

**COUNTY OF LINCOLN**  
**New Mexico**  
**Regular Meeting**  
**Board of County Commissioners**

**Dallas Draper**, Member  
**Elaine Allen**, Member  
**Lynn Willard**, Member  
**Rhonda Burrows**, Clerk  
**Robert Shepperd**, Sheriff

**Preston Stone**, Member  
**Thomas F. Stewart**, Member  
**Paul Baca**, Assessor  
**Beverly Calaway**, Treasurer  
**Stirling Spencer**, Probate Judge

**Nita Taylor**, County Manager

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**AGENDA**

**Commission Chambers, Tuesday, January 13, 2015 @8:30 A.M.**

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. Selection of Chairman and Vice Chairman
6. Approval of Agenda
7. Approval of Minutes-
  - a) December 16, 2014 Regular Commission Meeting
  - b) December 31, 2014 Special Commission Meeting
8. Approval of Consent Agenda
  - a. Payroll/Accounts Payable/Budget/ Expenditures
  - b. Treasurer's Financial Report for the Month ending December 31, 2014
  - c. Children, Youth and Families Department Agreement, Amendment Number 1
  - d. Intergovernmental Services Agreement -- Curry County
9. Smokey Bear District Ranger Update
10. Discussion/reconsideration of the Proposed Land Development Ordinance
11. **9:30 A.M.:** PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only -- no action will be taken)

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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.**

12. **Tabled**-Request to lease portion of former Lincoln County Abstract & Title Co. building for one year.
13. Consideration of Approval or Disapproval of Indigent Health Care Claims
14. Approval of Lease Agreement with ZOZO Properties for the District Attorney's Office Space
15. Approval of Agreement for eDispatch Services
16. Manager's Report
17. Water issues/Forest/Wildlife Health Programs/Land and Natural Resources Advisory Committee (LANRAC)
18. Status and danger of the operation of El Capitan PMI mining company. - Lee Arnone
19. Community Development Block Grant (CDBG) Annual Requirements
  - a. Resolution 2014-31 Purchasing Policy
  - b. Resolution 2014-32 CDBG Policies & Certifications
20. Consideration/action on Lincoln County State Audit Report
21. **1:00 P.M.:** Public Hearing to consider the following Ordinances:
  - a. Consideration of the adoption of an ordinance providing a low income tax rebate pursuant to NMSA 7-2-14.3G on a County by County option basis.
22. Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinance
23. Consideration of Appointments and Removals from Boards/Commissioners/Committees:
  - a. **Tabled**-Senior Citizens Olympic Committee
  - b. Coalition of Counties
  - c. Cooperative Weed Management
  - d. Chaves County Community Action Program
  - e. Joint Municipal-County Zoning Authority – City of Ruidoso Downs
  - f. Interstate Stream Commission
  - g. Land and Natural Resources Advisory Committee
  - h. Lincoln Historic Preservation Board
  - i. New Mexico County Insurance Authority – Worker's Compensation
  - j. New Mexico County Insurance Authority – Multi-line Pool
  - k. Planning Commission – Member-at Large
  - l. Road Review Advisory Committee
  - m. Southeastern New Mexico Economic Development District (SNMEDD)

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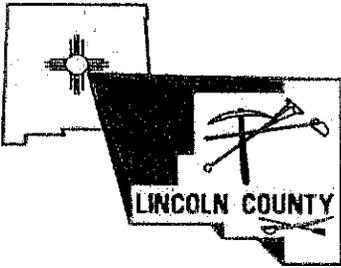
PLEASE NOTE: ALL SUBJECTS LISTED ON THIS AGENDA ARE TO BE CONSIDERED ACTION ITEMS BY THE BOARD OF COUNTY COMMISSIONERS UNLESS OTHERWISE INDICATED.

- n. Solid Waste Authority
- o. Eastern Area Workforce Development

- 24. Consideration / action on Resolution 2014-33: Midyear Budget Adjustments
- 25. Consideration/action to Transfer Obsolete Communications Tower to the Town of Carrizozo
- 26. Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation Section 10-15-1, Sub-Paragraph H.(7); and Discussion of the purchase, acquisition or disposal of real property or water rights by the public body, Section 10-15-1, Sub-Paragraph H.(8).
- 27. Potential Action regarding Case No. D-1226-CV-2014-00095
- 28. Signing of Official Documents
- 29. Next meetings:
  - a. February 17, 2015 Regular Commission Meeting
- 30. Adjourn

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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.**



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# County of Lincoln

P.O Box 711 • 300 Central Ave. • Carrizozo, New Mexico 88301-0711 • (575) 648-2385

Agenda No. 5

January 9, 2015

## MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Selection of Chair and Vice-Chairman

**Purpose:** To select a Board of Commissioners Chair & Vice-Chairman.

### **Discussion:**

In accordance with the attached County Ordinance 1993-1, the Board of County Commissioners shall, "at the first meeting of each year" choose a Chairman and Vice-Chairman.

**Recommendation:** Deliberate and select a Chairman & Vice Chairman.

**Agenda Item No. 7**

**SUBJECT**

Approval of Minutes:

- a) December 16, 2014 Regular Commission Meeting
- b) December 31, 2014 Special Commission Meeting

1 **COUNTY OF LINCOLN**

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2 **New Mexico**  
3 **Regular Meeting**  
4 **Board of County Commissioners**

5  
6 **Jackie Powell, Chair**  
7 **Preston Stone, Vice Chair**

**Kathryn Minter, Member**  
**Mark Doth, Member**  
**Dallas Draper, Member**

8  
9 **Minutes**  
10 **Tuesday, December 16, 2014**

11  
12 Minutes of the Regular Meeting of the Lincoln County Commission held at 8:30 AM on  
13 December 16, 2014 in the County Commission Chambers, Lincoln County Courthouse, in  
14 Carrizozo, New Mexico.

15  
16 **1. Call to Order**

17  
18 Chair Powell called the Regular Meeting of the Board of County Commissioners to order at  
19 8:34:30 AM.

20  
21 **2. Roll Call**

22  
23 **Roll Call.**

24 **Present:** Chair Powell, Commissioner Stone, Commissioner Doth, Commissioner Draper.

25 **Absent/Excused:** Commissioner Minter.

26  
27 Others present included Nita Taylor, County Manager; Alan Morel, County Attorney; and  
28 Rhonda Burrows, County Clerk.

29  
30 **3. Invocation**

31  
32 The invocation was presented by Commissioner Stone.

33  
34 **4. Pledge of Allegiance**

- 35  
36 a. Pledge – US Flag  
37 b. Salute – NM Flag  
38

39 **5. Approval of Agenda**

40  
41 **Motion:** Acceptance of the Agenda and authorized the Chair to move items as necessary,

42 **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Draper.

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

44 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

45 **Absent:** Commissioner Minter.

46  
47 **6. Approval of Minutes**

48  
49 a. November 19, 2014 Regular Commission Meeting  
50

51 **Motion:** Approve the minutes of the November 19, 2014, Regular Commission Meeting,  
52 **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Stone.

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

54 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

55 **Absent:** Commissioner Minter.

56  
57 **7. Approval of Consent Agenda**  
58

59 a. Payroll/Accounts Payable/Budget/Expenditures

60 b. Treasurer's Financial Report for the Month ending September 30, 2014  
61

62 **Motion:** Approval of Consent items as presented, **Action:** Approve, **Moved by** Commissioner  
63 Draper, **Seconded by** Commissioner Doth.

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

65 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

66 **Absent:** Commissioner Minter.  
67

68 **SEE EXHIBIT A:** Copies of Consent Items are attached hereto in reference thereto made a part  
69 hereof.  
70

71 **8. Treasurer's Report- Final Report by Current Treasurer**  
72

73 Chair Powell recessed the Regular Meeting and convened the Board of Finance Meeting at  
74 8:30:17 AM.  
75

76 Ms. Taylor informed NMSA 4-43-4 required "When a county collector goes out of office he shall  
77 make a full and complete settlement with the board of county commissioners, and deliver up in  
78 the presence of the county clerk all books, papers, money and all other property appertaining to  
79 the office, to his successor..... and also see that the books...are correctly balanced before  
80 passing into the possession of the collector-elect".  
81

82 Glenna Robbins, Treasurer presented the November Treasurer's Report for review. Ms.  
83 Robbins noted cash balances declined by \$1.3 million due to recent construction activity but  
84 anticipated an increase before the end of the fiscal year. Ms. Robbins stated the Treasurer's  
85 office had collected approximately 28% of the outstanding property tax revenues similar to past  
86 years at this time.  
87

88 Ms. Robbins informed she would retire at the end of her term after 25 years with Lincoln County.  
89 Ms. Robbins expressed gratitude for the assistance of the Board of Commissioners and the  
90 County Manager during her two terms as County Treasurer. Ms. Robbins also thanked her  
91 Chief Deputy Beverly Calaway and her staff.  
92

93 Ms. Robbins stated as per NMSA 4-43-4 she would provide a full report of accounts and  
94 account balances current as of December 31, 2014 to be transferred to Ms. Calaway. Ms.  
95 Robbins stated Ms. Calaway would present the compiled report at the January 2015  
96 Commission Meeting and forward a copy to the Department of Finance and Administration  
97 (DFA) as per State Statute.

98  
99 Chair Powell presented a plaque in recognition of Ms. Robbins dedication and 25 years of  
100 service to the citizens of Lincoln County.

101  
102 Beverly Calaway, Chief Deputy Treasurer presented a plaque to Ms. Robbins on behalf of the  
103 New Mexico Association of Counties Treasurer's Affiliate for her outstanding contribution to the  
104 Affiliate.

105  
106 Chair Powell adjourned the Board of Finance Meeting and reconvened the Regular Meeting at  
107 8:43:32 AM.

108  
109 **9. Smokey Bear District Ranger Update**

110  
111 David Warnack, Ranger thanked the County Commission, County Manager, and all Lincoln  
112 County employees for being "good neighbors". Ranger Warnack thanked Carl Palmer, Road  
113 Superintendent and Paul Baca, Assessor for their cooperation and assistance on various  
114 projects.

115  
116 Ranger Warnack expressed appreciation for outgoing Commissioner Minter's service to the  
117 Bonito Fire Department. Ranger Warnack commented on outgoing Commissioner Doth's  
118 positive influence in the community as well as his strong leadership. Ranger Warnack  
119 expressed great respect for outgoing Chair Powell's leadership and work for Lincoln County.  
120 Ranger Warnack stated a desire to continue the positive working relationship between the  
121 Smokey Bear Ranger District and Lincoln County.

122  
123 Chair Powell and the other Commissioners expressed appreciation for Ranger Warnack's  
124 leadership and commented on the cooperative efforts of the two entities during the Little Bear  
125 Fire.

126  
127 **14. Proclamation – Volunteer Fire Fighters of Lincoln County**

128  
129 Ms. Taylor informed Lincoln County had ten separate formally established fire departments  
130 consisting of nearly 200 volunteers who provide fire protection and emergency services across  
131 the County. Ms. Taylor stated Lincoln County fire fighters responded to 120 calls for service  
132 last year, and also participated in hundreds of hours of training.

133  
134 Ms. Taylor presented the proclamation to acknowledge the contributions of time, energy and  
135 expertise given by these volunteers who embody the spirit of their communities.

136  
137 Lynn Lovelace, District Forester for New Mexico State Forestry praised the volunteer fire  
138 fighters and acknowledged the services they provide. Ms. Lovelace specifically thanked the  
139 firefighters for their work in cooperation with the State Forestry.

140  
141 Chair Powell commended the volunteer firefighters for their service and acknowledged the  
142 leadership and support of Lincoln County's Office of Emergency Services.

143  
144 **Motion:** Approve the Proclamation for Volunteer Firefighters of Lincoln County, **Action:**  
145 Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Draper.

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

147 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

148 **Absent:** Commissioner Minter.

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**10. GSWA Update**

Ms. Taylor provided copies of the Agenda and Draft Minutes from the GSWA October 16, 2014 meeting. Ms. Taylor also provided copies of the Notification Letter sent to GSWA On October 21, 2014 terminating the Joint Powers Agreement for Billing for Solid Waste Collection; the public notice published in the Ruidoso News informing the public of the billing change; a formal request to GSWA Chairman Ray Dean for a billing transition meeting; and copy of a follow up request for a billing transition meeting.

Ms. Taylor also reported GSWA held a special meeting on November 25, 2014 to discuss and take possible action on hiring legal representation subsequent to the District Court disqualification of Attorney J. Robert Beauvais on November 20, 2014 in case D-1226-CV2014-00095. Ms. Taylor reported GSWA voted to hire Robert M. Doughty II, Esq.

**12. Water issues/Forest/Wildlife Health Programs**

**Water Rights Notices:** Ms. Taylor reported the two applications noticed in the Lincoln County News and previously discussed at the November 19, 2014 Regular Meeting were posted to the State Engineer's website. Ms. Taylor reminded both applications requested transfers from a site below Ruidoso Downs to the Village of Ruidoso and both carried requests for Emergency Authorization under NMSA 72-5-25. Ms. Taylor stated Chair Powell filed a protest on behalf of Lincoln County. Ms. Taylor stated despite repeated requests for assistance the State Engineer, Scott Verhines, took no action to address County concerns. Ms. Taylor reported Governor Martinez appointed Mr. Tom Blaine as of December 1, 2014 to replace Mr. Verhines. Ms. Taylor stated she and Chair Powell met with Governor Martinez staff member James Ross to relay Lincoln County's concerns about the approval of water rights by Emergency Authorization and without due process. Mr. Ross recommended the County provide all concerns in writing and agreed to forward the concerns to the new State Engineer.

**Update on Water Transfer Litigation:** Ms. Taylor reminded of the prior approval to hire Kelly Cassels of Sanders, Bruin, Coll and Worley, PA to represent Lincoln County in protests of the Village of Ruidoso's Applications SD-1300-1 and H-50-1 for temporary transfers. Ms. Taylor provided a timeline of actions taken by the County and other Protestants in opposition to the process used to file protests. Ms. Taylor stated no hearing dates were currently set.

**Hazard Mitigation Grant Program:** Ms. Taylor reported the first education and outreach meeting for landowners was held on September 23, 2014 and stated five additional meeting dates were set monthly through April 14, 2015 in compliance with FEMA Grant 4079-DR-NM. Ms. Taylor stated the initial presentation was modified to include participation from other agencies including the US Forest Service, NM State Forestry, South Central Mountain RC and D, and others. Ms. Taylor noted the SIMs table served as an important tool to demonstrate the importance of thinning for forest health.

**South Central Mountain RC and D:** Ms. Taylor stated Lincoln County received additional grant funding for forest health work through a New Mexico Association of Counties grant administered by the Rural Forester, Rick Merrick. Commissioner Doth reported Otero County budgeted \$37,000 in financial support for South Central RC and D to continue pursuit of thinning projects.

199 **13. Consideration / Potential Action on Space Allocation for 12<sup>th</sup> Judicial District**  
200 **Attorney**

201  
202 Ms. Taylor reminded of prior discussion of requests from several entities, including the District  
203 Attorney's office, currently housed in the Courthouse Annex for additional space or relocation.  
204 Ms. Taylor stated on November 25, 2014 Diana Martwick the 12<sup>th</sup> Judicial District Attorney  
205 provided notice of intent to sue Lincoln County for adequate office space as required by NMSA  
206 36-1-8.1.

207  
208 Ms. Taylor stated the District Attorney subsequently closed her office in the Annex and  
209 relocated staff to Alamogordo. Ms. Taylor stated Ms. Martwick's preference for resolution of  
210 the problem was for the County to rent office space in Ruidoso. Ms. Martwick argued relocation  
211 to Ruidoso would provide better access to the primary population and aid in the recruitment and  
212 retention of Assistant District Attorneys. Ms. Taylor stated Ms. Martwick was opposed to the  
213 County supported resolution of remediation and upgrade of the Annex building or renovation of  
214 the County owned former title company building. Ms. Taylor presented a follow up letter from  
215 Ms. Martwick suggesting failure to grant her request would necessitate a reduction in services  
216 by the District Attorney's office including the discontinuation of prosecution of misdemeanors in  
217 the County.

218  
219 Ms. Taylor presented cost estimates for the options identified as: \$36,000 to \$54,000 annually  
220 to lease space in Ruidoso; \$270,000 for remediation and remodel of the Annex; \$235,000 for  
221 remodel of former title company building, or \$1,800 monthly for a short term lease of NRCS  
222 office space.

223  
224 Diana Martwick, District Attorney discussed the poor conditions of the current office space and  
225 expressed concern about the potential for employee health problems. District Attorney Martwick  
226 discussed the attorney recruitment issues associated with the Carrizozo office and expressed  
227 belief relocation to Ruidoso would alleviate these issues. District Attorney Martwick also stated  
228 concerns about staff and the public utilizing the stairs in the Annex.

229  
230 John Sugg, Chief Deputy District Attorney discussed the need for a fully staffed office in Lincoln  
231 County. Mr. Sugg stated the Carrizozo office handled approximately 34% of the felony cases  
232 filed in the 12<sup>th</sup> Judicial District with a staff of two attorneys, two secretaries and one victim  
233 advocate. Mr. Sugg expressed interest in relocation to the former title company building and  
234 requested the District Attorney's office have the opportunity to provide input on any remodel  
235 design.

236  
237 Karen Parsons, 12<sup>th</sup> Judicial District Judge encouraged the Board of Commissioners to provide  
238 adequate and safe office space for the District Attorney but did not support relocation of the  
239 office to Ruidoso. Judge Parsons stated a preference for the office to be in Carrizozo due to  
240 the heavy case load and the District Court's need for quick access to the District Attorney.

241  
242 Ms. Taylor stated the District Attorney had also expressed concerns about security at the  
243 Annex. Sheriff Robert Shepperd reminded there were two full time duty officers at the  
244 Courthouse conducting regular patrols through all areas of the complex including the Annex.

245  
246 After discussion and comment, there was a general consensus among Commissioners the  
247 District Attorney's office should remain in Carrizozo. Further discussion ensued regarding the  
248 cost and logistics associated with renovation of the Annex versus remodeling the former title  
249 company building.

250  
251 **Motion:** Approve actions to remediate the mold and potential health issues in the Annex  
252 building at this time, **Action:** Approve, **Moved by** Commissioner Doth, **None seconded.**  
253

254 Motion dies for lack of a second.

255  
256 **Motion:** Approve the allocation of up to \$270,000 for the remediation and renovation of the  
257 Annex building, **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Doth.  
258

259 District Attorney Martwick stated belief any major renovation would require installation of an  
260 elevator to meet ADA requirements. Attorney Morel suggested provision of additional space to  
261 the District Attorney on the first floor to meet ADA requirements.  
262

263 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4)  
264 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.  
265 **Absent:** Commissioner Minter  
266

267 Chair Powell recessed the Regular Meeting at 10:13:36 AM and reconvened at 10:27:39 AM.  
268

269 Attorney Morel stated after discussion with the District Attorney it was his understanding the  
270 District Attorney preferred the County remodel the title company building rather than renovate  
271 the Annex. Chair Powell stated belief renovation of the Annex was paramount due to other  
272 County employees and offices located in the Annex. Chair Powell suggested the remodel of  
273 the title company building was more appropriately considered by the newly elected commission  
274 during the budget process. Attorney Morel suggested an agenda item for the January Regular  
275 Meeting for further discussion of other considerations related to this issue.  
276

277 **11. 9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY**  
278 **OFFICIALS (Items are for discussion only – no action will be taken)**  
279

280 Judge Karen Parsons expressed appreciation on behalf of the 12<sup>th</sup> Judicial District Court for the  
281 newly expanded court facility. Judge Parsons stated the facility provided much needed space  
282 for multiple uses as well as greater public access.  
283

284 Commissioner Stone wished everyone Merry Christmas and a Happy New Year.  
285

286 Commissioner Doth expressed his appreciation for the opportunity to work with the other  
287 Elected Officials and County staff during his term.  
288

289 Commissioner Draper requested the public be mindful of children who need assistance during  
290 the Holiday Season.  
291

292 Rhonda Burrows, County Clerk introduced Whitney Whittaker as the newly appointed Chief  
293 Deputy Clerk. Ms. Whittaker discussed the Clerk's process to conduct the automatic recount for  
294 the Commissioner of Public Lands contest in the 2014 General Election and presented the  
295 results for review. Ms. Whittaker stated as a result of the recount there were no changes to total  
296 votes cast for either candidate in Lincoln County.  
297

298 Sheriff Robert Shepperd expressed appreciation for the expansion of the Sheriff's office  
299 complex.  
300

301 **15. Proclamation – Taos Muncy – Two-time World Saddle Bronc Rider**  
302

303 Ms. Taylor informed Taos Muncy was 2005 graduate of Corona High School who continued to  
304 live, raise his family, and conduct business in Corona and Lincoln County. Ms. Taylor  
305 presented the proclamation acknowledging Mr. Muncy's outstanding professional  
306 accomplishments including winning both the title of World Champion Bronc Rider and the  
307 College National Finals in 2007. Ms. Taylor stated Mr. Muncy won his second World  
308 Championship in 2011 and competed for a third World Championship this year.  
309

310 **Motion:** Approve the Proclamation for Taos Muncy, **Action:** Approve, **Moved by**  
311 Commissioner Stone, **Seconded by** Commissioner Doth.

312 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4)

313 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

314 **Absent:** Commissioner Minter.  
315

316 **16. Proclamation – Hondo High School – Six-man Football State Champions**  
317

318 Ms. Taylor informed the Hondo Valley High School Eagles were the 2014 New Mexico Six Man  
319 Football Champions. Ms. Taylor stated the team had a perfect 10-0 season and were ranked  
320 50<sup>th</sup> in the nation in the six, eight and nine man football classification. Ms. Taylor further noted  
321 Head Coach Brandon Devine and Quarterback Roberto Nores were recognized as Coach of the  
322 Year and Player of the Year by the New Mexico Six Man Coaches Association.  
323

324 **Motion:** Approve the Proclamation for the Hondo Valley High School Eagles Football  
325 Champions, **Action:** Approve, **Moved by** Commissioner Stone, **Seconded by** Commissioner  
326 Doth

327 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4)

328 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

329 **Absent:** Commissioner Minter.  
330

331 **17. Proclamation - Ruidoso High School – Class IV A Volleyball State Champions**  
332

333 Ms. Taylor informed the Ruidoso High School Lady Warriors Volleyball team under the  
334 leadership of Head Coach Pam Allen won the Class AAAA State Volleyball Championship on  
335 November 15, 2014. Ms. Taylor noted the strong community support for this team and  
336 presented the proclamation for outstanding accomplishment.  
337

338 **Motion:** Approve the Proclamation for the Ruidoso High School Lady Warriors, **Action:**  
339 Approve, **Moved by** Commissioner Draper, **Seconded by** Commissioner Doth.

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

341 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

342 **Absent:** Commissioner Minter.  
343

344 **18. Proclamation - Ruidoso High School – Class IV A Football State Champions**  
345

346 Ms. Taylor informed the Ruidoso High School Warrior Football team won the Class AAAA State  
347 Football Championship on December 6, 2014. Ms. Taylor stated under the leadership of  
348 Coach Kief Johnson the team not only excelled athletically but also achieved a 3.3 team grade  
349 point average. Ms. Taylor presented the proclamation for this outstanding accomplishment.  
350

351 **Motion:** Approve the Proclamation for the Ruidoso High School Warrior Football team with a  
352 minor correction to the won loss record, **Action:** Approve, **Moved by** Commissioner Doth,  
353 **Seconded by** Commissioner Draper.  
354 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).  
355 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.  
356 **Absent:** Commissioner Minter.

357  
358 **19. Resolution 2014–30 NM DOT Road Fund Time Extension for Certain Projects/First**  
359 **Amendments to Cooperative Agreements**  
360

361 Ms. Taylor stated the current 2014 Cooperative Agreements for road projects expired on  
362 December 31, 2014. Ms. Taylor stated after completion of the initial projects, the Road  
363 Department identified and the Board of Commissioners approved additional projects to utilize all  
364 available funding. Ms. Taylor stated delays due to timing and weather required the County to  
365 request additional time to complete the projects.

366  
367 Carl Palmer, Road Superintendent stated the NM Department of Transportation (DOT) did not  
368 object to requests for time extension when requested in a timely fashion.

369  
370 **Motion:** Adopt Resolution 2014-30, **Action:** Approve, **Moved by** Commissioner Doth,  
371 **Seconded by** Commissioner Draper  
372 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).  
373 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.  
374 **Absent:** Commissioner Minter

375  
376 **SEE EXHIBIT B:** Copy of Resolution 2014-30 is attached hereto in reference thereto made a  
377 part hereof.

378  
379 **20. 11:00 A.M.: Farewell to Departing Elected Officials**  
380

381 Commissioner Stone read for the record a plaque for outgoing Commissioner Kathryn Minter in  
382 recognition of dedicated service to the citizens of Lincoln County from January 1, 2011 to  
383 December 31, 2014.

384  
385 Commissioner Draper presented a plaque to Commissioner Mark Doth in recognition of  
386 dedicated service to the citizens of Lincoln County from January 1, 2011 to December 31, 2014  
387 including serving as Vice Chair from 2012 to 2013.

388  
389 Commissioner Draper presented to Commissioner Jackie Powell a plaque in recognition of  
390 dedicated service from January 1, 2007 to December 31, 2014 including serving as Chair from  
391 October 2012 to December 2014.

392  
393 Chair Powell recessed the Regular Meeting for the Luncheon and Grand Opening at 11:05:08  
394 AM.

- 395  
396 a. Pot Luck Luncheon  
397 b. Open House / Grand Opening of Courthouse / Sheriff's Complex Expansion  
398

399 Chair Powell reconvened the Regular Meeting at 12:59:39 PM.

400  
401 Chair Powell recessed the Regular Meeting and convened the Public Hearing at 1:00:00 PM.

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**21. 1:00 P.M.: Public Hearing to consider the following Ordinances:**

**a. Lincoln County Ordinance No. 2014-08 – An ordinance amending Personnel Policies and Procedures; and Repealing Ordinance 2014-01**

Attorney Morel informed the only substantive change was a modification to the description of "temporary or seasonal" employee to optimize use of the position. Attorney Morel stated the proposed language defined a temporary or seasonal employee as one hired either on a full time or part time basis for a position created to last no more than nine consecutive months.

Rhonda Burrows, Clerk questioned if there were any employees currently working under the prior definition. Attorney Morel explained the new language actually expanded the definition to provide more flexibility.

Chair Powell requested public comment and receiving none recessed the Public Hearing and reconvened the Regular Meeting at 1:06:30 PM.

**Motion:** Adopt Lincoln County Ordinance 2014-08. **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Draper.

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

**Yes:** Chair Powell, Commissioner Stone, Commissioner Doth, Commissioner Draper.

**Absent:** Commissioner Minter.

**SEE EXHIBIT C:** Copy of Ordinance 2014-08 is attached hereto in reference thereto made a part hereof.

Chair Powell recessed the Regular Meeting and reconvened the Public Hearing at 1:07:10 PM.

**b. A Resolution Setting Fees to be charged by the County of Lincoln for solid waste services to Lincoln County Residents located outside of all municipalities and the Alto Lakes Water and Sanitation District; Pursuant to Lincoln County Ordinance 2008-07 by Resolution 2014-29.**

Attorney Morel reminded the County adopted a new Ordinance effective January 1, 2015 which required rate adjustments be adopted by Resolution. Attorney Morel stated due to a lack of response from GSWA to an Inspection of Public Records Act (IPRA) request in October, the County was unable to recommend a commercial rate at this time. Attorney Morel stated traditionally rates are based on the cost of providing services but GSWA's refusal to provide information hindered the County's ability to review the cost of services and set rates for billing. Attorney Morel noted a review of numerous different commercial contracts provided to the County by GSWA indicated different rates were charged for exact or similar services.

Attorney Morel presented a revised Resolution reflecting only residential rates. Attorney Morel recommended deletion of a previously established charge for poly cart service and adoption of a single billing rate of \$17.95 monthly plus gross receipts tax for solid waste services for County residents.

Ms. Taylor noted the monthly rate of \$17.95 yielded the quarterly rate of \$53.95 as published and publically posted by the County as the residential rate beginning on January 1, 2015.

453 Commissioner Draper questioned if the Resolution should also define late fees. Attorney Morel  
454 informed late fees were set at \$5.00 per quarter by prior Ordinance.  
455

456 There was a general consensus to add the definition of the late fee as \$5.00 per quarterly billing  
457 to the Resolution.  
458

459 Commissioner Draper expressed concern about County residents who currently have poly cart  
460 service and how they might react to any change. A lengthy discussion ensued concerning  
461 current poly cart use only in Rancho Ruidoso Valley Estates. After discussion, Attorney Morel  
462 clarified the intent of the Resolution was to set a single rate and the decision as to the type of  
463 service to provide to any particular area was GSWA's as the service provider.  
464

465 Attorney Morel reminded all other participating entities of the Authority currently provided their  
466 own billing and with the County billing for the County residents beginning in January GSWA  
467 would not bare the cost of billing for services. Attorney Morel noted no representatives from  
468 GSWA were present for the public hearing.  
469

470 Chair Powell requested public comment and receiving none adjourned the Public Hearing and  
471 reconvened the Regular Meeting at 1:39:05 PM.  
472

473 **Motion:** Adopt Resolution 2014-29 as amended to reflect the addition of Gross Receipts Tax  
474 and define the late fee as \$5.00 per quarterly billing, **Action:** Approve, **Moved by**  
475 Commissioner Doth, **Seconded by** Commissioner Draper.

476 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4)

477 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

478 **Absent:** Commissioner Minter.  
479

## 481 10. GSWA Update (*continued*)

### 482 a. Consideration / potential action on Conducting of Formal Audit of GSWA 483 operations 484 485

486 Ms. Taylor reminded the County attempted for several months to obtain information from GSWA  
487 regarding operating procedures and practices with limited success. Ms. Taylor informed the  
488 County had contacted Accounting & Consulting Group, LLC regarding the feasibility of  
489 conducting an AUP (Agreed Upon Procedures) of GSWA for specific information. Ms. Taylor  
490 stated the estimated cost of this research was \$19,750 plus out of pocket expenses.  
491

492 **Motion:** Approve the expenditure of funds and direct the Manager to enter into a contract with  
493 Accounting & Consulting Group LLC to conduct an AUP of GSWA, **Action:** Approve, **Moved**  
494 **by** Commissioner Stone, **Seconded by** Commissioner Doth.

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

496 **Yes:** Chair Powell, Commissioner Stone, Commissioner Doth, Commissioner Draper.

497 **Absent:** Commissioner Minter.  
498

## 499 22. Manager's Report

500  
501 1. **Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS).** The Manager  
502 stated the National Association of Counties informed Congress had passed an  
503 appropriations package titled the "Consolidated and Further Continuing Appropriations

504 Act of 2015". The Manager stated the package included \$372 million in FY15  
505 appropriated funds for the PILT program. The Manager stated the funding combined with  
506 the previously appropriated \$70 million provided the full FY15 funding amount of \$442  
507 million for PILT. The Manager noted the legislation did not include retroactive FY14  
508 funding for Secure Rural Schools.  
509

- 510 **2. Capital Outlay Requests.** The Manager attended the Capital Outlay Request Overview  
511 conducted by Hubert Quintana of SNMEDD on November 24, 2014. The Manager  
512 informed SNMEDD set a meeting on December 30, 2014 for all local governments within  
513 the County to present their priority projects to the local legislators for Lincoln County  
514 including Senator Phil Griego, Senator Bill Burt, Representative Zach Cook and  
515 Representative Nora Espinoza. The Manager stated based on the County's  
516 Infrastructure Capital Improvement Plan (ICIP) and the Commission's direction, the  
517 following projects were submitted for consideration for FY 16 capital outlay funding with  
518 top priorities being:

- 519 a) New Hondo Fire Station \$275,000  
520 b) Expansion of White Oaks Fire Station \$230,000  
521 c) Expansion of Lincoln County Detention Center \$537,000

522 The Manager reminded Lincoln County received capital outlay funding last year for all  
523 three projects: \$25,000 for the Hondo Fire Station, \$20,000 for the White Oaks Fire  
524 Station expansion; and \$163,000 for the Detention Center expansion.  
525

526 **Building / Project Updates.**

- 527 a) The Ft. Stanton Fire Station: Chief Bennie Long scheduled an open house at the  
528 new Ft. Stanton Station for December 18, 2014.  
529 b) Moving of Radio Antenna: Relocation of the antenna from the rooftop of the  
530 Sheriff's complex to ground level is complete.  
531 c) Roof Replacement and HVAC Unit Installation: Installation on the Public Officials  
532 Building will begin in the near future with plans currently under review by  
533 Construction Industries Division.  
534

- 535 **3. Lincoln County Medical Center's POB** received the prestigious Eagle Award from the  
536 National Association of Industrial and Office Properties. Lincoln County Commission  
537 Chair Powell attended the NAIOP Awards luncheon held on December 5, 2014 in  
538 Albuquerque. Jaynes Corporation gifted the prestigious trophy to Lincoln County and  
539 ordered duplicates for their firm and Lincoln County Medical Center.  
540

541 **4. Upcoming Calendar:**

- 542  
543 a) December 17<sup>th</sup> – GSWA v Lincoln County Hearing  
544 b) December 18<sup>th</sup> – GSWA December meeting  
545 c) December 31<sup>st</sup> – Swearing in of new Public Officials  
546 d) January 13<sup>th</sup> – Lincoln County Commission Meeting  
547 e) January 20 – 22 – NMAC Legislative Conference  
548

549 **5. Departmental Updates:**

- 550  
551 a) Renee Montes, Senior Services Director reported County operated Senior  
552 Centers were operating within the budget for revenues and expenses.  
553

- 554 b) Joe Kenmore, Office of Emergency Services Director discussed the advantages  
555 of the recent relocation of the communications tower.  
556  
557 Spencer Baldwin, OES Coordinator reported he was appointed by the Governor's  
558 office to serve as representative from the 2<sup>nd</sup> Congressional District to the Fire  
559 Grant Council.  
560  
561 c) Curt Temple, Planning Director commented on education and outreach efforts  
562 associated with the FEMA grant. Mr. Temple stated in addition to scheduled  
563 public meetings the County had posted additional information on the website,  
564 established a dedicated email address, and was in the process of obtaining a toll  
565 free number to respond to questions about thinning trees.  
566  
567 Mr. Temple further reported members of the Planning Commission would  
568 resubmit a letter of recommendations for the proposed Land Use Ordinance to  
569 the new Board of Commissioners after the first of the year.  
570  
571 d) Carl Palmer, Road Superintendent discussed the search for and access to  
572 crushed materials for road maintenance. Mr. Palmer stated he sought  
573 assistance from the State Bureau of Land Management in Roswell to clarify  
574 whether the State would approve a "Split Estate Lease" for removal of minerals.  
575 Mr. Palmer stated the Road Department currently had access to one pit by  
576 permitted State access and an agreement with a private land owner. Mr. Palmer  
577 expressed a desire to permit and open additional pits on State land.  
578  
579 e) Punkin Schlarb, Finance Director stated interviews were conducted for the new  
580 position of Solid Waste Billing Clerk and a decision was pending. Ms. Schlarb  
581 discussed work with the County's software provider, Triadic, to establish a billing  
582 process.  
583  
584 f) Billie Jo Guevara, Administrative Assistance and Human Resources Director  
585 reported on the addition of information of tree thinning information to the County's  
586 website.  
587

588 **21. 1:00 P.M.: Public Hearing to consider the following Ordinances: (continued)**  
589

- 590 b. **A Resolution Setting Fees to be charged by the County of Lincoln for solid**  
591 **waste services to Lincoln County Residents located outside of all**  
592 **municipalities and the Alto Lakes Water and Sanitation District; Pursuant to**  
593 **Lincoln County Ordinance 2008-07 by Resolution 2014-29.**  
594

595 **Motion:** Reconsider the vote to adopt Resolution 2014-29, **Action:** Approve, **Moved by**  
596 **Commissioner Stone, Seconded by** Commissioner Doth.

