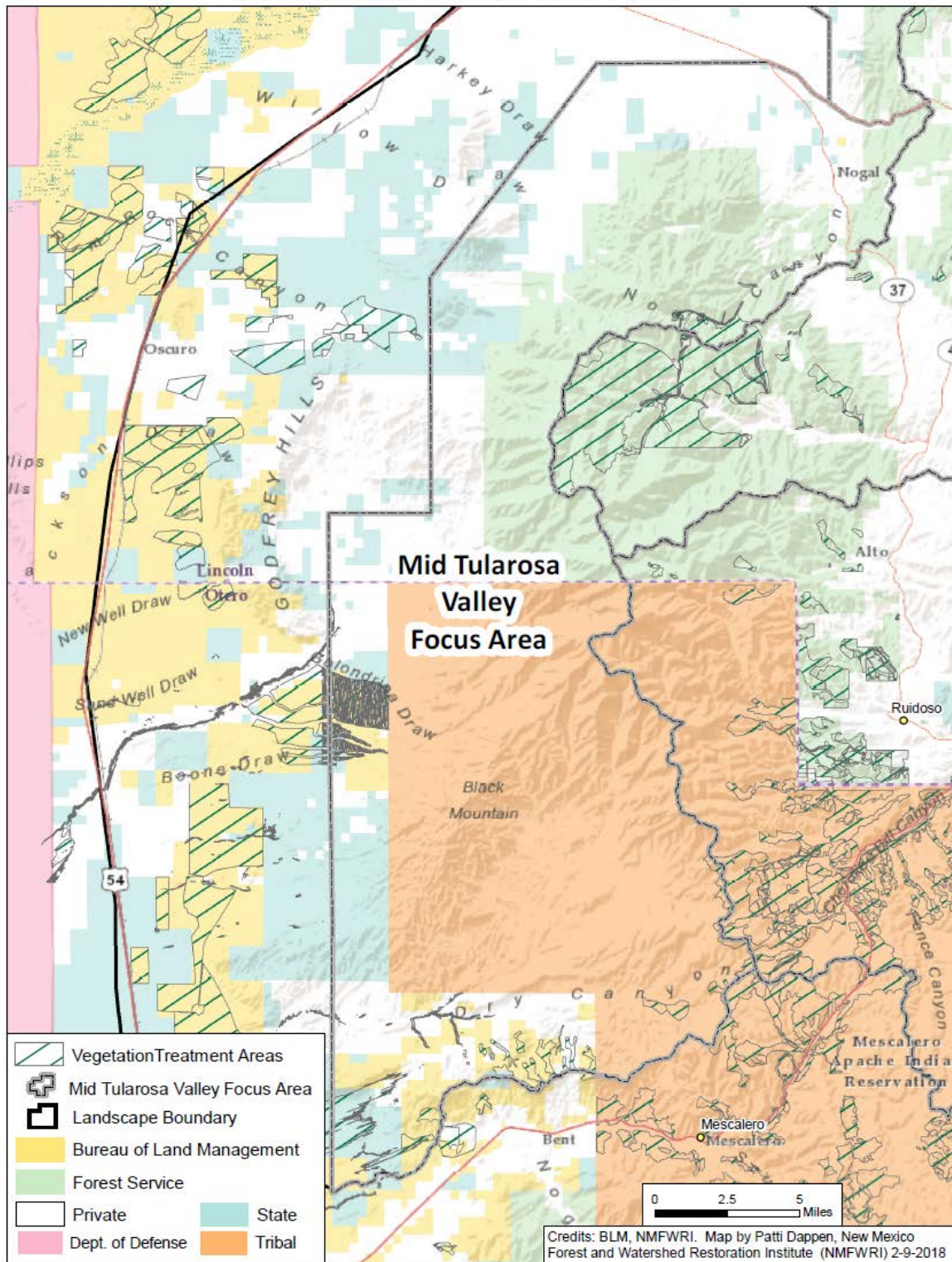






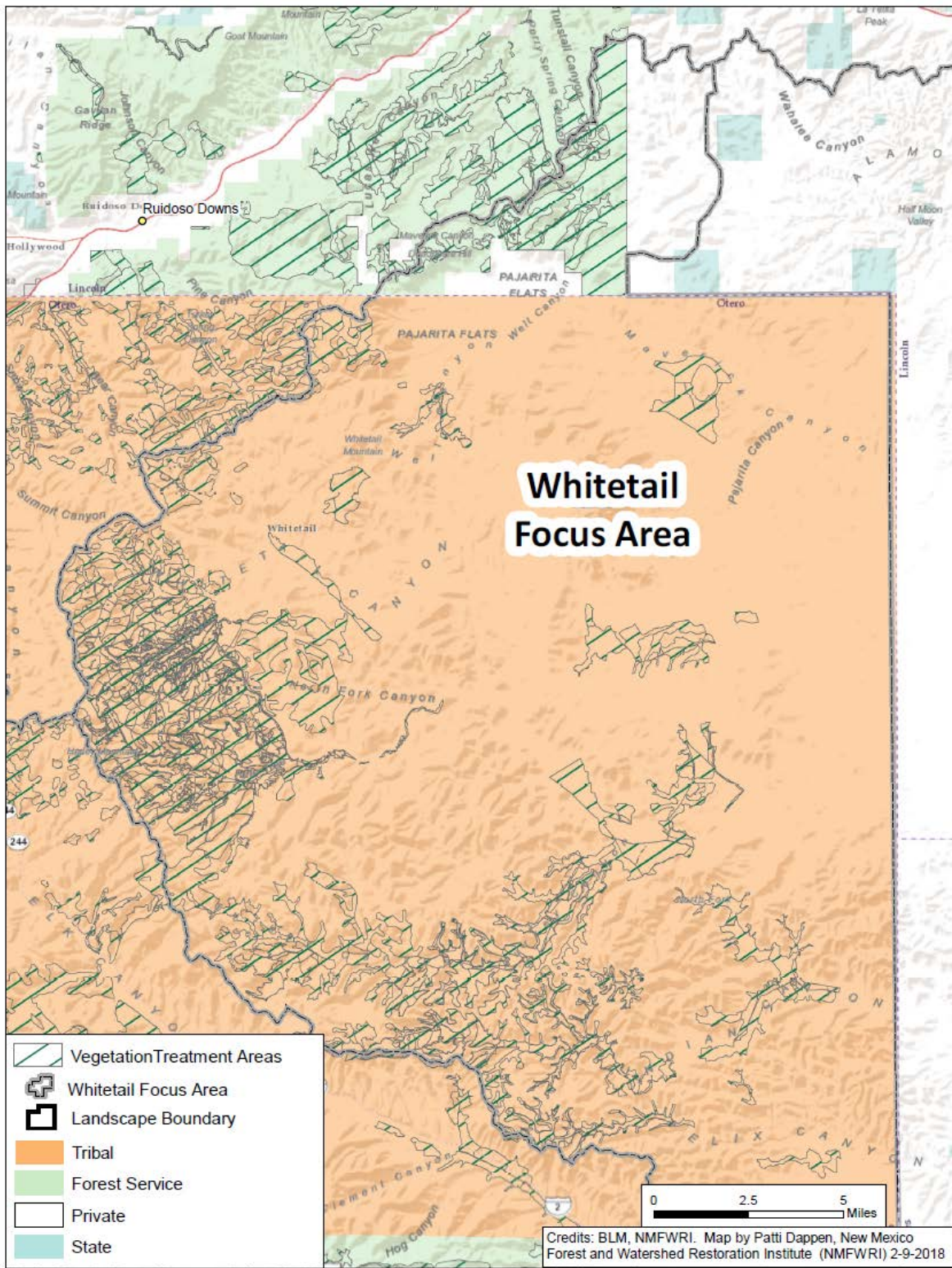


# Greater Ruidoso Area WUI Working Group Mid Tularosa Valley Focus Area





## Greater Ruidoso Area WUI Working Group Whitetail Focus Area



Ira - we are working on submitting a CWDG (Community Wildfire Defense Grant) for Lincoln County. We will be submitting for 2 types of grants:

- 1) Update to the Lincoln County CWPP
- 2) Fire Mitigation (Thinning)

The CDWG funds are tied to the Community Wildfire Protection Plan (CWPP). Our CWPP is very good, but was intentionally broad in its recommendations. We would like to amend the CWPP to be a bit more specific with regards to projects. This would hopefully help with our application.

Can you put approval of an amendment to the CWPP on the agenda for the next meeting? When do we have to have the actual amendment to you for inclusion in the packet?

Thanks for the help.

Laura

--

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Good Morning - Attached is the 2023 Addendum to the Lincoln County CWPP for inclusion on the agenda at the August 22, 2023 Lincoln County Commission meeting.

Here is the link to the current CWPP:

<https://www.emnrd.nm.gov/sfd/wp-content/uploads/sites/4/2019LincolnCountyCWPPFinalSigned.pdf>

I have also included the North Sacramento Restoration Strategy document prepared by NM Highlands University in case the commissioners want to see that.

We are asking the Commission to approve the addendum so we can submit a Community Wildfire Defense Grant proposal for Lincoln County.

Please let me know if you have any questions.

Laura Doth

--

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**County of Lincoln Drug and Alcohol Policy  
for DOT Safety Sensitive Employees Subject to Federal Drug and Alcohol Testing  
Under 49 Part 382 and 49 CFR Part 40**

**Adopted by the Lincoln County Board of County Commissioners on the 22<sup>nd</sup> day of August, 2023.**

**PURPOSE**

The purpose of this policy is to establish procedures to comply with applicable federal safety standards for safety-sensitive duties regulated by the United States Department of Transportation (DOT) and its agency the Federal Motor Carrier Safety Administration (FMCSA). These standards were designed to reduce accidents caused by controlled substances and alcohol.

**SCOPE**

This policy applies to all employees who are required to hold a commercial driver's license (CDL) to perform their job for the County of Lincoln.

**DEFINITIONS**

**Alcohol:** The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Collection Site:** A place where individuals present themselves for the purpose of providing breath or body fluid to be analyzed for alcohol or specified controlled substances. The site must meet all DOT standards.

**Commercial Motor Vehicle (CMV):** A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property which is 26,001 pounds or greater.

**Controlled Substance:** Opioids, cocaine, marijuana, phencyclidine, and amphetamines.

**Drugs:** Includes "controlled substances" and any drug in which its use could adversely affect performance of safety-sensitive functions, including prescription drugs and over-the-counter medications.

**Covered employee:** An employee required to hold a CDL to perform their job for the County of Lincoln.

**Direct Observation Collection:** Observation of the collection will be required if the employee:

- Attempts to tamper with his or her specimen at the collection site;
- The specimen temperature is outside the acceptable range;
- The specimen shows signs of tampering unusual color, odor, characteristic; or

- The collector finds an item in the employee's pockets or wallet which appears to be brought into the site to contaminate a specimen; or the collector notes conduct suggesting tampering.
- The Medical Review Officer (MRO) orders the direct observation because:
  - The employee has no legitimate medical reason for certain atypical laboratory results; or
  - The employee's positive or refusal [adulterated / substituted] test result had to be cancelled because the split specimen test could not be performed (for example, the split was not collected).
  - The test is a Follow-Up test or a Return-to-Duty test.

**DESIGNATED EMPLOYER REPRESENTATIVE (DER)** – The County position identified by the County as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

**FMCSA Drug and Alcohol Clearinghouse "Clearinghouse"** – means a FMCSA secure online database (<https://clearinghouse.fmcsa.dot.gov>) that gives employers real-time information about CDL and Commercial Learner's Permit ("CLP") holders' drug and alcohol program violations. Employers and service agents are required to report information and to conduct queries regarding drivers who are subject to the FMCSA controlled substance and alcohol testing regulations.

**Impairment:** An employee's behavior or condition which adversely affects performance (e.g., reduced alertness, coordination, reactions, responses, or effort) or threatens the safety of the employee, others, or property due to the use of drugs or alcohol.

**Medical Review Officer (MRO):** Is a physician who is responsible for receiving and reviewing drug and alcohol test results and evaluating medical explanations in the event of confirmed positive test results.

**On-Duty Time:** Means all time from the time an employee begins to work or is required to be in readiness to work until the time relieved from work and all responsibility for performing work. On-duty time shall include all safety-sensitive functions noted below.

**Safety-Sensitive Functions for CDL Positions:** Means all time spent (1) waiting to be dispatched; (2) inspecting, servicing, or conditioning any commercial motor vehicle (CMV); (3) at the driving controls of a CMV in operation; (4) in or upon any CMV; (5) loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle; and (6) all time fueling, repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. (49 CFR.382.107)

**Substance Abuse Professional (SAP):** Means an individual who is credentialed as a professional who is knowledgeable about disorders associated with substance abuse in relation to safety-

sensitive duties regulated by DOT. A SAP initially evaluates drivers who have violated DOT drug and alcohol regulations and makes recommendations concerning education, treatment, follow-up testing, and aftercare. Once the education and/or treatment is successfully completed, the SAP reassesses the driver's condition and, if satisfied with the driver's compliance, completes a SAP report and prescribes a series of follow-up tests.

## **I. PROCEDURES - GENERAL**

1. Employees required to possess a CDL are subject to all testing requirements required by the DOT/FMCSA including pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up testing.
2. For applicants, the conditional offer of employment is contingent upon the satisfactory completion of the pre-employment drug screening and the Clearinghouse pre-employment search. Current CDL employees are subject to an annual search of the Clearinghouse with satisfactory results to continue performing job duties requiring a CDL license. (49 C.F.R. § 382.701)
3. Any test for drug or alcohol use must be conducted in conformance with the requirements in 49 CFR Part 40.

## **II. PROHIBITIONS**

1. ALCOHOL PROHIBITIONS: (382 Subpart B) Covered employees shall not:
  - A. Use while performing safety-sensitive functions.
  - B. Use during the 4 hours before performing safety-sensitive functions.
  - C. Reporting for duty or remaining on duty to perform safety-sensitive functions with an alcohol concentration of .02 or greater.
  - D. Possess alcohol while on-duty, including the possession of medicines containing alcohol (prescription or over the counter), unless the medicine packaging seal is unbroken.
  - E. Use during the 8 hours following an accident or until the driver undergoes a post-accident test, whichever occurs first.
  - F. Perform safety-sensitive functions for at least 24 hours when a test shows an alcohol concentration of .02 to .039.
  - G. Refuse to take a required alcohol test.
2. DRUG PROHIBITIONS: (382.213; 382.215) covered employees shall not:
  - A. Use any drug, except under instruction of a health care provider who has advised the employee that the drug will not adversely affect the employee's ability to safely operate a CMV. If the drug will adversely affect the employee's ability to safely operate a CMV, the employee shall obtain a statement from the medical professional indicating any work restrictions and their duration and present it to their supervisor prior to going on duty.
  - B. Test positive or have adulterated or substituted a test specimen for controlled substances.

- C. Refuse to take a required test.
3. SUPERVISORS/MANAGERS (382.205-207; 382.213-215); shall not:
- A. Permit an employee who refuses to submit to an alcohol and/or a drug test as required by this program to perform or continue to perform safety-sensitive duties.
  - B. Permit an employee to perform or continue to perform safety-sensitive duties if the employer has knowledge or a reasonable suspicion that a covered employee is under the influence of controlled substances and/or alcohol that an employee has tested positive, or has used a controlled substance, or has consumed alcohol within the prohibited time frames.
  - C. Permit an employee to perform safety-sensitive duties for at least 24 hours or until the start of the next shift, whichever is later, following the administration of an alcohol test with test results of 0.02 or greater but less than 0.04.

### **III. CONSEQUENCES FOR VIOLATION OF PROHIBITIONS**

- 1. DOT regulations do not address employment actions such as hiring, firing, or granting leaves of absence. All employment decisions are the responsibility of the employer. Under federal regulations, the main requirement for an employer is to immediately remove employees from performing DOT safety-sensitive duties as described below for violating the prohibitions. The County reserves the right to impose disciplinary action up to and including termination, for violations of this policy, including a positive test unless the employee accepts the Last Change Agreement (LCA) option set out in this Policy in accordance with the applicable collective bargaining agreement and/or the County's Personnel Rules.
- 2. The employee shall not perform safety-sensitive functions until all return-to-duty requirements are met. Before returning to duty, the employee must undergo a return-to-duty test for:
  - A. Alcohol with a verified return-to-duty test result of less than .02, and/or
  - B. Drugs with a verified negative result.
- 3. Even if the decision is made to terminate the employee, the employee shall be advised by the County of Lincoln, Human Resources Department, of the resources available in evaluating and resolving the problem. This shall include the names, addresses, and telephone numbers of SAPs and counseling and treatment services.
- 4. Prior to being allowed to return to safety-sensitive functions, the employee must be evaluated by a SAP who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and drug use.
- 5. If the employee was identified as needing assistance in resolving the problem, the employee must:

- A. Be evaluated by the SAP to determine that the employee properly followed any prescribed rehabilitation program, and
- B. Be subject to unannounced follow-up alcohol and/or drug tests administered by the employer following the employee's return to duty. The number and frequency of the tests are to be determined by the SAP, must remain unknown to the employee, and must consist of at least six tests during the first 12 months following the employee's return to duty. Follow-up testing may be done for up to 5 years.
- 6. Follow-up tests cannot be substituted for other tests (such as random).
- 7. Return-to-duty and follow-up drug tests must be done under direct observation.
- 8. The County of Lincoln will withdraw the conditional offer of employment and will not hire an applicant who tests positive for controlled substances.

IV. **LAST CHANCE AGREEMENT (LCA)** [This section is optional. If this section is included, then the section above has been modified to dovetail with this section. The section above states that a positive test will result in termination unless the employee accepts the LCA option.]

- 1. The intent of the LCA is to offer an employee who has tested positive in violation of this policy a second chance and an opportunity to obtain treatment for a substance abuse problem in lieu of termination.
- 2. LCAs may be used when the following factors are present:
  - A. It is the employee's first positive test for controlled substances or alcohol, and it was not a post-accident test under Section VI (2) of this policy.
  - B. The determination of a positive test was not a result of a "refusal to test" as described in Section IX of this policy.
  - C. The employee agrees to be evaluated by a county-selected SAP to determine whether a dependency issue exists, and if so, agrees to comply with the treatment program outlined by the SAP.
  - D. The employee agrees to "return to duty" testing as explained in Section VII (5) of this policy and follow up testing pursuant Section VI (6) if required by the SAP.
  - E. The employee agrees to sign the SAP's medical release form (or a form acceptable to the SAP) allowing the County to receive the assessment results and periodic treatment compliance reports.
  - F. The employee agrees to accept and serve a suspension without pay as recommended by the County Manager.
- 3. At a minimum, the LCA will include the following provisions:
  - A. The agreements set forth in C, D, E, and F directly above.
  - B. A requirement that the employee successfully enroll and complete a treatment program (if recommended by the SAP) and receive a negative return to duty test result.
  - C. A statement acknowledging that a violation of the LCA or future violations of this policy will result in termination.

- D. The LCA must be signed by the employee and the County Manager. If the employee is a member of a County bargaining unit, the signature of a recognized labor representative with signatory authority must be obtained.
- E. LCA will expire five (5) from the date of execution.

V. **PRESCRIPTION MEDICATION:** (392.4; 382.213(b)(d))

- 1. It is the responsibility of employees to inform the DER or their supervisors when they are taking any prescription that may create impairment. All CDL employees who use prescription medications pursuant to the instructions of a physician are required to ask the physician if those drugs could adversely affect their ability to safely operate a commercial motor vehicle. If the physician affirms that safe operation of a commercial motor vehicle could be impaired by the employee's use of a drug, the employee is required to immediately report this to the DER or their supervisor and the employee must be removed from the performance of safety-sensitive duties.
- 2. Employees MUST have a valid and current doctor's prescription and MUST be under the prescribing doctor's care if taking any type of prescription medicine that can create an impairment.
- 3. If an employee tests positive and cannot produce a valid prescription, the MRO will report a positive result to the employer. The consequences for a positive test will apply.
- 4. If an employee tests positive and a valid prescription exists, the MRO will report the result as negative, but will also report any safety concerns, which may require further evaluation.
- 5. **Medical Marijuana** (49 CFR Part 40, at 40.151(e)) Marijuana is a federally prohibited substance. An authorization for use of marijuana for medical purposes will not be an acceptable excuse for testing positive for THC, the marijuana metabolite. The employment protections provided by the Lynn and Erin Compassionate Use Act do not apply to safety-sensitive positions. NMSA § 26-2B-9(B)(2). Anyone testing positive for marijuana will be subject to the consequences of this policy for a positive drug test.

VI. **REQUIRED TESTS FOR COVERED APPLICANTS AND EMPLOYEES (CDL REQUIRED)**

To ensure compliance with DOT regulations, applicants for positions requiring a CDL and covered employees will be subject to controlled substance and alcohol tests under the circumstances described below. Applicants and employees are required to submit to testing in the following circumstances as a condition of their employment.

- 1. **PRE-EMPLOYMENT TESTING:** (382.301)
  - A. Applicants selected for CDL-covered positions are to be given a conditional offer of employment, pending negative results from drug and alcohol



testing.

- B. Negative test results must be received prior to the employment start date.
- C. A positive drug test result or a refusal to submit to a drug test will result in automatic disqualification. If disqualified, an applicant must wait at least six (6) months before reapplying for employment, in a safety sensitive position, with the County of Lincoln.
- D. Employees transferred, or applying for a position requiring a CDL, or whose current position is changed to require a CDL, are not permitted to operate a CMV unless they have a CDL or CDL permit, and have received a pre-employment drug test with negative results. A positive drug test or a refusal to submit to drug testing or failure to comply with any part of the testing protocol will result in the employee's disqualification from the safety-sensitive position and may subject the employee to disciplinary action, up to and including termination, in accordance with the applicable collective bargaining agreements and/or the County's Personnel Rules.

2. POST-ACCIDENT TESTING: (382.303)

As soon as practical following an accident involving a CMC, the County of Lincoln] shall test the surviving driver(s) for alcohol and drugs when either:

- A. The accident involved a fatality **or** the driver receives a moving violation traffic citation and
  - 1. One of the vehicles involved in the accident had to be towed **or**
  - 2. One of the people involved in the accident had to receive medical attention immediately away from the scene.
- B. The employee (driver) must ensure that the supervisor/manager is notified as soon as practicable following an accident. The supervisor/manager will review the circumstances of the accident to determine if a post-accident test is required, and if so, make arrangements to have the employee tested for alcohol and drugs. Employees who have been involved in accidents which do not require a post-accident test under this policy may not be tested without their written consent.
- C. Alcohol tests should be conducted within 2 hours of the accident.
- D. If a test was not administered within this time frame, the Human Resources Department will prepare and maintain a file stating the reason a test was not promptly administered.
- E. If the driver is not tested within 8 hours, attempts to administer a test should cease and a record prepared and maintained by the Human Resources Department indicating why the test could not be performed.
- F. Drug tests should be completed within 24 hours of the accident. If a test was not administered within this timeframe, the Human Resources Department will prepare and maintain a file on record stating the reason a test was not

promptly administered. If the driver is not tested within 32 hours of the accident, attempts to test should cease and a record prepared and maintained by the Human Resources Department indicating why the test was not performed.

- G. A driver who is subject to post-accident testing must remain available or the County of Lincoln may consider the driver to have refused to submit to testing. The driver subject to post-accident testing must refrain from consuming alcohol for 8 hours following the accident, or until completion of an alcohol test, whichever comes first.

**NOTE:** Nothing in this policy should be construed to require the delay of necessary medical attention for injured people following an accident. Also, the driver is not prohibited from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency care.

3. **RANDOM TESTING: (382.305)**

- A. The County of Lincoln conducts random drug testing on DOT safety sensitive positions, in accordance with 49 CFR §382.305. The minimum annual percentage rates for these tests are set, and can be modified, by the FMCSA. The selection of employees for random alcohol and/or controlled substance testing shall be made by a scientifically valid method, such as a random table of a computer-based random number generator that is matched with employees' identification numbers.
- B. On a monthly basis the Human Resources Department will provide the drug and alcohol testing services vendor with an updated list of all covered employees. This list represents the random testing pool. The vendor will use this list to select employees for random testing. The random selection and testing dates shall be unannounced and spread reasonably throughout the year with each employee having an equal chance of being tested each time the random selections are made. Each covered employee randomly selected for testing shall immediately, upon notification, report to the testing site.
- C. An employee may only be scheduled for a **random alcohol test** immediately before, during, or immediately after the performance of safety-sensitive duties. Employees may be scheduled for a random drug test at any time.
- D. The conditions for selection and notification of random testing are:
  - 1. The Human Resources Department and the supervisory staff shall ensure that employees selected for random tests proceed immediately to the testing site upon notification of selection.
  - 2. Employees must immediately proceed to the collection site when they are notified of their selection.
  - 3. Strict confidentiality procedures are to be followed regarding the names of employees selected and scheduled for testing as well as the results of such testing. Any breach in confidentiality may result in disciplinary

action.

4. Employees who are on leave for one week or less should be sent for testing immediately upon their return to work.
5. In the event an employee, who is selected for a random test, is on an extended leave, the Human Resources Department will contact its designated vendor for the name of the next alternate random selection in place of the original selection. If an alternate employee is selected, both the Human Resources Department and its designated vendor must document the details of the alternate selection.

4. REASONABLE SUSPICION TESTING: (382.307)

- A. When a trained supervisor has reasonable suspicion to believe an employee is under the influence of drugs or alcohol, the employee is required to submit alcohol and/or controlled substance test.
- B. Reasonable suspicion is determined through the personal observation of the employee by a supervisor who has received the required CDL supervisor training (§ 382.603), and must be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances.
- C. If possible, it is best to have two supervisors, or a supervisor and a Human Resources Department employee involved in the determination. At least one of the supervisors involved must have received the required CDL supervisor training.
- D. If it is determined that reasonable suspicion exists that the employee is under the influence, each should then **document** their visual observations of the employee's appearance and behavior using the Reasonable Suspicion Checklist in the appendix.
- E. If it is determined that reasonable suspicion of an impairment does not exist, **and** the employee is able to perform work duties, the employee should be returned to work.
- F. If it is determined that the employee is not under the influence of alcohol and/or drugs, but is not fit to perform work duties, the Human Resources Department or County Manager should be contacted to determine the appropriate actions to be taken.
- G. If reasonable suspicion is established, the employee must be escorted (transported) for a reasonable suspicion test. The reasonable suspicion test is to be conducted, even if the employee admits to using drugs and/or alcohol.
- H. Reasonable suspicion testing for alcohol may be done only when the observations are made immediately before, during or immediately after the performance of safety-sensitive duties.

- I. Reasonable suspicion testing for drugs may be done at any time while the employee is on duty, including prior to the start of duties of that work shift.
  - J. For drug tests, the reasonable suspicion documentation must be completed within 24 hours of the observed behavior or before the results are released, whichever is earlier.
  - K. If a reasonable suspicion alcohol test is not administered within two hours following the supervisor's observations, the supervisor must prepare and maintain on file a record stating the reasons the alcohol test was not administered promptly.
  - L. If the reasonable suspicion alcohol test is not administered within eight hours, the supervisor must cease attempts to have the tests administered and must prepare and maintain on file a record stating the reasons the alcohol and/or drug test was not administered promptly.
  - M. An employee who is taken for a reasonable suspicion drug and/or alcohol test must be immediately removed from safety-sensitive duties and cannot be returned to those duties until a negative result from the reasonable suspicion test is received.
  - N. An employee's refusal to test or cooperate in the testing process will be treated as a positive test.
  - O. At the conclusion of the collection process, the supervisor or Human Resources Department employee will make necessary arrangements to have the employee taken home; the employee cannot be permitted to drive. If the employee refuses those arrangements and attempts to drive, do not attempt to restrain the employee but contact local law enforcement to report the circumstances.
5. RETURN-TO-DUTY TESTING: (382.309; 40.305)
- A. Employees retained by the County after a positive test result, test refusal, or self-disclosure may return to safety-sensitive functions after their evaluation by a SAP and participation in the prescribed treatment program.
  - B. Return-to-duty tests need not be confined to the substance involved in the violation. The SAP may recommend both a drug and alcohol return-to-duty test be given. The employee must have a negative test result before returning to duty.
  - C. Return-to duty drug tests must be under direct observation.
6. FOLLOW-UP TESTING: (382.311; 40.307)
- A. An employee who has tested positive for drugs and/or alcohol will be subject to unannounced follow-up drug and/or alcohol testing after return to safety-sensitive duties. The follow-up testing schedule is determined by the SAP and will consist of a minimum of six drug and/or alcohol tests in the first 12 months. Follow-up testing may be extended up to five years at the direction of the SAP. The number and frequency of the tests are to be

- determined by the SAP but must consist of at least 6 tests during the 12 month period following return to duty and may extend for up to 5 years.
- B. The SAP's plan for follow-up testing must remain unknown to the employee.
  - C. Follow-up tests cannot be substituted for other tests (such as random).
  - D. Follow-up drug tests must be under direct observation.

VII. **TESTING PROCEDURES (382.407 – 409)**

Testing shall be conducted in a manner to ensure adherence to standards of confidentiality, privacy, accuracy, and reliability as required by DOT regulations.

1. **CONTROLLED SUBSTANCE TESTING:** (Part 40, Subpart B)

- A. Testing for controlled substances shall be conducted in accordance with 49 CFR Part 40. [NOTE: Effective June 1, 2023, oral fluid testing is permitted by DOT, but the testing cannot take place until HHS certifies at least two laboratories. Some experts state this will not happen until mid to late 2024. Employers can choose either an oral fluid collection or a urine collection for any DOT-regulated test [i.e., pre-employment, random, reasonable suspicion/cause, post-accident (other than FRA [1]), return-to-duty, or follow-up]. If there is a reason a second collection is needed during the testing event, (e.g., initial temperature out-of-range urine specimen, or insufficient quantity for either an oral fluid or a urine specimen), the employer may choose to change to the other type of collection to finish the testing event. While the employer may opt for only one methodology, oral fluid testing must be available for directly observed collections for transgender and nonbinary individuals. There is lots of information on the web as to which method is best for each regulated test. Insert the testing selection here.]
- B. A positive result will occur if the sample contains a substance present in an amount greater than the minimum threshold as defined by the regulations.
- C. A Medical Review Officer or MRO's assistant will contact the employee/applicant if there is a positive result to verify the result.
- D. The Medical Review Officer or MRO's assistant will report the result to the DER or other authorized County official.
- E. The Medical Review Officer or MRO's assistant will give the donor the option of testing the remaining split specimen at a HHS certified laboratory of their choice at their expense. The donor has up to 72 hours to request the split sample be tested.

2. **ALCOHOL TESTING:** (Part 40, Subpart B)

- A. Alcohol testing shall be conducted in accordance with 49 CFR Part 40. Alcohol testing may be conducted by a qualified Screening Test Technician (STT) or Breath Alcohol Technician (BAT). STTs are only permitted to conduct

the first test given to an employee by using either a breath or saliva test (Screening Test). A BAT is authorized to conduct a Screening Test, but, unlike a STT, is also authorized to conduct the second test given to an employee whose test result is .02 or above (Confirmation Test). For a Screening Test, the STT or BAT may use an approved Alcohol Screening Device (ASD) or an Evidential Breath Testing device (EBT). For a Confirmation Test, the BAT is required to use an EBT.

- B. If an employee's alcohol concentration is 0.02 – 0.039, a second, confirmation test will be performed. If the confirmation test results are in the same range, the results will be reported to the County of Lincoln. The employee will be removed from performing any safety-sensitive functions for 24 hours before being required to re-test and being allowed to return to work if those results are below 0.02.
- C. If an employee's alcohol concentration is 0.04 or greater, a second confirmation test will be performed. If the confirmation test results are the same or greater, the test will be considered positive and reported to the County of Lincoln. The employee will be removed from duty and (if retained) they must complete the entire SAP rehabilitative process as outlined in this policy.

#### **VIII. REFUSAL TO SUBMIT TO TESTING (382.107 and 382.211)**

Refusal to submit to testing is equivalent to a positive test. Any employee refusing to submit to testing will be referred to a SAP and will face appropriate disciplinary action. Any applicant refusing to submit to testing will not be considered for employment with the County of Lincoln. The following behavior constitutes a refusal:

1. Failure to appear for any test (except a pre-employment test) after being directed to do so by the employer.
2. Failure to remain at the testing site until the testing process is complete. Provided that a person who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
3. Failure to provide specimen.
4. In the case of a drug test that is required to be directly observed or is a monitored collection, when the donor fails to permit the observation or monitoring.
5. Failure to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
6. Failure or declining to take a second test the employer or collector has directed the donor to take.
7. Failure to undergo a medical examination or evaluation, as directed by the MRO, as part of the verification process ("shy bladder" shy lung"), or as directed by the Designated Employer Representative (DER). In the case of a pre-employment drug

- test, the applicant is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
8. Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behaving in a confrontational manner that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
  9. Is reported by the MRO as having a verified adulterated or substituted test result.
  10. A donor's admission to a collector that he/she has adulterated or substituted their specimen.
  11. Failure to follow the observer's instructions to raise and lower clothing or to turn around to permit the observer to determine if the donor has a prosthetic or other device that could be used to interfere with the collection process.
  12. Possession of or wearing a prosthetic or other device that could be used to interfere with the collection process.

IX. **[Optional]VOLUNTARY EMPLOYEE SELF-IDENTIFICATION PROGRAM:** ( As allowed by the County of Lincoln] and not required by DOT regulations.)

