

COUNTY OF LINCOLN
New Mexico
Regular Meeting
Board of County Commissioners

Preston Stone, Chairman
Elaine Allen, Member
Lynn Willard, Member
Rhonda Burrows, Clerk
Robert Shepperd, Sheriff

Dallas Draper, Vice Chairman
Thomas F. Stewart, Member
Paul Baca, Assessor
Beverly Calaway, Treasurer
Stirling Spencer, Probate Judge

Nita Taylor, County Manager

AGENDA

Commission Chambers, Tuesday, June 28, 2016 @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. Approval of Agenda
6. Approval of Minutes:
 - a. May 2, 2016, Special Commission Meeting
 - b. May 17, 2016, Regular Commission Meeting
 - c. June 2, 2016, Special Commission Meeting
7. Approval of Consent Agenda
 - a. Payroll/Accounts Payable/Budget/ Expenditures
 - b. Treasurer’s Financial Report for the Month ending May 31, 2016
 - c. Approval of Land and Water Well Agreement –Carrizozo Municipal Schools
 - d. MOU Between the Village of Ruidoso & County as the Administrative Authority for Lincoln County Sheriff’s Office for Driving while Intoxicated Prevention Enforcement Activities & Reimbursement of Costs
 - e. Approval of FY16-17 Contracts Between the County of Lincoln and North Central New Mexico Economic Development District: Non-Metro Area Agency on Aging:
 - a. Direct Purchase of Services
 - b. Nutrition Service Incentive Program (NSIP)
 - c. Senior Employment Program

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

8. Discussion and Possible Direction Regarding NM Department of Cultural Affairs' Proposed Reorganization of Historic Sites: Lincoln and Ft. Stanton
9. Forest, Land & Natural Resources Matters:
 - a. Smokey Bear Ranger District
 - b. Cibola National Forest
 - c. New Mexico State University Range Task Force
 - d. Community Forester
 - e. Upper Hondo Soil & Water Conservation District
 - f. Office of State Engineer-Water Issues
10. **9:30 A.M.:** PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)
11. FY 2018-22 Lincoln Infrastructure Capital Improvement Plan
 - a. Expand Detention Center – Presentation by John Calvani, Architect
12. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
 - a. Authorization to forward FY 2012-2013 Invoice to Lincoln County Medical Center for payment
13. Manager's Report
14. Approval of Resolutions for FY 16/17 Local Government Road Fund Programs
 - a. Resolution 2015-42 CAP Local Government Road Program
 - b. Resolution 2015-43 Cooperative Agreement
 - c. Resolution 2015-44 School Bus Route Project
15. Approval to Award RFP's:
 - a. 15-16-12 Heating & Air Conditioning Maintenance Services
 - b. 15-16-13 Electrical Maintenance Services
 - c. 15-16-14 Plumbing Maintenance Services
16. Solar Energy Solution for Lincoln County Detention Center – Presentation by Wayne Stansfield
17. **1:00 P.M.** Public Hearing to consider possible rate increases amending Resolution 2008-42, A Resolution setting fees to be charged for the efficient & Sanitary Collection of Solid Waste in Lincoln County by Resolution 2015-45, Pursuant to Ordinance 2016-01
18. Carrizozo Senior Center: Consideration of Additional Costs and Timeline Delays
19. Request to Issue RFP for On-Call Engineering, Surveying and Environmental Services for Various Construction and Road Projects

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

20. Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinance

- a. Final Budget FY 2016-2017

21. Approval of Lodger's Tax Applications:

- a. Purpose: Lincoln County Cowboy Symposium

Request: \$5000.00

Date(s) of Event: October 7, 8 & 9, 2016

Presenter: Sunny Hirschfeld/Hubbard Museum of the American West Foundation

Lodger's Tax Approved \$2,000.00 Application No.0018

- b. Purpose: Fort Stanton Live

Request: \$8000.00

Date(s) of Event: July 9-10, 2016

Presenter: Dr. Walter Pittman/Fort Stanton Inc.

Lodger's Tax Approved \$4,000.00 Application No. 0015

- c. Purpose: Carrizozo Festival & Artists Tour

Request: \$2,500.00

Date(s) of Event: August 13, 2016

Presenter: Sen Talley/Carrizozo Festival & Artist Tour/Carrizozo Works

Lodger's Tax Approved \$1,000.00 Application No. 0016

- d. Purpose: Ruidoso Christmas Jubilee

Request: \$2,000.00

Date(s) of Event: November 11-13, 2016

Presenter: Paula Bates/Ruidoso Valley Greeters

Lodger's Tax Approved \$1,000.00 Application No. 0017

22. Consideration of Appointments and Removal from Boards/Commissioners/Committees:

- a. Land and Natural Resources Advisory Committee
b. Lincoln Historic Preservation Board
c. Lodger's Tax Committee
d. Planning Commission
e. Senior Citizens Olympic Committee

23. Authorization to File Liens for Lincoln County Alarm System Ordinance 2011-04 Permit Violations:

- b. Omar Gonzalez
c. McGaugh Family Trust
d. Kenneth Rice
e. Lauren Cox
f. Michael Hufstedler
g. Angela & Mary Salazar

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

- h. Jessical Thomas
- i. Roger Lollar
- j. Charles Welch

24. Consideration and Approval of FY16-17 Agreement Between the County of Lincoln and The Lincoln County Deputy Sheriffs' Association

25. Job Title/Grade Change-Senior Citizen Program

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).

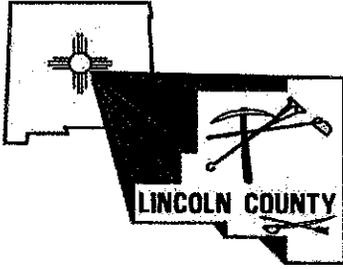
27. Signing of Official Documents

28. Next meetings:

- a. July 19, 2016, Regular Commission Meeting
- b. August 16, 2016

29. Adjourn

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



www.lincolncountynm.gov

County of Lincoln

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

Agenda Item 6

SUBJECT

Approval of Minutes:

- a) May 2, 2016 Special Commission Meeting
- b) May 17, 2016 Regular Commission Meeting
- c) June 2, 2016 Special Commission Meeting

1 **COUNTY OF LINCOLN**

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

5
6 **Preston Stone**, Chair
7 **Dallas Draper**, Vice Chair

Thomas F. Stewart, Member
Elaine Allen, Member
Lynn Willard, Member

8
9 **Minutes**
10 **Monday, May 02, 2016**

11
12 Minutes of the Special Meeting of the Lincoln County Commission held at 8:30 A.M. on May 02,
13 2016 in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New
14 Mexico.

15
16 **1. Call to Order**

17
18 Chair Stone called the Special Meeting of the Board of County Commissioners to order at 8:30
19 AM.

20
21 **2. Roll Call**

22
23 **Roll Call.**

24 **Present:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
25 Commissioner Willard.

26
27 Others present included Nita Taylor, County Manager; Alan Morel, County Attorney; and
28 Whitney Whittaker, Chief Deputy Clerk.

29
30 **3. Invocation**

31
32 The invocation was presented by Commissioner Draper.

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, **Action:** Approve,
42 **Moved by** Commissioner Stewart, **Seconded by** Commissioner Allen.

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

44 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
45 Commissioner Willard.

46
47 Chair Stone Recessed the Regular Meeting and convened the Public Hearing at 8:31 AM.

48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97

6. Public Hearing to consider the Preliminary Budget Fiscal Year 2016-2017

A. County Manager's Overview

Nita Taylor, Manager provided an overview of the timeline of events associated with the annual budget preparation. Ms. Taylor acknowledged the work of Punkin Schlarb, Finance Director; Beverly Calaway, Treasurer; and Sherri Huddleston, Chief Deputy Treasurer during budget preparation.

Ms. Taylor stated the conservative budget as presented resulted in a revenue base of \$4,521,661 over the required reserve of \$1,839,428 or 3/12 of total General Fund expenditures of \$7,357,713.

Ms. Taylor discussed major transfers from the General Fund to cover departmental expenses including; \$2,964,291 for Detention Center operations; \$1,815,881 for Road Department operations; and \$295,514 for Senior Citizen Centers.

Ms. Taylor provided a history of property valuations beginning in 2004 and noted the increase in valuation from \$1,167,217,167 in 2014 to \$1,198,390,624 in 2015. Ms. Taylor stated Lincoln County's Payment in Lieu of Taxes (PILT) was received in June in the amount of \$1,562,805. Ms. Taylor stated based on a forecasted estimated increase of 8.5%, PILT revenue was estimated at \$1,695,122 for the Fiscal Year 2016-2017 budget.

Ms. Taylor presented a summary of funding requests from external agencies totaling \$ 384,497. Ms. Taylor cautioned approval of external agency requests would result in an increase of the amount of required reserves and a decrease in the amount of funds remaining over required reserves for Lincoln County operations.

Ms. Taylor reminded clinic and hospital budget requests were funded solely from the Property Tax Mill Levy currently imposed at the rate of 2.0 mills for Lincoln County Medical Center with a project revenue of \$2,198,741 and 6 mill for clinics with a projected revenue of \$654,334.

Ms. Taylor noted additional departmental requests not included in the preliminary budget were typically for capital improvements or one-time requests. Ms. Taylor presented a detailed list of requests from the Sheriff's Department, the Road Department, and the Manager's Department. Ms. Taylor stated the Manger's request included a request for a salary increase for elected officials and a Cost of Living Adjustment for classified employees. Ms. Taylor again reminded approval of these requests would decrease total funds remaining over the required reserves.

Ms. Taylor reminded the New Mexico Department of Finance and Administration (DFA) mandated the use of the 2015 Property Tax Valuations for the development of the Fiscal Year 2016-2017 budget. Ms. Taylor stated DFA guidelines recommend general fund expenses and transfers to other funds not exceed 5% over current year budgeted revenues.

Ms. Taylor stated as in past years expenditures were unconstrained and projected revenues were conservative.

Commissioner Stewart suggested elected officials and the public think of the County budget in terms of a "home budget" defined by savings, income, and expenses. Commissioner Stewart

98 discussed the budget in past years and noted in Fiscal Year 2013-2014 the County budget
 99 reflected \$1.5 million in expenditures over revenues and therefore savings and reserves
 100 declined in the next year. Commissioner Stewart stated in Fiscal Year 2014-2015 expenditures
 101 exceeded revenues by \$1.6 million and in the current Fiscal Year 2015-2016 expenditures may
 102 exceed revenues by \$1.4 million with savings continuing to decline. Commissioner Stewart
 103 cautioned approval of all external agency and departmental requests would result in a budget
 104 where expenditures would exceed revenues by \$1.9 million. Commissioner Stewart cautioned
 105 against continuing this pattern and spending down reserves.
 106

107 **B. External Agency Presentations and Requests**

108
 109 Ms. Taylor presented a summary of external requests including history of prior funding awarded
 110 and comparison analysis of current request. Agency requests were presented as follows:
 111

112	NMSU Extension Office	\$ 72,951
113	Request presented by Marsha Palmer, Lincoln County Extension Director	
114	Capitan Library	\$ 15,000
115	Request presented by Pat Garrett, Director	
116	Corona Library	\$ 5,000
117	Request Presented by Village of Corona Mayor Bill Hignight	
118	Ruidoso Library	\$ 30,000
119	Request presented by Cory Bard, Director	
120	Juvenile Justice Board (LCJJB)	\$ 12,000
121	Request presented by Ted Allen, Coordinator	
122	SNMEDD	\$ 7,000
123	Request presented by Hubert Quintana, Executive Director	
124	USDA Predator Control/Wildlife	\$ 94,500
125	Request presented by Jeremy Flack, Wildlife Services	
126	Noxious Weed Program	\$ 60,000
127	Request presented by Laura Johnson, Program Director Upper Hondo Soil and Water Conservation District	
129	South Central Mountain RC and D	\$ 40,000
130	Request presented by Laura Doth, Executive Director and Rick Merrick, Rural Forrester.	
131	Lincoln County Humane Society	\$ 30,000 + \$1,000
132	Request presented by Judith Gouch Passmore, President Board of Directors and Able Guzman, Manager	
134	Eco Servants	\$ 25,000
135	Request presented by Stephen Carter, Executive Director	
136	New Mexico Bookmobile	\$ 1,260
137	Request presented by Ms. Taylor on behalf of New Mexico State Library	
138	Coalition of Arizona/NM Counties	\$ 7,600
139	Request presented by Ms. Taylor on behalf of Howard Hutchinson, Executive Director. Ms. Taylor noted the request was for \$2,600 in annual dues and \$5000 for legal fees.	
141	Boys & Girls Club of Sierra Blanca	\$ 10,000
142	Request presented by Tim Coughlin, Executive Director	
143	Miracle's Paws for Pets	\$ 1,500
144	Request presented by Barbara Culler, President	
145	City of Ruidoso Downs	\$ 34,500
146	Request presented by City of Ruidoso Downs Mayor Gary Williams for the Lincoln County Transit Program	
147		

148 **White Mountain Search and Rescue** **\$ 1,000 (General Fund)**
149 Request presented by Tony Davis, President
150

151 **C. 10:10 a.m.:** Medical Related Budget: Lincoln County Medical Center/Clinics/
152 La Casa Buena Salud
153

154 Manager Taylor provided detail regarding Lincoln County Medical Center's (LCMC) request for
155 hospital funds in the amount of \$2,109,850 and noted the request was \$227,150 less than last
156 year's request. Ms. Taylor detailed the request as follows:
157

158	Lincoln County Medical Center		
159	Hospital Capital Request	\$ 74,000	
160	Emergency Medical Services	\$ 375,000	
161	Community Assistance Program	\$ 110,000	
162	Hospital Operations	\$1,550,000	
163	Total Request		\$2,109,850

164
165 Ms. Taylor noted other expenses funded from mill levy revenues included:
166

167	Safety Net Care Pool Obligation	\$ 414,226	
-----	--	-------------------	--

168
169 Ms. Taylor anticipated the Mill Levy as currently imposed for the hospital would generate
170 revenues in the amount of \$2,198,741. Ms. Taylor stated approval of the hospital requests as
171 presented in addition to the Safety Net Care Pool obligation would result in expenditure of
172 \$325,335 over revenues.
173

174 Ms. Taylor detailed the funding requests from Lincoln County Medical Center and La Casa
175 Buena Salud as follows:
176

177	LCMC Rural Clinics		
178	Corona Clinic - Operations	\$ 25,000	
179	Carrizozo Clinic - Operations	\$ 374,000	
180	Carrizozo Clinic - Capital Request	\$ 94,760	
181	Capitan Clinic - Operations	\$ 100,000	
182	Total Request		\$ 594,000

183			
184			
185	La Casa Bueno Salud - Hondo Clinic		\$ 139,000

186
187 Ms. Taylor anticipated the Mill Levy as currently imposed for the clinics would generate
188 revenues in the amount of \$ 656,334. Ms. Taylor stated approval of the clinic requests as
189 presented would result in expenditure of \$ 79,596 over revenues.
190

191 Troy Clark, Interim LCMC Administrator provided highlights of services provided and other
192 information in support of LCMC's request.
193

194 Serefino Montona, Chief Executive Officer for La Casa discussed the request for operational
195 funding of the Hondo Clinic. Mr. Montona discussed the closure of the clinic last fall due to the
196 lack of a health care provider for the clinic.
197

198 Commissioner Willard questioned the date of termination of services and whether the Hondo
199 Clinic received payments after services were terminated.

200
201 Mr. Montona reminded the County's agreement with La Casa was for the provision of part time
202 services and noted during the period the clinic was open services were provided on a full time
203 basis

204
205 Chair Stone questioned Mr. Clark regarding the current four day work week at the Capitan Clinic
206 and questioned if Presbyterian planned to expand operations to five days a week.

207
208 Mr. Clark stated belief the capacity reports indicated volumes were building but stated currently
209 there was not sufficient patient capacity to warrant operation five days a week.

210
211 Chair Stone expressed belief the construction of the facility by Lincoln County and the financial
212 support of the voter approved mill levy justified full time operations.

213
214 Commissioner Stewart commented on the shortfall of requests over mill levy revenues and
215 suggested reduction of operational requests by this amount.

216
217 Manager Taylor suggested LCMC provide additional information prior to final budget approval of
218 the hospital's request.

219
220 Marvin Martin, Superintendent of Hondo Schools expressed support for the La Casa Hondo
221 Clinic but also supported greater accountability for funds expended during the closure.

222
223 Chair Stone recessed the Public Hearing at 12:03 PM and reconvened the Public Hearing at
224 12:59 PM.

225 226 D. Detailed Department Review

227
228 Ms. Taylor informed departmental budgeting sessions were held with Elected Officials,
229 Department Heads, and the Volunteer Fire Chiefs. Ms. Taylor stated due to federal and state
230 budget cuts the Zia Senior Center budget would require additional review.

231
232 Renee Montes, Senior Services Director discussed the department's budget shortfall resulting
233 from reduced state and federal agency funding. Ms. Montes stated she had identified and
234 reduced operational budget requests in the amount of \$92,000 without reducing current services
235 but noted a shortfall of \$58,071 remained. Ms. Montes identified options to cover the
236 additional shortfall including the option to reduce three full time positions to part time positions.
237 Ms. Montes also discussed an option to reduce the hours of service in Hondo and Corona by
238 two hours daily.

239
240 There was general discussion regarding the impact of reducing staff and operational hours for
241 Senior Centers.

242 243 E. Unfunded Optional Requirements

244
245 Ms. Taylor presented detailed departmental requests from the Sheriff's Department, the Road
246 Department, and the Manager's department. Ms. Taylor discussed the proposed increase in
247 compensation for Elected Officials. Ms. Taylor reminded the statutory limits for County Elected
248 Official compensation increased in 2013 with Lincoln County approving a 10% increase in 2015.

249 Ms. Taylor explained the requested increase to the maximum statutory limit would apply only to
250 newly elected officials. Ms. Taylor discussed the reoccurring cost associated with the proposed
251 Cost of Living Adjustment (COLA) for all classified employees.

252
253 Robert Shepperd, Sherriff discussed the Sherriff's Departments requests for four new vehicles
254 and replacement software for the current "Sleuth System" totaling \$353,700.

255
256 Joel Bonnell, Road Superintendent discussed Road Department equipment requests including
257 three pickups, a Culvert Jetter, three dump trucks, and a transport truck totaling \$811,500.

258
259 Ms. Taylor discussed the Manager's Departmental requests for a tommy lift, a new pickup for
260 Rural Addressing, window replacements in the Clerk and Treasurer's offices, and parking lot
261 repair for the County owned New Horizons property totaling \$75,144.

262
263 F. Manager's Recommendations

264
265 Ms. Taylor recommended the Board of County Commissioners consider and take action on all
266 external agency requests bearing in mind some of the requests more broadly benefited Lincoln
267 County than others.

268
269 Ms. Taylor provided recommendations for the allocation of Hospital Mill Levy funds but
270 suggested extending consideration of LCMC's request for \$1,550,000 in operational funds until
271 the June Regular Meeting. Ms. Taylor stated LCMC agreed to provide additional details
272 regarding their budget request prior to the June meeting.

273
274 Ms. Taylor discussed the Mill Levy Clinic funding requests and reminded the requests as
275 presented exceeded the total annual Mill Levy Clinic revenue of \$654,334.

276
277 Ms. Taylor recommended approval of some level of capital funding for each department's
278 optional requests in addition to consideration of a salary increase for elected officials and a 3%
279 COLA increase for classified employees.

280
281 Chair Stone adjourned the Public Hearing and convened the Regular Meeting at 2:32:28 PM.

282
283 **7. Board of County Commissioner's Preliminary Budget Guidance**

284
285 There was a general discussion regarding the allocation of funding for optional departmental
286 requests. After discussion of the Department of Finance and Administration's guideline to limit
287 transfers from the General Fund to less than 5% of revenues there was general agreement to
288 limit budget approval of capital requests during the Preliminary Budget process and to
289 reconsider unfunded requests after final determination of beginning cash balances.

290
291 **Motion:** Authorize expenditure of \$228,000 for the Sheriff's Department purchase of two
292 vehicles and software upgrade, **Action:** Approve, **Moved by** Commissioner Willard, **Seconded**
293 **by** Chair Stone.

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

295 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
296 Commissioner Willard.

297

298 **Motion:** Authorize expenditure of \$336,000 for the Road Department's purchase of two pickups,
299 a culvert jetter and one dump truck, **Action:** Approve, **Moved by** Commissioner Willard,
300 **Seconded by** Commissioner Stewart.

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

302 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
303 Commissioner Willard.

304
305 **Motion:** Authorize expenditure of \$53,000 for the Manager's Office window replacements and
306 one pickup, **Action:** Approve, **Moved by** Commissioner Willard, **Seconded by** Commissioner
307 Draper.

308 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5)

309 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
310 Commissioner Willard.

311
312 **Motion:** Approve a 2% COLA increase for classified employees, **Action:** Approve, **Moved by**
313 Commissioner Allen.

314 **Motion failed** for lack of second.

315
316 **Motion:** Approve a 3% COLA increase for classified employees, **Action:** Approve, **Moved by**
317 Chair Stone, **Seconded by** Commissioner Draper.

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

319 **Yes:** Chair Stone, Commissioner Draper, Commissioner Willard.

320 **No:** Commissioner Stewart, Commissioner Allen.

321
322 **Motion:** Approve 15% increase for incoming elected officials, **Action:** Approve, **Moved by**
323 Commissioner Draper, **Seconded by** Chair Stone.

324
325 Commissioner Draper clarified his intention was not to support a raise for his position as a
326 Commissioner but rather to support the other elected officials in Lincoln County.

327
328 **Vote:** Motion failed (**summary:** Yes = 2, No = 3, Abstain = 0).

329 **Yes:** Chair Stone, Commissioner Draper.

330 **No:** Commissioner Stewart, Commissioner Allen, Commissioner Willard.

331
332 **a. External Agency Requests**

333
334 **NMSU Extension Office** **\$ 72,951**

335
336 **Motion:** Award NMSU Extension Office \$72,951, **Action:** Approve, **Moved by** Commissioner
337 Willard, **Seconded by** Commissioner Draper.

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

339 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
340 Commissioner Willard.

341
342 **Capitan Library** **\$ 15,000**

343
344 **Motion:** Award Capitan Library \$15,000, **Action:** Approve, **Moved by** Commissioner Allen,
345 **Motion Failed** for lack of second.

346
347 **Motion:** Award Capitan Library \$5,000, **Action:** Approve, **Moved by** Commissioner Draper,
348 **Seconded by** Chair Stone.

349 **Vote:** Motion passed by roll call vote (**summary:** Yes = 3, No = 2, Abstain = 0).
350 **Yes:** Chair Stone, Commissioner Draper, Commissioner Willard.
351 **No:** Commissioner Stewart, Commissioner Allen.

352
353 **Corona Library** **\$ 5,000**

354
355 **Motion:** Award Corona Library \$3,000, **Action:** Approve, **Moved by** Commissioner Willard,
356 **Seconded by** Commissioner Draper.
357 **Vote:** Motion passed by roll call vote (**summary:** Yes = 3, No = 2, Abstain = 0).
358 **Yes:** Chair Stone, Commissioner Draper, Commissioner Willard.
359 **No:** Commissioner Stewart, Commissioner Allen.

360
361 **Ruidoso Library** **\$ 30,000**

362
363 **Motion:** Award Ruidoso Library \$15,000, **Action:** Approve, **Moved by** Commissioner Draper,
364 **Seconded by** Commissioner Willard.
365 **Vote:** Motion passed by roll call vote (**summary:** Yes = 4, No = 1, Abstain = 0).
366 **Yes:** Chair Stone, Commissioner Allen, Commissioner Draper, Commissioner Willard.
367 **No:** Commissioner Stewart.