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

598 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

599 **Absent:** Commissioner Minter.  
600

601 **Motion:** Adopt Resolution 2014-29 removing the language defining late fees, **Action:** Approve,  
602 **Moved by** Commissioner Stone, **Seconded by** Commissioner Doth.

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

604 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

605 **Absent:** Commissioner Minter.

606  
607 **SEE EXHIBIT D:** Copy of Resolution 2014-29 is attached hereto in reference thereto made a  
608 part hereof

609  
610 **23. Consideration of Approval / Disapproval of Indigent Health Care Claims**

611  
612 Scott Annala, IHC Administrator presented the Sole Community Provider/Safety Net Care  
613 Provider Pool claims for approval. Mr. Annala processed 19 claims with 16 recommended for  
614 approval and 3 recommended for disapproval for a monthly authorization of \$11,817. Mr.  
615 Annala stated the total approval for SCP/SNCP claims for Fiscal Year 2014-2015 to date was  
616 \$136,813 with a monthly average of \$22,802.

617  
618 Mr. Annala presented the Indigent Health Care Payments request for the month and stated he  
619 processed 6 claims with 5 claims recommended for approval and 1 for disapproval for a total  
620 payment this month of \$3,754.25. Mr. Annala stated, pending approval, the total for IHC claims  
621 for Fiscal Year 2014-2015 to date was \$32,512.97 for an average monthly indigent claims  
622 payment of \$5,419. Mr. Annala anticipated expenditure of approximately \$65,000 this Fiscal  
623 Year out of a budget of \$363,000 with additional funds held over from last year. Mr. Annala  
624 anticipated the legislature would likely look at potential State use of unexpended County  
625 Indigent Funds. Mr. Annala stated he and the County Manager would review the potential for  
626 use of Indigent Health Care funds for other expenses such as the Safety Net Care Pool  
627 payment or County Medicaid payment.

628  
629 **Motion:** Approval and denial of the claims as indicated for SCP/SNCP and Indigent Health Care  
630 as recommended, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Chair  
631 Powell.

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

633 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

634 **Absent:** Commissioner Minter.

635  
636 **24. Award of Invitation to Bid 14-15-005 Annual Base Course Supply**

637  
638 Ms. Taylor stated bids were solicited to secure sources of aggregate material at various  
639 locations for use on projects in all parts of the County and the County could contract with more  
640 than one supplier. Ms. Taylor detailed the bids received as follows:

- 641  
642 a. Mesa Verde Enterprises, Inc. \$18.50/ton delivered from the La Luz pit  
643 b. Ruidoso Sand and Gravel \$12.50/ton picked up from the Hideout pit  
644

645 **Motion:** Award Bid 14-15-005 to Mesa Verde Enterprises, Inc. for \$18.50/ton delivered and  
646 Ruidoso Sand and Gravel for \$12.50/ton picked up, **Action:** Approve, **Moved by**  
647 Commissioner Doth, **Seconded by** Chair Powell.

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

649 **Yes:** Chair Powell, Commissioner Stone, Commissioner Doth, Commissioner Draper.

650 **Absent:** Commissioner Minter.

651  
652 **25. Construction of Carrizozo Senior Center**

- 653  
654 a. Award of Request for Proposal # 14-15-004

655  
656 Ms. Taylor informed responses to Bid 14-15-004 for construction of a new Carrizozo Senior  
657 Center were due on November 19, 2014. Ms. Taylor stated nine contractors attended a  
658 mandatory pre-bid meeting but only one contractor responded to the bid as follows:  
659

660 Roper Construction, Inc. \$1,199,000.00  
661

662 **Motion:** Reject the bid of Roper Construction and direct the Manager to work with the Architect  
663 to redesign the plans to meet the budgeted amount, **Action:** Approve, **Moved by**  
664 Commissioner Draper, **Seconded by** Chair Powell.

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

666 **Yes:** Chair Powell, Commissioner Stone, Commissioner Doth, Commissioner Draper.

667 **Absent:** Commissioner Minter.  
668

669 b. Consideration / Potential Action on Request for Project Budget Change  
670

671 No action was taken.  
672

673 **26. Authorization to Schedule Public Hearing to Consider Other Outdated or New**  
674 **Lincoln County Ordinance**  
675

676 a. Low Income Tax Payer's Rebate of Property Taxes (Required in Odd numbered  
677 years per NMSA 7-2-14.3 G)  
678

679 Ms. Taylor stated NMSA 7-2-14.3 G required the Board of Commissioners to conduct a public  
680 hearing to consider a low income tax payer's rebate of property tax in odd numbered years.  
681

682 **Motion:** Schedule a Public Hearing to consider a Low Income Tax Payer's Rebate of Property  
683 Taxes, **Action:** Approve **Moved by** Chair Powell, **Seconded by** Commissioner Stone.

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

685 **Yes:** Chair Powell, Commissioner Stone, Commissioner Doth, Commissioner Draper.

686 **Absent:** Commissioner Minter.  
687

688 **27. Consideration of Appointments and Removals from Boards/ Commissioners/**  
689 **Committees:**  
690

691 a. **Tabled-**Senior Citizens Olympic Committee  
692

693 **28. Renewal of County Attorney Contract**  
694

695 Ms. Taylor informed the County Attorney's current contract defined a flat monthly fee for  
696 services. Ms. Taylor stated the contract covered all associated fees and costs excluding  
697 litigation of individual cases of ordinance violations in magistrate and district courts. Ms. Taylor  
698 stated Attorney Morel proposed negotiation of a new flat rate or a return to hourly billing  
699 beginning January 1, 2015. Ms. Taylor discussed the advantages to the County of a flat rate  
700 billing for services and suggested an increase of 5% over the current monthly rate. Attorney  
701 Morel provided a cost analysis of work performed in 2014 for review.  
702

703 **Motion:** Approve the renewal of current County Attorney contract for the flat fee with an  
704 increase of \$750 per month plus gross receipts tax, **Action:** Approve, **Moved by** Commissioner  
705 Stone, **Seconded by** Commissioner Doth.

706 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).  
707 **Yes:** Chair Powell, Commissioner Stone, Commissioner Doth, Commissioner Draper.  
708 **Absent:** Commissioner Minter.

709  
710 **29. Lincoln Historic Preservation Board – Grant**

711  
712 Curt Temple, Planning Director presented a grant application sponsored by the State Historical  
713 Preservation Department. Mr. Temple requested permission to develop a grant application for  
714 a detailed survey map of Lincoln Historic District A. Mr. Temple stated the Lincoln Historic  
715 Preservation Board and State Monument staff supported the application for a survey. Mr.  
716 Temple stated the \$50,000 grant required a 40% or \$20,000 match from the County. Mr.  
717 Temple expressed belief there were potential in kind services which might contribute to the  
718 match. Mr. Temple also stated the State Department of Transportation had agreed to provide  
719 surveys done by their department in the area to assist with the detailed survey.

720  
721 There was a general consensus to take no action at this time.

722  
723 **30. Executive Session Pursuant to the Open Meetings Act: Discussion of all**  
724 **Threatened and/or Pending Litigation Section 10-15-1, Sub-Paragraph H.(7); and**  
725 **Discussion of the purchase, acquisition or disposal of real property or water**  
726 **rights by the public body, Section 10-15-1, Sub-Paragraph H.(8).**

727  
728 **Motion:** To close the meeting for the purposes of an Executive Session to discuss Threatened  
729 and/or Pending Litigation pursuant to the Open Meetings Act, Section 10-15-1, Sub Paragraph  
730 H.(7) and the purchase, acquisition or disposal of real property or water rights by the public  
731 body, Section 10-15-1, Sub-Paragraph H.(8) and as follows:

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

- 733  
734 1. *Cooper, Gale and DeBaca County News v. County of Lincoln, Sheriff of Lincoln County,*  
735 *et al.* D-1329-CV-200701364. Suit filed October 15, 2007. Verified Complaint for Declaratory  
736 Judgment Ordering Production of Certain Records and Information. Hearing took place Dec. 18,  
737 2013, and Conclusion of Law/Order was filed May 15, 2014 entered in favor of Ms. Cooper. Ms.  
738 Cooper filed an appeal June 10, 2014.
- 739 2. *Coble Constructors, LLC, et al v Carl Kelley Construction Ltd. Co, et al.* D-1226-CV-  
740 2012-00003. Suit filed January 15, 2012. Complaint to Foreclose Mechanic's Lien. Motion for  
741 Summary Judgment filed Jan. 29, 2014. Motion for Grant of Summary Judgment filed July 18,  
742 2014. Hearing scheduled for Jan. 5, 2015.
- 743 \*3. *Greentree Solid Waste Authority v. Lincoln County* D-1226-CV-2014-00095. Suit filed  
744 May 1, 2014. Verified Petition for Declaratory and Supplemental Relief: Injunction, Motion to  
745 Waive Time to Reassign District Judge (Judge Karen Parsons was disqualified). County was  
746 served May 14, 2014. Mr. Paul Melendres has been retained by the County and filed Answer,  
747 Motion to Disqualify Mr. Beauvais and Change of Venue. Motion to Join the New Mexico  
748 Finance Authority as an Indispensable Party filed July 22, 2014. GSWA filed its Motion for  
749 Summary Judgment on Sept. 26, 2014. County filed its Response to GSWA's Motion for  
750 Summary Judgment on Oct. 13, 2014. Scheduling Conference and Hearing on All Pending  
751 Motions was Nov. 20 both with Judge Ritter, who found Mr. Beauvais had a conflict of interest  
752 and was disqualified from representing GSWA. Stipulated Partial Dismissal was entered and  
753 GSWA's Motion to Reconsider was filed Dec. 5, 2014. GSWA has retained Robert Doughty as  
754 new counsel, who filed a Limited Entry of Appearance Dec. 13, 2014. Preliminary Injunction  
755 Hearing is scheduled Dec. 17, 2014 with Judge Ritter. Lincoln County's Reply to Motion to

756 Dismiss Supplemental Motion for Injunctive Relief is due Dec. 18, 2014.  
757 4. *Greentree Solid Waste Authority v. Lincoln County, et. al. D-0101-CV-2013-00104*. Suit  
758 filed January 9, 2013. Petition for Declaratory Judgment; Preliminary and Permanent Injunction.  
759 Mr. Beauvais filed an appeal Feb. 27, 2014. Ruling on Reconsidering Stay denied by Judge  
760 Singleton June 11, 2014. GSWA's Brief in Chief filed Sept. 9, 2014. Record Proper was filed  
761 Sept. 25, 2014. Alto Lakes Water and Sanitation District's and Lincoln County's Joint Response  
762 Brief was filed with the Court of Appeals Oct. 24, 2014. GSWA filed it Reply Brief Dec. 1, 2014.  
763 5. *Barbara Diane Latham, et al v. Neal Cox, Ben Hazen, Lincoln County Sheriff's*  
764 *Department and the County of Lincoln. D-1226-CV-2013-00191 to Federal No: 2:13-CV-00822-*  
765 *RB-SMV*. Suit filed July 19, 2013. Complaint for Violation of Civil Rights, Wrongful Death and  
766 Damages by Attorney Gary Mitchell. Tort Claim Notice was filed on October 27, 2011. LCSO  
767 and LC Manager were served on August 5, 2013. Advised NMAC assigned the case to  
768 Brennan and Sullivan Law Firm Sept. 5, 2013. Case was moved to Federal Court August 30,  
769 2013. Plaintiffs and Defendants Agreed Motion to Modify Scheduling Order filed Aug. 5, 2014.  
770 Motion for Qualified Immunity still pending as of Oct. 4, 2014. Ms. Latham filed a new action in  
771 federal court against Village of Capitan and Police Officer Kevin Kennedy filed July 25, 2014.  
772 The court Sua Sponte consolidated both cases via Order from Judge Brack filed Sept. 29, 2014.  
773 6. *State of NM/Lincoln County v. Avalon-Construction, Ruidoso, NM D-1226-CV 2014-*  
774 *00006* Filed Jan. 6, 2014 Open complaint for Refund of Taxes paid. Case assigned to Basham  
775 & Basham/Dwyer. Motion to Dismiss filed July 17, 2014. Settlement Agreement was signed by  
776 Avalon Sept. 3, 2014 and by Lincoln County Sept. 8, 2014.  
777 7. *Bank of America, N.A. v. Howard D. Schafer, et. al. (County of Lincoln through LCSWA)*  
778 *D-1226-CV2014-00162* County was served Sept. 2, 2014. Complaint for Foreclosure filed Aug.  
779 19, 2014 Lincoln County filed an Alarm Ordinance Lien and a LCSWA Lien. Mr. Morel entered  
780 his appearance on behalf of the County Sept. 23, 2014. Disclaimer of Interest has been filed by  
781 Lincoln County.  
782 8. *Water Rights Protests: New Mexico State Engineer Hearing Numbers: 14-039 and 14-*  
783 *041*. Protests of Applications 01300-1, 01300-2, 01300-3, 0826-2 into 0275 *et. al.* and H-272 *et*  
784 *al (T)* and H-50-1 into H-272 *et. al. (T)* filed July 15, 2013 pertaining to movement / transfer of  
785 water rights from the Hondo Valley to the Village of Ruidoso and the City of Ruidoso Downs.  
786 Docketing Order filed Sept. 18, 2014. Kelly Cassels/Sanders, Bruin, Coll & Worley, P.A. has  
787 been retained by the County, entered his appearance Sept. 22, 2014 and has responded in  
788 behalf of the County.  
789 \*9. *Wesmax, Ltd. V. Paul Baca, Lincoln County Assessor D-1226-CV-201400188* Appeal of  
790 the Final Order from Lincoln County Valuation Protest Board. Appeal filed Oct. 8, 2014. Case  
791 assigned to Basham & Basham/Dwyer. Record of Appeal and Transcript of Proceedings was  
792 filed Oct. 23, 2014.

#### 794 **Tort Claims Notices Received or Threatened**

#### 796 **2014**

797 **Ramos, Aaron** – Tort Claim Notice received from Mr. Ramos March 18, 2014 alleging  
798 his rights were violated during incarceration at Lincoln County Detention Center. Mr. Ramos  
799 alleges damages by not being granted detainee to detainee correspondence.

800 **Millerden, Kenneth and Anita** – Tort Claim Notice received May 9, 2014 alleging  
801 negligence from staff at Lincoln County Medical Center during prepartum care for their infant  
802 son.

803 **Ogden, John D** – Tort Claim Notice received May 26, 2014 alleging mistreatment while  
804 incarcerated at LCDC on March 11, 2014.

805 **Rounds, Christopher** – Tort Claim Notice received June 4, 2014 alleging being held in  
806 LCDC without being advised of his charges.

807 **Herbert, Crystal** – Tort Claim Notice received June 23, 2014 alleging false  
808 imprisonment, due process violations, unlawful detention of a minor, emotional distress.  
809 **Class Action** – Tort Claim Notice received June 23, 2014 alleging false imprisonment,  
810 false arrest, deprivation of rights at LCDC that arise with Immigration and Customs Enforcement  
811 charges.  
812 **Atwell, Stacey** – Tort Claim Notice received June 25, 2014 alleging unlawful seizure of  
813 her two minor children during a request for a deputy to assist in keeping the peace.  
814 **McGarry, Sean** – Tort Claim Notice received July 25, 2014 alleging wrongful arrest,  
815 false imprisonment, malicious prosecution, intentional or negligent infliction of emotional  
816 distress, abuse of process, wrongful termination and retaliatory discharge regarding discharge  
817 from the Capitan Police Department.  
818 **Ramos, Aaron** – Tort Claim Notice received August 7, 2014 alleging lack of Due  
819 Process for inmates at LCDC.  
820 **Lambert, David and Bonnie** - Tort Claim Notice received Sept. 8, 2014 by attorney W.  
821 Chris Nedbalek alleging damage to Lambert property due to Mr. Rodney Bunsen using his own  
822 equipment to alter a platted County right of way without the authorization or knowledge of the  
823 County.  
824 **Rider, Edward Allen and Moorhead, Brennon** – Tort Claim Notice received Oct. 20,  
825 2014 by attorney W. Chris Nedbalek alleging Lincoln County Narcotics Enforcement Unit  
826 officers destroyed items in a home.  
827 **Caughron, Brittany and Anderson, Amie** – Tort Claim Notice received Oct. 24, 2014  
828 by attorney W. Chris Nedbalek alleging overcrowding of Lincoln County Detention Center as a  
829 violation of 8<sup>th</sup> Amendment Rights.  
830 **Ryen, Allen**- Tort Claim Notice received Oct. 27, 2014 by attorney W. Chris Nedbalek  
831 alleging Mr. Ryen was exposed to unsanitary conditions at Lincoln County Detention Center.  
832 **Inmate Group** – Tort Claim Notice received Oct. 27, 2014 by attorney W. Chris  
833 Nedbalek alleging overcrowding and unsanitary conditions at Lincoln County Detention Center.  
834 **McMurray, Cody** – Tort Claim Notice received Nov. 6, 2014 by attorney W. Chris  
835 Nedbalek alleging lack of adequate medical care at Lincoln County Detention Center.  
836 **\*Diana Martwick, 12<sup>th</sup> Judicial District Attorney** – Tort Claim Notice received Nov. 25,  
837 2014 alleging lack of adequate office space provided by the County of Lincoln.  
838  
839 **2013**  
840 **Allen, Katherine Elizabeth**- Notice of Tort Claim against Lincoln County Detention  
841 Center for alleged injuries sustained during transport.  
842 **Borrego, Albert** - Tort Claim Notice received from attorney Gary Mitchell on June 14,  
843 2013, alleging continued harassment to Albert G. Borrego by police while responding to a noise  
844 complaint at Mr. Borrego's residence on February 28, 2013, and a separate incident resulting in  
845 Mr. Borrego's arrest on March 5, 2013, due to an outstanding warrant, during which Mr. Borrego  
846 allegedly sustained injuries while in custody due to an existing broken back injury. Claim has  
847 been denied by NMAC.  
848 **Espinoza, Robert** -Tort Claim Notice received from Robert Espinoza on June 4, 2013,  
849 alleging property damage from vehicle accident while Linda Mullins, driving the LC Senior  
850 Center meal delivery van ran off road hitting chain link fence, poles and railroad ties.  
851 **Harrisburg Documents**- Attempts to recover Lincoln County documents illegally taken  
852 from the county. County Clerk Rhonda Burrows has been in contact with Harrisburg, PA in  
853 recovery efforts.  
854 **Montoya, Emilia L.** - Tort Claim Notice received by attorney Freda Howard McSwane  
855 on April 23, 2013, alleging injuries sustained by Ms. Montoya when a physical altercation took  
856 place at the LCDC.

857 **Ramos, Aaron** - Tort Claim Notice received by attorney Robert J. Beauvais on April 18,  
858 2013, (correspondence dated September 13, 2011) alleging concerns about Mr. Ramos' safety  
859 and welfare and violation of his U.S. Constitutional rights.

860 **Silva, Elmo** -Tort Claim Notice received from attorney Richard Marquez November 6,  
861 2013. Alleges false imprisonment for Mr. Silva, who was sentenced in the 12<sup>th</sup> Judicial District  
862 Court to 38 years filed on July 3, 1990.

863  
864 **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Chair Powell.

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

866 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

867 **Absent:** Commissioner Minter.

868  
869 Chair Powell recessed the Regular Meeting and convened the Closed Session at 2:28:55 PM.

870  
871 Chair Powell adjourned the Closed Session and reconvened the Regular Meeting at 3:50:07  
872 PM.

873  
874 Commissioner Doth attested that matters discussed in the closed meeting were limited to those  
875 specified in the motion for closure or in the notice of separate closed meeting.

876  
877 **31. Potential Property Purchase**

878  
879 **Motion:** Approve the purchase of the Robinson property located at 125 El Paso Road in  
880 Ruidoso for \$80,000 or appraised value whichever is less, **Action:** Approve, **Moved by** Chair  
881 Powell, **Seconded by** Commissioner Doth.

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

883 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

884 **Absent:** Commissioner Minter.

885  
886 **32. Potential Legal Action – Greentree Solid Waste Authority vs. County of Lincoln D**  
887 **1226 CV 2014-00095 Inspection of Public Records Act Violations**

888  
889 **Motion:** Approve filing of a complaint against GSWA for denial of an inspection of public  
890 records request, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by**  
891 Commissioner Draper.

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

893 **Yes:** Chair Powell, Commissioner Doth, Commissioner Draper, Commissioner Stone.

894 **Absent:** Commissioner Minter.

895  
896 **33. Signing of Official Documents**

897  
898 **34. Next meetings:**

899  
900 a. January 13, 2014 Regular Commission Meeting

901  
902 **35. Adjourn**

903  
904 There being no further business to come before the Board of County Commissioners, Chair  
905 Powell adjourned the meeting at 3:51:50 PM.

906  
907

908 Respectfully submitted by,  
909 Rhonda B. Burrows  
910 Lincoln County Clerk

DRAFT

1 **COUNTY OF LINCOLN**

---

2 **New Mexico**  
3 **Special Meeting**  
4 **Board of County Commissioners**  
5

6 **Jackie Powell**, Chair  
7 **Preston Stone**, Vice-Chair  
8

**Kathryn L. Minter**, Member  
**Mark Doth**, Member  
**Dallas Draper**, Member

9 **Minutes**  
10 **Wednesday, December 31, 2014**

11  
12 Minutes of the Special Meeting of the Lincoln County Commission held at 10:00 AM on  
13 December 31, 2014 in the County Commission Chambers, Lincoln County Courthouse, in  
14 Carrizozo, New Mexico.

15  
16 **1. Call to order**

17  
18 Vice-Chair Stone called the meeting to order at 10:00 AM.

19  
20 **2. Roll Call**

21  
22 **Roll Call**

23  
24 **Present:** Commissioner Stone (telephonically), Commissioner Doth, Commissioner Draper.

25 **Absent/Excused:** Chair Powell, Commissioner Minter.

26  
27 Others present included Nita Taylor, County Manager; Alan Morel, County Attorney; and  
28 Rhonda Burrows, County Clerk.

29  
30 **Motion:** Appoint Commissioner Draper as Acting Chair of the Board of Commissioners for the  
31 Special Meeting, **Action:** Approve, **Moved by** Commissioner Stone, **Seconded by**  
32 Commissioner Doth.

33 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 3).

34 **Yes:** Commissioner Doth, Commissioner Draper, Commissioner Stone.

35 **Absent:** Chair Powell, Commissioner Minter.

36  
37 **3. Invocation**

38  
39 The invocation was presented by Chair Draper.

40  
41 **4. Pledge of Allegiance**

- 42  
43 A. Pledge – U.S.A. Flag  
44 B. Salute – N.M. Flag  
45

46 **5. Approval of Agenda**

47  
48 **Motion:** Acceptance of the Agenda and authorized the Chair to move items as necessary,

49 **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Chair Draper.  
50 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 3).  
51 **Yes:** Chair Draper, Commissioner Doth, Commissioner Stone.  
52 **Absent:** Commissioner Powell, Commissioner Minter.  
53

54 **6. Executive Session Pursuant to the Open Meetings Act: Discussion of Threatened**  
55 **and/or Pending Litigation Section 10-15-1, Sub-Paragraph H.(7) – Causes of**  
56 **Action:**  
57

58 **Motion:** To close the meeting for the purposes of an Executive Session to discuss Threatened  
59 and/or Pending Litigation pursuant to the Open Meetings Act, Section 10-15-1, Sub Paragraph  
60 H.(7) – Causes of Action as follows:

61 a) Greentree Solid Waste Authority vs. County of Lincoln, Case No. D-1226-CV-  
62 2014-00095 in the Twelfth Judicial District Court; and  
63

64 b) New cause of action recently filed in the New Mexico Supreme Court by J.  
65 Robert Beauvais and Greentree Solid Waste Authority vs. the Honorable Jerry H.  
66 Ritter, Jr., Twelfth Judicial District Court Judge, and County of Lincoln titled:  
67 Verified Emergency Petition for Writ of Prohibition- Alternatively, Superintending  
68 Control; Request for Stay (No case number assigned by the Supreme Court as of  
69 date.)  
70

71 **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Chair Draper.  
72 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 3).  
73 **Yes:** Chair Draper, Commissioner Doth, Commissioner Stone.  
74 **Absent:** Commissioner Powell, Commissioner Minter.  
75

76 Chair Draper recessed the Special Meeting and convened the Closed Session at 10:07 PM.  
77

78 Chair Draper adjourned the Closed Session and reconvened the Special Meeting at 10:26 PM.  
79

80 Commissioner Doth attested that matters discussed in the closed meeting were limited to those  
81 specified in the motion for closure or in the notice of separate, closed meeting.  
82

83 **7. Discussion/Possible Action regarding Greentree Solid Waste Authority vs. County**  
84 **of Lincoln, Case No. D-1226-CV-2014-00095**  
85

86 **Motion:** Instruct the County's counsel to file a motion for sanctions against GSWA for contempt  
87 of court for having billed in violation of a court order, **Action:** Approve, **Moved by**  
88 Commissioner Doth, **Seconded by** Chair Draper.

89 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 3).  
90 **Yes:** Chair Draper, Commissioner Doth, Commissioner Stone.  
91 **Absent:** Commissioner Powell, Commissioner Minter.  
92

93 **8. Discussion/Possible Action regarding County Billing for Solid Waste Services in**  
94 **the County outside of the municipalities and the Alto Lakes Water and Sanitation**  
95 **District**  
96

97 **Motion:** Instruct the County Manager to proceed with billing for Solid Waste Collection Services  
98 for County residents, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Chair

99 Draper.  
100 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 3).  
101 **Yes:** Chair Draper, Commissioner Doth, Commissioner Stone.  
102 **Absent:** Commissioner Powell, Commissioner Minter.  
103

104 **9. Next Regular Meeting:**

105  
106 Tuesday, January 13, 2015  
107

108 **10. Adjourn**

109  
110 There being no further business to come before the Board of County Commissioners, Chair  
111 Draper adjourned the meeting at 10:27 AM.  
112

113 Respectfully submitted by,

114  
115 Rhonda B. Burrows  
116 Lincoln County Clerk

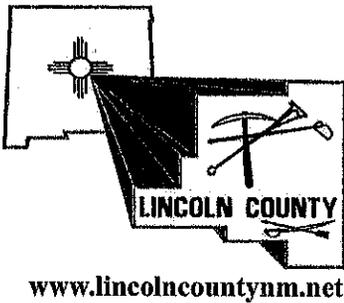
**DRAFT**

**Agenda Item No. 8**

**SUBJECT**

Approval of Consent Agenda:

- a. Payroll/Accounts Payable/Budget/Expenditures
- b. Treasurer's Financial Report for the Month ending December 31, 2014
- c. Children, Youth and Families Department Agreement, Amendment Number 1
- d. Intergovernmental Services Agreement-Curry County



# County of Lincoln

P.O Box 711 • 300 Central Ave. • Carrizozo, New Mexico 88301-0711 • (575) 648-2385

## 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 December 1 through December 31, 2014 in the amount of \$1,940,997.65.

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

**ADOPTED, PASSED AND SIGNED** the 13th day of January 2015.

### BOARD OF COMMISSIONERS LINCOLN COUNTY, NEW MEXICO

\_\_\_\_\_  
Preston Stone, Member

\_\_\_\_\_  
Dallas Draper, Member

\_\_\_\_\_  
Elaine Allen, Member

\_\_\_\_\_  
Dr. Lynn Willard, Member

\_\_\_\_\_  
Thomas F Stewart, Member

ATTEST:

\_\_\_\_\_  
Rhonda B Burrows, County Clerk

STATE OF NEW MEXICO

**CHILDREN, YOUTH AND FAMILIES DEPARTMENT  
AGREEMENT  
AMENDMENT NUMBER 1**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the "Agency" and **Lincoln County**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

**PURPOSE OF AMENDMENT**

1. Revise **Attachment 2 – Budget (executed on 04/30/2014)** to correct the match liability language.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

**All other articles of this Agreement remain the same.**

**IN WITNESS WHEREOF**, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the Agency Secretary or Designee.

**Lincoln County**

\_\_\_\_\_  
Authorized Signatory

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Title of Authorized Signatory

\_\_\_\_\_  
Legal Counsel, Contractor

Date: \_\_\_\_\_

**Agency – Children, Youth and Families Department**

\_\_\_\_\_  
Secretary or Designee, Agency

Date: \_\_\_\_\_

**Approved as to legal form and sufficiency.**

\_\_\_\_\_  
Office of General Counsel, Agency

Date: \_\_\_\_\_

**Revised Attachment 2 – Budget dated 11/25/2014**  
**Lincoln County**

	Continuum	Girl's Circle	Boy's Council	Citation Program	Intensive Community Monitoring	Restorative Justice	Trauma	
<b>Personnel</b>								
<b>Benefits</b>								
<b>Contractual</b>	\$38,800.00	\$8,250.00	\$8,250.00	\$14,700.00	\$16,200.00	\$20,000.00	\$15,000.00	
<b>Travel</b>		\$398.00	\$346.00	\$426.00	\$2,550.00		\$426.00	
<b>Supplies</b>	\$1,269.00	\$200.00						
<b>Other Costs</b>			\$295.00				\$95.00	
<b>TOTALS</b>	<b>\$40,069.00</b>	<b>\$8,848.00</b>	<b>\$8,891.00</b>	<b>\$15,126.00</b>	<b>\$18,750.00</b>	<b>\$20,000.00</b>	<b>\$15,521.00</b>	<b>\$127,205.00</b>

The Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kinds services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

<b>Budgeted and Contracted Grant Amount</b>	<b>\$ 127,205.00</b>
<b>40% Minimum Match Liability for Lincoln County</b>	<b><u>50,882.00</u></b>
<b>Total Project Budget</b>	<b>\$ 178,087.00</b>

\* Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

**FUNDING INFORMATION:**  
 Juvenile Continuum Grant Fund

*Curry County  
New Mexico*

700 N. Main Street, Suite 10  
Clovis, New Mexico 88101  
Phone (575) 763-6016 • Fax (575) 763-3656



COMMISSIONERS  
Robert O. Sandoval • District 1  
Ben L. McDaniel • District 2  
Frank Blackburn • District 3  
Wendell Bostwick • District 4  
Tim L. Ashley • District 5

County Manager  
Lance A. Pyle

December 17, 2014

Lincoln County  
Nita Taylor, County Manager  
300 Central Avenue  
PO Box 711  
Carrizozo, NM 88301

RECEIVED

DEC 23 2014

ADMINISTRATION  
LINCOLN COUNTY NM

**Ref: Intergovernmental Service Agreement**

Ms. Taylor,

On December 16, 2014 the Board of Curry County Commission approved the Intergovernmental Service Agreement between Curry County and Lincoln County for the housing of Lincoln County adult and juvenile inmates in the Curry County Detention Center. Please note, effective January 1, 2015 the cost per day to house adult inmates will be \$75.00 and the cost to house juvenile inmates will be \$200 per day.

Enclosed are two (2) original, signed agreements. Please submit before your County Commission at the earliest, complete section 11.1 on page 4 and return one (1) signed agreement to my attention.

If you have any questions, please feel free to contact me at (575) 763-6016.