1. As deemed practical, the County of Lincoln will assist employees in overcoming drug and alcohol problems if this policy has not already been violated. An employee may not self-identify to avoid required testing. To participate in this voluntary program, the employee must make the admission of alcohol misuse or drug use **prior to** performing a safety-sensitive function (i.e., prior to reporting for duty).
2. Employees who seek voluntary treatment prior to a violation of this policy will not be disciplined for making a voluntary admission of alcohol misuse or controlled substance use within the parameters of this policy.
3. The employee will be referred the County's Employee Assistance Program (EAP) Employees who seek voluntary assistance will be returned to safety-sensitive duties only upon successful completion of an educational or treatment program as determined by a SAP.
4. Prior to the employee participating in a safety-sensitive function, the employee shall undergo a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or controlled substance test with a verified negative test. The employee will be required to submit to follow up testing as set forth in this policy.
5. Employees are encouraged to apply for FMLA leave if participating in a rehabilitation treatment program. The County offers health benefit plans to eligible employees that cover treatment for substance use disorders. Insurance may cover all or part of the cost of such a program. However, the financial burden of payment for such a program ultimately rests with the employee. Information regarding availability of treatment resources and possible insurance coverage for treatment services is available from the Human Resources Department.



**X. DESIGNATED EMPLOYER REPRESENTATIVE (DER)**

The Human Resources Department will serve as the DER and may be contacted to answer questions regarding this policy or issues related to the use or misuse of controlled substances or alcohol.

**XI. TRAINING (382.601; 382.603)**

1. Those employees who supervise covered employees must receive 60 minutes of alcohol and 60 minutes of controlled substance training. The training will be used by the supervisors to determine whether reasonable suspicion exists to require a driver to undergo testing under Section VII(4) of this policy. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.
2. Each covered employee must be provided with a copy of this policy and materials about the effects of drug and alcohol use (such as film or written), the County DOT policy, and the name of the supervisor who can answer their questions about the material. Each employee must sign a certificate of receipt of the materials.

**XII. CONFIDENTIALITY/RECORD KEEPING (Part 382, Subpart D; Part 40, Subpart P)**

All records will be maintained and retained in accordance with federal regulations. All employee drug and alcohol test records are considered confidential and will be secured and only accessible to authorized employees. Employee alcohol and controlled substance test records will only be released in the following situations:

- To an employee, upon their request;
- Upon written consent by the employee authorizing the release to a specified individual;
- Upon request of a DOT agency with regulatory authority over the County;
- Upon request of state or local officials with regulatory authority over the County;
- Upon request of the United States Secretary of Transportation;
- Upon request by the National Transportation Safety Board (NTSB) as part of an accident investigation;
- In a lawsuit, grievance, or other proceeding when legally applicable;
- Upon request by subsequent employers upon receipt of a written request by an employee;
- To the Clearinghouse.

**XIII. CLEARINGHOUSE REPORTING**

The following information will be collected and maintained under this section and shall be reported to the Clearinghouse:

1. A verified positive, adulterated, or substituted drug test result;

2. An alcohol confirmation test with a concentration of 0.04 or higher;
3. A refusal to submit to a required test;
4. An employer's report of actual knowledge, as defined at §382.107:
  - A. On duty alcohol use pursuant to §382.205;
  - B. Pre-duty alcohol use pursuant to §382.207;
  - C. Alcohol use following an accident pursuant to §382.209; and
  - D. Controlled substance use pursuant to §382.213;
5. A SAP's report of the successful completion of the return-to-duty process;
6. A negative return-to-duty test; and
7. A report of completion of follow-up testing.

#### **XIV. INFORMATION ON DRUG ABUSE AND ALCOHOLISM (§ 382.601(b)(11))**

Drug use and alcohol abuse can have a serious impact on everyone. Either can negatively impact health, work, personal life, and the lives of others. The following information should assist in identifying individuals at risk and represent some of the potential effects that drug and alcohol use may have on the user:

##### **Workplace**

- May cause the employee to feel capable of handling tasks that are too much or too dangerous.
- May cause lateness and absenteeism, increasing the workload of others.
- May cause crime on the job, including theft of County and personal property.
- May cause major errors in the work performed, risking harm to the employee, coworkers, and customers.

##### **Health**

- Neurological problems, including dementia, anxiety, and suicide;
- Cardiovascular problems, include hypertension;
- Increased cancer risk;
- Liver diseases, including alcoholic hepatitis and cirrhosis;
- Sexual dysfunction.

##### **Personal life**

- Alcohol can also destroy relationships, lead to serious problems with the law (e.g., drunk driving), and even cause harm to the people you love.
- If drinking affects your work life, it could lead to job loss and all the financial problems that would follow.

##### **Signs and Symptoms of a drug and/or alcohol problem**

Any one or more of the following signs may indicate a drug and/or alcohol problem:

- Appears fearful, anxious, or paranoid for no reason;
- Blackouts or the inability to remember what has happened;
- Cold, sweaty palms; shaking hands;
- Lack of motivation; appears lethargic or "spaced out;"
- Pattern of absenteeism with vague excuses;

- Red, watery eyes; pupils larger or smaller than usual; blank stare;
- Regular (or daily) use or consumption;
- Secretive or suspicious behavior;
- Sudden mood swings, irritability, or angry outbursts;
- Unexplained need for money; stealing money or items.

**Intervening when a drug or alcohol problem is suspected**

There are several good reasons why employees should be concerned if their coworkers are using drugs or alcohol on the job:

- The employee and their coworkers' health and safety may be at risk.
- Creates a negative work environment.

No matter what the employee's position is in the County, steps can be taken to reduce the risk of drug and alcohol abuse on the job. Acceptance of any misuse puts the employee, the County, and the public at risk. Accordingly, the County requests that any signs or symptoms of drug use or alcohol abuse be reported to the employee's immediate supervisor. Alternatively, employees may report any signs or symptoms to the County **DER**. Additional information may be obtained by contacting the County's Employee Assistance Program ("EAP").

**XV. ACKNOWLEDGMENT**

The final page of this policy is the acknowledgment to be completed by the employee upon receipt of the policy attesting that they understand that to continue employment with the County of Lincoln they must abide by the terms of this policy. The signed acknowledgment page must be returned to the County of Lincoln Human Resources Department.

**ACKNOWLEDGMENT AND RECEIPT**

I have received a copy of the **County of Lincoln's Government Policy Regarding Compliance with Department of Transportation Drug and Alcohol Regulations**.

I understand that in order to continue my employment with the County of Lincoln, I must abide by the terms of this policy.

---

**Printed Employee Name**

---

**Employee #**

---

**Employee Signature**

---

**Date**

**Return to:**  
The County of Lincoln Human Resources Department

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

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

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

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

**NOW THEREFORE, BE IT RESOLVED:**

**A. PURPOSE:**

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

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

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

**C. OCEC SHALL:**

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

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

12. Ensure all installed OCEC equipment is licensed with the Federal Communications Commission (FCC), and that OCEC equipment will not interfere with any existing equipment at the Tower site.

**D. COUNTY SHALL:**

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

**E. VALUE TO COUNTY:**

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

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

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

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

3. COMMENCEMENT/EXPIRATION/ TERMINATION.

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

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

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



operation of OCEC's equipment at the Tower premises cannot be obtained, or is revoked, or if OCEC determines the cost of obtaining or retaining such approval is prohibitive.

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

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

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

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

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

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

9. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either Party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

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

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

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

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

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

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

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

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

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

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

*County of Lincoln*  
Ira Pearson or his successor  
County Manager  
P.O. Box 711  
Carrizozo, NM 88301  
Phone: (575) 648-2385  
Facsimile: (575) 648-4182  
email: ipearson@lincolncountynm.gov

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

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

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

**OTERO COUNTY ELECTRIC  
COOPERATIVE**

**COUNTY OF LINCOLN**

\_\_\_\_\_  
By: Cheryl Gilliland  
Its: IT Manager

Date:\_\_\_\_\_

\_\_\_\_\_  
By: Ira T. Pearson  
Its: Manager

Date:\_\_\_\_\_

## CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: **Delores Herrera** 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: **Delores Herrera**

**4. Property Legal Description:** The Lien is claimed upon the following property:  
See Exhibit A attached

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**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2523.99 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 August 22, 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)***

**Delores Herrera**

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: **Leopoldo G. Herrera or Emma Jean Herrera** 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: **Leopoldo G. Herrera or Emma Jean Herrera**

**4. Property Legal Description:** The Lien is claimed upon the following property:

See Exhibit A attached

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Land owner (1006593) Leopoldo & Emma Herrera      MH (252260) Leopoldo & Emma Herrera

---

**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2574.57 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 August 22, 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)***

**Leopoldo G. Herrera or Emma Jean Herrera**

[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: **Randy W. Horst** 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: **Randy W. Horst**

**4. Property Legal Description:** The Lien is claimed upon the following property:

See Exhibit A attached

Land (276175)Randy Horst    MH (336150) Randy Horst

**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2052.00 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, 2020 to August 22, 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)***

**Randy W. Horst**

[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: Cheryl Huband 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: Cheryl Huband

**4. Property Legal Description:** The Lien is claimed upon the following property:  
See Exhibit A Attached

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**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2138.46 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 August 22, 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)***

**Cheryl Huband**

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: **Helene O. Kobelnyk** 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: **Helene O. Kobelnyk**

**4. Property Legal Description:** The Lien is claimed upon the following property:

See Exhibit A attached

Land (307375) Helene O. Kobelnyk

MH (307369) Helene O. Kobelnyk

**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2506.34 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 August 22, 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)***

**Helene O. Kobelnyk**

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: Helene Kobelnyk 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: Helene Kobelnyk

**4. Property Legal Description:** The Lien is claimed upon the following property:  
See Exhibit A Attached

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**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2506.34 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 August 22, 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)***

**Helene Kobelnyk**

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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: Cynthia Lanmon 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: Cynthia Lanmon

**4. Property Legal Description:** The Lien is claimed upon the following property:  
See Exhibit A Attached

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**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2355.23 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, 2016 to August 22, 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)***

**Cynthia Lanmon**

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: Douglas E. Larue 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: Douglas E. Larue

**4. Property Legal Description:** The Lien is claimed upon the following property:  
See Exhibit A Attached

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**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2624.95 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 August 22, 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)***

**Douglas E. Larue**

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: Manuel R. Lopez 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: Manuel R. Lopez

**4. Property Legal Description:** The Lien is claimed upon the following property:  
See Exhibit A Attached

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**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2142.74 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 January 1, 2015 to August 22, 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)***

**Manuel R. Lopez**

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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:

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\_\_\_\_\_  
Notary Public

## CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: **Yovanne Lucero & Crystal Lucero** 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: **Yovanne Lucero & Crystal Lucero**

**4. Property Legal Description:** The Lien is claimed upon the following property:  
See Exhibit A Attached

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**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2256.15 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release 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, 2016 to August 22, 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)***

**Yovanne Lucero & Crystal Lucero**

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: **Keith Alan McDaniel & Keri Sue McDaniel** 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: **Keith Alan McDaniel & Keri Sue McDaniel**

**4. Property Legal Description:** The Lien is claimed upon the following property:  
See Exhibit A Attached

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**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2404.55 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, 2016 to August 22, 2023, the later statement being for service through September 30, 2023. Charges for solid waste collection, transportation and disposal will continue to accrue.

**Keith Alan McDaniel & Keri Sue McDaniel**

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: Bonnie McEuen 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: Bonnie McEuen

**4. Property Legal Description:** The Lien is claimed upon the following property:  
See Exhibit A Attached

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**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2523.86 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 January 1, 2015 to August 22, 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)***

## Bonnie McEuen

[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: Diane K. Medcalf 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: Diane K. Medcalf

**4. Property Legal Description:** The Lien is claimed upon the following property:  
See Exhibit A Attached

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**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2613.91 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 August 22, 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)***

**Diane K. Medcalf**

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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:

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\_\_\_\_\_  
Notary Public

## CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: Jesus Medina 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: Jesus Medina

**4. Property Legal Description:** The Lien is claimed upon the following property:

See Exhibit A Attached

Jesus Medina (Land# 1007379)

Sandra Medina & Ricardo Almanza (MH# 252481)

**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2649.40 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 August 22, 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)***

**Jesus Medina**

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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: Jesus Medina Jr. & Rosa Medina 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: Jesus Medina Jr. & Rosa Medina

**4. Property Legal Description:** The Lien is claimed upon the following property:

See Exhibit A Attached

(Land# 252292) Jesus Medina Jr & Rosa Medina

(MH# 252291) Jesus Medina Jr

**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2649.40 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 August 22, 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)***

**Jesus Medina Jr. & Rosa Medina**

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: Jesus Medina 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: Jesus Medina

**4. Property Legal Description:** The Lien is claimed upon the following property:

See Exhibit A Attached

(Land# 1007379) Jesus Medina (MH# 1003398) Jesus Medina

**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2202.36 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, 2015 to August 22, 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)***

**Jesus Medina**

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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: Craig Wilguess and Eleanor Wilguess 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: Craig Wilguess and Eleanor Wilguess

**4. Property Legal Description:** The Lien is claimed upon the following property:

See Exhibit A attached Craig & Eleanor Wilguess (Land)294575 Craig & Eleanor Wilguess (MH)330209

**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 672.32 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, 2021 to August 9, 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)***

**Craig Wilguess and Eleanor Wilguess**

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: Pete M. Salas Jr. and Nancy J. 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: Pete M. Salas Jr. and Nancy J. Sanchez

**4. Property Legal Description:** The Lien is claimed upon the following property:  
See Exhibit A attached Pete M. Salas Jr. & Nancy J. Sanchez (Land)251575 Julio & Irma Martinez (MH)258669

**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 701.58 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 August 9, 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)***

**Pete M. Salas Jr. and Nancy J. 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: Jack R. Valentine 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: Jack R. Valentine

**4. Property Legal Description:** The Lien is claimed upon the following property:

See Exhibit A attached Jack R.Valentine (Land)267475 Rudy A. & Jennifer D. Chavez (MH)311829

**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 701.58 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, 2021 to August 9, 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)***

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**Jack R. Valentine**

[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: John R. Clark and Wanda E. Clark 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: John R. Clark and Wanda E. Clark

**4. Property Legal Description:** The Lien is claimed upon the following property:  
See Exhibit A attached

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**5. Amount of Lien:** After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 733.86 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 August 9, 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)***

**John R. Clark and Wanda E. Clark**

[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



# *County of Lincoln*

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

## **AGENDA ITEM NO. 8**

### **SUBJECT:**

County of Lincoln Budget

- a. Approval of Budget Adjustment for FY 23/24 by Resolution 2024-08
- b. Discussion and Consideration of County Employee Pay Plan
- c. Approval of Bargaining Agreement Between the County of Lincoln and the Lincoln County Deputy Sheriff's Association
- d. Discussion and Consideration of the Sheriff's Civil Service Software Program
- e. Consideration of Unfunded Departmental Requests

Tuesday, August 22, 2023

**LINCOLN COUNTY COMMISSION  
RESOLUTION NO. 2024-08  
BUDGET ADJUSTMENT FY 2023-2024**

**WHEREAS**, the Lincoln County Board of Commissioners, meeting in a regular session on August 22, 2023 did review requests for adjustments to the 2023-24 Budget; and

**WHEREAS**, it was determined that the proposed budget adjustments would be beneficial for the citizens of Lincoln County;

**NOW, THEREFORE, BE IT RESOLVED** that the New Mexico Department of Finance and Administration is respectfully requested to approve this resolution with the following adjustments;

Fund	DFA Line #	Description	Revenues	Expenses	Transfer In	Transfer Out
<i>General</i>		<i>General</i>				
401-00-1951	11000-0001-61200	Transfer out Legislative Appro (420)			\$ -	\$ 110,000.00
401-00-1950	11000-0001-61100	Transfer In from Legislative Appro (420)			\$ 110,000.00	
		<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 110,000.00</b>	<b>\$ 110,000.00</b>
<i>Re-Appraisal Fund</i>		<i>Re-Appraisal Fund</i>				
499-68-2139	20300-1003-57150	Subscription		\$ 10,384.61		
		<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 10,384.61</b>	<b>\$ -</b>	<b>\$ -</b>
<i>VFD</i>		<i>VFD</i>				
407-00-1560	20900-3002-47100	Bonito VFD State Fire Allotment	\$ 15,026.00			
409-00-1560	20900-3002-47100	Hondo VFD State Fire Allotment	\$ 9,652.00			
410-00-1560	20900-3002-47100	Lincoln VFD State Fire Allotment	\$ 9,006.00			
411-00-1560	20900-3002-47100	Nogal VFD State Fire Allotment	\$ 9,006.00			
412-00-1560	20900-3002-47100	Glencoe-Palo Verde VFD State Fire Allotment	\$ 8,058.00			
416-00-1560	20900-3002-47100	White Oaks VFD State Fire Allotment	\$ 4,266.00			
419-00-1560	20900-3002-47100	Arabela VFD State Fire Allotment	\$ 4,624.00			
424-00-1560	20900-3002-47100	OES Fire Service State Fire Allotment	\$ 4,503.00			
		<b>Subtotal</b>	<b>\$ 64,141.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<i>Legislative Approp.</i>		<i>Legislative Approp</i>				
420-00-1950	30300-0001-61100	Transfer In from General Fund			\$ 110,000.00	
420-00-1951	30300-0001-61200	Transfer Out to General Fund				\$ 110,000.00
420-00-1609	30300-0001-47499	Legislative Approp-Grant Management	\$ 30,000.00			
420-00-1728	30300-0001-47300	Legislative Approp-Vehicle Grant	\$ 80,000.00			
420-28-2944	30300-2002-58999	Capout-Grant Management		\$ 30,000.00		
420-28-2925	30300-2002-58080	Capout-Vehicle		\$ 80,000.00		
		<b>Subtotal</b>	<b>\$ 110,000.00</b>	<b>\$ 110,000.00</b>	<b>\$ 110,000.00</b>	<b>\$ 110,000.00</b>
<i>LG Abatement Funds</i>		<i>LG Abatement Funds</i>				
685-00-1180	27000-0001-46030	Interest Earned	\$ 8,500.00	\$ -		
		<b>Subtotal</b>	<b>\$ 8,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
		<b>TOTAL</b>	<b>\$ 182,641.00</b>	<b>\$ 120,384.61</b>	<b>\$ 220,000.00</b>	<b>\$ 220,000.00</b>

**PASSED, APPROVED AND ADOPTED this 20th of June 2023.**

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

\_\_\_\_\_  
Todd F. Proctor, Chairman  
District I

\_\_\_\_\_  
Mark G. Fischer, Member  
District V

\_\_\_\_\_  
Pierre S. Pfeffer, Member  
District IV

\_\_\_\_\_  
Jon F. Crunk, Vice Chairman  
District III

\_\_\_\_\_  
Samantha J. Serna, Member  
District II

ATTEST:

\_\_\_\_\_  
Shannan Hemphill, County Clerk

# Proposed Increase Pay Plan

## Rates

## Tier 1

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

## Rates

## Tier 2

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

## Rates

## Tier 3

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

## Rates

## Tier 4

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

## Rates

## Tier 5

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



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

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

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

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

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

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

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

Rates				Tier 13
<i>Rates:</i>	<i>Min</i>	<i>Mid</i>	<i>Max</i>	<i>Title</i>
Salary:	\$ 120,000.00	\$ 150,000.00	\$ 180,000.00	County Manager
Hourly:	\$ 57.69	\$ 72.12	\$ 86.54	

## Temporary/Part Time

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

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

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

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

LINCOLN COUNTY SALARY										REVISED
POSITION	CO. EXP	MIN	MED	MAX	NEW SAL	ACT	DIFF \$	DIFF %	INCREASE	3%
<b>MANAGER'S OFFICE</b>										
Finance Officer	18.00%	48309	60386	72464	52656.81	46667.09	5989.72	113%		
Purchasing Agent	17.00%	48309	60386	72464	52415.27	46667.09	5748.18	112%		
Finance Director	53.00%	66200	82750	99300	83743.00	63349.31	20393.69	132%		
Inventory Assets Clerk	23.00%	48309	60386	72464	53864.54	46667.09	7197.45	115%		
Human Resource Director	17.00%	66200	82750	99300	71827.00	49509.20	22317.80	145%		
County Manager	0.00%	120000	150000	180000	120000.00	104999.96	15000.04	114%		
<b>Total</b>							<b>76646.87</b>		<b>61646.83</b>	
<b>PUBLIC WORKS</b>										
Public Works Director (open)	11.49%	66200	82750	99300	70001.54	70000.00	1.54	100%		
Planning Technician	3.00%	36818	46023	55227	37370.27	36817.87	552.40	102%	552.14	18.23193
Lodger's Tax Admin	2.00%	36818	46023	55227	37186.18	36817.87	368.31	101%	736.23	18.23193
							<b>922.24</b>		<b>920.71</b>	
<b>OES</b>										
OES Director	50.00%	66200	82750	99300	82750.00	61181.32	21568.68	135%		
Emergency Services Coord	24.00%	53304	66630	79956	59700.48	40256.94	19443.54	148%		
Firefighter	17.50%	41526	51908	62289	45159.53	37955.84	7203.69	119%		
							<b>48215.905</b>		<b>48215.91</b>	
<b>MAINTENANCE</b>										
Maintenance	12.00%	33800	42250	50700	35828.00	33711.39	2116.61	106%		
Custodian	2.00%	33800	42250	50700	34138.00	29357.54	4780.46	116%		
							<b>6897.07</b>		<b>6897.07</b>	
<b>CLERK'S OFFICE</b>										
Probate Deputy Clerk	100.00%	41526	51908	62289	62289.00	54193.15	8095.85	115%		
Deputy Clerk	9.00%	35808	44760	53712	37419.36	35766.64	1652.72	105%		
Historian Clerk	2.00%	35808	44760	53712	36166.08	31759.73	4406.35	114%		
Imaging Tech	56.00%	36818	46023	55227	47127.04	40266.10	6860.94	117%		
							<b>21015.86</b>		<b>21015.86</b>	
<b>BOE</b>										
BOE Clerk	8.00%	48309	60386	72464	50241.36	46667.09	3574.27	108%		
							<b>3574.27</b>			
<b>ASSESSOR'S OFFICE</b>										
Certified Appraisers	54.00%	43628	54535	65442	55407.56	46680.40	8727.16	119%		
Certified Appraisers	21.00%	43628	54535	65442	48208.94	43988.05	4220.89	110%		
Appraiser III	59.00%	41526	51908	62289	53776.17	43988.05	9788.12	122%		
Certified Appraisers	22.50%	43628	54535	65442	48536.15	43988.05	4548.10	110%		
Certified Appraisers	22.00%	43628	54535	65442	48427.08	43988.05	4439.03	110%		
Certified Appraisers	26.00%	43628	54535	65442	49299.64	43988.05	5311.59	112%		
Title Examiner	9.00%	39649	49561	59474	41433.21	41462.93	-29.72	100%	1243.8879	
Chief Appraiser	13.00%	53304	66630	79956	56768.76	49509.20	7259.56	115%		
Re-Appraisal Clerk	9.00%	39649	49561	59474	41433.21	41462.93	-29.72	100%	1243.8879	
Appraisal Clerk	6.00%	35808	44760	53712	36882.24	35766.64	1115.60	103%		

GIS	33.00%	43628	54535	65442	50826.62	49523.55	1303.07	103%	
<b>46653.67</b>								<b>46713.12</b>	
<b>TREASURER'S OFFICE</b>									
Deputy Treasurer I	6.00%	35808	44760	53712	36882.24	31759.73	5122.51	116%	
Deputy Treasurer II	3.00%	36818	46023	55227	37370.27	33692.46	3677.81	111%	
Deputy Treasurer III	3.00%	39649	49561	59474	40243.74	35746.88	4496.86	113%	
Financial Accounting Officer	13.00%	53304	66630	79956	56768.76	46667.09	10101.67	122%	
<b>23398.85</b>								<b>23398.85</b>	
<b>SHERIFF</b>									
<b>DISPATCH</b>									
Dispatcher II	4.00%	39520	49400	59280	40310.40	37481.60	2828.80	108%	
Dispatcher IV	48.00%	45760	57200	68640	56742.40	44096.00	12646.40	129%	
Dispatcher III	18.00%	43680	54600	65520	47611.20	41891.20	5720.00	114%	
Dispatcher IV	14.00%	45760	57200	68640	48963.20	44096.00	4867.20	111%	
Dispatcher IV	11.00%	45760	57200	68640	48276.80	44096.00	4180.80	109%	
Dispatcher IV	0.00%	45760	57200	68640	45760.00	41600.00	4160.00	110%	
Chief Dispatcher	32.00%	53304	66630	79956	61832.64	49509.20	12323.44	125%	
<b>46726.64</b>								<b>46726.64</b>	
<b>SHERIFF OFFICE</b>									
Transport/ Court Security	22.00%	35044	43805	52566	38898.84	40256.94	-1358.10	97%	1207.7082
Transport/ Court Security	13.00%	35044	43805	52566	37321.86	40256.94	-2935.08	93%	1207.7082
Transport/ Court Security	62.00%	35044	43805	52566	45907.64	40256.94	5650.70	114%	
Records Coordinator	17.50%	36818	46023	55227	40039.58	35766.64	4272.94	112%	
Civil Process / Animal Officer (open)	4.00%	35044	43805	52566	35744.88	35746.88	-2.00	100%	
Lieutenant Sherrif	16.00%	66200	82750	99300	71496.00	71500.00	-4.00	100%	2145
<b>5624.455</b>								<b>9923.63</b>	
<b>ROAD DEPT</b>									
TEMP	0.00%	17160	21450	25740	17160.00	15600.00	1560.00	110%	
Operator II (open)	1.00%	39649	49561	59474	39847.25	33703.90	6143.35	118%	
Operator II (Open)	8.00%	39649	49561	59474	41234.96	33042.88	8192.08	125%	
Operator II	32.00%	39649	49561	59474	45992.84	37955.84	8037.00	121%	
Operator II	3.00%	39649	49561	59474	40243.74	33703.90	6539.84	119%	
Operator II (open)	0.00%	39649	49561	59474	39649.00	33703.90	5945.10	118%	
Operator II (open)	0.00%	39649	49561	59474	39649.00	33703.90	5945.10	118%	
Operator III	69.00%	41526	51908	62289	55852.47	44457.09	11395.38	126%	
Operator III	17.00%	41526	51908	62289	45055.71	40266.10	4789.61	112%	
Operator III	33.00%	41526	51908	62289	48377.79	40266.10	8111.69	120%	
Operator III	0.00%	41526	51908	62289	41526.00	40266.10	1259.90	103%	
Operator IV	72.00%	43628	54535	65442	59334.08	42721.12	16612.96	139%	
Operator IV	29.00%	43628	54535	65442	49954.06	42721.12	7232.94	117%	
Operator IV	79.00%	43628	54535	65442	60861.06	53118.00	7743.06	115%	
Operator IV (open)	0.00%	43628	54535	65442	43628.00	42721.12	906.88	102%	1281.6336
Operator IV	33.00%	43628	54535	65442	50826.62	42721.12	8105.50	119%	
Operator IV	88.00%	43628	54535	65442	62824.32	63387.78	-563.46	99%	1901.6334
Mechanic	33.00%	43628	54535	65442	50826.62	48110.82	2715.80	106%	
Mechanic	35.00%	43628	54535	65442	51262.90	42721.12	8541.78	120%	
Foreman	50.00%	53304	66630	79956	66630.00	42706.77	23923.23	156%	

Admin Assistant	63.00%	36818	46023	55227	48415.67	44432.34	3983.33	109%	
Road Superintendent	70.00%	66200	82750	99300	89370.00	93704.00	-4334.00	95%	
<b>147121.06</b>									<b>147121.06</b>
<b>SENIOR CENTER</b>									
Site Manager / SAMS Coord	9.00%	39649	49561	59474	41433.21	39081.74	2351.47	106%	
Dist. Driver / Office Asst.	30.00%	32440	40550	48660	37306.00	29072.58	8233.42	128%	
Driver (60)	10.00%	23820	29775	35730	25011.00	23138.86	1872.14	108%	
Head Cook	5.00%	33800	42250	50700	34645.00	32090.24	2554.76	108%	
Trainee (38)	4.00%	14820	14820	14820	14820.00	14820.00	0.00	100%	Min. Wage Set by State
Site Manager	15.00%	35044	43805	52566	37672.30	36838.67	833.63	102%	1105.1601
Cook (60)	24.00%	24960	31200	37440	27955.20	24548.94	3406.26	114%	
Site Manager	33.00%	35044	43805	52566	40826.26	36838.67	3987.59	111%	
Cook (40)	1.00%	16640	20800	24960	16723.20	14532.44	2190.76	115%	
Site Manager	4.00%	35044	43805	52566	35744.88	34713.74	1031.14	103%	
Cook	54.00%	33280	41600	49920	42265.60	34735.38	7530.22	122%	
Site Manager	13.00%	35044	43805	52566	37321.86	36838.67	483.19	101%	621.97
Driver (40)	9.00%	15880	19850	23820	16594.60	15425.90	1168.70	108%	
Driver/ Clerk / Cook Aid (60)	13.00%	23820	29775	35730	25368.30	23138.86	2229.44	110%	
Cook	6.00%	33280	41600	49920	34278.40	30844.11	3434.29	111%	
Cook Aid (60)	33.00%	23820	29775	35730	27750.30	23138.86	4611.44	120%	
Zia Program Manager	50.00%	66200	82750	99300	82750.00	64044.86	18705.14	129%	
<b>64623.59</b>									<b>63789.96</b>
<b>SOLID WASTE</b>									
Clerks	3.00%	35808	44760	53712	36345.12	36817.87	-472.75	99%	1104.5361
Clerks	10.00%	35808	44760	53712	37598.40	36817.87	780.53	102%	324.01
<b>307.78</b>									<b>780.53</b>
<b>INDIGENT</b>									
Indigent Admin	77.00%	41526	51908	62289	57513.51	46667.09	10846.42	123%	
<b>10846.42</b>									<b>10846.42</b>

INCREASE PER WORKSHEET	<b>487996.58</b>	14675.494
INCREASE FOR PROPOSED 3%	<b>14675.4938</b>	
INCREASE FOR BENEFITS	<b>102547.13</b>	

<b>TOTAL PROPOSED INCREASE</b>	<b>605219.20</b>
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**AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF LINCOLN**  
**AND**  
**THE LINCOLN COUNTY DEPUTY SHERIFFS' ASSOCIATION**

**SECTION 1. PARTIES TO THE AGREEMENT.**

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

**SECTION 2. ASSOCIATION REPRESENTATIVE.**

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

**SECTION 3. SEXUAL HARASSMENT.**

The parties agree and recognize that sexual harassment is a violation of County regulations, state law and federal law, is demeaning to employees subjected to such conditions and is destructive to the work environment. Unwelcome sexual advances, requests for sexual favors and other verbal

or physical conduct of a sexual nature shall constitute sexual harassment. Sexual harassment by any employee, representative or other person who works subject to the control of either party is forbidden. The parties will abide by all appropriate rules, regulations, and laws prohibiting sexual harassment.

#### **SECTION 4. LEAVE TO VOTE.**

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

#### **SECTION 5. MATERNITY LEAVE.**

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

#### **SECTION 6. MILITARY LEAVE.**

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

#### **SECTION 7. LEAVES OF ABSENCE WITHOUT PAY.**

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

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

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

#### **SECTION 8. EMPLOYEE SAFETY AND HEALTH.**

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

The parties and the employees will work toward providing and maintaining safe and healthful working conditions. The parties will instill in the employees an awareness of the need for safe and healthful working habits. The parties will identify, report, and work toward the elimination of safety hazards in the workplace and the parties will comply with applicable health and safety laws.

## **SECTION 9. SICK, ANNUAL AND HOLIDAY LEAVE.**

### **9.1 SICK LEAVE.**

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

### **9.2 VACATION AND VACATION ACCRUAL.**

- A. Deputies will accrue vacation as follows:
  - 1 to 24 months of service - 3.077 hrs. accrual per pay period
  - 24 mos. +1 day to 120 mos. of service - 4.615 hrs. accrual per pay period
  - 120 mos. + 1 day and over of service - 6.154 hrs. accrual per pay period



- B. Subject to the staffing requirements of the Department, the Sheriff or his designee may allow more than one deputy to be off on vacation on any one day. In normal situations only one deputy will be allowed vacation on any one day. All requests for vacation will be considered on a first come first served basis. All requests will be time stamped by the employee when submitted to the Sheriff.

### 9.3 HOLIDAYS

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

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

- B. Deputies who do not work on a holiday, will be paid holiday pay of the total hours of a regular shift at the employee's regular rate of pay.
- C. Deputies required to work on a holiday will receive the total hours of a regular shift of holiday pay at straight time pay plus pay at the employee's regular rate of pay for the actual hours worked. All time worked on a holiday is counted as time worked for the purpose of computing overtime compensation as per the overtime provision of this Agreement.

## **SECTION 10. THE SAFETY AND HEALTH COMMITTEE.**

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

If the Association has a safety concern the issue will be brought to the attention of the Department in an attempt to resolve the issue. If the issue is not resolved at the Department level the President of the Association or his designee may bring the issue before the County Safety Collective Bargaining Agreement-County of Lincoln-LC Deputy Sheriffs' Association

Committee.

**SECTION 11. SENIORITY.**

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

**SECTION 12. EXTRA DUTY ASSIGNMENTS.**

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

**SECTION 13. OUTSIDE EMPLOYMENT.**

Employees shall consider the County of Lincoln as their primary employer. Employees may request approval to participate in outside employment. Outside employment is subject to Collective Bargaining Agreement-County of Lincoln-LC Deputy Sheriffs' Association

recommendation of the Undersheriff or designee and the approval of the Sheriff. The factors considered in reviewing requests for outside employment are the employee's performance, attendance, and number of hours to be worked in outside employment and whether a conflict of interest exists. Approvals for outside employment are for a period of 12 months. Approval of outside employment may be rescinded at anytime if any of the four factors considered for approval become an issue.

#### **SECTION 14. RETIREMENT.**

The County will continue the current PERA retirement program.