368
369 **Juvenile Justice Board (LCJJB)** **\$ 12,000**

370
371 Ms. Taylor reminded this year's request included \$2,500 to cover the cost of required insurance.
372
373 **Motion:** Award Juvenile Justice Board \$10,500, **Action:** Approve, **Moved by** Commissioner
374 Allen, **Seconded by** Commissioner Draper.
375 **Vote:** Motion passed by roll call vote (**summary:** Yes = 3, No = 2, Abstain = 0).
376 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper.
377 **No:** Chair Stone, Commissioner Willard.

378
379 **SNMEDD** **\$ 7,000**

380
381 **Motion:** Award SNMEDD \$7000, **Action:** Approve, **Moved by** Commissioner Willard,
382 **Seconded by** Commissioner Allen.

383
384 Commissioner Draper reminded he served as a board member for SNMEDD and as such had
385 voted to approve the increase in dues.

386
387 **Vote:** Motion passed (**summary:** Yes = 4, No = 1, Abstain = 0).
388 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner
389 Willard.
390 **No:** Chair Stone.

391
392 **USDA Predator Control/Wildlife** **\$ 94,500**

393
394 **Motion:** Award USDA Predator Control \$32,556 for Lincoln County match, **Action:** Approve,
395 **Moved by** Chair Stone, **Seconded by** Commissioner Willard.
396 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).
397 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
398 Commissioner Willard.

399

400 **Noxious Weed Program** **\$ 60,000**
401
402 **Motion:** Award the Lincoln County Cooperative Weed Management Program \$50,000, **Action:**
403 Approve, **Moved by** Commissioner Draper, **Seconded by** Chair Stone.
404 **Vote:** Motion passed by roll call vote (**summary:** Yes = 4, No = 1, Abstain = 0).
405 **Yes:** Chair Stone, Commissioner Allen, Commissioner Draper, Commissioner Willard.
406 **No:** Commissioner Stewart.

407
408 **South Central Mountain RC and D** **\$ 40,000**
409
410 **Motion:** Award South Central Mountain RC and D \$40,000 expending all Title III funds prior to
411 General Fund appropriation, **Action:** Approve, **Moved by** Commissioner Willard, **Seconded by**
412 Commissioner Draper.
413 **Vote:** Motion failed by roll call vote (**summary:** Yes = 2, No = 3, Abstain = 0).
414 **Yes:** Commissioner Draper, Commissioner Willard.
415 **No:** Chair Stone, Commissioner Stewart, Commissioner Allen.

416
417 **Motion:** Award South Central Mountain RC and D \$25,000 with expenditure of all Title III funds
418 prior to General Fund appropriation, **Action:** Approve, **Moved by** Commissioner Stewart,
419 **Seconded by** Chair Stone.
420 **Vote:** Motion passed by roll call vote (**summary:** Yes = 3, No = 2, Abstain = 0).
421 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen.
422 **No:** Commissioner Draper, Commissioner Willard.

423
424 **Lincoln County Humane Society** **\$ 30,000 + \$1,000**
425
426 **Motion:** Award Lincoln County Humane Society \$25,000 plus \$1,000 additional request,
427 **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by** Commissioner Willard.
428 **Vote:** Motion passed by roll call vote (**summary:** Yes = 0, No = 5, Abstain = 0).
429 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
430 Commissioner Willard.

431
432 **Eco Servants** **\$ 25,000**
433
434 **Motion:** Award Eco Servants \$15,000, **Action:** Approve, **Moved by** Commissioner Draper,
435 **Seconded by** Commissioner Allen.
436 **Vote:** Motion failed by roll call vote (**summary:** Yes = 2, No = 3, Abstain = 0).
437 **Yes:** Commissioner Allen, Commissioner Draper
438 **No:** Chair Stone, Commissioner Stewart, Commissioner Willard.

439
440 **Motion:** Award Eco Servants \$10,000, **Action:** Approve, **Moved by** Commissioner Stewart,
441 **Seconded by** Commissioner Willard.
442 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).
443 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
444 Commissioner Willard.

445
446 **NM Bookmobile** **\$ 1,260**
447
448 **Motion:** Award New Mexico Bookmobile \$1,260, **Action:** Approve, **Moved by** Commissioner
449 Stewart, **Seconded by** Commissioner Willard.
450 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

451 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
452 Commissioner Willard.

453
454 **Coalition of Arizona/NM Counties** **\$ 7,600**

455
456 **Motion:** Award Coalition of Arizona/NM Counties \$7600 for annual dues and legal fees, **Action:**
457 Approve, **Moved by** Chair Stone, **Seconded by** Commissioner Draper.

458
459 Commissioner Stewart objected to expending an additional \$5000 for legal fees reminding
460 Lincoln County was not directly involved in litigation at this time.

461
462 **Vote:** Motion passed by roll call vote (**summary:** Yes = 4, No = 1, Abstain = 0).

463 **Yes:** Chair Stone, Commissioner Allen, Commissioner Draper, Commissioner Willard.

464 **No:** Commissioner Stewart.

465
466 **Boys & Girls Club of Sierra Blanca** **\$ 10,000**

467
468 **Motion:** Award Boys and Girls Club of Sierra Blanca \$10,000, **Action:** Approve, **Moved by**
469 Commissioner Allen, **Seconded by** Commissioner Willard.

470 **Vote:** Motion passed by roll call vote (**summary:** Yes = 4, No = 1, Abstain = 0).

471 **Yes:** Chair Stone, Commissioner Allen, Commissioner Draper, Commissioner Willard.

472 **No:** Commissioner Stewart.

473
474 **Miracle's Paws for Pets** **\$ 1,500**

475
476 **Motion:** Award Miracle's Paws for Pets \$1,000, **Action:** Approve, **Moved by** Commissioner
477 Draper, **Seconded by** Commissioner Allen.

478 **Vote:** Motion passed by roll call vote (**summary:** Yes = 4, No = 1, Abstain = 0).

479 **Yes:** Chair Stone, Commissioner Allen, Commissioner Draper, Commissioner Willard.

480 **No:** Commissioner Stewart.

481
482 **City of Ruidoso Downs** **\$ 34,500**

483 (Lincoln County Transit)

484
485 **Motion:** Award the City of Ruidoso Downs \$5,000 for Lincoln County Transit, **Action:** Approve,
486 **Moved by** Commissioner Draper, **Seconded by** Commissioner Allen.

487 **Vote:** Motion passed by roll call vote (**summary:** Yes = 3, No = 2, Abstain = 0).

488 **Yes:** Commissioner Allen, Commissioner Draper, Commissioner Willard.

489 **No:** Chair Stone, Commissioner Stewart.

490
491 **White Mountain Search and Rescue** **\$ 1,000**

492
493 **Motion:** Award White Mountain Search and Rescue \$1,000 from the General Fund, **Action:**
494 Approve, **Moved by** Commissioner Willard, **Seconded by** Commissioner Allen.

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

496 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
497 Commissioner Willard.

498

499 **8. Next Regular Meeting**

500

501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517

Motion: Reschedule the June 21, 2016 Regular Meeting to June 28, 2016, **Action:** Approve,
Moved by Commissioner Stewart, **Seconded by** Commissioner Allen.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
Commissioner Willard.

9. Adjournment

There being no further business to come before the Board of County Commissioners, Chair Stone adjourned the meeting at 3:57:44 PM.

Respectfully submitted by,

Rhonda B. Burrows
Lincoln County Clerk

DRAFT

1 **COUNTY OF LINCOLN**

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

6
7 **Preston Stone**, Chair
8 **Dallas Draper**, Vice Chair

Thomas F. Stewart, Member
Elaine Allen, Member
Lynn Willard, Member

9
10 **Minutes**
11 **Tuesday, May 17, 2016**

12
13 Minutes of the Regular Meeting of the Lincoln County Commission held at 8:30 AM on May 17,
14 2016 in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New
15 Mexico.

16
17 **1. Call to Order**

18
19 Chair Stone called the Regular Meeting of the Board of County Commissioners to order at 8:29
20 AM.

21
22 **2. Roll Call**

23
24 **Roll Call.**

25 **Present:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
26 Commissioner Willard.

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

30
31 **3. Invocation**

32
33 The invocation was presented by Pastor Hayden Smith.

34
35 **4. Pledge of Allegiance**

- 36
37 a. Pledge – US Flag
38 b. Salute – NM Flag
39

40 **5. Approval of Agenda**

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

43 **Action:** Approve, **Moved by** Commissioner Draper, **Seconded by** Commissioner Willard.

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

45 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
46 Commissioner Willard.

47
48 **6. Approval of Minutes**

49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95

- a. April 15, 2016 - Special Commission Meeting
- b. April 19, 2016 - Regular Commission Meeting

Motion: Approve the minutes of the April 15, 2016 Special Meeting and the April 19, 2016 Regular Meeting; **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by** Commissioner Allen.

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

Yes: Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.

7. Approval of Consent Agenda

- a. Payroll/Accounts Payable/Budget/ Expenditures
- b. Treasurer's Financial Report for the Month ending April 30, 2016
- c. Carrizozo Soil and Water Conservation District Mill Levy Rate
- d. Upper Hondo Soil and Water Conservation District Mill Levy Rate

Motion: Approval of Consent items as presented; **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by** Commissioner Allen.

Commissioner Stewart requested clarification of several budget line items and expenditures including payments to King Industries.

Ms. Taylor stated staff would present line item budget adjustments for approval to resolve any negative balances at the end of the fiscal year. Ms. Taylor reminded any payments to King Industries were constrained by the total annual contract award.

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

Yes: Chair Stone, Commissioner Allen, Commissioner Draper, Commissioner Willard.

No: Commissioner Stewart.

Commissioner Stewart clarified his vote in the negative was specifically related to Agenda Item 7(a).

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

8. Forest, Land & Natural Resources Matters:

- a. Smokey Bear Ranger District

Heather Noel, District Ranger reported on continuing efforts to rebuild the Southfork Campground near Bonito Lake. Ranger Noel stated the Ranger District had requested US Forest Service regional and national funding to rebuild the site for both day use and overnight camping.

96 Ranger Noel stated trail work will continue in wilderness areas utilizing cross cut saws to
97 remove trees. Ranger Noel stated crews had also done extensive trail work in the Bonito and
98 Three Rivers areas.
99

100 Ranger Noel stated seasonal crews were added for the fire season and expressed gratitude for
101 the level of participation by students from New Mexico State University. Ranger Noel stated
102 one of her priorities was to identify opportunities for local school districts to participate in forest
103 health projects.
104

105 Ranger Noel stated plans to host a public meeting to discuss the upcoming Forest Plan revision
106 and address other questions from the community.
107

108 b. Cibola National Forest
109

110 Ms. Taylor stated the Cibola Forest Plan Revision process was in Phase II which included the
111 presentation of the Proposed Plan and Draft Environmental Impact Statement (EIS) for public
112 comment. Ms. Taylor stated a final Objection Period would occur prior to approval of the
113 Preferred Alternative and Final EIS with Notice of Plan Approval and Final EIS anticipated in
114 2018.
115

116 c. Community Forester
117

118 Rick Merrick, Community Forester for South Central Mountain Resource and Conservation
119 District reported on a recent FireWise Meeting held with the residents of the Ranches of
120 Sonterra. Mr. Merrick reported Sherriff Robert Shepperd and Joe Kenmore, Director of
121 Emergency Services were in attendance to answer questions. Mr. Merrick reminded the
122 subdivision had qualified as a FireWise Community and they committed to maintaining
123 properties to limit fire danger.
124

125 Mr. Merrick reported the next Eastern New Mexico University Speaker Series topic was
126 "Grassland Restoration Efforts on the Smokey Bear Ranger District".
127

128 Mr. Merrick provided an update on the Ruidoso Collaborative Forest Restoration Program Grant
129 activities including a prescribed burn in Cedar Creek. Mr. Merrick discussed an upcoming
130 prescribed burn planned in the West Mountain area.
131

132 Mr. Merrick reported SCMRCD received two grants from the New Mexico Association of
133 Counties. Mr. Merrick stated one grant was for additional equipment for public education of
134 FireWise programs. Mr. Merrick stated the second grant was to purchase an air curtain
135 incinerator. Mr. Merrick anticipated the loss of curbside slash pick up for County residents
136 would increase the need for the portable incinerator to burn slash piles.
137

138 d. Upper Hondo Soil & Water Conservation District
139

140 Ms. Taylor stated Laura Johnson, Program Coordinator was unable to attend this meeting.
141

142 e. Office of State Engineer-Water Issues
143

144 Ms. Taylor reported there were no new applications for water transfers posted to the State
145 Engineer's website this month.
146

147 **9. FY17 Grant Agreement: Children, Youth and Families Department for Lincoln**
148 **County Juvenile Justice Board**
149

150 Ms. Taylor presented the Fiscal Year 2016-2017 Grant Agreement Number 17-690-19800 with
151 the New Mexico Children, Youth and Families Department (CYFD). Ms. Taylor stated the long
152 standing agreement provided annual funding for the Lincoln County Juvenile Justice Board
153 through a grant award to Lincoln County. Ms. Taylor stated the grant totaled \$104,751 for this
154 fiscal year.
155

156 **Motion:** Approve the Fiscal Year 2016-2017 Grant Agreement with the Children, Youth, and
157 Families Department, **Action:** Approve, **Moved by** Commissioner Draper, **Seconded by**
158 Commissioner Stewart.
159

160 Commissioner Stewart questioned if the subcontractor had reviewed the agreement and
161 understood the requirement for a funding match of \$40,000.
162

163 Ms. Taylor reported the Lincoln County Juvenile Justice Board would provide the funding match
164 through in kind services.
165

166 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).
167 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
168 Commissioner Willard.
169

170 **10. Abandonment and Vacation of Easement: Kurt and Belinda Stegemann**
171

172 Attorney Morel informed Kurt and Belinda Stegemann were requesting the Board of County
173 Commissioners abandon and vacate a dedicated easement granted to Lincoln County in 1931.
174 Attorney Morel stated Lincoln County had never utilized the easement located on land west of
175 Glencoe and there were no plans to do so in the future. Attorney Morel noted the State of New
176 Mexico had previously abandoned their easement at the same location.
177

178 **Motion:** Approve request for Abandonment and Vacation of land as legally described as 10A-
179 ABMT-1 within the NE ¼ of Section 7, Township 11 South, Range 15 East as shown by the NM
180 Department of Transportation Right of Way and Monumentation Map filed in the Office of the
181 County Clerk Cabinet K, Slide Number 26; **Action:** Approve, **Moved by** Commissioner Willard,
182 **Seconded by** Commissioner Allen.
183

184 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).
185 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
186 Commissioner Willard.
187

188 **11. Request to Issue Invitation to Bids**
189

- 190 a. Plumbing / Heating and Cooling
- 191 b. Electrical

192 Ms. Taylor informed the current contracts for these services were awarded in June of 2013 for a
193 one year period with a provision for annual renewal up to three years. Ms. Taylor stated the
194 County could extend these contracts for one additional year but noted a number of revisions
195 were necessary to meet procurement code and purchase order requirements.
196

197 Ms. Taylor stated the new Request for Proposals would include revisions requiring greater
198 billing detail and itemization along with specific definitions of routine maintenance versus on call
199 maintenance. Ms. Taylor also discussed the benefits of combining bids for plumbing services
200 with heating and cooling services.
201

202 **Motion:** Issue termination letters and develop requests for bids, **Action:** Approve, **Moved by**
203 **Commissioner Stewart, Seconded by Commissioner Willard.**
204

205 Chair Stone stated belief services provided by "contract labor" should include all necessary tools
206 and equipment to perform the contractual services.
207

208 Attorney Morel stated while a contractor should furnish "normal tools of the trade" there were
209 instances requiring "specialized" tools or equipment. Attorney Morel stated it was not
210 uncommon for contractors to bill the customer the cost of this "specialized" equipment.
211

212 Ms. Taylor suggested any contract include the option to audit costs billed for special equipment.
213

214 Attorney Morel suggested inclusion of language requiring prior authorization for any additional
215 equipment costs.
216

217 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).
218

219 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
220 Commissioner Willard.
221

221 12. Liquor License Fee by Resolution 2015-39

222
223 Ms. Taylor reminded NMSA 7-24-2 states the "boards of county commissioners ...are
224 empowered, by resolution duly adopted, on or before the first day of June of each year to
225 impose an annual, non-prohibitive license tax upon the privileges of persons holding state
226 license under the provisions of the Liquor Control Act to operate within such counties..."
227

228 **Motion:** Adopt Resolution 2015-39, **Action:** Approve, **Moved by** Commissioner Stewart,
229 **Seconded by** Commissioner Allen.
230

231 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).
232

233 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
234 Commissioner Willard.
235

236 **SEE EXHIBIT B:** Copies of Resolution 2015-39 are attached hereto in reference thereto made
237 a part hereof.
238

237 13. Memorial Day Proclamation

239 Ms. Taylor presented the proclamation in recognition of this year's Memorial Day celebration.
240

241 Commissioner Stewart read the Proclamation for the record acknowledging the debt of gratitude
242 owed to veterans who have fought and died to defend our nation's freedom.
243

244 **Motion:** Approve the Memorial Day Proclamation, **Action:** Approve, **Moved by** Commissioner
245 Stewart, **Seconded by** Commissioner Allen.
246

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

247 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
248 Commissioner Willard.

249
250 **16. Manager's Report**

251
252 **1. Mandatory ICIP Training:** The Manager reported she and staff would attend a
253 mandatory Infrastructure Capital Improvement Plan (ICIP) webinar training. The
254 Manager reminded September 1, 2016 was the deadline for the Fiscal Year 2018 –
255 2022 ICIP submission for counties. The Manager stated plans to submit a draft ICIP
256 during the June Regular Commission Meeting and to adopt a final ICIP during the
257 August Regular Meeting.

258
259 **2. State Auditor Approval for Lincoln County's request to contract with RPC**
260 **CPAA and Consultants, LLP:** The Manager reported Lincoln County received a
261 letter of approval from the State Auditor to contract with RPC for the annual audit.
262 The Manager informed these were the same auditors who performed Lincoln
263 County's annual audit for a number of years but the business name had changed.

264
265 **3. Carrizozo Senior Center:** The Manager anticipated finalization of the change order
266 approved last month in the near future. The Manager spoke with Carrizozo Mayor
267 Lucero regarding the Town of Carrizozo repairing the sidewalk adjacent to the new
268 Senior Center. Mayor Lucero provided a copy of the Town of Carrizozo's Ordinance
269 which assigns the responsibility for repair of sidewalks to the property owner. The
270 Manager stated Mayor Lucero committed to discussing the situation with the Town's
271 Counsel.

272
273 **4. Voluntary Fire Stations – Update:** The Manager reported the Nogal Fire Station's
274 bright red building was visible from Highway 37; architectural work started on the
275 new Hondo Fire Station; and the expansion of the White Oaks Fire Station was the
276 next scheduled fire station project.

- 277
278 **5. Calendar of Events**
- 279 a) May 18: Fair Board Meeting
 - 280 b) May 19: Lincoln County Historic Preservation Board Meeting
 - 281 c) May 24: ICIP Training
 - 282 d) June 7: ENMU Speaker Series: "Grassland Restoration efforts on
283 the Smokey Bear District"- Kim Kuhar, Forest Fuels Specialist
 - 284 e) June 22-24: NMAC Annual Conference – Lea County
 - 285 f) June 28: Commission Meeting

286
287 **6. Departmental Updates:**

288
289 **a. Curt Temple, Planning Director** informed exterior work on the Nogal Fire
290 Station building was 90% complete with some interior work pending completion.

291 Mr. Temple provided an update on activities associated with the new compactor
292 site on Cora Dutton Road. Mr. Temple discussed the acquisition and placement of
293 security cameras for compactor sites. Mr. Temple stated the lack of equipment to
294 load and unload dumpsters was hindering efforts to distribute new dumpsters and
295 relocate others. There was a lengthy discussion regarding the need to replace and
296 move dumpsters to various sites and possible options to acquire equipment to
297 handle the dumpsters.

298 **14. 9:30 AM: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS**
299

300 Commissioner Draper reported on his attendance at a recent meeting conducted by the State of
301 New Mexico Environmental Department on Food Handler Safety. Commissioner Draper
302 informed the State of New Mexico recently adopted new Food and Drug Administration
303 guidelines including requirements for continuing education for food handlers.
304

305 Commissioner Stewart reported plans to participate in several upcoming Joint Land Use Study
306 (JLUS) Committee meetings.
307

308 Rhonda Burrows, Clerk reminded Early Vote sites would open in Ruidoso on May 21, 2016 and
309 in Carrizozo on May 23, 2016. Ms. Burrows reported Absentee Voting began on May 10, 2016.
310 Ms. Burrows acknowledged the important service provided by poll workers in the conduct of
311 elections.
312

313 Doris Cherry voiced multiple concerns about the proposed business license ordinance for
314 Lincoln County. Ms. Cherry stated the licensure requirement could lead to the closure of small
315 home based businesses resulting in a loss of gross receipts tax revenues. Ms. Cherry
316 suggested the proposed requirement for anyone with a NM State Gross Receipts Tax number to
317 have a business license was Lincoln County's way of "backing into a requirement for all
318 businesses to have a commercial trash account". Ms. Cherry suggested the licensing
319 requirement and subsequent requirement for a commercial trash account would particularly
320 burden those single owner businesses which typically operate out of the individual's home. Ms.
321 Cherry also objected to the licensure requirement to increase solid waste billings in view of the
322 large number of individuals granted exemption from solid waste billing based on the 300 Acre
323 Exemption.
324

325 **16. Manager's Report (continued)**
326

327 **a. Curt Temple, Planning Director** continued the discussion of challenges
328 associated with the relocation of dumpsters.
329

330 Chair Stone suggested utilizing Road Department equipment and personnel to move dumpsters
331 rather than seeking new resources.
332

333 Mr. Temple agreed the County could use Road Department equipment but reminded
334 of the associated financial commitment of personnel and travel time to move and
335 relocate dumpsters.
336

337 **24. Executive Session Pursuant to the Open Meetings Act: Discussion of all**
338 **Threatened and/or Pending Litigation Section 10-15-1, Sub-Paragraph H.(7); and**
339 **Discussion of the purchase, acquisition or disposal of real property or water**
340 **rights by the public body, Section 10-15-1, Sub-Paragraph H.(8).**
341

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

346 New or Updated Matters since last report *
347

348 1. *Cooper, Gale and DeBaca County News v. County of Lincoln, Sheriff of Lincoln
349 County, et al. D-1329-CV-2007-01364. Suit filed: October 15, 2007. Verified Complaint for
350 Declaratory Judgment Ordering Production of Certain Records and Information. Hearing took place
351 Dec. 18, 2013, and Stipulated Judgment was entered June 4, 2014 in favor of Ms. Cooper. Ms.
352 Cooper filed an appeal June 10, 2014, and Judge John F. Davis was assigned Aug. 3, 2014. Joint
353 Answer Brief of Defendants-Appellees' Steven Sederwall and Rick Virden with Request for Oral
354 Argument filed in the Court of Appeals Sept. 28, 2015. Case was submitted to a panel of three judges
355 for decision on February 1, 2016. Memorandum Opinion was filed March 23, 2016 affirming the
356 district court's determination that statutory damages are not available and vacating \$100,000 punitive
357 damages and attorney fee awards.