Sincerely,

Ashley Moran  
Executive Assistant

cc: file

## **INTERGOVERNMENTAL SERVICE AGREEMENT**

**WHEREAS**, Curry County and Lincoln County, pursuant to §33-3-2, NMSA 2007, have the right to enter into agreements for confinement of persons charged with crimes, violations of municipal or county ordinances, or otherwise committed to jail; and,

**WHEREAS**, pursuant to §13-1-98(A), NMSA 2008, procurement of services by one state agency or local public body with another state agency or local public body are exempt from the New Mexico Procurement Code.

**NOW, THEREFORE**, Curry County and Lincoln County, acting by and through their duly authorized governing body, hereby agree as follows:

### **1.0 ADMINISTRATION AGENCY**

1.1 This agreement will be administered or executed by the Curry County Detention Center ("CCDC"), pursuant to §11-1-5, NMSA 1978.

### **2.0 TERM OF CONTRACT**

2.1 This agreement shall have an effective date of January 1, 2015 and shall remain in effect indefinitely unless modified by the parties, in writing, or upon termination by either party upon thirty (30) days notice to the other party, by certified mail, return receipt requested.

### **3.0 ADULT INMATE HOUSING AND BOARD**

3.1 Curry County agrees, that upon receipt of a fully executed agreement from Lincoln County, that the CCDC will, pursuant to the terms of this agreement, house inmates from Lincoln County at its facility in Clovis, New Mexico subject to and limited by availability.

3.2 Lincoln County agrees that the Lincoln County inmates are subject to the rules of the CCDC, such rules to apply to each and all inmates. Lincoln County inmates will receive comparable treatment and accommodations as provided to other contract inmates.

3.3 Both parties agree that Lincoln County will call the CCDC for accommodations and availability before bringing any inmate to the facility.

3.4 Lincoln County agrees to pay Curry County \$75.00 per day, per inmate for board and housing and related services. The \$75.00 per day is for each day or part of a day, regardless of the number of hours, that an Lincoln County inmate is in CCDC.

### **4.0 JUVENILE HOUSING AND BOARD**

4.1 Curry County agrees that, pursuant to the terms of this agreement, the Curry County Juvenile Detention Center ("CCJDC") will house juvenile inmates from Lincoln County at its approved juvenile facility in Clovis, New Mexico on a space available basis.

- 4.2 Lincoln County juvenile inmates are subject to the CCJDC rules which apply equally to all juvenile inmates. Lincoln County juvenile inmates will receive comparable treatment and accommodations as provided to other contract juvenile inmates.
- 4.3 Both parties agree that Lincoln County will call the CCJDC for accommodations and availability before bringing any juvenile inmates to the facility.
- 4.4 Lincoln County agrees to pay Curry County \$200.00 per day, per juvenile inmate for board and housing and related services. The \$200.00 per day is for each day or part of a day, regardless of the number of hours, that an Lincoln County juvenile inmate is in CCJDC.
- 4.5 Curry County shall not confine any Lincoln County juvenile inmates for any period longer than set forth in a valid court order, which is to be provided to Curry County by Lincoln County. It shall not be Curry County's responsibility to obtain or seek any extensions. Should Lincoln County or the Juvenile Probation and/or Parole Office not obtain and/or provide Curry County with any valid written judicial extensions, said juvenile inmate shall be released to the custody of the parents or legal guardian.

## **5.0 REJECTIONS/RETURN**

- 5.1 Curry County shall have the right to reject any inmate tendered by Lincoln County.

## **6.0 INMATE INFORMATION**

- 6.1 When submitting any inmate to Curry County pursuant to this agreement, Lincoln County will provide all documentation necessary for booking including the following documentation, if and as available to it:
  - Arrest Warrant and supporting affidavit;
  - Arrest Report;
  - Judgment and Sentence;
  - Release Order;
  - Age;
  - Criminal Complaint or other Charging Documentation; and,
  - All medical records, if any.

In addition, Lincoln County will provide the Detention Center with any and all information it may have concerning the medical problems of any inmate.

## **7.0 MEDICAL CARE**

- 7.1 As used herein, "medical care" and "medical treatment" shall include medical and emergency care, as well as dental treatment and all prescribed drugs.
- 7.2 With regard to all medical care, it shall be the responsibility of Lincoln County to promptly pay for any medical bills incurred by any inmate, adult or juvenile, held for Lincoln County at CCDC or CCJDC.

- 7.3 CCDC and/or CCJDC are expressly authorized to direct any and all Healthcare Providers to bill Lincoln County directly for any medical care rendered to Lincoln County inmates. Lincoln County shall reimburse Curry County for any bill or expense paid by Curry County.
- 7.4 Lincoln County will obtain an authorization for medical care signed by the parent/guardian of each juvenile inmate providing Curry County the ability to direct medical care for the juvenile inmate.
- 7.5 Lincoln County inmates will receive the same medical treatment that is provided for Curry County inmates while incarcerated in the Detention Center.
- 7.6 If any Lincoln County inmate is determined to be in need of emergency care or hospital admission, said inmate will be taken to Plains Regional Medical Center in Clovis, New Mexico. CCDC staff will notify Lincoln County regarding arrangements made for such care. The cost of all care, including transportation, will be paid by Lincoln County. Curry County will not be responsible, and Lincoln County shall reimburse Curry County for any and all guard service provided by a Curry County Sheriff Deputy or Detention Officer for any inmate who is receiving medical care/attention.
- 7.7 Lincoln County inmates will not be allowed to participate in work release programs.

## **8.0 TRANSPORTATION**

- 8.1 Lincoln County shall be responsible for transferring and all costs and/or expenses incurred in transporting its inmates (adult and juvenile) to and from the Detention Center in Clovis, New Mexico.

## **9.0 PAYMENT**

- 9.1 Payment for the above specified services shall be remitted by Lincoln County to Curry County upon receipt of inmate billing. Billing information will be forwarded to Lincoln County at the beginning of each month. Lincoln County shall forward payments to Curry County within thirty (30) days of billing.
- 9.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Curry County and Lincoln County.
- 9.3 There shall be no surplus money on hand, in that funds will only be paid by invoices for services rendered.
- 9.4 There shall be no property acquired as the result of the joint exercise of power.

## **10.0 MODIFICATION**

- 10.1 This contract contains the entire agreement between the parties and shall not be modified in any manner, except by instrument signed by the parties or their respective successors-in-hand.

**11.0 NOTICES**

11.1 All notices required under this agreement shall be sent to:

Curry County Detention Center  
Attn: County Manager  
700 N. Main Street; Suite 10  
Clovis, NM 88101  
Fax: 575-763-3656  
Phone: 575-763-6016  
Email: [lpyle@currycounty.org](mailto:lpyle@currycounty.org)

Lincoln County Detention Center  
Attn: County Manager

\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

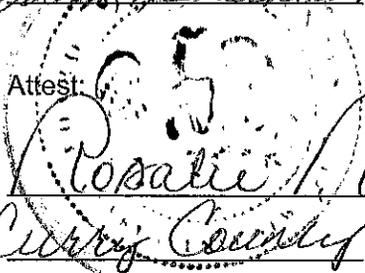
**IN WITNESS WHEREOF**, the agreement has been entered into this 16 day of  
Dec., 2014.

Board of Curry County Commissioners

Board of Lincoln County Commissioners

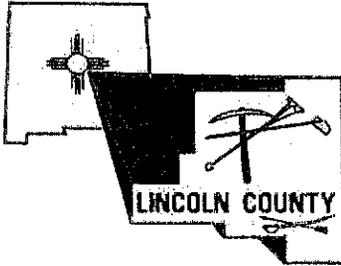
Frank H. Blackburn  
*Frank H. Blackburn* Chairman

\_\_\_\_\_  
\_\_\_\_\_, Chairman

Attest:  
  
Rosalie H. Pelesh  
*Rosalie H. Pelesh*  
Curry County, Clerk

Attest:  
\_\_\_\_\_  
\_\_\_\_\_, Clerk

Approved by:  
*[Signature]*  
\_\_\_\_\_  
RANDY KRUDEN, Curry County Attorney



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# County of Lincoln

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## Agenda Item No. 9

January 7, 2015

### MEMORANDUM

**TO:** County Commissioners

**FROM:** Nita Taylor, Lincoln County Manager *nt*

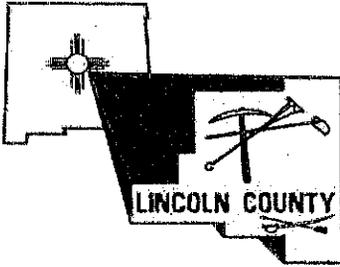
**SUBJECT:** Monthly Smokey Bear District Ranger Report

**Purpose:** To provide an opportunity for the Smokey Bear District Ranger, David Warnack, to present a monthly report.

### **Discussion:**

David Warnack may be present to update Commissioners and the public on activities in the District. His briefing may be at enclosure 1.

**Recommendation:** None – information only at this time.



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# County of Lincoln

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## Agenda Item No. 10

January 7, 2015

### MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Land Development Ordinance

**Purpose:** Tabled - To Reconsider the Proposed Land Development Ordinance

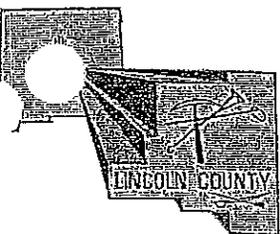
### **Discussion:**

At its July 15, 2014 Commission meeting, members of the Lincoln County Planning Commission ("LCPC") provided an interim report to the Commission to provide the status of their work. The LCPC determined that an ordinance governing the development of vacant tracts of land and lots (approximately 10,000) within the County is necessary to protect the health, safety and welfare of the residents of the County. Without such oversight, the LCPC feels that serious damage will occur to the water and environment of the County. It proposed a list of 9 items to be addressed by the Ordinance. See Enclosure 1.

The Commission directed the matter be brought back to them at its September, 2014 meeting, for further discussion and consideration.

At the September 2014 meeting, the item was tabled.

**Recommendation:** Un-table item, after discussion and consideration, provide direction to the County Planning Commission.



# COUNTY OF LINCOLN

## Planning Department

115 Kansas City Road, Ruidoso, New Mexico 88345 (575) 258-5934

To: Board of County Commissioners

Re: Land Development Ordinance

As per the directions from the Board of County Commissioners, The Lincoln County Planning Commission (LCPC) has been meeting to study the writing and implementation of a Land Development Ordinance. The following is an interim report to you to inform you of the status of our work.

The LCPC determined that an ordinance governing the development of vacant tracts of land and lots within the County is necessary in order to protect the health, safety and welfare of the residents of the County. There are approximately 10,000 existing lots/tracts that can be developed. Without oversight serious damage will occur to the water and environment of the County. The LCPC feels that an ordinance should cover the following items:

1. A permit shall be required for the development of any tract/lot that will disturb more than 1,000 square feet of soil and/or requires a building permit. The permit shall require the submittal of a site plan with supporting documents showing the water source, storm water control, erosion control, access, wildfire mitigation and compliance with County road standards.
2. Land not subject to the Subdivision Ordinance under the Exemption clause will be subject to this ordinance.
3. Building permits for structures shall conform to the requirements of the State of New Mexico or the Village of Ruidoso, whichever is applicable, and be submitted as part of the permit under this ordinance.
4. Water use from individual wells shall not exceed 0.25 acre feet per annum for use within structures on the tract/lot. All other water requirements shall be met with the use of gray water and water harvesting. Metering shall be required on all new wells.
5. A plan for erosion control/re-vegetation of disturbed soil shall be a part of the permit submittal.
6. A plan for the control of storm water runoff and erosion shall be a part of the permit submittal. All silt, debris and trash shall be retained on site. Storm water runoff exiting the tract/lot shall not increase in quantity or rate of flow due to development, nor shall the storm water quality be less than that of the undeveloped state.
7. Vegetation on the tract/lot shall conform to the current National Firewise guidelines.
8. All tracts/lots shall have access to a public roadway. Access to a public roadway via an easement shall require the construction of a road in the easement conforming to the requirements of the Subdivision Ordinance.
9. The ordinance shall contain provisions for enforcement, including penalties.

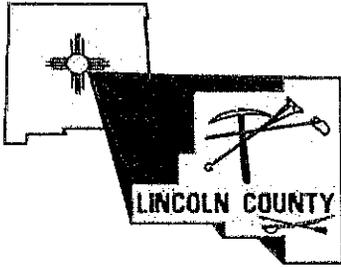
The permitting and enforcement will require additional staff and expense for the County. These costs can be mitigated with a permit fee.

The LCPC feels very strongly that if permitting and enforcement are not strict requirements, then the ordinance will be of little value.

The LCPC would be happy to meet with you at any time to discuss how we determined our view point. Thank you for considering this matter.

Respectfully submitted by the Lincoln County Planning Commission.

Encl 2



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

# *County of Lincoln*

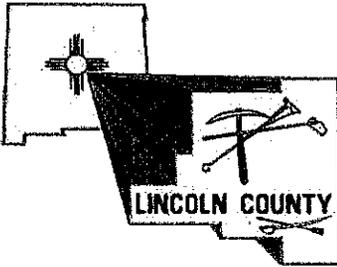
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## **Agenda Item No. 11**

### **SUBJECT**

**9:30 A.M.** Public Comment and Other Business from County Officials  
(Items are for discussion only – no action will be taken)



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# County of Lincoln

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## Agenda Item No. 12

January 7, 2015

### MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Lease Portion of County Owned Property to Private Individual for One Year

**Purpose:** **Tabled** – Commission consideration on the request to lease portion of former Lincoln County Abstract & Title Co. building for one year

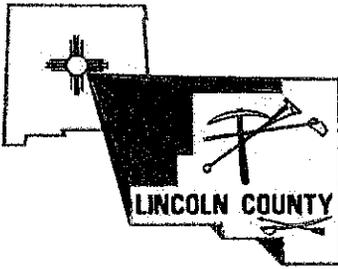
### **Discussion:**

At its November 19, 2014 Commission meeting, County Manager presented a request from Ms. Cecilia Grimes to lease a portion of the County owned property formerly known as the Lincoln County Abstract & Title Co. building for one year.

The Commission directed the matter be brought back to them at its January 2015 meeting, for further discussion and consideration.

Since its November meeting, the Extension Services has moved into that building due to the renovations being done to the Annex Building; the District Attorney is also using a significant portion of the space for storage during this interim period of time.

**Recommendation:** Un-table item, and decline to consider the request from Ms. Cecilia Grimes to rent that space, as the county has made arrangements for this building to be used for County purposes.



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# County of Lincoln

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## AGENDA ITEM 13

January 7, 2014

### MEMORANDUM

**TO:** County Commissioners

**FROM:** Nita Taylor, Lincoln County Manager *NT*

**SUBJECT:** Sole Community Provider/ Safety Net Care Pool & Indigent Health Care Claims

**Purpose:** To obtain the approval from the IHC Board of Sole Community Provider/SNCP Payments, and the Indigent Health Care (IHC) Payments.

### Discussion:

**Sole Community Provider/SNCP Payments:** This month our coordinator processed Eleven (11) claims, all of which are recommended for approval. If approved, the total recommended authorization this month is **\$37,400.93**. See Enclosure. 1.

**Indigent Health Care Claims:** This month our coordinator processed eleven (11) claims, all of which are recommended for approval. If approved, total recommended for payment this month is **\$3,902.52**. At Enclosure 2 is a summary of total applications approved and denied. At Enclosure 3 is the summary of the Indigent Fund Meeting for January that each lists the applications by provider.

**Manager's Analysis** – For the last two years, the average Indigent Health Care monthly payments were **\$24,262** and **\$16,919** respectively. The FY 13-14 year-end total was **\$203,029.23**. Our budget for FY14 – 15 is \$393,278. To date, the total expenditure is \$36,415.49 or an average of \$5,202.21 monthly.

Similarly, for the last two fiscal years, the total Commission-approved Sole Community Provider Claims were **\$1,371,890** and **\$1,034,535** respectively. The FY 13 - 14 monthly average was **\$86,211**. To date, the total authorization is \$174,213.81 or an average of \$24,887.69 a month.

**Recommendation:** Approve the claims as indicated for the Sole Community Provider/SNCP report at Enclosure 1 and approve the Indigent Health Care Program report as indicated at Enclosure 2.

Approved: \_\_\_\_\_  
Commission Chair

# SCP / SAFETY NET CARE POOL CLAIMS FISCAL YEAR 2014 - 2015

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$136,812.88

ADJUSTMENTS

TOTAL ADJUSTMENTS: \$0.00 \$0.00

JANUARY # CLAIMS FOR APPROVAL	11
# CLAIMS FOR DENIAL	0
JANUARY # TOTAL CLAIMS	11

JANUARY TOTAL \$ AMOUNT APPROVED \$37,400.93

TOTAL # CLAIMS THIS FY APPROVED	148
TOTAL # CLAIMS THIS FY DENIED	8
TOTAL # CLAIMS FY 2014 - 2015	156

TOTAL APPROVED THIS FISCAL YEAR \$174,213.81

ENCL 1

FACILITY: LINCOLN COUNTY MEDICAL CENTER 01/13/2015 THROUGH 01/13/2015

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
20852	12/21/2014	1158.00	891.66	077%
20853	12/23/2014	5889.00	4534.53	077%
20854	12/08/2014	625.00	481.25	077%
20855	12/08/2014	72.00	55.44	077%
20841	09/26/2014	60.60	46.66	077%
20842	12/09/2014	50.00	38.50	077%
20843	08/27/2014	336.00	258.72	077%
20856	12/15/2014	720.00	554.40	077%
20860	12/19/2014	76211.34	29445.60	039%
20862	08/01/2014	187.00	143.99	077%
20861	12/20/2014	1234.00	950.18	077%
			37400.93	

APPROVED- 11 REJECTED-

# INDIGENT HEALTH CARE CLAIMS FISCAL YEAR 2014 - 2015

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$32,512.97

ADJUSTMENTS

## TOTAL ADJUSTMENTS:

JANUARY # CLAIMS FOR APPROVAL	11
# CLAIMS FOR DENIAL	0
JANUARY # TOTAL CLAIMS	11

JANUARY TOTAL \$ AMOUNT APPROVED \$3,902.52

TOTAL # CLAIMS THIS FY APPROVED	60
TOTAL # CLAIMS THIS FY DENIED	15
TOTAL # CLAIMS FY 2014 - 2015	75

CURRENT TOTAL APPROVED THIS FISCAL YEAR \$36,415.49  
\*Assuming the above is approved

FACILITY: ANESTHESIA ASSOCIATES OF NM 01/13/2015 THROUGH 01/13/2015

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
20840	09/29/2014	992.00	157.20	016%
20857	12/04/2014	992.00	763.84	077%
20858	12/09/2014	868.00	668.36	077%
20859	12/16/2014	1116.00	859.32	077%
20851	12/16/2014	1116.00	176.85	016%
			2625.57	

APPROVED- 5 REJECTED-

FACILITY: DONA ANA MEDICAL SUPPLY DBA LINC 01/13/2015 THROUGH 01/13/2015

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
20845	11/04/2014	178.24	178.24	100%
			178.24	

APPROVED- 1 REJECTED-

FACILITY: NEW MEXICO ONCOLOGY HEMATOLOY 01/13/2015 THROUGH 01/13/2015

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
20847	09/11/2014	1127.01	867.80	077%
20848	10/29/2014	50.00	38.50	077%
20849	11/19/2014	50.00	38.50	077%
20850	12/04/2014	100.90	77.69	077%
			1022.49	

APPROVED- 4 REJECTED-

FACILITY: PRESBYTERIAN HOSPITAL 01/13/2015 THROUGH 01/13/2015

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
20844	11/10/2014	98.99	76.22	077%
			76.22	

APPROVED- 1 REJECTED-

YTP

INDIGENT FUND MEETING

JANUARY 13, 2015

TOTAL APPLICATIONS	244	210,629.30
TOTAL APPROVED	218	
TOTAL DENIED	26	
ALBUQUERQUE		
ANESTHESIA ASSOCIATES OF NM		
APPROVED-	9	3,588.42
DENIED-		
RUIDOSO		
DONA ANA MEDICAL SUPPLY DBA LINC		
APPROVED-	1	178.24
DENIED-		
ROSWELL		
EASTERN NM MEXICO MEDICAL CNTR.		
APPROVED-	2	3,239.13
DENIED-		
ALAMOGORDO		
GERALD CHAMPION REGIONAL MED CTR		
APPROVED-	5	6,915.34
DENIED-		
RUIDOSO		
LC AMBULANCE-PRES HEALTH SVCS		
APPROVED-	5	1,952.17
DENIED-	2	
RUIDOSO		
LINCO MEDICAL & SUPPLY, INC		
APPROVED-	16	1,317.21
DENIED-		
RUIDOSO		
LINCOLN COUNTY FAMILY MEDICAL		
APPROVED-		
DENIED-	7	
RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		
APPROVED-	148	174,213.81
DENIED-	7	
ALTO		
LINCOLN COUNTY RADIOLOGY		
APPROVED-	10	755.89
DENIED-		
RUIDOSO		
MICHAEL P CLEMENTS, M.D.		
APPROVED-	1	48.02
DENIED-	6	

ALBUQUERQUE NEW MEXICO ONCOLOGY HEMATOLOY APPROVED- DENIED-	12 4	3,904.36
ROSWELL PATHOLOGY CONSULTANTS OF NM APPROVED- DENIED-	1	679.33
ALBUQUERQUE PRESBYTERIAN HOSPITAL APPROVED- DENIED-	6	13,051.86
ALBUQUERQUE UNM HEALTH SCIENCES CTR APPROVED- DENIED-	2	785.52

INDIGENT FUND MEETING

JANUARY 13, 2015

TOTAL APPLICATIONS	22	41,303.45
TOTAL APPROVED	22	
TOTAL DENIED		

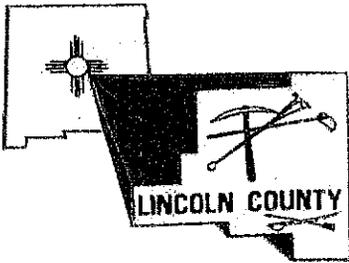
ALBUQUERQUE ANESTHESIA ASSOCIATES OF NM		
APPROVED-	5	2,625.57
DENIED-		

RUIDOSO DONA ANA MEDICAL SUPPLY DBA LINC		
APPROVED-	1	178.24
DENIED-		

RUIDOSO LINCOLN COUNTY MEDICAL CENTER		
APPROVED-	11	37,400.93
DENIED-		

ALBUQUERQUE NEW MEXICO ONCOLOGY HEMATOLOY		
APPROVED-	4	1,022.49
DENIED-		

ALBUQUERQUE PRESBYTERIAN HOSPITAL		
APPROVED-	1	76.22
DENIED-		



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# County of Lincoln

P.O. Box 711 • 300 Central Ave. • Carrizozo, New Mexico 88301-0711 • (575) 648-2385

## Agenda Item No. 14

January 8, 2015

### MEMORANDUM

**TO:** County Commissioners

**FROM:** Nita Taylor, Lincoln County Manager *NT*

**SUBJECT:** Month-to-Month Lease of Portion of Building Located at 307 13<sup>th</sup> Street, Carrizozo, for Temporary Housing of District Attorney Staff

**Purpose:** Obtain Commission Approval to Lease Building at 307 13<sup>th</sup> Street, Carrizozo

### Discussion:

At its December 16<sup>th</sup> meeting, the Commission discussed the housing needs for the Office of the District Attorney in Lincoln County ("DA"). The Commission directed that the County Annex Building, which currently housed the DA and County Offices, undergo immediate remediation and renovation. As this effort is estimated to take from three to four months, temporary space in Carrizozo would be needed for both the DA's Staff and the County Staff. The Commission deferred the matter of leasing additional space or conducting additional renovation on other County buildings until January, 2015.

County staff has been temporarily relocated to other County buildings in Carrizozo. Adequate space at 307 13<sup>th</sup> Street (NRCS Building) that is satisfactory to District Attorney Martwick is available for the County to lease for \$1,775.05 per month. This space is available immediately.

**Recommendation:** Direct Manager to enter into a month-to-month Lease Agreement between ZOZO Properties, LLC and the County of Lincoln for \$1,775.05 for a period not to exceed four months without further approval.

**LEASE AGREEMENT**  
**between**  
**ZOZO PROPERTIES, LLC**  
**and**  
**THE COUNTY OF LINCOLN**

**THIS LEASE AGREEMENT** is made and entered into by and between ZOZO PROPERTIES, LLC., a New Mexico limited liability company, whose address is P.O. Box 396, Carrizozo, New Mexico 88301 (hereinafter designated as "Lessor"), which shall include Lessor's heirs, executors, administrators, assigns and successors in interest, and THE COUNTY OF LINCOLN, a political agency or subdivision of the State of New Mexico, whose address is P.O. Box 711, Carrizozo, New Mexico 88301 (hereinafter designated as "Lessee"), which shall include Lessee's heirs, executors, administrators, assigns and successors in interest.

**WHEREAS**, Lessor, owns a building situated on land owned by the Lessor within the Town of Carrizozo, County of Lincoln, State of New Mexico; and

**WHEREAS**, Lessee proposes to lease the property for the purpose of providing adequate quarters for the operation of the district attorney's office of the Twelfth Judicial District located in Carrizozo, New Mexico.

**NOW, THEREFORE**, Lessee and Lessor agree as follows:

1. **DEMISE OF PREMISES**

Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, Lessee's heirs, executors, administrators, assigns, and successors in interest, and upon the terms and conditions herein contained, does hereby let, lease, and demise to Lessee, a portion of the premises having an address of 307 12<sup>th</sup> Street, Carrizozo, New Mexico consisting of approximately 1355 sq. ft. plus a "shared use" area consisting of approximately 320 sq. ft. with the Department of Agriculture/NRCS field office. Locks will provide access to the "shared area." The restrooms, entrances and parking area are ADA compliant.

Lessee acknowledges and agrees that access to and parking around the premises is shared and will not be considered exclusive to Lessee. Lessee hereby agrees not to utilize the leased premises in such a way that it interferes with the other Lessees' use of any other leased property.

2. **TERM OF LEASE**

The term of this Lease shall be on a month-to-month basis beginning on the 15<sup>th</sup> day of January, 2015, and continuing upon the mutual agreement between the parties as to the terms and conditions, and so long as Lessee has abided by the terms and conditions of this Lease and is not in default hereunder.

Lessee hereby agrees to give Lessor at least thirty (30) days written notice of Lessee's intent to terminate this Lease and to vacate the premises.

### 3. RENT

Lessee hereby agrees to pay to Lessor, without demand, the sum of \$1,775.05 per month, (1355 sq. ft. at \$1.31 per sq. ft.) which sum shall be delivered to Lessor by either check, cash or direct deposit on the 15<sup>th</sup> day of each month beginning with the 15<sup>th</sup> day of January, 2015 and continuing to be due on the 15<sup>th</sup> day of each month during the term of this Lease.

Lessee agrees to pay a two percent (2%) per year increase to be factored in on each yearly anniversary date (January 15<sup>th</sup>).

Lessee agrees that in the event any payment due and owing under this Lease is ten (10) days past due, Lessor, at Lessor's sole option, may immediately terminate this Lease.

All of the rent shall be paid by Lessee to Lessor in lawful money of the United States to Zozo Properties, LLC, P.O. Box 396, Carrizozo, New Mexico 88301, or at such other place as Lessor may designate from time to time for this purpose.

### 4. LATE CHARGES

Lessee shall pay a late charge in the amount of Fifty & No/100 Dollars (\$50.00) for any payment of the rent not made within five (5) days after the due date. This charge is in addition to any other rights or remedies of the Lessor.

### 5. SECURITY DEPOSIT

No security deposit is required.

### 6. USE OF PREMISES

Lessee hereby agrees and covenants with Lessor to use and occupy the said premises for the purpose of office space and for no other purpose without first obtaining the written consent of Lessor therefor; to conform and comply with all applicable municipal, State and Federal ordinances, laws, rules, and regulations in using the said premises; and not to use or suffer to be used the said premises in any manner in contravention of any applicable municipal, State or Federal ordinances, laws, rules, or regulations, or so as to create any nuisance, or so as to tend to increase the existing rate of fire insurance for the said demised premises.

Lessee hereby agrees that, upon termination of this Lease, the leased premises shall be left in the same or better condition as when the Lease began.

Lessee further agrees, at no cost to Lessor, to acquire all renovation, construction and

business related permits, licenses and approvals required by the Town of Carrizozo and the State of New Mexico to complete any repairs or improvements, if said repairs and/or improvements have been approved by Lessor.

#### **7. CONDITION OF PREMISES AND REPAIRS**

Lessee hereby agrees and covenants with Lessor that Lessee has examined the said premises prior to the execution hereof, knows the condition thereof, and acknowledges that Lessee has received the said demised premises "as is" and that no representation or warranty as to the condition or repair of the said premises has been made by Lessor, and at the expiration of the term of this Lease, or any renewal or extension thereof, Lessee will yield up peaceably the said premises to Lessor in as good order and condition as when the same were entered upon by Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted; that Lessee will keep the said premises in good order and repair during the term of this Lease, or any extension or renewal thereof, at Lessee's own expense and will repair and replace promptly any and all damage caused by Lessee, its agents, employees, and invitees that may occur from time to time; if such repairs and replacements have not been made within fifteen (15) days after the occurrence of damage, Lessor may, at Lessor's option, make such repairs and replacements, and Lessee hereby agrees and covenants to repay the cost thereof to Lessor on demand. Lessee hereby agrees to maintain the interior of the leased premises.

#### **8. LIABILITY OF LESSOR**

Lessee hereby agrees and covenants with Lessor that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the said premises, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the said premises. Further, Lessee hereby agrees and covenants with Lessor that Lessor shall not be liable for any damage to the said demised premises, or to any part thereof, or to any property or effects therein or thereon and Lessee hereby agrees and covenants to indemnify and save harmless Lessor from any and all claims and liability for any damage to the said demised premises, or to any part thereof, or to any property or effects therein or thereon.

#### **9. LIABILITY ALLOCATION**

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

#### **10. MAINTENANCE**

Lessor shall, at the Lessor's sole cost and expense, maintain the Premises and area consistent with standard practices of like properties, and in accordance with all applicable codes.

**11. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

Lessee hereby agrees and covenants with Lessor that Lessee shall not make, or suffer or permit to be made, any alterations, additions, or improvements whatsoever in or about the said demised premises without first obtaining the written consent of Lessor therefor; provided, however, that such consent, if given, shall be subject to the express condition that any and all alterations, additions and improvements shall be done at Lessee's own expense and in accordance and compliance with all applicable municipal, state and federal ordinances, laws, rules, and regulations, and that Lessee hereby covenants and agrees with Lessor that no liens of mechanics, materialmen, laborers, architects, artisans, contractors, sub-contractors, or any other lien of any kind whatsoever shall be created against or imposed upon the said demised premises, or any part thereof, and that Lessee shall indemnify and save harmless Lessor from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against Lessor or against said demised premises on account of or arising out of such alterations, additions or improvements.

**12. OWNERSHIP OF ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

Lessee hereby agrees and covenants with Lessor that any and all alterations, additions, and improvements, except shelving and moveable furniture, made at Lessee's own expense after having first obtained the written consent of Lessor therefor, in accordance with the provisions contained in Paragraph 10, hereof, whether attached to the walls, floors, premises, or not, shall immediately merge and become a permanent part of the realty, and any and all interest of the Lessee therein shall immediately vest in Lessor, and all such alterations, additions, and improvements shall remain on the said premises and shall not be removed by Lessee at the termination of this Lease. The shelving and/or moveable furniture, which Lessee is privileged to remove, must be removed by Lessee at Lessee's expense on or before the termination of this Lease.

**13. LESSOR'S RIGHT OF ENTRY AND TO MAKE ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

Lessee hereby agrees and covenants with Lessor that Lessor, Lessor's heirs, executors, administrators, assigns, agents, attorneys, and successors in interest shall have the right at any time to enter upon the said premises to inspect the same and to make any and all improvements, alterations, and additions of any kind whatsoever upon the said premises, providing such improvements, alterations and additions are reasonably necessary or convenient to the use to which the said premises are being put at the time, but at no time shall Lessor be compelled or required to make any improvements, alterations, or additions.

**14. ASSIGNMENT AND SUBLETTING**

Lessee hereby agrees and covenants with Lessor that neither Lessee nor Lessee's heirs, executors, administrators, assigns, or successors in interest shall assign this Lease or sublet the said demised premises, in whole or in part, without first obtaining the written consent of Lessor therefor; that no assignment of this Lease or any subletting of the said demised premises in whole or in part,

shall be valid, except by and with the written consent of Lessor first obtained; that the consent of Lessor to any such assignment or subletting shall not operate to discharge Lessee, or any one of them, or Lessee's heirs, executors, administrators, assigns, or successors in interest from their liability upon the agreements and covenants of this Lease, and Lessee, Lessee's heirs, executors, administrators, assigns, and successors in interest shall remain liable for the full and complete performance of all of the terms, conditions, covenants, and agreements herein contained; that any consent of Lessor to any such assignment or subletting shall not operate as a consent to further assignment or subletting or as a waiver of this covenant and agreement against subletting; and that following any such assignment or subletting, the assignee and/or sublettee shall be bound by all of the terms, conditions, covenants, and agreements herein contained including the covenant against assignment and subletting.

#### 15. UTILITY AND OTHER CHARGES

A. Lessor, or its designee, agrees to promptly pay all utility charges and janitorial services which may be incurred in connection with lessee's use of the Property, and will indemnify Lessee and hold Lessee harmless therefrom. The term "utilities" includes, but is not limited to, water, gas, electric and water disposal.