#### **SECTION 15. HOURS OF WORK AND OVERTIME.**

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

#### **SECTION 16. DEPUTY'S LIABILITY PROTECTION.**

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

#### **SECTION 17. GROUP MEDICAL AND HOSPITALIZATION INSURANCE.**

Deputies may apply to participate in the County's group medical and hospitalization insurance plan. Eligible employees, their spouse, and eligible children may opt to participate in the plan. The County will pay one hundred percent (100%) of the lowest cost "Employee Only" premium plan. Should the employee choose a plan with a higher cost, the employee will be

responsible for the difference in cost between the lowest cost plan and the chosen plan. The County will continue to pay its current rate of contribution of the premium for spouses, children and family coverage for the duration of this Agreement.

#### **SECTION 18. PHYSICAL EXAMINATIONS.**

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

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

#### **SECTION 19. CREDIT UNION.**

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

#### **SECTION 20. WORKERS COMPENSATION.**

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

#### **SECTION 21. JURY DUTY AND WITNESS PAY.**

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

#### **SECTION 22. ON-CALL AND CALL BACK.**

- A. Deputies "on-call" will be provided cell phones or radios and will not be required to remain at home for the purpose of "On-Call Status".
- B. Deputies called in to work will be compensated for the time actually worked.

- C. The determination as to the need for the use of on-call status and how many deputies are required will be made by the Sheriff or his designee.
- D. Deputies assigned to on-call status with a cell phone or radio will be compensated an additional \$10.00 per assignment per 24-hour period.

### **SECTION 23. TRAINING AND EDUCATION.**

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

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

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

### **SECTION 24. LAY OFF AND RECALL.**

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

### **SECTION 25. INTERNAL AFFAIRS.**

- A. The Internal Affairs Unit is established as a staff investigative body responsible to the Sheriff.
- B. This section establishes the guidelines for conduct of Internal Affairs interrogations. The existence of the Internal Affairs Unit does not lessen a commanding officer's authority or responsibility.
1. The interrogation of a police officer will normally be conducted when the officer is on duty or during the officer's normal working hours, unless the urgency of the investigation requires otherwise;
  2. Interrogations will take place normally at the Sheriff's administrative offices, unless the urgency of the investigation requires otherwise.
  3. If an officer is directed to leave his/her post and report for an interview, the officer shall immediately notify his/her supervisor.
  4. The officer under investigation will be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation.
  5. An officer will be informed of the nature of the investigation, and the names of all known complainants shall be disclosed to the officer unless the chief administrator of the officer's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity or security of the investigation. In the event that disciplinary action is taken against an employee and that the employee files a grievance the complainant will be made known.
  6. Each interrogation session shall not exceed two (2) hours unless the parties mutually consent to continuation of the session and there shall not be more than two (2) interrogation sessions within any twenty-four (24) hour period, unless the parties mutually consent to additional sessions or if the urgency of the investigation requires otherwise, provided there shall be at least one (1) hour rest period between the sessions.  
  
An officer shall be allowed to attend to physical necessities during the course of an interrogation session. The combined duration of an officer's work shift and any interrogation session shall not exceed fourteen (14) hours within a twenty-four (24) hour period, unless the urgency of the investigation requires otherwise.
  7. An officer shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session;
  8. Any interrogation of an officer shall be recorded, either mechanically or by a

stenographer, and the complete interrogation will be published as a transcript. Any recesses called during the interrogation shall be noted in the transcript.

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

#### **SECTION 26. DISCIPLINARY ACTION.**

- A. In the event that an investigation results in the implementation of disciplinary action, if the investigated employee so requests, the Association may designate a representative to participate at all stages of the grievance process. The employee will be provided copies of the written charges and the disciplinary action proposed.
- B. In notifying employees of disciplinary actions an attempt will be made to notify an employee in every-day language. The language need only be specific enough to notify the employee of the alleged misconduct and action proposed.
- C. Disciplinary actions shall include written reprimands, suspensions, demotions and

dismissal.

- D. The County will use progressive discipline when the County believes such approach is appropriate. This shall not limit the County's right to take whatever action the County feels is appropriate based on the seriousness of the infraction including dismissal on the first or subsequent infraction or misconduct.
- E. Prior to taking any disciplinary action the employee will be presented with the charges and afforded the opportunity to respond to the charges. It is recognized by the parties that it is the prerogative of management to identify the specific time that the discipline will be carried out.
- F. Disciplinary actions that are grieved shall be processed through the grievance procedure identified in this Agreement.

#### **SECTION 27. GRIEVANCE PROCEDURE.**

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



parties will alternate the striking of names until one name is left. That individual shall be the arbitrator. The decision of the arbitrator is final and binding on the parties. The cost of the arbitrator shall be borne equally by the parties.

#### **SECTION 28. PROBATION PERIOD.**

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

#### **SECTION 29. FILLING VACANCIES.**

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

I. The promotional list will remain in effect for twelve (12) months.

### **SECTION 30. STAFFING.**

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

### **SECTION 31. LINCOLN COUNTY AND SHERIFF DEPARTMENT RULES AND REGULATIONS.**

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

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

### **SECTION 32. PERSONNEL FILE.**

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

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

### **SECTION 33. UNIFORMS**

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

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

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

#### **SECTION 34. FIREARMS.**

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

#### **SECTION 35. COMPENSATION.**

A. Sheriff's Deputies Pay Plan:

##### **Non-Probationary**

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

- DEPUTY I. Uncertified Deputy or certified with 100 hours of advanced training - \$23.3757 per hour.
- DEPUTY II. Certified with 0-24 months experience Law Enforcement and 100 hours of advance training - \$25.1053 per hour.
- DEPUTY III. Certified with 24 to 60 months experience in Law Enforcement and 200 hours of advanced training - \$26.8498 per hour.
- DEPUTY IV. Certified with 60 to 120 months Law Enforcement experience and over 400 hours of advanced training - \$28.5856 per hour.
- DEPUTY V. Certified with 120 months experience in Law Enforcement and over 500 hours of advanced training - \$30.3398 per hour.

The wages listed above reflect a 6% increase approved by the Board of County Commissioners effective July 24<sup>th</sup>, 2021.

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

### **SECTION 36. DUES CHECK OFF.**

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

### **SECTION 37. COPIES OF THE AGREEMENT.**

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

### **SECTION 38. CONTRACT INCLUDES ENTIRE AGREEMENT.**

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

### **SECTION 39. SAVINGS CLAUSE.**

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

### **SECTION 40. TERM OF THE AGREEMENT.**

- A. This agreement shall be effective the 1<sup>st</sup> full pay period following ratification/approval of the bargaining unit membership and the County Commission and the signature of the Agreement by the President of the Association; the County Manager; and the Chairman of the Board of Commissioners. This Agreement shall remain in full force and effect through June 30, 2022.

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

**SECTION 41. SIGNATURES.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 16<sup>th</sup>  
day of August, ~~2021~~  
2022

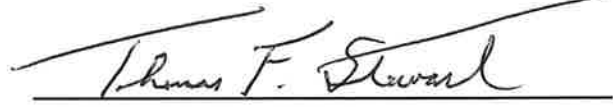
**LINCOLN COUNTY DEPUTY  
SHERIFF'S ASSOCIATION**



**BRYCE BAILEY  
PRESIDENT**

  
**MICHAEL WOOD,  
SHERIFF**

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



**THOMAS F STEWART,  
CHAIRMAN**

  
**IRA PEARSON  
COUNTY MANAGER**

**ATTEST:**



**WHITNEY WHITTAKER  
COUNTY CLERK**



# **AGREEMENT**

## **BETWEEN THE COUNTY OF LINCOLN AND**

## **THE LINCOLN COUNTY DEPUTY SHERIFFS' ASSOCIATION**

### **SECTION 1. PARTIES TO THE AGREEMENT.**

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

### **SECTION 2. ASSOCIATION REPRESENTATIVE.**

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

### **SECTION 3. SEXUAL HARASSMENT.**

The parties agree and recognize that sexual harassment is a violation of County regulations, state law and federal law, is demeaning to employees subjected to such conditions and is destructive to the work environment. Unwelcome sexual advances, requests for sexual favors and other verbal

or physical conduct of a sexual nature shall constitute sexual harassment. Sexual harassment by any employee, representative or other person who works subject to the control of either party is forbidden. The parties will abide by all appropriate rules, regulations, and laws prohibiting sexual harassment.

#### **SECTION 4. LEAVE TO VOTE.**

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

#### **SECTION 5. MATERNITY LEAVE.**

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

#### **SECTION 6. MILITARY LEAVE.**

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

#### **SECTION 7. LEAVES OF ABSENCE WITHOUT PAY.**

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

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

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

#### **SECTION 8. EMPLOYEE SAFETY AND HEALTH.**

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

The parties and the employees will work toward providing and maintaining safe and healthful working conditions. The parties will instill in the employees an awareness of the need for safe and healthful working habits. The parties will identify, report, and work toward the elimination of safety hazards in the workplace and the parties will comply with applicable health and safety laws.

## **SECTION 9. SICK, ANNUAL AND HOLIDAY LEAVE.**

### **9.1 SICK LEAVE.**

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

### **9.2 VACATION AND VACATION ACCRUAL.**

- A. Deputies will accrue vacation as follows:
  - 1 to 24 months of service - 3.077 hrs. accrual per pay period
  - 24 mos. +1 day to 120 mos. of service - 4.615 hrs. accrual per pay period
  - 120 mos. + 1 day and over of service - 6.154 hrs. accrual per pay period



- B. Subject to the staffing requirements of the Department, the Sheriff or his designee may allow more than one deputy to be off on vacation on any one day. In normal situations only one deputy will be allowed vacation on any one day. All requests for vacation will be considered on a first come first served basis. All requests will be time stamped by the employee when submitted to the Sheriff.

### 9.3 HOLIDAYS

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

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

- B. Deputies who do not work on a holiday, will be paid holiday pay of the total hours of a regular shift at the employee's regular rate of pay.
- C. Deputies required to work on a holiday will receive the total hours of a regular shift of holiday pay at straight time pay plus pay at the employee's regular rate of pay for the actual hours worked. All time worked on a holiday is counted as time worked for the purpose of computing overtime compensation as per the overtime provision of this Agreement.

## **SECTION 10. THE SAFETY AND HEALTH COMMITTEE.**

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

If the Association has a safety concern the issue will be brought to the attention of the Department in an attempt to resolve the issue. If the issue is not resolved at the Department level the President of the Association or his designee may bring the issue before the County Safety Collective Bargaining Agreement-County of Lincoln-LC Deputy Sheriffs' Association

Committee.

### **SECTION 11. SENIORITY.**

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

### **SECTION 12. EXTRA DUTY ASSIGNMENTS.**

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

### **SECTION 13. OUTSIDE EMPLOYMENT.**

Employees shall consider the County of Lincoln as their primary employer. Employees may request approval to participate in outside employment. Outside employment is subject to Collective Bargaining Agreement-County of Lincoln-LC Deputy Sheriffs' Association

recommendation of the Undersheriff or designee and the approval of the Sheriff. The factors considered in reviewing requests for outside employment are the employee's performance, attendance, and number of hours to be worked in outside employment and whether a conflict of interest exists. Approvals for outside employment are for a period of 12 months. Approval of outside employment may be rescinded at anytime if any of the four factors considered for approval become an issue.

#### **SECTION 14. RETIREMENT.**

The County will continue the current PERA retirement program.

#### **SECTION 15. HOURS OF WORK AND OVERTIME.**

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

#### **SECTION 16. DEPUTY'S LIABILITY PROTECTION.**

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

#### **SECTION 17. GROUP MEDICAL AND HOSPITALIZATION INSURANCE.**

Deputies may apply to participate in the County's group medical and hospitalization insurance plan. Eligible employees, their spouse, and eligible children may opt to participate in the plan. The County will pay one hundred percent (100%) of the lowest cost "Employee Only" premium plan. Should the employee choose a plan with a higher cost, the employee will be

responsible for the difference in cost between the lowest cost plan and the chosen plan. The County will continue to pay its current rate of contribution of the premium for spouses, children and family coverage for the duration of this Agreement.

#### **SECTION 18. PHYSICAL EXAMINATIONS.**

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

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

#### **SECTION 19. CREDIT UNION.**

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

#### **SECTION 20. WORKERS COMPENSATION.**

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

#### **SECTION 21. JURY DUTY AND WITNESS PAY.**

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

#### **SECTION 22. ON-CALL AND CALL BACK.**

- A. Deputies "on-call" will be provided cell phones or radios and will not be required to remain at home for the purpose of "On-Call Status".
- B. Deputies called in to work will be compensated for the time actually worked.

- C. The determination as to the need for the use of on-call status and how many deputies are required will be made by the Sheriff or his designee.
- D. Deputies assigned to on-call status with a cell phone or radio will be compensated an additional \$10.00 per assignment per 24-hour period.

### **SECTION 23. TRAINING AND EDUCATION.**

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

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

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

### **SECTION 24. LAY OFF AND RECALL.**

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

### **SECTION 25. INTERNAL AFFAIRS.**

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

An officer shall be allowed to attend to physical necessities during the course of an interrogation session. The combined duration of an officer's work shift and any interrogation session shall not exceed fourteen (14) hours within a twenty-four (24) hour period, unless the urgency of the investigation requires otherwise.
  - 7. An officer shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session;
  - 8. Any interrogation of an officer shall be recorded, either mechanically or by a

stenographer, and the complete interrogation will be published as a transcript. Any recesses called during the interrogation shall be noted in the transcript.

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

## **SECTION 26. DISCIPLINARY ACTION.**

- A. In the event that an investigation results in the implementation of disciplinary action, if the investigated employee so requests, the Association may designate a representative to participate at all stages of the grievance process. The employee will be provided copies of the written charges and the disciplinary action proposed.
  - B. In notifying employees of disciplinary actions an attempt will be made to notify an employee in every-day language. The language need only be specific enough to notify the employee of the alleged misconduct and action proposed.
  - C. Disciplinary actions shall include written reprimands, suspensions, demotions and
- Collective Bargaining Agreement-County of Lincoln-LC Deputy Sheriffs' Association

dismissal.

- D. The County will use progressive discipline when the County believes such approach is appropriate. This shall not limit the County's right to take whatever action the County feels is appropriate based on the seriousness of the infraction including dismissal on the first or subsequent infraction or misconduct.
- E. Prior to taking any disciplinary action the employee will be presented with the charges and afforded the opportunity to respond to the charges. It is recognized by the parties that it is the prerogative of management to identify the specific time that the discipline will be carried out.
- F. Disciplinary actions that are grieved shall be processed through the grievance procedure identified in this Agreement.

#### **SECTION 27. GRIEVANCE PROCEDURE.**

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



parties will alternate the striking of names until one name is left. That individual shall be the arbitrator. The decision of the arbitrator is final and binding on the parties. The cost of the arbitrator shall be borne equally by the parties.

## **SECTION 28. PROBATION PERIOD.**

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

## **SECTION 29. FILLING VACANCIES.**

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

I. The promotional list will remain in effect for twelve (12) months.

### **SECTION 30. STAFFING.**

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

### **SECTION 31. LINCOLN COUNTY AND SHERIFF DEPARTMENT RULES AND REGULATIONS.**

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

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

### **SECTION 32. PERSONNEL FILE.**

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

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

### **SECTION 33. UNIFORMS**

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

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

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

### **SECTION 34. FIREARMS.**

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

### **SECTION 35. COMPENSATION.**

A. Sheriff's Deputies Pay Plan:

Non-Probationary

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

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

DEPUTY I. ~~Uncertified Deputy or~~ Certified with 100 hours of advanced training - ~~\$23.3757~~ **\$24.769** per hour.

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

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

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

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

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

#### **SECTION 36. DUES CHECK OFF.**

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

#### **SECTION 37. COPIES OF THE AGREEMENT.**

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

#### **SECTION 38. CONTRACT INCLUDES ENTIRE AGREEMENT.**

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

#### **SECTION 39. SAVINGS CLAUSE.**

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

#### **SECTION 40. TERM OF THE AGREEMENT.**

- A. This agreement shall be effective the 1<sup>st</sup> full pay period following ratification/approval of the bargaining unit membership and the County Commission and the signature of the Agreement by the President of the Association; the County Manager; and the Chairman of the Board of Commissioners. This Agreement shall remain in full force and effect through June 30, 2022.

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

**SECTION 41. SIGNATURES.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2021

**LINCOLN COUNTY DEPUTY  
SHERIFF'S ASSOCIATION**

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

\_\_\_\_\_  
**BRYCE BAILEY  
PRESIDENT**

\_\_\_\_\_  
**THOMAS F STEWART,  
CHAIRMAN**

\_\_\_\_\_  
**MICHAEL WOOD,  
SHERIFF**

\_\_\_\_\_  
**IRA PEARSON  
COUNTY MANAGER**

**ATTEST:**

\_\_\_\_\_  
**WHITNEY WHITTAKER  
COUNTY CLERK**

## **SECTION 35. COMPENSATION.**

A. Sheriff's Deputies

Pay Plan: Non-

Probationary

<u>Min. Rate</u>	<u>Max. Rate</u>
------------------	------------------

\$23.3757	\$32.1874
-----------	-----------

~~The following is a 6% pay increase broken down into steps, the Deputy level is 3%. each step is 3%.) Then there is a list of advanced training or non-supervisory positions that would count for an additional 3%.~~

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

DEPUTY 1. Certified with 1 0 0 hours of advanced training - \$24.0769 per hour.

DEPUTY 1.5 Certified with 1 5 0 hours of advanced training - \$24.7992per hour.

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

DEPUTY 2 . 5 Certified with 1 5 0 hours of advanced training - \$26.6341 per hour.

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

DEPUTY 3 . 5 Certified with 3 0 0 hours of advanced training - \$28.4849 per hour.

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

DEPUTY 4 . 5 Certified with 450 hours of advanced training - \$30.3264 per hour.

DEPUTY 5. Certified with 121 months experience in Law Enforcement

and over 500 hours of advanced training - \$31.2499per hour.

DEPUTY 5 . 5 Certified with 600 hours of advanced training

-

\$32.1874 per hour.

~~A. The following is a list of advanced training or non-supervisory positions that would count for 3%. Each Deputy can only have one benefit for a total of 3%.~~

Assigned to Court Security  
(FTO) Field Training Officer  
First Line Supervisor Training  
Detective  
K9 Handler  
Active Instructorship  
Hostage/Critical Incident Negotiator  
Sex Offender Registration  
Evidence Technician

The New Mexico Law Enforcement Academy must recognize all advanced training.



## INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 35,400
Third-Party Products	\$ 0
Travel	\$ 4,000
<b>Total One-Time Cost</b>	<b>\$ 39,400</b>
Annual Recurring Fees/SaaS	\$ 27,600
Tyler Software Maintenance	\$ 0





Quoted By:  
Quote Expiration:  
Quote Name:

Seth Isaacks  
1/21/24

**Sales Quotation For:**

Lincoln County Sheriff's Office  
PO Box 278  
Carrizozo NM 88301-0278  
Phone: +1 (575) 648-2419

**Annual / SaaS**

Description	Fee	Discount	Annual
Justice			
Civil Process			
Civil Serve - SaaS 3 years (4)	\$ 27,600	\$ 0	\$ 27,600
<b>TOTAL</b>			<b>\$ 27,600</b>

**Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
Justice					
Setup, Configuration, & Consulting	24	\$ 185	\$ 0	\$ 4,440	\$ 0
Customizations	40	\$ 210	\$ 0	\$ 8,400	\$ 0
Project Management	64	\$ 195	\$ 0	\$ 12,480	\$ 0
1 Week Training (10 people max per class)	1	\$ 5,040	\$ 0	\$ 5,040	\$ 0
Go-Live Assistance	1	\$ 5,040	\$ 0	\$ 5,040	\$ 0

<b>TOTAL</b>	<b>\$ 35,400</b>	<b>\$ 35,400</b>	<b>\$ 0</b>
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**Summary**

	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 27,600
Total Tyler Services	\$ 35,400	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Estimated Travel Expenses	\$ 4,000	\$ 0

**Assumptions**

Tyler's Enterprise Public Safety product requires Microsoft Windows Server 2016/2019/2022 and SQL Server 2014 SP2/2016 SP2/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. If on-premises, servers must meet minimum hardware requirements provided by Tyler. Personal Computers must meet the minimum hardware requirements and Microsoft Windows 8.1 64-bit, Windows 10 64-bit and Windows 11 are the supported operating systems. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

Enterprise Public Safety product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration. Client is responsible to maintain business class high-speed internet and provide enough bandwidth and throughput to support existing internet traffic and additional traffic generated by the Tyler deployment. Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support. Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine-readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed Enterprise Public Safety Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, Tyler will assist Client in creating the necessary polygon layers. Tyler is not responsible for the accuracy of, or any ongoing maintenance of the GIS data used within the Licensed Enterprise Public Safety Software. Client is responsible for maintaining GIS data using Esri ArcGIS Desktop/Pro software, pushing source GIS data updates to the Tyler software, any ongoing annual maintenance on third-party products and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When a Custom interface is included, the Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

The amount of converted data entering the new system can drastically impact storage utilization. Additional drive space may be required on the production and test SQL and file storage servers to accommodate the converted data based on the quantity of source data. During the conversion process, additional drive space on the production and test SQL servers will also be required temporarily. Does not apply to Data Archive.

Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

Text to 911 is currently supported with INdigital.

Configuration and end user training for Decision Support Software to occur after Client has been live for three months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes. Decision Support Software Implementation is limited to three agencies per fee.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Enterprise Virtual Message Switch (VMS) requires a Red Hat Enterprise Linux Operating System with an active Red Hat Standard Subscription Support Agreement. Virtual machine specifications must meet minimum requirements provided by Tyler. If the client has selected a cloud hosted deployment Tyler can deploy the Virtual Message Switch (VMS) in the AWS GovCloud environment or on-premises. The location of the VMS is dependent on State requirements. If the State will not allow the VMS to be hosted in the AWS environment, then the VMS will be deployed on the Client's existing secure State approved network on virtualized infrastructure provided by the client.

An unlimited Law Enforcement Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

An unlimited Fire/EMS Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Enterprise Law Enforcement Field Mobile client software supports Apple iOS version 13.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer.

Enterprise Fire Field Mobile client software supports Apple iOS version 13.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer.

AVL requires third-party GPS hardware.

This proposal includes a specific amount of training time. Training will be performed in a classroom setting using facilities and equipment provided by client such that each participant can have hands-on access to a computer workstation during training. Training classes will have no more than 10 participants per instructor.

LINCOLN COUNTY SHERIFF'S OFFICE  
CIVIL SERVICE

Civil Service Program Sleuth crashed approximately June 16, 2023.

Currently the Lincoln County Sheriff's Office is processing all Civil Papers manually.

(Office generated fillable cover sheet with cover sheet being saved to a desk top file for tracking)

**CIVIL SERVICES PROGRAMS** are designed for agencies that are tasked with serving legal documents and court dockets to citizens. A Civil Service Program allows the Lincoln County Sheriff's Office to enter information on each civil paper and request, track each step of the process, including billing and payment for services, track the movement of paperwork, attempts at service, returns of service, and finally the successful service of the documents.

The Lincoln County Sheriff's Office processes subpoenas, summons, garnishments, property executions, foreclosures, warrants, protection orders and all miscellaneous documents delivered to the office.

**A NEW CIVIL SERVICE PROGRAM WILL:**

- Provide software support, troubleshooting, product updates and client services.
- Allow for the data entry of all civil service documents.
- Provide our office with a Query or Master Lookup allowing us to locate & search for documents.
- Allow our office to generate various Reports (such as receipts, payments, civil reports, statistics etc..).
- Allow our office to generate a Cover Sheet for each document (this cover sheet provides the docket number, plaintiff(s) name, defendant(s) name, type of document to be served to name and address of service, date the document was received in office, time document was received in office, court date, all attempts for service by our Civil Processing Officer or Deputy Sheriff, actual service information: date and time of service, person served, service address, substitution information (if applicable), title of company receiving document(s) (if applicable), and served by whether being the Civil Processing Office or Deputy Sheriff.

Prepared For :  
Joaquin Tapia  
NEW MEXICO DOT AND ALL POLITICAL SUB  
DIVISIONS  
Santa Fe NM 87504  
UNITED STATES  
Phone 505 216 8790

Prepared by:  
Pat Torres  
LONESTAR TRUCK GROUP ALBUQUERQUE  
12901 I-40 WEST FRONTAGE ROAD  
ALBUQUERQUE NM 87121  
Phone 505 833 1000

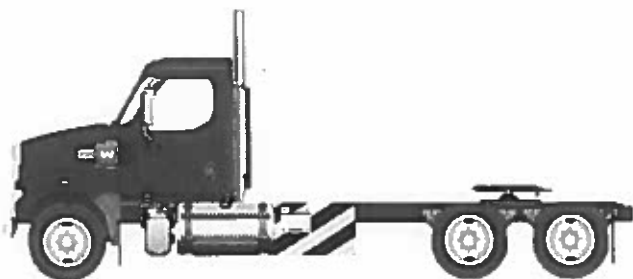
*A proposal for*  
**NEW MEXICO DOT AND ALL POLITICAL SUB DIVISIONS**

*Prepared by*  
**LONESTAR TRUCK GROUP ALBUQUERQUE**

*Pat Torres*

*August 07, 2023*

**Western Star 49X**



Components shown may not reflect all spec'd options and are not to scale



Prepared For :  
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Phone 505-216-8790

Prepared by:  
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Phone 505 833-1000

## **SPEC'D ALTERNATIVES**

**THIS QUOTE IS BASED OFF OF THE CES CONTRACT!!!!**





Prepared For :  
Joaquin Tapia  
NEW MEXICO DOT AND ALL POLITICAL SUB  
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Santa Fe NM 87504  
UNITED STATES  
Phone : 505-216-8790

Prepared by:  
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ALBUQUERQUE, NM 87121  
Phone 505 833 1000

SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-28X	WST 47X/49X PRL-28X (EFF:MY25 ORDERS)		
Data Version			
DRL-005	SPECPRO21 DATA RELEASE VER 005		
Vehicle Configuration			
001-472	WESTERN STAR 49X	9,175	6,500
004-224	2024 MODEL YEAR SPECIFIED		
002-001	SET FORWARD AXLE - TRACTOR	-600	600
019-007	TRAILER TOWING PROVISION FORWARD OF FIFTH WHEEL AND END OF FRAME WITH SAE J560	15	15
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-001	TRACTOR/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
AF2-998	NONE		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-006	HEAVY EQUIPMENT COMMODITY		
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-006	MAINTAINED DIRT OR SOFT SOIL - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		



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Data Code	Description	Weight Front	Weight Rear
A66-99D	EXPECTED FRONT AXLE(S) LOAD 14600.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD 40000.0 lbs		
A67-99D	EXPECTED PUSHER AXLE(S) LOAD 0.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY 54600.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT 90000.0 lbs		

#### Truck Service

AF3-2CR TRACTOR ONLY WITH NO BODY UPFIT

#### Tractor Service

AA2-005 FLATBED TRAILER

AH6-001 SINGLE (1) TRAILER

#### Engine

101-3A6 CUM X15 565 HP @ 1900 RPM, 1900 GOV RPM, 1850 LB-FT @ 1000 RPM 150 60

#### Electronic Parameters

N	79A-080	80 MPH ROAD SPEED LIMIT
	79B-006	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT, WITH AUTO RESUME AFTER SHIFT
	79K-012	PTO MODE ENGINE RPM LIMIT - 1500 RPM
	79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM
	79U-001	PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND
	79W-003	THREE REMOTE PTO SPEEDS
	79X-035	PTO SPEED 1 SETTING - 650 RPM
	80C-003	ENGINE BRAKE WITH CRUISE CONTROL ENABLED AT 2 MPH ABOVE SET SPEED, 3 MPH INCREMENT BETWEEN BRAKING LEVELS
	80G-014	PTO MINIMUM RPM - 650
	80S-003	PTO 1, DASH SWITCH, ENGAGE BEFORE DRIVING



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Data Code	Description	Weight Front	Weight Rear
80T-003	PTO 2, DASH SWITCH, ENGAGE BEFORE DRIVING		
<b>Engine Equipment</b>			
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-112	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED HIGH CAPACITY AIR CLEANER, PASSIVE PRECLEANER, WITH INSIDE/OUTSIDE AIR AND SNOW DOOR	10	
124-105	LN 12V 170 AMP AVI 160 PAD MOUNT ALTERNATOR		
292-222	(3) DTNA GENUINE, HIGH TEMP AGM STARTING AND CYCLING, MIN 2775CCA, 570RC, THREADED STUD BATTERIES		
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL	-25	
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-024	POLISHED DIAMOND PLATE BATTERY BOX COVER WITH TETHER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-045	CUMMINS NATURALLY ASPIRATED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-004	CUMMINS INTEBRAKE BRAKE WITH HIGH MED LOW BRAKE		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B- PILLAR MOUNTED VERTICAL TAILPIPE		
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		



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Data Code	Description	Weight Front	Weight Rear
233-020	30 DEGREE CURVE BRIGHT UPPER STACK(S) AND ELBOW(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-003	23 GALLON DIESEL EXHAUST FLUID TANK	22	8
23Z-007	POLISHED ALUMINUM DIAMOND PLATE WST DIESEL EXHAUST FLUID TANK COVER	10	5
43X-001	LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
122-078	ALLIANCE FUEL FILTER/WATER SEPARATOR WITH INDICATOR LIGHT	15	
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
N 266-110	1600 SQUARE INCH VOCATIONAL RADIATOR WITH PROTECTION PACKAGE	25	
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		
<b>Transmission</b>			
342-1PB	EATON FULLER FO-18E313A-MHP ULTRASHIFT PLUS TRANSMISSION	120	60





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Data Code	Description	Weight Front	Weight Rear
<b>Transmission Equipment</b>			
353-073	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
180-1AK	EATON FULLER ECA CLUTCH	30	
181-002	ZERK FITTING WITH EXTENSION HOSE AT CLUTCH RELEASE BEARING		
182-011	ELECTRONIC CLUTCH CONTROL		
347-002	ALUMINUM CLUTCH HOUSING		
362-806	(2) CUSTOMER INSTALLED CHELSEA PTO'S: 442 AND 489 SERIES		
363-009	PTO MOUNTING, RH AND BOTTOM OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
370-002	AIR TO OIL TRANSMISSION COOLER		
35T-003	SYNTHETIC TRANSMISSION LUBE		
<b>Front Axle and Equipment</b>			
400-1A8	DETROIT DA-F-14 7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
402-050	MERITOR 16.5X5 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-043	2011/2013-FMVSS 121 RSD FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		



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Data Code	Description	Weight Front	Weight Rear
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
N 536-103	SINGLE HIGH CAPACITY POWER STEERING GEAR, BENDIX, 14.6-18K	-18	
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-003	SYNTHETIC 40/50W FRONT AXLE LUBE		
<b>Front Suspension</b>			
620-003	14,600# FLAT LEAF FRONT SUSPENSION	170	
619-002	THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>			
420-074	RT-40-160 40,000# R-SERIES TANDEM REAR AXLE		370
450-058	CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS		
421-410	4.10 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-067	RPL25SD MERITOR MAIN DRIVELINE		
388-039	RPL20 MERITOR INTERAXLE DRIVELINE		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-015	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH ENGAGE <30MPH, DISENGAGE>50MPH		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-085	MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-043	2011/2013-FMVSS 121 RSD REAR BRAKE LININGS		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		



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Data Code	Description	Weight Front	Weight Rear
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		

#### Rear Suspension

622-298	TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION		560
621-108	9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		
431-003	AXLE CLAMPING GROUP		
624-025	55 INCH AXLE SPACING		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		
439-002	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40

#### Brake System

490-1AW	WABCO 6S/6M ABS WITH HILL START AID AND TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		

#### Trailer Connections



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Data Code	Description	Weight Front	Weight Rear
914-002	TRAILER GLAD HANDS AT END OF FRAME IN ADDITION TO ANCHOR COUPLINGS AT BACK OF CAB FOR TRACTORS	5	5
919-060	(1) ADDITIONAL SWITCH FOR ELEC/AIR SOLENOID W/STATE RETENTION PLUMBED TO BACK OF CAB		
484-032	COMBINATION DUMMY GLAD HANDS AND LIGHT PLUG HOLDER MOUNTED LH BACK OF CAB WITH GROUND ACCESS		
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
297-132	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED BACK OF CAB/BACK OF SLEEPER		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
1AZ-007	INBOARD FLAG BRACKET LOCATED AT BACK OF CAB/BACK OF SLEEPER		
310-080	12 FOOT DETACHABLE COILED PRIMARY TRAILER ELECTRICAL CABLE WITH SAE J560 CONNECTOR WITH 8 INCH TRACTOR, 8 INCH TRAILER LEADS	6	

#### Wheelbase & Frame

545-123	5540MM (218 INCH) WHEELBASE, SFA ONLY		
546-106	13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI	370	330
552-029	1575MM (62 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH	-30	90
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) 126.77 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL 309.78 in		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN 42.72 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN 40.7 in		
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN 43.64 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN 41.08 in		
553-031	FLANGE TAPERED END OF FRAME, GRIND AND POLISH WELDS		