358 2. *Water Rights Protests: New Mexico State Engineer Hearing Numbers: 14-039 and*
359 *14-041.* Protests of Applications 01300-1, 01300-2, 01300-3, 0826-2 into 0275 et al. and H-272 et
360 al (T) and H-50-1 into H-272 et al. (T) filed July 15, 2013 pertaining to movement / transfer of water
361 rights from the Hondo Valley to the Village of Ruidoso and the City of Ruidoso Downs. Docketing
362 Order filed Sept. 18, 2014. Kelly Cassels/Sanders, Bruin, Coll & Worley, P.A. has been retained by
363 the County, entered his appearance Sept. 22, 2014 and has responded in behalf of the County.

364 3. *Wesmax, Ltd. V. Paul Baca, Lincoln County Assessor D-1226-CV-2014-00188*
365 Appeal of the Final Order from Lincoln County Valuation Protest Board. Appeal filed Oct. 8, 2014.
366 Case assigned to Basham & Basham/Dwyer. Record of Appeal and Transcript of Proceedings was
367 filed Oct. 23, 2014.

368 4. *A. *Preston, DeAnna v. County of Lincoln, Sheriff Robert Shepperd D-1226-CV-*
369 *2015-00112* Notice of Appeal of Post Disciplinary Hearing filed June 10, 2015. Amended Complaint
370 alleging Civil Rights Violation and Gender Based Discrimination filed on Oct. 13, 2015. Removed to
371 Federal Court Nov. 12, 2015. Order Granting Defendant's Motion for Protective Order and stay of
372 discovery filed January 29, 2016. Amended Complaint Civil Rights Violation [42 USC 1983] was
373 filed May 6, 2016.

374 B. *Preston, DeAnna: Notice of Charge of Discrimination* submitted to the U.S. Equal
375 Employment Opportunity Commission July 21, 2015. Mediation was Oct. 29, 2015. Plaintiff
376 requested a Right to Sue from the EEOC on January 29, 2016.

377 5. *Valle del Sol v. Naron, et. al. D-1226-CV-2015-00166* Complaint to Enforce and
378 Collect Upon Promissory Note and to Foreclose Mortgage upon Real Property filed Sept. 24, 2015.
379 Plaintiff's Motion for Summary Judgment was filed December 2, 2015. Motion Hearing took place
380 January 19, 2016. Proposed Motion for Summary Judgment approved as to form February 5, 2016.
381 Motion Hearing took place February 15, 2016 where Judge Bryant gave the parties until March 15,
382 2016 to resolve or Summary Judgment will be entered. Summary Judgment Against Defendants
383 Willie E. Naron and Joanne R. Naron entered on March 23, 2016.

384 6. *Orlando Montes v. Pinnacle Propane, LLC, Allen Sulzemeier, County of Lincoln ,*
385 *Lincoln County Fair Association, John Does; D-1226-CV-2016-00006* Complaint for Wrongful
386 Death, Statutory Tort, Violation of Constitutional Rights (Due Process), Negligence Per Se: Loss of
387 Consortium, Negligent Infliction of Emotional Distress filed with the 12th Judicial District Court Jan.
388 19, 2016. Incident occurred at Lincoln County Fairgrounds July 2, 2015. County was served with
389 Complaint on January 25, 2016. The case was removed to Federal Court Feb. 22, 2016.

390 7. *Walter Ray Seidel / Brian Ray Seidel v. Anthony Manfredi, Lincoln County Sheriff*
391 *Department M-32-CV-2016-00036* Civil Complaint filed March 9, 2016 alleging personal and
392 property damage.

393 8. **Greentree Solid Waste Authority v. Lincoln County, et. al. D-0101-CV-2013-00104.*
394 Suit filed January 9, 2013. Petition for Declaratory Judgment; Preliminary and Permanent
395 Injunction. Mr. Beauvais filed an appeal Feb. 27, 2014. GSWA's Writ of Certiorari was denied by
396 the New Mexico Supreme Court December 2, 2015. Mandate to District Court Clerk from the Clerk

397 of the Court of Appeals filed on April 19, 2016. Notice of Status Conference (Judgment on
398 Mandate) scheduled for May 10, 2016 at 10:30 a.m. before Judge Sarah Singleton at the 1st Judicial
399 District Court in Santa Fe, NM.

400
401
402
403

Lincoln County Ordinance Violations:
Alan P. Morel: 12th Judicial District Attorney's Office

404 9. *State of NM v. Blaylock, Gregory M-30-MR-2016-00016 Violation of County
405 Ordinance 2014-04-Contraband at Lincoln County Detention Center. Non-Traffic citation was filed
406 in Carrizozo Magistrate Court on February 10, 2016. A misdemeanor arraignment took place
407 February 12, 2016 when the Defendant pled "Not Guilty." Defendant represented by Public
408 Defender's office. Pre Trial Hearing was scheduled for March 29, 2016 but due to Defendant's
409 automobile accident March 28, a reset was scheduled for April 12, 2016 at which time Defendant
410 failed to appear. A Bench Warrant has been issued by the court for failure to appear in the sum of
411 \$400-cash only (\$300 fine and \$100 bench warrant fee). A Pre-Trial Hearing is scheduled June 7,
412 2016 at 9 a.m. on a trailing docket before Judge Mickie Vega.

413 10. *State of NM v. Sandoval, Andrew D. M-30-MR-2016-00042 Violation of County
414 Ordinance 2008-08-Animals running at large. Criminal Complaint filed March 31, 2016 in Carrizozo
415 Magistrate Court. First Appearance hearing took place April 20, 2016 where the Defendant pled
416 "Guilty" and was found Guilty. Sentencing Hearing is scheduled for May 24, 2016 9 a.m. on a
417 trailing docket before Judge Mickie Vega.

418 11. *State of NM v. Rice, Wallace M-30-MR-2015-00241 Violation of County
419 Ordinance 2014-04-Transportation or Possession of Contraband into Lincoln County Detention
420 Center. Criminal Complaint filed November 23, 2015 in Carrizozo Magistrate court. First
421 Appearance hearing took place December 14, 2015 where the Defendant pled "Guilty." Sentencing
422 Hearing was scheduled for January 19, 2016 however, the Defendant failed to appear due to his
423 concurrent incarceration, being in the custody of the US Marshal in the case of USA v. Wallace R.
424 Rice, Criminal No. 15-mj-4434 until federal prosecution is complete. Bench warrant was served
425 April 28, 2016, along with an Order Setting Conditions of Release and Bail Bond by Judge Mickie
426 Vega. Sentencing Hearing is scheduled for Tuesday, May 24, 9 a.m. on a trailing docket before Judge
427 Mickie Vega.

428
429

Tort Claims Notices Received or Threatened

430
431

2016

432 **Rains, Bonnie** – Tort Claim Notice received January 18, 2016 alleging failure of the
433 County of Lincoln to maintain road surfaces during snow or ice conditions.

434 **Brazel, Stephanie** – Tort Claim Notice received January 20, 2016 alleging injuries
435 incurred due to Claimant stepping in an alleged uncovered water meter hole at 2801 Sudderth
436 Drive, Ruidoso, NM.

437 **Seidel, Walter R., Jr.** – Tort Claim Notice received January 26, 2016 regarding a motor
438 vehicle accident involving Claimant and a Lincoln County Sheriff's vehicle.

439 **Hill, Walter** – Tort Claim Notice received March 8, 2016 via emailed correspondence
440 from Mr. Hill alleging the unlawful disclosure of confidential information from Mr. Hill's Lincoln
441 County personnel file.

442 **Sonora Corporation (John Russell-CEO)**-Tort Claim Notice received April 6, 2016 via
443 correspondence from Mr. Russell in response to a Notice of Investigation from NM Construction
444 Industries Division due to an alleged lack of final inspection and deviation from approved plans
445 of construction in 2012 at 119 Bald Eagle Court, Alto, NM.

446 **Jaramillo, Monica** – Tort Claim Notice received April 8, 2016 alleging Lincoln County
447 road department employee in the performance of his road grading duties damaged Ms.
448 Jaramillo's vehicle.

449 ***Wagoner, John** – Tort Claim Notice received April 12, 2016 via telephone call to Mr.
450 Morel's office when Mr. Wagner threatened suit against Lincoln County with respect to alleged
451 accumulation of garbage at property on Highway 70.

452 ***Steward, Tynell** – Tort Claim Notice received April 18, 2016 alleging abuse while
453 incarcerated in Lincoln County Detention Center.

454 ***Coleman, Chad** – Tort Claim Notice received April 25, 2016 alleging warrantless
455 search and seizure and malicious prosecution.

456
457 **2015**

458 **Cherry, Doris** – Tort Claim Notice posted in Lincoln County News Jan. 1, 2015 stating
459 possible Civil Rights Violation lawsuits regarding alleged Americans with Disabilities Act non-
460 compliance in remodeling the Lincoln County Courthouse buildings.

461 **McDaniel, Carl** – Tort Claim Notice received Jan. 23, 2015 from Attorney John Sugg
462 alleging violation of the Unfair Trade Practices Act and engaging in unfair or deceptive trade
463 practices and/or unconscionable trade practices by GSWA.

464 **UNM Hospital-Prins, Chad** – Tort Claim Notice received Feb. 26, 2015 in which UNM
465 Hospital seeks reimbursement of expenses incurred while Lincoln County Detention Center
466 inmate Prins was on furlough.

467 **Sehorn, Sean M.** – Tort claim Notice received March 2, 2015 from Attorney Gary
468 Mitchell alleging Lincoln County Detention Center failed to provide adequate medical treatment
469 during inmate Sehorn's incarceration.

470 **Lavin, Erica L. and Rathgeber, Jack** – Tort Claim Notice received March 2, 2015 from
471 Attorney Gary Mitchell alleging Constitutional Rights were violated resulting in wrongful
472 termination.

473 **Hanley, Constance** – Tort Claim Notice received March 20, 2015 from Attorney John
474 Sugg alleging violations of 42 USC section 1983, malicious prosecution, failure to investigate,
475 defamation of character, libel and abuse of process.

476 **Capitan Iron Mine through A. Blair Dunn** – Threatened Litigation on April 1, 2015
477 against the County of Lincoln should Lincoln County require Capitan Iron Mine comply with
478 Lincoln County Mine Ordinance 2009-01.

479 **Chavez, Billy** – Ordinance Violation: 2009-03 Regulating Refuse, Solid Waste and Litter
480 in the County. March 10, 2015 certified letter mailed to Mr. Chavez giving him 30 days to
481 dispose of debris on his property at 142 White Cat Road, San Patricio (Section 26, Township-
482 10S, Range 16E, tract of land lying in the NE 4SE4). April 10, 2015 the property was inspected
483 and noted no progress had been made.

484 **Culp, Susan v. LCMC/Lincoln County**: Tort Claim Notice received May 4, 2015 from
485 Attorney Katherine Channing Roehl/Roehl Law Firm alleging medical malpractice, negligent
486 supervision, negligent credentialing by staff, administrators and doctors at LCMC on or about
487 March 3, 2015 during Ms. Culp's gall bladder removal surgery.

488 **Reyes, Roberto** – Tort Claim Notice received May 15, 2015 from Attorney Timothy
489 White/Valdez White Law Firm alleging illegal seizure, illegal search, illegal imprisonment and
490 wrongful conduct of the Lincoln County Sheriff's Department.

491 **Torres, Leopoldo**: Tort Claim Notice received June 4, 2015 from inmate Torres alleging
492 inmate-initiated attack on inmate Torres at Lincoln County Detention Center.

493 **Wallace, Stephen**: Tort Claim Notice received June 11, 2015 from Attorney Gary
494 Mitchell alleging deprivation of Constitutional rights due to false incarceration at Lincoln County
495 Detention Center without proceeding with a timely extradition.

496 **Rodriguez, Victor** – Tort Claim Notice received July 13, 2015 from Attorney W. Chris
497 Nedbalek alleging hostile treatment from fellow employees while employed at Lincoln County
498 Detention Center.

499 **Prudencio, Fabian and Corinne** – Tort Claim Notice received July 24, 2015 from
500 Attorney Daniel P. Ulibarri alleging negligence, personal injury, spoliation, indemnification and
501 property damage against the County of Lincoln.

502 **Yates, Barbara** – Verbal Threat against the County issued July 21, 2015 due to ongoing
503 flooding at her private property.

504 **Davis, Jack and Rema** – Verbal Threat against the County issued July 21, 2015 due to
505 ongoing flooding at their private property.

506 **Capitan Iron Mine** – Tort Claim Notice received Sept. 24, 2014 via email from A. Blair
507 Dunn, alleging County trespass on private property.

508 **L. Phillip Onsrud** – Tort Claim Notice received Nov. 3, 2015 via email alleging lack of
509 medical care while incarcerated in Lincoln County Detention Center.

510 **Brown, Shelly** – Tort Claim Notice received December 31, 2015 alleged failure of the
511 County of Lincoln to maintain road surfaces during snow or ice conditions.

512

513 **2014**

514 **Millerden, Kenneth and Anita** – Tort Claim Notice received May 9, 2014 from Attorney
515 Victor F. Poulos alleging negligence from staff at Lincoln County Medical Center during
516 prepartum care for their infant son.

517 **Ogden, John D** – Tort Claim Notice received May 26, 2014 alleging mistreatment while
518 incarcerated at Lincoln County Detention Center on March 11, 2014.

519 **Rounds, Christopher** – Tort Claim Notice received June 4, 2014 alleging being held in
520 Lincoln County Detention Center without being advised of his charges.

521 **Herbert, Crystal** – Tort Claim Notice received June 23, 2014 from Attorney Matthew
522 Coyte/Coyte Law alleging false imprisonment, due process violations, unlawful detention of a
523 minor, emotional distress.

524 **Class Action** – Tort Claim Notice received June 23, 2014 from Attorney Ryan
525 Villa/Cooper Law Firm alleging false imprisonment, false arrest, deprivation of rights at Lincoln
526 County Detention Center that arise with Immigration and Customs Enforcement charges.

527 **Atwell, Stacey** – Tort Claim Notice received June 25, 2014 alleging unlawful seizure of
528 her two minor children during a request for a deputy to assist in keeping the peace.

529 **McGarry, Sean** – Tort Claim Notice received July 25, 2014 from Attorney S. Doug Jones
530 Witt alleging wrongful arrest, false imprisonment, malicious prosecution, intentional or negligent
531 infliction of emotional distress, abuse of process, wrongful termination and retaliatory discharge
532 regarding discharge from the Capitan Police Department.

533 **Ramos, Aaron** – Tort Claim Notice received August 7, 2014 alleging lack of Due
534 Process for inmates at Lincoln County Detention Center.

535 **Lambert, David and Bonnie** - Tort Claim Notice received Sept. 8, 2014 from Attorney
536 W. Chris Nedbalek alleging damage to Lambert property due to Mr. Rodney Bunsen using his
537 own equipment to alter a platted County right of way without the authorization or knowledge of
538 the County.

539 **Caughron, Brittany and Anderson, Amie** – Tort Claim Notice received Oct. 24, 2014
540 by Attorney W. Chris Nedbalek alleging overcrowding of Lincoln County Detention Center as a
541 violation of 8th Amendment Rights.

542 **Ryen, Allen**- Tort Claim Notice received Oct. 27, 2014 by Attorney W. Chris Nedbalek
543 alleging Mr. Ryen was exposed to unsanitary conditions at Lincoln County Detention Center.

544 **Inmate Group** – Tort Claim Notice received Oct. 27, 2014 by Attorney W. Chris
545 Nedbalek alleging overcrowding and unsanitary conditions at Lincoln County Detention Center.

546 **Caughron, Brittany and Anderson, Amie** – Tort Claim Notice received Nov. 14, 2014

547 by attorney W. Chris Nedbalek alleging inadequate medical care and overcrowding at Lincoln
548 County Detention Center.

549 **Inmate Group** – Tort Claim Notice received Nov. 14, 2014 by attorney W. Chris
550 Nedbalek alleging overcrowding and unsanitary conditions at Lincoln County Detention Center.

551 **Long, Cameron** – Tort Claim Notice received Nov. 14, 2014 by attorney W. Chris
552 Nedbalek alleging mistreatment by an Officer with Adult Probation and Parole.

553 **McClarnon, Brian** – Tort Claim Notice received Nov. 14, 2014 by attorney W. Chris
554 Nedbalek alleging violations of U.S. Constitutional Amendment rights.

555 **Diana Martwick, 12th Judicial District Attorney** – Tort Claim Notice received Nov. 25,
556 2014 alleging lack of adequate office space provided by the County of Lincoln.

557 **Inmate Group** – Tort Claim Notice received Dec. Dec. 22, 2014 by attorney W. Chris
558 Nedbalek alleging inmates were mistreated at Lincoln County Detention Center.

559

560 **2013**

561 **Harrisburg Documents-** Attempts to recover Lincoln County documents illegally taken
562 from the County. County Clerk Rhonda Burrows has been in contact with Harrisburg, PA in
563 recovery efforts.

564

565 **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by** Commissioner Draper.

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

567 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
568 Commissioner Willard.

569

570 Chair Stone recessed the Regular Meeting and convened the Closed Session at 9:50 AM.

571

572 Chair Stone recessed the Closed Session and reconvened the Regular Meeting at 11:39 AM.

573

574 Commissioner Draper attested that matters discussed in the closed meeting were limited to
575 those specified in the motion for closure or in the notice of separate closed meeting.

576

577 Chair Stone stated Executive Session would reconvene later in the meeting.

578

579 **16. Manager's Report (continued)**

580

581 **b. Joel Bonnell, Road Superintendent** discussed issues related to Fort Lone Tree
582 Road noting there was a dangerous blind spot in one curve. Mr. Bonnell stated the road
583 currently had an eighteen to twenty foot driving surface and the associated right of way
584 was limited to thirty five feet. Mr. Bonnell stated the narrow surface and narrow
585 easement limited options available to widen or improve the curve.

586

587 Alan Morel, County Attorney informed Fort Lone Tree road existed by a Prescriptive Easement
588 which grants the "right to use" of any such easement in use for greater than ten years. Attorney
589 Morel stated prescriptive easement rights do not include a right to expand the easement.

590

591 Commissioner Stewart was excused from the meeting at 11:47 AM.

592

593 Chair Stone suggested placing signage to notify drivers of the dangerous curve and also to
594 request permission from the private land owner to remove the trees adjacent to the road.

595

596 Commissioner Willard suggested pursuing permission from the land owner to eliminate the curve
597 by straightening the road to the access point at the State Highway.

598
599 Chair Stone reminded the County would need to seek permission from the NM Department of
600 Transportation's to alter any access point to Fort Lone Tree Road from State Highway 247.
601

602 **Motion:** Send a letter to owner of property on Fort Lone Tree Road requesting permission to
603 widen the road, straighten the curve, and cut down obscuring trees making any necessary
604 improvements; **Action:** Approve, **Moved by** Commissioner Willard, **Seconded by**
605 Commissioner Allen.

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

607 **Yes:** Chair Stone, Commissioner Allen, Commissioner Draper, Commissioner Willard.

608 **Excused:** Commissioner Stewart.
609

610 Chair Stone recessed the Regular Meeting 12:00 PM and reconvened at 12:59 PM.

611
612 Commissioner Stewart returned to the meeting.

613
614 Chair Stone recessed the Regular Meeting and convened the Public Hearing at 1:00 PM.
615

616 **18. 1:00 PM:** Public Hearing to consider a Transfer of Ownership and Location of Liquor
617 License No. 0812, with Package Sales; Liquor License/App. No. 0812/Application No.
618 993506 from Allsup's Convenience Stores, Inc. No. 130 US Hwy 70/380 and Don Pablo
619 Road, Hondo, New Mexico 88336.
620

621 Ed Tatum, legal counsel for Allsup's, Inc. introduced several representatives from Allsup's staff
622 including Brian Ashburn, Director of Operations.
623

624 Mr. Tatum provided details and conceptual drawings for the new store planned for construction
625 at the Hondo site pending approval of the application for transfer. Mr. Tatum stated plans were
626 to initially dispense liquor from the current site until the new larger store was constructed. Mr.
627 Tatum presented a site plan denoting the location of the new store on the approximately eight
628 acre parcel. Mr. Tatum discussed benefits of moving the store further back from the highway.
629

630 Commissioner Draper questioned if the relocation would move the store closer to the school.
631

632 Mr. Tatum expressed belief the new store location would actually be further away from school
633 property.
634

635 Commissioner Allen stated during a prior discussion between Allsup's and local residents a
636 concern was raised by adjacent property owners regarding noise levels.
637

638 Mr. Ashburn stated he was aware of this discussion and although not depicted on the current
639 drawing he would commit to building a wall similar to other walls constructed at Allsup's sites.
640

641 Commissioner Draper clarified the license was a transfer from the Tinnie Silver Dollar and was
642 now limited to the sale of packaged liquor. Commissioner Draper questioned if the permit
643 included permission to sell liquor on Sundays.
644

645 Mr. Tatum expressed belief the license included a provision for the Sunday sale of liquor.
646

647 Jim Cooper, Hondo School Board Member informed the Hondo School Board was unanimously
648 in favor of the license transfer. Mr. Cooper reported the Hondo School Board held a public

649 meeting in May and received no comments in opposition to the transfer. Mr. Cooper also
650 introduced Marvin Martin, Superintendent of Hondo Schools who was present for today's public
651 hearing.

652
653 Chair Stone requested additional public comment and receiving none adjourned the Public
654 Hearing and reconvened the Regular Meeting at 1:11 PM.

655
656 **Motion:** Approve the Application for Transfer of Ownership and Location of Liquor License
657 Number 0812, **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by**
658 Commissioner Allen.

659
660 Attorney Morel questioned if the application and license as presented included a waiver of the
661 requirement for any site selling liquor be 300 feet from the nearest school.

662
663 Mr. Tatum stated the application as presented included the waiver.

664
665 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).
666 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
667 Commissioner Willard.

668
669 **16. Manager's Report (continued)**

670
671 **b. Joel Bonnell, Road Superintendent** resumed his report and informed the Road
672 Department received the newly purchased screening plant. Mr. Bonnell stated
673 contracted work to chip seal Cora Dutton Road was in progress and the contractor would
674 move to other awarded Lincoln County road projects upon completion. Mr. Bonnell
675 reported a meeting was set with the Zia Natural Gas District Manager for May 20, 2016
676 regarding the pipeline on Bogle Road.

677
678 Ms. Taylor and Attorney Morel reported they would attend the meeting with Zia Natural Gas on
679 behalf of the County

680
681 Chair Stone stated he received confirmation from the Public Regulatory Commission the
682 responsibility for pipeline burial was that of the utility company who owned the line.

683
684 Attorney Morel expressed belief it was the obligation of the utility to ensure lines were of
685 sufficient depth to allow for road maintenance. Attorney Morel stated the solution to the
686 problem on Bogle Road would likely depend on possible options and related costs.

687
688 **c. Joe Kenmore, Director Office of Emergency Services Director** reported the
689 recent Emergency Medical Services convention and training in Ruidoso was well
690 attended with approximately 500 individuals attending to receive Continuing Education
691 Units. Mr. Kenmore commented on the expansion of the White Oaks Fire Department
692 stating the plan was not to expand the current building but to erect an additional building
693 on site for equipment storage.

694
695 **d. Billie Jo Guevara, Administrative Assistant and Human Resources** reported
696 Catapult Health team members were recently onsite to conduct basic health tests for
697 employees and their dependents.

698
699 Chair Stone recessed the Regular Meeting and convened the Public Hearing at 1:31 PM.