B. Lessee agrees to pay any and all fees incurred for computer and telephone services including, but not limited to, installation, maintenance and operating fees.

#### 16. TAXES, OTHER ASSESSMENTS, AND INSURANCE

Lessee and Lessor hereby covenant and agree that all taxes and other assessments of whatsoever kind and nature which have been or may be levied upon the said demised premises and upon any alterations, additions and improvements thereon shall be paid by Lessor at the time when the same shall become due and payable, and that all taxes and other assessments of whatsoever kind and nature which have been or may be levied upon the personal property located upon the said demised premises shall be paid by Lessee at the time when the same shall become due and payable. Lessee, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with Lessor to carry and maintain in full force and effect during the term of this Lease and any extension or renewal thereof at Lessee's expense, public liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to Lessor, with limits of coverage of not less than \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate for the benefit of both Lessor and Lessee as protection against all liability claims arising from the premises, causing Lessor to be named as an additional-named insured on such policy of insurance, and delivering a copy thereof to Lessor. Lessee hereby agrees and covenants with Lessor to carry and maintain in full force and effect during the terms of this Lease and extension or renewal thereof at Lessee's expense, vehicle insurance for all vehicles located on the leased premises with limited of coverage of not less than \$500,000.00 per occurrence as protection against all vehicle related claims arising from the premises, causing Lessor to be named as an additional-named insured on such policy of insurance, and delivering a copy thereof to Lessor. Fire and extended coverage insurance upon all buildings, alterations, additions, and improvements upon the said premises shall be provided

for by Lessor at Lessor's expense. Fire and extended coverage insurance upon all the contents and other personal property situated upon the said premises shall be provided for by Lessee at Lessee's expense.

#### **17. HOLDING OVER**

Lessee agrees and covenants with Lessor that no holding over by Lessee after the expiration of this Lease, or any renewal or extension thereof, whether with or without the consent of Lessor, shall operate to extend or renew this Lease, and that any such holding over shall be construed as a tenancy at will at the monthly rental which shall have been payable at the time immediately prior to when such holding over shall have commenced and such tenancy shall be subject to all the terms, conditions, covenants and agreements of this Lease.

#### **18. BANKRUPTCY AND CONDEMNATION**

Lessee hereby agrees and covenants with Lessor that should Lessee make an assignment for the benefit of creditors or should be adjudged a bankrupt, either by voluntary or involuntary proceedings, or if otherwise a receiver should be appointed by any court of competent jurisdiction for Lessee because of any insolvency, the occurrence of any such event shall be deemed a breach of this Lease, and in such event, Lessor shall have the option to forthwith terminate this Lease and to re-enter the said demised premises and take possession thereof, whereupon Lessee shall quit and surrender peaceably the said demised premises to Lessor. In no event shall this Lease be deemed an asset of Lessee after adjudication in bankruptcy, the appointment of a receiver, or the assignment for the benefit of creditors. Further, Lessee hereby covenants and agrees with Lessor that in the event the said demised premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate, as to the part so taken, as of the date title shall vest in the said public authority, and the rental reserved shall be adjusted so that Lessee shall be required to pay for the remainder of the term that portion of the rent reserved in the proportion that the said demised premises remaining after the taking, damaging or condemnation bears to the whole of the said demised premises before the taking, damaging or condemnation. All damages and payments resulting from the said taking, damaging or condemnation of the said demised premises shall accrue to and belong to Lessor, and Lessee shall have no right to any part thereof.

#### **19. DESTRUCTION**

Lessee agrees and covenants with Lessor that if at any time during the term of this Lease, or any extension or renewal thereof, the said demised premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then Lessor shall have the option to rebuild or repair the same, provided such rebuilding or repairing shall be commenced within the period of thirty (30) days after notice in writing to Lessor of such destruction or damage, and to rebuild or repair the same in as good condition as they were immediately prior to such calamity. In such case, a just and proportionate part of the rental herein specified shall be abated until such demised premises shall have been rebuilt and repaired. In case, however, Lessor shall within thirty (30) days following notice in writing to him of such damage elect not to rebuild or repair said premises, Lessor shall so

notify Lessee and, thereupon, this Lease shall terminate and become null and void.

## 20. SIGNS

Lessor and Lessee covenant and agree that Lessee may at Lessee's own expense erect and maintain a sign or signs to carry out the purpose for which Lessee is leasing the said demised premises provided, however, the location, type and design of all exterior signs shall be first approved in writing by Lessor and shall comply with the rules and regulations of the City of Ruidoso Downs. Upon the expiration of this Lease, or any renewal or extension thereof, Lessee shall remove such sign or signs and shall repair any damage to the premises caused thereby at Lessee's own expense. Further, at any time within thirty (30) days prior to the termination of this Lease, or any renewal or extension thereof, Lessor shall have the right to place upon any part of said demised premises any "For Rent" or "For Lease" signs that Lessor may select. Lessee hereby agrees to abide by all municipal ordinances as they may relate to the size, type, and placement of signs on the subject property.

## 21. TERMINATION

It is expressly understood and agreed between the parties aforesaid, that if the above rent, or any part thereof, shall be behind or unpaid on the day of payment whereon the same becomes due, or if default shall be made in any of the covenants or agreements herein contained to be kept by Lessee, Lessee's executors, administrators, agents, attorneys, assigns, or successors in interest, Lessor shall have the option at Lessor's election to declare said term ended and to re-enter the said premises, or any part thereof, either with or without process of law, to expel, remove, and put out, the Lessee, or any other person or persons occupying the same, using such force as may be necessary in so doing, and to repossess and enjoy the same premises again as in its first and former state, and retain for any rent that may be due thereon any property belonging to Lessee, whether the same be exempt from execution and distress by law or not, and Lessee in that case hereby waives any and all legal rights which Lessee now has or may have, to hold or retain any such property under any exemption laws now in force in the State, or in any other way; meaning and intending hereby to recognize in Lessor, Lessor's heirs, executors, administrators, assigns, or successors in interest, a valid first lien as provided in the laws of New Mexico, upon any and all goods, chattels, and other property belonging to Lessee and located in said premises as security for the payment of said rent and fulfillment of the faithful performance of conditions in the manner aforesaid, anything hereinbefore mentioned to the contrary notwithstanding. And if at any time said term shall be ended at such election of Lessor, Lessor's heirs, executors, administrators, assigns, or successors in interest, as aforesaid, or in any other way, Lessee, Lessee's heirs, executors, administrators, assigns or successors in interest, do hereby covenant and agree to surrender and deliver up the above-described premises and property peaceably to Lessor, Lessor's heirs, executors, administrators, assigns, or successors in interest, immediately upon the termination of said term as aforesaid, and if Lessee shall remain in possession of the same ten (10) days after notice of such default, or after the termination of the Lease in any of the ways above named, Lessee shall be deemed guilty of a forcible detainer of said premises under the statute and shall be subject to all the conditions and provisions above named, and the eviction and removal, forcible or otherwise, with or without process of law as above stated. And it is further

covenanted and agreed by and between the parties hereto that the Lessee shall pay and discharge reasonable costs, attorney's fees, and expenses that shall arise from enforcing the covenants of this indenture by Lessor, Lessor's heirs, executors, administrators, assigns, or successors in interest.

**22. FAILURE TO TERMINATE**

Lessee, for and in consideration of this Lease and the demise of the said premises, agrees and covenants, with Lessor that the failure, neglect, or omission of Lessor to terminate this Lease for any one or more breaches of any of the covenants hereof, shall not be deemed a consent by Lessor of such breach and shall not stop, bar, or prevent Lessor from thereafter terminating this Lease, either for such violation or for prior or subsequent violation of any covenant hereof.

**23. ATTORNEY'S FEES**

If any action shall be brought to recover any rental under this Lease, or for or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, a reasonable attorneys' fee.

**24. NOTICES**

Any notice of other communication to be given under this Lease by either party to the other shall be deemed to have been properly given only when made in writing and personally delivered to an officer of the respective parties, or when sent by certified mail or nationally prominent air courier, postage or fees prepaid, and addressed to the respective parties at their addresses shown in the opening paragraph of this Lease. Either party may, by written notice given at any time or from time to time, require subsequent notices and other communications to be given to a particular person on behalf of such party, or delivered to a different address, or both. Any such notice or other communication shall be deemed to be served or given for all purposes hereunder at the time such notice of communication is delivered.

**25. BINDING ON HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND SUCCESSOR IN INTEREST**

It is covenanted and agreed by and between the parties hereto that the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, assigns, and successors in interest of the parties to this Lease.

**26. THIS LEASE EMBODIES ALL AGREEMENTS BETWEEN THE PARTIES**

It is covenanted and agreed by and between the parties hereto that this Lease incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and that all such covenants, agreements, and understandings have been merged into this written Lease. No prior agreement or understanding, verbal or otherwise, of the parties or their

agents shall be valid or enforceable unless embodied in this Lease.

**27. AMENDMENTS**

It is covenanted and agreed by and between the parties hereto that this Lease shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

**28. BREACH OF AGREEMENT**

In the event either party should breach this Lease and the other party should prevail in the enforcement of their rights hereunder, then said prevailing party shall be entitled to their reasonable attorney fees and costs incurred in obtaining such enforcement.

**29. CAPTIONS**

The captions or headings in this Lease are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Lease.

**30. GOVERNING LAW**

This Lease shall be governed and construed under the laws of the State of New Mexico.

**31. CONSTRUCTION**

Each party has cooperated in the drafting and preparation of this Real Estate Lease Agreement. In any construction to be made of this Agreement, the same shall not be construed against any party on the basis of that party being the "drafter." All pronouns and relative words used in this Agreement shall, where appropriate, be read as if written in the plural, and shall be construed to refer to either the masculine or feminine or neuter gender as the context may require.

**32. EXECUTION OF AGREEMENT**

This Agreement may be executed in any number of counterparts, each of which will be deemed an original.

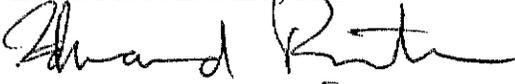
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

**LESSOR:**

**LESSEE:**

ZOZO PROPERTIES, LLC

COUNTY OF LINCOLN  
BOARD OF COUNTY COMMISSIONERS



By: Edward Pieters *OMER GIBSON*  
Its: Co-Managing Partners

By:  
Its:

Attest: 

Attest:

---

Secretary

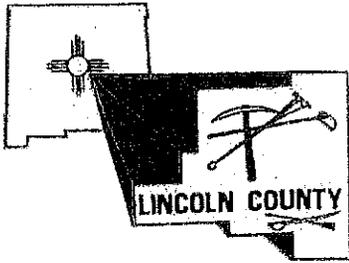
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Rhonda Burrows  
Lincoln County Clerk

Approved as to form and correctness;

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Alan P. Morel  
County Attorney



www.lincolncountynm.net

# County of Lincoln

P.O. Box 711 • 300 Central Ave. • Carrizozo, New Mexico 88301-0711 • (575) 648-2385

## Agenda Item No. 15

January 8, 2015

### MEMORANDUM

**TO:** County Commissioners

**FROM:** Nita Taylor, Lincoln County Manager 

**SUBJECT:** Secondary Emergency Notification System Services

**Purpose:** Obtain Commission Approval to Enter into Agreement with the Village of Capitan, Town of Carrizozo and Village of Corona for Secondary Emergency Notification System Services

### **Discussion:**

The County of Lincoln has entered into an agreement with "eDispatches" for a secondary, redundant notification system. This system provides a secondary notification of the primary dispatch or notification from the County's dispatcher located at the Sheriff's office. This technology allows the recipient of the dispatch to access it after the fact in the circumstance that it was unclear, the recipient was out of range, or if the dispatch simply needs to be replayed. This is designed solely as a secondary notification and will not be utilized as a primary or critical means of notification.

The County of Lincoln's Office of Emergency Services, the Village of Capitan, the Town of Carrizozo and the Village of Corona are interested in this service being available County-wide to ensure a secondary or redundant notification system. The County Volunteer Fire Departments will also participate in this system. During the first term of this Agreement, the cost to each recipient will be an annual sum not to exceed \$400.

**Recommendation:** Direct County Manager to enter into Agreement with the Village of Capitan, the Town of Carrizozo and the Village of Corona for "eDispatches" secondary notification system services.

**AGREEMENT BETWEEN  
COUNTY OF LINCOLN, VILLAGE OF CAPITAN,  
TOWN OF CARRIZOZO AND VILLAGE OF CORONA  
FOR SECONDARY EMERGENCY NOTIFICATION SYSTEM SERVICES**

**THIS AGREEMENT** is entered into by and between the **COUNTY OF LINCOLN**, (hereinafter referred to as the “County”), the **VILLAGE OF CAPITAN**, the **TOWN OF CARRIZOZO**, and the **VILLAGE OF CORONA** (hereinafter collectively referred to as the “Recipients”).

**WHEREAS**, the County has entered into an agreement with eDispatches, a division of Penguin Management, Inc., whose principal place of business is 2 Kiel Ave., #303, Kinnelon, NJ 07405, (hereinafter “eDispatches”), for secondary notification system services; and

**WHEREAS**, the County is desirous of offering the secondary notification system services provided by eDispatches to Recipients for an annual fee as set out in Paragraph 2 of this Agreement; and

**WHEREAS**, the Recipients are desirous of also receiving the secondary notification services provided by eDispatches and each agree to pay the annual fee as set out in Paragraph 2 this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein the parties agree as follows:

**1. SCOPE OF SERVICES.**

A. Dispatches provides secondary notification services which include, but are not limited to including, but not limited to, Voice Notification, Text Notification, App. Notification, Priority Messaging, CAD Relay, Streaming Audio and/or others.

B. The services provided by eDispatches is designed as *a secondary notification system* and the service will not be utilized as a primary or critical means of notification or response to any incident or in any other situation in which failure of this service to perform as expected may result in injury, loss of life, loss or damage to property, loss of revenue, loss of business, or other hardship of any kind.

C. The alert phone calls made by eDispatches may be recorded for troubleshooting, quality control and quality assurance purposes.

**2. COST OF SERVICES.**

During the first term of this Agreement, Recipients agree to pay to the County an annual sum not exceeding \$400.00 for the secondary notification services provided by eDispatches. In the event that the County receives notice from eDispatches of any

increase in fees for services provided by eDispatches, the increase shall be allocated evenly among the County and Recipients.

The annual payment due from Recipients for each subsequent yearly renewal of this Agreement shall be negotiated and agreed to between all parties to this Agreement.

### **3. TERM.**

This Agreement shall become effective when signed by all parties hereto. The initial term of this Agreement is one (1) year and shall continue in full force until such time as it is terminated or modified as provided herein. This original Agreement may be renewed and the terms renegotiated by the parties hereto for up to three (3) additional one (1) year terms.

### **4. INDEMNIFICATION.**

To the fullest extent permitted by law, the parties hereby agree to defend, indemnify and hold harmless each other, including their principals, agent, employees and officers, from and against any and all claims, demands, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the performance of this Agreement.

### **5. NO REPRESENTATIONS/LIMITATION OF LIABILITY.**

A. Unless expressly detailed in the description of a specific deliverable, the County makes no warranties, representations or guarantees of any kind, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose, regarding the services to be performed or deliverables to be provided hereunder or the functionality, performance, suitability or capability of any computer software and/or hardware owned, leased or used by the County and/or provided or suggested by eDispatches.

B. In no event will the County or any principal, officer, director, agent, employee or contractor thereof be liable to Recipients or any third party for any incidental or consequential damages (including without limitation, indirect, special, punitive or exemplary damages for loss of business, loss of profits, business interruption, or loss of business information) arising out of or relating to this Agreement or County's services or deliverables hereunder, or any errors or omissions therein or relating thereto, even if the County has been advised of the possibility of such damages.

C. Any liability of the County, its affiliates, licensors, employees, agents or contractors, including without limitation, any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission,, computer virus, communications line failure, theft or destruction of, unauthorized access to, alteration of, or use of records or data, or for breach of contractor, tortious behavior, negligence, or under

any other cause of action, shall be strictly limited to the immunities and limitations of the New Mexico Tort Claims Act.

**6. SCOPE OF AGREEMENT.**

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.

**7. TERMINATION.**

A. This Agreement may be terminated by the County with respect to any or all of the Recipients hereto without cause upon thirty (30) days written notice by the County to the Recipient(s) to be terminated as a party to this Agreement via certified mail with a copy of said notice of termination to all other Recipients to this Agreement.

B. This Agreement may be terminated by any or all of the Recipients without cause upon thirty (30) days written notice to the County via certified mail to the Lincoln County Manager at P.O. Box 711, Carrizozo, New Mexico 88301. The terminating party shall also provide notice of its election to terminate to all other parties to this Agreement.

**8. ASSIGNMENT.**

Recipients hereto shall not assign or transfer any interest in this Agreement without the prior written approval of the County.

**9. AMENDMENT.**

This Agreement shall not be altered, changed or amended except by written mutual consent of the parties hereto.

**10. APPLICABLE LAW.**

The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G).

**11. SEVERABILITY.**

Should any part of this Agreement be determined invalid or unenforceable by a court, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

**12. 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.

**13. NOTICES.**

Any notice required to be given 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:

Nita Taylor, Lincoln County Manager  
for County of Lincoln  
P.O. Box 711  
Carrizozo, NM 88301

Alan P. Morel, Legal Counsel  
County of Lincoln  
P.O. Box 1030  
Ruidoso, NM 88355

Dennis Haskell, Mayor  
for the Village of Capitan  
P.O. Box 246  
Capitan, NM 88316

Wes Lindsey, Mayor  
for the Town of Carrizozo  
P.O. Box 247  
Carrizozo, NM 88301

Bill Hignight, Mayor  
For the Village of Corona  
P.O. Box 37  
Corona, NM 88318

**14. CONSTRUCTION.**

This Agreement shall not be construed against any party for having drafted it or for having the Agreement drafted by such party's counsel.

**15. AUTHORITY.**

The individual(s) executing this Agreement represent and warrant that he or she has the power and authority to bind their respect entity, and that no further action, resolution, or approval is necessary to enter into this Agreement.

**16. EXECUTION OF AGREEMENT.**

This Agreement may be executed in any number of counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set out above.

**COUNTY OF LINCOLN**

\_\_\_\_\_  
By: Nita Taylor  
Its: Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rhonda Burrows, Clerk

**VILLAGE OF CAPITAN**

\_\_\_\_\_  
By: Dennis Haskell  
Its: Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Laura McInnes, Clerk

**TOWN OF CARRIZOZO**

\_\_\_\_\_  
By: Wes Lindsay  
Its: Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
LeAnn Weihbrecht, Clerk

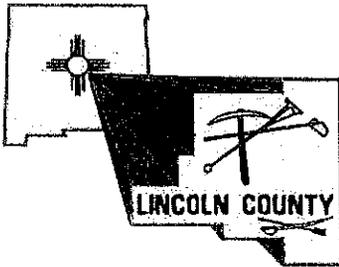
**VILLAGE OF CORONA**

\_\_\_\_\_  
By: William Hignight  
Its: Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Terri Racher, Clerk



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# County of Lincoln

P.O. Box 711 • 300 Central Ave. • Carrizozo, New Mexico 88301-0711 • (575) 648-2385

## Agenda Item 16

January 9, 2015

### MEMORANDUM

**TO:** County Commissioners

**FROM:** Nita Taylor, Lincoln County Manager *NT*

**SUBJECT:** Manager's Report

1. **Lincoln County Legislative Capital Outlay Hearing** was held at the Carrizozo Town Hall on Tuesday, December 30<sup>th</sup>. Legislative attendees included Senator Bill Burt and Representative Zach Cook. Manager presented the County's top three priorities, totaling \$1,042,000, set by the Commission:
  - a) Construction of Hondo Fire Station - \$275,000 (\$25,000 was awarded in 2014)
  - b) Construction/expansion of White Oaks Fire Station - \$230,000 (\$20,000 was awarded in 2014);
  - c) Construction/expansion of Lincoln County Detention Center - \$537,000 (\$163,000 was awarded in 2014).

Also presenting requests for priority project funding were:

1. New Horizons -	\$ 500,000
2. State of NM - Old Capitan Train Depot -	\$ 180,000
3. Village of Capitan - 5 projects	\$ 603,000
4. Town of Carrizozo - 4 projects	\$ 200,000
5. Village of Ruidoso - 5 projects	\$ 739,875
6. Village of Corona - 3 projects	\$ 140,000
7. City of Ruidoso Downs - 3 projects	\$ 671,500
8. GSWA - trucks, trailers, trash units	\$ 595,000
<b>Total</b>	<b>\$3,629,375</b>

2. **New Mexico Association of Counties (NMAC) Legislative Conference** is held annually during the opening week of the New Mexico legislative session in Santa Fe. NMAC members convene at the conference to meet with their colleagues and present county perspectives to our legislators. The 2015 Legislative Conference will be held January 20 - 22, 2015. A number of County employees

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Manager's Report  
December 16, 2014

County Manager's Fax  
(575) 648-4182

Finance/Purchasing Fax  
(575) 648-2381

Page 1  
Rural Addressing Fax  
(575) 648-2816

and Public Officials attend, participate in Affiliate meetings and take the opportunity to attend certified training classes.

A note from Tasia Young, NMAC Lobbyist, along with a list of the Association's legislative priorities, as passed by its Board of Directors, is at **Enclosure 1**. NMAC has very organized legislative update meeting most morning during the sixty-day session, and always welcomes visiting County representatives. At **Enclosure 2** is the 2015 Legislative Social Calendar. Of particular interest is:

- Lincoln County Day in Santa Fe                      February 4<sup>th</sup> (5 pm – 7 pm)                      Page 5 of 11
- Ag Fest    February 18<sup>th</sup> (6:30 pm – 9pm)                      Page 8 of 11
- Ag Fest Breakfast    February 19<sup>th</sup> (7:00 am)                      Page 8 of 11

As part of our dues to NMAC, we are provided a number of accounts to access the "Legislative Reports" data base. This up-to-the-minute report allows bill tracking, viewing of analyses, legislator vote, etc. I will provide the Commissioners with two passwords to share to access this database. It is also used by other public officials.

3. **Building Project Update.** The move of County offices and the Office of the District Attorney ("DA") was completed on Tuesday, January 7<sup>th</sup>, with the Extension Services moving to the former Lincoln County Title and Abstract building, the DA's furniture and boxes also moving to that location and the County Historian moving to our conference room next to the Sheriff's Complex. Remediation efforts started on that same day by Keers Environmental. They estimate about ten days to complete the remediation, and shortly after that, FacilityBuild will begin the reconstruction/remodel effort (replace ceiling tiles, floor tiles, water pipes, etc.) Latest completion date will be mid-May.
2. **Ft. Stanton** remains on the priority list to become a New Mexico National State Veterans' Cemetery location; just adjacent (north) to the historic Merchant Marine Cemetery. On Thursday, January 8<sup>th</sup>, Commissioner Stewart and I met with representatives from both State and Federal Departments of Veterans' Services. Among the guests were the newly appointed New Mexico Cabinet Secretary, Jack R. Fox and members of his project staff, the Director of the National Cemetery Grants Program, and Project Manager / Landscape Architect assigned to Ft. Stanton. They provided excellent information to the State team designing the plans, informed us that the overall plan must be sized to last 50 years (about 25 acres), and sought local input. While optimistic that Ft. Stanton is moving up on the priority list to become a site for a National State Veterans' Cemetery, the timeline will likely take several years. This state/federal team visited Gallup, which is higher on the priority list than Ft. Stanton due to the number of veterans living in the area, on January 7<sup>th</sup>.
3. **GSWA Billing Update.** As directed by the Commission, the County started billing residents outside the municipalities and outside Alto Lakes Water & Sanitation District on Friday, January 2<sup>nd</sup>. The remainder of the bills was sent on Monday, January 5<sup>th</sup>. While 4,796 bills were mailed, we have had a lot of customer feedback and know some of these residents should not be receiving bills. I.e., residents living outside of a municipality, but on a municipality water system; groups of residents living in trailer parks that have one common dumpster, etc. We are researching all matters as they come up. We have fielded hundreds of calls, with newly hired billing clerk handling many of them. Most residents are very pleased that their bills are less; some have never received a bill before and are not pleased at being billed at all; some would like the County to help

them take care of past bills they continue to get from GSWA that they claim are incorrect. The Commission will be provided a full status report at its February meeting.

**4. Departmental Updates:**

- a) Finance – Punkin Schlarb
- b) Roads – Carl Palmer
- c) Planning – Curt Temple
- d) EOC – Joe Kenmore
- e) Human Resources – Billie Jo Guevara
- f) Sr. Centers – Renee Montes

## Nita Taylor

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**From:** Tasia Young <[tyoung@nmcounties.org](mailto:tyoung@nmcounties.org)>  
**Sent:** Thursday, January 08, 2015 12:46 PM  
**To:** Board of Directors; Managers Affiliate; Affiliate Officers  
**Cc:** Brian K. Moore; [gphilips@nmcounties.org](mailto:gphilips@nmcounties.org); Santiago Chavez; [jesparsen@nmcounties.org](mailto:jesparsen@nmcounties.org)  
**Subject:** Healthcare priority bill pre-filed  
**Attachments:** 2015 NMAC Leg Priorities w Sponsors 1 page.doc

Senator Nancy Rodriguez just pre-filed our safety net care pool funding priority bill, making a total of 5 pre-filed bills to date. See detailed list with bill numbers on the attachment. All of these bills have been endorsed by the interim Revenue Stabilization and Tax Policy Committee, except for the Inmate Options Joint Memorial, which was endorsed by the Courts, Corrections, and Criminal Justice Committees, and the Health and Human Services Committee. We expect that Senator Pat Woods will also pre-file the public lands memorial. We're off to a fast start.

There are a number of other pre-filed bills of interest to counties on issues such as hold harmless grt increments, gas tax revenues, agricultural land valuations, etc.

Here's the link to that part of the legislative web site where you can find actual copies of the pre-filed bills: [http://www.nmlegis.gov/lcs/bill\\_locator.aspx?year=15](http://www.nmlegis.gov/lcs/bill_locator.aspx?year=15)

It will change frequently between now and the start of the session on January 20.

Tasia Young  
NM Association of Counties  
Lobbyist  
505-469-6409

To unsubscribe from this group and stop receiving emails from it, send an email to [Managers.Affiliate+unsubscribe@nmcounties.org](mailto:Managers.Affiliate+unsubscribe@nmcounties.org).

## 2015 NMAC LEGISLATIVE PRIORITIES

- **Safety Net Care Pool (Pre-filed SB 117)**

Reinstate sunset clause in SB268 so that counties obligation to fund the Safety Net Care Pool will expire at the end of 2018 to coincide with the expiration of the state Medicaid waiver with CMS. (Health Care Policy Committee) *Senator Nancy Rodriguez*

- **Tax Roll Corrections (Pre-filed HB 67)**

Authorizes the County Treasurer in conjunction with the County Assessor to make changes to the tax schedule and clarifies the authority and reasons necessary for tax schedule changes to correct obvious errors. (Assessors) *Representatives Jim Trujillo and James Strickler*

- **Delinquent Property Tax Payments (Pre-filed SB 104)**

Authorize County Treasurers to receive all payments of property taxes, including those turned over to the Property Tax Division of the Taxation & Revenue Department for collection and placed on installment agreements. (Treasurers) *Bill Sharer*

- **Job Creation and IRB Act Improvement (Part 2 Pre-filed SB 111)**

1) Allow counties to increase economic growth and job creation by expanding the list of projects eligible for an IRB, and 2) remove the authority of the State Board of Finance over complaints of competition with existing businesses. (Managers and Executive Committee) *Senator Carroll Leavell for part 2*

- **Restore Detention Facilities Funding**

Restore funding for the County Detention Facilities Reimbursement Act to \$5 million. (Detention Administrators) *House Bill 2; General Appropriations Act, to be introduced first day of the Session.*

- **Keep Southwest Chief /Amtrak Service**

Support the continuation of Amtrak's SW Chief and create reasonable funding alternatives. (Commissioners)

- **Public Lands Task Force (Memorial)**

Create a task force to evaluate state and county dependence on federal revenue, conduct an inventory of federal land ownership within the state, and study the legal, economic and practical impact of a potential transfer of certain public lands from the federal government. (Public Lands & Natural Resources Policy Committee) *Senator Pat Wood*

- **Inmate Options (Memorial) (Pre-filed, SJM 4)**

Study housing options and service delivery for detention inmates with special medical and mental health needs. (Commissioners) *Senator Sander Rue*

## 2015 LEGISLATIVE SOCIAL CALENDAR

Last Updated: January 7, 2015

Events posted on the Social Calendar may not include all scheduled events in the Rotunda or Halls of History. If you want to reserve the Rotunda or the Halls of History call Anna Anaya with Building Services at 986-4575. When you have secured the space, forward your information to the email address below and your event will be posted. If you have questions, please contact [social.cal@nmlegis.gov](mailto:social.cal@nmlegis.gov) or call (505)986-4716.