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Data Code	Description	Weight Front	Weight Rear
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
N 561-007	HEAVY DUTY BACK OF TRANSMISSION CROSSMEMBER	10	
562-063	STANDARD CAST ALUMINUM MIDSHIP		
572-036	HEAVY DUTY REAR CROSSMEMBER		70
565-001	STANDARD SUSPENSION CROSSMEMBER		20
568-012	CAST ALUMINUM REAR SUSPENSION CROSSMEMBER		
<b>Chassis Equipment</b>			
025-003	POLISHED ALUMINUM DIAMOND PLATE WST EQUIPMENT COVERS		
5CF-001	CLEAR FRAME SPACE REQUESTED		
674-019	LH BACK OF CAB ACCESS, GRAB HANDLES WITH SINGLE RUBBER INSERT		
592-997	NO DECK PLATE - BACK OF CAB ACCESS DOES NOT COMPLY WITH FMCSR 399	-5	-5
556-128	BRIGHT STEEL 5/16 INCH SEVERE DUTY BUMPER	125	
558-066	REMOVABLE PROUD CENTERED FRONT TOW PIN	50	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-1A8	BETTS B-60S STAINLESS STEEL MUDFLAP BRACKETS		25
551-034	CLASS 10.9 THREADED METRIC FASTENERS		
44Z-005	EXTERIOR HARNESES WRAPPED IN ABRASION TAPE, SECONDARY COVERING, & CONNECTOR PROTECTION		
<b>Fifth Wheel</b>			
578-275	HOLLAND FW70R/S 60 INCH SEVERE DUTY AIR SLIDE		910
577-043	FIFTH WHEEL 1524MM (60.0 INCHES) AHEAD OF SUSPENSION CENTERLINE		
582-071	203MM (8.00 INCH) FIFTH WHEEL HEIGHT		
570-001	STEEL OUTBOARD ANGLE - FIFTH WHEEL MOUNTING		
890-001	DASH MOUNTED CONTROL AND PLUMBING FOR FIFTH		



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Data Code	Description	Weight Front	Weight Rear
	WHEEL		
579-005	LH FIFTH WHEEL RELEASE		
Fuel Tanks			
206-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - RH	105	20
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	-15	-10
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-006	POLISHING OF FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-014	LH FUEL TANK MOUNTED FORWARD, RH FUEL TANK MOUNTED AFT	30	-30
664-001	PLAIN STEP FINISH		
205-002	CHROME FUEL TANK CAP(S)		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-0TA	MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES	130	
* 094-0GR	MICHELIN XDN2 12R22.5 16 PLY RADIAL REAR TIRES		208
Wheels			
* 502-573	ACCURIDE 29806 22 5X12 25 10-HUB PILOT 4.00 INSET 5- HAND STEEL DISC FRONT WHEELS	82	
505-428	ACCURIDE 28828 22 5X8 25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104
50T-998	NO FRONT AXLE WHEEL/HUB COVER		
50X-998	NO WHEEL/HUB COVER-PUSHER/TAG		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		

#### Cab Exterior



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Data Code	Description	Weight Front	Weight Rear
829-116	121 INCH BBC ALUMINUM CONVENTIONAL CAB		
82A-028	STAINLESS STEEL CAB ACCENT MOLDING		
667-001	FRONT FENDERS		
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
678-066	INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES		
65X-009	BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN		
640-016	X-SERIES STEEL REINFORCED ALUMINUM CAB		
644-080	X-SERIES HIGH POWER VOCATIONAL HOOD		
67U-001	HOOD OPENING ASSIST WITH LOCKING STRUT		
652-016	WESTERN STAR NAMEPLATES		
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS		
726-002	DUAL ELECTRIC HORNS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-095	DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM		
302-073	VISOR MOUNTED LED MARKER LIGHTS		
314-073	LED ROADLIGHTS RECESSED IN BUMPER WITH ROCK GUARDS	6	
311-001	DAYTIME RUNNING LIGHTS		
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
300-061	LED REAR FACING TURN SIGNAL LAMPS IN CONVEX MIRROR LENS IN ADDITION TO STANDARD	2	
318-1D7	(2) FLUSH LED UTILITY LIGHTS MOUNTED BACK OF CAB/SLEEPER	6	
31K-800	SWITCH & WIRING TO LH/RH OF DASH FOR C/F MIRROR MOUNTED UTILITY LIGHTS		



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Data Code	Description	Weight Front	Weight Rear
744-104	C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, TURN SIGNAL, STAINLESS STEEL BACK COVER, AND BRIGHT C-BAR	20	
796-001	102 INCH EQUIPMENT WIDTH		
743-209	LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
74B-114	RH AND LH HEATED BLACK HOOD/FENDER MOUNTED SIDE VIEW MIRRORS WITH BRIGHT FINISH MOUNTING ARM	8	
729-001	STANDARD SIDE/REAR REFLECTORS		
73A-002	REAR REFLECTIVE DEVICE		
677-100	POLISHED ALUMINUM DIAMOND PLATE WST AFTERTREATMENT SYSTEM COVER		
764-020	STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS	16	
768-067	HIGH VISIBILITY 3-PIECE SOLAR TINTED POLYCARBONATE REAR WINDOW, (1) 31 INCH X 20 INCH SOLAR TINTED REAR WINDOW, (2) 9 INCH X 20 INCH	20	
663-019	1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD		
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		
<b>Cab Interior</b>			
055-016	X-SERIES PREMIUM INTERIOR TRIM LEVEL PACKAGE		
707-104	TIMBER BROWN VINYL UP LEVEL INTERIOR		
70K-017	CARBON WITH PREMIUM TEAK ACCENT		
772-035	BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION		
785-014	(2) DASH MOUNTED POWER OUTLETS AND COIN TRAY		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		





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Data Code	Description	Weight Front	Weight Rear
741-015	(2) COAT HOOKS ON BACKWALL OF CAB		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
720-025	5 LB. FIRE EXTINGUISHER MOUNTED INBOARD OF DRIVER SEAT	10	
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
739-034	PREMIUM INSULATION		
324-1B2	PREMIUM LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-003	KEY QUANTITY OF 3		
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
64C-002	BRIGHT DOOR HANDLES		
722-001	TRIANGULAR REFLECTORS WITH FLARES	12	
756-1K8	ISRINGHAUSEN PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT, ADJUSTABLE SHOCK AND SWIVEL BASE	10	
760-1J4	BASIC 2.0 HIGH BACK NON SUSPENSION PASSENGER SEAT		
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS		
758-137	BROWN MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO		
761-137	BROWN MORDURA CLOTH PASSENGER SEAT COVER WITH EMBROIDERED LOGO		
763-1AA	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		



Prepared For :  
 Joaquin Tapia  
 NEW MEXICO DOT AND ALL POLITICAL SUB  
 DIVISION  
 Santa Fe NM 87504  
 UNITED STATES  
 Phone : 505-216 8790

Prepared by:  
 Pat Torres  
 LONESTAR TRUCK GROUP ALBUQUERQUE  
 12901 I-40 WEST FRONTAGE ROAD  
 ALBUQUERQUE NM 87121  
 Phone 505 833-1000

Data Code	Description	Weight Front	Weight Rear
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-021	DRIVER AND PASSENGER INTERIOR SUN VISORS WITH ILLUMINATED VANITY MIRRORS		

#### Instruments & Controls

185-004	STANDARD FOOT PEDAL SYSTEM		
106-002	ELECTRONIC ACCELERATOR CONTROL		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
734-018	STANDARD CENTER INSTRUMENT PANEL		
838-010	((1) PNEUMATIC TRACTOR AND (1) TRAILER BRAKE APPLICATION AIR GAUGE		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
866-019	DIGITAL DUAL REAR AXLE TEMPERATURE IN DRIVER DISPLAY WITH SENSOR SHIELDS		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY		



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Data Code	Description	Weight Front	Weight Rear
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-004	ELECTRONIC STABILITY CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
35M-010	QUICKFIT PROGRAMMABLE INTERFACE MODULE	10	
786-113	GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939		
747-001	DASH MOUNTED RADIO		
750-041	STANDARD SPEAKER SYSTEM		
753-998	NO AM/FM RADIO ANTENNA		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
751-001	SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO		
752-004	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD		



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 ALBUQUERQUE NM 87121  
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Data Code	Description	Weight Front	Weight Rear
75W-001	HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS		
78C-003	INTEROPERABLE SDAR ANTENNA		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
812-032	ELECTRONIC 2500 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-305	5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-129	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT		
4C1-025	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
4C2-025	HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
4C3-016	HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
4C4-016	HARDWIRE SWITCH #4, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
842-998	NO TURBO AIR PRESSURE GAUGE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		





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12901 I-40 WEST FRONTAGE ROAD  
ALBUQUERQUE, NM 87121  
Phone 505 833-1000

Data Code	Description	Weight Front	Weight Rear
48H-001	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS		
48C-001	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP		
87G-005	OPTIONAL AIR SWITCH 1 WITH NO INTLK		

#### Design

065-000 PAINT, ONE SOLID COLOR

#### Color

980-612 CAB COLOR A: L3781EY VIPER RED ELITE EY

986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT

962-972 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS  
(PKWHT21, TKWHT21, W, TW)

966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS  
(PKWHT21, TKWHT21, W, TW)

#### Extended Front Axle Coverage

WA4-038 AXLE: DETROIT FRONT ONLY: HD MODERATE 5  
YEARS/200,000 MILES/322,000 KM EXTENDED AXLE  
COVERAGE

#### Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND  
GLIDER KITS

#### Secondary Factory Options

998-001 CORPORATE PDI CENTER IN-SERVICE ONLY

999-063 DEALER ADVISED/ACCEPTS ESC ON END OF FRAME  
TOWING FOR TRACTOR FOR YARD HAUL USE

\* 99X-022 OBD 2022

#### Raw Performance Data

5MA-500 CFS,RH,OB,#1,START 0" BOC

5MB-012 CFS,RH,OB,#1, 12" LONG

#### Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

## TOTAL VEHICLE SUMMARY



Prepared For :  
 Joaquin Tapia  
 NEW MEXICO DOT AND ALL POLITICAL SUB  
 DIMENSIONS  
 Santa Fe NM 87504  
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 ALBUQUERQUE NM 87121  
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#### Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	10100 lbs	9993 lbs	20093 lbs
Total Weight+	10100 lbs	9993 lbs	20093 lbs

#### Other Factory Charges

PNZ-005	CARB-COMPLIANT BASE WARRANTY DD16 / X15P
PNV-998	NO CARB24 PRICING IMPACT
N RAT-24Y	MY24 ESCALATOR
RD1-305	5 YRS DAIMLER CONNECTIVITY BASE PKG (VARY BY MODEL)
RFY-022	POWERED BY DETROIT CONNECT FRONT TIRE SURCHARGE
RFU-022	REAR TIRE SURCHARGE
RFZ-024	MY24/CY23 PRICING SURCHARGE
P73-2WS	STANDARD DESTINATION CHARGE

#### Extended Warranty

WAI-7VJ	CUMMINS ENGINE CARB COMPLIANT: X15 PERFORMANCE HD1 5 YEARS / 200,000 MILES / 322,000 KM EXTENDED WARRANTY. FEX APPLIES
WBB-237	TC4: US HD STANDARD/MODERATE VOCATIONAL 5 YEARS/200,000 MILES/322,000 KM EXTENDED TRUCK COVERAGE
WAK-179	EATON ULTRASHIFT PLUS M-SERIES 1850 FT/LBS OR ABOVE TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES FEX
WAL-252	AXLE: NON-DETROIT TANDEM REAR ONLY: HD MODERATE 5 YEAR/200,000 MILE/322, 000 KM EXTENDED COVERAGE
WAG-040	TOWING: 3 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$1200 CAP FEX APPLIES

(+) Weights Shown are estimates only.  
 If weight is critical, contact Customer Application Engineering.

(\*\*) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



NEW MEXICO DOT AND ALL POLITICAL SUB  
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UNITED STATES  
Phone : 505-216-8790

Mat Torres  
LONESTAR TRUCK GROUP ALBUQUERQUE  
12901 I-40 WEST FRONTAGE ROAD  
ALBUQUERQUE NM 87121  
Phone 505-833-1000

## QUOTATION

### WESTERN STAR 49X

SET FORWARD AXLE - TRACTOR

5540MM (218 INCH) WHEELBASE, SFA ONLY

CUM X15 565 HP @ 1900 RPM, 1900 GOV RPM, 1850 LB-FT @  
1000 RPM

HOLLAND FW70R/S 60 INCH SEVERE DUTY AIR SLIDE

EATON FULLER FO-18E313A-MHP ULTRASHIFT PLUS  
TRANSMISSION

13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24  
INCH) 120 KSI

RT-40-160 40,000# R-SERIES TANDEM REAR AXLE

1575MM (62 INCH) REAR FRAME OVERHANG

TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION

DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE  
FRONT AXLE

14,600# FLAT LEAF FRONT SUSPENSION

121 INCH BBC ALUMINUM CONVENTIONAL CAB

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	181,196	\$	181,196
EXTENDED WARRANTY		\$	7,854	\$	7,854
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	189,050	\$	189,050
TAXES AND FEES					
FEDERAL EXCISE TAX (FET)		\$	(350)	\$	(350)
TAXES AND FEES		\$	0	\$	0
OTHER CHARGES		\$	0	\$	0
TRADE-IN					
TRADE-IN ALLOWANCE		\$	0	\$	0
BALANCE DUE	(LOCAL CURRENCY)	\$	188,700	\$	188,700

### COMMENTS:

Projected delivery on \_\_\_ / \_\_\_ / \_\_\_ provided the order is received before \_\_\_ / \_\_\_ / \_\_\_.

### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_.



Joaquin Tapia

NEW MEXICO DOT AND ALL POLITICAL SUB  
DIVISION

Santa Fe, NM 87504

UNITED STATES

Phone : 505-216-8790

Pat Torres

LONESTAR TRUCK GROUP ALBUQUERQUE

12901 I-40 WEST FRONTAGE ROAD

ALBUQUERQUE, NM 87121

Phone 505-833-1000

## Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtfoffers.com](mailto:Information@dtfoffers.com).

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com)







## VEHICLE QUOTE

July 28, 2023

LINCOLN COUNTY

**NEW MEXICO STATE PRICE AGREEMENT #00-00000-20-00121  
ITEM #6 2024 CHEVROLET SILVERADO 1500 CREW CAB 4X4**

Base Price	\$45,584.00
Opt Y) Locking Rear Differential	395.00
Opt AJ) Remote Keyless Entry	695.00
opt AM) Skid Plates	150.00
Opt AV) Trailer Tow Package	<u>395.00</u>
TOTAL	\$47,219.00

MelloyLosLunas.com | 499 Emilio Lopez Road NW Los Lunas, NM 87031 | (505) 866-3100





Outlet


# Proposal

2500 Rio Rancho Blvd  
Rio Rancho, NM 87124

QUOTE TO: County of Lincoln  
Attn: Toni Foligno

SHIPPED TO: (1) 2023 Ford F-150 Crew Cab XL 4WD 5.5' Bed  
White in color

PROPOSAL # 072623-2  
PROPOSAL DATE July 26th, 2023  
MEMBER PO #.  
TERMS Due on Receipt  
SALES REP Diego Martinez  
SHIPPED VIA Pick UP  
F.O.B.  
PREPAID or COLLECT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #: 00-00000-20-00088		
1	Item #9 Truck, ½ ton, 4 door, crew cab, 4 x 4	\$ 39,983.00	\$ 39,983.00
	Options:		
1	D: Axle ratios, optional	\$ 770.00	\$ 770.00
1	L: Brake controller FACTORY	\$ 460.00	\$ 460.00
1	S: Engine: Other 2.7L ECO	\$ 2,695.00	\$ 2,695.00
1	U: Floor mat: All Weather	\$ 350.00	\$ 350.00
1	AO: Mirrors: tow, trailer, power	\$ 495.00	\$ 495.00
1	AW: Premium Radio	\$ 910.00	\$ 910.00
1	BU: Trailer towing package	\$ 1,650.00	\$ 1,650.00
1	DB: Reverse Sensing	\$ 375.00	\$ 375.00
<b>IN STOCK</b>		<b>SUBTOTAL</b>	<b>47,688.00</b>
<b>Quote Valid for 30 Days</b>			
<b>DIRECT ALL INQUIRIES TO:</b> Diego Martinez 505.712.3913 <a href="mailto:dmartinez@chalmersford.com">dmartinez@chalmersford.com</a>		 <b>COMMERCIAL VEHICLE CENTER</b>	<b>\$47,688.00</b> PAY THIS AMOUNT



on Lot


# Proposal

2500 Rio Rancho Blvd  
Rio Rancho, NM 87124

QUOTE TO: County of Lincoln  
Attn: Toni Foligno  
575-648-2385

SHIPPED TO: (1) 2023 Ford F-150 Crew Cab XL 4x4 5.5' Bed  
OXFORD WHITE  
3.5L V6 PowerBoost/ Hybrid

PROPOSAL # 072623-1  
PROPOSAL DATE July 26th, 2023  
MEMBER PO #.  
TERMS Due on Receipt  
SALES REP Diego Martinez  
SHIPPED VIA Pick UP  
F.O.B.  
PREPAID or COLLECT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<b>Statewide Price Agreement #: 00-00000-20-00088</b>		
1	Item #9 Truck 1/2 Ton, 4-Door, Crew cab, 4x4.	\$ 39,983.00	\$ 39,983.00
	Options:		
1	D: Axle ratios, optional	\$ 770.00	\$ 770.00
1	I: Bed liner: Spray-on (black only)	\$ 695.00	\$ 695.00
1	R: Electric/Gasoline Powered Engine	\$ 5,495.00	\$ 5,495.00
1	U: Floor Mat: All Weather	\$ 350.00	\$ 350.00
1	AO: Mirrors: tow, trailer, power	\$ 495.00	\$ 495.00
1	AX: Remote keyless entry		
1	BT: Trailer towing package	\$ 1,290.00	\$ 1,290.00
1	CD: Window tint: NO DARKER THAN 20%	\$ 350.00	\$ 350.00
<b>Vehicles in stock</b>		<b>SUBTOTAL</b>	<b>49,428.00</b>
<b>Quote Valid for 30 Days</b>			
<b>DIRECT ALL INQUIRIES TO:</b> Diego Martinez 505.712.3913 <a href="mailto:dmartinez@chalmersford.com">dmartinez@chalmersford.com</a>		 <b>COMMERCIAL VEHICLE CENTER</b>	<b>\$49,428.00</b> PAY THIS AMOUNT

6-9 month order




# Proposal

2500 Rio Rancho Blvd  
Rio Rancho, NM 87124

QUOTE TO: County of Lincoln  
Attn: Toni Foligno

SHIPPED TO: (1) 2023 Ford F-150 Crew Cab XL 4WD 5.5' Bed  
White in color

PROPOSAL # 072623-5  
PROPOSAL DATE July 26th, 2023  
MEMBER PO #.  
TERMS Due on Receipt  
SALES REP Diego Martinez  
SHIPPED VIA Pick UP  
F.O.B.  
PREPAID or COLLECT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #: 00-00000-20-00088		
1	Item #9 Truck, ½ ton, 4 door, crew cab, 4 x 4	\$ 39,983.00	\$ 39,983.00
	Options:		
1	D: Axle ratios, optional	\$ 770.00	\$ 770.00
1	S: Engine: Other 2.7L ECO	\$ 2,695.00	\$ 2,695.00
1	U: Floor mat: All Weather	\$ 350.00	\$ 350.00
1	AO: Mirrors: tow, trailer, power	\$ 495.00	\$ 495.00
1	AW: Premium Radio	\$ 910.00	\$ 910.00
1	DB: Reverse Sensing	\$ 375.00	\$ 375.00
<b>Ordered Unit</b>		<b>SUBTOTAL</b>	<b>45,578.00</b>
<b>Quote Valid for 30 Days</b>			
<b>DIRECT ALL INQUIRIES TO:</b> Diego Martinez 505.712.3913 <a href="mailto:dmartinez@chalmersford.com">dmartinez@chalmersford.com</a>		 <b>COMMERCIAL VEHICLE CENTER</b>	<b>\$45,578.00</b> PAY THIS AMOUNT



**Customer:** Brian Samson  
**County of Lincoln**  
 111 Copper Ridge Road  
 Capitan  
 NM 88316

**Associate:** JamesHurst  
**Quote ID:** 23281

Today's Date: 7/11/2023  
 Expires On: 8/11/2023

#### Equipment Order

Qty	Mfg	Type	Item Name	Item Number
1	Sharp	Host	31 PPM B&W / 31 PPM Full-Color Workgroup Document System	BP-70C31
1	Sharp	Hardware	Stand/3 x 550-sheet Paper Drawers	BP-DE14
1	Sharp	Hardware	Center Exit Tray (required if no finisher installed)	BP-TU10
1	Sharp	Hardware	Job Separator	MX-TR20N

**Equipment Total: \$4,079.00**

#### Post Installation Connectivity Services

Please indicate if you choose to add this program for an additional \$14.99 per month for up to five (5) network copy/print devices. Program services include future re-installation of print drivers, configuring scan-to-folder, scan-to-email, fax forwarding, copy security codes, MAC & LDAP profiles & other device-related connectivity services. If declined, customer is eligible for a 20% discount off of hourly charges for related technical services.

Accept	Decline
<input type="checkbox"/>	<input type="checkbox"/>

#### Remarks

**NASPO Master Agreement # 140603**

**This unit will replace Tag # 20966 in the Lincoln County Fleet Contract.**

#### Options :

**Finisher Stapler ---- \$ 613.00 (on current unit)**

**Fax Board----- \$ 348.00**

This quotation for the itemized equipment and SpectraCARE Service Agreement will become an order when accepted and approved.

#### QUOTE ACCEPTED

By: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_

Date: \_\_\_\_\_

Spectrum Rep: \_\_\_\_\_

Billing/Meter Reads: \_\_\_\_\_





## SERVICE AGREEMENT TERMS & CONDITIONS

1. This agreement is between Spectrum Technologies or any operating unit or subsidiary thereof (hereafter called "Company") and the customer referenced on the SpectraQUOTE Sales Proposal (hereafter called "Customer"). Company agrees to furnish such products and services provided under the specified coverage as outlined on the proposal at the rates therein specified.
2. This service/maintenance agreement includes all labor necessary to make the replacement of parts, technical adjustments, cleaning and lubrication. Although parts will generally be available, this agreement does not guarantee the availability of all repair parts, particularly if the contracted unit has been out of production for seven (7) or more years. If it is determined that parts are not available from any reasonable source, Customer or Company may terminate this agreement with Customer receiving prorated monthly credit for any prepayment of services.
3. All service under this agreement shall be rendered on the user's premises during the Company's regular working hours unless otherwise specified. For emergency calls outside Company's regular business hours of Monday-Friday, 8:00 am to 5:00 pm, the charges will be made at the Company's prevailing service rates.
4. The prices for respective maintenance coverage include intervening emergency calls between regular periodic maintenance calls required by the equipment manufacturer and found to be necessary by the Company's technical representative to keep equipment in good mechanical operating condition (exceptions outlined below). Both cleaning and operator-installable parts/consumables, which is necessary to keep equipment in good operating condition between regularly scheduled maintenance calls, is the responsibility of the operator(s) of the equipment.
5. The Company reserves the right to inspect all equipment to be covered by this agreement to determine that it is in good mechanical condition on date the agreement becomes effective. In the event machines require repair or overhaul prior to acceptance of service/maintenance; such repairs will be made at Company's prevailing service rates.
6. This agreement does not include repairs necessitated by fire, water, or accident, nor the cost of replacement motors necessitated by changes in power line specifications. This agreement does not provide for the replacement of parts, nor the labor due to vandalism, misuse, negligence or abuse of the equipment, nor for problems necessitated by the use of non-Company or manufacturer approved parts or operating supplies as deemed by Company's technical representative. This agreement does not cover labor for normal operator functions as described in equipment's operator manual or problems relating to or caused by software which was not supplied by Company.
7. The Company reserves the right to discontinue service on any machine for the following reasons: (a) abuse, misuse and/or negligence of the equipment by the operator(s) thereof; (b) lack of proper care of the equipment by the operator(s) between regular scheduled maintenance inspections; (c) machine not being used in accordance with intended purposes; (d) equipment which requires rebuilding, overhauling or shop repairs but approval to proceed has been refused; (e) use of non Company-approved replacement parts and/or operating supplies and, (f) Company deems equipment to be in a state of disrepair due to age and/or continued overuse of equipment.
8. The Company will honor orders for service for the term and/or subsequent terms stated herein. It is understood that once an order for service is placed, it will continue in effect during the remainder of the agreement term and is non-cancelable. Should Customer fail to remit payment according to the coverage and payment selection terms indicated, Company may, at its sole option, cancel the agreement and re-invoice Customer for any service calls, including parts, labor, mileage and travel time at prevailing retail rates for any and all calls placed from the beginning date of agreement to date of cancellation.
9. Service agreements are either "Prepaid" or "Installment Payment Option", depending on the billing and payment selection desired. Prepaid annual premiums are billed and due within regular account terms and all installment premiums are billed in advance of actual services rendered by the Company and are due within regular account terms.
10. Service/maintenance performed on Customer's premises will be free from mileage and travel time charges if said premises are located within a 25-mile radius from the closest Company service facility. Maintenance performed on equipment located beyond this radius is subject to a prevailing mileage charge, unless otherwise specified. Customer is subject to any additional tolls assessed to Company for on-site service.
11. The agreement price(s) exclude all State and local taxes levied on or measured by the agreement or sale price of the services furnished under this agreement. Taxes excluded from this agreement pursuant to the preceding sentence shall be separately stated on the Company's invoices and the Customer agrees to pay to the Company amounts covering such taxes or to provide evidence necessary to sustain exemption there from.
12. Rate variances may occur over succeeding terms of the agreement depending on, among other factors, the annual usage designated for the equipment. Image (copy, print or scan) volumes and toner/ink page-fill percentages are analyzed annually and adjustments may be made to reflect a change in machine usage, which will affect rates, usage allowance and excess image charges for the next term period. Rates for network connected device "fleet" agreements assume the consent to install server-based automated remote monitoring & device meter capture software and may be increased if installation is disallowed for any reason.
13. Under our multi-unit agreements, particularly "per-image" agreements, any new equipment installed at Customer's location will automatically be included under this coverage and will be billed according to the rate assigned to that specific device, unless otherwise specified by Company or Customer in writing. For all agreements, Customer is required to supply to Company, generally through the installation of our server-based automated remote monitoring & device meter capture software but alternatively upon request, all device meters, be it monthly, quarterly or annually, within 2 business days of such request.
14. Rates for any "flat-rate" agreements that do not require the capture, reporting and billing of device meters are calculated off of customer's previous usage history and may be revised during the term of the agreement if necessitated by an unusual increase in overall usage.
15. Any contracted equipment that is connected to Customer's computer network is not covered for problems relating to network operating systems, operating software or network hardware. Generally, if the contracted equipment can print from a non-networked environment, the problem is outside the scope of this agreement and any work performed will be at prevailing retail rates.
16. Customer is subject to a labor charge and charge for parts at current retail rates if confirmed evidence of tampering/modifying/adjusting of the equipment is found to have been performed by anyone other than Company's authorized representative.
17. Customer is subject to additional charges if Customer moves the equipment from the location stated on the reverse side of this agreement if moved outside of the zone indicated and/or for any damage done to equipment during the move and/or the need to reinstall the equipment is necessary. Company will be under no obligation to provide maintenance service for any equipment which is located outside its geographical area of responsibility.
18. This agreement is not assignable by Customer without written permission from Company, such permission not to be reasonably withheld, and any attempt by customer to assign any rights, duties, or obligations which arise under this agreement without such permission shall be void.
19. The company reserves the right to bill surcharges to customers for excessive costs incurred in providing service under this agreement which may include but are not limited to excessive fuel cost, excessive freight-in or freight-out costs, and excessive parts and/or supplies costs affected by unusual market conditions.
20. The Company will provide Level 1 Support for any bundled firmware and/or accessory and alliance software that was purchased from the Company and is under a separate extended warranty or support agreement with the Licensor of the software. Level 1 Support is defined as providing help-line telephone assistance in identifying service problems, facilitating contact between end-users and the software Licensor and installing bug fixes and compatibility upgrades.
21. Notwithstanding anything to the contrary, Company is not liable for any delay in delivery or unavailability of Third Party applications ordered by or on behalf of Customer and Company disclaims all warranties, express or implied, including warranties of non-infringement, merchantability and fitness for a particular purpose related to such Third Party applications. All such Third Party applications are provided by Company "as is" and "as available".
22. Company may pass through any increase in fees from Third Party providers. Customer shall reimburse Company for any Third Party Provider fees or charges incurred by Company on behalf of Customer. The continued availability of Third Party applications is not within the control of the Company and Customer therefore agrees that Company may cancel and cease to provide any Third Party applications, and support thereto, within a minimum of fifteen (15) days prior notice at any time without liability to Customer. In case of cancellation, Company will reasonably assist Customer in identifying an alternative provider of Third Party applications and/or support.
23. This agreement lives in addition to the initial Scope of Work documented for all network-connected devices. Any changes to the initial configuration including certain hardware software and/or operating systems by Customer may cause the need for Company to provide extra services which are billable at then current rates.
24. This agreement sets forth the parties' entire agreement as to Company's maintenance of the equipment. In no event will Company be liable for any loss of business, profit or other consequential damages arising out of any claimed breach of this agreement. All additional and/or different terms are expressly rejected by Company and are excluded from this agreement. No modification to this agreement shall be binding on Company unless agreed to in writing by a corporate office of Company.