700
701 **19. 1:30 PM:** Public Hearing to consider an applicant seeking a restaurant beer and wine
702 license with on-premises consumption only for Liquor License No. 995507: Alto Café,
703 Inc. 810 St. HWY 48, Alto, NM, New Mexico 88312
704

705 Cheryl and Pete Blanchard owners of the Alto Café requested approval of the application for a
706 restaurant beer and wine license. Ms. Blanchard stated they had owned and operated the
707 restaurant continuously for fifteen years. Ms. Blanchard also informed they previously had a
708 liquor license at another site and had no history of any issues or problems.
709

710 Commissioner Draper questioned if the hours of operation for the restaurant would change if the
711 license was granted.
712

713 Ms. Blanchard stated while there were no immediate plans to increase hours of operation it was
714 an option they might consider.
715

716 Chair Stone requested public comment and receiving none adjourned the Public Hearing and
717 reconvened the Regular Meeting at 1:33 PM.
718

719 **Motion:** Approve the application for Liquor License Number 995507, **Action:** Approve, **Moved**
720 **by** Commissioner Stewart, **Seconded by** Commissioner Willard.

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

722 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
723 Commissioner Willard.
724

725 **16. Manager's Report (continued)**
726

727 **e. Renee Montes, Senior Services Director** stated all operations were going well.
728

729 **17. Approval or Disapproval of Safety Net Care Pool and Indigent Health Care Claims**
730

731 Mr. Annala presented the Safety Net Care Provider Pool claims for approval. Mr. Annala
732 processed 22 claims with 22 recommended for approval and none recommended for
733 disapproval for a monthly authorization of \$11,166. Mr. Annala stated approval of the claims
734 would result in a total approval to date of Safety Net Care Pool claims for Fiscal Year 2015-2016
735 of \$199,232 or a monthly average of \$18,112.
736

737 Mr. Annala presented the Indigent Health Care Payments request for the month. Mr. Annala
738 processed 5 claims with 4 claims recommended for approval and 1 for disapproval for a total
739 payment this month of \$7,059. Mr. Annala stated approval of the claims would result in a total
740 expenditure to date for IHC claims for Fiscal Year 2015-2016 of \$71,539 or a monthly average
741 of \$6,054. Mr. Annala stated based on the current monthly average he anticipated an annual
742 expenditure of \$78,043 for the current fiscal year.
743

744 Commissioner Willard questioned how the Medicaid expansion was affecting the Indigent
745 Health Care Fund.
746

747 Mr. Annala discussed the anticipated shortfall in State funding for Medicaid and upcoming
748 legislative meetings to discuss options to meet the shortfall. Mr. Annala stated currently
749 provider reimbursement cuts were proposed and there was also some discussion of a "Provider

750 Fee". Mr. Annala reminded the State had attempted in the past to co-opt County Indigent
751 Health Care funds. Mr. Annala stated as Chair of the Health Care Affiliate he planned to work
752 through the New Mexico Association of Counties (NMAC) to protect County Indigent Health
753 Care Funds.

754
755 Rhonda Burrows, Clerk and NMAC Board of Directors Member informed the NMAC Health
756 Policy Committee had drafted a Resolution supporting the role of counties in the discussion of
757 health care funding and opposing an increase in any County contributions to State health care
758 programs.

759
760 **Motion:** Approval and denial of the claims as indicated for the Safety Net Care Pool and
761 Indigent Health Care as recommended, **Action:** Approve, **Moved by** Commissioner Stewart,
762 **Seconded by** Commissioner Willard.

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

764 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
765 Commissioner Willard.

766
767 **SEE EXHIBIT C:** Copies of the Safety Net Care Pool and Indigent Health Care Payments
768 are attached hereto in reference thereto made a part hereof.

769
770 Chair Stone recessed the Regular Meeting and convened the Public Hearing at 1:45 PM.

771
772 **20. 1:45 PM: Public Hearing to consider the Adoption of the Preliminary Budget for**
773 **Fiscal Year 2016-2017 by Resolution 2015-40**

774
775 Ms. Taylor presented the modified preliminary budget reflecting changes approved following the
776 Public Hearing of May 2, 2016. Ms. Taylor stated after incorporation of changes approved on
777 May 2, 2016, Lincoln County's projected ending balance over required reserves was
778 \$4,492,119. Ms. Taylor provided a summary of requests and approvals from the Preliminary
779 Budget Meeting on May 2, 2016.

780
781 Ms. Taylor discussed the funding requests presented by La Casa and Presbyterian for clinic
782 operations noting Lincoln County Medical Center requested \$594,370 for clinics in Capitan,
783 Carrizozo, and Corona and La Casa requested \$139,560 for the Hondo Clinic.

784
785 Troy Clark, Acting Administrator provided an overview of services provided to residents at
786 Lincoln County Medical Center, Presbyterian clinics, and Emergency Medical Services. Mr.
787 Clark also presented an overview of LCMC's calendar year budget stating projected revenues
788 were \$42,170,308 and expenses totaled \$40,178,909. Mr. Clark noted the budget provided an
789 operating margin of 4.72%.

790
791 There was discussion regarding the high loss ratio for Emergency Medical Services.

792
793 Mr. Clark cited low reimbursement rates and a higher uncollectable rate for EMS services when
794 compared to other departments.

795
796 There was further discussion regarding potential funding options to meet Lincoln County's
797 Safety Net Care Pool obligation.

798
799 Commissioner Stewart suggested budgeting a portion of the Safety Net Care Pool payment
800 from Indigent Health Care revenues with the goal of utilizing all revenues in the fund.

801
802 Ms. Taylor reminded Lincoln County's mandatory Medicaid contribution was currently budgeted
803 from the Indigent Health Care funds in addition to medical care for prisoners.
804
805 Commissioner Stewart stated while there were currently sufficient funds to accommodate the
806 funding requests from the clinics and the hospital, the Board of Commissioners needed to "go
807 on record" as stating Lincoln County could not continue to fund requests exceeding the total
808 annual revenue from the mill levy.
809
810 Chair Stone recessed the Regular Meeting at 2:46 PM and reconvened at 2:55 PM.
811
812 Ms. Taylor reminded Renee Montes, Director of Senior Services presented options during the
813 Preliminary Budget Meeting to address the Senior Services Department funding shortfall
814 created by a decline in Federal and State reimbursements for services.
815
816 Ms. Montes stated the initial projected shortfall was \$139,000 but she had identified operational
817 budget cuts reducing the shortfall to \$46,000. Ms. Montes stated options previously presented
818 to accomplish further reductions included reducing full time positions to part time and reducing
819 hours in some locations.
820
821 Ms. Montes stated should the Board of Commissioners decide to fully fund the department, she
822 would still recommend a review of several positions to redefine duties in order to best meet
823 service needs at different locations.
824
825 Ms. Taylor stated she would convene the Compensation Board to consider Ms. Montes'
826 recommendations for changes to job descriptions.
827
828 Chair Stone adjourned the Public Hearing and reconvened the Regular Meeting at 3:30 PM.
829
830 **Motion:** Approve the FY 2016-2017 General Fund Budget as presented, **Action:** Approve,
831 **Moved by** Commissioner Willard, **Seconded by** Commissioner Draper.
832 **Vote:** Motion passed by roll call vote (**summary:** Yes = 3, No = 2, Abstain = 0).
833 **Yes:** Chair Stone, Commissioner Draper, Commissioner Willard.
834 **No:** Commissioner Stewart, Commissioner Allen.
835
836 **Motion:** Approve Clinic funding in the amount of \$733,930 with \$139,560 for La Casa Hondo
837 Clinic and \$594,370 for Presbyterian Clinics, **Action:** Approve, **Moved by** Commissioner
838 Stewart, **Seconded by** Commissioner Allen.
839 **Vote:** Motion passed by roll call vote (**summary:** **Yes = 4, No = 1, Abstain = 0**).
840 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper.
841 **No:** Commissioner Willard.
842
843 **Motion:** Approve Lincoln County Medical Center budget request for \$325,850 for Emergency
844 Medical Services, \$74,000 for capital requests, \$110,000 for the Community Assistance
845 Program; \$1,400,000 for subsidy of hospital operations and \$5000 for Emergency Medical
846 Services utilities; also approve expenditure of \$214,226 for the safety net care pool obligation
847 from mill levy funds with the remainder of \$200,000 budgeted from Indigent Health Care funds,
848 **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by** Commissioner Draper.
849 **Vote:** Motion failed on a roll call vote (**summary:** Yes = 2, No = 3, Abstain = 0).
850 **Yes:** Commissioner Stewart, Commissioner Allen
851 **No:** Chair Stone, Commissioner Draper, Commissioner Willard.

852
853 Commissioner Stewart reminded mill levy funds were dedicated to support of the hospital and
854 suggested budgeting an amount equal to annual mill levy revenues for Lincoln County Medical
855 Center funding.

856
857 **Motion:** Approve Lincoln County Medical Center request for funding in the amount of
858 \$1,509,850, **Action:** Approve, **Moved by** Commissioner Draper, **None seconded.**
859 **Motion dies for lack of a second.**

860
861 **Motion:** Approve Lincoln County Medical Center request for funding as recommended by the
862 Manager in the amount of \$1,759,850, **Action:** Approve, **Moved by** Commissioner Allen,
863 **Seconded by** Commissioner Draper.
864 **Vote:** Motion passed (**summary:** Yes = 3, No = 2, Abstain = 0).
865 **Yes:** Chair Stone, Commissioner Allen, Commissioner Draper,
866 **No:** Commissioner Stewart, Commissioner Willard.

867
868 Ms. Taylor reminded the County historically budgeted \$5000 for Emergency Medical Services
869 utilities.

870
871 **Motion:** Approve payment of \$214,226 from Mill Levy funds for the Safety Net Care Pool
872 payment with the remainder to be paid from Indigent Health Care funds also approve the
873 expenditure of \$5,000 for EMS utilities, **Action:** Approve, **Moved by** Commissioner Willard,
874 **Seconded by** Commissioner Allen.
875 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).
876 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
877 Commissioner Willard.

878
879 **Motion:** Adopt Resolution 2015-40, **Action:** Approve, **Moved by** Commissioner Draper,
880 **Seconded by** Commissioner Allen.
881 **Vote:** Motion passed (**summary:** Yes = 4, No = 1, Abstain = 0).
882 **Yes:** Chair Stone, Commissioner Allen, Commissioner Draper, Commissioner Willard.
883 **No:** Commissioner Stewart.

884
885 **SEE EXHIBIT D:** Copy of Resolution 2015-40 is attached hereto in reference thereto made a
886 part hereof.

887
888 **15. Lincoln County Solid Waste Matters**

- 889
890 a. Lease Agreement between the Village of Ruidoso and County of Lincoln for the
891 Lincoln Compactor Site location

892
893 Ms. Taylor informed the Village of Ruidoso agreed to lease Lincoln County the compactor site in
894 Lincoln for a fee of \$0.09 per square foot per year. Ms. Taylor stated the resulting total lease
895 cost of \$720 per year was payable in equal installments quarterly.

896
897 **Motion:** Approve the lease agreement with the Village of Ruidoso, **Action:** Approve, **Moved by**
898 Commissioner Willard, **Seconded by** Commissioner Draper.
899 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).
900 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
901 Commissioner Willard.

902

b. Waiver of Solid Waste Fees due to 300-Acre Exemption per Lincoln County Ordinance 2016-01

Ms. Taylor reminded of prior discussions and action to approve a 300 Acre Exemption to Solid Waste Fees for those landowners of at least 300 contiguous acres with adequate disposal sites per household which do not impact the environment or endanger public health. Ms. Taylor noted the approval of the exemption generated 167 verified requests for exemption associated with \$23,457.26 in unpaid solid waste billings. Ms. Taylor recommended approval of a blanket waiver for the accounts identified and verified as eligible for this exemption.

Motion: Approve the waiver of solid waste billings in the amount of \$23,457.26 for accounts determined eligible for the 300 Acre Exemption, **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by** Commissioner Draper.

Commissioner Willard expressed belief landowners who requested the 300 Acre Exemption might continue to use County dumpsters in addition to disposal onsite.

Ms. Taylor stated applicants were required to attest to the fact they do not utilize County owned solid waste facilities.

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

Yes: Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.

c. Waiver of Solid Waste Fees due to Un-inhabitability Exemption per Lincoln County Ordinance 2016-01

Ms. Taylor reminded of the previously approved exemption from solid waste billing for those properties requesting a waiver based on "un-inhabitability" of the premises. Ms. Taylor stated to date 34 requests for an exemption based on "un-inhabitability" were verified and these exemptions were associated with \$6,329.54 in unpaid solid waste billings. Ms. Taylor recommended a blanket waiver for the accounts identified.

Motion: Approve the waiver of solid waste billings in the amount of \$6,329.54 for accounts determined eligible for the Uninhabitable exemption, **Action:** Approve, **Moved by** Commissioner Willard, **Seconded by** Commissioner Allen.

Commissioner Draper noted the Uninhabitable Exemption application required the applicant provide photos of the premises and suggested the 300 acre exemption also require applicants to provide photos of their waste disposal site.

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

Yes: Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.

Motion: Revise the 300 Acre Exemption application to include a requirement for photos of the landowners disposal pit and to include a description of the penalty for violation of terms, **Action:** Approve, **Moved by** Commissioner Willard, **Seconded by** Commissioner Draper.

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

Yes: Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.

954
955 Ms. Taylor clarified the request for photos was applicable only to new applicants for the 300
956 acre exemption.

957
958 Attorney Morel concurred the requirement was for new applicants only and did not apply to
959 those applications previously approved.

960
961 d. New Service Offering – Personal Dumpsters
962

963 Ms. Taylor reminded of prior discussions regarding requests for a new "personal dumpster service"
964 for residents. Ms. Taylor stated staff was working with Sierra Contracting to determine a process,
965 pricing and needed equipment for such a service. Ms. Taylor stated she would provide
966 recommendations for consideration during a proposed public hearing to consider "A System of Fees
967 for Solid Waste Collection".

968
969 Ms. Taylor stated the hearing would include a discussion of the proper procedure for filing of liens
970 for nonpayment of solid waste services.

971
972 e. Business License Discussion
973

974 Ms. Taylor stated she and Alan Morel, County Attorney contacted other counties to determine their
975 requirements for business licenses as well as current fees and billing processes.

976
977 Attorney Morel presented a draft Ordinance and a draft Business Registration Application for
978 review. Attorney Morel requested direction regarding refinement of the draft to include potential
979 exemptions and a possible effective date. Attorney Morel also requested direction regarding any
980 proposed late fee for past due payments.

981
982 f. Status Update
983

984 Ms. Taylor reported Sierra Contracting continued to identify sites which needed either new
985 replacement dumpsters or additional dumpsters. Ms. Taylor stated a lack of equipment to load
986 and haul dumpsters was preventing the removal and replacement of dumpsters. Ms. Taylor
987 noted some dumpsters were designed to reduce bear activity and these needed placement at
988 particular sites. Ms. Taylor suggested consideration of approval for overtime pay for Road
989 Department employees to assist with the deployment of dumpsters.

990
991 Ms. Taylor informed Lincoln County did not receive grant funding to purchase security cameras
992 for collection sites but three cameras were ordered for the most significant illegal dump sites.

993
994 Ms. Taylor reported County residents continued to express concern about slash and green
995 waste disposal but Sierra Contracting had reported an increase in "self-hauling" of slash to their
996 main site.

997
998 Ms. Taylor informed a number of customers who were billed for services were not paying and
999 suggested development of a process to file liens on these properties.

1000
1001 There was discussion regarding possible implementation of business license requirement.

1002
1003 Commissioner Allen suggested an exemption from licensing requirements for certain small
1004 home based businesses.

1005
1006 Commissioner Stewart discussed the option of utilizing a list of gross receipts tax payers to
1007 assist in identifying commercial trash accounts as an option to requiring a county business
1008 license.

1009
1010 There was additional discussion regarding requests for slash pick up, equipment for relocation
1011 of dumpsters, requests for private dumpsters and other services not currently available.

1012
1013 Ms. Taylor stated Sierra Contracting was aware of these needs and anticipated the company
1014 would develop increased capabilities during the eight year contract

1015
1016 **21. Authorization to Schedule Public Hearing to Consider Other Outdated or**
1017 **New Lincoln County Ordinance**

- 1018
1019 a. Establish a system of fees for the Solid Waste Collection for the June 28,
1020 2016 Regular Commission Meeting;

1021
1022 **Motion:** Schedule a Public Hearing to establish a system of fees for Solid Waste Collection for
1023 the June 28, 2016 Regular Meeting, **Action:** Approve, **Moved by** Commissioner Willard,
1024 **Seconded by** Commissioner Allen.

1025 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).
1026 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
1027 Commissioner Willard.

- 1028
1029 b. Business Registration Ordinance: Business Licenses

1030
1031 No action was taken.

1032
1033 **22. Approval of Lodger's Tax Application(s):**

- 1034
1035 a. Purpose: Ruidoso Grindstone Trail Runs
1036 Request: \$2,030.00
1037 Date(s) of event: July 30, 2016
1038 Presenter: Frederic Moras/Ski Run Road Challenge
1039 Application No. 0014 – Approved by LTC for \$1000

1040
1041 **Motion:** Approve \$1000 for Ruidoso Grindstone Trail Runs Application Number 0014, **Action:**
1042 Approve, **Moved by** Commissioner Willard, **Seconded by** Commissioner Allen.

1043 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).
1044 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
1045 Commissioner Willard.

1046
1047 Ms. Taylor stated applicants for the Lincoln County Cowboy Symposium and Fort Stanton Live
1048 agreed to postpone their requests for consideration at a later date.

- 1049
1050 b. Purpose: Lincoln County Cowboy Symposium
1051 Request: \$5000.00
1052 Date(s) of Event: October 7, 8 & 9, 2016
1053 Presenter: Sunny Hirschfeld/Hubbard Museum of the American West
1054 Foundation
1055

- 1056 c. Purpose: Fort Stanton Live
1057 Request \$8000.00
1058 Date(s) of Event: July 9-10, 2016
1059 Presenter: Dr. Walter Pittman/Fort Stanton Inc.
1060

1061 **23. Consideration of Appointments and Removal from Boards/Commissioners**
1062 **/Committees:**
1063

1064 a. Senior Citizens Olympic Committee
1065

1066 **Motion:** Reappoint Gene Nitz and Jim Clements to the Senior Citizens Olympic Committee,
1067 **Action:** Approve, **Moved by** Commissioner Draper, **Seconded by** Commissioner Stewart.

1068 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5)

1069 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
1070 Commissioner Willard.
1071

1072 b. SERPTO
1073

1074 Commissioner Stewart suggested the appointed elected official should serve on the Policy
1075 Committee and the Road Superintendent should serve on the Technical Committee based on
1076 SERPTO's process.
1077

1078 **Motion:** Appoint Joel Bonnell to the Technical Committee, **Action:** Approve, **Moved by**
1079 Commissioner Stewart, **Seconded by** Commissioner Allen.

1080 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).

1081 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
1082 Commissioner Willard.
1083

1084 c. Property Tax Board
1085

1086 **Motion:** Reappoint Donda Richardson and Lori Wetzel as members and Derek Moorhead as
1087 Alternate to the Property Tax Protest Board. **Action:** Approve, **Moved by** Commissioner
1088 Stewart, **Seconded by** Commissioner Allen.

1089 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).

1090 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
1091 Commissioner Willard.
1092

1093 Ms. Taylor requested a continued search for members of the Lodger's Tax Committee, Land
1094 and Natural Resources Advisory Committee (LANRAC), and the Planning Commission.
1095

1096 Commissioner Stewart requested a copy of committee members and vacancies by
1097 representative district for future reference.
1098

1099 **25. Approval of RFP #15-16-011 Environmental Consultant Services to SZ Enterprises,**
1100 **LLC Environmental Consulting**
1101

1102 Ms. Taylor reminded the Request for Proposal was issued to conduct an environmental
1103 assessment for the mitigation of hazardous fuel reduction and defensible space for an area
1104 consisting of approximately 993 acres on six private land parcels. Ms. Taylor stated the
1105 environmental assessment was required by FEMA prior to commencing the actual thinning
1106 project.

1107
1108 Ms. Taylor stated a single bid was received from SZ Enterprises, LLC for a project cost of
1109 \$85,020.00.
1110
1111 Ms. Taylor disclosed for the record, her brother in law Clark Taylor was a member of the SZ
1112 Enterprises, LLC team.
1113
1114 **Motion:** Award RFP #15-16-011 to SZ Enterprises, LLC, **Action:** Approve, **Moved by**
1115 **Commissioner Draper, Seconded by Commissioner Stewart.**
1116
1117 Commissioner Draper questioned if SZ Enterprises had done any previous project work for
1118 Lincoln County.
1119
1120 Curt Temple, Planning Director informed the company had not previously bid on any other
1121 Lincoln County projects. Mr. Temple stated SZ Enterprises was recently selected from six bids
1122 received to complete hazard mitigation planning for the municipalities within Lincoln County.
1123
1124 Commissioner Stewart noted the average cost per acre based on the bid was \$85 an acre and
1125 questioned the reimbursement mechanism.
1126
1127 Mr. Temple clarified the cost was significantly below the original estimate with FEMA
1128 responsible for the greater portion and Lincoln County responsible for 25%. Mr. Temple
1129 reminded the project was for private property only and areas were identified for the maximum
1130 fire mitigation benefit.
1131
1132 Chair Stone objected to any project on private land for which the land owner has no financial
1133 obligation.
1134
1135 Ms. Taylor reminded the Lincoln County match for the multi-million dollar project was split over
1136 several budget years.
1137
1138 Mr. Temple informed any contract approved was subject to review by Homeland Security and
1139 FEMA prior to execution.
1140
1141 **Vote:** Motion passed (**summary:** Yes = 3, No = 2, Abstain = 0).
1142 **Yes:** Commissioner Stewart, Commissioner Draper, Commissioner Willard.
1143 **No:** Chair Stone, Commissioner Allen.
1144
1145 Chair Stone and Commissioner Allen clarified their vote in the negative was in protest of the
1146 lack of any contribution to the project from private land owners.
1147
1148 **24. Executive Session Pursuant to the Open Meetings Act: Discussion of all**
1149 **Threatened and/or Pending Litigation Section 10-15-1, Sub-Paragraph H.(7); and**
1150 **Discussion of the purchase, acquisition or disposal of real property or water**
1151 **rights by the public body, Section 10-15-1, Sub-Paragraph H.(8). (continued)**
1152
1153 Chair Stone recessed the Regular Session and reconvened the Closed Session at 5:35 PM.
1154
1155 Chair Stone adjourned the Closed Session and reconvened the Regular Meeting at 5:59 PM.
1156

1157 Chair Stone attested that matters discussed in the closed meeting were limited to those
1158 specified in the motion for closure or in the notice of separate closed meeting.
1159

1160 **26. Signing of Official Documents**

1161
1162 **27. Next meetings:**

- 1163
1164 a. June 28, 2016 – Regular Commission Meeting
1165 b. July 19, 2016 – Regular Commission Meeting
1166

1167 **28. Adjourn**

1168
1169 There being no further business to come before the Board of County Commissioners, Chair
1170 Stone adjourned the meeting at 6:09 PM.

1171
1172 Respectfully submitted by,
1173 Rhonda B. Burrows
1174 Lincoln County Clerk
1175

DRAFT

1 **COUNTY OF LINCOLN**

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

5
6 **Preston Stone, Chair**
7 **Dallas Draper, Vice Chair**

Thomas F. Stewart, Member
Elaine Allen, Member
Lynn Willard, Member

8
9 **Minutes**
10 **Thursday, June 02, 2016**

11
12 Minutes of the Special Meeting of the Lincoln County Commission held at 8:30 A.M. on June 02,
13 2016 in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New
14 Mexico.