**Tuesday, January 20, 2015**

**Session begins at Noon**

**21<sup>st</sup> Annual Legislative Luncheon  
Honoring Service of Public Officials  
India Palace Restaurant  
1:30 p.m.**

**Republican Party of New Mexico  
Legislative Reception and Dinner  
Inn and Spa at Loretto  
Reception 6:00 p.m., Dinner 7:00 p.m.  
(Invitation Only)**

**Wednesday, January 21, 2015**

**New Mexico Conference of Catholic Bishops  
Legislative Breakfast  
Our Lady Of Guadalupe Parish Hall  
7:30 a.m.  
(Invitation Only)**

**New Mexico Association of Counties (NMAC)  
2015 NMAC Legislative Reception/Dance  
Santa Fe Community Convention Center  
5:30 p.m. - 10:30 p.m.  
(Invitation Only)**

**Eastern New Mexico University Legislative Reception  
Inn and Spa at Loretto - Zuni Room  
5:00 p.m. - 7:00 p.m.**

**Hispano Round Table of New Mexico (HRTNM)  
21<sup>st</sup> Annual Tribute to Hispano Legislators  
La Fonda Hotel  
5:30 p.m. - 8:30 p.m.  
(Invitation Only)**

**Presbyterian Healthcare Services'  
Legislature Appreciation Dinner  
La Posada de Santa Fe  
6:30 p.m. - 9:00 p.m.  
(Invitation Only)**

*ENCL 2*

	<p><b>Enchanted Circle Day at the Legislature</b>  <b>Rotunda, East and West Halls of History</b>  <b>10:00 a.m. - 2:00 p.m.</b></p>
<p><b>Thursday, January 22, 2015</b></p>	<p><b>New Mexico Association of Counties (NMAC)</b>  <b>2015 NMAC Legislative Conference Breakfast</b>  <b>Santa Fe Community Convention Center</b>  <b>7:15 a.m. - 8:30 a.m.</b>  <b>Please Note: Shuttles from Capitol 6:45 a.m. - 7:45</b>  <b>a.m. and return to Capitol 8:15 a.m. - 9:15 a.m.</b>  <b>(Invitation Only)</b></p> <p><b>New Mexico Amigos Legislative Luncheon</b>  <b>La Fonda Hotel - Lumpkins Ballroom</b>  <b>12:00 p.m. - 1:30 p.m.</b>  <b>(Invitation Only)</b></p>
<p><b>Friday, January 23, 2015</b></p>	
<p><b>Monday, January 26, 2015</b></p>	<p><b>Public Health Day at the Legislature</b>  <b>Halls of History, East and Westside</b>  <b>Program in Rotunda</b>  <b>12:00 p.m. - 1:00 p.m.</b></p> <p><b>Comcast Legislative Dinner</b>  <b>Restaurant Martín</b>  <b>6:15 p.m.</b>  <b>(Invitation Only/Legislators)</b></p> <p><b>City of Santa Fe Day at the Legislature</b></p> <p><b>New Mexico Military Institute (NMMI) Day</b>  <b>Hilton of Santa Fe</b>  <b>5:00 p.m - 6:30 p.m.</b>  <b>(Invitation Only)</b></p>
<p><b>Tuesday, January 27, 2015</b></p>	<p><b>LANL Major Subcontractors Legislative Breakfast</b>  <b>TBD</b>  <b>7:15 a.m. - 8:30 a.m</b>  <b>(Invitation Only)</b></p> <p><b>New Mexico Automobile Dealers Association</b>  <b>Legislative Reception</b>  <b>Inn and Spa at Loretto</b>  <b>5:30 p.m. - 7:00 p.m.</b>  <b>(Invitation Only)</b></p> <p><b>Alliance/Senior Day at the Legislature</b>  <b>10:00 a.m. - 12:00 p.m.</b></p> <p><b>Tourism Day at the Legislature</b></p>

	<p><b>Ski New Mexico Day at the Legislature</b></p>
<p><b>Wednesday, January 28, 2015</b></p>	<p><b>School Nutrition Day at the Legislature</b></p> <p><b>RD - Medical Nutrition Expert Day</b>  <b>Rotunda</b>  <b>8:00 a.m. - 4:00 p.m.</b></p> <p><b>"Justice for All Day" at the Legislature</b>  <b>Halls of History, Westside</b></p> <p><b>New Mexico Food and Farms Day at the Legislature</b>  <b>Halls of History, East and Westside</b>  <b>Press Conference, 9:00 a.m. - 10:00 a.m.</b>  <b>Performance, 12:00 p.m. - 1:00 p.m.</b></p> <p><b>National Conference of State Legislatures</b>  <b>Legislative Reception</b>  <b>TBD</b>  <b>5:30 p.m. - 7:00 p.m.</b>  <b>(Invitation Only)</b></p> <p><b>Grant County Prospectors Reception</b>  <b>Inn and Spa at Loretto - Zuni Ballroom</b>  <b>5:30 p.m. - 7:30 p.m.</b></p> <p><b>National Education Association (NEA)</b>  <b>New Mexico Legislative Association Reception</b>  <b>Drury Plaza Hotel - Santa Fe</b>  <b>6:00 p.m. - 8:00 p.m.</b>  <b>(Invitation Only)</b></p>
<p><b>Thursday, January 29, 2015</b></p>	<p><b>Santa Fe County Day at the Legislature</b>  <b>Halls of History, Eastside</b>  <b>8:30 a.m. - 1:00 p.m.</b></p> <p><b>Evening with Lea County</b>  <b>Inn and Spa at Loretto</b>  <b>5:30 p.m.</b>  <b>(Invitation Only)</b></p> <p><b>2015 Gallup McKinley Day</b>  <b>Legislative Reception</b>  <b>Eldorado Hotel &amp; Spa</b>  <b>6:00 p.m. - 9:00 p.m.</b>  <b>(Invitation Only)</b></p>
<p><b>Friday, January 30, 2015</b></p>	<p><b>Baptist Convention of New Mexico</b>  <b>2015 Legislative Breakfast</b>  <b>Hilton of Santa Fe - Mesa Ballroom</b></p>

	<p>7:00 a.m. - 8:15 a.m. (Invitation Only)</p> <p>Graduate Education Day at the Legislature Halls of History, East and Westside Press Conference Rotunda, 11:00 a.m.</p> <p>New Mexico State University Alumni Chapter Reception Eldorado Hotel &amp; Spa 5:30 p.m. - 7:00 p.m. (Invitation Only)</p>
Saturday, January 31, 2015	<p>Las Cruces Day in Santa Fe Legislative Reception Eldorado Hotel &amp; Spa - The Gallery 5:30 p.m. - 7:30 p.m. (Invitation Only)</p>
Sunday, February 1, 2015	<p>Las Cruces Day in Santa Fe Business Brunch Eldorado Hotel &amp; Spa - Anasazi Room 11:30 a.m. - 1:30 p.m. (Invitation Only)</p>
Monday, February 2, 2015	<p>Las Cruces Day in Santa Fe Legislative Breakfast Eldorado Hotel &amp; Spa - Anasazi Room 7:30 a.m. - 9:00 a.m. (Invitation Only)</p> <p>Union County Community Development Corporation Legislative Luncheon Inn and Spa at Loretto 11:00 a.m. - 1:30 p.m. (Invitation Only)</p> <p>2015 Santa Fe Chamber of Commerce Legislative Reception Santa Fe Convention Center 5:00 p.m - 7:30 p.m.</p> <p>Clovis/Portales Legislative Dinner Hotel Santa Fe 7:45 p.m. (Invitation Only)</p>
Tuesday, February 3, 2015	<p>New Mexico Association of Commerce and Industry's (NMACI) Business Day Breakfast Santa Fe Convention Center 7:00 a.m.</p>

	<p><b>(Invitation Only)</b></p> <p><b>Disability Rights Awareness Day at the Legislature Capitol, 9:00 a.m. - 2:30 p.m.</b></p> <p><b>Anti-Racism Day in New Mexico Rotunda, 1:00 p.m. - 2:00p.m.</b></p> <p><b>Friends of the Legislature Legislative Dinner La Fonda Hotel 6:00 p.m. (Invitation Only)</b></p>
<p><b>Wednesday, February 4, 2015</b></p>	<p><b>New Mexico Federation of Labor Legislative Reception TBD 5:00 p.m. - 7:30 p.m. (Invitation Only)</b></p> <p><b>Lincoln County Day in Santa Fe Inn and Spa at Loretto 5:00 p.m. - 7:00 p.m. (Invitation Only)</b></p> <p><b>Sneak Peak - Everyone's Business: Protecting Our Children Hosted by Senator Michael Padilla, Brindle Foundation and UNM NMCAPP, KOB - 4 Rio Chama Steakhouse 6:00 p.m. - 8:00 p.m. (Invitation Only)</b></p>
<p><b>Thursday, February 5, 2015</b></p>	<p><b>Lea County Electric Cooperative Legislative Breakfast Inn and Spa at Loretto 7:00 a.m. - 9:00 a.m. (Invitation Only)</b></p> <p><b>New Mexico Wine Growers Association Legislative Reception Rio Chama Steakhouse 5:00 p.m. - 7:00 p.m. (Invitation Only)</b></p> <p><b>Continental Divide Electric Cooperative Legislative Dinner Rio Chama Steakhouse 6:00 p.m. (Invitation Only)</b></p> <p><b>Lea/Eddy Counties Legislative Dinner</b></p>

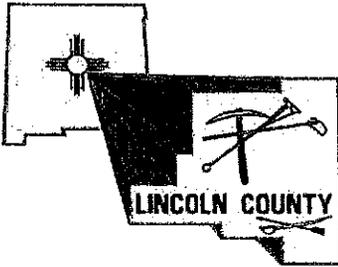
	<p><b>TBD</b>  <b>6:30 p.m.</b>  <b>(Invitation Only)</b></p>
<b>Friday, February 6, 2015</b>	<p><b>Central Valley Electric Cooperative,  Farmer's Electric Cooperative, Otero County and  Roosevelt County Electric Cooperative  Legislative Breakfast  Hilton of Santa Fe  7:00 a.m. - 9:00 a.m.  (Invitation Only)</b></p> <p><b>American Indian Day</b></p>
<b>Monday, February 9, 2015</b>	<p><b>League of Women Voters of New Mexico  Legislative Reception  Garretts' Desert Inn  5:30 p.m. - 7:30 p.m.  (Invitation Only)</b></p> <p><b>University of New Mexico Alumni Association  Legislator's Appreciation Reception  La Fonda Hotel  6:00 p.m. - 7:30 p.m.  (Invitation Only)</b></p> <p><b>Jicarilla Apache Legislative Reception  Inn and Spa at Loretto - Tesuque Ballroom  6:00 p.m. - 9:00 p.m.  (Invitation Only)</b></p>
<b>Tuesday, February 10, 2015</b>	<p><b>Hispanic Culture Day  Luncheon, Eldorado Hotel &amp; Spa  12:30 p.m.  (Invitation Only)</b></p> <p><b>Lutheran Advocacy Ministry - NM  Bishop's Legislative Luncheon  La Fonda Hotel  12:30 p.m.  (Invitation Only)</b></p> <p><b>Conservation Voters New Mexico  Annual Legislative Reception  Rio Chama Steakhouse  5:00 p.m. - 7:00 p.m.  (Invitation Only)</b></p> <p><b>Boys and Girls Club Day at the Legislature</b></p>
<b>Wednesday, February 11, 2015</b>	<b>Junior Achievement of New Mexico</b>

	<p><b>Annual Legislative Breakfast</b>  <b>Eldorado Hotel &amp; Spa</b>  <b>7:00 am. - 9:00 a.m.</b>  <b>(Invitation Only)</b></p> <p><b>Wildlife &amp; Public Lands Day</b>  <b>Halls of History, Eastside</b>  <b>Press Conference Rotunda, 12:00 p.m.</b></p> <p><b>NM Film Industry Cocktail Reception</b>  <b>La Fonda Hotel</b>  <b>5:00 p.m. - 7:00 p.m.</b>  <b>(Invitation Only)</b></p> <p><b>New Mexico Mining Association</b>  <b>Legislative Reception and Dinner</b>  <b>Hilton Santa Fe</b>  <b>6:00 p.m. - 9:00 p.m.</b>  <b>(Invitation Only)</b></p>
<b>Thursday, February 12, 2015</b>	<p><b>Presbyterian Healthcare Services</b>  <b>46<sup>th</sup> Annual New Mexico Governors' Prayer Breakfast</b>  <b>Santa Fe Convention Center</b>  <b>7:00 a.m. - 9:15 a.m.</b>  <b>(Invitation Only)</b></p> <p><b>Evening with Colfax County</b>  <b>Legislative Reception</b>  <b>TBD</b>  <b>5:30 p.m. - 7:30 p.m.</b>  <b>(Invitation Only)</b></p> <p><b>Credit Union Day at the Legislature</b>  <b>TBD</b>  <b>5:30 p.m. - 9:00 p.m.</b>  <b>(Invitation Only)</b></p> <p><b>Annual Reception Honoring Elected and Appointed Women</b>  <b>TBD</b>  <b>5:30 p.m. - 7:30 p.m.</b></p> <p><b>Fort Sill Apache Legislative Reception</b>  <b>TBD</b>  <b>5:30 p.m. - 7:30 p.m.</b>  <b>(Invitation Only)</b></p>
<b>Friday, February 13, 2015</b>	<p><b>I Love Rio Rancho Day at the Legislature</b>  <b>Breakfast buffet will be provided to Legislators</b></p> <p><b>African American Day</b></p>

<b>Monday, February 16, 2015</b>	
<b>Tuesday, February 17, 2015</b>	<p><b>DWI March of Sorrow</b>  <b>Capitol Building, East and West Concourse</b>  <b>11:30 a.m. - 2:00 p.m.</b></p> <p><b>AgFest</b>  <b>Santa Fe Convention Center</b>  <b>General Public, 6:00 p.m. - 9:00 p.m.</b>  <b>(Invitation Only)</b></p> <p><b>New Mexico Oil and Gas Association (NMOGA)</b>  <b>Legislative Dinner</b>  <b>The Bull Ring</b>  <b>6:30 p.m. - 9:00 p.m.</b>  <b>(Invitation Only)</b></p>
<b>Wednesday, February 18, 2015</b>	<p><b>Ag Breakfast</b>  <b>La Fonda Hotel</b>  <b>7:00 a.m.</b>  <b>(Invitation Only)</b></p> <p><b>Girl Scout Day at the Roundhouse</b>  <b>Halls of History, Westside</b></p> <p><b>New Mexico GRADS Day at the Legislature</b>  <b>Halls of History, Eastside</b>  <b>Rotunda 11:00 a.m. - 1:00 p.m.</b></p> <p><b>Central New Mexico Community (CNM) College Day</b>  <b>at the Legislature</b>  <b>Lunch provided for Legislators</b></p> <p><b>Northern New Mexico College Day</b>  <b>Legislative Dinner</b>  <b>TBD</b>  <b>5:30 p.m. - 7:30 p.m.</b>  <b>(Invitation Only)</b></p> <p><b>New Mexico Main Street Day</b></p>
<b>Thursday, February 19, 2015</b>	<p><b>Waste Isolation Pilot Plant (WIPP)</b>  <b>Legislative Breakfast</b>  <b>Hotel Santa Fe</b>  <b>6:30 a.m - 8:30 a.m.</b>  <b>(Invitation Only)</b></p> <p><b>Colonias Day at the Legislature</b>  <b>Capitol Building, Room 326</b></p> <p><b>Earth Science Day at the Legislature</b></p>

	<p>Halls of History, Westside Press Conference, Rotunda 12:00 p.m.</p> <p>Albuquerque West Side Day at the Legislature Rotunda 9:00 a.m. - 12:00 p.m.</p> <p>Santa Fe Community College Day at the Legislature Halls of History, Eastside 8:00 a.m. - 2:00 p.m.</p> <p>Albuquerque West Side Day Reception Rio Chama Steakhouse - Presidents Room 5:00 p.m.</p>
Friday, February 20, 2015	<p>New Mexico Aviation Day Halls of History, Westside 8:00 a.m. - 2:00 p.m.</p> <p>New Mexico Press Association Breakfast Rio Chama Steakhouse 7:30 a.m. - 9:00 a.m. (Invitation Only)</p> <p>Valencia County Day at the Legislature Rotunda, 12:00 p.m. Performance by Valencia County Community Band</p>
Monday, February 23, 2015	<p>Film and Television Day Legislative Reception TBD 5:00 p.m. - 7:00 p.m. (Invitation Only)</p> <p>Lunch will be provided for Legislators and Staff</p>
Tuesday, February 24, 2015	<p>Culture Day at the Legislature Rotunda 8:00 a.m. - 4:00 p.m.</p>
Wednesday, February 25, 2015	<p>New Mexico Early Childhood Development Partnership (NMEDP) Legislative Reception Rio Chama Steakhouse 5:30 p.m. - 7:00 p.m. (Invitation Only)</p>
Thursday, February 26, 2015	<p>City of Las Cruces Legislative Luncheon Lunch provided for Legislators in Chamber 11:30 a.m. - 1:00 p.m.</p> <p>City of Las Vegas Day Halls of History, Westside</p>

	<p>Rotunda, Performance 12:00 p.m.</p> <p>University of New Mexico School of Medicine 50<sup>th</sup> Anniversary Reception</p>
Friday, February 27, 2015	<p>Renewable Energy Day at the Legislature Halls of History, East and Westside 10:00 a.m. - 3:00 p.m. Press Conference 12:00 p.m.</p>
Monday, March 2, 2015	<p>Albuquerque NOW (National Organization for Women) Celebrate Women's History and Equal Rights Rotunda 2:00 p.m. - 3:00 p.m.</p> <p>Eddy County Legislative Reception Hotel Santa Fe 5:30 p.m. - 7:00 p.m. (Invitation Only)</p>
Tuesday, March 3, 2015	
Wednesday, March 4, 2015	<p>Charter School Day at the Legislature Rotunda, Press Conference 12:00 p.m. - 1:00 p.m. Halls of History, Westside 8:00 a.m. - 3:00 p.m.</p>
Thursday, March 5, 2015	
Friday, March 6, 2015	<p>Asian American &amp; International District Day Rotunda 12:00 p.m. - 2:00 p.m.</p>
Monday, March 9, 2015	
Tuesday, March 10, 2015	
Wednesday, March 11, 2015	
Thursday, March 12, 2015	
Friday, March 13, 2015	
Monday, March 16, 2015	
Tuesday, March 17, 2015	
Wednesday, March 18, 2015	
Thursday, March 19, 2015	
Friday, March 20, 2015	
Saturday, March 21, 2015	Session ends at Noon



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# County of Lincoln

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## AGENDA Item No. 17

January 8, 2015

### MEMORANDUM

**TO:** County Commissioners

**FROM:** Nita Taylor, Lincoln County Manager 

**SUBJECT:** Water Issues/Forest Health/Wildlife Programs

**Water Rights Notices.** There are no new applications on the State Engineer's website.

**Hazard Mitigation Grant Program.** The County continues to work on the Lincoln County Education and Outreach Program that was funded by FEMA Grant-4079-DR-NM, through a Sub-grant Agreement with NMDHSEM (\$157,333). The first educational meetings were held on September 23<sup>rd</sup> and December 19<sup>th</sup>. The calendar in place for subsequent meetings to be held at the Ruidoso Convention Center:

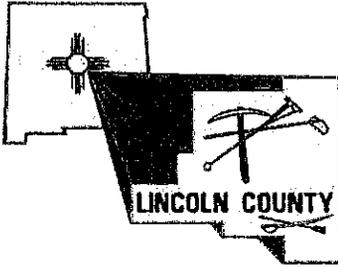
- January 12<sup>th</sup>
- February 13<sup>th</sup>
- March 13<sup>th</sup>
- April 14<sup>th</sup>

The County team continues to work on the Phase II Application that entails the actual thinning project. Members of our team participated on a teleconference with NMDHSEM's Mitigation Specialist and the State of New Mexico's newly hired consultant, URS, to discuss fine-tuning of the Application. The goal of this effort is to have our application submitted to FEMA with a high degree of likelihood that it will be accepted. We anticipate completing suggested modifications in the next couple of weeks for resubmittal back to NMDHSEM.

**Land and Natural Resources Advisory Committee (LANRAC)** One of the Commission's standing committees is the Land and Natural Resources Advisory Committee. At one time this committee met routinely and provided reports and advice to the Commission. During the past few years, this Committee has met only when the Commission has assigned specific topics to it to investigate and research; and those circumstances have been few. There has been some interest expressed by the public and committee members that the Commission rely more on this advisory committee to help keep it current on land and natural resources issues.

**South Central Mountain – RCD's Rural Forester.** Rick Merrick may be available to brief the Commission on other Forest Health initiatives in the County.

**Recommendation:** Provide direction on any water, forest health or wildlife program issues.



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# County of Lincoln

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## AGENDA Item No. 18

January 8, 2015

### MEMORANDUM

**TO:** County Commissioners

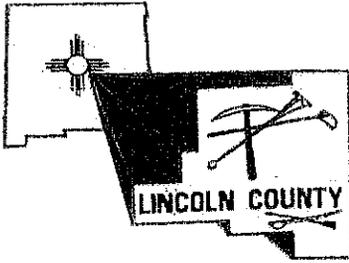
**FROM:** Nita Taylor, Lincoln County Manager *NT*

**SUBJECT:** El Capitan Precious Metals, Inc.

**Purpose:** To Provide an Update to Commission on the Status and Danger of the Operation of El Capitan PMI Mining Company – Lee Arnone

Mr. Lee Arnone will provide information to the Commission regarding the status and danger of the operation of El Capitan Precious Metals, Inc., in Lincoln County.

**Recommendation:** Determine whether action is required as a result of information provided.



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# County of Lincoln

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## Agenda Item No. 19

January 8, 2015

### MEMORANDUM

**TO:** County Commissioners

**FROM:** Nita Taylor, Lincoln County Manager *NT*

**SUBJECT:** **Resolution 2014-31:** Re-Adoption of Lincoln County Purchasing Policy &  
**Resolution 2014-32:** CDBG Policies & Certifications

**Purpose:** To conduct the annual review and re-adopt the Purchasing Policy and CDBG Policies & Certifications

### Discussion:

The CDBG rules require annual re-adoption of the Purchasing Policy affirming that New Mexico Procurement purchasing laws is being followed and/or exceeded. The following CDBG Policies & Certifications per resolution 2014-32 are before you for your approval:

1. Resolution 2014-32 – CDBG Policies & Certifications
2. Citizen Participation Plan
3. Fair Housing Resolution/Fair Housing Self-Assessment
4. Section 3 Plan
5. Residential Anti-displacement and Relocation Assistance Plan
6. Resolution 2014-31 Purchasing Policy amending Resolution 2013-18 Purchasing Policy

**Recommendation:** Approve Resolution 2014-31 that re-adopts the attached Lincoln County Purchasing Policy and CDBG Policies & Certifications Resolution 2014-32.

**Lincoln County**

**RESOLUTION 2014-32**

**ADOPTION OF REQUIRED  
COMMUNITY DEVELOPMENT BLOCK GRANT POLICIES  
& CERTIFICATIONS**

**WHEREAS**, municipalities or other entities that accept Community Development Block Grant Funds must adopt certain mandated federal policies; and

**WHEREAS**, Lincoln County, hereinafter referred to as the County wishes to ensure compliance with federal guidelines by adopting the following required policies or certifications:

- |   |  |
|---|--|
| <b>Citizen Participation Plan -</b>                                     | encourages citizen participation with particular emphasis on low and moderate income persons; outlines the objectives and plan to implement those objectives   |
| <b>Fair Housing Resolution or Proclamation</b>                          | certifies commitment to further the efforts of Fair Housing which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status or national origin |
| <b>Residential Anti-Displacement &amp; Relocation Assistance Plan -</b> | certifies that it will replace all occupied and vacant occupiable low/moderate-income dwelling unites demolished or converted to a use other than as a low/moderate income housing as a direct result of activities assisted with Housing and Community Development Funds                      |
| <b>Section 3 Plan -</b>   | encourages the use of small local businesses and the hiring of low income residents of the community   |
| <b>Procurement Code</b>   | certifies that the <u>County</u> will comply with the New Mexico State Procurement Code  |

**NOW, THEREFORE, BE IT RESOLVED**, that the County adopts the above CDBG policies and affirmations which will have to be re-adopted annually.

**PASSED, APPROVED, SIGNED AND ADOPTED** at a duly called and convened regular meeting of the governing body of the Lincoln County this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

SIGNED: \_\_\_\_\_  
Commission Chair

ATTEST: \_\_\_\_\_  
County Clerk

# Lincoln County

## CITIZEN PARTICIPATION PLAN

### COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CITIZEN PARTICIPATION PLAN

Exhibit 1-P

#### **Introduction**

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, **Lincoln County** has prepared and adopted this Citizen Participation Plan.

#### **Objective A**

The **Lincoln County** will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income.

*Action items:*

1. *Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of **Lincoln County** upcoming meetings, actions and functions.*
2. *Develop press releases on **Lincoln County** meetings, actions and hearings and circulate to newspapers, radio and television media.*
3. *Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

#### **Objective B**

**Lincoln County** will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds.

*Action items:*

1. *Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*
2. *Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
3. *Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

### **Objective C**

**Lincoln County** will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by Lincoln County.*

#### *Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from **Lincoln County** upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

### **Objective D**

**Lincoln County** will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program.

#### *Action items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
  - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
  - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

### **Objective E**

**Lincoln County** will provide timely written answers to written complaints and grievances within 15 working days where practical.

*Action items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*
2. *Allow for appeal of a decision to a neutral authority.*
3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*

**Objective F**

**Lincoln County** will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate.

*Action items:*

1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
2. *Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*

That **Lincoln County** herewith certifies to follow the Citizen Participation Plan described above and adopt the plan by resolution annually.

Plan Adoption Date: \_\_\_\_\_

Adoption Instrument: \_\_\_\_\_

Certified By: \_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Date

## Lincoln County

### Exhibit 1-0

### Fair Housing Resolution

The resolution of the Commission Chair and Commission of Lincoln County adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS, the Housing and Community Development Act of 1974 as amended requires that all Applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status of national origin; and

WHEREAS, fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE RESOLVED THAT the Commission Chair and Commission of Lincoln County hereby wish all persons living, working, doing business in or traveling through this county to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of Lincoln County to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources of the Lincoln County will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the Lincoln County shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the Lincoln County shall undertake necessary actions to affirmatively further fair housing.

PASSED AND ADOPTED BY THE Board of County Commissioners of

Lincoln County on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chair – Lincoln County Commission

COMMUNITY OF: **Lincoln County**

1. To the best of your knowledge has your community been involved in any complaints regarding discrimination the sale or rental of housing on the basis of race, color, religion, sex, national origin, familial status or handicap?

- Yes       No

2. If yes, give a brief description of the nature of any complaints and resolutions.

- Yes       No

3. Has your community adopted a Fair Housing Program to help local citizens be aware of their rights regarding fair housing under federal and state law, and in filing a complaint if discrimination is suspected?

- Yes       No

4. What do you perceive as the most potentially serious problem areas regarding discrimination in fair housing in your community?

Problem Area	Very Serious	Serious	Moderate	Not a Problem
Color	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Familial Status	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Handicap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
National Origin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Race	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Religion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sex	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Does your community contain any subsidized housing units?

- Yes       No

6. As best as can be determined, do relevant public policies/practices regarding zoning and building codes have an adverse impact on the achievement of fair housing choice?

- Yes       No

7. Are you aware of any practices in the local real estate community as it relates to buying, selling and house rentals that may adversely affect the achievement of fair housing choice in your community?

Yes  No

8. Do your community records contain data on the actual number and percentage of persons residing in the community by race, color, religion, sex, national origin, age, handicap and familial status, as well as income characteristics by group?

Yes  No

9. Is information available to you that list major local employers by type and the number of people employed within your community by salary and racial group?

Yes  No

10. Is there public transportation available in your community?

Yes  No

11. Do your community records contain data on the total number of housing units in the community by type, and the number of vacant units?

Yes  No

12. Does your community contain any housing for the handicapped such as group homes, independent living complexes, etc.?

Yes  No

13. Has your community participated in the CDBG program prior to 1993?

Yes  No

14. Has your community been involved with any other state or federal programs that required the reporting of specific fair housing information?

Yes  No

\_\_\_\_\_  
**Signature of Authorized County Official**

\_\_\_\_\_  
**Date**

# Lincoln County

## SECTION 3 PLAN

**Lincoln County** is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

**Lincoln County** has appointed Nita Taylor, County Manager as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of **Lincoln County**. Documentation of efforts will be retained on file for monitoring by the state.

Therefore, **Lincoln County** shall:

1. Hiring
  - a. Advertise for all **Lincoln County** positions in local newspapers
  - b. List all **Lincoln County** job opportunities with the State Employment Service
  - c. Give preference in hiring to lower income persons residing in **Lincoln County**. This means that if two equally qualified persons apply and one is a resident of **Lincoln County** and one is not, the resident will be hired
  - d. Maintain records of **Lincoln County** hiring as specified on this form

ANTICIPATED			HIRING 20	
PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income County Residents	# of Positions Filled	Positions Filled by Lower Income County Residents

- Chart for Section 3 Plan **MUST** be filled out in its entirety.

## 2. Contracting

- a. **Lincoln County** will compile a list of businesses, suppliers and contractors located in the county.
- b. These vendors will be contacted for bid or quotes whenever **Lincoln County** requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within **Lincoln County** and one from outside of **Lincoln County**, the contract will be awarded to the business located within the community.

## 3. Training

**Lincoln County** shall maintain a list of all training programs operated by **Lincoln County** and its agencies and will direct them to give preference to **Lincoln County** residents. **Lincoln County** will also direct all CDBG sponsored training to provide preference to **Lincoln County** residents.

## 4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

**Lincoln County** shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

**Lincoln County** will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

#### LOWER INCOME CLARIFICATION

A family who resides in **Lincoln County** and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for **Lincoln County**. Information contained in our Section 3 Plan reflects the status of **Lincoln County** employees regarding lower income considerations based on their salary paid by **Lincoln County**.

**Lincoln County** herewith certifies to follow the Section 3 plan described above and adopt the plan by resolution annually.

Plan Adoption Date: January 13, 2015

Adoption Instrument: Resolution 2014-32

Certified By:

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Date

# Lincoln County

## Exhibit 1-R Residential Anti-displacement and Relocation Assistance Plan

### I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a “residential Anti-displacement and relocation assistance plan” (Plan). As a CDBG grantee, **Lincoln County** must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps **Lincoln County** will take to minimize displacement.

### II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

### III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) governs displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. The **Lincoln County** Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supercede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

### IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within **Lincoln County** to the extent feasible, the units shall be located within the same neighborhood as the units replaced

- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless **Lincoln County** has provided information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.
- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between **Lincoln County** and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending three years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance
- F. Before **Lincoln County** enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, **Lincoln County** must make the following information public and submit in writing to LGD:
- 1 A description of the proposed assisted activity;
  - 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
  - 3 A time schedule for the commencement and completion of the demolition or conversion;
  - 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to LGD, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
  - 5 The source of funding and time schedule for the provision of replacement dwelling units;

- 6 The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
- 7 Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.

G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within **Lincoln County**. In making such a determination, LGD will consider such factors as vacancy rates, numbers of lower-income units in **Lincoln County** and the number of eligible families on the Section 8 waiting list.

#### V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
  1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
  2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred

qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements

D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:

1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, **Lincoln County** must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.
2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the "Total Tenant Payment", as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within **Lincoln County**.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

#### VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a "displaced person" as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to **Lincoln County** for CDBG assistance that is later approved for the requested activity; or

- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if **Lincoln County** or LGD determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
  - 1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.
  - 2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
  - 3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and **Lincoln County** determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or

- C. **Lincoln County** determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

## VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. Screening of Applications. All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- B. Acquisition of Property. Applicants who apply for CDBG funds to acquire property for the development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. Cost of Relocation Assistance. The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

## VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
- 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
  - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.

- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by **Lincoln County** covering the rehabilitation or demolition.

**IX. Grievances**

**Lincoln County** will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.
- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.
- D.

**X. Certification**

**Lincoln County** herewith certifies to follow the Residential Anti-displacement and Relocation Assistance plan described above and adopt the plan by resolution annually.

Plan Adoption Date: January 13, 2015

Adoption Instrument: Resolution 2014-32

Certified By:

\_\_\_\_\_   
 Commission Chair

\_\_\_\_\_   
 Date

**RESOLUTION ~~2013-18~~2014-31**  
**A RESOLUTION REPEALING RESOLUTION ~~2014-25~~2013-18, ENTITLED**  
**THE "LINCOLN COUNTY PURCHASING POLICY" AND RE-ADOPTING**  
**THE EXISTING "LINCOLN COUNTY PURCHASING POLICY."**

**WHEREAS**, the Board of County Commissioners of Lincoln County, meeting in regular session on ~~October 15, 2013~~January 13, 2014, did review the following purchasing policy; and

**WHEREAS**, the Board of County Commissioners of Lincoln County did determine that the following Lincoln County Purchasing Policy does meet or exceed the requirements of the State of New Mexico purchasing laws.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners re-adopts the Lincoln County Purchasing Policy as indicated in this policy of Resolution ~~2013-18~~2014-31.

**PASSED, APPROVED AND ADOPTED** this ~~15<sup>th</sup>~~13<sup>th</sup> day of ~~October, 2013~~January, 2015.

Formatted: Superscript

Board of Commissioners  
Lincoln County, State of New Mexico

~~Jackie Powell~~Dr. Lynn Willard, Chairwoman  
~~Vice Chair, Member~~Member

Preston Stone,

~~Mark Doth~~Thomas F. Stewart, Member  
Allen, Member

~~Kathryn Minter~~Elaine

Dallas Draper, Member

ATTEST:

Rhonda Burrows, County Clerk

**LINCOLN COUNTY PURCHASING POLICY**  
**RESOLUTION ~~2013-18~~2014-31**

**1.0 SECTION I: GENERAL PROVISIONS**

**1.1 User Applicability**

These procedures and provisions relate to all departments, agencies, personnel, individuals or other users authorized to make purchases from public funds budgeted, controlled by or otherwise under the supervision of Lincoln County Government.

**1.2 Administration**

The responsibility for administration of the provisions of this policy shall be under the Lincoln County Manager. The Purchasing Agent shall have the responsibility and authority to insure that all provisions of law and this policy are followed and shall be authorized to issue any supplement consistent with this policy deemed necessary to administer, manage or clarify this policy. Supplements shall be approved by the County Manager and certified copies of all supplements shall be attached to and made a part of this policy. The Purchasing Agent shall be responsible for having the knowledge to insure that all provisions of this policy and all other purchasing concerns and activities of Lincoln County are appropriate and consistent with the most current, generally accepted purchasing techniques, and all provisions of law. Upon the absence of the County Manager, the Finance Director will be responsible for approval of provisions as set forth in the policy.

**1.3 Purchasing Agent and Purchasing Office**

The Purchasing Agent and Purchasing Office are the general terms for the individuals or offices designated by the County Manager to fulfill the responsibility and functions of the Purchasing Agent and Purchasing Office as provided in this policy. The terms Finance Department and Finance Director are used to describe the office and/or personnel directly responsible for establishing accountability procedures in relationship to the purchasing function.

**1.4 Authorized Purchasers**

Only individuals authorized by the directors or top level supervisors of the applicable users shall be permitted to make Lincoln County purchases. Such authorization shall be submitted to the Purchasing Agent on form FD-1 to include name and written signature of all authorized users. All authorized users shall receive and sign for a copy of the policy, and such users shall thereby be responsible for the knowledge and appropriate compliance and use of the provisions of this policy.

**1.5 Definition of a Purchase**

For the purpose of this policy, a purchase includes the execution of any expense to be paid out of County supervised funds.

**1.6 Unauthorized Purchases**

Any purchase which is not legally and appropriately approved within the County budget or by other County Commission action, or which does not substantially comply with the provisions of the State Statutes, particularly the State Procurement Code, and the provisions of this policy shall be considered an unauthorized County purchase, and thereby not subject to payment by the County. The County hereby declares and establishes that it will assume no responsibility for payment of unauthorized purchases. Furthermore, any individual initiating or otherwise executing any unauthorized purchase is solely responsible for payment. All authorized purchases shall be legally budgeted or approved within an appropriate fund, or within an appropriate line item as approved by Lincoln County Commission. Purchases which are not within the authorized budget, or otherwise have not received County Commission approval are unauthorized purchases. All questionable purchases shall be submitted to the County Manager for review, and determination shall be made by the County Manager regarding their being authorized or unauthorized purchases under the provisions of this policy.

**1.7 Penalties**

Any business or person that willfully or knowingly violates the Procurement code is guilty of:

A. A misdemeanor if the transaction involves fifty thousand dollars (\$50,000) or less; or

B. A fourth degree felony if the transaction involves more than fifty thousand dollars (\$50,000). Procurement Code violations are not longer simply a misdemeanor. A fourth degree felony if the transaction involves more that \$50K. Misdemeanor if the transaction involves \$50K or less. To be a violation, the conduct must first be "willful" violation of the Code.

**1.8 Consistency with State Procurement Code**

The provisions of this policy are subject to change as per the revised State Procurement Code. Any revision thereof that is inconsistent with the provisions of this policy shall rule. All purchase users shall be given a copy of such revisions and notified that they are in effect.

**1.9 Amendment**

Amendment of this policy shall be executed by resolution approved by the Board of County Commissioners.

**1.10 Interpretation of Policy and Supplements**

In any case that a provision of the purchasing policy is vague or unclear, the County Manager may provide a written supplement for clarification so that the provision shall be implemented consistently by all departments and offices.

**2.0 SECTION II: STANDARD PURCHASING PROCEDURES**

**2.1 Standard Purchases Procedures Applicability**

The provisions of this section apply to all standard or non-emergency purchases, and are hereafter referred to as "standard purchasing procedures" in this policy.

"Standard Purchases" are described as systematic, planned and necessary purchases for administration and operation of a project, division, and/or department. There shall be no exception to these standard procedures except as provided in "Non-Standard, Urgent (FD-6) and Emergency Purchases (FD-14) Procedures": in Section III of this policy.