(Customer Initials)

Rev: 7/1/2022





# Outfit OES Vehicle

**MHQ of New Mexico**

**5601 Balloon Fiesta Pkwy**

**Suite C**

**Albuquerque, NM 87113**

**MHQ** *WEST*  
EMERGENCY & SERVICE SOLUTIONS...  
VEHICLES, GRAPHICS, EQUIPMENT & GEAR

**CHALMERS**  


**Quote**

Date	Estimate #
12/8/2022	15359
This quote expires in 90 days	

Name / Address
Lincoln County Fire PO BOX 711 Carrizozo, NM 88301-0711

Ship To
Lincoln County Fire 111 Copperridge Rd Capitan, NM 88316

Phone	Cell	Email	Visit our Website	Project		
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2023 Ram 2500 Nogal Fire		
Item	MFG	Description	Qty	Price	Total	
Build	Build	Contact Name: Brian Samson Contact Number: 575-740-0894 Contact E-mail: bsamson@lincolncountynm.gov Vehicle/Year: 2023 Ram 2500 Type: Fire Crew Cab Shortbed, electronic shift			0.00	
STATE CONTRACT NM ETSA481CSP	Soundoff Sig...	State Contract# 60-000-15-00032 nERGY™ 400 Series Multi-Function Siren w/ Button Control, 10-16v - 100w single speaker MSRP \$858.00 State Contract 36% off = \$549.12	1	549.12	0.00	549.12
MPS1220U-RW	Federal Signal	MicroPulse™ Ultra 1220, Dual Color Models-24 LED Lighthouse. Red/White MSRP \$230.00 State Contract 36% = \$147.20 4 Grille PB lights 2 Side PB Lights 2 Side Camper or Bed Lights 2 Tailgate All Flood Capable	10	147.20		1,472.00
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A. MSRP \$372.00 State Contract 36% off = \$238.08	1	238.08		238.08
ESB-U	Federal Signal	Universal ES100C speaker bracket. MSRP \$46.00 State Contract 36% off = \$29.44	1	29.44		29.44
ENFLBS1254	Sound Off Si...	54" nForce SoundOff Lightbar Dual Color MSRP \$4935.00 State Contract 36% off = \$3158.40	1	3,158.40		3,158.40
57-4025	Westin	HDX Grille Guard 2020 Ram 2500 with wings MSRP \$997.50 State Contract 20% = \$798.00	1	798.00		798.00
			<b>Subtotal</b>			
			<b>Sales Tax (0.0%)</b>			
			<b>Total</b>			

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



## Quote

Date	Estimate #
12/8/2022	15359
This quote expires in 90 days	

Name / Address
Lincoln County Fire PO BOX 711 Carrizozo, NM 88301-0711

Ship To
Lincoln County Fire 111 Copperridge Rd Capitan, NM 88316

Phone	Cell	Email	Visit our Website	Project		
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2023 Ram 2500 Nogal Fire		
Item		MFG	Description	Qty	Price	Total
ATC-CAMPER-SHELL		ATC	ATC LED White Fiberglass Commercial Cap 6'5" Bed Front Picture Window, Rear window with lock Interior Lighting	1	2,645.00	2,645.00
CG2200XL6548		Cargo Glide	Slide Out Truck Tray, Payload Distributed Capacity 2200LBS Extension 100% 65" bed fab divider	1	2,153.60	2,153.60
SHOP SUPPLIES LVI		MHQ of New...	Center divider down length cargo glide. 6-8" shorter than camper. Shelf Design Similar to ExtendoBed Walla Walla	1	200.00	200.00
CC-WBOS-20		Troy	Universal SUV/truck 20" Wide-body open-storage console; 8" slope/ 12" level MSRP \$741.00 State Contract 20% off= \$592.80	1	592.80	592.80
AC-SIDEARM-9		Troy	9" x 3" molded foam arm pad on 5" tall L bracket. Bolts to console side or rear. MSRP \$134.00 State Contract 20% off= \$107.20	1	107.20	107.20
FP-USB-2DC		Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module MSRP \$76.00 State Contract 20%= \$60.80	1	60.80	60.80
AC-INBHG		Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment. MSRP \$58.00 State Contract 20% off= \$46.40	1	46.40	46.40
CH27.1.20		911 Circuits	Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs MSRP \$1125.00 State Contract 20% = \$900.00	1	900.00	900.00
				Subtotal		
				Sales Tax (0.0%)		
				Total		

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



## Quote

Date	Estimate #
12/8/2022	15359
This quote expires in 90 days	

Name / Address
Lincoln County Fire PO BOX 711 Carrizozo, NM 88301-0711

Ship To
Lincoln County Fire 111 Copperridge Rd Capitan, NM 88316

Phone	Cell	Email	Visit our Website	Project		
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2023 Ram 2500 Nogal Fire		
Item	MFG	Description	Qty	Price	Total	
SHOP SUPPLIES LV2	MHQ of New...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	1	300.00	300.00	
425-3816	Jotto	Magnetic Mic - Single Pack MSRP \$34.95 State Contract 20% = \$27.96	2	27.96	55.92	
Shipping		Shipping	1	650.00	650.00	
Labor NM	MHQ of New...	Installation Labor	40	124.45	4,978.00T	
				<b>Subtotal</b>	\$18,934.76	
				<b>Sales Tax (0.0%)</b>	\$0.00	
				<b>Total</b>	\$18,934.76	

Latigo Electric LLC #357045

PO Box 793  
Capitan NM 88316

Estimate

Date	Estimate #
11/1/2022	1407

Name / Address
Lincoln County OES Joe Kenmore

Project

Description	Qty	Rate	Total
38kw generator, transfer switch, and wire	1	27,304.93	27,304.93
Remove old generator and transfer switch, install new generator and transfer switch, run new wiring to generator and transfer switch	1	10,000.00	10,000.00T
		<b>Subtotal</b>	\$37,304.93
		<b>Sales Tax (5.375%)</b>	\$537.50
		<b>Total</b>	\$37,842.43

# ESTIMATE

LMC Services  
111 La Canada  
Ruidoso Downs NM  
88346  
United States

Larry  
+15759372630  
larmargthomp@gmail.com

## FOR

Lincoln County Copper Ridge Station

Estimate No.: **0397**  
Issue date: **7/6/2023**  
Valid until: **7/20/2023**

*remove diagnose no power ,replace and install generator for command unit*

DESCRIPTION	QUANTITY	UNIT PRICE (\$)	AMOUNT (\$)
Kilohertz 16ekozd-as diesel generator	1	19,664.57	19,664.57
Labor	16	85.00	1,360.00
SUBTOTAL:			\$21,024.57
TAX 5.5% from \$1,360.00			\$74.80
TOTAL (USD):			\$21,099.37



SALES, SERVICE, PARTS, & RENTALS

939 HAWKINS  
EL PASO, TEXAS 79915  
(915) 772-0613  
FAX (915) 772-1964  
(800) 458-5727

7179 ROSWELL HWY.  
ARTESIA, NM 88210  
(575) 746-6592  
FAX (575) 746-6784

\*\* QUOTE \*\*

Page 1

Date	Expires	Br	Ship Date	Salesman	Customer	Quote
10/14/22	9/03/23	001		TITO MARQUEZ	56360	931233

	LINCOLN COUNTY BOARD OF COUNTY COMMISSIONS PO BOX 711 CARRIZOZO NM 88301	Ship To	MR. JEFF HONEYCUTT LINCOLN COUNTY BOARD OF COUNTY COMMISSIONS PO BOX 711 CARRIZOZO NM 88301
Attn	MR. JEFF HONEYCUTT 505/648-2465		505/648-2465
		FOB DESTINATION	
Terms	NET 30		

Qty	Description	Each	Amount
	NEW VOLVO ECR50F COMPACT EXCAVATOR		
1	VM ECR50F ECR50F COMPACT EXCAVATOR VOLVO ECR50F SHORT RADIUS COMPACT EXCAVATOR BASE MACHINE INCLUDES: VOLVO D2.4H T4F DIESEL ENGINE 42HP & 160LB/FT TORQUE W/ AUTO IDLE FUNCTION LOAD SENSING HYDRAULIC SYSTEM 42 X 16 GPM AXIAL PISTON PUMPS, 8.5 RPM SWING SLEW SPEED 10,171 FT/LB SWING TORQUE, OFF-SET BOOM OFF-SET BOOM FUNCTION X1 AUX HYDRAULIC CIRCUIT W/PROPORTIONAL CNTRL ON JOYSTICK, BACKFILL BLADE W/FLOAT FUNCTION GROUND LEVEL FUELING AND SERVICING ROPS CARECAB W/78 DBA NOISE LEVEL, CONTRONICS MONITORING SYSTEM W/COLOR LCD MONITOR & MATRIX SYSTEM OPERATING WEIGHT +/- 11,133 LBS. EQUIPPED WITH THE FOLLOWING OPTIONS: LONG ARM W/THUM BRACKET W/HD COUNTERWEIGHT 16" RUBBER TRACKS ENCLOSED CAB COMFORT W/ HEAT AND A/C TEXTURE MECH/SEAT W/HIGHBACK 2" SEAT BELT RADIO, AUX, USB & BLUETOOTH, HOUR METER X3 HYDRAULIC CIRCUIT PROPOTIONAL STD/LONG ARM LED ROTATING BEACON LED FULL WORK LIGHT PACKAGE	117,424.00	117,424.00

CONTINUED



SALES, SERVICE, PARTS, & RENTALS

939 HAWKINS  
EL PASO, TEXAS 79915  
(915) 772-0613  
FAX (915) 772-1964  
(800) 458-5727

7179 ROSWELL HWY.  
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FAX (575) 746-6784

\*\* QUOTE \*\*

Page 2

Date	Expires	Br Ship Date	Salesman	Customer	Quote
10/14/22	9/03/23	001	TITO MARQUEZ	56360	931233

LINCOLN COUNTY  
BOARD OF COUNTY COMMISSIONS  
PO BOX 711  
CARRIZOZO NM 88301

Ship To MR. JEFF HONEYCUTT  
LINCOLN COUNTY  
BOARD OF COUNTY COMMISSIONS  
PO BOX 711  
CARRIZOZO NM 88301

Attn MR. JEFF HONEYCUTT  
505/648-2465

505/648-2465

FOB DESTINATION

Terms NET 30

Qty	Description	Each	Amount
	2X FLAT FACE HYDRAULIC COUPLING		
	ISO PATTERN CONTROL SEL + TRAVEL		
	RIGHT & LEFT REAR VIEW MIRROR		
	RIGHT & LEFT LED WORK LIGHT		
	DOUBLE ACTING CIRCUIT FOR ATTACHMENT CARRIER		
	CARETRACK TELEMATICS		
	ACTIVECARE DIRECT MONITORING & REPORTING		
	***VOLVO LIFETIME BOOM, ARM & FRAME WARRANTY		
	(FIRST OWNER ONLY)		
	***1 YEAR/UNLIMITED HR FACTORY FULL MACHINE		
	WARRANTY		
1-	CES CONTRACT #2022-10-C101-678	47,909.00	47,909.00--
	HEAVY EQUIPMENT, PARTS, ACCESSORIES		
	LEASING AND RELATED SERVICES 40.8% DISCOUNT		
1	PRE-DELIVERY & FUEL	600.00	600.00
1	LOCAL FREIGHT	850.00	850.00
1	5 YEAR/5,000 HR COMPLETE	3,956.00	3,956.00
	MACHINE WARRANTY		
1	VM ECR50F	28,918.00	28,918.00
	STEEL WRIST TILTROTATOR		
1	VM ECR50F	4,645.00	4,645.00
	X06 GRIPPER CASSETTE		
	INTERGRATED 3-FINGER GRIPPER		
1	VM ECR50F	1,727.00	1,727.00
	47" GRADING BUCKET		
	SMOOTH EDGE GRADING BUCKET		
1	VM ECR50F	1,709.00	1,709.00

CONTINUED



SALES, SERVICE, PARTS, & RENTALS

939 HAWKINS  
EL PASO, TEXAS 79915  
(915) 772-0613  
FAX (915) 772-1964  
(800) 458-5727

7179 ROSWELL HWY.  
ARTESIA, NM 88210  
(575) 746-6592  
FAX (575) 746-6784

\*\* QUOTE \*\*

Page 3

Date	Expires	Br	Ship Date	Salesman	Customer	Quote
10/14/22	9/03/23	001		TITO MARQUEZ	56360	931233

LINCOLN COUNTY  
BOARD OF COUNTY COMMISSIONS  
PO BOX 711  
CARRIZOZO NM 88301

Ship To

MR. JEFF HONEYCUTT  
LINCOLN COUNTY  
BOARD OF COUNTY COMMISSIONS  
PO BOX 711  
CARRIZOZO NM 88301

Attn MR. JEFF HONEYCUTT  
505/648-2465

505/648-2465

FOB DESTINATION


Terms NET 30

Qty	Description	Each	Amount
1	24" DITCHING BUCKET 24" EXCAVATING BUCKET WITH TEETH VM ECR50F	1,255.00	1,255.00
1	12" DITCHING BUCKET 12" EXCAVATING BUCKET WITH TEETH VM ECR50F	8,709.00	8,709.00
	TINE GRAPPLE BY PASSING JAWS, 55" WIDTH OPENING, MAX. LOAD: 6,615 LBS. EST. WEIGHT: 483 LBS.		

NON-TAX GA

ALL QUOTED PRICING SUBJECT TO CHANGE AFTER  
30 DAYS FROM THE DATE OF THIS QUOTE.

Total 121,884.00

  
Proposed By

8/3/2023  
Date

Accepted By

Date





# *County of Lincoln*

---

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

## **AGENDA ITEM NO. 9**

### **SUBJECT:**

Colonias in Lincoln County

- a. Approval of Resolution No. 2024-12 - a Resolution Authorizing Acceptance of Colonias Infrastructure Fund (CIF) Project No. 6131-CIF Funding Offer; Roads/Drainage Infrastructure Palo Verde Slope Subdivision Roadway Project from The New Mexico Finance Authority.
- b. Resolution 2024-10 - a Resolution Designating Enchanted Forest Mutual Domestic Water Consumers Association as a Colonia

Tuesday, August 22, 2023



June 26, 2023

**Via First Class Mail and Email**

Lincoln County  
 Attn: Ira Pearson, County Manager  
 P.O. Box 711  
 Carrizozo, NM 88301  
[ipearson@lincolncountynm.gov](mailto:ipearson@lincolncountynm.gov)

RE: Colonias Infrastructure Project No. 6131-CIF; Roads/Drainage Infrastructure;  
 Palo Verde Slope Subdivision Roadway

Dear Ms. Pearson:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on June 22, 2023, to approve the final terms, structure and conditions of Colonias Infrastructure Funding in the amount of \$1,500,000 to the Lincoln County ("County") for its Roads/Drainage Infrastructure Project. This action is a result of the Colonias Infrastructure Board recommendations approved on May 24, 2023.

The approved funding structure consists of a 10% loan in the amount of \$150,000, and a 90% grant in the amount of \$1,350,000. The loan component is a 20-year term at a net effective interest rate of .25% (0% interest rate with an administrative fee component of ¼ of 1%). The loan and grant are to be used by the County for the design and construct phase II roadway drainage improvements in the Palo Verde Slope subdivision.

To secure the funding agreement for the award, the County must submit the following Readiness to Proceed items **no later than October 31, 2023**, by email only to [Colonias@nmfa.net](mailto:Colonias@nmfa.net).

**SUBMISSION OF READINESS TO PROCEED ITEMS**

***This funding is conditional and the County must submit the following Readiness to Proceed ("RTP") items, as applicable, before the loan/grant agreement can be scheduled to close:***

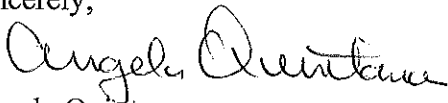
1. A monthly draw-down schedule of project expenditures, including Month and Year;
2. Verification of match in the amount of \$150,000;
3. Verification of complete and approved plans/specification prior to disbursement of construction funds;
4. Verification that right-of-way, easements and permits have been secured;
5. Updated Open Meetings Act resolution (11/15/2022);
6. All contingencies must be satisfied **no later than October 31, 2023**; and
7. Any additional information requested by the Colonias Infrastructure Board or NMFA Board.

Compliance with the RTP process is required to secure the funding for this project. To prevent any delays in securing the funding, please begin preparing the RTP information upon receipt of this notice. When all of the RTP criteria have been submitted, outside counsel for NMFA will draft the funding agreement and will contact the County directly for closing arrangements.

As part of the technical oversight of Colonias Infrastructure Funds, the County may be required to submit project documentation (design and construction plans, contracts, bids, etc.), for review and/or approval.

Please contact me at [Colonias@nmfa.net](mailto:Colonias@nmfa.net) or (505) 992-9648 if you have any questions regarding the RTP information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Angela Quintana".

Angela Quintana  
Senior Program Administrator

cc: Jeff Honeycutt, Lincoln County, [jhoneycutt@lincolncountynm.gov](mailto:jhoneycutt@lincolncountynm.gov)  
Eric Hamilton, Wilson & Company, [eric.hamilton@wilsonco.com](mailto:eric.hamilton@wilsonco.com)  
Ashley Martinez, Wilson & Company, [Ashley.martinez@wilsonco.com](mailto:Ashley.martinez@wilsonco.com)



*County of Lincoln*

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

August 22, 2023

Angela Quintana  
New Mexico Finance Authority  
Senior Program Administrator  
207 Shelby Street  
Santa Fe, NM 87501

**Re: Colonias Infrastructure Project No. 6131-CIF Readiness to Proceed Items**

Dear Ms. Quintana:

Please let this letter serve as Lincoln County's submission of the Readiness to Proceed (RTP) items for the subject-referenced project. The list below describes all the required RTP items as specified by the New Mexico Finance Authority, and each item is attached to this letter.

1. A monthly draw-down schedule of project expenditure (estimated)
2. Verification of match in the amount of \$150,000
3. We acknowledge the required approval of completed plans/specifications prior to the disbursement of construction funds.
4. An updated Open Meetings Act resolution.
5. Verification that all required right-of-way, easement, and permits have been secured.

Please get in touch with me at my office if you have any questions.

Sincerely,

Ira Pearson  
County Manager

**RESOLUTION NO. 2024-12**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF COLONIAS INFRASTRUCTURE FUND (CIF) PROJECT NO. 6131-CIF FUNDING OFFER; ROADS/DRAINAGE INFRASTRUCTURE PALO VERDE SLOPE SUBDIVISION ROADWAY PROJECT FROM THE NEW MEXICO FINANCE AUTHORITY.**

**WHEREAS**, Lincoln County adopted Resolution No. 2023-41 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority Colonias Infrastructure Board (CIB) for the Palo Verde Slope Subdivision Roadway; and

**WHEREAS**, the New Mexico Finance Authority has recommended and approved the funding award; and

**WHEREAS**, the approved funding structure consists of a 10% loan in the amount of \$150,000 and a 90% grant in the amount of \$1,350,000 and;

**WHEREAS**, a match is required as part of the Colonias Infrastructure Project No. 6131-CIF funding structure.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES, THE GOVERNING BODY OF LINCOLN COUNTY, NEW MEXICO**, hereby accepts the New Mexico Finance Authority CIB award of 10% loan in the amount of \$150,000 and 90% grant in the amount of \$1,350,000 and approves the required cash match in the amount of \$150,000; and approves that the County Manager is hereby designated as the County's representative on behalf of the New Mexico Finance Authority CIB Project No. 6131-CIF.

**PASSED, APPROVED AND ADOPTED**, this 22<sup>nd</sup> day of August, 2023.

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

\_\_\_\_\_  
Todd F. Proctor, Chairman

\_\_\_\_\_  
Jon Crunk, Vice-Chairman

\_\_\_\_\_  
Mark G. Fischer, Member

\_\_\_\_\_  
Pierre S. Pfeffer, Member

\_\_\_\_\_  
Samantha J. Serna, Member

ATTEST:

\_\_\_\_\_  
Shannan Hemphill, County Clerk

**From:** [Tracie Johnson](#)  
**To:** [Pierre Pfeffer](#)  
**Cc:** [Ira Pearson](#)  
**Subject:** Fwd: 90% PER Submittal  
**Date:** Thursday, July 20, 2023 2:30:53 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Hello Commissioner and Ira,

Commissioner, this is Tracie Johnson and my own email. The PER is in my personal email so that's why the forward is coming from this email. I had to "forward" the email because it's a big file and it's on OneDrive with a password.

Ira for your understanding because I know we have not communicated in many months but we have this 90% submittal of a PER as of 30 days ago. This is currently sitting at the New Mexico Environment Department Construction Bureau for approval as well as our Planning and Design contract with Souder Miller & Associates. Once approved Planning and Design will begin on a new distribution system.

We have actually gotten:

50,000 grant from the Local Government Planning Fund, Oct 2022, for the sole purpose of a PER (Professional Engineer Report) to be done by the engineer

50,000 grant from the Local Government Planning Fund, May 2023, for the sole purpose of an Asset Management Plan (to be done by the engineer)

40,000 (90%grant/10%) loan from the Water Trust Board, in the process of closing now, for the purpose of a Technical Memorandum on just our current wells and a potential new one and a Hydrological report (Our engineer will complete these)

750,000 from the Drinking Water State Revolving Fund (closed on 5/5/23) This money will pay for 100% planning and design by the engineer, phase 1 and phase 2 or a 5 phase distribution system but is only about 1/4 of what we need (75% grant/25% loan)

This is why we are asking for the Colonias designation. There is money in Colonias and it's grant money. We will have to pay back 187+ thousand of that 750,000 and we are not in a position to pay back more than that with trying to build our finances after how this system was run prior to this current board.

Commissioner our board meeting is Tuesday, 8/8/23, 10am, at the fire department by the Alto PO. 100 Fire Road is the address. It will be in the old building behind the new one that you see on the highway.

Thank you,  
Tracie

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

From: **Hayden Randall** <[hayden.randall@soudermiller.com](mailto:hayden.randall@soudermiller.com)>

Date: Thu, Jun 15, 2023 at 10:37 PM

Subject: 90% PER Submittal

To: Tracie Johnson <[jctajohnson@gmail.com](mailto:jctajohnson@gmail.com)>, Bob Howard <[bobhoward1983@gmail.com](mailto:bobhoward1983@gmail.com)>, Jo Ingram <[jni02@yahoo.com](mailto:jni02@yahoo.com)>, [buddy.sallee@yahoo.com](mailto:buddy.sallee@yahoo.com) <[buddy.sallee@yahoo.com](mailto:buddy.sallee@yahoo.com)>, Gene Hubbard <[mac.homes@yahoo.com](mailto:mac.homes@yahoo.com)>

Cc: Marty Howell <[marty.howell@soudermiller.com](mailto:marty.howell@soudermiller.com)>, Robert Storey <[robert.storey@soudermiller.com](mailto:robert.storey@soudermiller.com)>

Good (late) evening to you all!

Thanks so much for having Robert and me at the board meeting this week. We really enjoyed hearing from each of you, Michael, Jack, and your residents. Thanks for the donuts and the water (clear and not-so). We're looking forward to continuing to work with you to improve your drinking water system.

I'm sending you the 90% Draft of the Preliminary Engineering Report (PER). We're simultaneously submitting to NMED so that we can proceed with design services after revisions and approvals on the PER. The PER was too large in size to attach, so please use the OneDrive link below along with the password **EFMDWCA**. If for some reason this doesn't work out, please let me know so we can figure out a different way to get the draft to you.

[Enchanted Forest PER Binder - 90% Submittal.pdf](#) Password: **EFMDWCA**

Please take some time to read through it, and send us your thoughts, suggestions, revisions, etc. Your input makes the report more useful for your needs.

Let me know if you have any questions.

Thanks!

**Hayden A. Randall, EI**

*Staff Civil Designer*

Direct/Mobile: 575.323.8952

Office: 575.647.0799



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3500 Sedona Hills Parkway

Las Cruces, NM 88011

EI certified in NM-7576

**Corporate Registrations:** AZ Engineering/Geology/Surveying Firm (14070), FL Engineering Firm (34203), ID Engineering/Surveying Firm (C-3564), ND Engineering Firm (28545PE), OK Engineering Firm (8498), SD Surveying Firm (C-7436), TX Engineering Firm (8877), TX Geology Firm (50254), TX Surveying Firm (10162200), WY Engineering/Surveying Firm (S-1704)

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Special District of Enchanted Forest Mutual Domestic Water Consumers Association

STATE of: New Mexico

COUNTY of: Lincoln

A RESOLUTION REQUESTING a designation of a Colonia by Lincoln County, New Mexico.

**WHEREAS**, the governing body (Board of Directors) of Enchanted Forest MDWCA wishes to designate Enchanted Forest MDWCA as a "Colonia" as defined by the Housing and Urban Development Cranston Gonzales Act and the United States Rural Development; and

**WHEREAS**, the Housing and Urban Development Cranston Gonzales Act and the United States Rural Development definition of a colonia: "The Colonia must be located in a rural area i.e., unincorporated areas and (any city or town with a population of 10,000 or less) and is identified as a community designated in writing by the state or county in which it is located; determined to be a Colonia on the basis of objective criteria including lack of: potable water supply, adequate sewage systems, decent, safe and sanitary housing, or have inadequate roads and drainage;" and

**WHEREAS**, Enchanted Forest MDWCA is an unincorporated area in Lincoln County, New Mexico; and

**WHEREAS**, Enchanted Forest MDWCA came into existence in 1975; and

**WHEREAS**, Enchanted Forest MDWCA is within 150 miles of the US/Mexico border; and

**WHEREAS**, Enchanted Forest MDWCA does not have a wastewater system; and

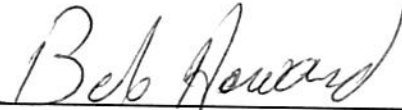
**WHEREAS**, Enchanted Forest MDWCA has an inadequate water system; and

**WHEREAS**, Enchanted Forest MDWCA has a population of less than 10,000; and

**WHEREAS**, Enchanted Forest MDWCA meets the definition of a colonia as established by HUD and USDA; and

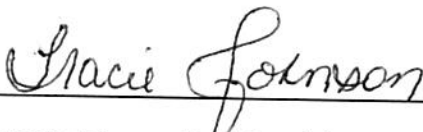
**NOW, THEREFORE, BE IT RESOLVED BY the governing body:** Enchanted Forest MDWCA requests designation of a Colonia under the HUD and USDA Rural Development Programs by Lincoln County, New Mexico.

PASSED, APPROVED and ADOPTED by the governing body at its meeting this 18 day of June 2023.



Bob Howard, Board Chair

Attest:



Tracie Johnson, Registered Agent

Seal

## **RESOLUTION 2024-10**

### **A RESOLUTION DESIGNATING ENCHANTED FOREST MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION AS A COLONIA**

**WHEREAS**, the Lincoln County Board of Commissioners, meeting in regular session on the 22<sup>nd</sup> day of August, 2023, desires to designate the Enchanted Forest Mutual Domestic Water Consumers Association [hereinafter “Enchanted Forest MDWCA”] as a Colonia; and

**WHEREAS**, Enchanted Forest MDWCA lacks an adequate water delivery system and is unable to provide an adequate water supply to its residents including basic day to day needs and/or fire protection; and

**WHEREAS**, Enchanted Forest MDWCA lacks an appropriate wastewater system; and

**WHEREAS**, Enchanted Forest MDWCA was in existence prior to November 1990, and is within 150 miles of the U.S./Mexico border; and

**WHEREAS**, Enchanted Forest MDWCA would benefit from financial assistance to provide an adequate water system and a wastewater system for decent and sanitary housing; and

**WHEREAS**, the Lincoln County Board of Commissioners is committed to facilitating the social/political/economic development of communities within its jurisdiction; and

**WHEREAS**, the Enchanted Forest MDWCA community is in need of such development and meets the Colonia criteria as specified in the Cranston-Gonzalez Nation Affording Housing Act of 1990, as amended, making it eligible for certain loans/grants.

**NOW THEREFORE, BE IT RESOLVED** by the governing body of the Lincoln County Board of Commissioners that the area encompassed by and served by the water system of the Enchanted Forest MDWCA be designated a Colonia, thus enabling the community to apply for appropriate assistance.

**PASSED, APPROVED AND ADOPTED**, this 22<sup>nd</sup> day of August, 2023.

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

---

Todd F. Proctor, Chairman

---

Jon F. Crunk, Vice-Chairman

---

Mark G. Fischer, Member

---

Pierre S. Pfeffer, Member

---

Samantha J. Serna, Member

ATTEST:

---

Shannan Hemphill, County Clerk



*County of Lincoln*

---

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

## **AGENDA ITEM NO. 10**

### **SUBJECT:**

Discussion, Consideration and Direction Regarding Appropriation No. 23-ZH9241 in the Amount of \$100,000 to contract for youth mentoring and positive active programming in Lincoln County

Tuesday, August 22, 2023

We would like to request \$80,000 of potential HB2jr funding for our Club site.

For the Purpose of providing preventative programs to reduce the impact of substance abuse, mental disorders, illiteracy and poverty within the communities we serve.

Prevention takes on a number of different approaches. Prevention is typically viewed as an approach to keep a child from taking part in negative behaviors. When looking at studies and reports, family dynamics have a deep impact in such behavior.

Poor education outcomes and work ethics unfortunately lead to a greater chance of a young person living in poverty. Our programs help to support their educational process and provide them with life skills to succeed. Our up and coming workforce, population are our current young people. Making such investments in our young people is an investment in our future.

Prevention programs include:

Smart Moves, a suite of programs and other resources to aid young people in prevention and education addressing problems such as drug and alcohol use and premature sexual activity.

Positive Action, an education program which engages youth ages 4 to 18 in character development, social and emotional learning and academic improvement. Elements of this program target drug abuse prevention.

Project Learn, an encompassing program which reinforces the academic enrichment and school engagement of young people during the time they spend at the Club. By supporting and enhancing their education experience, we are able to help our young people to succeed in life with higher earning potential and avoid the pitfalls of poverty.

Power Hour: Making Minutes Count, provides Club professionals with the strategies, activities, resources and information to create an engaging homework help and tutoring program that encourages Club members of every age to become self-directed learners. Like Project Learn, this program supports and enhances the education experience. This program is centered more on homework and tutoring which again allows us to help our young people to succeed in life with higher earning potential and avoid the pitfalls of poverty.

We have our own internal programs as well such as:

## STEM and STEAM

And a literacy program that we developed after working with our kids during the remote learning phase of their education during the pandemic. We quickly learned that they could not read the instructions on their computer screens, requiring our staff to sit down with the kids one on one to read the instructions to them.

**From:** [Tim Coughlin](#)  
**To:** [Ira Pearson](#)  
**Subject:** Boys & Girls Club  
**Date:** Tuesday, July 18, 2023 12:37:02 PM  
**Importance:** High

---

Ira,

I spoke with Ron Sena about the HB 2jr funds that were placed with the County. Ron said he contacted DFA who could not reallocate those funds to the Village of Ruidoso as the fiscal agent, even though funds designated for the High Mountain Youth program were placed with the Village of Ruidoso. We had been working prior to this last legislative session with Sen Burt and Rep Vincent, among others, requesting funding to provide the children we serve with preventative programs to aide in their development.

I know this creates a burden to you and your staff as you already have enough to work on. My reason for reaching out to you today is to see how I can help ease that burden for you. We already have scopes of work, LOA's and reporting forms that have been used with previous State issued agreements centered around the preventative programs that we had proposed.

Feel free to give me a call and let's see how together we can make this work.

Thank you.

Tim Coughlin  
Executive Consultant to the Board of Directors

Boys & Girls Clubs of Chaves and Lincoln Counties  
Office 575-454-7100  
Cell 575-973-5469

Ponderosa Unit  
134 Reese Dr  
Ruidoso, NM 88345  
575-454-7100

Roswell Garden Unit  
201 S Garden  
Roswell, NM 88203  
575-550-5001





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**APPROPRIATION RECIPIENT:** LINCOLN COUNTY  
**APPROPRIATION NUMBER:** 23-ZH9241  
**APPROPRIATION AMOUNT:** \$100,000.00  
**REVERSION DATE:** June 30, 2024

**APPROPRIATION LANGUAGE**  
ONE HUNDRED THOUSAND (\$100,000.00) to contract for youth mentoring and positive active programming in Lincoln county. 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-ZH9241 in the amount of \$100,000.00.

_____	_____
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:** \_\_\_\_\_

<b>Use of Appropriation Funds</b>	<b>Amount</b>
Personnel Expenses	
Other Operating Expenses	
Capital Expenses	
Other _____	
<b>Total Amount of Appropriation Funds Expended</b>	

**Narrative**

*Describe the outcomes, results, benefit, and or uses of the appropriation funds*

THIS Agreement ("Agreement") is made by and between the County of Lincoln, New Mexico, hereinafter referred to as the "County" and **Boys & Girls Clubs of Chaves and Lincoln Counties**, hereinafter referred to as the "BGCCLC" and collectively referred to as the "Parties".

WHEREAS, the County is the fiscal agent for legislative appropriation of \$100,000 designated for Preventative Programs in Lincoln County, and BGCCLC is experienced and able to provide such programming;

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

**1. Definitions.**

- A. "Business Hours" means after school hours up to 6pm, Monday through Friday, and school holidays from 7:30am to 6:00pm, except holidays scheduled for closure by BGCCLC.
- B. "You" and "your" refers to **Boys & Girls Clubs of Chaves and Lincoln Counties**. "We," "us" or "our" refers to the County of Lincoln, New Mexico, agencies, commissions, institutions, political sub-divisions and local public bodies allowed by law to participate in the Agreement and whose accounts are created under this Agreement.

**2. Scope of Work.**

The BGCCLC shall perform the work as outlined in Appendix 1, attached hereto and incorporated herein by reference.

**3. Compensation.**

- A. Compensation Schedule. The County shall pay to the BGCCLC based upon fixed prices for each Deliverable, per the schedule outlined in Appendix 1, less retainage, if any, as identified in paragraph D of this Clause.
- B. Payment. The total compensation under this Agreement shall not **exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00)** including New Mexico gross receipts tax.

**This amount is a maximum and not a guarantee that the work assigned to be performed by BGCCLC under this Agreement shall equal the amount stated herein. The Parties do not intend for the BGCCLC to continue to provide Services without compensation when the total compensation amount is reached. BGCCLC is responsible for notifying the County when the Services provided under this Agreement reach the total compensation amount. In no event will the BGCCLC be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt

and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the BGCCLC's designated mailing address. All Payment Invoices MUST BE received by the County no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

**C. Taxes.**

The BGCCLC shall be reimbursed by the County for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the BGCCLC by any authority. The payment of taxes for any money received under this Agreement shall be the BGCCLC's sole responsibility and should be reported under the BGCCLC's Federal and State tax identification number(s).

BGCCLC shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the BGCCLC. BGCCLC shall hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

**D. Retainage.**

Not Applicable ""-The Parties agree there is no retainage.

**E. Performance Bond.**

Not Applicable. The Parties agree there is no Performance Bond.

**4. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE COUNTY. This Agreement shall begin on the date approved by the County and shall end on **June 1, 2024** unless terminated pursuant to this Agreement's Termination Clause.

**5. Termination**

A. Grounds. The County may terminate this Agreement for convenience or cause. The BGCCLC may only terminate this Agreement based upon the County's uncured, material breach of this Agreement.

a. Notice; County Opportunity to Cure.

i. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the County shall give BGCCLC written notice of termination at least thirty (30) days prior to the intended date of termination.

B. BGCCLC shall give County written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the County's material breaches of this Agreement upon which the termination is based and (ii) state what the County must do to cure such material breaches. BGCCLC's notice of termination shall only be effective (i) if the County does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the County does not, within the thirty (30) day notice period, notify the BGCCLC of its intent to cure and

begin with due diligence to cure the material breach.

- C. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the BGCCLC (i) if the BGCCLC becomes unable to perform the services contracted for, as determined by the County; (ii) if, during the term of this Agreement, the BGCCLC is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.
- D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the County's sole liability upon termination shall be to pay for acceptable work performed prior to the BGCCLC's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The BGCCLC shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE BGCCLC'S DEFAULT/BREACH OF THIS AGREEMENT
- E. Termination Management. Immediately upon receipt by either the County or the BGCCLC of notice of termination of this Agreement, the BGCCLC shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 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 County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the BGCCLC with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

## **6. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico 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 County to the BGCCLC. The County's decision as to whether sufficient appropriations are available shall be accepted by the BGCCLC and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the BGCCLC shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **7. Status of BGCCLC.**

The BGCCLC and its agents and employees are independent contractors performing professional or general services for the County and are not employees of the County of Lincoln, NM. The BGCCLC acknowledges that all sums received hereunder are reportable by BGCCLC for tax purposes, including without limitation, self-employment and business income tax.

## **8. Conflict of Interest: Governmental Conduct Act.**

- A. The BGCCLC represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

**9. Amendment**

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the County proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the BGCCLC shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

**10. 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.

**11. Equal Opportunity Compliance.**

The BGCCLC 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 BGCCLC 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 BGCCLC is found not to be in compliance with these requirements during the life of this Agreement, BGCCLC agrees to take appropriate steps to correct these deficiencies.

**12. Workers Compensation.**

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

**13. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. By execution of this Agreement, BGCCLC 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.



**14. Records and Financial Audit.**

The BGCCLC shall maintain detailed time and expenditure 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 County. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

**15. 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.

**16. 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.

**17. Non-Collusion**

In signing this Agreement, the BGCCLC certifies the BGCCLC has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

**18. 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 County:  
County of Lincoln  
ATTN:  
300 Central Avenue  
P.O. Box 338  
Carrizozo, NM 88301

To the BGCCLC:  
Boys & Girls Clubs of Chaves and Lincoln Counties  
ATTN : Rick Lamb  
134 Reese Dr.  
Ruidoso, NM 88345  
rick@bgcclc.org

**19. Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

**20. Headings**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

**21. Default/Breach.**

In case of Default and/or Breach by the BGCCLC, for any reason whatsoever, the County may procure the goods or Services from another source and hold the BGCCLC responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the County may also seek all other remedies under the terms of this Agreement and under law or equity.

**22. Equitable Remedies.**

BGCCLC acknowledges that its failure to comply with any provision of this Agreement will cause the County irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the County, and the BGCCLC consents to the County's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. County's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that County may have under applicable law, including, but not limited to, monetary damages.