15
16 **1. Call to Order**

17
18 Chair Stone called the Special Meeting of the Board of County Commissioners to order at 8:28
19 AM.

20
21 **2. Roll Call**

22
23 **Roll Call.**

24 **Present:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
25 Commissioner Willard.

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 Stewart.

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

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

44 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
45 Commissioner Willard.

46
47 **6. Budget Adjustment FY 2015-2016 by Resolution 2015-41**

48
49 Ms. Taylor informed per State Statute, Lincoln County may request adjustments to the current
50 fiscal year budget to accommodate changes in financial operations during the year. Ms. Taylor
51 stated adjustments approved by adoption of Resolution 2015-41 were also subject to review
52 and approval by the NM Department of Finance and Administration.
53

54 Punkin Schlarb, Finance Director detailed the budget adjustments presented which included line
55 item adjustments to accommodate payments for the Lincoln County Fair Board and to South
56 Central Mountain RC and D due this fiscal year. Ms. Schlarb informed requests for payments
57 from the US Department of Agriculture for the Predatory Control Program and from the Lincoln
58 County Juvenile Justice Board were not submitted on a timely basis for the prior fiscal year and
59 thus required budget adjustments for the current year.
60

61 Ms. Taylor stated budget adjustments and transfers as presented totaled \$29,901.20.
62

63 **Motion:** Adopt Resolution 2015-41, **Action:** Approve, **Moved by** Commissioner Stewart,
64 **Seconded by** Commissioner Allen.
65

66 Commissioner Stewart expressed concern about the need for transfers from the General Fund.
67

68 Commissioner Willard questioned the need to supplement Title III funds to meet the County's
69 obligation to South Central Mountain RC and D.
70

71 Ms. Taylor explained historically payments for services to South Central Mountain RC and D
72 were paid from Title III funds but federal funds for Title III had declined and were insufficient to
73 meet the obligation.
74

75 Beverly Calaway, Treasurer explained estimated budgeted revenues for the Federal Title III
76 program were based on revenues received in past years but stated there was a significant
77 decrease in the actual payment received this fiscal year. Ms. Calaway expressed concern
78 about the timing of some requests for reimbursement and suggested the process to submit
79 these requests needed to be "tightened up".
80

81 Ms. Schlarb commented on the lack of timely responses from certain outside entities.
82

83 Chair Stone and Commissioner Draper suggested Lincoln County track entities who fail to
84 submit agreements or subsequent requests for payment in a timely manner.
85

86 **Vote:** Motion passed (**summary:** Yes = 4, No = 1, Abstain = 0).
87

88 **Yes:** Chair Stone, Commissioner Allen, Commissioner Draper, Commissioner Willard.
89

88 **No:** Commissioner Stewart.
89

90 **SEE EXHIBIT A:** Copy of Resolution 2015-41 is attached hereto in reference thereto made a
91 part hereof.
92

93 **7. Executive Session Pursuant to the Open Meetings Act: Discussion of all**
94 **Threatened and/or Pending Litigation Section 10-15-1, Sub-Paragraph H.(7); and**
95 **Discussion of the purchase, acquisition or disposal of real property or water**
96 **rights by the public body, Section 10-15-1, Sub-Paragraph H.(8). (Lincoln County**
97 **Medical Center).**
98

99 **Motion:** To close the meeting for the purposes of an Executive Session to discuss Threatened
100 and/or Pending Litigation pursuant to the Open Meetings Act, Section 10-15-1, Sub Paragraph
101 H.(7) and the purchase, acquisition or disposal of real property or water rights by the public
102 body, Section 10-15-1, Sub-Paragraph H.(8) (Lincoln County Medical Center) and as follows:

103 New or Updated Matters since last report *

104
105 1. *Cooper, Gale and DeBaca County News v. County of Lincoln, Sheriff of Lincoln County,*
106 *et al.* D-1329-CV-2007-01364. Suit filed: October 15, 2007. Verified Complaint for Declaratory
107 Judgment Ordering Production of Certain Records and Information. Hearing took place Dec. 18,
108 2013, and Stipulated Judgment was entered June 4, 2014 in favor of Ms. Cooper. Ms. Cooper
109 filed an appeal June 10, 2014, and Judge John F. Davis was assigned Aug. 3, 2014. Joint
110 Answer Brief of Defendants-Appellees' Steven Sederwall and Rick Virden with Request for Oral
111 Argument filed in the Court of Appeals Sept. 28, 2015. Case was submitted to a panel of three
112 judges for decision on February 1, 2016. Memorandum Opinion was filed March 23, 2016
113 affirming the district court's determination that statutory damages are not available and vacating
114 \$100,000 punitive damages and attorney fee awards. Order filed April 12, 2016 granting
115 Plaintiff's Motion to Extend Time to File Petition for Writ of Certiorari to May 31, 2016

116 2. *Water Rights Protests: New Mexico State Engineer Hearing Numbers: 14-039 and 14-*
117 *041.* Protests of Applications 01300-1, 01300-2, 01300-3, 0826-2 into 0275 *et al.* and H-272 *et*
118 *al* (T) and H-50-1 into H-272 *et al.* (T) filed July 15, 2013 pertaining to movement / transfer of
119 water rights from the Hondo Valley to the Village of Ruidoso and the City of Ruidoso Downs.
120 Docketing Order filed Sept. 18, 2014. Kelly Cassels/Sanders, Bruin, Coll & Worley, P.A. has
121 been retained by the County, entered his appearance Sept. 22, 2014 and has responded in
122 behalf of the County.

123 3. *Wesmax, Ltd. V. Paul Baca, Lincoln County Assessor D-1226-CV-2014-00188* Appeal of
124 the Final Order from Lincoln County Valuation Protest Board. Appeal filed Oct. 8, 2014. Case
125 assigned to Basham & Basham/Dwyer. Record of Appeal and Transcript of Proceedings was
126 filed Oct. 23, 2014.

127 4. *A. *Preston, DeAnna v. County of Lincoln, Sheriff Robert Shepperd, Et. Seq. D-1226-*
128 *CV-2015-00112* Notice of Appeal of Post Disciplinary Hearing filed June 10, 2015. Amended
129 Complaint alleging Civil Rights Violation and Gender Based Discrimination filed on Oct. 13,
130 2015. Removed to Federal Court Nov. 12, 2015. Amended Complaint Appealing the Adverse
131 Administrative Decision filed May 9, 2016 by Mr. Beauvais. Defendant's Notice of Filing Petition
132 for Removal filed May 19, 2016.

133 B. *Preston, DeAnna v. County of Lincoln, Sheriff Robert Shepperd, Et Seq In the United*
134 *States District Court For The District of New Mexico 2:15-cv-01029.* Defendants County of
135 Lincoln and Sheriff Robert Shepperd's Motion to Dismiss entered November 19, 2015. Order
136 Dismissing Without Prejudice entered by Judge Stephan Vidmar April 19, 2016. Amended
137 Complaint Civil Rights Violation filed May 6, 2016 by Mr. Beauvais.

138 5. *Orlando Montes v. Pinnacle Propane, LLC, Allen Sultemeier, County of Lincoln , Lincoln*
139 *County Fair Association, John Does; D-1226-CV-2016-00006 United States District Court for*
140 *the District of New Mexico 2:16-cv-126.* Complaint for Wrongful Death, Statutory Tort, Violation
141 of Constitutional Rights (Due Process), Negligence Per Se: Loss of Consortium, Negligent
142 Infliction of Emotional Distress filed with the 12th Judicial District Court Jan. 19, 2016. Incident
143 occurred at Lincoln County Fairgrounds July 2, 2015. County was served with Complaint on
144 January 25, 2016. The case was removed to Federal Court Feb. 22, 2016. County of Lincoln's
145 Answer to Complaint filed February 29, 2016.

146 6. *Walter Ray Seidel / Brian Ray Seidel v. Anthony Manfredi, Lincoln County Sheriff*
147 *Department M-32-CV-2016-00036* Civil Complaint filed March 9, 2016 alleging personal and
148 property damage. County of Lincoln's Answer to Civil complaint filed March 29, 2016.

149 7. *State of N.M. (NMDOT) v. Neria, et al D-1226-CV-2002-00129 Complaint for
150 Condemnation filed June 10, 2002 by the New Mexico Department of Transportation requesting
151 a Court Order granting NMDOT the fee simple title to certain real property as is necessary for
152 "highway purposes." Order of Dismissal for Lack of Prosecution was entered July 5, 2005.
153 NMDOT submitted a proposed Motion to Vacate Order of Dismissal and Reinstate Case on May
154 4, 2016 which was not opposed.

155
156 Lincoln County Ordinance Violations:
157 Alan P. Morel: 12th Judicial District Attorney's Office
158 Special Prosecutor
159

160 8. State of NM v. Blaylock, Gregory M-30-MR-2016-00016 Violation of County Ordinance
161 2014-04-Contraband at Lincoln County Detention Center. Non-Traffic citation was filed in
162 Carrizozo Magistrate Court on February 10, 2016. A misdemeanor arraignment took place
163 February 12, 2016 when the Defendant pled "Not Guilty." Defendant represented by Public
164 Defender's office. Pre Trial Hearing was scheduled for March 29, 2016 but due to Defendant's
165 automobile accident March 28, a reset was scheduled for April 12, 2016 at which time
166 Defendant failed to appear. A Bench Warrant has been issued by the court for failure to appear.
167 A Pre-Trial Hearing is scheduled June 7, 2016 at 9 a.m. on a trailing docket before Judge Mickie
168 Vega.

169 9. *State of NM v. Sandoval, Andrew D. M-30-MR-2016-00042 Violation of County
170 Ordinance 2008-08-Animals running at large. Criminal Complaint filed March 31, 2016 in
171 Carrizozo Magistrate Court. First Appearance hearing took place April 20, 2016 where the
172 Defendant pled "Guilty" and was found Guilty. Sentencing Hearing took place May 24, 2016 9
173 a.m. on a trailing docket before Judge Mickie Vega. Assistant District Attorney Stephen Ochoa
174 appeared on behalf of Mr. Morel due to an unavoidable conflict. Prosecution was unable to
175 confirm that appropriate payment had been made by Defendant to the victim in this case and
176 the case has been reset for Sentencing Hearing July 5, 2016.

177 10. *State of NM v. Rice, Wallace M-30-MR-2015-00241 Violation of County Ordinance
178 2014-04-Transportation or Possession of Contraband into Lincoln County Detention Center.
179 Criminal Complaint filed November 23, 2015 in Carrizozo Magistrate court. First Appearance
180 hearing took place December 14, 2015 where the Defendant pled "Guilty." Sentencing Hearing
181 was scheduled for January 19, 2016 however, the Defendant failed to appear due to his
182 concurrent incarceration, being in the custody of the US Marshal. Bench warrant was served
183 April 28, 2016 along with an Order Setting Conditions of Release and Bail Bond by Judge
184 Mickie Vega. Sentencing Hearing took place May 24, 9 a.m. on a trailing docket before Judge
185 Mickie Vega. Assistant District Attorney Stephen Ochoa appeared on behalf of Mr. Morel due to
186 an unavoidable conflict. Defendant appeared "in custody", and Prosecution requested a \$100
187 fine in addition to court costs with unsupervised probation due to the pending federal case and
188 federal probation. The Court imposed a 90 days, with 16 days credit and a suspension of the
189 balance of 74 days, supervised probation for 74 days and when fine of \$273.00 is paid by
190 Defendant, probation shall change to unsupervised. The probation in this case is to run
191 concurrently with his federal case probation. Release Order and Judgment and Sentencing filed
192 May 24, 2016.

193 11. *State of NM v. Polacio, Christine M-32-MR-2016-00168 Violation of County Ordinance
194 2008-08-Animals running at large-barking dogs. Non-Traffic citation was filed in Ruidoso
195 Magistrate Court May 10, 2016. A misdemeanor arraignment is scheduled for June 6, 2016: 1
196 p.m.

197 12. *State of NM v. DeMoss, Robert M-32-MR-2016-00165 Violation of County Ordinance
198 2008-08 Animals running at large. Non-Traffic citation was filed in Ruidoso Magistrate Court
199 May 4, 2016. A misdemeanor arraignment took place May 23, 2016 at which time Defendant

200 pled "No Contest" to the charge. Defendant was found guilty and received a deferred sentence
201 subject to 90 days unsupervised probation and court costs of \$73. Judgment and Sentence was
202 filed May 23, 2016.
203

Tort Claims Notices Received or Threatened

2016

207 **Rains, Bonnie** – Tort Claim Notice received January 18, 2016 alleging failure of the
208 County of Lincoln to maintain road surfaces during snow or ice conditions.

209 **Brazel, Stephanie** – Tort Claim Notice received January 20, 2016 alleging injuries
210 incurred due to Claimant stepping in an alleged uncovered water meter hole at 2801 Sudderth
211 Drive, Ruidoso, NM.

212 **Seidel, Walter R., Jr.** – Tort Claim Notice received January 26, 2016 regarding a motor
213 vehicle accident involving Claimant and a Lincoln County Sheriff's vehicle.

214 **Hill, Walter** – Tort Claim Notice received March 8, 2016 via emailed correspondence
215 from Mr. Hill alleging the unlawful disclosure of confidential information from Mr. Hill's Lincoln
216 County personnel file.

217 **Sonora Corporation (John Russell-CEO)**-Tort Claim Notice received April 6, 2016 via
218 correspondence from Mr. Russell in response to a Notice of Investigation from NM Construction
219 Industries Division due to an alleged lack of final inspection and deviation from approved plans
220 of construction in 2012 at 119 Bald Eagle Court, Alto, NM

221 **Jaramillo, Monica** – Tort Claim Notice received April 8, 2016 alleging Lincoln County
222 road department employee in the performance of his road grading duties damaged Ms.
223 Jaramillo's vehicle.

224 **Wagoner, John** – Tort Claim Notice received April 12, 2016 via telephone call to Mr.
225 Morel's office when Mr. Wagner threatened suit against Lincoln County with respect to alleged
226 accumulation of garbage at property on Highway 70

227 **Steward, Tynell** – Tort Claim Notice received April 18, 2016 alleging abuse while
228 incarcerated in Lincoln County Detention Center.

229 **Coleman, Chad** – Tort Claim Notice received April 25, 2016 alleging warrantless search
230 and seizure and malicious prosecution.
231

2015

233 **Cherry, Doris** – Tort Claim Notice posted in Lincoln County News Jan. 1, 2015 stating
234 possible Civil Rights Violation lawsuits regarding alleged Americans with Disabilities Act non-
235 compliance in remodeling the Lincoln County Courthouse buildings.

236 **McDaniel, Carl** – Tort Claim Notice received Jan. 23, 2015 from Attorney John Sugg
237 alleging violation of the Unfair Trade Practices Act and engaging in unfair or deceptive trade
238 practices and/or unconscionable trade practices by GSWA.

239 **UNM Hospital-Prins, Chad** – Tort Claim Notice received Feb. 26, 2015 in which UNM
240 Hospital seeks reimbursement of expenses incurred while Lincoln County Detention Center
241 inmate Prins was on furlough.

242 **Sehorn, Sean M.** – Tort claim Notice received March 2, 2015 from Attorney Gary
243 Mitchell alleging Lincoln County Detention Center failed to provide adequate medical treatment
244 during inmate Sehorn's incarceration.

245 **Lavin, Erica L. and Rathgeber, Jack** – Tort Claim Notice received March 2, 2015 from
246 Attorney Gary Mitchell alleging Constitutional Rights were violated resulting in wrongful
247 termination.

248 **Hanley, Constance** – Tort Claim Notice received March 20, 2015 from Attorney John
249 Sugg alleging violations of 42 USC section 1983, malicious prosecution, failure to investigate,
250 defamation of character, libel and abuse of process.

251 **Capitan Iron Mine through A. Blair Dunn** – Threatened Litigation on April 1, 2015
252 against the County of Lincoln should Lincoln County require Capitan Iron Mine comply with
253 Lincoln County Mine Ordinance 2009-01.

254 **Chavez, Billy** – Ordinance Violation: 2009-03 Regulating Refuse, Solid Waste and Litter
255 in the County. March 10, 2015 certified letter mailed to Mr. Chavez giving him 30 days to
256 dispose of debris on his property at 142 White Cat Road, San Patricio (Section 26, Township-
257 10S, Range 16E, tract of land lying in the NE 4SE4). April 10, 2015 the property was inspected
258 and noted no progress had been made.

259 **Culp, Susan v. LCMC/Lincoln County**: Tort Claim Notice received May 4, 2015 from
260 Attorney Katherine Channing Roehl/Roehl Law Firm alleging medical malpractice, negligent
261 supervision, negligent credentialing by staff, administrators and doctors at LCMC on or about
262 March 3, 2015 during Ms. Culp's gall bladder removal surgery.

263 **Reyes, Roberto** – Tort Claim Notice received May 15, 2015 from Attorney Timothy
264 White/Valdez White Law Firm alleging illegal seizure, illegal search, illegal imprisonment and
265 wrongful conduct of the Lincoln County Sheriff's Department.

266 **Torres, Leopoldo**: Tort Claim Notice received June 4, 2015 from inmate Torres alleging
267 inmate-initiated attack on inmate Torres at Lincoln County Detention Center.

268 **Wallace, Stephen**: Tort Claim Notice received June 11, 2015 from Attorney Gary
269 Mitchell alleging deprivation of Constitutional rights due to false incarceration at Lincoln County
270 Detention Center without proceeding with a timely extradition.

271 **Rodriguez, Victor** – Tort Claim Notice received July 13, 2015 from Attorney W. Chris
272 Nedbalek alleging hostile treatment from fellow employees while employed at Lincoln County
273 Detention Center.

274 **Prudencio, Fabian and Corinne** – Tort Claim Notice received July 24, 2015 from
275 Attorney Daniel P. Ulibarri alleging negligence, personal injury, spoliation, indemnification and
276 property damage against the County of Lincoln.

277 **Yates, Barbara** – Verbal Threat against the County issued July 21, 2015 due to ongoing
278 flooding at her private property.

279 **Davis, Jack and Rema** – Verbal Threat against the County issued July 21, 2015 due to
280 ongoing flooding at their private property.

281 **Capitan Iron Mine** – Tort Claim Notice received Sept. 24, 2014 via email from A. Blair
282 Dunn, alleging County trespass on private property.

283 **L. Phillip Onsrud** – Tort Claim Notice received Nov. 3, 2015 via email alleging lack of
284 medical care while incarcerated in Lincoln County Detention Center.

285 **Brown, Shelly** – Tort Claim Notice received December 31, 2015 alleged failure of the
286 County of Lincoln to maintain road surfaces during snow or ice conditions.

287

288 **2014**

289 **Ogden, John D** – Tort Claim Notice received May 26, 2014 alleging mistreatment while
290 incarcerated at Lincoln County Detention Center on March 11, 2014.

291 **Rounds, Christopher** – Tort Claim Notice received June 4, 2014 alleging being held in
292 Lincoln County Detention Center without being advised of his charges.

293 **Herbert, Crystal** – Tort Claim Notice received June 23, 2014 from Attorney Matthew
294 Coyte/Coyte Law alleging false imprisonment, due process violations, unlawful detention of a
295 minor, emotional distress.

296 **Class Action** – Tort Claim Notice received June 23, 2014 from Attorney Ryan
297 Villa/Cooper Law Firm alleging false imprisonment, false arrest, deprivation of rights at Lincoln
298 County Detention Center that arise with Immigration and Customs Enforcement charges.

299 **Atwell, Stacey** – Tort Claim Notice received June 25, 2014 alleging unlawful seizure of
300 her two minor children during a request for a deputy to assist in keeping the peace.

301 **McGarry, Sean** – Tort Claim Notice received July 25, 2014 from Attorney S. Doug Jones

302 Witt alleging wrongful arrest, false imprisonment, malicious prosecution, intentional or negligent
303 infliction of emotional distress, abuse of process, wrongful termination and retaliatory discharge
304 regarding discharge from the Capitan Police Department.

305 **Ramos, Aaron** – Tort Claim Notice received August 7, 2014 alleging lack of Due
306 Process for inmates at Lincoln County Detention Center.

307 **Lambert, David and Bonnie** - Tort Claim Notice received Sept. 8, 2014 from Attorney
308 W. Chris Nedbalek alleging damage to Lambert property due to Mr. Rodney Bunsen using his
309 own equipment to alter a platted County right of way without the authorization or knowledge of
310 the County.

311 **Caughron, Brittany and Anderson, Amie** – Tort Claim Notice received Oct. 24, 2014
312 by Attorney W. Chris Nedbalek alleging overcrowding of Lincoln County Detention Center as a
313 violation of 8th Amendment Rights.

314 **Ryen, Allen**- Tort Claim Notice received Oct. 27, 2014 by Attorney W. Chris Nedbalek
315 alleging Mr. Ryen was exposed to unsanitary conditions at Lincoln County Detention Center.

316 **Inmate Group** – Tort Claim Notice received Oct. 27, 2014 by Attorney W. Chris
317 Nedbalek alleging overcrowding and unsanitary conditions at Lincoln County Detention Center.

318 **Caughron, Brittany and Anderson, Amie** – Tort Claim Notice received Nov. 14, 2014
319 by attorney W. Chris Nedbalek alleging inadequate medical care and overcrowding at Lincoln
320 County Detention Center.

321 **Inmate Group** – Tort Claim Notice received Nov. 14, 2014 by attorney W. Chris
322 Nedbalek alleging overcrowding and unsanitary conditions at Lincoln County Detention Center.

323 **Long, Cameron** – Tort Claim Notice received Nov. 14, 2014 by attorney W. Chris
324 Nedbalek alleging mistreatment by an Officer with Adult Probation and Parole.

325 **McClarnon, Brian** – Tort Claim Notice received Nov. 14, 2014 by attorney W. Chris
326 Nedbalek alleging violations of U.S. Constitutional Amendment rights.

327 **Diana Martwick, 12th Judicial District Attorney** – Tort Claim Notice received Nov. 25,
328 2014 alleging lack of adequate office space provided by the County of Lincoln.

329 **Inmate Group** – Tort Claim Notice received Dec. Dec. 22, 2014 by attorney W. Chris
330 Nedbalek alleging inmates were mistreated at Lincoln County Detention Center.

331

332 **2013**

333 **Harrisburg Documents**- Attempts to recover Lincoln County documents illegally taken
334 from the County. County Clerk Rhonda Burrows has been in contact with Harrisburg, PA in
335 recovery efforts.

336
337 **Action:** Approve. **Moved by** Commissioner Stewart, **Seconded by** Commissioner Draper.

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

339 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
340 Commissioner Willard.

341

342 Chair Stone recessed the Regular Meeting and convened the Closed Session at 8:41 AM.

343

344 Chair Stone adjourned the Closed Session and reconvened the Regular Meeting at 12:42 PM.

345

346 Commissioner Draper attested that matters discussed in the closed meeting were limited to
347 those specified in the motion for closure or in the notice of separate closed meeting.

348

349 **8. Signing of Official Documents**

350

351 **9. Next meetings:**

352

- 353 a. June 10, 2016 - Special Canvass Primary Election Votes
- 354 b. June 28, 2016 - Regular Commission Meeting
- 355

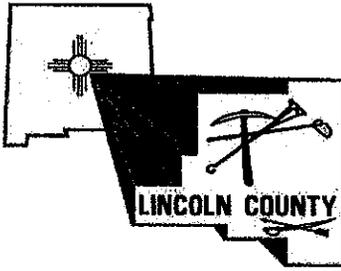
356 **10. Adjourn**

357
358 There being no further business to come before the Board of County Commissioners, Chair
359 Stone adjourned the meeting at 12:43 PM.