## **2.2 Initiating a Purchase: Purchase Requisition**

Standard purchases may be initiated either by use of a completed Lincoln County Purchase Requisition (FD-2) submitted to the Purchasing Office or by electronic submission in the format specified by the AS-400 by an authorized purchaser with access to our system and as recorded in the Purchasing Office. If the Purchase Requisition (FD-2) is used it shall include pertinent information as required by the Purchasing Agent to include but not necessarily limited to:

- A. Vendor to whom the purchase order will be issued.
- B. Quantity - Specify approximate number per unit being requested. Units may be "each", "box", "gals", "reams", "pounds" etc.
- C. Description - The description of the items or services should be sufficiently complete to identify the item being purchased and to allow processing of the requisition without requesting additional information. Common use items may be identified by brand names.
- D. Unit cost, or estimated cost, if exact cost cannot be determined.
- E. Department -Department initiating the requisition.
- F. Date - Date the requisition is prepared.
- G. Department Head or Authorized Agent -Signature. (Should match information as submitted on FD-1)
- H. GSA Number or BID Number, State Purchasing Contract or Lincoln County Bid Number.
- I. General Ledger Account Number - The appropriate budgeted fund, department and line item number must be shown on each requisition in order for the costs of the items purchased to be appropriately charged. It is the authorized user's (as described in 1.4 of this policy) responsibility to assign the line item account number to the requisition.

Requisitions may include multiple line items PROVIDED they are within the same fund.

Requisitions which do not include the above information will be refused by the Purchasing Agent or representative. After a sufficient requisition is accepted by the Purchasing Office, the Purchase Order will be processed.

## **2.3 Purchase Orders**

Prior to executing the purchase, the vendor must receive the purchase order or purchase order number. Purchases executed prior to obtaining a purchase order are considered unauthorized, except as otherwise provided in "Non-Standard and Emergency Purchasing Procedures", Section III of this policy. The purchaser shall inform the vendor that the purchase order number must be included on the invoice

submitted to the County for payment. If a change to the purchase order is necessary due to adding or subtracting of goods, form FD13 Purchase Order Change/Cancellation must be filed in the Finance Department.

## **2.4 Invoices**

An invoice is an itemized document submitted by the vendor to the County for payment for material or services provided to the County. It is the responsibility of the department to insure that a purchase order is provided to the vendor when ordering materials or services and the vendor shall include the purchase order number on the invoice submitted to the County for payment. Exceptions to this policy must meet all criteria as outlined in Section 3.2.2 of this policy.

### **2.4.1 Verification of Invoices**

Authorized personnel of the ordering department will verify the correctness of invoices, including purchase order number, pricing and that all goods have been received. Invoices shall be approved by authorized personnel of the ordering department (should match information as submitted on FD-1).

### **2.4.2 Processing for Payment**

It shall be the responsibility of the Finance Office to insure that all invoices received are appropriately authorized prior to payment. It is the responsibility of the Finance Administrator to ensure that appropriate procedures are established and followed for payment of invoices, and that payments are made in a timely manner, and to insure that discounts are taken and late charges avoided.

## **2.5 Over Expenditures**

Requisitions shall not be initiated and purchase orders shall not be issued, approved or processed in cases that line items will be over expended, except as approved by the Finance Director in accordance with State and County regulations and provisions, and provided there are legally sufficient budget balances available otherwise. It shall be the primary responsibility of the purchase user to insure sufficient funds are available prior to initiating a purchase. The Finance Administrator shall provide sufficient information; data or reports, upon request, to keep purchasers properly updated on budget balances, and shall notify any office, department or agency head, after analysis of the monthly budget report, of any indications of an existing or impending budget balance problem.

## **2.6 Competitive Purchases**

Purchase users shall attempt to insure that all purchases are made at the best possible prices, and purchases shall be made in accordance with the following provisions. The dollar limits assigned to each category apply to the cost of the total order, not to the cost of each item.

- A. \$2,500 or Less:** Purchases shall be made at the best obtainable price (according to State Statute 13-1-125 C).

- B. \$2,501 to \$20,000 :** Purchases shall be made at the best obtainable price after three (3) bona fide written or telephone quotes from different vendors (using form FD-3) have been solicited for the items(s) being purchased. Form FD-3 must be submitted to the Purchasing Department to support the purchases.
- C. \$20,001 to \$ \$ 60,000:** (Except as stated in Sections 2.6 E and F of this policy). All purchases exceeding \$20,000 shall be appropriately initiated, processed and executed through the Purchasing Agent, and require either three (3) bona fide written quotes or State/Federal Purchasing contract, if available.
- D. \$ \$60,001 and Above:** Pursuant to State Statute 13-1-104 all purchases exceeding \$ \$60,000 require formal bid procedures as specified by State regulations and shall be processed and executed by the Purchasing Agent after receiving approval from the County Manager to advertise for bids. Such purchases must be approved in the current budget and, if deemed appropriate, the county manager may request approval of the County Commission to go out for bid Such bids exclude the amount of state and local gross receipt taxes from price evaluation of the small purchase cap. The central purchasing office shall maintain for a minimum of three (3) years records of all competitive sealed bids or proposals. Excludes amount of state and local gross receipts taxes from price evaluation of the small purchase cap. The central purchasing office shall maintain for a minimum of three (3) years, records of all competitive sealed bids or proposal.
- E. Telephone and Written Quote Exceptions:** In the event there are not three (3) known vendors which have materials or services available, less than three (3) quotes are permissible provided the user verifies on the requisition that every reasonable attempt has been made to obtain three (3) quotes, and the quotes obtained will be included with the requisition. Sole source documentation must be included with the requisition when the above procedures have been followed, but there is only one vendor available. When a vendor has a State or Federal Purchasing Contract, or if a vendor has an agreement or contract with the County to provide materials or services, multiple quotes are not required.
- F. State or Federal Purchasing Contract and Cooperative Bid Exceptions:** Direct purchases may be made in cases that a vendor has a State or Federal Purchasing Contract recorded in the Purchasing Office. Also, the County may purchase items cooperatively through another public body's bid process consistent with State regulations.
- G. Bid Specifications:** Specifications should be written primarily to address the need of the County for a specific item to perform a specific function. Specifications written for purchases shall not be "closed or exclusive," or otherwise written in such a way as to intentionally favor or exclude a vendor. Reference to specific types or quality shall be followed by wording "or equal" and all specifications regardless of wording shall be considered as "or equal."
- 2.7 Sole Source Purchase SB 182 (HELP)**  
A sole source purchase is permissible when there is only one (1) vendor that can

provide an item or service. The department head shall certify on a sole source form (FD-5) that a good faith effort has been made to contact other vendors in the general overall geographical region that the sole source has been located, and that the item or service is the only source found to be available in the region. The Purchasing Agent shall certify that

1. every effort has been made to determine if there is a Federal Purchasing or State Contract for the item or service requested and
2. that negotiations, as appropriate, have been conducted with the sole source vendor to determine that it is the best obtainable price. The central purchasing office shall maintain for a minimum of three (3) years, records of all sole source procurement. The record of such procurement shall be public record and shall contain:
  - A. The contractor's name and address;
  - B. The amount and term of the contract
  - C. A listing of the services, construction or items of tangible personal property procured under the contract; and
  - D. The justification for the procurement method form FD-5.

A new section of the Procurement Code is enacted to read:

“SOLE SOURCE CONTRACT—NOTICE—PROTEST

- A. At least thirty days before a sole source contract is awarded, the state purchasing agent, a central purchasing office or designee of either shall post notice of the intent to award a sole source contract on its website. If a central purchasing office does not maintain a web site, it shall post the notice on the state purchasing agent’s website. The notice shall identify at a minimum:
  1. The parties to the proposed contract;
  2. The nature and quantity of the service, construction or item of tangible personal property being contracted for; and
  3. The contract amount.
- B. Any qualified potential contractor who was not awarded a sole source contract may protest to the state purchasing agent or a central purchasing office. The protest shall be submitted in writing within fifteen calendar days of the notice of intent to award a contract being posted by the state purchasing agent or central purchasing office.”

“COMPETITIVE SEALED BIDS AND PROPOSALS—RECORD MAINTENANCE.—A central purchasing office shall maintain, for a minimum of three years, all records relating to the award of a contract through a competitive sealed bid or competitive sealed process.”-----SB182.

## **2.8 Fixed Asset Purchase**

All capital outlay purchases are considered fixed assets pursuant to State Statute 12-6-10 and shall be noted as such on the purchase requisition. The following documents shall be completed as applicable, Form FD-10 FIXED

ASSETS ADDITION, Form FD-11 FIXED ASSETS DELETION FORM and Form FD-12 FIXED ASSETS TRANSFER FORM. It shall be the responsibility of the Purchasing Office to screen all purchases and identify and process fixed assets in accordance with all current State and County Provisions and Laws regarding fixed assets.

**2.9 Procurement of Professional Services**

All professional services having a value not exceeding sixty thousand dollars (\$60,000) will be procured at the best negotiated price as pursuant to State Statute 13-1-125 C

**2.10 Personal Use Prohibited**

There shall be no purchases made for personal or private use.

**3.0 SECTION III: NON-STANDARD, URGENT AND EMERGENCY PURCHASING PROCEDURES**

**3.1 Non-Standard, Urgent and Emergency Procedures:**

**General Provisions**

The provisions of this section apply to all purchases other than purchases subject to the standard purchasing procedures as specified in Section II of this policy. Generally, this section includes all purchases which are justifiably urgent or are emergencies, and cannot, therefore, reasonably follow the standard processing and other non-standard procedures of this policy. It is the responsibility of the Authorized Purchaser to insure that all purchases made under provisions of this section are immediate and unforeseen. Questionable purchases shall be reported to and reviewed by the County Manager.

**3.2 Emergency or Urgent Purchases**

Emergency purchases (FD-14) are authorized purchases only in cases which are justifiable, necessary and cannot be delayed until the standard purchasing procedures can be utilized. As pursuant to State Statute 13-1-127B an emergency condition is a situation which creates a threat to public health, welfare or safety such as may arise by reason of floods, epidemics, riots, equipment failures, acts of terrorism, or similar events and includes the planning and preparing for an emergency response. The existence of the emergency condition creates an immediate and serious need for services, construction, or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. the functioning of government;
2. the preservation or protection of property; or
3. The health or safety of any person

Purchases which could have been reasonably pre-planned or anticipated shall not be considered as an emergency or urgent purchase. Emergency procurements shall be made with competition as is practicable under the circumstances. Emergency or urgent purchases are permissible provided they are in accordance with the following

provisions.

Emergency procurements shall not include the purchase or lease purchase of heavy road equipment. The state purchasing agent or a central purchasing office shall use due diligence in determining the basis for the emergency procurement and for the selection of the particular contractor. The determination shall be in writing and included in the procurement file.

A new section of the Procurement Code is enacted to read:

“EMERGENCY CONTRACT—NOTICE—PROTEST

- C. When an emergency contract is awarded, the state purchasing agent, a central purchasing office or designee of either shall post notice of the intent to award an emergency contract on its website within three (3) business days. If a central purchasing office does not maintain a web site, it shall post the notice on the state purchasing agent’s website. The notice shall identify at a minimum:
4. The parties to the proposed contract;
  5. The nature and quantity of the service, construction or item of tangible personal property being contracted for; and
  6. The contract amount.
- D. Any qualified potential contractor who was not awarded an emergency contract may protest to the state purchasing agent or a central purchasing office. The protest shall be submitted in writing within fifteen calendar days of the notice of intent to award a contract being posted by the state purchasing agent or central purchasing office.”

### **3.2.1 Urgent Purchases**

An urgent purchase is a purchase which justifiably requires immediate purchase, and which cannot reasonably or practicably be telephoned in to the Purchasing Office to obtain a purchase order number prior to the purchase being made. A written explanation on form FD-6 shall be submitted three (3) normal working days after the purchase is made. In cases that an invoice is received by the Purchasing Office prior to form FD-6 being submitted, processing shall not proceed. All urgent purchases (form FD-6) shall be approved by the top level office or department head, or designee as stated on form FD-1 Authorized Purchasers.

### **3.2.2 Emergency Purchases**

An emergency purchase (FD-14) is permissible when there is an existing condition which creates a threat to public health, welfare or safety such as may arise by reason of floods, epidemics, riots, equipment failures, acts of terrorism, or similar events, and includes the planning and preparing for an emergency response. The existence of the emergency condition creates an immediate and serious need for procurement of items or services or construction that cannot be met through normal procurement methods and which would seriously

threaten the functioning of government; the preservation or protection of property; or the health or safety of any person. An emergency condition must be determined by the County Manager and concurred in by the Chairman of the Board of County Commissioners. The central purchasing office shall maintain for a minimum of three (3) years, records of all emergency procurement. The record of such procurement shall be public record and shall contain:

1. The contractor's name and address.
2. The amount and term of the contract.
3. A listing of the services, construction or items of tangible personal property procured under the contract; and
4. The justification for the procurement method must be recorded on form FD-13.

A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the procurement file.

### **3.2.3 Urgent or Emergency Requisitions**

All urgent or emergency requisitions shall have the words "Urgent" or "Emergency" written on the top as is applicable, and shall be accompanied by a receipt or invoice for the purchase.

### **3.3 Telephone Orders and Repairs**

All orders for new telephones or telephone repairs must be initiated and processed through the Finance Office to insure appropriate and legal purchasing procedures are followed, and to insure appropriate record keeping.

### **3.4 Open Purchase Orders**

For the purpose of this policy, open purchase orders are purchase orders which are utilized for numerous and repeated daily purchases which are anticipated over an extended period of time, not to exceed 31 days.

- A. Authorization to use open purchase orders in all cases shall require prior approval by the County Manager after written justification for using open purchase orders is submitted on form FD-7.
- B. A written requisition shall be submitted for each vendor each time that an open purchase order is requested. The words "OPEN" must be marked boldly on the requisition before it may be used for multiple purchases and an estimated amount must be stated. The period for each open purchase order shall begin on the date issued and end on the last day of the month it is issued.
- C. Actual invoices for the purchases made against an open purchase order shall be submitted to the Finance Office upon receipt and the final invoice shall be marked "FINAL" to denote closing of the open purchase order. The

Purchasing Agent shall review any cases of improper use of open purchase orders with the County Manager.

- D. The purchase user shall advise the vendor that when the amount of the purchases reaches the total dollar amount issued for the open purchase order the purchase order shall be closed out and a new one issued for additional purchases.
- E. Care should be exercised that an open purchase order is always in force before a purchase is made against it.

### **3.5 Petty Cash Purchases**

Petty cash funds are cash funds which are made readily available to offices or department heads for the purpose of making small purchases in times when it is not practical or feasible to pay by warrant. Single purchases must not exceed a maximum of twenty-five dollars (\$25.00). Petty cash fund custodians for each fund shall consist of the Department Head and his authorized designee(FD8). Fund custodians and other employees who are authorized to make petty cash purchases are responsible for preparing vouchers and all other paperwork involved in these purchases.

A petty cash fund shall not exceed two hundred dollars (\$200.00) for any County Office as form FD8 designates (and filed with the Finance Department).

A petty cash fund shall be established in the amount of one thousand dollars (\$1000.00) in the Sheriff's Department for use as per diem for out-of-state transportation and extradition of prisoners or emergency per diem for purchases where normal purchasing procedures are not feasible. This fund is to be established by a checking account, and reconciliation with supporting documents must be submitted to the Treasurer's Office monthly.

#### **3.5.1 Responsibility**

- A. The Finance Administrator shall be responsible for establishing written safeguards, provisions and procedures to insure appropriate accounting and maximum accountability for all petty cash funds. The Finance Administrator may at any time change the procedures for petty cash funds, or eliminate a petty cash fund if deemed appropriate, or eliminate a petty cash fund in cases when procedures are not being reasonably followed or in cases when unnecessary or repetitious shortages/overages in funds occur.
- B. Petty cash funds are subject to audit by the County Manager or Finance Administrator at any time without notice.
- C. Custodians shall be assigned to each individual petty cash fund and be held responsible to the Finance Administrator for the fixed amount of all funds in their custody and for the appropriate management of the petty cash funds.
- D. A custodian's statement of responsibility, FD-8, will be signed and kept on file in the Finance Department for the amount of each fund in the possession of the custodian.

- E. All custodians shall sign for a copy of the Petty Cash Procedures and be knowledgeable thereof. Certified copies of updated Petty Cash Procedures shall be attached to and made a supplement of this Policy.
- F. Transfer of a fund from one (1) person to another will be made by the Finance Administrator. At such time, the fund will be counted, the present custodian's statement of responsibility signed, and the fund transferred.
- G. The purchaser is responsible for the full amount of cash received from the petty cash fund until a cash register tape or invoice is returned to the petty cash custodian.

### **3.5.2 Safeguarding Petty Cash Funds**

Petty cash funds should be kept by the custodian in a metal box equipped with a lock. This locked box will be kept overnight in a locked cabinet, vault or safe. These funds and supporting invoices should not be carried on the person of the custodian. Only the department head and his authorized designee should have access to the petty cash funds.

### **3.5.3 Petty Cash Receipt/Vouchers**

A petty cash receipt/voucher, (hereinafter called "voucher") must be processed in the following manner:

- A. A voucher should be completed in ink for each disbursement from the petty cash fund.
- B. An invoice will be secured for each purchase showing exact items purchased. If only a cash register tape is available items purchased should be described on the voucher.
- C. Only purchases for twenty-five dollars (\$25.00) and under may be paid from petty cash.
- D. Splitting of invoices for purchases of over twenty-five dollars (\$25.00) will not be permitted under any circumstances. Personal use is strictly prohibited.

### **3.6 Routine Monthly Purchases and Other Non-standard Purchases**

Routine monthly County purchases such as utility bills or other service charges, subscription renewals and membership dues and other non-standard purchases such as professional services, lease purchases, formal bids, purchase of real property, funds appropriated for support to other agencies, emergency purchases, or other purchases requiring special approval purchases for County construction projects, purchases by agreement or contract, and other special purchases shall be processed in accordance with State statutes and this Purchasing Policy.

### **3.7 Exemptions from the Procurement Code**

Hospital and health care exemption: The provisions of the Procurement Code shall not apply to procurement of items of tangible personal property or services by a state agency of a local public body through: (State statute 13-1-98.1)

A. an agreement with any other state agency, local public body or external procurement unit or any other person, corporation, organization or association that provides that the parties to the agreement shall join together for the purpose of making some or all purchases necessary for the operation of public hospitals or public and private hospitals, if the state purchasing agent or a central purchasing office makes a determination that the arrangement will or is likely to reduce health care costs; or

B. an agreement with any other state agency, local public body or external procurement unit or any other person, corporation, organization or association for the purpose of creating a network of health care providers or jointly operating a common health care service, if the state purchasing agent or a central purchasing office makes a determination that the arrangement will or is likely to reduce health care costs, improve quality of care or improve access to care.

The provisions of the Procurement Code shall not apply to the purchase for resale by the state fair commission of feed and other items necessary for the upkeep of livestock; contracts entered into by the Crime Victims Reparation Commission to distribute federal grants to assist victims of crime, including grants from the federal Victims of Crime Act of 1984 and the federal Violence Against Women Act; and procurements exempt from the Procurement Code as otherwise provided by law.

The provisions of the Procurement Code shall further not apply to purchases of books, periodicals, and training materials in printed or electronic format from the publishers or copyright holders thereof; purchases not exceeding ten thousand dollars (\$10,000.00) consisting of magazine subscriptions, web-based or electronic subscriptions, conference registration fees and other similar purchases where prepayments are required.

### **3.8 End of Fiscal Year**

Special purchasing procedures shall be followed to insure that State law and regulations and proper accounting procedures are followed to appropriately close out at the end of the fiscal year.

#### **Provisions are as follows:**

**A. Thirty (30) Days Prior to Year Ending:**

Thirty (30) days prior to end of the fiscal year, purchase orders will be issued only for purchases in which invoices will be received within an estimated thirty (30) days, except as otherwise specifically approved by the Purchasing Agent.

**B. Fifteen (15) Days Prior to Year Ending:**

There shall be no purchases of any kind made, or purchase orders issued or processed within fifteen (15) days prior to the end of the fiscal year, except in extreme emergencies or as specifically approved otherwise by the Purchasing Agent.

### **3.9 Approval and Revision of Supplements**

All supplements or revisions to supplements of this policy shall be approved by the County Manager and attached to and made a part of this policy.

#### 4.0 SECTION IV: FORMS

##### 4.1 Standardized Forms

Standardized forms used for the processing of the foregoing policy are as follows:

- A. **FD-1 AUTHORIZED PURCHASERS**  
Authorized signatures for Requisition/Purchase Orders. This is the form used by purchase users authorizing personnel in their respective departments to sign requisition/purchase orders.
- B. **FD-2 REQUISITION/PURCHASE ORDER**  
The requisition/purchase order is required as per Section 2.2 and 2.3. The requisition/purchase order is supplied to the purchase user and is the authorization to make a purchase as per Section 2.3. The white copy is the original document which must be given to the vendor; the yellow copy is the purchase user copy, the pink and goldenrod copies are for the Finance Department use.
- C. **FD-3 TELEPHONE QUOTES**  
The telephone quotes form must be used in compliance with Section 2.6.B
- D. **FD-4 REQUEST FOR WRITTEN QUOTE**  
The written quotation form must be used in compliance with Section 2.6.B
- E. **FD-5 SOLE SOURCE CERTIFICATION**  
The sole source certification is used in compliance with Section 2.7.
- F. **FD-6 URGENT PURCHASE**  
The urgent purchase form is used in compliance with Section 3.2.2.
- G. **FD-7 REQUESTS FOR AUTHORIZATION FOR OPEN PURCHASE ORDERS**  
This form is used in compliance with Sections 2.2, 3.3, 3.4, 3.7 and 3.9.
- H. **FD-8 CUSTODIAN STATEMENT OF RESPONSIBILITY**  
This form is used in compliance with Section 3.7 and supplements thereof and designates the custodian and his responsibility regarding Petty Cash Funds.
- I. **FD-9 REPORT OF PETTY CASH FUND**  
This form is used in compliance with Section 3.5 and supplements thereof to report any discrepancies in the Petty Cash Fund.
- J. **FD-10 ADDITIONS TO FIXED ASSETS**  
This form is used to add fixed assets to inventory
- K. **FD-11 DELETIONS TO FIXED ASSETS**  
This form is used to delete fixed assets from inventory
- L. **FD-12 TRANSFER OF FIXED ASSETS**  
This form is used to transfer fixed assets within inventory.
- M. **FD-13 PURCHASE ORDER CHANGE/CANCELLATION**  
This form is used to make changes to an existing purchase order prior to receipt of Invoice.
- N. **FD-14 EMERGENCY PURCHASE**  
This justification for an emergency purchase is used in compliance with

Section 3.2.2.

**4.2 Revision of Forms**

All standardized forms as specified in this Policy may be changed as deemed appropriate by the County Manager.

**COUNTY OF LINCOLN  
PO BOX 711  
CARRIZOZO, NM 88301-0711**

\*\*\*\*\*

TO: PURCHASING DEPARTMENT, OFFICE OF THE MANAGER

FROM: \_\_\_\_\_

SUBJECT: AUTHORIZED SIGNATURES FOR REQUISITIONS

DATE: \_\_\_\_\_

.....

THE FOLLOWING PERSONS ARE AUTHORIZED TO SIGN AND/OR ENTER PURCHASE REQUISITIONS FOR EXPENDABLE SUPPLIES, SERVICES, AND/OR CAPITAL OUTLAY.

- A. NOT TO EXCEED TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)

	NAME	COMPUTER USER ID
1.	_____	_____
2.	_____	_____

- B. MORE THAN TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) AND LESS THAN SIXTY THOUSAND DOLLARS (\$60,000.00) AND CAPITAL OUTLAY REQUISITIONS.

	NAME	COMPUTER USER ID
1.	_____	_____
2.	_____	_____



**REQUEST FOR WRITTEN QUOTE**

This is an Inquiry - **NOT AN ORDER**

Please Quote Promptly

\*\*\*\*\*

TO: \_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

Please quote prices on items listed below. Note delivery requirements and state firm delivery date.

**LINCOLN COUNTY**

DEPARTMENT \_\_\_\_\_

PO BOX 711

300 Central

Carrizozo, NM 88301-0711

DATE: \_\_\_\_\_

REPLY DUE BY \_\_\_\_\_

DELIVERY REQUESTED BY \_\_\_\_\_

Items must be quoted  
FOB Carrizozo, FFA

Lincoln County pays net 30 unless other arrangement  
are made

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT

**Vendor: Please complete this information**

1. Delivery Promised \_\_\_\_\_ **Purchasing Department**
2. Terms \_\_\_\_\_ Requisition # \_\_\_\_\_
3. Date of Quotation \_\_\_\_\_ P.O. # \_\_\_\_\_

FED ID

No. \_\_\_\_\_

NM CRS

No. \_\_\_\_\_

NM Pref. No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Vendor Signature

**SOLE SOURCE CERTIFICATION**

A Sole Source Certification is required when there is only one (1) vendor that can provide an item or service.

For example, if the sole source is located in the County, an attempt must be made to contact vendors in only the County which may have the item. However, if the sole source is located in Texas, then an attempt must be made to contact vendors in the Texas, New Mexico region.

If there is a GSA or State Contract for the item a sole source certification is not permissible.

**CERTIFICATION BY DEPARTMENT**

I hereby certify that a good faith effort has been made to contact other vendors in the general overall geographical region that the sole source has been located, and that the item or service is the only source found to be available in that region.

Names of vendors contacted which do not have the item or service available:

\_\_\_\_\_  
\_\_\_\_\_

Description of sole source item or service

\_\_\_\_\_  
\_\_\_\_\_

Name of Sole Source Vendor: \_\_\_\_\_

Address of Sole Source Vendor: \_\_\_\_\_  
\_\_\_\_\_

Price of Sole Source Items or Service: \_\_\_\_\_

\_\_\_\_\_  
Date Department Head

**CERTIFICATION OF PURCHASING AGENT**

I certify that there is not a GSA or State Contract for the item or service requested and that negotiations, as appropriate, have been conducted with the sole vendor to determine that this is the best price obtainable.

\_\_\_\_\_  
Purchasing Agent

\_\_\_\_\_  
Date

**URGENT PURCHASE**

*Required immediate purchase which could not reasonably or practicably be telephoned into the Purchasing Office to obtain a Purchase Order number prior to the purchase.*

DATE: \_\_\_\_\_

The attached Invoice Number \_\_\_\_\_ purchased on \_\_\_\_\_  
Invoice # Date

from \_\_\_\_\_ purchased at \_\_\_\_\_ am/pm being submitted for  
Vendor Name Time

payment from line item: \_\_\_\_\_  
Budget Line #

The following reasons substantiate this purchase made without pre-authorization at a time other than regular business hours of the Finance Office.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signed:

\_\_\_\_\_  
Title:

\*\*\*\*\*  
\*\*\*

- Above urgent purchase allowed
- Above urgent purchase must go before Commission
- Additional information is needed before approval is allowed
- Appears to be an ongoing situation.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signed:

\_\_\_\_\_  
Title:



**PETTY CASH  
CUSTODIAN'S STATEMENT OF RESPONSIBILITY**

This is to certify that I, \_\_\_\_\_ am the authorized department head of the \_\_\_\_\_ department and that I have designated \_\_\_\_\_ as my authorized alternate custodian of the \_\_\_\_\_ fund.

Furthermore, I certify that I have received from the County of Lincoln \$ \_\_\_\_\_ to be used for the \_\_\_\_\_ Fund. Upon my termination as custodian of this fund, I will account for the entire fund to the Finance Administrator. If there is a shortage in the fund which cannot be explained to the County, I hereby authorize the County to deduct same amount from any wages or salary which may be due me and promise to pay to the County any deficiency, immediately. If such shortage in the fund is due to criminal act on my part, I realize that I may be prosecuted for the same.

I have read and understand the procedures relating to petty cash funds and agree to abide by these procedures.

\_\_\_\_\_  
Custodian-Department Head

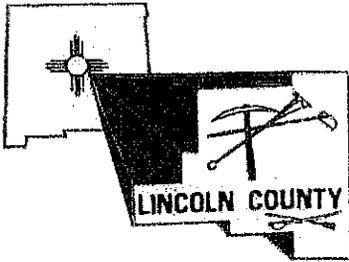
\_\_\_\_\_  
Alternate Custodian

**REPORT OF PETTY CASH FUND**

DATE: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

**PETTY CASH FUND TOTAL AMOUNTS**      \$ \_\_\_\_\_  
**TOTAL CASH ON HAND**                    \$ \_\_\_\_\_  
**TOTAL RECEIPTS**                            \$ \_\_\_\_\_  
**TOTAL FUND**                                    \$ \_\_\_\_\_  
 (SHOULD EQUAL TOTAL PETTY CASH FUND)

<b>CASH ON HAND (CASH COUNT LISTED BELOW)</b>		<b>EXPENDITURES</b>	
	<b>\$</b>	<b>LINE NUMBER</b>	<b>AMOUNT</b>
PENNIES	\$		\$
NICKELS	\$		\$
DIMES	\$		\$
QUARTERS	\$		\$
ONES	\$		\$
FIVES	\$		\$
TENS	\$		\$
TWENTYS	\$		\$
	\$		\$
<b>TOTAL CASH</b>	<b>\$</b>	<b>TOTAL ALL EXPENDITURES</b>	<b>\$</b>



www.lincolncountynm.net

# County of Lincoln

P.O. Box 711 • 300 Central Ave. • Carrizozo, New Mexico 88301-0711 • (575) 648-2385

## AGENDA ITEM NO. 20

January 8, 2015

### MEMORANDUM

**TO:** County Commissioners

**FROM:** Nita Taylor, Lincoln County Manager *NT*

**SUBJECT:** Lincoln County FY13-14 Audit Brief

**Purpose:** To provide an opportunity for Accounting & Consulting Group, LLP, to present the FY13-14 Audit Brief to the Commission

### **Discussion:**

On November 6, 2014, the County received its exit conference with Accounting & Consulting Group, LLP Supervisor, Alan Bowers, CPA. The report was submitted November 17, 2014, to the New Mexico State Auditor, meeting the required deadline.

At enclosure 1 is the release by the State Auditor specifying that the audit becomes public five days after the date of the release letter, at or after which time the audit report shall be:

1. Released by the Office of the State Auditor to the Legislative Finance Committee and the Department of Finance & Administration; and
2. Presented to the Commission at a public meeting, for approval. ***The presentation of the audit report should be documented in the minutes of the meeting.***

The independent public accountant's findings and comments are included in the audit report on pages 174 – 180 (Enclosure 2). Under separate cover, the Board of County Commissioner's has received a complete copy of the 2013-2014 annual audit report.

**Recommendation:** As required by State Auditor administrative instructions noted in the letter at enclosure 1, I recommend you approve the annual audit.



State of New Mexico  
OFFICE OF THE STATE AUDITOR

Hector H. Balderas  
State Auditor

RECEIVED  
DEC 29 2014  
ADMINISTRATION  
LINCOLN COUNTY, NM  
Carla C. Martinez  
Deputy State Auditor

December 29, 2014

SAO Ref. No. 5014

Nita Taylor, County Manager  
Lincoln County  
P.O. Box 711  
Carrizozo, NM 88301-0711

SUBJECT: Audit Report—Lincoln County—2013-2014 Fiscal Year—Prepared by Accounting & Consulting Group, LLP

The audit report for your agency was received by the Office of the State Auditor (Office) on November 17, 2014. The State Auditor's review of the audit report required by Section 12-6-14 (B) NMSA 1978 and 2.2.2.13 NMAC has been completed. This letter is your authorization to make the final payment to the independent public accountant (IPA) who contracted to perform the agency's financial and compliance audit. In accordance with Section 2 of the audit contract, the IPA is required to deliver the specified number of copies of the audit report to the agency.

Pursuant to Section 12-6-5 NMSA 1978, the audit report does not become public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the Office. Once the five-day period has expired or upon the Office's receipt of a written waiver, the audit report shall be:

- released by the Office to the Legislative Finance Committee, and the Department of Finance and Administration; and
- presented by your agency to a quorum of the agency's governing authority at a public meeting, for approval, per Section 2.2.2.10(J)(3)(d) NMAC, *Requirements for Contracting and Conducting Audits of Agencies*.

The independent public accountant's findings and comments are included in the audit report on pages 175 - 180. **It is ultimately the responsibility of the governing authority of the agency to take corrective action on all findings and comments.**

HECTOR H. BALDERAS  
STATE AUDITOR

cc: Accounting & Consulting Group, LLP

2540 Camino Edward Ortiz, Suite A, Santa Fe, New Mexico 87507  
Toll Free 1-800-432-55 17  
Local (505) 476-3800 • Fax (505) 827-3512  
<http://www.osanm.org> • 1-866-OSA-FRAUD

ENCL 2

STATE OF NEW MEXICO  
 Lincoln County  
 Schedule of Findings and Questioned Costs  
 June 30, 2014

**Section I – Summary or Audit Results:**

*Financial Statements:*

- |  |            |
|--|------------|
| 1. Type of auditors' report issued   | Unmodified |
| 2. Internal control over financial reporting:                                    |            |
| a. Material weaknesses identified?   | Yes        |
| b. Significant deficiencies identified not considered to be material weaknesses? | Yes        |
| c. Noncompliance material to the financial statements noted?                     | Yes        |

*Federal Awards:*

- |   |            |
|---|------------|
| 1. Internal control over major programs:  |            |
| a. Material weaknesses identified?  | No         |
| b. Significant deficiencies identified not considered to be material weaknesses?                                      | No         |
| 2. Type of auditors' report issued on compliance for major programs   | Unmodified |
| 3. Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? | No         |
| 4. Identification of major programs:  |            |

CFDA Number	Federal Program
10.664	Hazardous Fuel Reduction
97.036	Disaster Grants – Public Assistance (Presidentially Declared Disasters)*

- |  |           |
|--|-----------|
| 5. Dollar threshold used to distinguish between type A and type B programs:                                    | \$300,000 |
| 6. Auditee qualified as a low-risk auditee under the requirements set forth by OMB Circular A-133 section 530? | No        |

**Section II – Financial Statement Findings**

**FS 2008-001 (FS 08-01) – Capital Asset Additions and Related Accumulated Depreciation Estimates (Repeated/Modified) – Significant Deficiency**

*Condition:* The County has not followed their policy in regards to implementing Capital Assets and the related “in service dates.” The County made an adjustment to the beginning estimated accumulated depreciation in the amount of \$129,625 and an adjustment to building costs in the amount of \$67,697 for the year ended June 30, 2014.