**23. Indemnification.**

The BGCCLC shall defend, indemnify and hold harmless the County and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the BGCCLC, its officers, employees, servants, or agents resulting in injury or damage to persons or property during the time when the BGCCLC or any officer, agent, employee, servant thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the BGCCLC or any officer, agent, employee, servant or under this Agreement is brought against the BGCCLC, the BGCCLC shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County by certified mail.

**24. Default and Force Maieure.**

The County reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the County, if the BGCCLC fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the BGCCLC liable for any excess cost occasioned by the County due to the BGCCLC's default. The BGCCLC shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the BGCCLC; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, unless the County shall determine that the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the BGCCLC to meet the required delivery scheduled. The rights and remedies of the County provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

**25. Assignment.**

The BGCCLC 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 County.

**26. Subcontracting.**

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

**27. Inspection of Plant.**

The County or agency or entity that is a party to this Agreement may inspect, at any reasonable time during BGCCLC's regular business hours and upon prior written notice, the BGCCLC's plant or place of business, which is related to the performance of this Agreement.

**28. Commercial Warranty.**

The BGCCLC agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the BGCCLC gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other Clause of this Agreement or order. BGCCLC agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**29. Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

### **30. Release.**

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

### **31. Confidentiality.**

Any Confidential Information provided to the BGCCLC by the County or, developed by the BGCCLC based on information provided by the County in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the BGCCLC without the prior written approval of the County. Upon termination of this Agreement, BGCCLC shall deliver all Confidential Information in its possession to the County within thirty (30) Business Days of such termination. BGCCLC acknowledges that failure to deliver such Confidential Information to the County will result in direct, special and incidental damages.

### **32. BGCCLC Personnel.**

A. Key Personnel. BGCCLC's key personnel shall not be diverted from this Agreement without the prior written approval of the County. Key personnel are those individuals considered by the County to be mandatory to the work to be performed under this Agreement.

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification.

### **33. Insurance.**

The BGCCLC shall maintain in force during the entire term of this Agreement, the following insurance coverage(s).

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the BGCCLC has assumed under this Agreement). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. BGCCLC shall maintain the above insurance for the term of this Agreement.

### **34. Background Checks**

The BGCCLC shall perform background checks on any employee, staff, or volunteer that has direct or indirect care responsibilities or potential unsupervised physical access to children. Such background checks shall be maintained in the employee's, staff member's or volunteer's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients or clients data.

Name-based or fingerprint-based record searches may be used in any combination but shall, at a minimum:

- (a) verify the person's identity and legal aliases through verification of a social security number,
- (b) provide a national Sex Offender Registry search,
- (c) provide a comprehensive criminal search which includes a national search,
- (d) provide a comprehensive local criminal search which includes either a statewide criminal search or county level criminal search, depending on your jurisdiction (a current list of jurisdictions can be found at [www.bgca.net/childsafety](http://www.bgca.net/childsafety)), and
- (e) additional background check criteria may be required based on organizational policies, funding, or licensing agencies or required such as motor vehicle records, child abuse registry, or credit checks.

Such checks shall be conducted prior to employment and at regular intervals not to exceed twelve (12) months. All background checks shall be printed and added to the employee/volunteer file.

All background check findings shall be considered when making employment or volunteer decisions. BGCCLC will not consider an applicant eligible for employment or volunteer service, if such individual:

- (a) refuses to consent to a criminal background check,
- (b) makes a false statement in connection with such criminal background check,
- (c) is registered, or is required to be registered, on a state or national sex offender registry,
- (d) has been convicted of a felony consisting of:
  - 1. murder,
  - 2. child abuse,
  - 3. domestic violence,
  - 4. abduction or human trafficking,
  - 5. a crime involving rape or sexual assault,
  - 6. arson,
  - 7. weapons
  - 8. physical assault or battery
  - 9. Drug possession, drug use or distribution of drugs in the last five years; or
- (e) Has been convicted of any misdemeanor or felony against children, including child pornography.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature below:**

By: \_\_\_\_\_  
County of Lincoln

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Boys & Girls Clubs of Chaves and Lincoln Counties

Date: \_\_\_\_\_

## Appendix 1 - Scope of Work & Compensation Schedule

### **Boys & Girls Clubs of Chaves and Lincoln Counties**

#### Objective:

Boys & Girls Clubs of Chaves and Lincoln Counties (BGCCLC) is committed to supporting quality afterschool services that provide engaging and developmentally appropriate preventative programs and activities through trained, qualified youth development staff in safe and appropriately equipped facilities in Ruidoso, NM.

#### Activities:

The BGCCLC shall:

Provide preventative afterschool services listed below for at-risk youth in a professionally staffed, positive youth development environment. Youth served must be between the ages of six (6) and eighteen (18) years of age. By engaging youth in afterschool services in Ruidoso, NM, the young people will be better prepared for school and community engagement, and become productive members of the Lincoln County community. Afterschool programming will provide youth with the confidence, resources, continuity, and support they need to achieve their potential.

#### **POSITIVE ACTION - an education program which engages youth in character development, social and emotional learning and academic improvement. Elements of this program target drug abuse prevention.**

An evidence-based prevention program, with the purpose of reducing drug abuse, overdoses and deaths.

1. Boys & Girls Clubs of Chaves and Lincoln Counties (BGCCLC) will be compensated \$1,100 per Lincoln County youth completing the program requirements listed below.
2. Lincoln County youth must attend at least 80% of 22 Positive Action sessions.
3. Ensure that a Positive Action pre- and post-test survey is administered to all participating youth utilizing a method to identify matched pairs. A pre- and post-test matched pair is defined as a single Club member who has taken the pre-test and can be matched with his or her post-test result. Tests from individuals who have taken only the pre-test or only the post-test cannot be used for this grant's performance measures.
4. Ensure the following performance measures are met for youth completing the Positive Action program:
  - a. At least 75% show increased confidence and positive social behaviors to help maintain long-term drug avoidance, as evidenced by pre- and post-test surveys.
  - b. At least 75% show increased control of their feelings and actions to help maintain long-term drug avoidance, as evidenced by pre- and post-test surveys.
  - c. At least 75% of participants show decreased use of other people's prescriptions and trying drugs without knowing what they are, as evidenced by pre- and post-test surveys.
  - d. At least 75% of participants show a decrease in aggressive problem solving and an increase in positive decision making as evidenced by pre- and post-test surveys.
5. All youth participating in the SMART Choices program must also have regular Club attendance (three times weekly minimum) where they will benefit from positive, supportive relationships with staff, academic supports, high yield learning activities, and a safe and fun environment.

6. Submit full and complete reporting and invoice, to Lincoln County as individuals complete the program requirements.
7. Ensure that BGCCLC maintains an adequate fiscal and programmatic management infrastructure is in place regarding all aspects of this grant, and that appropriate, adequate levels of fiscal oversight relative to grant activities will be provided at both the staff and the board levels.
8. Provide to Lincoln County, and assigned representatives timely and unrestricted access to any and all Positive Action grant-related records. Such records are subject to audit, onsite or otherwise, and must be retained in compliance with applicable regulations and guidelines.

**SMART Choices Program - a suite of programs and other resources to aid young people in prevention and education addressing problems such as drug and alcohol use and premature sexual activity.**

1. Boys & Girls Clubs of Chaves and Lincoln Counties (BGCCLC) will provide BGCA's SMART Moves: Core curriculum to Lincoln County youth ages 6-18 years of age. The SMART Moves: Core curriculum is specified for grades Kindergarten through 6th grade.
2. BGCCLC will be compensated \$500 per Lincoln County youth completing the program requirements listed below.
3. Lincoln County youth must attend at least 80% of 10 Smart Choices sessions using the age appropriate curriculum.
4. Ensure that a Smart Choices pre- and post-test survey is administered to all participating youth utilizing a method to identify matched pairs. A pre- and post-test matched pair is defined as a single Club member who has taken the pre-test and can be matched with his or her post-test result. Tests from individuals who have taken only the pre-test or only the post-test cannot be used for this grant's performance measures.
5. Ensure the following performance measures are met for youth completing the Positive Action program:
  - a. 75% of youth will gain more understanding about the dangers of the use of alcohol, binge drinking, and drinking and driving as evidenced by pre- and post- test surveys (i.e. post-test survey score increased).
  - b. 75% of youth will exhibit increased confidence and positive social behaviors which help maintain long term 'smart choices', as evidenced by post-test surveys.
6. All youth participating in the SMART Choices program must also have regular Club attendance (three times weekly minimum) where they will benefit from positive, supportive relationships with staff, academic supports, high yield learning activities, and a safe and fun environment.
7. Each staff member providing the SMART Moves: Core curriculum will participate in SMART Moves training either face to face or online at least once per year.
8. BGCCLC will provide environmental strategies that are designed to impact the community in which the targeted youth live, such as:
  - a. Develop, implement, post signage for, and communicate anti-alcohol use policy/prevention messages to staff, Club members, parents, and the local community including via events such as registration fairs, art contests, movie nights, and musical performances.
  - b. Provide a pledge to be signed by SMART Moves: Core program participants (and other Club members) stating that they will not use alcohol before age 21 that mirrors the Clubs anti-alcohol use policies.
  - c. During the grant period, provide at least one media literacy instruction session to each SMART Moves: Core grade-level group, using an outside expert where possible.
  - d. Develop additional means to accomplish public outreach through meetings, social messaging (Twitter, Instagram, Snapchat, or Facebook, etc.), print (e.g. the Club newsletter, annual



- report, and/or program brochure, etc.) and/or electronic materials using youth led social media activities where possible.
9. At least 8 parents will participate in educational sessions and/or family engagement events designed to provide families and parents/caregivers information about the SMART Choices curriculum and/or preventing youth drinking and driving.
  10. Submit full and complete reporting and invoice, to Lincoln County as individuals complete the program requirements.
  11. Ensure that BGCCLC maintains an adequate fiscal and programmatic management infrastructure is in place regarding all aspects of this grant, and that appropriate, adequate levels of fiscal oversight relative to grant activities will be provided at both the staff and the board levels.
  12. Provide to Lincoln County, and assigned representatives timely and unrestricted access to any and all Positive Action grant-related records. Such records are subject to audit, onsite or otherwise, and must be retained in compliance with applicable regulations and guidelines.

## **POWER HOUR**

1. Boys & Girls Clubs of Chaves and Lincoln Counties (BGCCLC) will implement the Power Hour academic success program.
2. BGCCLC will be compensated \$15 per hour for Lincoln County youth attending the program.
3. BGCCLC will designate at least one Club Professional who works with or facilitates academic programming to meet the requirements of this grant
4. BGCCLC will provide a separate space, resources, and staffing to provide homework help and tutoring to Lincoln County youth as required.
5. Submit full and complete reporting and invoice, to Lincoln County by the 10<sup>th</sup> of the month for services provided the prior month.
6. Ensure that BGCCLC maintains an adequate fiscal and programmatic management infrastructure is in place regarding all aspects of this grant, and that appropriate, adequate levels of fiscal oversight relative to grant activities will be provided at both the staff and the board levels.
7. Provide to Lincoln County, and assigned representatives timely and unrestricted access to any and all Power Hour grant-related records. Such records are subject to audit, onsite or otherwise, and must be retained in compliance with applicable regulations and guidelines.

## **STEM and STEAM (Science, Technology, Engineering, Math and Science, Technology, Engineering, Art, Math)**

1. Boys & Girls Clubs of Chaves and Lincoln Counties (BGCCLC) will implement STEM and STEAM programs.
2. BGCCLC will be compensated \$15 per hour for Lincoln County youth attending the program.
3. BGCCLC will designate at least one Club Professional who works with or facilitates STEM and STEAM programming to meet the requirements of this grant
4. BGCCLC will provide a separate space, resources, and staffing to provide STEM and STEAM programming to Lincoln County youth as required.
5. Submit full and complete reporting and invoice, to Lincoln County by the 10<sup>th</sup> of the month for services provided the prior month.

6. Ensure that BGCCLC maintains an adequate fiscal and programmatic management infrastructure is in place regarding all aspects of this grant, and that appropriate, adequate levels of fiscal oversight relative to grant activities will be provided at both the staff and the board levels.
7. Provide to Lincoln County, and assigned representatives timely and unrestricted access to any and all STEM and STEAM grant-related records. Such records are subject to audit, onsite or otherwise, and must be retained in compliance with applicable regulations and guidelines.

## **PROJECT LEARN**

1. Boys & Girls Clubs of Chaves and Lincoln Counties (BGCCLC) will implement the Project Learn academic success program.
2. BGCCLC will be compensated \$1,200 per Lincoln County youth completing the program requirements listed below.
3. Lincoln County youth must attend at least 80% of 24 Positive Action sessions.
4. BGCCLC will designate at least one Club Professional who works with or facilitates academic programming to meet the requirements of this grant
5. BGCCLC will provide a separate space, resources, and staffing to provide Project Learn programming.
6. Submit full and complete reporting and invoice, to Lincoln County as individuals complete the program requirements.
7. Ensure that BGCCLC maintains an adequate fiscal and programmatic management infrastructure is in place regarding all aspects of this grant, and that appropriate, adequate levels of fiscal oversight relative to grant activities will be provided at both the staff and the board levels.
8. Provide to Lincoln County, and assigned representatives timely and unrestricted access to any and all Power Hour grant-related records. Such records are subject to audit, onsite or otherwise, and must be retained in compliance with applicable regulations and guidelines.



*County of Lincoln*

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

## 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, August 22, 2023



# *County of Lincoln*

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## **AGENDA ITEM NO. 12**

### **SUBJECT:**

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

Tuesday, August 22, 2023



# *County of Lincoln*

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## **AGENDA ITEM NO. 13**

### **SUBJECT:**

#### **10:00 AM PUBLIC HEARING:**

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, August 22, 2023

## **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.**

**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 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.

“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 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 habitable dwelling or each single unit of multi-unit 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 unsuitable or unfit in which to live or occupy, and/or each single unit of multi-unit uninhabitable 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 excessive 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-F in this Section 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. 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 11 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.

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 11 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 11 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. 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 10.    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 12 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 habitable unit located in unincorporated areas of the County outside of municipalities and lawfully created water and sanitation districts.

C.      If there are multiple 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 11.    Penalties; Liens.**

### **A.      Penalties.**

1.      Persons convicted of violating this Ordinance may be subject to a fine 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 manner 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 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 12. 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. 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. The Waiver due to owning at least 300 contiguous acres of land is attached to this Ordinance as Exhibit 1 and must be both submitted to and approved by the County.

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 2 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 13. 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 14. 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 15. Conflict Clause.**

Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

### **Section 16. Recording.**



**Section 17.     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 18. Effective Date.**

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

**PASSED, APPROVED AND ADOPTED** this the 22<sup>nd</sup> day of August, 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
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Mark G. Fischer, Member District V	For / Against
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Pierre S. Pfeffer, Member District IV	For / Against
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Samantha J. Serna, Member District II	For / Against
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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 12(A) of the Lincoln County Solid Waste Disposal/Fees Ordinance allows a landholder with 300 contiguous acres of land to request a waiver of the solid waste collection fee. Landowner must agree to comply with all Federal, State of New Mexico, and County regulations as to disposal.

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 dispose of ALL solid waste generated on my property.

\_\_\_\_\_  
(Signature of Landowner)                      Date: \_\_\_\_\_

\_\_\_\_\_  
(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 12(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: \_\_\_\_\_

*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)



*County of Lincoln*

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

## AGENDA ITEM NO. 14

### **SUBJECT:**

Lincoln County Medical Center Update – Todd Oberheu

Tuesday, August 22, 2023



*County of Lincoln*

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

## AGENDA ITEM NO. 15

### **SUBJECT:**

Lincoln County Detention Center

- a. Update – Ross Castleton, Warden
- b. Consideration of Setting Bed Rates, Per-Hour Fees, Mileage Charges, Annual Increases and Approving the Performance Work Statement for the Bureau of Indian Affairs (BIA), Office of Justice Services

Tuesday, August 22, 2023

**PERFORMANCE WORK STATEMENT  
BUREAU OF INDIAN AFFAIRS, OFFICE OF JUSTICE SERVICES  
Lincoln County Adult Detention Center**

**SECTION 1 - GENERAL PROVISIONS**

By the authority of statute, 25 U.S.C Section 2802(b) and 25, U.S.C Section 2802(c)(l) the Bureau of Indian Affairs, Office of Justice Services intends to obtain adult detention/correctional services, which includes the provision of housing and services associated with the detention of offenders from Lincoln County Detention Center, 511 Hanger Lane-Airport Road, Carrizozo, New Mexico 88301.

- 1.1 Scope of Work - The Contractor shall provide safe and secure detention/correctional services at the facility operated by Lincoln County in accordance with the specific tasks as outlined in section 8.
- 1.2 Basic Service - The Contractor shall provide housing and associated services within its detention facility, for adult arrestee(s)/inmates(s) who have been arrested, awaiting transport, awaiting adjudication, serving sentences after conviction, awaiting release from custody as a result of having been arrested or convicted of tribal/CFR violations occurring within Indian Country jurisdiction.

**SECTION 2 - DEFINITIONS/ACRONYMS**

As used throughout this contract, the following terms shall have the meaning set forth below and specified as applicable to this contract.

- 2.1 "American Correctional Association (ACA)" means American Correctional Association. ACA Core Jail Standards will be used as a form of measurement to guide all aspects of Facility operations to include safety, security, order, programs, justice, administration, and plant management, which regulate Facility policy and practice.
- 2.2 "BIA OJS" or "Agency" - The United States Department of the Interior, Bureau of Indian Affairs,(BIA), Office of Justice Services (OJS).
- 2.3 Agency jurisdiction - Is the jurisdiction of the BIA OJS and or another federally recognized Native American Indian tribe; including Indian Reservation land, Indian allotment land, and land designated as Indian Territory.
- 2.4 Arrestee or inmate - For purposes of this contract applies to a tribal or Native American Indian person(s) arrested under the authority of the BIA OJS and the personal jurisdiction of a tribal or CFR Court.
- 2.5 Bureau of Indian Affairs (BIA) - As a bureau with the United States Department of the Interior, to protect the interests, resources, lands, and peoples of the federally recognized American Indian and Alaska Native tribes.
- 2.6 Code of Federal Regulations (CFR) Court-The role of Indian tribal courts in the justice system.
- 2.7 Contracting Officer (CO) - The individual with the authority to enter, administer, and/or terminate contracts and make related determinations.

- 2.8 Contracting Officer's Representative (COR)-The individual designated and authorized in writing by the Contracting Officer to be responsible for surveillance and monitoring of the Contractor's performance.
- 2.9 County- Applies to the county where the detention facility is located.
- 2.10 Contractor - The term herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that all subcontractors comply with the provisions of this contract.
- 2.11 Cross cultural communication - Is the collective way of life of a people in a particular society; the standards, perspectives and the physical objects that constitute everyday life; the shared sets of understandings and expectations about how to think, feel and act; transmitted from generation to generation; cultures are neither totally integrated nor perfectly homogenous.
- 2.12 Government - The United States Government, Department of the Interior, Bureau of Indian Affairs, Office of Justice Services.
- 2.13 Indian Country- A term as defined in Section 1151 of Title 18, United States Code. "(a) all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding issuance of any patent, and, including rights-of-way running through the reservation, (b) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state, and (c) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same."
- 2.14 Indian Health Services (IHS) - Health and medical facilities that serve Native American Indian's, Alaska Natives, and their decedents.
- 2.15 Indian reservation or reservation - Land within the legal jurisdiction of a Federally recognized Native American Indian tribe, Bureau of Indian Affairs, or United States Department of the Interior.
- 2.16 Local jurisdiction - Refers to and may include county, city, and tribal areas of jurisdiction.
- 2.17 Office of Justice Services (OJS) - As it is a part of the Bureau of Indian Affairs, it is responsible for the overall management of the Bureau's law enforcement program of which the Division of Corrections in one area.
- 2.18 Performance Requirements - Tasks to be performed by the Contractor.
- 2.19 Performance Requirements Summary Table - An outline of contract requirements which identifies the key service outputs, standards, surveillance, and assessments, which will be inspected or surveyed by the Government.
- 2.20 Performance Work Statement (PWS) - a statement of work for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes.
- 2.21 Period of Performance (POP) - The duration or timeframe of which the contract is valid.



2.22 Supervisory Program Specialist means the BIA OJS District personnel tasked to work directly with detention/correction facilities.

2.23 Tribal violation - A violation the criminal law(s) of a tribal court or CFR Court which has jurisdiction over the arresting agency.

2.24 Definitions that apply to detention/correctional services

A. Unusual incident - A special circumstance that requires attention in addition to everyday management of the correctional facility, this may include a serious injury or medical condition, death, escape, and change of the location of the tribal arrestee or inmate and is not limited to these examples.

A.B. Correctional Program Specialist (CPS) and Contracting Officer's Representative (COR)-For the purpose of this contract the CPO and COR may be the same individual.

### **SECTION 3 - GOVERNMENT FURNISHED PROPERTY AND SERVICES**

The Government will not provide the Contractor with Government owned facilities, personnel, equipment, or materials in the performance of work under this contract.

### **SECTION 4 - CONTRACTOR FURNISHED PROPERTY AND SERVICES**

The Contractor shall provide all facilities, personnel, equipment, materials, and services necessary to perform the requirements of this contract.

### **SECTION 5 - CONTRACTOR PERSONNEL**

- 5.1 The facility administrator shall have authority to act for the Contractor on all contract matters relating to the operation of this contract.
- 5.2 The County shall designate a qualified facility administrator who shall be responsible for the performance of the work on-site, per facility policy and procedures.
- 5.3 The facility administrator shall be available to discuss issues relating to the contract with authorized government officials specific to this contract.
- 5.4 The County shall ensure each contract employee is trained and certified in accordance with the applicable federal, state, and local adult correctional certification standards.
- 5.5 The County shall ensure that the Facility shall always have sufficient staff to perform functions relating to the security, custody, and supervision of inmates in accordance with best practices for supervision according to the ACA standards.
- 5.6 The County shall conduct criminal records check in accordance with facilities policies and the ACA standards, at a minimum a fingerprint check on employees.

## SECTION 6 - QUALITY CONTROL

- 6.1 7.4 The Contractor shall ensure conformance with the MM04-Quality Improvement Standard of the New Mexico Government Accreditation Program, Adult Detention Professional Standards, which states the contractor shall implement a Quality Control Program to assure that the requirements of the contract are provided as specified.
- 6.2 The Contractor shall make available any inspections, evaluation, or monitoring reports to the COR or BIA OJS staff upon written or verbal request when made to the appropriate personnel. These inspections will include third-party inspections related to the facility operations. Some of these inspections include but are not limited to health, sanitation, fire safety, fire equipment, plant management inspections, state inspections results and/or other program review results

## SECTION 7 - QUALITY ASSURANCE

- 7.1 The Government will monitor the contract in accordance with the set surveillance performance standards listed in the Performance Requirements Summary Table.
- 7.2 ~~The facility administrator shall authority to act for the Contractor on all contract matters relating to the operation of this contract.~~ BIA-OJS reserves the right to visit or inspect the Facility at any time via any method to ensure adequate services are being provided. This shall include an annual review. BIA-OJS will endeavor to provide at least twenty-four (24) hours of notice before inspection, but this may be waived in case of an emergency, such as a serious incident, when such notice is not practicable.
- 7.3 The Government will monitor the contract in accordance with the set surveillance performance standards listed in the Performance Requirements Summary Table (13.6).
- 7.4 The Contractor shall ensure conformance with Chapters, MM-01-MM-47 and SC-01-SC-84, of the New Mexico Government Accreditation Program, Adult Detention Professional Standards, which will guide all aspects of the facility operations, to include safety, security, care, programs and services, justice and order, administration, and plant management. These standards will be utilized as a guide of measurement for OJS, during an annual site review by BIA-OJS to compare facility operations.
- 7.5 The Contractor agrees to protect inmates in the custody of BIA OJS from harm in accordance with the Core Jail Standards for Small Jails, the Indian Civil Rights Act of 1968, 25 U.S.C. 1302, et. seq. and detention facility policy and procedures.
- 7.6 The Contractor agrees to maintain a clean, healthy, sanitized, and orderly environment with clear expectations of inmate behavior. The Contractor will comply with its own policies and procedures as well as the Core Jail Standards for Small Jails.
- 7.7 The Contractor agrees to provide for the basic needs, health, hygiene, and personal care of inmates, in accordance with the facility policy, Title 310, OK State Department of Health, Chapter 670. City and County Detention Facility Standards and Core Jail Standards for Small Jails.
- 7.8 The Contractor will maintain gender separation between male and female inmates, in accordance with the New Mexico Government Accreditation Program, Adult Detention Professional Standards. Core Jail Standards for Small Jails.

## SECTION 8 - PERFORMANCE REQUIREMENT TASKS

- 8.1 The Contractor shall incarcerate tribal persons who have committed violations of criminal federal or tribal law and provide housing and services and who are approved, through the BIA OJS protocols, to use the awarded Adult Detention Center associated with the detention of offenders by Correctional Program Specialist CPS/COR.
- 8.2 The Contractor shall inquire and gather information from the BIA OJS or Tribal Police Officer regarding any medical concerns at the time of transport and admission of the arrestee(s)/inmate(s).
- 8.3 The Contractor shall provide a medical and suicidal screening at the time of arrestee(s)/inmate(s) booking or admission.

~~8.4~~ The Contractor shall release to a responsible party (BIA Uniformed Police Officer(s), BIA Correctional Officer(s) and person(s) identified by court order) incarcerated tribal arrestee(s)/inmate(s) upon receipt of valid court order. No BIA inmates shall be released to the street unless specified by court order. Any unusual/serious incident which affects any BIA-OJS inmate held under this contract/purchase order is to be reported to the District CPS/COR (contact below) within twenty-four (24) hours of occurrence. If the incident resulted in death, serious injury or medical condition, escape, or change of location of the youth, the Facility will immediately notify the District CPS/COR or their designee. ~~The Contractor shall notify the COR within 24 hours of any unusual incidents which affects a bureau or tribal arrestee/inmate held under this contract.~~

~~8.5~~ 8.4 The Contractor shall accommodate Native American Indian culture and religion when available.

~~8.6~~ 8.5 The Contractor shall address **emergency, routine non-emergency medical, psychological, and dental needs** of the arrestee (s)/inmate(s) with an established medical professional assessment.

~~8.7~~ 8.6 The Contractor shall give preference to the Indian Health Service or a tribal health care facility/provider when possible and appropriate; for emergency, routine non-emergency medical, psychological, and dental needs of arrestee(s)/inmate(s) who are enrolled members of a federally recognized tribe.

~~8.8~~ The Contractor shall schedule transportation for the arrestee(s)/inmate(s) to treatment in a timely manner and as needed as required by each situation.

~~8.9~~ The Contractor shall notify the COR within 72 hours of medical emergency for all BIA Inmates.

~~8.10~~ The Contractor shall coordinate with Indian Health Services and/or the nearest medical facility within 72 hours to process medical claims.

8.12. The Contractor shall provide verbal and written notification (Serious Incident Report) (SIR) of any unusual incident which affects any BIA inmate/prisoner, held under this contract is to be reported to the respective Correctional Program Specialist (CPS)/COR, or designee, within twenty-four (24) hours of its occurrence, unless the incident resulted in serious injury or medical condition, death, escape, change of location of the tribal arrestee or prisoner, in such instances the Contractor will notify CPS.

8.13. Bureau or Tribal inmate(s)/prisoner(s), held under this contract are not eligible for community service without the express written approval form.

The Facility shall email the count roster of BIA/Tribal residents in custody by 10:00 a.m. (local time) for each day of the week, to include weekends and holidays, when a BIA-OJS adult inmate is placed at the facility and when a BIA-OJS adult inmate is released, by email to: [D4correctionsMA@bia.gov](mailto:D4correctionsMA@bia.gov)

8.14. **BIA Responsibility:** The BIA-OJS shall be responsible for transporting inmates in the custody of BIA OJS except where the COR has pre-approved the Contractor to provide transportation. This includes general transportation for medical care and other transportation as approved by the COR. Where the COR has preapproved the Contractor to provide transportation for a Tribal inmate, the Contractor shall provide documentation of the transport to BIA-OJS using a transportation plan that includes the method of transportation, starting location, planned stops, emergency stops, approved routes, classification of the inmates being transported, destination location, identities of any persons participating in the transport, the starting mileage, and concluding mileage-this is from my solicitation. The Facility agrees to provide transport as needed, if staffing levels allow, when such transport has been requested by the placing agency and pre-approved by the BIA-OJS District II, SAC, or their designee. Transport will then be coordinated with the COR, or their designee. The fees of travel are negotiated into the contract. Facility agrees, when available and

upon preapproval through the BIA-OJS District Office, to transport services for BIA-OJS inmates. The cost for such services is \$ \_\_\_\_\_ per hour (rounded to the nearest 15 minutes), plus the current standard GSA mileage rate.

**Commented [LTG1]:** Reimbursable rate to be proposed by Detention facility/county in price quote response.

## SECTION 9 - GENERAL INFORMATION

### 9.1 Points of Contact

#### A. Contractor:

Ross Castleton, Warden  
Lincoln County Detention  
Center 511 Hanger Lane-  
Airport Road Carrizozo, New  
Mexico 88301 Phone :(575)648-  
6510  
Fax: (575) 648-6513

#### B. BIA OJS:

Brenda Gonzales, Special Agent in Charge  
Or BIA/OJS Designee  
1001 Indian School RD, NW, Suite 251  
Albuquerque, New Mexico  
Office: (505) 563- 3882  
Cellular: (505) 917-9389  
Email: [Brenda.Gonzales2@bia.gov](mailto:Brenda.Gonzales2@bia.gov)

#### C. BIA Contract Administrator:

Adam Lowery (Contractor)  
12220 Sunrise Valley Dr  
Reston, Virginia  
Email: [adam.lowery@bia.gov](mailto:adam.lowery@bia.gov)

### 9.2 Period of Performance

The period of performance (POP) for this contract is listed below and includes a base period with four option periods.

Base Period: Period of performance is from March 27, 2023 through March 26, 2024~~3~~.

Option Period One: POP is from March 27, 2024 through March 26, 2025~~4~~.

Option Period Two: POP is from March 27, 2025 through March 26, 2026~~5~~.

Option Period Three: POP is from March 27, 2026~~5~~ through March 26, 2027~~5~~.

Option Period Four: POP is from March 27, 2027~~5~~ through March 26, 2028~~5~~.

## SECTION 10 - MEDICAL

- 10.1 Payment for inmate emergency medical services will be submitted to the IHS Clinic providing health care to the adult inmates. In instances where there is a remaining balance after IHS and/or Medicare pays their portion, BIA-OJS Division of Corrections will only reimburse the facility for those medical services pre-approved by BIA-OJS. BIA-OJS will only reimburse the facility, and not the actual provider of treatment, for authorized emergency medical and mental health services, dental care, and prescription medications.
- 10.2 In instances where IHS rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other Federal or State programs, the Contractor will be billed by the provider.
- 10.3 BIA-OJS will only reimburse the Contractor for medical services if the treatment has been pre-approved by BIA-OJS. BIA-OJS will only reimburse the Contractor, and not the actual provider of treatment, for authorized emergency medical, mental health, and dental health care and medications. The provider shall bill the contractor and if pre-approved, the BIA will reimburse the contractor.
- 10.4 A medical voucher will be used to submit invoices for payment. Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full name of inmate, itemized description of services provided, date of service, cost of treatment and/or medication, and total amount to be reimbursed by BIA-OJS. The Contractor will verify the accuracy of the medical voucher.
- 10.5 The Contractor will be responsible for providing medical screening of the inmate at the time of intake. The arresting Agency or Agency Tribal Police Officer shall provide information regarding any known medical concerns at booking.
- 10.6 The Facility shall promptly notify the BIA-OJS representative, or their designee, of such medical needs to afford the Agency the opportunity to arrange for the treatment.

~~10.4~~10.7 The following is a list of Indian Health Service and tribal healthcare facilities *by preference*:

- A. Mescalero Service Unit  
P.O. Box 210  
Mescalero, New Mexico  
88340(575) 464-4441

In case of emergency only, the following health care facility will be used:

- B. Lincoln County Medical  
Center 211 Sudderth Drive  
Ruidoso, New Mexico  
88345(575) 257 - 8200

~~10.2~~10.8 If the Contractor receives a medical claim, the Contractor shall forward the claim to the COR immediately.

~~10.3~~10.9 Payment for inmate emergency medical services will be submitted to the IHS Clinic providing health care to the adult inmates. In instances where there is a remaining balance after IHS and/or Medicare pays their portion, BIA-OJS Division of Corrections will only reimburse the facility for those medical services pre-approved by BIA-OJS. BIA-OJS will only reimburse the facility, and not the actual provider of treatment, for authorized emergency medical and mental health services, dental care, and prescription medications.

## SECTION 11 - BOARD BILL

### 11.1 Invoice - Prompt Pay

The Contractor shall submit, by the tenth (10<sup>th</sup>) day of each month, an invoice for the price of incarcerating the BIA OJS arrestee(s)/inmate(s). The board bill at a minimum shall contain:

- a. Name, address, and phone number of the Facility
- b. Contract Number
- c. Date the board bill was prepared
- d. Name of each inmate housed under this contract
- e. Name of each inmate from each sending agency (tribe) – NO SOCIAL SECURITY NUMBERS
- f. Date inmate entered the Facility
- g. Date inmate was released from the Facility
- h. Total number of days inmate was physically housed by the Facility
- i. Daily inmate rate

11.2 The monthly invoice is to be submitted through the Invoice Processing Platform (IPP) System (ipp.gov) for prompt payment, and a courtesy copy is to be provided to [d4detentioninvoices@bia.gov](mailto:d4detentioninvoices@bia.gov). Electronic invoicing is authorized for this contract. If the Contractor is unable to comply with the requirements to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

11.3. The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) (FRBB) within 3-5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting IPP Production Helpdesk via email: [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

### 11.4 Cost for Services

The cost shall be \$\_\_\_\_\_ per inmate per day. For the purposes of this contract, a day is computed for any portion of any day which includes the day of arrival/admission OR day of departure.