360
361 Respectfully submitted by,

362
363 Rhonda B. Burrows
364 Lincoln County Clerk

DRAFT



www.lincolncountynm.gov

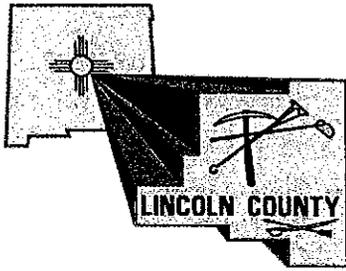
County of Lincoln

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

Agenda Item 7

SUBJECT

1. Approval of Consent Agenda
 - a. Payroll/Accounts Payable/Budget/ Expenditures
 - b. Treasurer's Financial Report for the Month ending May 31, 2016
 - c. Approval of Land and Water Well Agreement –Carrizozo Municipal Schools
 - d. MOU Between the Village of Ruidoso & County as the Administrative Authority for Lincoln County Sheriff's Office for Driving while Intoxicated Prevention Enforcement Activities & Reimbursement of Costs
 - e. Approval of FY16-17 Contracts Between the County of Lincoln and North Central New Mexico Economic Development District: Non-Metro Area Agency on Aging:
 - a. Direct Purchase of Services
 - b. Nutrition Service Incentive Program (NSIP)
 - c. Senior Employment Program



www.lincolncountynm.gov

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 May 1 through May 31, 2016 in the amount of \$ 2,150,069.54.

NOW, THEREFORE, the above bills are hereby approved.

ADOPTED, PASSED AND SIGNED the 28th day of June, 2016.

BOARD OF COMMISSIONERS LINCOLN COUNTY, NEW MEXICO

Preston Stone, Chairman

Dallas Draper, Vice-Chairman

Elaine Allen, Member

Dr. Lynn Willard, Member

Thomas F Stewart, Member

ATTEST:

Rhonda B Burrows, County Clerk

LEASE AGREEMENT

THIS LEASE, entered into this 28th day of June 2016 by and between the **COUNTY OF LINCOLN** (hereinafter referred to as "LESSOR"), with its address as County of Lincoln, P. O. Box 711, Carrizozo, New Mexico 88301, and **CARRIZOZO MUNICIPAL SCHOOLS** (hereinafter referred to as "LESSEE"), whose address is P.O. Box 99, Carrizozo, New Mexico 88301, and in consideration of the mutual terms, conditions, and covenants contained herein, the parties do hereby agree as follows:

WHEREAS, LESSOR owns and controls a certain parcel of land and appurtenant water well, more particularly described as follows:

A TRACT of land located just south of the Carrizozo Municipal School's Administration Building and north of Clegg Hall, an area 90' south and 60' east, and including a portion of Block 6, McDonald Addition, Carrizozo, Lincoln County, New Mexico, and further described as follows:

BEGINNING at a point which is South 89 degrees 33' East for a distance of 274 feet; thence North 0 degree 54' East for a distance of 131.0 feet; thence North 89 degrees 45' west for a distance of 1,345.17 feet from Sections 34 and 35, Township 8 South, Range 10 East, and thence South 195 feet to an iron pipe; thence West 42 feet to an iron pipe; thence North 195 feet to an iron pipe; thence East 42 feet to an iron pipe which is the point of beginning. This lot being situated in the NW corner of Block 6 of McDonald Addition in Carrizozo, New Mexico, and containing 8,190.0 sq. ft. or .19 acres more less;

SUBJECT to easements, reservations and restrictions of record;

TOGETHER WITH all improvements situate thereon; and

WHEREAS, LESSOR desires to lease said property and, LESSEE herein is desirous of leasing said property.

NOW, THEREFORE, the parties hereby mutually agree to the following terms and conditions:

1. Demise and Term: LESSOR leases to LESSEE the real property as above

described consisting of real property and water well; to have and to hold for a period of two (2) years, beginning on July 1, 2016, and ending on June 30, 2018, unless sooner terminated as provided herein.

2. Rent: LESSEE shall pay to LESSOR for rent for the demised premises as follows:

A. The sum of One and No/100 Dollars (\$1.00) per year, said rental payable on or before the 1st day of July of each year. This Agreement may be renewed upon mutual agreement of the parties.

3. Improvements: LESSEE shall have the right to make improvements to said land, including such improvements as the planting and maintenance of grass, erosion control and gravel. LESSEE shall not construct or erect any permanent structures on said property without the expressed written permission of the Lincoln County Board of Commissioners.

4. Subletting and Assignment: That it is agreed and understood that LESSEE will not assign, mortgage, let, sublease, or otherwise convey any interest that LESSEE may have in the demised premises without the express written consent of the Board of Commissioners of the County of Lincoln.

5. Default: In the event of any default hereunder, the rights of LESSOR shall be as follows:

A. LESSOR shall have the right to cancel and terminate this Lease, as well as all of the right, title, and interest of LESSOR hereunder, by giving to LESSEE not less than thirty (30) days notice of the cancellation or termination. On expiration of the time fixed in the notice, this Lease and the right, title and interest of LESSEE hereunder shall terminate in the same manner and with the same force and effect, except as to LESSEE'S liability, as if the date fixed in the notice of cancellation and termination were at the end of the term herein originally determined.

6. Water Well Agreement: Upon execution of this Lease Agreement, the parties hereto shall execute a Water Well Agreement to govern the grant of beneficial use and enjoyment in said well located upon the above described leased premises, and said Water Well Agreement shall be attached to and made a part of this Lease Agreement.

7. Release: The LESSEE, upon termination or expiration of this Agreement, releases the LESSOR, its elected officials, employees and agents from all liabilities, claims or obligations whatsoever arising from or under this Lease Agreement. LESSEE further agrees not to purport to bind the LESSOR to any obligation not assumed herein by the LESSOR, unless the LESSEE has expressed written authority from the LESSOR to do so, and then only within the strict limits of the authorization given by the LESSOR.

8. Alteration: This Lease Agreement shall not be altered, changed or amended except by an amendment instrument, in writing, executed by the parties hereto.

9. Waiver: A waiver of any breach of this Agreement of any of the covenants or conditions hereof shall not be held to be a waiver of any other or subsequent breach of this Lease Agreement. Any waiver shall be requested in writing and signed as authorization by the party granting the waiver.

10. Governing Law: This Lease Agreement shall be governed by and construed under the laws of the State of New Mexico.

11. Effective Date: This Agreement shall become effective as of the date and year first written above.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year first written above.

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

Preston Stone, Chairman

Dallas Draper, Vice Chair

Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

CARRIZOZO MUNICIPAL SCHOOLS

Rhonda Burrows, County Clerk

Ricky Espinosa, Superintendent

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF RUIDOSO AND THE COUNTY OF LINCOLN
AS THE ADMINISTRATIVE AUTHORITY FOR LINCOLN
COUNTY SHERIFF'S OFFICE FOR
DRIVING WHILE INTOXICATED PREVENTION ENFORCEMENT
ACTIVITIES AND REIMBURSEMENT OF COSTS**

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

WHEREAS, the County of Lincoln, ("LC") is the administrative authority for the Lincoln County Sheriff's Office (the "LCSO"); and

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

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

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

THEREFORE, the parties enter into this MOU for the term of July 1, 2016 through May 31, 2017 to facilitate the detection and prevention of DWI related violations and hereby agree as follows:

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

4. LCSO Deputies will be paid time and a half (1½) as reimbursement for services rendered in an amount not to exceed three thousand dollars (\$3,000.00) for the period of time between July 1, 2016 and May 31, 2017.

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

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

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

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

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

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

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

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

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

By entering into this MOU, the parties and their "public employees" as defined in the New Mexico Tort Claims Act, *supra*, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability pursuant to law. No provision in this MOU modifies or waives any provisions of the New Mexico Tort Claims Act, *supra*.

It is specifically agreed between the parties executing this MOU that it is not intended by any of the provisions or any part of this MOU to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this MOU to maintain any suit for wrongful death, bodily or personal injury, damage to property, or any other matter whatsoever, pursuant to the provisions of this MOU.

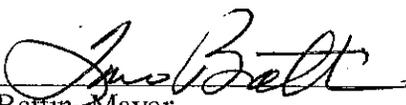
10. This MOU incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written MOU. No prior agreement, covenant, or understandings, verbal or otherwise,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

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

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

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

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

BY: 
Tom Baltin, Mayor
Village of Ruidoso

Date: 6/14/16




Irma Devine, Clerk
Village of Ruidoso

Date: 6/14/16

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

Date: 6/14/16

BY: _____
Preston Stone, Chair
County of Lincoln Board of Commissioners

Date: _____

(SEAL)

ATTEST:

By: _____
Rhonda Burrows, Clerk
County of Lincoln

Date: _____

BY: _____
Robert Shepperd, Sheriff
County of Lincoln

Date: _____

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

**DIRECT PURCHASE OF SERVICES
VENDOR AGREEMENT**

Lincoln County, hereinafter referred to as Vendor, and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2016, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

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

1. SCOPE OF SERVICES.

A. Services. The Vendor agrees to provide service(s) to eligible clients as identified in accordance with the Direct Purchase of Service vendor application or Service Delivery Plan, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

Congregate Meals
Home Delivered Meals
Homemaker/Housekeeping
Adult Day Care
Respite
Transportation
Assisted Transportation
IIID Evidenced-Based
 EB-Enhance Fitness
 EB- Manage Your Chronic Disease (My CD)
 EB-A Matter of Balance
Chore Services
Case Management
Other Health Promotion Activities (Non IIID)
 Health Education/Training
 Health Screening
 Health Physical Fitness/Exercise
IIIE Family Caregiver Support Program

Service Definitions:

Congregate Meals – A hot or other appropriate meal, served to an eligible person, which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting five (5) or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

Home Delivered Meals – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient to sustain independent living in a safe and healthful environment five (5) or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

Homemaker/Housekeeping – Assistance with meal preparation, shopping, managing money, making telephone calls, light housework, doing errands and/or providing occasional transportation.

Adult Day Care – A supervised, protective, congregate setting in which social services, recreational activities, meals, personal care, rehabilitative therapies and/or nursing care are provided to dependent adults. Facility must be licensed by the State of New Mexico.

Respite – Temporary, substitute supports or living arrangements for care recipients, which provide a brief period of relief or rest for caregivers. This may be provided in the client's home environment, a congregate or residential setting (e.g., hospital, nursing home, and adult day center) to dependent older adults who need supervision.

Transportation – Taking an older person from one location to another. This does not include any other activity. Demand/Response – transportation designed to carry older persons from specific origin to specific destination upon request.

Assisted Transportation – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using regular vehicular transportation. The "trip" includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting the older individual from the transporting

vehicle to the destination, such as the doctor's office staying with the older individual at the point of destination; and the reverse for a return trip.

Other Health Promotion Activities (Non IID)– This includes health fairs, physical fitness activities conducted by an exercise professional, (i.e. Aerobics' Instructor), medication management that is inclusive of monitoring, screening and education to prevent incorrect medication usage and adverse drug reaction. Home safety/accident prevention that involves a home assessment, assistive devices, accident prevention training, assistance with modifications to prevent accidents/facilitate mobility, and/or follow-up services to determine effectiveness of modifications/assistive devices.

Health Education/Training – Formal or informal opportunities for individuals to acquire knowledge or experience, increase awareness, promote personal or community enrichment and/or increase or gain skills.

Health Screening – Pre-nursing home admission screening and/or routine health screening.

Physical Fitness/Exercise – Individual or group exercise activities (with or without equipment), such as walking, running, swimming, sports and/or Senior Olympics physical conditioning/training.

Title IID Evidence Based – US Congressional Authorizing Legislation: Section 361 of the Older Americans Act (OAA) of 1965, as amended, now requires that Title IID funds will only be able to be used on health promotion programs that meet the highest level criteria.

Highest-level Criteria – 1) Meets minimal and intermediate criteria; 2) Undergone experimental or quasi-experimental design; 3) Full translation has occurred in community site; and 4) Dissemination products have been developed and are available to the public.

Or

Existing evidence-based programs currently offered in New Mexico include:

Enhance Fitness- a low-cost, evidence based group exercise program, helps older adults at all levels of fitness become more active, energized, and empowered to sustain independent lives.

A Matter of Balance- View falls as controllable, set goals for increasing activity, make changes to reduce fall risk at home, exercise to increase strength

Manage Your Chronic Disease (My CD)- Designed to help people gain self-confidence in their ability to manage the symptoms their Chronic Disease and how they affect their lives.

Tomando Control de su Salud (Spanish-language Manage Your Chronic Disease)

Chore – Assistance with heavy housework, yard work or sidewalk maintenance at a person's place of residence.

Case Management - Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required. Note: This is an ongoing process including assessing needs of a client and effectively planning, arranging, coordinating and follow-up services which most appropriately meet the identified needs as mutually defined by the client, staff, and where appropriate, a family member(s) or other caregiver(s).

III E Family Caregiver Support Program - Services for family caregivers and grandparent caregivers. The following are the allowable service categories:

Information Services - Information about available services (e.g. public education, participation at health fairs, etc);

Access Assistance - Assistance to caregivers in gaining access to services which is considered one-on-one contact (e.g., information and assistance, care coordination, case management);

Counseling - Individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their responsibilities (e.g. advice, guidance, and instruction to caregivers on an individual or group basis);

Respite Care - Enable caregivers to be temporarily relieved from their caregiving responsibilities. See above for complete definition.

Supplemental Services - Services provided on a limited basis, to compliment the care provided by caregivers. No more than 20 percent of the federal funding can be dedicated to supplemental services. Examples of supplemental services include: home safety audits, home modification, assistive technologies, emergency alarm response systems, home delivered meals, medical transportation and incontinent and other caregiving supplies. Services must be on a temporary basis.

Unit Measurements

Congregate Meal:	One Meal
Home Delivered Meal:	One Meal
Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care (Includes III E)	One Hour
Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip

IIID Evidence Based

Enhance Fitness participant hour
My CD participant hour
A Matter of Balance participant hour

Health Promotion (Non-IIID)

Health Education/Training One Hour
Health Screening One Hour
Physical Fitness/Exercise One Session per Participant

Chore

One Hour

Case Management

One Hour

IIIE Access Assistance

One Contact

IIIE Counseling

One Session per Participant

IIIE Information Services

One Activity

IIIE Supplemental Services

One Distribution Event

Service Area: **Communities of Carrizozo, Corona, Capitan, San Patricio, Ruidoso Downs and surrounding areas.**

Targeting: Services are designed to identify eligible clients, with an emphasis on high risk clients and serving older individuals with the greatest economic and social need, low income minorities and those residing in rural areas, as identified in the Older Americans Act.

B. Payment for Services. For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$ 430150**. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. **\$ 7200** from Title III-B of the OAA;
2. **\$ 92900** from Title III-C1 of the OAA;
3. **\$ 25330** from Title III-C2 of the OAA;
4. **\$ 0** from Title III-D of the OAA;
5. **\$ 0** from Title III-E of the OAA; and
6. **\$ 304720** from the NMGAA-State/HB-2.

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (III,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons
Congregate Meals	\$17.5486	\$5.5000	28600	1200
Home Delivered Meals	\$17.2626	\$7.5000	32220	280
Transportation	\$31.2633	\$13.0000	2400	50
Assisted Transportation	\$	\$	0	0
Case Management	\$	\$	0	0
Adult Day Care	\$	\$	0	0
Respite	\$	\$		
Chore Services	\$	\$	0	0
Homemaker/Housekeeping	\$	\$	0	0
Health Education/Training	\$	\$		
Physical Fitness/Exercise	\$	\$	0	0
Health Screening	\$	\$		
Home Safety	\$	\$		
Medication Management	\$	\$		
EB-EnhanceFitness	\$	\$		
EB-My CD	\$	\$		
EB-A Matter of Balance	\$	\$		
NFCSP – Family Caregivers: Elderly				
CG - Counseling	\$	\$	0	0
CG – Respite Care	\$	\$	0	0
CG - Supplemental	\$	\$	0	0
CG - Assistance	\$	\$	0	0
CG - Information	\$	\$	0	0
NFCSP – Family Caregivers: Grandchildren				
CG - Supplemental	\$	\$		
CG – Respite Care	\$	\$	0	0
CG - Assistance	\$	\$		

D. Payment for services shall be consistent with all applicable federal and state laws and regulations.

E. Payments to the Vendor will be made subsequent to receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Vendor's own risk, and the Agency shall not be liable for such expenditures.

F. Payments to the Vendor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Vendor. The Vendor agrees to hold the Agency harmless against all audit exceptions arising from the Vendor's violation and shall make restitution to the Agency of such amounts of money due to the Vendor's non-compliance.

G. The total payments for services rendered by the Agency under the terms and conditions of this Agreement shall not exceed those listed in this Agreement.

H. Payments to the vendor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT.

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

A. The Vendor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the second (2nd) day of each month following the last day of the month in which services were provided. If the second (2nd) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the

- AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.
 7. Maintain communication and correspondence concerning clients' status with the Agency.
 8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
 9. Submit timely and accurate information necessary for reimbursement.
 - a. All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 7th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.
 - b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15th working day of the month following the end of the quarter.
 10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
 11. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
 12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.

B. Through Direct Purchase of Service, the Agency agrees to:

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and

medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.

6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Allow re-negotiation of cost of services based on contingency plan, i.e. loss of local dollars.
9. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.
10. Will inform NCNMEDD Non-Metro AAA of any substantial changes in organization and/or services.

3. ASSURANCES.

A. *Americans with Disabilities Act of 1990 –*

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

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

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

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

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

D. *Drug Free Workplace*

The Vendor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*

The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

F. *Independent Audit*

The Vendor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2015 through June 30, 2016. The audit report provided to the Agency must include a copy of the Auditor's management letter.

This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

1. The Vendor, expending equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental-type vendors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental vendors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
4. For those vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial

balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.

5. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

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

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

The Vendor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

I. *Non-Discrimination Service Delivery.*

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

4. TERM.

This Agreement shall begin on July 1, 2016 and terminate on June 30, 2017, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

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

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

6. BREACH OF AGREEMENT BY VENDOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Vendor contained in this Agreement, the following constitute a breach of Vendor's obligations and duties hereunder:

1. The Vendor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.

2. The Vendor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Vendor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Vendor shall be in breach of this Agreement, the Agency shall provide written notice to the Vendor specifying the facts and circumstances constituting the breach(es) and advising the Vendor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Vendor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all of the Vendor's records, policies, procedures, and financial records germane to the Vendor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Vendor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Vendor hereunder.
2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Vendor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Vendor.
3. The Agency may deem the Vendor ineligible for the receipt of any additional funds to be paid to Vendor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Vendor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Vendor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF VENDOR.

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

9. ASSIGNMENT.

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

10. SUBCONTRACTING.

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

11. RELEASE.

The Vendor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Vendor agrees not to purport to bind the Agency unless the Vendor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

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

13. PRODUCT OF SERVICE – COPYRIGHT.

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

14. CONFLICT OF INTEREST.

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

15. AMENDMENT.

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

16. MERGER.

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

17. PENALTIES.

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

18. APPLICABLE LAW.

The laws of the State of New Mexico shall govern this Agreement.

19. WORKERS COMPENSATION.

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

20. RECORDS AND FINANCIAL AUDIT.

The Vendor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Vendor

receives federal funds subject to the Single Audit Act, the Vendor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

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

22. INTERNAL DISPUTE MEDIATION.

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

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

23. PARTICIPANT GRIEVANCE.

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

24. KEY PERSONNEL.

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

1. Program Director
2. Financial Manager

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

25. INVALID TERM OR CONDITION.

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

26. ENFORCEMENT OF AGREEMENT.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:

NCNMEDD
Attn: Marcia A. Medina
3900 Paseo Del Sol
Santa Fe, NM 87507

VENDOR:

28. INSURANCE.

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

29. AUTHORITY.

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

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2016.

Lincoln County
Legal Name of Vendor

Signature

Printed/Typed Name of Signatory

Date

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



Signature

Tim Armer, Executive Director
Printed/Typed Name of Signatory

6/15/16

Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)

GRANTEE: Lincoln County ADDRESS: PHONE:		APPROVED BUDGET PERIOD FROM: 7/1/2016 TO: 6/30/2017				Grant/Action New/Cont: X Revision: BAR: Other:		NGA DATE
DESCRIPTION		FEDERAL	STATE	LOCAL	Fundraising-Foundations	PROJ. INC.	TOTAL	
Title IIIB 93.044	Access	\$ 7,200	\$ 24,000	\$ 22,835	\$ -	\$ 1,000	\$ 55,035	
	In-Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Community All Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ 7,200	\$ 24,000	\$ 22,835	\$ -	\$ 1,000	\$ 55,035	
Title IIIC1 93.045	Meal Costs	\$ 92,900	\$ 64,400	\$ 139,699	\$ -	\$ 44,000	\$ 340,999	
	Sub Total	\$ 92,900	\$ 64,400	\$ 139,699	\$ -	\$ 44,000	\$ 340,999	
Title IIIC2 93.045	Meal Costs	\$ 25,330	\$ 216,320	\$ 113,439	\$ -	\$ 23,500	\$ 378,589	
	Sub Total	\$ 25,330	\$ 216,320	\$ 113,439	\$ -	\$ 23,500	\$ 378,589	
Title IIID 93.043	Evidence Based	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Title IIIE 93.052	Care Giver Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
DEMONSTRATION GRANT								
ALZHEIMER	Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ALL STATE OTHER		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTALS	Title IIIB 93.044	\$ 7,200	\$ 24,000	\$ 22,835	\$ -	\$ 1,000	\$ 55,035	
	Title IIIC1 93.045	\$ 92,900	\$ 64,400	\$ 139,699	\$ -	\$ 44,000	\$ 340,999	
	Title IIIC2 93.045	\$ 25,330	\$ 216,320	\$ 113,439	\$ -	\$ 23,500	\$ 378,589	
	Title IIID 93.043	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Title IIIE 93.052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	All State Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL		\$ 125,430	\$ 304,720	\$ 275,973	\$ -	\$ 68,500	\$ 774,623	
COMPUTATION OF GRANT		8.Federal/State Shares will be comprised of:						
1.Estimated Total Cost.....	\$ 774,623	a.Federal/State		FY 20 __	Federal			
2.LESS Anticipated Proj. Inc.	\$ 68,500	grant unearned			State			
3.Estimated Net Cost.....	\$ 706,123	in previous project year(s)						
4.Non-federal and Non-state Share of Net Cost.....		b. Carry Over		FY 20 __	Federal			
5.Proj. Inc. (Used as Match).....	\$ 68,500				State			
6.Federal Share of Net Cost.....	\$ 125,430	c. New Obligational		FY-	Federal		\$ 125,430	
7.State Share of Net Cost....	\$ 304,720	Authority Herein Awarded			State		\$ 304,720	

NOTIFICATION OF GRANT AWARD

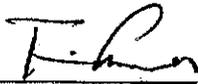
REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant:

- 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.
- 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.
- 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share and the state share will meet the percentages indicated on Page 1 of the NGA.
- 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.
- 5. Funds herein awarded will remain available during the length of the project period; however, state and/or federal funds are dependent upon availability.
- 6. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approved units are not being met which must be approved by the NCNMEDD Area Agency on Aging.