*Criteria:* Per section 2.20.1.10 of NMAC, capital assets acquired through purchase shall be recorded at cost. Capital assets include assets constructed by agency personnel. GASB Statement No. 34 paragraph 20 requires capital assets to be reported, net of accumulated depreciation, in the statement of net position.

*Effect:* There was an adjustment to the estimate for accumulated depreciation as well as an adjustment to the cost of buildings for the year ended June 30, 2014.

*Cause:* There were adjustments made to useful lives for multiple assets in the accounting software, which changed the beginning accumulated depreciation in which the County had not monitored, tracked, or approved throughout the year. Due to an entry error by the County, the County incorrectly removed a warehouse inventory item in the amount of \$67,697 in FY 2012 that had to be added back into the system in the current year.

*Auditors' Recommendations:* The County should implement internal controls to verify that capital asset useful lives are input into the system correctly, and if items are changed, that the County has documented the changes and reasons for the changes. We also recommend that the County verify that deletions made in the system are actually for items that are not longer in service and review their annual inventory count current listing to verify that all assets are properly depreciating as of their “in service dates.”

*Agency's Response:* The County has implemented changes to ensure that all items listed in inventory are entered with the correct estimated life. We have also begun a monthly internal audit to keep all data accurate. Physical counts will be conducted as required by the County of Lincoln on an annual basis.

**Section II – Financial Statement Findings (continued)**

**FS 2012-001 (FS 12-01) – Grant Compliance (Repeated/Modified) – Noncompliance**

*Condition:* During our audit of the County's compliance with grants and applicable compliance requirements, we noted that the County did not have a resource advisory committee regarding the expending of Title III County funds under the Forest Service Schools and Roads programs.

*Criteria:* The 2014 A-133 Compliance Supplement, released in March, 2014, stipulates the following:

1. A participating county may use Title III County funds only after a 45-day public comment period, at the beginning of which the participating County must –
  - a. Publish in any publications of local record a proposal that describes the proposed use of the County funds; and
  - b. Submit the proposal to any resource advisory committee established under 16 USC 7125 for the participating County (16 USC 7142(b)).

*Effect:* The County is not in compliance with this requirement and could be penalized by the United States Department of Agriculture.

*Cause:* Management was unaware of the requirement for a resource advisory committee for the expensing of Title III funding.

*Auditors' Recommendation:* We recommend that the County implement internal controls in order to review all requirements of grants and agreements received to ensure County compliance with the applicable grants.

*Agency's Response:* The County agrees with the recommendations to implement internal controls in order to review all requirements of grants and agreements received to ensure County compliance with the applicable grants. The Manager has already contacted the Lincoln National Forrest's Resource Advisory Committee regarding the process to submit the proposal to the approval Resource Advisory Committee.

**Section II – Financial Statement Findings (continued)**

**FS 2013-002 Preparation of Accounts Payable (Repeated/Modified) – Other Matter**

*Condition:* During our performance of testing subsequent disbursements related to the audit procedures performed over accounts payable, we noted that the County incorrectly excluded two payable items in the total amount of \$389,028.

*Criteria:* According to the American Institute of Certified Public, AU-C Section 265, a system of internal control over financial reporting does not stop at the general ledger. Well designed systems include controls over financial statement preparation, including GAAP-Basis accruals, and any footnote disclosures. Generally Accepted Accounting Principles (GAAP) state that expense recognition is recognized in the period in which the transaction is incurred.

*Effect:* The County's accounts payable balance was understated at year end.

*Cause:* The County created a listing of accounts payable at June 30, 2014 and left off two items that should have been including in that listing. One item was for construction services that were performed as part of an ongoing project that were performed in June, however the billing was not clear as to the timing of services performed and the County did not include this amount on their listing. One item was for services performed in June and was overlooked in the preparation of the accounts payable listing by the County.

*Auditors' Recommendation:* We recommend that the County double check their listing of accounts payable and subsequent disbursements in order to verify that all accounts payable items are included in the year end balance.

*Agency's Response:* The County has implemented a secondary check of the accounts payable and subsequent disbursements in order to verify all items are included in the year end balance.

**Section II – Financial Statement Findings (continued)**

**FS 2014-001 – Internal Controls over Payroll – Significant Deficiency**

*Condition:* During our testwork over payroll we noted the following control deficiencies:

- The County uses a payroll journal book in order to update personnel and payroll information; however access to this book (and related personnel information) is not appropriately restricted.
- The County does not have appropriate segregation of duties over payroll as the Finance Officer, who prepares payroll, also has access to and make changes to personnel information in the accounting system.
- The County does not have a process in place in order to ensure that all changes to the payroll master file are approved and reviewed by management.

*Criteria:* The COSO Internal Control Integrated Framework consists of five critical elements that must be present in carrying out the achievement objectives of an organization. These elements are known as the control environment, risk assessment, control activities, information and communication and monitoring. With these elements in place, the County can maximize its potential for achieving its performance targets and reduce the risk of loss of resources.

*Effect:* Without all of the five elements of the COSO Internal Control Integrated Framework present, the County is exposing itself to the risk of misappropriation of assets.

*Cause:* The County has not properly locked up personnel information. The County also has not implemented or obtained the necessary restrictions to the accounting software for their employees as well as a report of changes to the payroll system for review by management.

*Auditors' Recommendations:* We recommend that the County properly restrict personnel information in a secure location. We also recommend that the County appropriately restrict personnel information in the accounting software to the HR department and the County develop a process in order to verify that all payroll master file information is properly reviewed and approved.

*Agency's Response:* The County of Lincoln has implemented a change in internal controls for who should have access and be able to enter the changes of personnel information. The segregation of duties has been moved to the HR Department and will be verified by the Finance Director for accuracy. The Finance Officer is no longer responsible for input of any changes to existing personnel or additions of new personnel. We have also asked that our software provider be able to provide us a report of all changes.

**Section II – Financial Statement Findings (continued)**

**FS 2014-002 – Internal Controls over Inventory – Material Weakness**

*Condition:* During our testwork we noted that the County has inventory on hand in which they did not conduct an inventory count at June 30, 2014. It was also noted that the inventory is accessible by multiple people within the County and restricted access and monitoring controls are not in place for the year ended June 30, 2014.

*Criteria:* The COSO Internal Control Integrated Framework consists of five critical elements that must be present in carrying out the achievement objectives of an organization. These elements are known as the control environment, risk assessment, control activities, information and communication and monitoring. With these elements in place, the County can maximize its potential for achieving its performance targets and reduce the risk of loss of resources.

*Effect:* Without all of the five elements of the COSO Internal Control Integrated Framework present, the County is exposing itself to the risk of misappropriation of assets.

*Cause:* The County has not properly conducted an inventory count at year end. The County also has not implemented proper internal controls in order to verify that all inventory is properly safeguarded and not missing or stolen.

*Auditors' Recommendations:* We recommend that the County implement an internal control process, including regular inventory counts, in order to properly safeguard County inventory.

*Agency's Response:* The Finance Director for the County of Lincoln has created a document for the tracking of all incoming and outgoing inventory. This will create an internal control that can be verified from daily reports.

**FS 2014-003 – Travel and Per Diem – Other Matter**

*Condition:* During our testwork over Travel and Per Diem, we noted that in 1 out of 17 items tested, the County over paid per diem in the amount of \$115 for the year ended June 30, 2014.

*Criteria:* The Per Diem and Mileages Act, NMAC 2.42.2.8 (A) states that per diem rates shall be paid to public officers and employees in accordance with provisions of the act. NMAC 2.42.2.8 (B) (2) states that travel for public officers and employees where overnight travel is required shall be reimbursed for out of state areas at \$115.

*Effect:* The County overpaid travel and per diem in the amount of \$115.

*Cause:* The County incorrectly paid per diem for three overnight travel days in the amount of \$345 however only two overnight travel days in the amount of \$230 should have been paid.

*Auditors' Recommendations:* We recommend that the County more closely monitor their reimbursements in order to verify proper payment of per diem and mileage reimbursements.

*Agency's Response:* The County has implemented a secondary check of the Travel and Per Diem form in order to determine the accuracy of the request.

**Section II – Financial Statement Findings (continued)**

**FS 2014-004 – From SSA 1945 – Other Matter**

*Condition:* During our testwork we noted that the County has daily poll workers who do not receive social security benefits and the County has not obtained a signed Form SSA-1945.

*Criteria:* Section 419(C) of Public Law 108-203, the Social Security Protection Act of 2004 requires State and local government employers to provide a statement to employees hired January 1, 2005 or later in a job not covered under Social Security.

*Effect:* Poll workers may not have been aware of that fact that their future benefits may be reduced.

*Cause:* The County was unaware of the requirement to complete a Form SSA 1945.

*Auditors' Recommendations:* We recommend that the County require a Form SSA 1945 to be part of the hiring process for positions that are not covered by Social Security.

*Agency's Response:* The HR Director has been informed of the requirements for Form SSA-1945 and will make this available to all Poll Workers that may not have been aware of the fact that their future benefits may be reduced.

**Section III – Federal Award Findings**

None

**Section IV – Prior Year Audit Findings**

FS 2008-001 (FS 08-01) – Capital Assets Additions and Related Accumulated Depreciation Estimates – Repeated/Modified

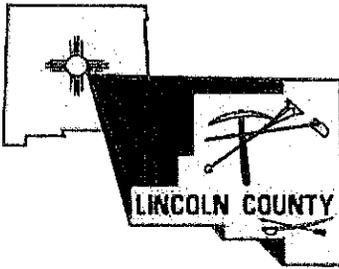
FS 2012-001 (FS 12-01) – Grant Compliance – Repeated/Modified

FS 2013-001 – Noncompliance with County Policy – Resolved

FS 2013-002 – Preparation of Accounts Payable – Repeated/Modified

FS 2013-003 – I-9 and W-4 Access – Resolved

FS 2013-004 – Cash Appropriations in Excess of Available Cash Balances - Resolved



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# *County of Lincoln*

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## **Agenda Item No. 21**

### **SUBJECT**

1. **1:00 P.M.:** Public Hearing to consider the following Ordinances:
  - A. Consideration of the adoption of an ordinance providing a low income tax rebate pursuant to NMSA 7-2-14.3G on a County by County option basis

██████████. Tax rebate of part of property tax due from low-income taxpayer; local option; refund.

A. The tax rebate provided by this section may be claimed for the taxable year for which the return is filed by an individual who:

- (1) has his principal place of residence in a county that has adopted an ordinance pursuant to Subsection G of this section;
- (2) is not a dependent of another individual;
- (3) files a return; and
- (4) incurred a property tax liability on his principal place of residence in the taxable year.

B. The tax rebate provided by this section shall be allowed for any individual eligible to claim the refund pursuant to Subsection A of this section and who:

- (1) was not an inmate of a public institution for more than six months during the taxable year;
- (2) was physically present in New Mexico for at least six months during the taxable year for which the rebate is claimed; and
- (3) is eligible for the rebate as a low-income property taxpayer in accordance with the provisions of Subsection D of this section.

C. A husband and wife who file separate returns for the taxable year in which they could have filed a joint return may each claim only one-half of the tax rebate that would have been allowed on the joint return.

D. As used in the table in this subsection, "property tax liability" means the amount of property tax resulting from the imposition of the county and municipal property tax operating impositions on the net taxable value of the taxpayer's principal place of residence calculated for the year for which the rebate is claimed. The tax rebate provided in this section is as specified in the following table:

LOW-INCOME TAXPAYER'S PROPERTY TAX REBATE TABLE

Taxpayer's Modified Gross Income		Property Tax Rebate
Over	But Not Over	
\$0	\$8,000	75% of property tax liability
8,000	10,000	70% of property tax liability
10,000	12,000	65% of property tax liability
12,000	14,000	60% of property tax liability
14,000	16,000	55% of property tax liability
16,000	18,000	50% of property tax liability
18,000	20,000	45% of property tax liability

20,000	22,000	40% of property tax liability
22,000	24,000	35% of property tax liability.

E. If a taxpayer's modified gross income is zero, the taxpayer may claim a tax rebate in the amount shown in the first row of the table. The tax rebate provided for in this section shall not exceed three hundred fifty dollars (\$350) per return and, if a return is filed separately that could have been filed jointly, the tax rebate shall not exceed one hundred seventy-five dollars (\$175). No tax rebate shall be allowed any taxpayer whose modified gross income exceeds twenty-four thousand dollars (\$24,000).

F. The tax rebate provided for in this section may be deducted from the taxpayer's New Mexico income tax liability for the taxable year. If the tax rebate exceeds the taxpayer's income tax liability, the excess shall be refunded to the taxpayer.

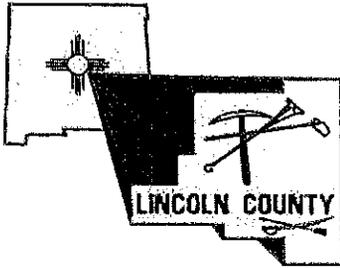
G. In January of every odd-numbered year in which a county does not have in effect an ordinance adopted pursuant to this subsection, the board of county commissioners of the county shall conduct a public hearing on the question of whether the property tax rebate provided in this section benefiting low-income property taxpayers in the county should be made available through adoption of a county ordinance. Notice of the public hearing shall be published once at least two weeks prior to the hearing date in at least one newspaper of general circulation in the county and broadcast at some time within the week before the hearing on at least one radio station with substantial broadcasting coverage in the county. At the public hearing, the board shall take action on the question and if a majority of the members elected votes to adopt an ordinance, it shall be adopted no later than thirty days after the public hearing.

H. An ordinance adopted pursuant to Subsection G of this section shall specify the taxable years to which it is applicable. The board of county commissioners adopting an ordinance shall notify the department of the adoption of the ordinance and furnish a copy of the ordinance to the department no later than September 1 of the first taxable year to which the ordinance applies.

I. No later than December 31 of the year immediately following the first year in which the low-income taxpayer property tax rebate provided in the Income Tax Act is in effect for a county, and no later than December 31 of each year thereafter in which the tax rebate is in effect, the department shall certify to the county the amount of the loss of income tax revenue to the state for the previous taxable year attributable to the allowance of property tax rebates to taxpayers of that county. The county shall promptly pay the amount certified to the department. If a county fails to pay the amount certified within thirty days of the date of certification, the department may enforce collection of the amount by action against the county and may withhold from any revenue distribution to the county, not dedicated or pledged, amounts up to the amount certified.

J. As used in this section, "principal place of residence" means the dwelling owned and occupied by the taxpayer and so much of the land surrounding it, not to exceed five acres, as is reasonably necessary for use of the dwelling as a home and may consist of a part of a multidwelling or a multipurpose building and a part of the land upon which it is built.

**History:** Laws 1994, ch. 111, § 1; 1997, ch. 196, § 1; 2003, ch. 275, § 4.



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# *County of Lincoln*

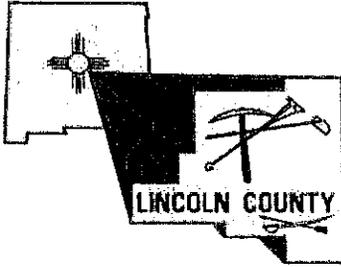
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## **Agenda Items No. 22**

### **SUBJECT**

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



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# County of Lincoln

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Agenda Item No. 23

## SUBJECT

Consideration of Appointments and Removals from Boards/  
Commissions/Committees:

- A. **Tabled**-Senior Citizens Olympic Committee
- B. Coalition of Counties
- C. Cooperative Weed Management
- D. Chaves County Community Action Program
- E. Joint Municipal-County Zoning Authority – City of Ruidoso Downs
- F. Interstate Stream Commission
- G. Land and Natural Resources Advisory Committee
- H. Lincoln Historic Preservation Board
- I. New Mexico County Insurance Authority – Worker’s Compensation
- J. New Mexico County Insurance Authority – Multi-line Pool
- K. Planning Commission – Member-at Large
- L. Road Review Advisory Committee
- M. Southeastern New Mexico Economic Development District (SNMEDD)
- N. Solid Waste Authority
- O. Eastern Area Workforce Development

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

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	RHONDA BURROWS	PO BOX 338 CARRIZO, NM 88301		04/16/13	04/15

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

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

DISTRICT NO	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	MARCI BUTCHOFKY	2814 SUDDERIH #372, RUIDOSO	2	02/19/13	02/15
	JIM DICKINSON	PO BOX 315, ALTO, NM	4	02/19/13	02/15
	MARIA A. QUINTANA	PO BOX 96, HONDO 88336	5	02/19/13	02/15
	ALTERNATE – DIANE HARLAN	453 SANTIAGO CIRCLE ALTO 88312	4	02/19/13	02/15
	ALTERNATE – BETSY SEILER	139 BEGONIA RD, RUIDOSO 88345	2	02/11/13	02/15

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

**COALITION OF COUNTIES**

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	JACKIE POWELL	BOX 91, GLENCOE 88324 (653-4072)	5	01/14/2014	01/15
	PRESTON STONE	BOX 484, CAPITAN 88315 575-808-0729	1	01/14/2014	01/15

(NOTIFY SUE HUTCHINSON (505/539-2692))

**COOPERATIVE WEED MANAGEMENT**

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
PRIMARY	JACKIE POWELL	PO BOX 711, CARRIZO, NM		01/03/2011	INDEFINITE
ALTERNATE	KATHRYN MINTER	147 SONTERRA DR., ALTO NM 88312		01/03/2011	INDEFINITE

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

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	JOE KENMORE	BOX 7057 RUIDOSO, NM		03/19/13	WITH OFFICE

**CARRIZO HEALTH CENTER ADVISORY BOARD - 2 YEAR TERM**

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	JOAN MEANS	BOX 484, CARRIZO (648-2884)	1		
	DR. DALE GOAD - EX-OFFICIO	BOX 610, CARRIZO (648-2839)	1		
	OPEN (BARONE)				
	EILEEN M. SEDILLO - EX-OFFICIO	BOX 536, CARRIZO (648-2975)	1		
	OPEN (GONZALES) - EX-OFFICIO	B			
	SUE ANN STEARNS	BOX 98, NOGAL (648-2941)	1		
	JENNY KELLY	BOX 866, CARRIZO (648-2379)	1		
	SUSAN HIGHTOWER	SRI BOX 45, CARRIZO (648-2417)	1		
	MARGO LINDSAY	BOX 428, CARRIZO (648-2896)	1		
	THOMAS F. STEWART - EX-OFFICIO	BOX 711, CARRIZO (648-2385 X 101)	4		
	JAMES GIBSON - EX-OFFICIO	BOX 8000, RUIDOSO (257-8250)	3		

**CHAVES COUNTY COMMUNITY ACTION PROGRAM (STATE STATUTES)**

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	Jackie Powell	BOX 91, GLENCOE (653-4072)	1	12/17/13	12/15

X

**ECONOMIC DEVELOPMENT - ORDINANCE 2009-2**

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

**JOINT MUNICIPAL-COUNTY ZONING AUTHORITY - CITY OF RUIDOSO DOWNS - TERM OF OFFICE (AGREEMENT NO. 648)**

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	MARK DOITH	210 OAK GROVE PLACE RUIDOSO	2	12/17/13	12/15
	DALLAS DRAPER	113 ALPINE VILLAGE, RUIDOSO	3	12/17/13	12/15
	MAYOR/COUNCIL MEMBER	CITY OF RUIDOSO DOWNS			

X

**INTERSTATE STREAM COMMISSION (SUB-COMMITTEE ON THE PECOS)**

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	JACKIE POWELL	BOX 91, GLENCOE 653-4072		01/14/2014	01/15

**LABOR MANAGEMENT RELATIONS BOARD – 1 YEAR TERM (ORDINANCE NO. 2005-7)**

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

JOHN MARTINEZ, MANAGEMENT ASSOCIATES (505/821-0933)

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

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
DIST 1	Pete Gnatkowski Vice Chairman <a href="mailto:lincoln@unmsu.edu">lincoln@unmsu.edu</a>	HC 31, Box 48, Carrizozo, NM		02/19/13	02/15
DIST 2	Mary Ann Siegel-Russ <a href="mailto:siegbiegl@hotmail.com">siegbiegl@hotmail.com</a>	104 Piumas Place, Ruidoso 575-937-0720		10/12/14	10/2016
DIST 3	Bob Johnson <a href="mailto:bobj@valornet.com">bobj@valornet.com</a>	Box 464, Alto, NM 88312 (575)336.4002		01/22/13	01/2015
DIST 4	Douglas Fuqua <a href="mailto:dfuqua1@hotmail.com">dfuqua1@hotmail.com</a>	Box 1042 Alto, NM 88312 (575)336.1832		9/17/13	09/2015
DIST 5	Joel Bonnell <a href="mailto:jbonnell@live.com">jbonnell@live.com</a>	Box 1, Glencoe, 88324 (575)653.4310		01/22/13	01/2015
AT LARGE	Duane Frost <a href="mailto:dsfrost@plateautel.net">dsfrost@plateautel.net</a>	Box 81, Clauch, NM 87011 (849.4950)		01/22/13	01/2015
AT LARGE	Rick Simpson, Chairman <a href="mailto:justicuz@swvmail.net">justicuz@swvmail.net</a>	HC66, Box 70, Glencoe, NM 88324 (575)653.4249		02/19/13	02/2015

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

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

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
DIST 1	BILL STRAUSSER	BOX 197, LINCOLN (653-4670)	5	12/17/13	12/15
DIST 2	ELAINE ALLEN	BOX 74, LINCOLN (653-4251)	5	01/22/13	01/15
DIST 3	L.M. SMITH	#5 MERCEDES CT, ROSWELL, NM	5	04/16/13	04/15
DIST 4	MELISSA BOUTE	BOX 162, LINCOLN, NM 88338	5	09/17/13	09/15
DIST 5	GINGER MOORE (653-4073) <a href="mailto:gemoore105@yahoo.com">gemoore105@yahoo.com</a>	BOX 57, LINCOLN, NM 88338	5	02/18/14	02/16

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

**LOCAL WORKFORCE INVESTMENT ACT ADVISORY BOARD – 03/03/00**

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	CHET SOUTHARD	BOX 609, ALTO 88312	4		
	GARY COZZENS	709 MECHEM DRIVE, RUIDOSO 88345	4		

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

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NOV 04 2014

ADMINISTRATION  
LINCOLN COUNTY NM

October 31, 2014

Billie-Jo Guevara, Administrative Assistant  
County of Lincoln  
P.O. Box 711  
Carrizozo, NM 88301-0711

Dear Billie-Jo Guevara,

I am writing to express my interest in being appointed by the county commissioners to the Historic Zoning Board of Lincoln, New Mexico.

We bought our house (MM 9491, US 380, North of Road, West Gate: Zone B) in December 1993, and have been in full time residence since I retired from The Ohio State University in 2012 as Arts and Humanities Distinguished Professor in English.

Currently, I am Secretary to the Board of the Friends of Historic Lincoln, and I teach in the MFA Program in Creative Writing one day a week at New Mexico State University in Las Cruces.

My wife and I both grew up in New Mexico, she in Roswell and I in Las Cruces. Her family had a series of residences in Lincoln for over 40 years, and my father-in-law, Wm. Glenn Dennis, was instrumental in establishing the zoning board.

My mailing address is this: P.O. Box 177, Lincoln, NM 88338-0177.

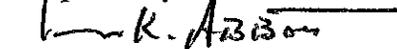
My e-mail address is this: [leekabbott692@gmail.com](mailto:leekabbott692@gmail.com)

My phone (land line) is this: 575-653-4153.

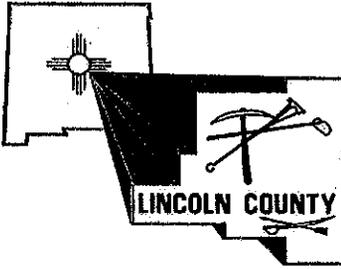
My cell phone is this: 614-507-3210.

If you need any additional information, please don't hesitate to ask.

Respectfully submitted,



Lee K. Abbott



www.lincolncountynm.net

# County of Lincoln

P.O Box 711 • 300 Central Ave. • Carrizozo, New Mexico 88301-0711 • (575) 648-2385

RECEIVED

DEC 24 2014

ADMINISTRATION  
LINCOLN COUNTY NM

December 19, 2014

Bob Johnson  
PO Box 464  
Alto, NM 88312

Dear Mr. Johnson:

Your term for the Land and Natural Resources Advisory Committee (LANRAC) will expire January 2015. If you would like to serve an additional two year term and be re-appointed at the next commission meeting, January 13, 2015, please indicate below and return for further processing.

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

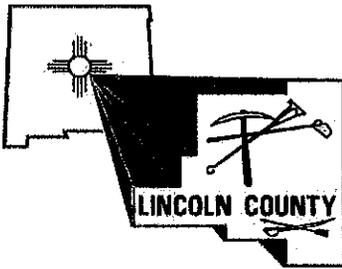
Sincerely,

Billie-Jo Guevara  
Administrative Assistant/  
Human Resources

Yes I would like to be re-appointed to the Land & Natural Resources Advisory Committee

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

  
\_\_\_\_\_  
Bob Johnson



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# County of Lincoln

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December 19, 2014

Joel Bonnell  
PO Box 1  
Glencoe, NM 88324

RECEIVED

JAN 05 2015

ADMINISTRATION  
LINCOLN COUNTY NM

Dear Mr. Bonnell:

Your term for the Land and Natural Resources Advisory Committee (LANRAC) will expire January 2015. If you would like to serve an additional two year term and be re-appointed at the next commission meeting, January 13, 2015, please indicate below and return for further processing.

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

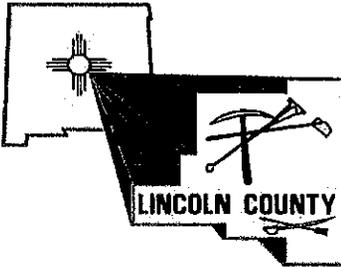
Sincerely,

Billie-Jo Guevara  
Administrative Assistant/  
Human Resources

Yes I would like to be re-appointed to the Land & Natural Resources Advisory Committee

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

  
Joel Bonnell



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# County of Lincoln

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RECEIVED

DEC 29 2014

ADMINISTRATION  
LINCOLN COUNTY NM

December 19, 2014

Duane Frost  
PO Box 81  
Claunch, NM 87011

Dear Mr. Frost:

Your term for the Land and Natural Resources Advisory Committee (LANRAC) will expire January 2015. If you would like to serve an additional two year term and be re-appointed at the next commission meeting, January 13, 2015, please indicate below and return for further processing.

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

Sincerely,

Billie-Jo Guevara  
Administrative Assistant/  
Human Resources

Yes I would like to be re-appointed to the Land & Natural Resources Advisory Committee

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

Duane Frost

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

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
336-4330	TOURIST RELATE- JAMES HOBBS	BOX 2505 RUIDOSO 88355	4	02/19/13	02/15
973-8244	GENERAL PUBLIC - SUE HUTCHISON <a href="mailto:Suehutch1958@gmail.com">Suehutch1958@gmail.com</a>	1149 SHOESHONE TRAIL ALTO	4	08/20/13	08/15
653-4609 505-3506127	LODGING INDUSTRY - DAVID VIGIL	BOX 15, LINCOLN 88338	5	06/10/14	06/16
937-2121	TOURIST RELATED- ALICE SEELY; <a href="mailto:alice@aliceseely.com">alice@aliceseely.com</a>	BOX 166 HONDO, NM 88336	5	04/25/14	04/16
653-4300	LODGING INDUSTRY - VICTOR GARRISON	BOX 236, LINCOLN, 88338	5	08/19/14	08/16

X

**NEW MEXICO COUNTY INSURANCE AUTHORITY - WORKERS' COMPENSATION**

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	KATHRYN MINTER	147 SONIERRA DR, ALTO	4	01/14/2014	1/2015
	ALTERNATE - NITA TAYLOR	BOX 93, LINCOLN, NEW MEXICO	1	01/14/2014	1/2015

**NEW MEXICO COUNTY INSURANCE AUTHORITY - MULTI-LINE POOL**

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	KATHRYN MINTER	147 SONIERRA DR, ALTO	4	01/14/2015	01/15
	ALTERNATE - DALLAS DRAPER	113 ALPINE VILLAGE RUIDOSO	3	01/14/2014	01/15

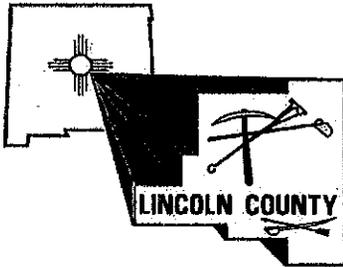
X

**PLANNING COMMISSION - 2 YEAR TERM (ORDINANCE NO. 2008-5)**

DISTRICT NO.	MEMBER	ADDRESS	RECOMMENDED BY	DATE APPOINTED	TERM EXPIRATION
DIST 1	DENNIS RICH; <a href="mailto:DENANDYVONNE@NETSCAPE.NET">DENANDYVONNE@NETSCAPE.NET</a>	PO BOX 575, CAPITAN, NM 937-5996	COMM.POWELL	04/25/14	04/16
DIST 2	DENNIS DUNNUM <a href="mailto:ldrczz@mlarosa.net">ldrczz@mlarosa.net</a>	443 JICARILLA RD, WHITE OAKS (648-1022)	COMM. POWELL	03/18/14	03/16
DIST 3	MARY ANN RUSS <a href="mailto:siegbieg1@hotmail.com">siegbieg1@hotmail.com</a>	104 PLUMAS PL., RUIDOSO 575-937-0720	COMM. POWELL	01/14/14	01/16
DIST 4	MARY DOKIANOS (336-7640) <a href="mailto:mbd@valornet.com">mbd@valornet.com</a>	103 WINTER HAWK HEIGHTS, ALTO	COMM. MINTER	09/17/13	09/15
DIST 5	TOM MANN	BOX 77, LINCOLN NM (653-4272)	COMM. POWELL	07/15/14	07/16
	MEMBER-AT-LARGE - ELAINE ALLEN	PO BOX 74, LINCOLN (653-4251) <a href="mailto:eelela@yahoo.com">eelela@yahoo.com</a>		01/22/13	01/15
	MEMBER-AT-LARGE - KARYL WILLIAMS KARYL WILLIAMS@MTG-TECH.COM	PO BOX 1707 CAPITAN (354-5300) 575-808-9776		01/22/13	01/15

X

X



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# County of Lincoln

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RECEIVED

DEC 29 2014

ADMINISTRATION  
LINCOLN COUNTY NM

December 19, 2014

Karyl Williams  
PO Box 1707  
Capitan, NM 88312

Dear Ms. Williams:

Your term for the Planning Commission- member at large will expire January 2015. If you would like to serve an additional two year term and be re-appointed at the next commission meeting, January 13, 2015, please indicate below and return for further processing.

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

Sincerely,

Billie-Jo Guevara  
Administrative Assistant/  
Human Resources

Yes I would like to be re-appointed to the Planning Commission as a member-at-large.

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

  
  
\_\_\_\_\_  
Jennie Dorgan Karyl Williams

**PREDATORY ANIMAL CONTROL BOARD, LINCOLN COUNTY - 5 YEAR TERM**

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	MARK HENDRICKS	BOX 307, CARRIZOZO 88301	1	07/20/10	07/15
	JIM COOPER	HC73 BOX 25, TINNIE 88351	5	07/20/10	07/15
	RON MERRITT	HC66 BOX 30, YESO 88136	1	07/20/10	07/15
	MIKE SKEEN	BOX 67, PICACHO 88343	5	07/20/10	07/15
	LEE SULTEMEIER	Box 147, CORONA 88318		07/20/10	07/15
	BILLY BOB SHAFER	BOX 82, CARRIZOZO 88301	1	07/20/10	07/15

ACB HOLDS ELECTION - PUBLICATION IS REQUIRED

**PROPERTY TAX PROTEST BOARD - 2 YEAR TERM**

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	LORI WETZEL	BOX 698, CARRIZOZO, 88301		05/20/14	05/16
	DONDA RICHARDSON	BOX 9, CAPITAN, NM 88316		05/20/14	05/16
	ALTERNATE - DEREK MOORHEAD	1201 MECHEM DR, RUIDOSO 88345		05/20/14	05/16

**REGIONAL WASTE WATER JOINT USE BOARD - 2 YEAR TERM**

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

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

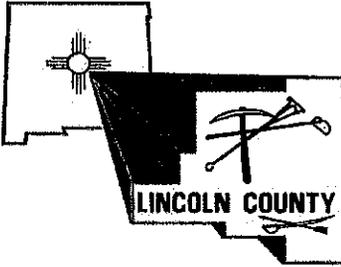
DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
DIST 1	LANCE HALE 575-430-9060	BOX 745 RUIDOSO DOWNS, 88346	1	08/20/13	08/15
DIST 2	ROBERT BARBER	BOX 126, CAPITAN, NM	1	10/21/14	10/16
DIST 3	JAMES RUSS	PO BOX 2362 RUIDOSO NM	3	08/20/13	08/15
DIST 4	J.BRYAN WHITE (336-2619 OR 208-610-5464; COCHCH@BAJABB.COM)	PO BOX 237, ALTO, NM 88312		01/22/13	01/15
DIST 5	BILLY SEELBACH (258-1704)	406 GAVILAN CANYON, DOSO 88345	2	07/15/14	07/16

PUBLICATION IS REQUIRED

**SENIOR CITIZENS OLYMPIC COMMITTEE, LINCOLN COUNTY - 2 YEAR TERM (ORDINANCE NO. 1994-5)**

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	BART YOUNG (257-3193)	BOX 2930, RUIDOSO 88355		03/18/14	03/16
	LUCY SERVIES	107 JACK LITTLE DR. B3, RUIDOSO		01/22/13	01/15
	JIM CLEMENTS	101 POW WOW TR, RUIDOSO 88345		12/17/13	12/15
	<b>Tabled</b>				
	GENE NITZ	218 JACK LITTLE DR, RUIDOSO		12/17/13	12/15

PUBLICATION IS REQUIRED.