**Commented [LTG2]:** Loaded rate to be proposed by facility/county.

## SECTION 12 - STANDARD COMPLIANCE

- 12.1 Contractor, in its operation of the facility under this agreement, shall comply with all applicable federal, state, tribal and local law and regulations.
- 12.2 Contractor shall ensure conformance to ACA or equivalent state-based Standards on Adult Detention Facilities (see Appendix). These performance-based guidelines are associated with mandatory and non-mandatory standards of facility operations to include safety, security, care, programs and services, justice and order, administration, and plant management. These standards will be used as a guide of measurement for OJS, during an annual site review by BIA-OJS to compare facility operations.
- 12.3 Prison Rape Elimination Act of 2003 and final standards shall be used in accordance with local, county, state, or federal standards associated to the Contractor.

## SECTION 13 - INDEMNIFICATION, LIABILITY, AND INSURANCE

- 13.1 This Performance Work Statement (PWS) does not reflect, in this or any other context any party's position with respect to the jurisdictional authority of another. Nothing in this PWS, or in any conduct undertaken pursuant to this PWS, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this PWS. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this PWS nor the activities of the parties pursuant to this PWS shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this PWS shall be construed to impact or impair the extradition authority and processes of the parties.
- 13.2 Nothing in this PWS shall be construed as waiving the sovereign immunity of the Contractor or their employees from suit in state, tribal or federal court. Liability for suit in state, tribal or federal court is determined by existing state, tribal and federal law and is not altered by this contract. Nothing in this contract waives the sovereign immunity of the United States or BIA Police Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.
- 13.3 The Contractor agrees to hold harmless the BIA OJS from:
  - A. Violation of constitutional rights arising from the detention of persons in the Contractor facility pursuant to this PWS.



- B. The Contractor expressly assumes liability for any and all claims of any nature, including all costs, expenses, and attorney fees, which may in any manner result from or arise out of the activities or actions of the Contractor, and its officers, officials, employees, agents, representatives, subcontractors, or others acting on its behalf in any capacity under the Contract.

#### 13.4 Indemnification, Liability, and Insurance.

- A. The BIA OJS assumes no liability and shall not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Contractor, including the employees, agents, representative or others acting on its behalf in any capacity, pursuant to this PWS.
- B. The Contractor assumes no liability and shall not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA OJS.
- C. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including an appropriate and sufficient insurance policy.
- D. The Contractor shall at all times during the life of the Contract maintain an insurance policy to protect the BIA OJS from liability for claims arising out of the negligence of the Contractor, and its officers, officials, employees, agents, representatives, subcontractors, or others acting on its behalf in any capacity under the contract.

Nothing in this PWS is intended to alter the parties' insurance obligations toward their employees or others.

#### 13.5 Serious Incident Reporting (or equivalent)

Serious incidents include, but are not limited to, the following: aggravated assault, attempted suicide, bomb threat, communicable disease outbreak, disturbance, escape, fire, hostage situation, hunger strike, in-custody death, jail closure, medical emergency, natural disaster, rape, suicide, terrorist behavior, unusual, or high-profile incident, use of force, vehicle collision, and vermin infestation other than head lice.

The Facility shall ensure conformance with the ACA Performance Based Standards on Adult Detention Facilities, 5th Edition, Use of Restraints, 3-JDF-3A-18, and in accordance with Facility Adult standards.

The Facility shall ensure all special and serious incidents involving BIA-OJS inmates are reported in accordance with Facility standards. These Facility incident reports will be

**Commented [LTG3]:** Removed Attachment A from original PWS in its entirety, and replaced with Section 13.5.

forwarded to the BIA-OJS District Office no later than twenty-four (24) hours after the occurrence.

### 13.513.6 Performance Requirements Summary (PRS) Table

Task	Performance Requirements	Expected Outcome	Performance Standards	Surveillance
8.1	Incarcerated persons who have committed violations of criminal federal/ tribal law.	Provide for the safety, security, and welfare of the arrestee(s)/ inmate(s) and general public.	In accordance with the applicable Federal State, Tribal, and local laws.	Warden, Lincoln County Detention Center.  With overs right by BIA/OJS designee and/or CPO, COTR
8.2	Inquire and gather medical and relay concerns.	Receive pertinent medical concerns at the time of transport and admissions.	In accordance with the established facility policy and procedures.	Warden, Lincoln County Detention Center.  With overs right by BIA/OJS designee and/or CPO, COTR
8.3	Provide medical and suicidal screening at the time of booking or admission.	Obtain pertinent medical and suicidal information of arrestee(s)/inmate(s).	In accordance with the established facility policy and procedures.	Warden, Lincoln County Detention Center.  With overs right by BIA/OJS designee and/or CPO, COTR
8.4	Release incarcerated arrestee(s)/inmate(s) upon receipt of valid court order to a responsible party.	The release of an incarcerated person to a few people responsible party.	In accordance with a valid court order and facility policies.	Designee of OJS or, COR will periodically review to ensure compliance with the court release procedures.
8.5	Notify COR within 24 hours when any unusual incident occurs.	Ensure safety and welfare of arrestee(s)/inmate(s).	In accordance with BIA/OJS Serious Incident Report (SIR) requirement (see 13.6)	Designee of OJS and/or CPO/COR will ensure corrective action is processed.

8.6	When available accommodate Native American Indian culture and religion.	Safety, welfare, and spiritual wellbeing of arrestee(s)/inmates(s).	When available, in accordance with facility policy.	Warden, Lincoln County Detention Center.  With overs right by BIA/OJS designee and/or CPO, COTR
8.7	Address emergency, routine non-emergency medical, psychological, and dental needs of the arrestee(s)/inmate(s).	Healthcare and welfare of arrestee(s) are met.	In accordance with the established facility policy and procedure, sand the BIA/OJS Corrections Division's handbook Access to Healthcare section.	Warden, Lincoln County Detention Center.  With oversight by BIA/OJS designee and/or CPO, COTR
8.8	Provide emergency, routine non-emergency medical, psychological, and dental needs of the arrestee(s)/inmate(s).	Preference to HIS and Tribal Health Care Facilities as primary provider.	To raise the physical, mental, social, and spiritual health of American Indians and Alaska Natives to the highest level.	Warden, Lincoln County Detention Center.  With oversight by BIA/OJS designee and/or CPO, COTR
8.9	<del>The Contractor shall schedule transportation for the arrestee(s)/inmate(s) to treatment in a timely manner and as needed as required by each situation.</del>	<del>Safe arrival of the arrestee(s)/inmate(s) to the determined treatment facility or destination.</del>	<del>In accordance with the established facility policy and procedures.</del>	<del>Warden, Lincoln County Detention Center.  With oversight by BIA/OJS designee and/or CPO, COTR</del>
8.10	Notify the COR of medical emergencies <del>72</del> 24 hours.	COR will be notified with in <del>24</del> 72 hours.	Compliance with contract health service requirements.	Warden, Lincoln County Detention Center.  With oversight by BIA/OJS designee and/or CPO, COTR
8.11	<del>Coordinate with HIS, HIS and/or the nearest medical facility within 72 hours to process medical claim(s).</del>	<del>Meet 24-72 hour deadline for processing medical claims.</del>	<del>In accordance with the established facility policy and procedures.</del>	<del>Warden, Lincoln County Detention Center.  With oversight by BIA/OJS designee and/or CPO, COTR</del>
8.12	Provide a verbal and written notification (SIR) report of any unusual incident of a BIA inmate/ prisoner-	Notification within 24 hours of incident	In accordance with BIA/OJS Serious Incident Report (SIR) requirements	With oversight by BIA/OJS designee and/or CPO, COTR will ensure corrective action is processed.

**Commented [LTG4]:** This is a function to be handled by BIA OJS

**Commented [LTG5]:** This is a function to be handled by BIA OJS

8.13	Inmate not eligible for Community service with-out written approval	Written approval for inmate community service	BIA Standard for work release	Warden, Lincoln County Detention Center.  With oversight by BIA/OJS designee and/or CPO, COTR
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**Appendix: Adult Detention Professional Standards, 3rd Edition. Revised October 2018**



Addendum\_3rd-Editi  
on-NMAC-ADPS-Mani

So here is what Pauline and I came up with.

\$85 per diem rate. This includes mental health services.

\$25.90 per hour, per officer. Two officers transport. This is what we do for the US Marshals.

We had suggested a 5% annual increase each year, (not 2% as she suggested).

\$.655 per mile. Standard rate which we charge the marshals.

This is pretty standard for what we do with the US Marshals contract.

Let me know if you need any further information.

Ross



## Ross Castleton, BSW-CPM

Warden - Lincoln County Detention Center  
CSG- Correctional Solutions Group, LLC.



511 Hangar Lane, Carrizozo, New Mexico 88301



Office: 575.648.6510 Ext 103



Cell: 575.937.6610



# *County of Lincoln*

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

## **AGENDA ITEM NO. 16**

### **SUBJECT:**

County Manager

- a. Report / Update
- b. Approval to Allow Manager to Utilize County Laptop and Software Until a New Manager is actively Working - With No Compensation
- c. Designation of New Opioid Settlement Authorized Signatory
- d. Discussion and Direction Regarding Biscuit Hill Dumpster Locations

Tuesday, August 22, 2023



# *County of Lincoln*

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## **AGENDA ITEM NO. 16**

### **1) Opioid Settlement Participation 7/19/2023**

Alan Morel and I have signed on behalf of the County of Lincoln to participate in the Opioid Settlement Agreements (Amneal, Hikma, KVK-Tech & Walgreens).

### **2) GreenTree Meeting 7/20/2023**

Commissioner Proctor and I attended the regular scheduled GreenTree meeting as a member of the Otero landfill. The Otero Landfill update was postponed – again. Commissioner Proctor should have a Landfill update after the 8/17/2023 meeting.

### **3) Criminal Justice Coordinating Council Meeting – 8/16/2023**

Phil Jones is stepping down as the LCJJB Coordinator and as Citation Officer. Amanda Lueva will be taking over the position. With the start of the school year, this program will be critical in helping children stay out of the Juvenile Justice system.

I recommend the BOCC appoint a member of the county to continue attending and participating in the Criminal Justice Coordinating Council Meetings.

### **4) Meeting with Singleton Schreiber Law Firm**

On August 10, 2023, I spoke with Brian Colon (attorney and partner) regarding lawsuits against PNM / McBride Fire. I explained that the BOCC has had previous law firms present to the idea of litigation against the electric provider and chose not to participate.

If the BOCC desires a discussion with the Singleton Schreiber Law Firm, please advise.

### **5) Harassment Prevention Training 7/31/2023**



Many Lincoln County Employees attended the virtual Harassment Prevention training provided by New Mexico Counties. Certificates were provided and HR has recorded the LC attendees in each file.

*This training will provide the participant an understanding of the behavior and conduct which constitutes unlawful harassment on the basis of sex, sexual orientation, gender identity, race, color, religion, national origin, age (40+), and disability. Participants will learn the difference between quid pro quo sexual harassment and hostile work environment, who can be considered harassers, and that illegal harassment is not limited to the workplace. Employees, supervisors, and managers will learn their responsibilities in reporting, investigating, and stopping unlawful harassment. The class will cover the risks of romantic consensual relationships (when love blossoms in the workplace), and the line between the consensual romance and sexual harassment (when the flower withers and dies). Participants will also learn what conduct is considered retaliatory. At the conclusion, participants knowledge will be tested by answering two hypotheticals.*

**6) PRC / Ambulance Update**

The Lincoln County Certificate to Operate was received on 8/10/2023 and is valid until August of 2026.

**7) Applications for Director of Public Works**

Three applications have been received and are being reviewed.

**8) Director's Report**



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## Director's Report

Date: 8/15/2023

Name: Joe P. Kenmore

Department: OES

Vacancies in Department: 0

### Activities:

- Calls for Service: 3 campfire, 6-reported smoke false alarm, 3-cancelled enroute, 4-medical assist, 1-power line down, 2-motor vehicle motor vehicle crash, 2-gas leak, 1-tree fire, 3-wildland fires
- Meeting with the FEMA groups and getting required information for contractors. This is ongoing
- Taught ATV UTV driving class to Ruidoso Fire Dept. Refresher for most. 30 people in two days.
- 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 continue
- This office created 30+ P.O.'s in this last month for all departments.

### Future Projects / Plans:

Lincoln FD has New brush truck delivered



# *Lincoln County Fire & Emergency Services*

## **Fire Administration**



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

OES 8/15/2023

8/3/23 West Mountain fire Forest Service. In the Forest above Stone Ranch at MM 14 on NM246. Lightning start and using it to clean up some of the area.

8/5/23 Sunset fire 133 ac. Hondo, Glencoe, Arabela, Lincoln, BLM, and OES. Arron/OES IC and Brian with UTV. I was lookout on lower houses and barns. 8/6 called back as wind shift grew it about 30+ acres and Arron was Operations with the State Forestry IC. I took the UTV, and we were released that afternoon. Lightning

8/10/23 246 fire 27.7 ac St. Forestry, Forest Service, Capitan, and OES. Arron was IC and Brian was on UTV. I again was lookout. This was a lot of slash and brush. Lightning

8/13/23 Crossroads fire 14.9 ac fire was NW of the Bogle and Transwestern intersection. Corona, White Oaks, and OES. Chief Gage/CFD initial IC and turned it over to Brian/OES. Lightning



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## Director's Report

Date: 8-16-23

Name: Jeff Honeycutt

Department: Road

Vacancies in Department: 4 Operator II's 1 Operator III

### Activities:

- Met with Wilson and Company (Dan Aguirre & Eric Hamilton) to review and discuss solutions for ponding water in parking lot of Fairgrounds, remedy will be paid for between Engineering company and Contractor. (Jeff)
- Installed new Cattle Guard on Chavez Canyon Road. (Fabian,Nick,Mike,Dennis)  
Partnered with NMDOT Capitan Dist to remove Cattle Guard at Cora Dutton and Highway 48, NMDOT request. (Ron,Mike,Dennis)
- Pushed and screened Caliche on Edwards Pit, Transwestern road placed material on 1 mile of road 3,125 cyds 260 loads. (Crew)  
Met with Pattern about RUA and maintenance on Elda road, first 3 miles off Highway 54. (Jeff)
- Redefined roads (Salt Peak Trail, Bonito Lou,Fred Canyon way) installed drainage ditches, capped with millings. (Frankie, Crew)  
Reshaped, bladed Janet,Edwards,Prospect cut in drainage and capped roads with millings. 180 Loads. (Nick, Crew)
- Met with Engineer (Eric) and Renegade on start of construction of phase 1B at Fairgrounds and to repair items on the punch list from phase 1A. Start date before the end of August 2023 or sooner. (Jeff)
- Repaired Devils Canyon from Flooding (Fabian, Nick, Crew) 50 loads of material.  
Met with Stafford Act group and Dept Homeland Security on flood damage from Burn Scar along Gavilan. (Joe Kenmore, Jeff)
- Issued 29 addresses, 29 street and address signs,issued 4 driveway permits and 74 address verifications (3 months) Janett.  
Submitted application for notice of intent to Water Truss Board for potential funding for vehicle bridge at the Fairgrounds (Jeff,Ira,Eric)

### Future Projects / Plans:

SERTPO meeting on September 7, 2023 in Carlsbad. (Jeff)

Met with Renegade and Engineer (Eric) on start date for Lower Eagle Creek and Palo Verde Slopes. August/September start. (Jeff)

Met with Mesa Verde and Engineer (Eric) on start date for Chipseal on Fort Lone Tree. September start. (Jeff)

**From:** Shannan Hemphill <[SHemphill@lincolncountynm.gov](mailto:SHemphill@lincolncountynm.gov)>  
**Sent:** Friday, July 21, 2023 4:08:11 PM  
**To:** Ira Pearson <[IPearson@lincolncountynm.gov](mailto:IPearson@lincolncountynm.gov)>  
**Subject:** Faithe Samora

Hello,

I just wanted to let you know about a nice visit I had with a customer. I was sitting in my vehicle talking on the phone to my husband when a gentleman called me out of the vehicle because he wanted to make sure he gave Faithe a proper commendation before he left. He was from Colorado and had been talking to Faithe over the last month trying to take care of his fathers estate. He came into the office today to get deeds and paperwork together and was extremely happy to have met Faithe in person and been able to have the assistance of a truly knowledgeable person. He stated it was people like her who made the County look good and be truly appreciated by the people. He apologized for calling me out of my vehicle for it, but wanted to make sure that I was aware of what a wonderful and knowledgeable employee I had and that she was truly appreciated. I thanked him for the information and told him how much I appreciated hearing from him. He then left back to Colorado with an appreciation for Lincoln County.

*Shannan Hemphill*

Lincoln County Clerk  
300 Central Ave  
PO Box 338  
Carrizozo, NM 88301  
(575) 648-2394 ext. 131  
800-687-2705  
(575) 740-0792 cell  
(575) 648-2576 fax

## Ira Pearson

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**From:** Shannan Hemphill  
**Sent:** Monday, July 17, 2023 4:36 PM  
**To:** Ira Pearson  
**Subject:** FW: Nicholas Morerod

Would you like for Nick to come over to the Board Meeting when you get to this part? Or is it not necessary?

*Shannan Hemphill*

Lincoln County Clerk  
300 Central Ave  
PO Box 338  
Carrizozo, NM 88301  
(575) 648-2394 ext. 131  
800-687-2705  
(575) 740-0792 cell  
(575) 648-2576 fax

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**From:** Irma Blanco-Calderon <irma@gluthlaw.com>  
**Sent:** Thursday, July 13, 2023 5:55 PM  
**To:** Shannan Hemphill <SHemphill@lincolncountynm.gov>  
**Cc:** Jeanne Trujillo <JTrujillo@lincolncountynm.gov>  
**Subject:** Nicholas Morerod

Good afternoon Ms. Hemphill:

I hope this email finds you and Ms. Trujillo doing well. I wanted to commend you on the excellent training you have given Mr. Nicholas Morerod. On Wednesday of this week. I emailed you and Ms. Trujillo a request for a deed and to my surprise Nicholas quickly and very professionally responded to my request and provided me with the deed we needed to complete our work. He was such a delight to conduct business with and I am happy he is part of your team.

I hope you all have a great weekend and we'll email again soon for more deeds.

Sincerely,

***Irma Blanco-Calderon***

Legal Assistant  
Gluth Law, LLC  
2455 E. Missouri, Ste. C  
Las Cruces, New Mexico 88001  
(575) 556-8449  
(575) 556-8446 (Facsimile)

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*County of Lincoln*

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## **AGENDA ITEM NO. 17**

### **SUBJECT:**

On-Call Engineers, Wilson & Co.

- a. Approval of Construction Contract Award to MP Chavez Enterprises Inc. for the Nogal Fire Station Water Storage System Rebid in the Amount of \$317,412.61
- b. Approval of Resolution No. 2024-13 - A Resolution by The Board of County Commissioners, the Governing Body of Lincoln County, New Mexico, Whereby the Board of County Commissioners Authorizes and Approves the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Water Trust Board

Tuesday, August 22, 2023



July 10, 2023

Brian Samson L-103  
Lincoln County Fire Service  
Lincoln County  
300 Central Avenue  
Carrizozo, NM 88301

**Re: Construction Contract Award Recommendation -R1**  
**Project: Nogal Fire Station Water Storage System Rebid**

Mr. Samson,

A bid open conference was held for the above referenced project on June 27, 2023, at 10:00 am local time. One (1) bid was received as detailed in the below table.

Bidder/ Contractor	Base Bid Plus Additive Alternates Amount Excluding NMGRT	Base Bid Plus Additive Alternates Amount Including NMGRT
MP Chavez Enterprises Inc.	\$301,579.68	\$317,412.61

The low responsive bid was submitted by MP Chavez Enterprises Inc. in the amount of \$301,579.68 excluding NMGRT. Wilson & Company has performed a certified bid evaluation and has identified that the bid package submitted by MP Chavez Enterprises Inc. has met the required criterion of bid responsiveness. MP Chavez Enterprises Inc. is licensed to perform the work and is in good standing with New Mexico Construction Industries Division. Their NM Contracting license number is 376851, holding current work contracting classifications of GB98 and MS03. Furthermore, their Bid Bond Surety Company (RLI Insurance Company) is licensed and authorized to do business in the State of New Mexico.

The bid submitted by MP Chavez Enterprises Inc. had incorrect Lump Sum Prices for the Base Bid, Additive Number 1, and Additive Number 2. The contractor sent revised lump sum prices on June 27<sup>th</sup> at 12:12 PM, requesting acceptance of the revised lump sum pricing. Wilson & Company recommends acceptance of the revised lump sum pricing, which is represented in this award recommendation and included as an attachment to this document.

Wilson & Company recommends that the Nogal Fire Station Water Storage System Rebid Project be awarded to MP Chavez Enterprises, Inc. in the amount of \$301,579.68 excluding NMGRT. The bid amount is within the project budget. A cost and funding analysis is attached for your reference. Please feel free to call me at (505) 348-4005 or (575) 652-2998 with any questions.

Sincerely,



Eric Hamilton, PE, CFM  
Engineering Manager

Attachments:

- 1) MP Chavez Enterprises Inc. Pricing Adjustment Request
- 2) Funding & Cost Analysis
- 3) Contractor's licensing
- 4) Certified Listing of Bonding Company
- 5) Bid Opening Sign-In Sheet

**From:** Mike Chavez <mikechavez6784@yahoo.com>  
**Date:** June 27, 2023 at 12:12:22 PM MDT  
**To:** "Hamilton, Eric" <Eric.Hamilton@wilsonco.com>  
**Subject:** Error in bid submission

You don't often get email from mikechavez6784@yahoo.com. [Learn why this is important](#)

**MP CHAVEZ ENTERPRISES INC.**  
**PO BOX 7621**  
**RUIDOSO NM 88355**

*Error in the Bid submission, The Base Bid Amount at \$301,579.68 includes all 3 amounts for base bid, Alternate #1 & Alternate #2 , Please accept the below itemized pricing*

<i>Revised Base Bid</i>	<i>\$101,579.68</i>	<i>Excluding NMGR</i>
<i>Addition ALT#1.</i>	<i>\$150,000.00</i>	
<i>Addition ALT#2.</i>	<i>\$ 50,000.00</i>	
<i>Project Total</i>	<i>\$ 301,579.68</i>	

MP Chavez

Attachment 2 - Revised

Nogal Fire Station Water Storage Funding & Cost Analysis	
Secured Funding	
2021 Fire Grant	\$ 276,394.00
2022 Fire Grant	\$ 300,000.00
Total Funding	\$ 576,394.00
Project Costs	
Professional Architectural & Engineering Services (Including NMGR)	\$ 66,743.17
Fiberglass underground tank + parts & materials (Complete cost)	\$ 143,170.59
Construction Bid Amount provided by MP Chavez Enterprises, Inc. (Including NMGR)	\$ 317,412.61
Total Costs	\$ 527,326.37
Funding Balance	\$ 49,067.63



# New Mexico E-Services for Contractor Licensing


[Home Page](#)

## Company Details

Company Name	CHAVEZ, M P ENTERPRISES, INC	License Number	376851
Phone Number	5759375675	License Status	Active
Issue Date	12/14/2012	Expiry Date	12/31/2024
Volume	\$1000000.00 +		

### Principal Place of Business Address

P.O. BOX 7621

City RUIDOSO

State NM Zip Code 88355

## QP Details

Name	Certificate No	Classification	Attach Date	Status
<a href="#">MP CHAVEZ</a>	376850	MS03	12/14/2012	Attached
<a href="#">MP CHAVEZ</a>	388605	GB98	05/09/2016	Attached

[Back to search page](#) [Back](#)

## Protective Property & Casualty Insurance Company

(NAIC #35769)

BUSINESS ADDRESS: 14755 North Outer Forty Rd., Suite 400, St. Louis, MO 63017

PHONE: (636) 536-5600

UNDERWRITING LIMITATION b/: \$20,909,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Missouri

## QBE Insurance Corporation

(NAIC #39217)

BUSINESS ADDRESS: One QBE Way, Sun Prairie, WI 53596

PHONE: (800) 362-5448

UNDERWRITING LIMITATION b/: \$79,562,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Pennsylvania

## Regent Insurance Company

(NAIC #24449)

BUSINESS ADDRESS: One QBE Way, Sun Prairie, WI 53596

PHONE: (800) 362-5448

UNDERWRITING LIMITATION b/: \$2,245,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Wisconsin

## RLI Insurance Company

(NAIC #13056)

BUSINESS ADDRESS: 9025 N. Lindbergh Drive, Peoria, IL 61615

PHONE: (309) 692-1000

UNDERWRITING LIMITATION b/: \$140,793,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Illinois

## **Roche Surety and Casualty Company, Inc.**

(NAIC #42706)

BUSINESS ADDRESS: 4107 N HIMES AVE 2ND FLOOR, TAMPA, FL 33607

PHONE: (813) 623-5042

UNDERWRITING LIMITATION b/: \$1,109,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, FL, GA, HI, ID, IN, IA, KS, LA, MD, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, PA, SC, SD, TN, TX, UT, VT, VA, WA

INCORPORATED IN: Florida

## **Rockwood Casualty Insurance Company**

(NAIC #35505)

BUSINESS ADDRESS: 654 Main Street, Rockwood, PA 15557

PHONE: (814) 926-4661

UNDERWRITING LIMITATION b/: \$11,667,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Pennsylvania

## **SAFECO Insurance Company of America**

(NAIC #24740)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116

PHONE: (617) 357-9500

UNDERWRITING LIMITATION b/: \$217,082,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: New Hampshire

## **Safety National Casualty Corporation**

(NAIC #15105)

BUSINESS ADDRESS: 1832 Schuetz Road, St. Louis, MO 63146 - 3540

**Bid Opening ITB No. 22-23-6RB**  
**Sign-In Sheet**  
**June 27, 2023**

**PROJECT:** Nogal Fire Station Water Storage System

**TIME:** 10:00 AM (Local Time)

**RE:** Lincoln County, New Mexico

Representative	Company Name	Office No.	Email Address
MP CHAVEZ	MP CHAVEZ ENTERPRISES INC	575 937 5675	mikechavez26784@ YAHOO.COM
ERIC Hamilton	Wilson & Co.	575-652-2998	eric.hamilton@wilsonco. com.
Ira Pearson	Lincoln County	575 648 2385	ipearson@lincolncountynm. gov
Billie Jo Guevara	Lincoln County	575 648 2385	bguevara@lincolncountynm.gov
Todd J. Proctor	Lincoln County	(505) 401-2922	Tproctor@lincolncountynm.gov



## **RESOLUTION NO. 2024-13**

### **A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF LINCOLN COUNTY, NEW MEXICO, WHEREBY THE BOARD OF COUNTY COMMISSIONERS AUTHORIZES AND APPROVES THE SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY FOR THE WATER TRUST BOARD.**

**WHEREAS**, Lincoln County ("Governmental Unit") is a qualified entity, and the Board of Trustees ("Government Body") has the authority to authorize and borrow funds and/or issue bonds for the financing of public projects for the benefit of the Governmental Unit; and

**WHEREAS**, the Water Trust Board ("Board") has instituted a program for the financing of projects and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Board for public projects; and

**WHEREAS**, the Governing Body recommends that an application be filed with the Water Trust Board for design and construction services for the Magado Creek Concrete Box Culvert Project for the benefit of the Governmental unit and its citizens; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES, THE GOVERNING BODY OF LINCOLN COUNTY, NEW MEXICO**, that the project type falls under Flood Prevention and proposes design and construction services for the Magado Creek Concrete Box Culvert Project. The financial assistance requested is in the amount of \$1,190,000. Lincoln County hereby pledges the required 15% local match in the amount of \$210,000 to support the application.

1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project be and the same is hereby ratified, approved, and confirmed.
2. That the submission of the Application requesting funding from the Water Trust Board be and the same is hereby approved and confirmed.
3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.
4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.
5. This resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED this 22<sup>nd</sup> day of August 2023.**

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

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Todd F. Proctor, Chairman

---

Jon F. Crunk, Vice-Chairman

---

Mark G. Fischer, Member

---

Pierre S. Pfeffer, Member

---

Samantha J. Serna, Member

ATTEST:

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Shannan Hemphill, County Clerk



# *County of Lincoln*

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

## **AGENDA ITEM NO. 18**

### **SUBJECT:**

Discussion, Consideration and Direction Regarding the NACO Request of Voluntary Contributions, Equivalent to 1% of the LATCF Funding Each County Received Over the Two-Year Period, as a One-Time Endowment to Establish the Public Lands Resource Center

Tuesday, August 22, 2023

Good Morning County Managers,

Please see the attached background regarding the establishment of the National Association of Counties (NACo) Public Lands Resource Center. This information was presented to the New Mexico Counties Board of Directors during their June meeting by the NACo Public Lands Legislative Director Jonathan Shuffield and the Montana State Association Executive Director Eric Bryson.

As many of you are aware, NACo was instrumental in working with the bill sponsor and congressional leaders to create the Local Assistance & Tribal Consistency Funding (LATCF) that allocated funding to federal revenue-sharing counties as part of ARPA. This ultimately provided an additional \$124 million to New Mexico counties over a two-year period. In addition, NACo continues to serve as our primary advocate for the reauthorization and full funding of both PILT and SRS. New Mexico counties receive approximately \$50 million annually from these funds, but they are continuously in jeopardy as many congressional leaders do not understand the significance of these funds, particularly for western states.

Because of these ongoing needs and to assist in future advocacy efforts, NACo began the process to establish a Public Lands Resource Center last year and has now reached the point where they are seeking funding for next steps. NACo is requesting voluntary contributions, equivalent to 1% of the LATCF funding each county received over the two-year period, as a one-time endowment to establish the resource center. Once established, the resource center will seek to improve federal advocacy efforts through data collection and research to educate congressional members on how federally held lands impact county revenues and services. The center will be a non-profit within NACo's Research Foundation and will be governed by NACo's leadership from the Western Interstate Region, western caucus, and public lands steering committee. The governing oversight expressly prohibits engagement on partisan issues.

During the August Board of Directors meeting, the Board approved NMC's support of this initiative and directed NMC to reach out to New Mexico's revenue sharing counties to consider this request. Please note that this is considered a voluntary pledge and would need to be paid from a county's general fund, not from the LATCF funding. In a manner similar to other state associations, NMC will provide an invoice equivalent to 1% of the LATCF county allocation, collect the funding, and then send the funding to NACo. We anticipate sending invoices requesting the voluntary pledge later this week to Managers and Commissioners.

Please let me know if you have additional questions.

Best regards,

Joy Esparsen  
Executive Director  
(505) 820-8111 | Cell: (505) 660-9629





National  
Center for  
Public Lands  
Counties

# **National Center for Public Lands Counties**

**Advancing the policy and practice study of America's public lands counties**

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**Powered by the Western Interstate Region  
and the NACo Research Foundation**

## FURTHER THE FEDERAL GOVERNMENT'S UNDERSTANDING OF THE COUNTY ROLE IN RESPONSIBLE LAND, WATER AND RESOURCE MANAGEMENT

- **County governments are leaders in the intergovernmental partnership** with federal lands management agencies
- **We work with officials from all levels of government, private stakeholders and other interested parties** to reduce fuel loads on federal lands, prudently develop our natural resources to meet the nation's economic needs, improve local economies, enhance recreational access to public lands, and conserve our lands and waters for future generations
- With improved understanding of our unique role, **Congress has invested record sums recently to support public lands counties**, including Payments In-Lieu of Taxes (PILT), Secure Rural Schools (SRS), and other revenue sharing programs
- **Congress also granted new authorities to federal lands agencies** to broaden the scope, pace and scale of their on-the-ground resource management work with local governments
- **HOWEVER, we must continue to tell the county story**, research innovation practices, nurture and build new relationships and networks, and address the mounting challenges and opportunities facing public lands counties

# NATIONAL CENTER FOR PUBLIC LANDS COUNTIES

- **Counties must research, evaluate and share lessons learned about the critical county contribution to sustainable resource management and evidenced-based practices** for developing and enhancing collaborative partnerships, including public-private-community collaborations and intergovernmental coordination
- Therefore, the NACo and WIR Boards of Directors both moved at the 2022 NACo Annual Conference in July 2022 to proceed with developing the **National Center for Public Lands Counties**
- **The Center will weave together the narrative around public lands counties and the national interest** in our prosperity by showing how public lands are interconnected with the country's needs. For example, a wildfire on federal land near a major water source could jeopardize water quality in a large urban region
- **The National Center for Public Lands Counties will be an essential resource for public lands counties** by sharing these stories with county officials, intergovernmental partners, the media, think tanks and other key influencers to demonstrate how prosperous public lands counties create a prosperous America

# MISSION AND OBJECTIVES

- **MISSION:** Advance the policy and practice study, research, and learning networks for America's public lands counties
- **IMPERATIVE:** Enhance the long-term policy and practice research, capacity and information exchange of elected and appointed leaders from America's public lands counties, including with federal and state policymakers, key stakeholders and influencers, the media, and the general public
- **OBJECTIVES:**
  - Enhance the understanding of national, state and county policymakers and influencers of the unique policy and practice issues facing America's county officials in areas with federal public lands
  - Develop the policy and practice research, case studies, public forums, and learning networks necessary to advance and inform our nation's policies and practices (including at the federal, state and local levels) impacting public lands counties
  - Foster intergovernmental relationships and dialogue on the intersection of federal, state and local policymaking and practices across the broad range of issues facing public lands counties, such as: landscape health, wildfire risk mitigation, watershed protection, economic competitiveness and job creation, enhanced public access to federal lands and waters, species management, and biodiversity health
- **FUNDRAISING GOAL:** \$15 million over two years to establish a new research fund, known as the National Center for Public Lands Counties, within the NACo Research Foundation and co-governed with NACo's Western Interstate Region (WIR) and Public Lands Steering Committee leadership

## National Center for Public Lands Counties

Powered by NACo's Western Interstate Region and the NACo Research Foundation



# FUNDRAISING GOAL

- For the National Center for Public Lands Counties to meet its mission and serve as a long-term tool for public lands counties, **a voluntary investment** from state associations representing public lands counties is needed
- NACo staff, state associations of counties executives and county officials set a **fundraising goal of \$15 million over the next two years** to build the staff capacity and partnerships to conduct this critical research and keep the Center on a sustainable financial course. These funds should come from county general funds.
- **State association executives are asked to meet with their members and determine by the 2023 NACo Annual Conference** what their state association can pledge as a voluntary contribution to the Center
- These funds will be **managed under a 501(c)(3) within the NACo Research Foundation to support WIR's collaboration** with the National Center for Public Lands Counties. *These funds will not be used for any partisan political purposes*
- **Initially, the Center will need 1-2 hard-working, passionate and talented writers** who can help us tell the county story and conduct and develop key research to meet the National Center's goals. We will then build staffing capacity, unique programming and impactful resources as appropriate

# FUNDRAISING STATUS

**\$2,661,979 pledge or collected so far**

- Arizona: \$849,089 (11/15 counties)
- Montana: \$540,477 (2/3 counties)
- Nevada: \$44,367 (Esmeralda and Humboldt)
- Utah: \$815,331 (all counties pledged)
- Washington: \$204,821 (21 counties)
- Wyoming: \$207,894 (Park and Carbon)

## GOVERNANCE

- **National Center's Governing Board will consist of:**
  - WIR Executive Committee (President, 1st VP, 2nd VP, Immediate Past President)
  - NACo Public Lands Steering Committee Chair
  - NACo Public Lands Steering Committee Subcommittee Chairs
  - NACo West Region Representative
  - NACo Executive Director
  - Executive Director from WIR Immediate Past President's home state
  - NACo Public Lands Legislative Director and WIR Liaison, serving as NACo staff liaison to the governing board
- **Governing Board will meet on a regular basis and** develop an annual workplan based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee. At the WIR Annual Conference each May, the WIR Board of Directors and the NACo Public Lands Steering Committee will review the activities and performance of the Center and consider and adopt the proposed workplan for the next year.