THE GRANTEE ORGANIZATION IS RESPONSIBLE FOR RETAINING RECORDS OF ALL FEDERAL AND/OR STATE ACCOUNTS AS FOLLOWS:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

- 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
- 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
- 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
- 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
- 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
- 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.
- 9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of NCNMEDD Non-Metro Area Agency on Aging Authorizing Official:	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.
	Date:
Tim Armer Executive Director	Date:
	Date:

6/15/15

Date

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

**NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)
AGREEMENT**

This Agreement is made and entered into this 1st day of July 2016, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and Lincoln County, hereinafter referred to as the "Contractor."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Contractor will:

- A. Establish procedures to insure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.
- B. Ensure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods at least equal in value to the per meal cash payment.
- C. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Contractors must ensure that the farm food products meet the state BID requirements.
- D. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.
- E. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw food).
- F. Report on a monthly basis to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.
- G. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
- H. Allow the Agency to monitor periodically the Contractor's fiscal accountability of NSIP.
- I. Abide by and comply with the conditions and requirements set forth in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A110; Uniform Policies). Moreover, the Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.

J. Ensure eligible participants are assessed and registered in SAMS.

K. Ensure meals served meet the following:

Congregate Meals – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

Home Delivered Meals – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient sustain independent living in a safe and healthful environment 5 or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

L. As recommended by the Agency, these funds be expended prior to Title III-C funds and/or state funds.

2. **Compensation**

A. The total amount payable to the Contractor under this Agreement shall not exceed **\$43002** for eligible meals served during the period July 1, 2016 through June 30, 2017 regardless of funding sources, to eligible participants and their spouses.

B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2017, unless terminated pursuant to paragraph 5, infra.

5. **Termination**

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

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

6. **Status of Contractor**

The Contractor, his agents and employees, are independent contractors performing services for the Agency and are not employees of the Agency. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the Agency as a result of this Agreement.

7. **Assignment**

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

8. **Subcontracting**

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

9. **Records and Audit**

A. The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, Aging & Long Term Services Department (ALTSD), the Department of Finance and Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Agency to recover excessive, improper, or illegal payments.

B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2016 to June 30, 2017. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

1. The Vendor, expending equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised OmniCircular 200.518(b)(1), which streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental type vendors/contractors expending less than \$500,000 in combined federal awards shall be continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.) which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental vendors/contractors expending between \$25,000 in federal and state funds combined less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for

audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

4. For those contractors/vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Non-Metro AAA such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The contractor's/vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs. (A-87 and A-122 have been reclassified under the CFR as 2 CFR Part 225, and 2 CFR Part 230, respectively.)

10. Appropriations

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

11. Release

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

12. Product of Service; Copyright

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

by or on behalf of the Contractor.

13. Conflict of Interest

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

14. Equal Opportunity Compliance

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

15. Non-Discriminating Service Delivery

The Contractor will not, on the ground of race, religion, color, ancestry, sex, sexual preference, national origin, age or handicap:

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him/her an opportunity to do so which is different from that afforded others under the program.
7. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this

program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national origin, or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, or handicap.

16. **Confidentiality**

The use or disclosure of any information concerning a recipient of assistance or service for any purpose not connected with the administration of the Agency's or the Contractor's responsibilities with respect to services hereunder, is prohibited, except on written consent of recipient, his attorney, or his responsible parent or guardian. Disclosure of confidential information shall only be made in accordance with the NM Inspection of Public Records Act, or applicable state or federal law or regulations.

17. **Amendment**

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

18. **Penalties for Violation of Law**

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

19. **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, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

20. **Applicable Laws**

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

21. **Internal Dispute Mediation**

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

grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

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

22. Invalid Term or Condition

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

23. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Agency:

NCNMEDD
Attn: Marcia A. Medina
3900 Paseo Del Sol
Santa Fe, NM 87507

Contractor:

25. Other Provisions

Compliance with Grant conditions. The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by reference.

26. **Indemnification**

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

27. **Authority**

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

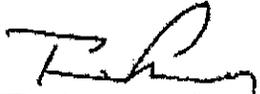
28. **Signatures**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2016.

Lincoln County
Legal Name of Vendor/Contractor

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

Signature



Signature

Printed/Typed Name of Signatory

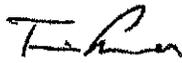
Tim Armer, Executive Director
Printed/Typed Name of Signatory

Date

6/15/16

Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
 NON-METRO AREA AGENCY ON AGING
 NOTIFICATION OF GRANT AWARD (NGA)
 SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

GRANTEE: Lincoln County ADDRESS:		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action		NGA DATE
PHONE:		FROM: 07/01/2015 TO: 06/30/2016		New/Cont: X Revision: Other:		
Indirect Cost % of \$	Fund: Title of Project:	210 NSIP		CFDA # 93.053		
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
Personnel Services	\$0.00	\$0.00				\$0.00
Fringe Benefits	0.00	0.00				0.00
Travel	0.00	0.00				0.00
Maintenance & Repair	0.00	0.00				0.00
Supplies (Raw Food)	43,002.00	0.00				43,002.00
Contractual Services	0.00	0.00				0.00
Other Operating Costs	0.00	0.00				0.00
Capital Outlay	0.00	0.00				0.00
Subtotal	\$43,002.00	\$0.00				\$43,002.00
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%
COMPUTATION OF GRANT				8. Federal/State Shares will be Comprised of:		
1. Estimated Total Cost	\$43,002.00			a. Federal/State grant		
2. LESS Anticipated Project Income	\$0.00			unearned in previous	FY Federal:	0.00
3. Estimated Net Cost	\$43,002.00			project year(s)	FY State:	0.00
4. Non-federal and Non-state Share of Net Cost	\$0.00			b. Carry Over		0.00
5. Project Income (Used as Match)	\$0.00					0.00
6. Federal Share of Net Cost	\$43,002.00			c. New Obligational		
7. State Share of Net Cost	\$0.00			Authority Herein	FY Federal:	\$43,002.00
				Awarded		
<p><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</p> <p><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</p> <p><input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.</p> <p><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</p> <p><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.</p> <p><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</p>						
<p>All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:</p> <ol style="list-style-type: none"> 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency. 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency. 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants. 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year. 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies. 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency. 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted. 8. Inventory of project equipment will be maintained and submitted as requested. 9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee. 						
Signature of Area Agency on Aging Authorizing Official: Tim Armer, Executive Director				We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.		
 Date: 6/15/16				Date:		
				Date:		
Signature:				Date:		

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

SENIOR EMPLOYMENT PROGRAM
AGREEMENT

This Agreement is made and entered into this 1st day of July, 2016 by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and Lincoln County, hereinafter referred to as the "Contractor".

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

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

- A. The Contractor will hire and maintain individuals enrolled in the State funded Senior Employment Program.
- B. The Contractor will pay wages that are at least the federal, state or local minimum wage, whichever is higher, for community service assignments. Total hours shall not exceed twenty (20) hours per week, unless previously authorized in writing by the Agency.
- C. The Contractor will provide each enrollee with opportunities for education or training to enhance their employability.
- D. The Contractor will offer each enrollee the following benefits: an annual physical examination, personal and employment-related counseling, assistance in transition to unsubsidized employment, workers' compensation coverage, holiday pay, and annual and sick leave.
 - i. The Contractor shall offer to enrollees, basic physical examinations at the time of enrollment and annually thereafter. When enrollees elect to have such an examination, the Contractor will pay at least \$75.00 of the cost. All results of such examinations are the sole property of the participant examined. Enrollees may waive this benefit, and shall do so in writing, submitted to the Agency. The provider of this service is left

to the discretion of the Contractor. The yearly physical examination should be scheduled in April or September, depending on which half of the fiscal year the last physical exam was conducted. The Contractor should assist the enrollee, if necessary, to make arrangements for the examination.

- ii. Annual and Sick Leave will be granted and accrue, as per the Contractor's Personnel Policy.
- E. The Contractor will perform all related personnel and payroll functions for 3 half-time positions during the contract period beginning July 1, 2016.
- F. The Contractor will maintain individual personnel files on each enrollee, containing at the minimum: a completed and signed Program Intake Form, along with documentation verifying age, family size, and family income; signed and completed forms identified in an Enrollee Intake Packet which is incorporated by this reference; annual eligibility verification; annual physical exam waiver or invoice; an annual supervisory assessment; signed grievance and appeal procedures; updated task descriptions; signed "Acknowledgement of Terms of Community Service and Training Agreement" and documentation regarding training received during contract period. Signed time sheets with up-to-date and correct leave balance information must be maintained for review by the Agency.
- G. The Contractor will prepare and submit monthly financial and quarterly programmatic reports using formats requested by the Agency. Reports will be due the 5th working day following the end of the preceding month or quarter for which the report is being prepared. Documentation of hours worked, annual and sick leave accruals, by enrollee, will be included with the report.
- H. The Contractor will provide training and assistance to work sites in managing an aging work force. Training efforts may be coordinated with the Agency.
- I. The Contractor will provide training, counseling and other supportive services to each enrollee and will maintain documentation of each activity performed.
- J. The Contractor will train and supervise enrollees as employees, entitled to all rights, privileges, and responsibilities contained within the Contractor Personnel Policies with the exception of Health Insurance, Pension Plan Benefits and Unemployment Benefits.
- K. The Contractor will report all on-the-job accidents by calling the Agency within twenty-four (24) hours. Complete a workers' compensation report of the accident and provide all requested follow-ups. Payment and reporting are the responsibility of the Contractor.
- L. The Contractor will make every effort to assist the enrollee in obtaining unsubsidized employment and by employing the enrollee if an opening occurs, for which the enrollee is qualified.

- M. The Contractor will ensure supervisors and necessary staff, as determined by the Agency, are available for annual on-site assessment and monitoring visits conducted by the Agency.
- N. The Contractor will establish a work schedule with the enrollee and adhere to that schedule to the extent possible.
- O. The Contractor will assure that enrollees do not volunteer extra hours at training sites, unless the volunteer work is substantially different than that required by their subsidized positions as described in the Fair Labor Standards Act. Evidence of assurance will be demonstrated by enrollee signature on the "Acknowledgement of Terms of Community Service and Training Agreement".
- P. The Contractor will provide the enrollee with job-related orientation on a timely basis, day-to-day direct supervision, instruction, training, and supportive services.
- Q. The Contractor will conduct and document an annual evaluation of the enrollee's job performance.
- R. The Contractor will update job task descriptions and schedules, at least annually.
- S. The Contractor will re-certify the eligibility of the enrollees on an annual basis and submit by April 30, 2017 to the Agency for review and approval.
- T. The Contractor will communicate regularly with the enrollee regarding his/her job performance and document such communication in the enrollee's personnel file. Both strengths and deficiencies should be documented.
- U. The Contractor will furnish any tools, equipment and supplies required by the enrollee to perform his/her assignments with the Contractor.
- V. The Contractor will provide enrollees with a workplace that is safe, pleasant, healthy and free of drugs and alcohol.
- W. The Contractor will conduct and document benefits eligibility screening for all enrollees. Eligibility screening is to include health insurance through Centennial Care, Medicare, or the healthcare exchanges created by the Affordable Care Act.
- X. The Contractor will provide time, if necessary, during the enrollee's work schedule to attend enrollee meetings, training, and job interviews.
- Y. The Contractor will not displace or replace existing employees with an enrollee by reducing hours, employment benefits, layoffs, or requiring the enrollee to perform the work duties of a person on layoff.
- Z. The Contractor will assure that an enrollee is not subjected to discrimination based on age, race, color, religion, sex, sexual preference, national origin,

handicap, veteran status, political affiliation, or any other basis prohibited by law.

- AA. The Contractor will notify the Agency of any changes that may affect the enrollee's eligibility: i.e. marital status, family size, eligibility for Social Security, or any other change in income, and employment.
- BB. The Contractor will cooperate and coordinate with the Agency regarding any Older Worker initiatives, i.e. providing publicity in the community regarding the program, developing waiting lists or eligible applicants.
- CC. The Contractor will immediately notify the Agency Senior Employment Manager of any enrollee resignations, terminations, or vacancies.
- DD. The Contractor will ensure compliance with the New Mexico Caregivers Criminal History Screening Act.
- EE. The Contractor will ensure enrollees do not engage in political or religious activities on paid time.

To assist the Contractor, the Agency will:

- A. Provide consultation and technical assistance, as requested by the Contractor.
- B. Conduct monitoring visits to worksites at least once annually. Visits will be conducted for purposes of determining continued eligibility for enrollee and to perform annual assessment visits with enrollees, as well as to ensure the Contractor's compliance with required rules and regulations.
- C. Provide training to supervisors and enrollees on the rules and regulations of the State Funded Senior Employment Program.
- D. Review the re-certification documents of the enrollee on an annual basis, to ensure eligibility.
- E. Review the Equitable Distribution as determined by the Aging & Long Term Services Department in the event a vacancy occurs.
- F. Provide assistance to the Contractor and enrollee in an effort to obtain unsubsidized employment for said enrollee.
- G. Establish and maintain the staff position of Senior Employment Manager.

2. **Compensation and Method of Payment**

The Agency will compensate the Contractor an amount not to exceed \$24824 for the provision of Senior Employment Program host agency services.

Payment will be made as follows:

- A. General Appropriations Act: The Agency shall pay the Contractor an amount not to exceed \$24824.

B. The Contractor shall bill the Agency each month for services rendered in the previous month in a format determined by the Agency. In no event shall any assessment or charge be made against the Agency for extra fees, interest, or penalties, nor shall the Agency's failure to make timely payment make it liable as herein provided. Notwithstanding any of the terms, and conditions of said payment, all payments by the Agency are contingent upon the Contractor's full compliance to the terms, provisions, and conditions of this Agreement. The Agency reserves the right to withhold payment of any bill or any portion thereof in which a discrepancy, as determined by the Agency, exists.

C. Payments to the Contractor may be withheld or denied by the Agency for expenditures which are not authorized by or are in excess of the regulations, terms and conditions contained in this Agreement, Exhibit I, and their approved revisions or for expenditures which are not properly documented or substantiated by the Contractor. The Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Contractor's non-compliance.

D. The total payments for services rendered by the Contractor under the terms and conditions of this Agreement shall not exceed those listed in the attached exhibit, Notification of Grant Award (NGA).

E. Payments to the Contractor will be made electronically through the Automated Clearing House (ACH) Network.

3. Gross Receipts Tax
Not applicable. Tax Exempt.

4. Term
This Agreement shall begin on July 1, 2016, and terminate on June 30, 2017, unless terminated pursuant to Paragraph 5, below.

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

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

6. Appropriations

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

7. Status of Contractor

The Contractor, his agents, and employees are independent contractors performing services for the Agency and are not employees of the State of New Mexico or of the Agency. The Contractor, his agents, and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

8. Assignment

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

9. Subcontracting

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

10. Liability Release

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

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

11. **Confidentiality**

The use or disclosure by any party of any information concerning a recipient of assistance or service for any purpose not connected with the administration of the Agency or the Contractor's responsibilities with respect to services hereunder is prohibited except on written consent of recipient, his attorney, or his responsible parent or guardian. Disclosure of confidential information shall only be made in accordance with the NM Inspection of Public Records Act, or applicable state or federal law or regulations.

12. **Product of Service: Copyright**

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

13. **Conflict of Interest**

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

14. **Amendment**

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

15. **Merger**

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

16. **Penalties for Violation of Law**

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

17. **Applicable Laws**

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

government.

18. **Workers Compensation**

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

19. **Records**

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

20. **Audit**

The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2016 to June 30, 2017. Audit reports provided to the Agency must include a copy of the Auditor's management letter. The Contractor audit and the provider audits shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

- A. The Vendor, expending equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised OmniCircular 200.518(b)(1), which streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both Federal and State funds under this contract. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency.
- B. Governmental type contractors or subcontractors, who expend less than \$500,000 in combined Federal awards, shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of State funds within this contract may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate Federal title or program, which facilitates a reconciliation of these audited costs to the final report. This schedule may be included within the supplementary section of the audit report.
- C. Non-Governmental contractor or subcontractors, who expend between \$25,000 in state and federal funds combined and less than \$500,000 in Federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the State funds awarded under this contract. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of both administrative and program expenses for each federal title or program, which facilitates a reconciliation of these audited costs to the final report.

- D. For those contractors or subcontractors, that expend less than \$25,000 in combined Federal and State dollars, no audit is required. In addition, no audit report is required of vendor type or performance based contractors. The closure of these contracts shall be based on required financial reports and monitoring efforts.
- E. Submittal of the audit report for governmental entities shall be within ten working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four months after the end of the entities fiscal year.
- F. The Contractors independent auditor shall be made aware of Office of Management and budget Circular (OMB) A-87, Cost Principles for State, Local, and Indian Tribal Governments, and OMB A-122, Cost Principles for Nonprofit Organizations in determining the allowability of costs. (A-87 and A-122 have been reclassified under the CFR as 2 CFR Part 225, and 2 CFR Part 230, respectively.)

21. Equal Opportunity Compliance

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

22. Other Provisions: Compliance with Grant Conditions

The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by this reference.

23. Enrollee Grievance and Appeal

The Contractor shall provide grievance and appeal procedures to participants at the time of enrollment and with any notice of disciplinary action or program ineligibility. [9.2.13.11 NMAC] and [9.2.13.12 NMAC]. A signed copy of such document will be submitted to the Agency Senior Employment Manager.

24. Invalid Term or Condition

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

25. 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.

26. Notices

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Agency:
NCNMEDD
Attn: Marcia A. Medina
3900 Paseo Del Sol
Santa Fe, NM 87507

Contractor:

27. Authority

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

28. Signatures

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2016.

Lincoln County

Legal Name of Vendor/Contractor

Signature

Printed/Typed Name of Signatory

Date

NCNMEDD Non Metro AAA

Name of Area Agency on Aging



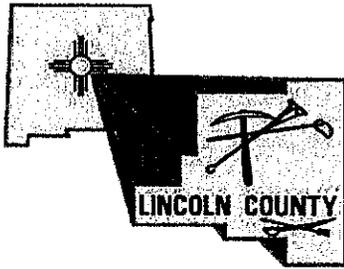
Signature

Tim Armer, Executive Director

Printed/Typed Name of Signatory

6/15/16

Date



www.lincolncountynm.gov

County of Lincoln

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

AGENDA Item No. 8

June 23, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: NM Department of Cultural Affairs (DCA) Proposed Reorganization of Historic Sites: Lincoln and Ft Stanton

Discussion: On May 25th, the plan to reorganize New Mexico Historic Sites Division was presented by the NM DCA Cabinet Secretary Veronica Gonzales to Historic Site Managers across the state. This reorganization called for a Reduction-in-Force (“RIF”) of existing Managers, including two in Lincoln County, with one overseeing the Lincoln Historic Site and the other overseeing the Ft. Stanton Historic Site. These two positions were to be replaced by one Regional Manager who would oversee both sites.

The public outcry from both Lincoln County residents and others outside the County who responded to this news in terms of the impact on the preservation of our heritage, was loud, immediate and wide-spread. Their voiced concerns regarding the announced reorganization include:

- Tourist visitations to Lincoln and Fort Stanton Historic Sites (and thereby the County and New Mexico) will be reduced;
- Deteriorated condition of buildings will worsen with reduced management and funding;
- Reduction of funding equates to unfair burden being placed on future opportunities for success;
- Both Lincoln and Ft. Stanton have been understaffed and underfunded for years; further cuts will be devastating;
- Combining two staffs under one Regional Manager will not work; it’s been tried before and failed;
- Morale of staff members and volunteers is low due to uncertainty, resulting in loss of both employees and volunteers.

See **Enclosure 1** for correspondence to Director Justin Najaka, State Personnel Board; Dr. Jeff Pappas, Director Historic Preservation Division; and Representative Zach Cook from Lynda Sanchez, author/historian, Lincoln, NM. See **Enclosure 2** for comments made by Dr. Lynne Sebastian, former NM State Historic Preservation Officer.

County representatives requested and were granted a meeting with Secretary Gonzales and her key staff members instrumental in developing reorganization plans. The need for the reorganization was triggered by significant reduction in the DCA budget due to cuts from state general fund allocations. Attending this meeting on behalf of the County were Commissioner Elaine Allen; Rory McMinn, President of Friends of Old Lincoln; Steve Duffy representing Fort Stanton Inc.; and myself.

Accompanying Secretary Gonzales were Dr. Jeff Pappas, Historic Preservation Director; Greg Geisler, the CFO of DCA; Loie Fecteau, Executive Director of NM Arts, who is working in a Communications capacity for DCA; and interim Attorney Leigh Brunner.

Secretary Gonzales explained that FY17's anticipated \$2.1 million budget deficit forced a major revision to their overall management model throughout all divisions and programs of DCA including: Historic Sites, NM Arts, Historic Preservation, Libraries, Museums, IT, the Office of the Secretary, and more. Across the board they have taken critical steps to function within the allotted budget, including: cutting back on non-essential spending, freezing non-critical assets, transferring those fund balances to personnel, not back-filling a number of positions (vacancies have grown from 60 to 90); bumping full-time employees to part-time; sharing personnel among departments, such as communications and security.

In addition to expense reductions, DCA implemented process changes and fee increases: reduced "free days" to one per month; increased entrance fees, implemented a "family pass" program. Along with those cost-cutting and revenue –increasing activities, DCA has been crafting a longer-range plan which strives to achieve a balanced budget through future years.

Dr. Pappas provided information about the longer-range plan, which adopts a strategic, streamlined management model across all divisions of DCA. With respect to Historic Sites, Regional Managers will be involved with educational and interpretive programs and exhibits at sites, and will also be tasked with grant writing, fundraising and cultivating relationships with friends groups and volunteers. *The proposed Organization Chart* for the Lincoln / Ft. Stanton Region identifies nine positions working under the guidance of the Regional Manager. (Total of 10 positions). Six of these positions are filled; three have been advertised and the Regional Manager Job description is under consideration by the Secretary's Office. The Regional Manager will have the flexibility to direct the work location of each employee, based on the location-demand at the time. **See Enclosure 3.** *The Current Organization Chart* for Lincoln and Ft. Stanton as stand-alone sites, identifies one Manager for Ft. Stanton, with three reporting employees; and one Manager for Lincoln, with seven reporting employees. (Total of 12 positions). **See Enclosure 4.** DCA anticipates greater efficiency and service to the Historic Sites under this innovative restructure.

From an immediate needs perspective, Dr. Pappas, along with 4 - 6 additional staff will be in Lincoln for Old Lincoln Days to assist with operations, and may be able to assist with the Ft. Stanton Live program, as well. From a longer-term perspective, DCA is interested in developing a working public-private partnership with the Friends groups, as well as including volunteer groups in their planning efforts.

This reorganization issue will be heard before the State Personnel Board on July 21, 2016. Secretary Gonzales will present the Department of Cultural Affairs' Long-Term Financial Plan for State Museums and Monuments to the Legislative Finance Committee, which meets in Ruidoso on Wednesday, July 27th at 1:30 p.m. **See Enclosure 5.**

Recommendation: Weigh the concerns of Lincoln County citizens to the budget constraints as presented by the Department of Cultural Affairs and determine the role and advocacy of the Commission. Direct Manager accordingly.

From: "Lynda & James Sánchez" <diamondinl@pvtnetworks.net>
To: "Justin Najaka" <Justin.Najaka@state.nm.us>, "jeff pappas" <jeff.pappas@state.nm.us>, "zachary cook" <zachary.cook@nmlegis.gov>
Cc: "Jerry Rogers" <jrogers@cnsn.net>, "Robert M. Utley" <oldbison@cox.net>, "Frederick Nolan" <frederickwnolan@aol.com>, "Michael McGarrity" <mmcgarrity@q.com>
Sent: Monday, 6 June, 2016 9:56:33 AM
Subject: Consolidation of Some Sites/jobs in NM; RIF??