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# County of Lincoln

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December 19, 2014

J. Bryan White  
PO Box 237  
Alto, NM 88312

Dear Mr. White:

Your term for the Road Review Advisory Committee will expire January 2015. If you would like to serve an additional two year term and be re-appointed at the next commission meeting, January 13, 2015, please indicate below and return for further processing.

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

Sincerely,

Billie-Jo Guevara  
Administrative Assistant/  
Human Resources Director

Yes I would like to be re-appointed to the Road Review Advisory Committee.

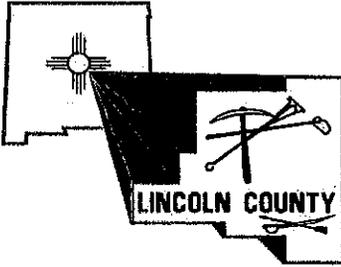
No I would not like to be re-appointed at this time.

  
J. Bryan White

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DEC 24 2014

ADMINISTRATION  
LINCOLN COUNTY NM



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# County of Lincoln

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December 19, 2014

Lucy Servies  
107 Jack Little Dr. B-3  
Ruidoso, NM 88345

Dear Ms. Servies:

Your term for the Senior Citizens Olympic Committee will expire January 2015. If you would like to serve an additional two year term and be re-appointed at the next commission meeting, January 13, 2015, please indicate below and return for further processing.

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

Sincerely,

Billie-Jo Guevara  
Administrative Assistant/  
Human Resources

Yes I would like to be re-appointed to the Senior Citizens Olympic Committee.

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

  
Lucy Servies

RECEIVED

DEC 24 2014

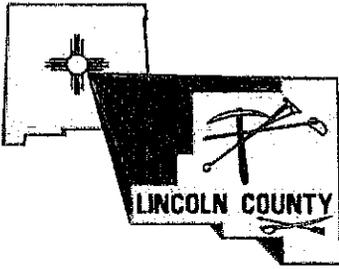
ADMINISTRATION  
LINCOLN COUNTY NM

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

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
/	DALLAS DRAPER	113 ALPINE VILLAGE, RUIDOSO	3	01/22/13	01/15
	ALTERNATE - JACKIE POWELL	BOX 91, GLENCOE 653-4072	5	03/18/14	03/16
	PRIVATE SECTOR - REBECCA BROOKS	720 SUDDERTH DR, RUIDOSO (575)257-7395		08/21/12	08/14

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

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	BOB MILLER, MAYOR	BOX 348, RUIDOSO DOWNS 88346	5		
	BILL HIGNIGHT, MAYOR	BOX 37, CORONA 88318	1		
	VAN SHAMBLIN	BOX 247, CARRIZO 88301	1		
	SAM HAMMONS, MAYOR	BOX 246, CAPITAN 88316	1		
	JACKIE POWELL, COMMISSIONER	BOX 91, GLENCOE, NM	5	09/16/14	09/16
	DEBRA INGLE, MANAGER	BOX 2405, RUIDOSO DOWNS 88346	1		
	PROXY - PRESTON STONE	BOX 484, CAPITAN, NM 88316	5	09/16/14	09/16



# County of Lincoln

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www.lincolncountynm.net

AGENDA Item No. 24

January 8, 2015

## MEMORANDUM

**TO:** County Commissioners

**FROM:** Nita Taylor, Lincoln County Manager 

**PURPOSE:** To Obtain Approval of Mid-Year Budget Adjustments for FY14-15 and Resolution 2014-33

**Discussion:** Per statute, Counties may request adjustments to its budgets to accommodate changes in its financial operations during the fiscal year; Commission approval adjustments must be also approved by the Department of Finance and Administration. Resolution 2014-33 includes mid-year line item adjustments to revenues and expenses, and also illustrates line item transfers.

I am requesting consideration and approval of two additional budget items:

1. A 3% Cost of Living Increase to all employees. At its November, 2014 meeting, the Commission considered and approved a number of Title Grade Changes recommended by the Compensation Advisory Board. The Compensation Board recommended these job grade "true-ups" as the first step in the development of a plan that compensates employees based on their level of responsibility and groups individuals with similar levels of responsibility into the same pay grade". The Compensation Board saw the second step as awarding a 3% COLA to all employees. On behalf of the Compensation Board, I am asking you to approve that today. The expense impact is \$ 124,653 for employees without deputies; \$39,668 additional for deputies.
2. The Road Department is in need of two "Walk 'n' Roll Packer/Rollers (very similar to Follow-Me-Wobbly). Per its literature, "It is a user friendly compactor that mounts on a motor grader, and is perfect for gravel road maintenance. It allows the operator to blade and compact the road in one operation." The road department currently has four Follow-Me-Wobblies for a six-blade operation; one is in disrepair. This equipment is critical to enabling the Road Department to meet the expectations of County residents. The cost is \$44,460.

The other key item to bring to your attention is the remediation / reconstruction of the Annex Building. That expense, already approved and encumbered, is found in the December 31<sup>st</sup> expense budget (green bar) on page 28, line 414-91-2603. The related expense, already approved and encumbered, is found on page 9 of the green bar, line 401-09-2108. The total authorized by the Commission is \$270,000.

The remainder of the budget adjustments is due to normal County business fluctuations, and any questions you may have will be addressed at the Commission meeting.

**Recommendation:** Manager has reviewed line item adjustments and recommends approval. Approve Resolution 2014-33

**RESOLUTION  
A RESOLUTION ADJUSTING THE 2014 - 2015  
BUDGET FOR LINCOLN COUNTY**

**WHEREAS**, the Lincoln County Board of Commissioners, meeting in regular session on January 13, 2015, did review requests for adjustment to the 2014-2015 Budget; and

**WHEREAS**, it was determined that the proposed adjustments would be beneficial to the citizens of Lincoln County;

**NOW, THEREFORE, BE IT RESOLVED** that the County of Lincoln, Board of Commissioners is respectfully requested to approve this resolution with the following adjustments:

**ATTACHMENTS:** Mid-Year Budget Worksheets FY 2014-2015.

**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of January 2015.

Board of Commissioners  
County of Lincoln, State of New Mexico

\_\_\_\_\_  
Preston Stone, Member

\_\_\_\_\_  
Dallas Draper, Member

\_\_\_\_\_  
Elaine Allen, Member

\_\_\_\_\_  
Dr. Lynn Willard, Member

\_\_\_\_\_  
Thomas F Stewart, Member

ATTEST:

\_\_\_\_\_  
Rhonda Burrows, County Clerk

DEPT	DESCRIPTION	INCREASE	DECREASE	TOTAL
<b><u>REVENUES</u></b>				
401000950	Edispatch	4,075		
401001602	Grant Funds	6,250		
401001925	BJA Bulletproof Vest Grant	1,000		
	<b>GENERAL FUND TOTAL</b>			<b>11,325</b>
406001609	Historical Records Grant	675		
	<b>RECORDING FEES FUND TOTAL</b>			<b>675</b>
407001602	Grant Funds	64,253		
	<b>BONITO FIRE DEPT TOTAL</b>			<b>64,253</b>
450001594	Anklet Fees	900		
	<b>CORRECTION FUND TOTAL</b>			<b>900</b>
500001601	Grant Funds (Capitan)	45		
500001601	Grant Funds (Carrizozo)		(557)	
500001601	Grant Funds (Corona)		(2,257)	
500001601	Grant Funds (Hondo)		(114)	
	<b>EMERGENCY MEDICAL SERVICES FUND</b>			<b>(2,883)</b>
530001261	SEP	75		
530001270	Insurance Recoveries	18,622		
530001702	Carrizozo Home Delivered	11,836		
	<b>SENIOR CITIZENS FUND</b>			<b>30,533</b>
563000949	Solid Waste GRT	25,994		
563001052	Liens/Collections Fees	51,988		
	<b>GSWA-ENVIRONMENTAL GROSS RECEIPT</b>			<b>77,982</b>
657001601	Grant Funds	(7,795)		
	<b>JUVENILE FUND</b>			<b>(7,795)</b>
659001601	Grant Funds	(31,773)		
	<b>NM HIDTA GRANT FUND</b>			<b>(31,773)</b>
681001028	Emer Watershed Proj	84,711		
	<b>DISASTER RELIEF FUND</b>			<b>84,711</b>
683001180	Interest Earned	3,074		
	<b>1st 1/8 GRT DEBT RESERVE FUND</b>			<b>3,074</b>
	<b>GRAND TOTAL ALL REVENUES</b>			<b>231,002</b>
<b><u>TRANSFERS</u></b>				
401001950	Transfer In	19,378		
401001951	Transfer Out		(46,799)	
	<b>GENERAL FUND</b>			<b>(27,421)</b>
402001951	Transfer Out		(19,378)	
	<b>ROAD FUND</b>			<b>(19,378)</b>
418001950	Transfer In	17,556		
	<b>AGREEMENTS FUND</b>			<b>17,556</b>

DEPT	DESCRIPTION	INCREASE	DECREASE	TOTAL
450001950	Transfer In (401)	26,026		
450001950	Transfer In (683)	3,074		
	<b>CORRECTIONS FUND</b>			<b>29,100</b>
530001950	Transfer In	3,217		
	<b>SENIOR CITIZENS FUND</b>			<b>3,217</b>
683001950	Transfer In	3,074		
683001951	Transfer Out (450)		(3,074)	
	<b>1st 1/8 GRT DEBT RESERVE FUND</b>			<b>3,074</b>
	<b>GRAND TOTAL ALL TRANSFERS</b>			<b>52,947</b>

**EXPENDITURES**

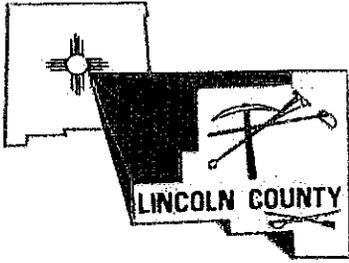
401012001	Elected Official Salary		(3)	
401012010	FICA	3		
401012011	PERA		(2,400)	
401012012	Workers Compensation	28		
401012013	Group Insurance		(15,632)	
401012017	Retiree Health Insurance		(251)	
	<b>COMMISSION</b>			<b>(18,255)</b>
401022021	Retiree Health Care Arrears	95,606		
401022023	Edispatch	4,075		
401022201	Office Rental	8,875		
401022303	Insurance Multiline Pool	12,123		
401022400	Attorney Fees	60,000		
	<b>GENERAL COUNTY GOVERNMENT</b>			<b>180,680</b>
401032002	Full Time Salary	18,897		
401032010	FICA	1,172		
401032011	PERA	1,805		
401032012	Workers Compensation	9		
401032013	Group Insurance		(2,048)	
401032015	Medicare	274		
401032017	Retiree Health Care	378		
401032102	Printing & Publishing	3,000		
401032103	Supplies Office		(3,000)	
	<b>MANAGER'S</b>			<b>20,487</b>
401042002	Full Time Salary		(14,862)	
401042013	Group Insurance		(138)	
401042103	Office Supplies		10,000	
401042128	Maintenance Agreement - Servers		5,000	
	<b>DATA PROCESSING</b>			<b>0</b>
401052002	Full Time Salary	1,457		
401052003	Overtime	500		
401052010	FICA	121		
401052011	PERA	139		
401052013	Group Insurance		(224)	
401052015	Medicare	28		
401052017	Retiree Health Care	29		
401052104	Telephone	500		
401052150	Professional Services		(500)	

DEPT	DESCRIPTION	INCREASE	DECREASE	TOTAL
	<b>PLANNING</b>			<b>2,050</b>
401072002	Full Time Salary	445		
401072010	FICA	28		
401072011	PERA	43		
401072013	Group Insurance		(64)	
401072015	Workers Compensation	7		
401072017	Retiree Health Care	9		
401072102	Printing & Publishing		(1,000)	
401072133	Vehicle Fuel	1,000		
	<b>RURAL ADDRESSING</b>			<b>468</b>
401082002	Full Time Salary	1,318		
401082004	Part Time Salary	8,068		
801082010	FICA	582		
801052011	PERA	895		
401082012	Workers Compensation	10		
401082013	Group Insurance		(27)	
401082015	Medicare	136		
401082017	Retiree Health Insurance	187		
401082066	Telecommunications	6,250		
	<b>EMERGENCY SERVICES</b>			<b>17,419</b>
401092002	Full Time Salary	2,066		
401092003	Overtime	500		
401092010	FICA	159		
401092011	PERA	197		
401092013	Group Insurance		(171)	
401092015	Medicare	37		
401092017	Retiree Health Insurance	41		
401092107	Electric	7,000		
401092108	Building Maintenance		(12,538)	
401092166	Janitorial Supplies	5,000		
	<b>MAINTENANCE</b>			<b>2,291</b>
401152002	Full Time Salary	2,329		
401152003	Overtime	2,000		
401152010	FICA	267		
401152011	PERA	95		
401152013	Group Insurance		(2,189)	
401152015	Medicare	63		
401152017	Retiree Health Insurance	20		
401152182	Contractual Services		(2,153)	
	<b>COUNTY CLERK</b>			<b>432</b>
401162002	Full Time Salary		(878)	
401162010	FICA		(55)	
401162011	PERA		(84)	
401162013	Group Insurance	5,768		
401162015	Medicare		(13)	
401162017	Retiree Health Insurance		(17)	
	<b>BUREAU OF ELECTIONS</b>			<b>4,721</b>
401192002	Full Time Salary	5,227		
401192010	FICA	323		
401192011	PERA	501		

DEPT	DESCRIPTION	INCREASE	DECREASE	TOTAL
401192012	Workers Compensation	5		
401192013	Group Insurance	137		
401192015	Medicare	78		
401192017	Retiree Health Insurance	106		
	<b>ASSESSOR</b>			<b>6,377</b>
401212002	Full Time Salary		(16,901)	
401212010	FICA		(1,049)	
401212011	PERA		(110)	
401212013	Group Insurance		(564)	
401212015	Medicare		(244)	
401212017	Retiree Health Insurance		(23)	
401212101	Postage	1,000		
401212102	Printing & Publishing	1,000		
401212103	Office Supplies		(1,000)	
401212200	Investment Fees (Banking)		(1,000)	
	<b>COUNTY TREASURER</b>			<b>(18,891)</b>
401222002	Full Time Salary	776		
401222004	Part Time Salary		(15,151)	
401222010	FICA		(892)	
401222011	PERA		(1,372)	
401222013	Group Insurance		(35,497)	
401222015	Medicare		(209)	
401222017	Retiree Health Insurance		(287)	
401222103	Supplies Office	1,100		
401222131	Maintenance Equipment	13,000		
401222141	Dues/Conferences/Registration	500		
401222906	Capout-Equipment/Op		(14,600)	
	<b>LAW ENFORCEMENT</b>			<b>(52,632)</b>
	<b>GRAND TOTAL GENERAL FUND</b>			<b>145,147</b>
402402002	Full Time Salary		(12,872)	
402402005	Temporary Salary		(1,154)	
402402010	FICA		(2,421)	
402402011	PERA		(3,613)	
402402012	Workers Compensation		(2)	
402402013	Group Insurance		(16,729)	
402402015	Medicare		(570)	
402402017	Retiree Health Insurance		(754)	
402402189	Base Course		(130,565)	
	<b>ROAD</b>			<b>(168,680)</b>
402432190	HIGHWAY CAP	70,382		
402432191	SCHOOL BUS ROUTE	14,196		
402432192	CO-OP	45,987		
	<b>ROAD SPECIAL PROGRAMS</b>			<b>130,565</b>
	<b>GRAND TOTAL ROAD FUND</b>			<b>(38,115)</b>
405442500	NMACO/NM-AZ COALITION/NMAC/ACEQUIAS		(355)	
405442504	State Fair Exhibit	355		
	<b>SPECIAL PROGRAMS</b>			<b>0</b>
407452104	Telephone	900	(14,664)	
407452907	Pumper Tanker			

DEPT	DESCRIPTION	INCREASE	DECREASE	TOTAL
407452921	Capout Equipment <b>BONITO FIRE</b>	78,017		<b>64,253</b>
414912603	Capout - Construction		(44,460)	
414912919	Capout - Roller (2) <b>CAPITAL IMPROVEMENT PROJECTS</b>	44,460		<b>0</b>
418232590	USGS STUDY AGREEMENT <b>AGREEMENTS FUND</b>	17,556		<b>17,556</b>
440612055	Administration		(80)	
440612167	Audit <b>LODGERS TAX</b>	80		<b>0</b>
450622107	Electric	5,000		
450622550	Care of Prisoners <b>CORRECTIONS</b>	25,000		<b>30,000</b>
499682002	Full Time Salary	17,808		
499682004	Part Time Salary	4,645		
499682010	FICA	1,207		
499682011	PERA	1,858		
499682013	Group Insurance	665		
499682015	Medicare	282		
499682017	Retiree Health Insurance	390		
499682924	Renovations <b>RE-APPRAISAL</b>		(17,222)	<b>9,633</b>
500242921	Capout-Equipment <b>CAPITAN AMUBLANCE</b>	45		<b>45</b>
500252142	Training <b>CARRIZOZO AMBULANCE</b>		(557)	<b>(557)</b>
500262142	Training		(1,129)	
500262921	Capout-Equipment <b>CORONA AMBULANCE</b>		(1,128)	<b>(2,257)</b>
500272142	Training <b>HONDO AMBULANCE</b>		(114)	<b>(114)</b>
	<b>GRAND TOTAL AMBULANCE SERVICE</b>			<b>(2,883)</b>
530762002	Full Time Salary	1,673		
530762010	FICA	104		
530762011	PERA	160		
530762013	Group Insurance		(305)	
530762015	Medicare	24		
530762017	Retiree Health Insurance	33		
530762175	Supplies Nutritional	6,436		
530762176	Raw Foods <b>CARRIZOZO SENIOR CENTER</b>	5,400		<b>13,525</b>
530772013	Group Insurance <b>CAPITAN SENIOR CENTER</b>		(85)	<b>(85)</b>
530782013	Group Insurance	1,751		

DEPT	DESCRIPTION	INCREASE	DECREASE	TOTAL
530782130	Maintenance Vehicle <b>CORONA SENIOR CENTER</b>	18,622		<b>20,373</b>
530792013	Group Insurance <b>HONDO SENIOR CENTER</b>	7		<b>7</b>
530802013	Group Insurance <b>RUIDOSO DOWNS SENIOR CENTER</b> <b>GRAND TOTAL SENIOR CENTER</b>		(70)	<b>(70)</b>
563840949	GSWA BILLING PAYMENT	51,988		33,750
563842025	GRT (CRS) <b>GSWA-ENVIRONMENTAL GROSS RECEIPT</b>	25,994		<b>77,982</b>
608862920	Capout - New Building <b>CDBG</b>		(1,000)	<b>(1,000)</b>
654292013	Group Insurance		(138)	
654292104	Telephone	900		
654292550	Care of Prisoners <b>INDIGENT</b>	60,000		<b>60,762</b>
657322574	Juvenile Justice Grant <b>JUVENILE JUSTICE GRANT</b>		(7,795)	<b>(7,795)</b>
659342003	Overtime		(46,445)	
659342010	FICA		(2,881)	
659342011	PERA		(674)	
659342079	Confidential Funds		(10,000)	
659342912	Capout-Vehicle <b>NM HIDTA GRANT FUND</b>	28,227		<b>(31,773)</b>



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# County of Lincoln

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## AGENDA Item No. 25

January 8, 2015

### MEMORANDUM

**TO:** County Commissioners

**FROM:** Nita Taylor, Lincoln County Manager *NT*

**SUBJECT:** Obsolete Communications Tower

**PURPOSE:** To Obtain Approval to Transfer Obsolete Communications Tower that has Been Replaced to Town of Carrizozo

**Discussion:** The communications tower previously located on the roof of the Sheriff's Complex has been removed and replaced with a tower placed at ground level. The Town of Carrizozo has use for this communications tower and has requested the County to transfer it to them.

**Recommendation:** Approve transfer of obsolete communications to Town of Carrizozo.

Agenda Item No. 26

**SUBJECT**

Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation Section 10-15-1, Sub-Paragraph H.(7); and Discussion of the purchase, acquisition or disposal of real property or water rights by the public body, Section 10-15-1, Sub-Paragraph H.(8).

See attached list.

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January 13, 2015

**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)**

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

1. *Cooper, Gale and DeBaca County News v. County of Lincoln, Sheriff of Lincoln County, et al.* D-1329-CV-200701364. Suit filed: October 15, 2007. Verified Complaint for Declaratory Judgment Ordering Production of Certain Records and Information. Hearing took place Dec. 18, 2013, and Conclusion of Law/Order was filed May 15, 2014 entered in favor of Ms. Cooper. Ms. Cooper filed an appeal June 10, 2014, and Judge John F. Davis was assigned Aug. 3, 2014.

\*2. *Coble Constructors, LLC, et al v Carl Kelley Construction Ltd. Co, et al.* D-1226-CV-2012-00003. Suit filed January 15, 2012. Complaint to Foreclose Mechanic=s Lien. Motion for Summary Judgment filed Jan. 29, 2014. Motion for Grant of Summary Judgment filed July 18, 2014. Judgment, Decree of Foreclosure, Order of Sale filed Dec. 16, 2014. Master Sale is scheduled for Feb. 2, 2015.

\*3. *J. Robert Beauvais and Greentree Solid Waste Authority v. Judge Jerry Ritter and the County of Lincoln in the State of New Mexico Supreme Court No. 35,053*; Verified Emergency Petition for Writ of Prohibition; Alternatively, Superintending Control; Request for Stay received Dec. 24, 2014 and Order Denying Writ of Prohibition filed by the Supreme Court Dec. 24, 2014. GSWA filed its Motion for Clarification Jan. 6, 2015.

\*4. *Greentree Solid Waste Authority v. Lincoln County* D-1226-CV-2014-00095. Suit filed May 1, 2014 Verified Petition for Declaratory and Supplemental Relief: Injunction, Motion to Waive Time to Reassign District Judge (Judge Karen Parsons was disqualified). County was served May 14, 2014. Mr. Paul Melendres has been retained by the County and filed Answer, Motion to Disqualify Mr. Beauvais and Change of Venue. Motion to Join the New Mexico Finance Authority as an Indispensable Party filed July 22, 2014. GSWA filed its Motion for Summary Judgment on Sept. 26, 2014. County filed its Response to GSWA's Motion for Summary Judgment on Oct. 13, 2014. Scheduling Conference and Hearing on All Pending Motions was Nov. 20 both with Judge Ritter, who found Mr. Beauvais had a conflict of interest and was disqualified from representing GSWA. Stipulated Partial Dismissal was entered and

GSWA's Motion to Reconsider was filed Dec. 5, 2014. GSWA has retained Robert Doughty as new counsel, who filed a Limited Entry of Appearance Dec. 13, 2014. Preliminary Injunction Hearing was scheduled Dec. 17, 2014 with Judge Ritter. Lincoln County's Response to Plaintiff's Motion to Reconsider was filed Dec. 19, 2014. GSWA filed its Reply of the Motion to Reconsider Jan. 5, 2015.

5. *Greentree Solid Waste Authority v. Lincoln County, et. al. D-0101-CV-2013-00104.* Suit filed January 9, 2013. Petition for Declaratory Judgment; Preliminary and Permanent Injunction. Mr. Beauvais filed an appeal Feb. 27, 2014. Ruling on Reconsidering Stay denied by Judge Singleton June 11, 2014. GSWA's Brief in Chief filed Sept. 9, 2014. Record Proper was filed Sept. 25, 2014. Alto Lakes Water and Sanitation District's and Lincoln County's Joint Response Brief was filed with the Court of Appeals Oct. 24, 2014. GSWA filed its Reply Brief Dec. 1, 2014.

6. *Barbara Diane Latham, et al v. Neal Cox, Ben Hazen, Lincoln County Sheriff's Department and the County of Lincoln. D-1226-CV-2013-00191 to Federal No: 2:13-CV-00822-RB-SMV.* Suit filed July 19, 2013. Complaint for Violation of Civil Rights, Wrongful Death and Damages by Attorney Gary Mitchell. Tort Claim Notice was filed on October 27, 2011. LCSO and LC Manager were served on August 5, 2013. Advised NMAC assigned the case to Brennan and Sullivan Law Firm Sept. 5, 2013. Case was moved to Federal Court August 30, 2013. Plaintiffs and Defendants Agreed Motion to Modify Scheduling Order filed Aug. 5, 2014. Motion for Qualified Immunity still pending as of Oct. 4, 2014. Ms. Latham filed a new action in federal court against Village of Capitan and Police Officer Kevin Kennedy filed July 25, 2014. The court Sua Sponte consolidated both cases via Order from Judge Brack filed Sept. 29, 2014. The trial date has been vacated until further notice in an order entered by Judge Brack on Nov. 5, 2014.

7. *Bank of America, N.A. v. Howard D. Schafer, et. al. (County of Lincoln through LCSWA) D-1226-CV2014-00162* County was served Sept. 2, 2014. Complaint for Foreclosure filed Aug. 19, 2014 Lincoln County filed an Alarm Ordinance Lien and a LCSWA Lien. Mr. Morel entered his appearance on behalf of the County Sept. 23, 2014. Disclaimer of Interest has been filed by Lincoln County.

8. *Water Rights Protests: New Mexico State Engineer Hearing Numbers: 14-039 and 14-041.* Protests of Applications 01300-1, 01300-2, 01300-3, 0826-2 into 0275 *et. al.* and H-272 *et al (T)* and H-50-1 into H-272 *et. al. (T)* filed July 15, 2013 pertaining to movement / transfer of water rights from the Hondo Valley to the Village of Ruidoso and the City of Ruidoso Downs. Docketing Order filed Sept. 18, 2014. Kelly Cassels/Sanders, Bruin, Coll & Worley, P.A. has been retained by the County, entered his appearance Sept. 22, 2014 and has responded in behalf of the County.

9. *Wesmax, Ltd. V. Paul Baca, Lincoln County Assessor D-1226-CV-201400188* Appeal of the Final Order from Lincoln County Valuation Protest Board. Appeal filed Oct. 8, 2014. Case assigned to Basham & Basham/Dwyer. Record of Appeal and Transcript of Proceedings was filed Oct. 23, 2014.

## Tort Claims Notices Received or Threatened

### 2015

**Cherry, Doris** – Tort Claim Notice posted in Lincoln County News Jan. 1, 2015 stating possible Civil Rights Violation lawsuits regarding alleged Americans with Disabilities Act non-compliance in remodeling the Lincoln County Courthouse buildings.

### 2014

**Ramos, Aaron** – Tort Claim Notice received from Mr. Ramos March 18, 2014 alleging his rights were violated during incarceration at Lincoln County Detention Center. Mr. Ramos alleges damages by not being granted detainee to detainee correspondence.

**Millerden, Kenneth and Anita** – Tort Claim Notice received May 9, 2014 alleging negligence from staff at Lincoln County Medical Center during prepartum care for their infant son.

**Ogden, John D** – Tort Claim Notice received May 26, 2014 alleging mistreatment while incarcerated at LCDC on March 11, 2014.

**Rounds, Christopher** – Tort Claim Notice received June 4, 2014 alleging being held in LCDC without being advised of his charges.

**Herbert, Crystal** – Tort Claim Notice received June 23, 2014 alleging false imprisonment, due process violations, unlawful detention of a minor, emotional distress.

**Class Action** – Tort Claim Notice received June 23, 2014 alleging false imprisonment, false arrest, deprivation of rights at LCDC that arise with Immigration and Customs Enforcement charges.

**Atwell, Stacey** – Tort Claim Notice received June 25, 2014 alleging unlawful seizure of her two minor children during a request for a deputy to assist in keeping the peace.

**McGarry, Sean** – Tort Claim Notice received July 25, 2014 alleging wrongful arrest, false imprisonment, malicious prosecution, intentional or negligent infliction of emotional distress, abuse of process, wrongful termination and retaliatory discharge regarding discharge from the Capitan Police Department.

**Ramos, Aaron** – Tort Claim Notice received August 7, 2014 alleging lack of Due Process for inmates at LCDC.

**Lambert, David and Bonnie** - Tort Claim Notice received Sept. 8, 2014 by attorney W. Chris Nedbalek alleging damage to Lambert property due to Mr. Rodney Bunsen using his own

equipment to alter a platted County right of way without the authorization or knowledge of the County.

**Rider, Edward Allen and Moorhead, Brennon** – Tort Claim Notice received Oct. 20, 2014 by attorney W. Chris Nedbalek alleging Lincoln County Narcotics Enforcement Unit officers destroyed items in a home.

**Caughron, Brittany and Anderson, Amie** – Tort Claim Notice received Oct. 24, 2014 by attorney W. Chris Nedbalek alleging overcrowding of Lincoln County Detention Center as a violation of 8<sup>th</sup> Amendment Rights.

**Ryen, Allen-** Tort Claim Notice received Oct. 27, 2014 by attorney W. Chris Nedbalek alleging Mr. Ryen was exposed to unsanitary conditions at Lincoln County Detention Center.

**Inmate Group** – Tort Claim Notice received Oct. 27, 2014 by attorney W. Chris Nedbalek alleging overcrowding and unsanitary conditions at Lincoln County Detention Center.

**McMurray, Cody** – Tort Claim Notice received Nov. 6, 2014 by attorney W. Chris Nedbalek alleging lack of adequate medical care at Lincoln County Detention Center.

**Caughron, Brittany and Anderson, Amie** – Tort Claim Notice received Nov. 14, 2014 by attorney W. Chris Nedbalek alleging inadequate medical care and overcrowding at Lincoln County Detention Center.

**Inmate Group** – Tort Claim Notice received Nov. 14, 2014 by attorney W. Chris Nedbalek alleging overcrowding and unsanitary conditions at Lincoln County Detention Center.

**Long, Cameron** – Tort Claim Notice received Nov. 14, 2014 by attorney W. Chris Nedbalek alleging mistreatment by an Officer with Adult Probation and Parole.

**McClarnon, Brian** – Tort Claim Notice received Nov. 14, 2014 by attorney W. Chris Nedbalek alleging violations of U.S. Constitutional Amendment rights.

**Diana Martwick, 12<sup>th</sup> Judicial District Attorney** – Tort Claim Notice received Nov. 25, 2014 alleging lack of adequate office space provided by the County of Lincoln.

**\*Inmate Group** – Tort Claim Notice received Dec. Dec. 22, 2014 by attorney W. Chris Nedbalek alleging inmates were mistreated at Lincoln County Detention Center.

## **2013**

**Allen, Katherine Elizabeth-** Notice of Tort Claim received Sept. 12, 2013 from Katherine Allen against Lincoln County Detention Center for alleged injuries sustained during transport.

**Borrego, Albert** - Tort Claim Notice received from attorney Gary Mitchell on June 14,

2013, alleging continued harassment to Albert G. Borrego by police while responding to a noise complaint at Mr. Borrego=s residence on February 28, 2013, and a separate incident resulting in Mr. Borrego=s arrest on March 5, 2013, due to an outstanding warrant, during which Mr. Borrego allegedly sustained injuries while in custody due to an existing broken back injury. Claim has been denied by NMAC.

**Espinoza, Robert B** Tort Claim Notice received from Robert Espinoza on June 4, 2013, alleging property damage from vehicle accident while Linda Mullins, driving the LC Senior Center meal delivery van ran off road hitting chain link fence, poles and railroad ties.

**Harrisburg Documents-** Attempts to recover Lincoln County documents illegally taken from the county. County Clerk Rhonda Burrows has been in contact with Harrisburg, PA in recovery efforts.

**Montoya, Emilia L.** - Tort Claim Notice received by attorney Freda Howard McSwane on April 23, 2013, alleging injuries sustained by Ms. Montoya when a physical altercation took place at the LCDC.

**Ramos, Aaron** - Tort Claim Notice received by attorney Robert J. Beauvais on April 18, 2013, (correspondence dated September 13, 2011) alleging concerns about Mr. Ramos= safety and welfare and violation of his U.S. Constitutional rights.

**Silva, Elmo B** Tort Claim Notice received from attorney Richard Marquez November 6, 2013. Alleges false imprisonment for Mr. Silva, who was sentenced in the 12<sup>th</sup> Judicial District Court to 38 years filed on July 3, 1990.