**STRONGER COUNTIES. STRONGER AMERICA.**

National Association of Counties  
660 North Capitol Street, N.W. | Suite 400  
Washington, D.C. 20001  
202.393.6226 • [www.NACo.org](http://www.NACo.org)

[fb.com/NACoDC](https://fb.com/NACoDC)

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[youtube.com/NACoVideo](https://youtube.com/NACoVideo)

[linkedin.com/company/NACoDC](https://linkedin.com/company/NACoDC)



### **National Center for Public Lands Counties**

County governments are a leading voice in the intergovernmental partnership in responsible resource management. Understanding our unique role as co-regulators and conveners, Congress has consistently supported appropriations for critical programs like Payments In-Lieu of Taxes (PILT) and Secure Rural Schools (SRS) and granted new authorities to federal lands agencies to broaden the scope, pace and scale of their on-the-ground resource management work with local governments.

To truly benefit from these unique opportunities and investments, counties must accelerate our evidence-based research, peer information exchanges, and overall understanding of our lessons learned, emerging trends analysis, and priority public policy issues.

The NACo and WIR Boards of Directors therefore established the National Center for Public Lands Counties (The Center) to give public lands counties an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous America. The Center will utilize traditional and new media—such as podcasts and video interviews—to tell these stories and develop detailed, individual research and written county profiles focused on:

- County partnerships with federal agencies, states, tribes and other counties to reduce wildfire risk, responsibly develop energy and minerals, provide stewardship for recreational use of federal lands, improve watersheds, conserve species and their habitat, and protect our national parks and other natural treasures
- County investments of PILT, SRS and other natural resource revenue payments to benefit residents, visitors and surrounding public lands
- The different economic drivers in rural vs. urban public lands counties
- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses
- Resource values of federal lands compared to nearby privately owned lands
- Meeting the unique challenges facing public lands counties, such as housing affordability for residents and federal employees, ensuring a stable tax base to deliver critical services, and managing infrastructure on federal lands

For the Center to meet its mission and serve as a long-term tool for public lands counties, a voluntary investment of \$15 million over the next two years, financed through voluntary contributions from county general funds, is needed to hire the necessary staff to conduct this critical research and keep the Center on a sustainable financial course. Initially, the Center will need 1-2 hard-working, passionate and talented writers who can help tell the county story. The Center will report to the NACo and WIR Board of Directors on its financial health and issue an annual report at the annual WIR Conference.

The Center's governing body will be made up of the following individuals within NACo leadership:

- WIR Executive Committee (President, 1st VP, 2nd VP, Immediate Past President)
- NACo Public Lands Steering Committee Chair

- NACo Public Lands Steering Committee Subcommittee Chairs
- NACo West Region Representative
- NACo Executive Director
- Executive Director from WIR Immediate Past President's home state
- NACo Public Lands Legislative Director and WIR Liaison, serving as NACo staff liaison to the governing board

The Center's governing board will also be empowered to develop an annual workplan based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee. At the WIR Annual Conference each May, the WIR Board of Directors and the NACo Public Lands Steering Committee will review the activities and performance of the Center and consider and adopt the proposed workplan for the next year.

In order to leverage the expertise of NACo's public lands membership, the governing board will also have the ability to appoint research subcommittees made up of county officials, based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee, to coordinate and oversee the research efforts of the National Center. Research work conducted by the National Center will be non-partisan, aligned with NACo policy and priorities and will not directly conflict with the interests of any county.

**NACo staff contact:** Jonathan Shuffield, NACo Legislative Director for Public Lands, at 512.965.7268 or [jshuffield@naco.org](mailto:jshuffield@naco.org)



*County of Lincoln*

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

[www.lincolncountynm.gov](http://www.lincolncountynm.gov)

## AGENDA ITEM NO. 19

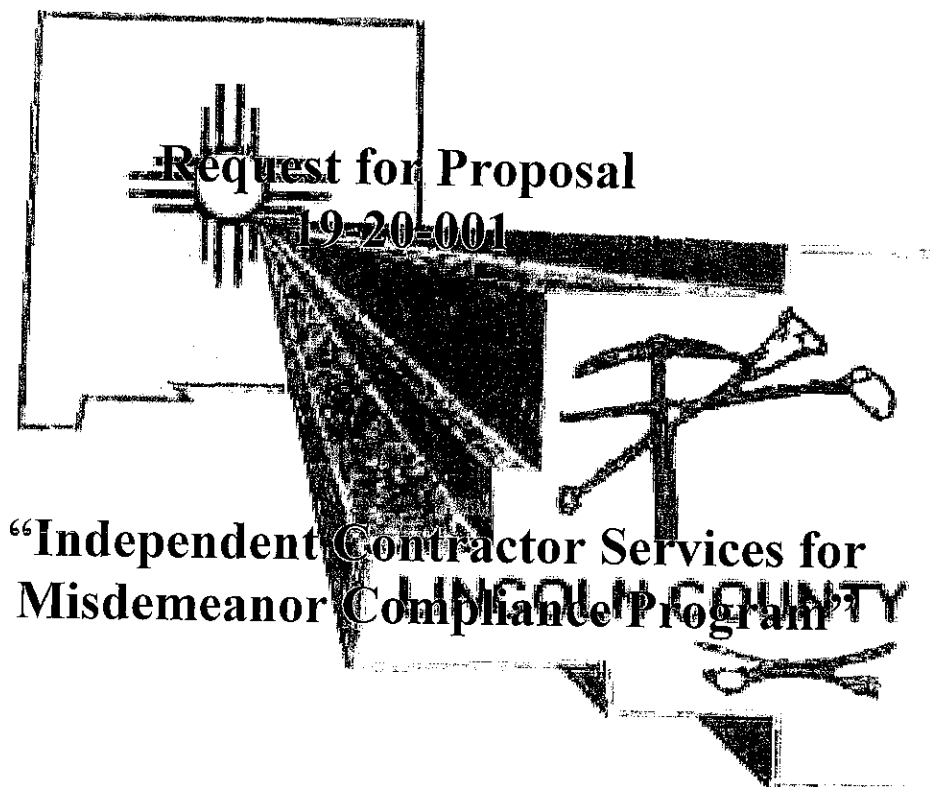
### **SUBJECT:**

Approval to Issue a Request for Proposals (RFP) for Independent Contractor Services for Misdemeanor Compliance Program

Tuesday, August 22, 2023

# **COUNTY OF LINCOLN**

## **Carrizozo, NM 88301**



**Due: October 14, 2019**  
**2:00 p.m. Local Time**



**COUNTY OF LINCOLN  
Carrizozo, NM 88301**

**Request for Proposals**

**19-20-001**

**“Independent Contractor Services for  
Misdemeanor Compliance Program”**

**Due: October 14, 2019  
2:00 p.m. Local Time**

**CONTENTS**

- 1. Cover Sheet**
- 2. Contents**
- 3. Legal Ad**
- 4. Scope of Work (2 pages)**
- 5. Misdemeanor Compliance Guidelines by AOC dated November 4, 2009  
(7 pages)**
- 6. Campaign Contribution Disclosure Form**
- 7. Resident Veterans Preference Certification**

# LEGAL NOTICE

Request for Proposals  
19-20-001

Independent Contractor Services for  
Misdemeanor Compliance Program

DUE: October 14, 2019

NOTICE is hereby given that competitive sealed proposals will be received by the County of Lincoln, for Independent Contractor Services for Misdemeanor Compliance Program . Complete Request for Proposal (RFP) documents may be obtained the office of the County Purchasing Agent, 300 Central Ave., Carrizozo, NM 88301 and by calling Orlando Samora at (575) 648-2385 ext. 105 or go to [lincolncountynm.gov](http://lincolncountynm.gov), find Purchasing under County Offices to download Bids and RFP's.

All proposals submitted must be clearly marked on the outside of the sealed package or envelope with the RFP Title, RFP Number, and Due Date. If the RFP is sent by mail, the sealed package or envelope shall have the notation "Sealed Proposal" along with the RFP Number. Proposals should be sent or hand-delivered to County of Lincoln, PO Box 711 (300 Central Ave.), Carrizozo, NM 88301 by 2:00 PM Local Time, October 14, 2019. Proposals received after that date and time will be returned unopened. Faxed proposal cannot be accepted.

The Lincoln County Board of Commissioners will review the proposals and make their final determination during the regular Commission meeting on October 15, 2019 at the Lincoln County Commission Chambers.

Lincoln County reserves the right to accept or reject any or all proposals and to waive all formalities.

Orlando Samora  
Purchasing Agent

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Published in the *Lincoln County News* on Thursday, October 3, 2019.

# **COUNTY OF LINCOLN**

**Carrizozo, NM**

## **Request for Proposals 19-20-001**

### **"Independent Contractor Services for Misdemeanor Compliance Program"**

#### **SCOPE OF WORK**

##### **I. COURT COMPLIANCE MONITOR**

Lincoln County is now accepting applications for a Lincoln County Magistrate Court Compliance Officer (CCO). The individual or agency selected will establish and operate a Magistrate Court Compliance Program (MCP) for Lincoln County Magistrate Courts in accordance with the guidelines established by the Administrative Office of the Courts (AOC).

##### **II. DUTIES**

- A. Through interaction with Magistrate and District Courts, law enforcement agencies, community service agencies and other community services, MCP shall determine the extent to which referred offenders are in compliance with their sentences for attending and completing court-ordered programs and treatments.
- B. Through telephone calls and office visits, encourage and motivate referred probationers to comply fully with sentences from the courts, including, but not limited to, payment of fines, fees and restitution.
- C. Conduct field visitations at the probationer's place of work or home. CCOs may request to be accompanied by local law enforcement authorities when such visits are made.
- D. Periodic testing of probationers for alcohol and/or drug compliance.
- E. Provide periodic offender compliance and non-compliance reports to the courts, District Attorney's office and Defense Attorneys.
- F. Receive, record and deposit probation fees on a daily basis as coordinated with the County Treasurer's office.
- G. Set up and maintain a community service program for probationers within the County.

##### **III. QUALIFICATIONS, KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

See Attachment 1 "AOC Required Qualifications" dated November 4, 2009. Amended June 14, 2013.

##### **IV. INDEPENDENT CONTRACTOR STATUS**

The MCA will be an independent contractor, not an employee of the County of Lincoln or the court system and, as such, will not be entitled to paid benefits. As an independent contractor, the individual or agency selected will be subject to termination "at will" for any reason or no reason.

At a minimum, your proposal should contain:

## V. INSURANCE REQUIREMENTS

As an independent contractor, the MCA will be required to provide his or her own:

- A. Vehicle insurance
- B. General liability insurance in an amount of at least \$300,000 including assault and battery and civil rights violations coverage.

## VI. COMPENSATION

State Statute permits judges to order probationers to pay from \$15 to \$50 per month (\$0.50 to \$1.00 per day) probation costs. Judges may waive this amount in the event of indigence or for good cause. The only compensation the MCA shall receive shall be from fees collected from probationers.

## VII. PROPOSAL RESPONSE

- A. At a minimum, your proposal response should contain:
  - 1. Chronological work history
  - 2. Educational background
  - 3. Detailed response listing your experience and abilities that meet the position requirements listed in Section III.
  - 4. Personal and professional references.
- B. Mailed or hand-delivered proposal responses must indicate the Proposal Number, Proposal Name and Due Date on the outside envelope. Proposals received after the due date and time and will be returned unopened. Send or hand-deliver the proposal to:

County of Lincoln  
Orlando Samora, Purchasing Agent  
P.O. Box 711  
300 Central Ave  
Carrizozo, NM 88301
- C. Lincoln County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to best serve the interest of Lincoln County.

## VIII. PROPOSAL EVALUATION

A team comprised of a Magistrate Judge, the Purchasing Agent and the Finance Officer will evaluate submissions based on the following point system:

Work History	25 points
Educational Background	25
Experience in Position Requirements	25
Personal and Professional References	<u>25</u>
	100 points

## IX. CONDITIONS PRECEDENT

- A. Award of contract is expressly contingent upon office space being provided by the Lincoln County Magistrate Courts.
- B. CCO is responsible for all other costs associated with office operations.
- C. The Magistrate Judges will provide direct oversight of the CCO.
- D. Lincoln County will act solely as Fiscal Agent for the program.

# MISDEMEANOR COMPLIANCE PROGRAM GUIDELINES

ISSUING AGENCY: Administrative Office of the Courts

STATUTORY AUTHORITY: Section 31-20-5.1 NMSA 1978

DURATION: Permanent

EFFECTIVE DATE: November 4, 2009. Amended June 14, 2013

## 1. PURPOSE

The purpose of these guidelines is to ensure, through standards and limitations of powers, the safe and consistent handling of misdemeanor defendants who may be monitored or supervised by county-operated misdemeanor compliance programs.

Section 31-20-5.1 NMSA 1978 states that *A county may create a "misdemeanor compliance program" to monitor defendants' compliance with the conditions of probation imposed by a district or magistrate court . . . A county's program shall comply with guidelines established by the administrative office of the courts.*

## 2. LIMITATIONS

The program created under Sections 31-20-5.1 NMSA 1978 shall be *limited to participation by persons who have been convicted of a misdemeanor criminal offense specified in the Criminal Code, convicted of driving while under the influence of intoxicating liquor or drugs, or convicted of driving while the person's driver's license is suspended or revoked pursuant to the Motor Vehicle Code.*

## 3. PROGRAMS SHALL BE COUNTY OPERATED

Programs existing or formed pursuant to this statute shall be county run and are subject to these guidelines. Counties may hire compliance officers, or may contract with individuals or with public, private, or not-for-profit organizations to carry out the program.

## 4. PROGRAM NAME

Programs shall be called "\_\_\_\_\_County Misdemeanor Compliance Program" (hereinafter referred to as MCP).

## **5. COMPLIANCE OFFICER TITLE**

Officers hired by counties shall be called "Court Compliance Officers" (hereinafter referred to as CCO) to avoid the appearance of overlap with NM Department of Adult Probation and Parole probation officers.

## **6. CCO POWERS and DUTIES**

### **a. A CCO shall have the power to:**

1. Determine the extent to which referred defendants are in compliance with their sentences for attending and completing court-ordered programs and treatments, through interaction with magistrate and district courts, law enforcement agencies, community service agencies, and other community services.
11. Through telephone calls and office visits, encourage and motivate referred defendants to comply fully with sentences from the courts, including but not limited to payment of fines, fees, and restitution.
111. Provide periodic defendant compliance and non-compliance reports to the courts, district attorney's office, and defense attorneys.
- 1v. Receive and receipt compliance program costs and monthly fees from defendant.
- v. Set up and maintain a community service program within the county.
- vi. Track defendants sentenced to the probation program.

### **b. The CCO may have the following powers and duties, but only if such powers and duties are specifically given the CCO in the order, signed by both the judge and defendant, setting conditions of probation:**

1. Make random visits to bars and clubs. If the CCO observes a person under supervision violating probation, the CCO shall not confront the person but shall document the violation and submit appropriate notice to the court.
11. Require periodic and/or random testing of the defendants for alcohol and/or drug compliance.

- m. Monitor the defendant's compliance with an electronic monitoring and/or alcohol monitoring program.
- lv. Monitor the defendant's use of an ignition interlock device.
- v. Conduct home visits if:
  - (1) the CCO has satisfactorily completed a curriculum including field-work safety training that has been pre-approved by the New Mexico Administrative Office of the Courts, or
  - (2) the Corrections Department affirms in writing that the CCO was formerly a certified probation and parole officer and left the employment of the Corrections Department in good standing, or
  - (3) the CCO was formerly a law enforcement officer and the agency for whom the CCO worked affirms in writing that the CCO left its employment as an officer in good standing, and
  - (4) the county has adopted a safety policy governing home visits including the above requirements and stipulating the conditions upon which home visits may be executed.

It is strongly recommended that CCOs go in pairs or with a law enforcement officer to make home visits.

## **7. CCO LIMITATIONS**

- a. CCOs shall not have arrest powers and must observe and respect all due process rights of all defendants. Any arrest shall be made only by a law enforcement officer and only upon the issuance of a warrant as set forth in Rules 6-802 or 8-802 NMRA.
- b. CCOs shall not carry firearms.
- c. It is strongly recommended that CCOs shall wear body armor while in the field. If a CCO chooses not to do so, the CCO should provide the county with a written waiver. The form for such a waiver may be requested from the AOC Magistrate Court Division.

- d. CCO's shall not have access to offender medical or treatment specifics unless so authorized by appropriate waiver. Proof of attendance at court-ordered sessions and meetings may be required and shall not be restricted by this section.

## **8. CCO MINIMUM QUALIFICATIONS**

Associate degree and two years of experience in the judiciary, in a criminal justice position, in counseling, or another human services discipline. Relevant education may substitute for experience and relevant experience may substitute for education at a rate of 30 semester hours equating to one year full-time work experience.

Knowledge of approved principles and practices of law enforcement and applicable laws and ordinances.

Knowledge of investigative techniques and practices.

Must be able to pass a rigid background investigation including work history, character, honesty, integrity, criminal record, driving record, etc.

Ability to work independently; to analyze and evaluate investigative materials; to communicate and interview effectively both orally and in writing; to prioritize workload; to work in a stressful environment; operate a computer; be persuasive, assertive and empathetic to people from various populations; and maintain confidentiality. Ability to communicate in a second language is desirable but not required.

Ability to establish and maintain effective working relationships with fellow employees and other agencies.

Counties shall ensure that CCOs meet the minimum qualifications, knowledge, skills, and abilities listed above. Any county choosing to hire someone who does not meet minimum qualifications should justify the hiring decision in writing in the CCO's personnel or contractual file.

## **9. FUNDING SOURCES**

Section 31-20-5.1 NMSA 1978 authorizes judges to order a defendant to pay from \$15 to \$50 per month in fees to be used to operate a MCP. This fee shall be stated in the court order and shall be paid by the defendant directly to the county where the supervising MCP is located. All payments shall be in a form approved by the county treasurer's office.

The county shall be responsible for audit of the account.



## **10. FILES**

A clerk of the court will supervise any files maintained by the court. A separate file on the individual defendants should be maintained by the CCO and any relevant documents (e.g., orders of probation, completion of probation, reports to court) shall be given to a court clerk for inclusion in the defendant's court file.

The CCO shall have access to the court files of those defendants assigned to the program in order to follow up on the defendant's personal information and other related court documents. The officer shall be allowed to copy relevant documents but may not remove any documents from the file.

Subject to the approval of the presiding judge and chief clerk and when resources allow, CCOs may be provided with a computer and may be given limited (data entry only) access to the court's case management system in order to assist courts in the entry of post-judgment data.

CCOs shall not handle any receipts or other financial-related matters of the court. This does not restrict the CCO from facilitating restitution or collecting program costs and fees.

## **11. SUPERVISION AND REPORTING**

All CCOs shall be employees or contractors of the County.

The CCO shall report to the presiding judge, through appropriate chain-of-command, on all court-related issues.

An employee CCO shall report to the county manager, who shall serve as or designate a direct supervisor for the CCO.

The MCP shall operate subject to guidelines established by the AOC Magistrate Court Division. Additional specific probation conditions and guidelines may be developed collaboratively by local county officials, the presiding magistrate judge, and district court judge.

## **12. RADIOS**

Counties may provide CCOs with police dispatch radios so that the CCO can contact the local law enforcement agency as necessary.

## **13. TRANSFERS OF DEFENDANTS TO OTHER JURISDICTIONS**

Where defendant resides outside the county where sentenced by the court, the judge may order that:

- a. The defendant shall be supervised by the sentencing county MCP. In this case, with the written approval of the supervising MCP, the defendant could participate in programs such as DWI school, community service, etc., outside the originating jurisdiction but would be required to report back to the MCP in the county in which the defendant was sentenced, or
- b. The defendant will be referred to the NM Adult Probation and Parole Division, or
- c. With the written consent of the MCP where the defendant resides, the defendant will be transferred to that MCP. In this instance, the monthly compliance program costs and fees would be payable to the county in which the defendant resides. This MCP would be required to report back to the MCP in the county in which the defendant was sentenced.

DWI defendants shall be screened and tracked in the county where sentenced. With the written approval of the MCP, the defendant may participate in programs such as DWI school, community service, etc. in defendant's county of residence.

#### **14. CONFIDENTIALITY**

Defendant files maintained by the MCP, and information contained within those files, shall remain confidential. Only those reports submitted to the court as a matter of court record will become public in accordance with the New Mexico Public Information Act.

#### **15. CONTINUING EDUCATION**

It is strongly recommended that all CCOs shall, during each twelve month period of employment or service, complete a minimum of sixteen hours of in-service training. It is further recommended that every six months, every CCO shall complete four hours of in-service training in defensive tactics, for a total of eight hours every year. The remaining eight hours recommended during the year may be elective in nature. Recommended CEU topics include:

- Legal and policy updates
- Motivational interviewing techniques
- Substance abuse issues
- Domestic violence awareness
- Basic first aid/CPR
- Universal precautions/blood borne pathogens

## APPENDIX

These Misdemeanor Compliance Program guidelines have been established pursuant to Section 31-20-5.1 NMSA 1978.

31-20-5.1. Misdemeanor compliance programs; counties may establish; fees.

A. A county may create a "misdemeanor compliance program" to monitor defendants' compliance with the conditions of probation imposed by a district or magistrate court. The program shall be limited to participation by persons who have been convicted of a misdemeanor criminal offense specified in the Criminal Code, convicted of driving while under the influence of intoxicating liquor or drugs or convicted of driving while the person's driver's license is suspended or revoked pursuant to the Motor Vehicle Code. A county's program shall comply with guidelines established by the administrative office of the courts.

B. As a condition of probation, the district or magistrate court may require the defendant to pay a fee of not less than fifteen dollars (\$15.00) no more than fifty dollars (\$50.00) per month to the county for a public probation program for the term of the defendant's probation. Money collected by the county for a pursuant to this subsection shall be used only to operate the misdemeanor compliance program.

History: Laws 2000, ch. 49, § 1. ch. 104, & 1.



*County of Lincoln*

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

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## **AGENDA ITEM NO. 20**

### **SUBJECT:**

Avalon Forest Subdivision Development Agreement Update – Don Murphy

Tuesday, August 22, 2023



*County of Lincoln*

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## **AGENDA ITEM NO. 21**

### **SUBJECT:**

Discuss and Develop Strategies That Promote Effective Communication Between Elected Officials and Established Employee Complaint Procedures, Fostering a Transparent and Accountable Work Environment

Tuesday, August 22, 2023



*County of Lincoln*

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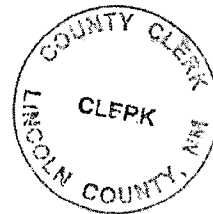
## **AGENDA ITEM NO. 22**

### **SUBJECT:**

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

- a. Noisy Water Winery Local Economic Development Act (LEDA) Project Ordinance

Tuesday, August 22, 2023



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**COUNTY OF LINCOLN, NEW MEXICO  
ORDINANCE NO. 2020-02**

**NOISY WATER WINERY  
LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT ORDINANCE**

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

**SECTION 1. SHORT TITLE.**

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

**SECTION 2. AUTHORITY.**

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

**SECTION 3. DEFINITIONS.**

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

**SECTION 4. FINDINGS.**

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

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

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

- ii. NWW agrees to maintain twenty-five (25) positions and a minimum of one hundred eighty-seven thousand five hundred dollars (\$187,500.00) in quarterly payroll;
- iii. NWW is an expanding business; and
- iv. The economic assistance to be provided under this Ordinance and the Local Economic Development Project Participation Agreement is permissible under LEDA, in that it represents direct or indirect assistance for infrastructure and building for the Project.

#### **SECTION 5. APPROVAL OF PROJECT AND PROJECT PARTICIPATION LOAN AGREEMENT**

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

#### **SECTION 6. ECONOMIC ASSISTANCE TO BE PROVIDED**

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

A. Ninety thousand dollars (\$90,000.00), via a grant from EDD to County for the purposes of a loan to NWW for a period not to exceed two (2) years to be used for NWW's property leases and mortgage payments. Said loan shall be without interest, provided that NWW maintains twenty-five (25) positions and a minimum of one hundred eighty-seven thousand, five hundred dollars (\$187,500.00) in quarterly payroll throughout the duration of the loan repayment.

#### **SECTION 7. CONTINGENCIES**

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

A. EDD's approval of NWW's loan application for ninety thousand dollars (\$90,000.00) for the Project; and

B. EDD and the County entering into an Intergovernmental Agreement, pursuant to which EDD grants ninety thousand dollars (\$90,000.00) to the County for the Project.



## SECTION 8. DELEGATION OF AUTHORITY TO COUNTY MANAGER

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

A. execute on behalf of County the Intergovernmental Agreement between County and EDD pursuant to which EDD grants ninety thousand dollars (\$90,000.00) to County for the Project; and

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

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

## SECTION 9. PROJECT REVENUE FUND.

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

## SECTION 10. SEVERABILITY

It is hereby declared to be the intention of the County that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance shall be deemed severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance is declared unconstitutional or otherwise invalid by the valid judgment of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences paragraphs or sections hereof.

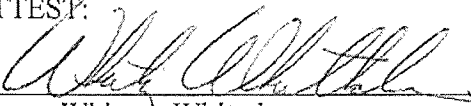
## SECTION 11. EFFECTIVE DATE

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

**PASSED, APPROVED AND ADOPTED** this the 28<sup>th</sup> day of May, 2020.

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

By: Approved Telephonically  
Dallas Draper, Chair

ATTEST:  
  
By: Whitney Whittaker  
Lincoln County Clerk



LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION LOAN AGREEMENT

THIS LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION LOAN AGREEMENT (the "Agreement") is entered into as of the 28<sup>th</sup> day of May, 2020, by and between the COUNTY OF LINCOLN (the "County"), a political subdivision of the State of New Mexico (the "State"), and NOISY WATER WINERY (the "Company").

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

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

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

NOW THEREFORE, the parties agree as follows:

1. Goals and Objectives. The objective is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.
2. The Company Contribution. The Company agrees for its contribution to this economic development project to maintain 25 positions and a minimum of \$187,500 in quarterly payroll.

If payroll falls below 90% of the above payroll in any quarter, the loan interest will escalate to 3% interest from the date of execution. If payroll falls below 80% of the above payroll in any quarter, interest on the loan will be 6% from the date of execution. If payroll falls below 70% of the above payroll in any quarter, the loan will become immediately due and payable.

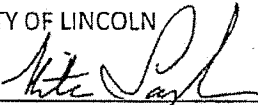
3. The State Contribution; Procedure for Disbursement of the State Contribution. The State of New Mexico Economic Development Department has agreed to loan to the Company the sum of ninety thousand dollars (\$90,000) for a period not to exceed two years from the date hereof to be used for the Company's property leases and mortgages payments. Said loan shall be without interest, provided the terms of Section 2 are met, and will be repaid in whole at the end of this two (2) year agreement.
  - A. Disbursements in the amount of \$11,250 will occur starting with the execution of all documentation and will continue quarterly until all funds are distributed. All disbursements beginning with disbursement number 2 (two) (the second disbursement to the Company) will require proof that the mortgage and/or lease are current.



4. Security. As security for the faithful performance and payment of all of Company's obligations under this Agreement, the Company shall furnish to the County, and maintain during the entire term of this Agreement, a lien against their winery equipment. Security will be held in place until loan is repaid in full.
5. Fees. Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment of this Agreement.
6. Quarterly Requirements. The Company is required to submit online to the New Mexico Economic Development Department copies of its unemployment insurance reports on a quarterly basis.
7. Effective Date. This Agreement will be effective as of execution and shall terminate now later than two years from that date.
8. Liability. No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any Immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.
9. Notice. All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by recognized overnight delivery service, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown in the signature block of this Agreement. If notice is mailed it will be deemed received on the earlier or actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. A party may change its notice address by written notice to the other party to this Agreement.
10. Amendments. This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto.
11. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico.

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

COUNTY OF LINCOLN

  
\_\_\_\_\_  
Nita Taylor, County Manager

5/28/2020  
Date

Address for Notice:

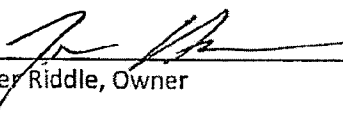
County of Lincoln  
Attn: Nita Taylor  
P.O. Box 711  
Carrizozo, NM 88301

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Approved as to form: 

Alan Morel, County Attorney

NOISY WATER WINERY

  
Jasper Riddle, Owner

5/28/20  
Date

Address for Notice:

Noisy Water Winery

Attn: Jasper Riddle

2342 Sudderth Dr.

Ruidoso, New Mexico 88345

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*County of Lincoln*

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## **AGENDA ITEM NO. 23**

### **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, August 22, 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

August 22, 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 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 2<sup>nd</sup> 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 14<sup>th</sup> 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 12<sup>th</sup> 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 4<sup>th</sup> 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 18<sup>th</sup> day of August, 2022 by Attorney William Griffin. Lincoln County was served on the 26<sup>th</sup> day of August, 2022, and filed its Answer to the Complaint on the 26<sup>th</sup> 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 27<sup>th</sup> day of September, 2022. Lincoln County was served on the 22<sup>nd</sup> day of November, 2022. Lincoln County Defendants filed their Motion to Dismiss in Lieu of an Answer to the Complaint on the 6<sup>th</sup> 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. On August 10, 2023, a Stipulated Order Granting Joint Motion for Dismissal with Prejudice was entered by Judge Bryant concluding this matter.

16. **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.

17. **\*Kurtis Grassie v. Michael Wood, Cause No. D-1226-CV-2023-00122** - Loss of employment with the Lincoln County Sheriff's Office commencing on June 23, 2022. This case is still pending.

18. **\*Rex E. Beard v. Michael Wood in his official capacity of the Sheriff of the Lincoln County Sheriff's office, Cause No. D-1226-CV-2023-00169** A Verified Petition for Writ of Mandamus was filed on July 10, 203 by Attorney Freda Howard McSwane alleging that LCSO Deputies have not been legally sworn in. The case is still pending.

19. **\*Brandon A. Gonzales and Kevin D. Trapp, on behalf of themselves and other similarly situated v. Lincoln County Board of County Commissioners, and Lincoln County Sheriff's Office, Michael Wood, John Doe #1, John Doe #2, Cause No. D-1226-CV-2023-00192** A Complaint alleging improper oaths of office given to the Sheriff, Sheriff's Deputies, for false arrest, false imprisonment, and denial of due process as guaranteed by the NM Constitution was filed on July 28, 2023 by Attorneys Lauren Temple and Luke Ragsdale. The case is still pending.

20. **\*KC Dorgan and Sara Cummins v. Deputy Levi Wrye, Yancy Darby, Matthew Cude and Lincoln County Sheriff's Department, Cause No. @-1226-CV-2023-00147** A Third-Party Complaint was filed by Third-Party Plaintiffs, KC Dorgan and Sara Cummins, on July 25, 203 by Attorneys Freda Howard McSwane, and Edward Dev Bunn, Jr. alleging negligent infliction of emotional distress, violation of due process rights, and loss of financial resources. The case is still pending.

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

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

### **Tort Claims Notices Received or Threatened**

#### **2023**

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

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

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



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

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

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

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

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

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

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

## **2022**

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

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

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

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

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

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

## **2021**

**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.



*County of Lincoln*

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## AGENDA ITEM NO. 24

### **SUBJECT:**

Authorization to Utilize Electronic/Stamp Signature for the FY 23/24 Fiscal Year for Agenda Items Only

Tuesday, August 22, 2023