Dear Mr. Najaka, Dr. Pappas and Mr. Cook:

My name is Lynda Sanchez, and I am a retired educator, and an author, historian residing in Lincoln, New Mexico. (my latest book is Apache Legends and Lore of Southern NM, From the Sacred Mountain). For years I have been involved with the preservation, restoration and interpretation of two very significant NM tourist and historic sites...Lincoln and Fort Stanton.

Governor Richardson appointed me to the Fort Stanton Commission to help save that absolutely fabulous Frontier Fort. And we did with the help of hundreds of people who care about their past and with legislative capital outlay monies as well. A society that does not respect its past has no future and this has proven true throughout history. It is an amazing site, as is Lincoln and they should be revered, not reduced in staff and disrespected as now seems the case. Additionally, we are reminded once again about how important it is to speak up when we believe an unfair burden is being placed on our past, and our future.

This so called RIF may be a good idea in some cases where not many structures are involved or tourist visitation is relatively low. And, like many, I surely believe in prudent spending but not at the expense of a devoted staff and a magnificent history that will suffer because of continued cuts. Actually, if you allocate dollars to our museums, historic sites and their intrepid and devoted staffs, you will see that money spent wisely and stretched beyond what most agencies accomplish!! Historians and museums are not the right places to downsize. There is much fat elsewhere that needs to be cut, believe me.

Here in Lincoln we have been way understaffed for several years and underfunded as well. The same goes for Fort Stanton. Both sites have a combination of over 80-90 structures! Lincoln is a National Historic Landmark (under the Natl. Park Service umbrella) and is known throughout the world. We have of late been understaffed by at least three individuals. Both sites require much more than the other historic sites in the state. One is a fledgling and new but important tourist destination; and the other is established and often inundated with tourists during the summer searching for the "elusive" Billy the Kid. Combining these two sites under one manager is not, at this time, a prudent move. In fact, it would be detrimental, and not applicable to the general idea of a RIF. It was tried temporarily before and the two Lincoln Managers soon found out that it was a burden to try and deal with both sites fairly. In other words, adding Fort Stanton ate their lunch.

Another foolish move is that for two or more years, MOU's have languished...volunteers are now quitting (at Fort Stanton) and their lucrative book store/gift shop is closed and thus no cash flow is coming into an already cash strapped historic site. Does this make sense? It involves poor leadership, and a lack of planning and foresight in many areas and needs to be addressed immediately.

As one who gave ten years of my life to trying to help save and preserve Fort Stanton (even wrote a book about the place, Fort Stanton, An Illustrated History) and who gave 80 plus tours of the place to people who finally decided to come down from Santa Fe to see why it was a valid option to add to our wonderful historical resources, I would also suggest you all do so again. **Walk the grounds of both places and then see why we need staff, funding and good leadership, not a RIF. I would even volunteer to give you that tour. Ask Mr. Jerry Rogers (NPS retired), Michael McGarrity noted NM author, and Fred Nolan (who wrote the intro for my Fort Stanton book and the classic books about the Lincoln County War) about those tours and the sites. Bob Utley, (NPS Chief Historian for years) also understands the importance of both sites and the need for staff!—not cuts. Contact these sources if you wish and I am sure you will get an earful.**

I sincerely hope that you reconsider this combo for the two sites listed herein and adding staff, not cutting staff. Not much money will be saved and low morale and poor service for interpretive programming, continued preservation efforts and tourist visitation will continue to be a black eye on our state and its leaders.

Respectfully

Lynda A. Sanchez, author/historian
Lincoln, New Mexico

ENCL 1

Nita Taylor

From: Nita Taylor
Sent: Friday, June 24, 2016 9:09 AM
To: Nita Taylor
Subject: FW:] Cost-saving measures to hit historic sites (New Mexico)

Forwarded from Lynda Sanchez: See comments of Dr. Lynne Sebastian, who formerly held the State SHPO, and has been involved in the educational and archaeological/historic preservation arena for many years.

We are all inclined to respond to this news in terms of the impact on preservation of our heritage, because that is very important to all of us.

When we push back about this, though, it's important to remember that the first concern of the people we are talking to -- legislators, etc. -- is, for good reason, economic. I plan to focus on the irony here: There is a slump in the oil and gas industry, so they are planning to layoff state employees who contribute directly to the \$6.1 billion tourism industry. This is like saying the price of beef is down, let's kill off the laying hens to save the cost of their feed. Revenue from tourism was UP 4.5% last year. If there need to be layoffs in state government to offset the declining revenue from oil and gas, shouldn't those layoffs concentrate on those areas of state government that manage and oversee the slumping industry, not the growing industry? It would be interesting to find out how many people have been laid off at the Oil Conservation Division, the State Land Office, etc.

Lynne

ENCL 2

New Mexico Department of Cultural Affairs
New Mexico Historic Sites

* Proposed "Regional" Organization
Revised 05/24/2016

Regional Sources
Cultural Secretary
74113

VACANT
Director
Division II
52922

Los Luneros

STRM
Farmwk, Farm &
Ranch - O

STRM
Farmwk, Farm &
Ranch - O

Deputy Director
AO 1

EXEC SEC ADMIN
ASST A

Finance
FINANCIAL SPEC - A

Cultural Resource
Program Manager
LINE I

Regional: Ft. Selden, Camino, Taylor

Regional: Coropado, Jemez

Regional: Lincoln, Ft. Stanton

Regional: Bosque Redondo/Ft. Sumner

VACANT
Regional Manager
STAFF

VACANT
Caretaker - O

VACANT
FOR CONSV WRKR - O

Ranger
FOR CONSV WRKR - O

VACANT
Regional Manager
STAFF

INSTRUCT COORD. - A

VACANT
FOR CONSV WRKR - O

VACANT
Ranger
FOR CONSV WRKR - O

Ranger
FOR CONSV WRKR - A

INSTRUCT COORD. - A

Ranger
FOR CONSV WRKR - O

Ranger
FOR CONSV WRKR - O

VACANT
Regional Manager
STAFF

INSTRUCT COORD. - A

VACANT
FOR CONSV WRKR - O

VACANT
FOR CONSV WRKR - O

Ranger
FOR CONSV WRKR - O

Ranger
FOR CONSV WRKR - O

VACANT
Ranger
FOR CONSV WRKR - A

Plant & Systems
Operator - O

MAINT & REPR - A

MAINT & REPR - O

Manager
LINE II

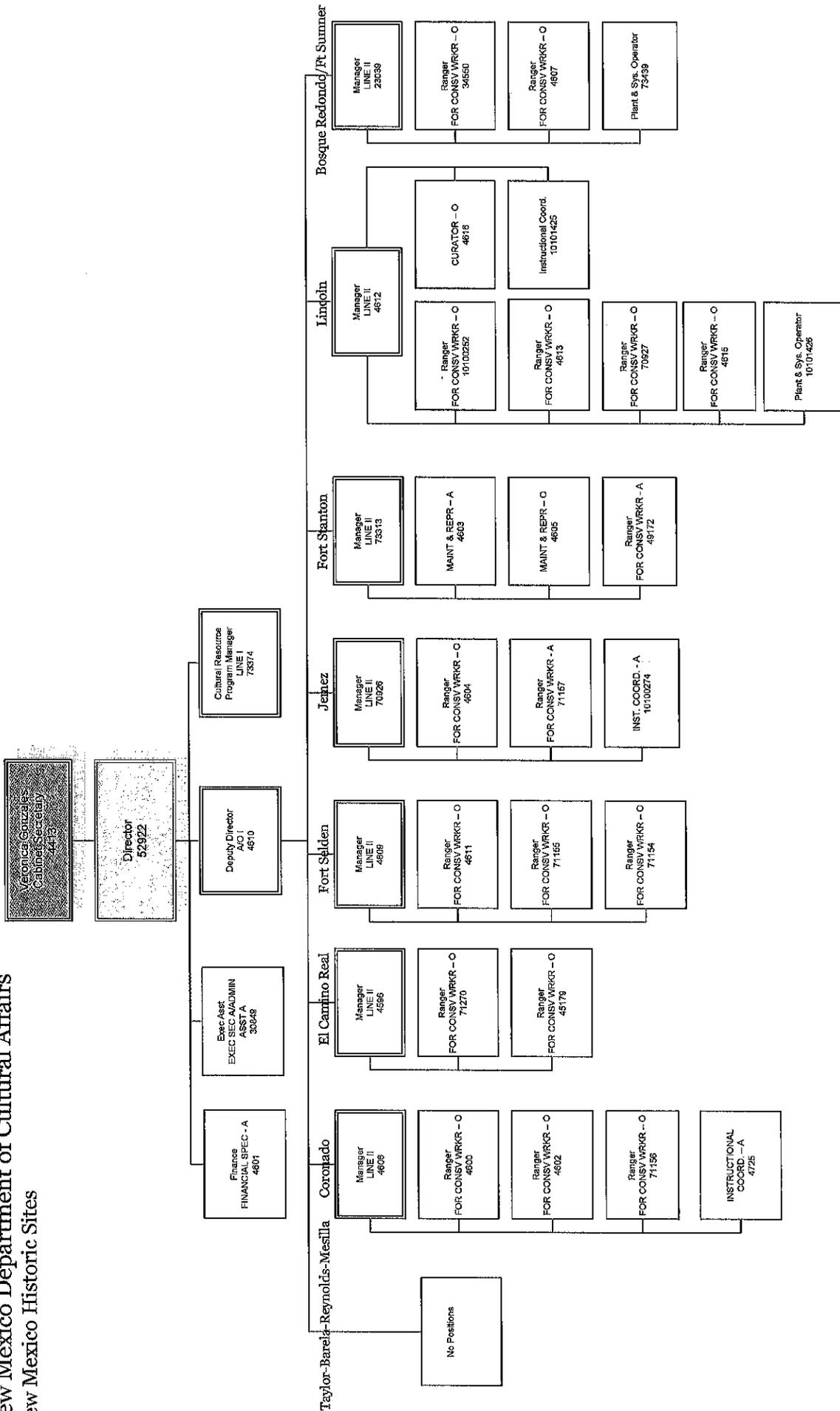
VACANT
Ranger
FOR CONSV WRKR - O

Ranger
FOR CONSV WRKR - O

Plant & Sys. Operator

Key:
Solid border - Filled
Dotted border - Vacant
Green - Regional Manager (Staff classification)

New Mexico Department of Cultural Affairs
New Mexico Historic Sites



An electronic copy of your presentation must be sent prior to the meeting to: lfc@nmlegis.gov. In addition, please provide 30 hard copies for the committee.

TENTATIVE AGENDA
Legislative Finance Committee
Ruidoso, New Mexico
July 27 - 29, 2016

Wednesday, July 27th

Meeting Location:
ENMU - Ruidoso
721 Mechem Drive
Ruidoso, NM 88345

- 8:30 -- Welcoming Remarks -- Tom Battin, Mayor, Village of Ruidoso (Invited); Preston Stone, Chairman, Lincoln County Commission (Invited)
- 9:30 -- Tourism Initiatives -- Rebecca Latham, Cabinet Secretary, Tourism Department
- Strategic Plan Update
 - Advertising Markets and Strategies
 - Analysis and Reporting
- 11:00 -- Progress Report: New Mexico Water Projects -- Michelle Aubel, Program Evaluator, Legislative Finance Committee; Tom Blaine, New Mexico State Engineer, Office of the State Engineer (Invited); Marquita Russell, Chief of Programs, New Mexico Finance Authority; Ryan Flynn, Secretary, New Mexico Environment Department, and Chair, Water Trust Board
- 12:00 -- Lunch
- 1:30 -- Long-Term Financial Plan for State Museums and Monuments -- Veronica Gonzales, Secretary, Department of Cultural Affairs
- FY17 Operating Budget and Staffing Levels
 - Funding from Foundations (Amounts and Uses of Funds)
 - Maintenance and Exhibit Issues
 - Plans to Reduce Costs and Increase Revenues
- 3:30 -- Behavioral Health Performance Report -- Wayne Lindstrom, CEO, Behavioral Health Collaboration
- Service Use and Spending
 - Performance and Outcomes
 - Cost and Benefit of Medicaid Expansion on Behavioral Health Services, Including Fiscal Impact on Non-Medicaid Behavioral Health Programs
- 5:00 -- Adjourn

Thursday, July 28th

Meeting Location:
ENMU - Ruidoso
721 Mechem Drive
Ruidoso, NM 88345

- 8:30 -- Accountability Report and Public Education Issues -- Dr. George Bickert, Superintendent, Ruidoso Municipal Schools; Jody Balch, Superintendent, Clovis Municipal School; Tom Burris, Superintendent, Roswell Independent Schools; TJ Parks, Superintendent, Hobbs Municipal Schools
- Student Performance
 - District Financial Conditions
 - Capital Outlay
- 10:30 -- Department of Health Developmental Disabilities Update on Budget, Litigation, and Waiting List -- Cathy Stephenson, Director, Developmental Disabilities Support Division

ENCL 5

LFC AGENDA, July 27 - 29, 2016

Page 2

12:00 -- Lunch

1:00 -- Department of Agriculture Employment Market Update -- Anthony Parra, Deputy Director, New Mexico Department of Agriculture; Dr. Jim Libbon, Interim Dean, New Mexico State University College of Agriculture, Consumer and Environmental Sciences; Dr. Ronaldo Flores, Incoming Dean, New Mexico State University College of Agriculture, Consumer and Environmental Sciences; Jason New, International Marketing Specialist, New Mexico Department of Agriculture; George Chappell, CEO, Southwest Cheese.

- Industry Economic Impact
- Market Growth Opportunities
- Cheese Plant Expansion Opportunities
- Industry Growth Hinderances

3:00 -- Travel to Ruidoso Downs

**26225 US-70
Ruidoso Downs, NM 88346**

3:30 -- The State of Horseracing in New Mexico: Industry, Compliance, and Enforcement -- Ray Willis, Chairman, New Mexico Racing Commission; Ismael "Izzy" Trejo, Executive Director, New Mexico Racing Commission; Ralph Vincent, President, New Mexico Horse Breeders Association; Shaun Hubbard, President, Ruidoso Downs; Joe Dee Brooks, Board Member, New Mexico Horsemen's Association; William Bunce, Executive Director, New Mexico Livestock Board

- Tour Ruidoso Downs

5:30 -- Adjourn

Friday, July 29th

**Meeting Location:
ENMU - Ruidoso
721 Mechem Drive
Ruidoso, NM 88345**

8:00 -- Department of Transportation Direction and Performance -- Tom Church, Secretary and Mike Friel, CFO

- Update on Federal and State Transportation Funding
- Port of Entry Initiative
- Major Investment Projects and Santa Teresa Initiatives

11:00 -- Miscellaneous Committee Business

Action Items

- 1) Approval of June 2016 Meeting Minutes

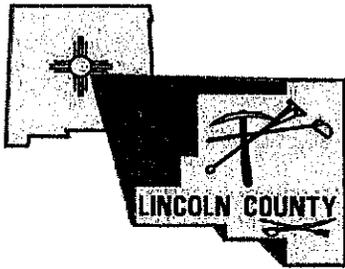
Review of Monthly Financial Reports & Information Items

- 1) Discussion Draft of LFC's FY18 Budget Guidelines
- 2) Economic and Revenue Update
- 3) Medicaid Cost-Containment Update
- 4) FY16 and FY17 LFC Budget Status
- 5) June 2016 BAR Report
- 6) June Cash Balance Report
- 7) June 2016 Full Time Employees by Agency
- 8) LFC Program Evaluation Status Report

11:30 -- Adjourn

If you require special accommodations such as an American Sign Language interpreter or reader to attend and participate in any scheduled Legislative Finance Committee meeting, please contact Sharon Boylan, (505) 986-4570 [TDD (505) 986-4657], at least five (5) working days prior to a scheduled meeting. Agendas and minutes of scheduled meetings can be made available in alternative formats upon request.

Revised 6/20/16



www.lincolncountynm.gov

County of Lincoln

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

AGENDA ITEM NO. 9

June 23, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Forest, Land and Natural Resources Matters

Smokey Bear Ranger District: Smokey Bear District Ranger Heather Noel will be in attendance to provide an update of activities in the Smokey Bear District.

Smokey Bear Ranger District has granted an Opportunity to Comment on the Diamond Peak Pipeline Project, which would extend the water distribution system on the Diamond Peak allotment to provide both wildlife and livestock with reliable water in an area where no dependable water currently exists. See **Enclosure 1**. Comments will be accepted and considered by the responsible official at any time prior to signing the decision. A decision on this proposal is expected July of 2016.

Cibola National Forest: The Cibola National Forest Plan Revision process continues to proceed in Phase II - Revision. The various landscape teams last week submitted preliminary comments to the Preliminary Draft Land and Resources Management Plan. Cooperating Agencies are reminded that as signatories to a Memorandum of Understanding with the Cibola National Forest, they must treat these comments as confidential.

Lincoln County Land and Natural Resources Advisory Committee (LANRAC), under the leadership of Robert Barber, is becoming more involved in the Forest Plan Revision processes.

The Cibola National Forest continues to be plagued with two major forest fires:

1. The North Fire on the Magdalena Ranger District, held at 36,246 acres as of June 23rd. This lightning caused fire started on May 21st and currently has 142 personnel assigned to the incident, and is 36% contained. See **Enclosure 2**.
2. The Dog Head Fire located 6 miles NW of Tijique, started on June 14th, is currently at 17,944 acres, and continues to be under investigation for cause. Twenty-four single residences and twenty-one minor structures have been burned. Total personnel assigned to the incident is 923. See **Enclosure 3**.

New Mexico State University Range Improvement Task Force is an interdisciplinary team of range scientists, ecologists, wildlife experts, agricultural economists and livestock specialists that provides information for use in resolving resource management conflicts. RITF provides sound, scientific information that helps ranchers, land managers and policy makers make decisions about natural resource management and public land use. RITF member Nicholas Ashcroft, Rangeland Management Specialist, has been particularly helpful to the County in understanding the need for use of scientific data, as well as the need to identify and require scientific measurement protocol that must be developed jointly, put in print, and adhered to by both government agencies and allotment owners.

South Central Mountain Resource & Conservation District Council. The federally funded Cedar Creek NFL thinning project has been completed, spending a total of \$261,688, leaving \$23.80 on the table. The 2014 Lincoln County WUI also received activity in the month, spending \$20,572 on projects in the Sonterra, Alto and Capitan areas. Approximately \$30,000 remains to be spend. Community Forester Rich Merrick is not able to provide an update this month.

Upper Hondo Soil & Water Conservation District. Laura Johnson, Program Coordinator will likely not be in attendance to report to the Commission, but has provided an Application Log of treatment areas from August, 2015 through June, 2016. See **Enclosure 4**.

Water Issues: Water Rights access on the State Engineer's Website has been unavailable. Information to be provided at Commission meeting.

Recommendation: None. For information only.

RECEIVED

JUN 22 2016

ADMINISTRATION
LINCOLN COUNTY NM

File Code: 1950
Date: June 17, 2016

Opportunity to Comment on the Diamond Peak Pipeline Project

Dear Forest Stakeholder:

The Lincoln National Forest, Smokey Bear Ranger District is proposing to extend the water distribution system on the Diamond Peak Allotment to provide both wildlife and livestock with reliable water in an area where no dependable water currently exists. The project area is located on the Smokey Bear Ranger District on the Diamond Peak Allotment. The legal location is T. 8 S., R. 11 E., sec. 35 of the New Mexico Principal Meridian.

This project announcement letter serves to initiate scoping, "an early and open process for determining the scope of issues to be addressed" (40 CFR 1501.7). Scoping is not limited to a single point in time; we will continue to accept and consider comments until an implementation decision is made. The purpose of scoping is to provide an opportunity for the public to provide early and meaningful comments on a proposed action prior to a decision being made by the responsible official. Public comments received in response to this solicitation will help the responsible official identify issues to be addressed in the environmental analysis for this proposal.

Objection and appeal opportunities cannot be provided on categorically-excluded projects (36 CFR 215 and 36 CFR 218). However, this policy does not limit the public's ability to comment on Forest Service projects and activities. Comments will be accepted and considered by the responsible official at any time prior to signing the decision. **A decision on this proposal is expected July of 2016.**

Background

In 2012, the Diamond Peak Allotment permittee submitted a request to install a new pipeline, storage tank, and drinker from a well on private land to the Diamond Peak Allotment on National Forest System lands. There is no dependable water on the allotment as springs in the area have been dry for years. Wildlife and livestock must access water on adjacent private land.

Project implementation would be completed in partnership with the Rocky Mountain Elk Foundation.

Description of Proposed Actions

A new pipeline would be constructed connecting an existing well on private land to a new storage tank and trough on National Forest System land. Project design would include a small overflow area for wildlife where the trough would be located. The project area is adjacent to the White Mountain Wilderness; however, no activities would occur in the wilderness area.

Pipeline construction will be completed using a rubber tire backhoe and metal track dozer with a ripper to bury the pipeline to prevent the line from freezing. The pipeline would be approximately 1 mile in total length. The storage tank will be approximately 5,000 gallons and would connect to a tire trough. The wildlife overflow area will be constructed to be approximately 20 feet by 20 feet. All construction and installation will also require the use of a rubber tire backhoe and dozer (or similar equipment) to



limit damage to soils and vegetation. Disturbed areas would be reseeded using native plants as needed if the area does not regenerate naturally.

The proposed action description and other information are available for review at the Smokey Bear Ranger District in Ruidoso, New Mexico. Additional information regarding these actions can be obtained from: George Douds, District Range Specialist, Ruidoso, NM 88345; 575-257-4095; gdouds@fs.fed.us; or on the Lincoln National Forest projects website - <http://www.fs.usda.gov/projects/lincoln/landmanagement/projects>.

Preliminary Review

My preliminary assessment is that this proposal has the potential to fall under categorical exclusion 36 CFR 220.6(e)(6)—*Timber stand and/or wildlife habitat improvement activities that do not include the use of herbicides or do not require more than 1 mile of low standard road construction*. Categorical exclusions are a category of actions that do not individually or cumulatively have a significant effect on the environment; therefore, neither an Environmental Assessment nor an Environmental Impact Statement is required (40 CFR 1508.4). I have reviewed the project proposal in cooperation with Forest Service environmental specialists. This preliminary review has identified no extraordinary circumstances that would preclude use of the categorical exclusion cited above.

How to Submit Comments

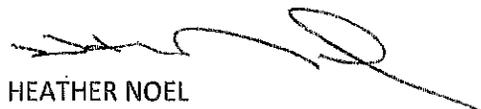
Electronic comments including attachments may be submitted by email in word (.doc), rich text format (.rtf), text (.txt), or hypertext markup language (.html) to comments-southwestern-lincoln-smokey-bear@fs.fed.us and include the project title in the subject line. Written comments may also be addressed to: Heather Noel, Smokey Bear District Ranger, c/o Peggy Luensmann, 901 Mechem Drive, Ruidoso, NM 88345; or faxed to 575-257-6174. Oral or hand-delivered comments must be received within our normal business hours of 8:00 a.m. to 4:00 p.m. at this office via telephone at (575) 257-4095; or in person; or at an official agency function (i.e. public meeting) that is designed to elicit public comments.

Comments should clearly articulate the reviewer's concerns and contentions. Comments should be within the scope of the proposed action, have a direct relationship to the proposed action, and must include supporting reasons for the Responsible Official to consider.

Anyone submitting comments are asked to provide their name and postal mailing address so that they can be added to the project mailing list. Names and contact information submitted with comments will become part of the public record and may be released under the Freedom of Information Act. Comments submitted anonymously will be considered; however, anonymous comments will not provide the Agency with the ability to provide the respondent with subsequent environmental documents.

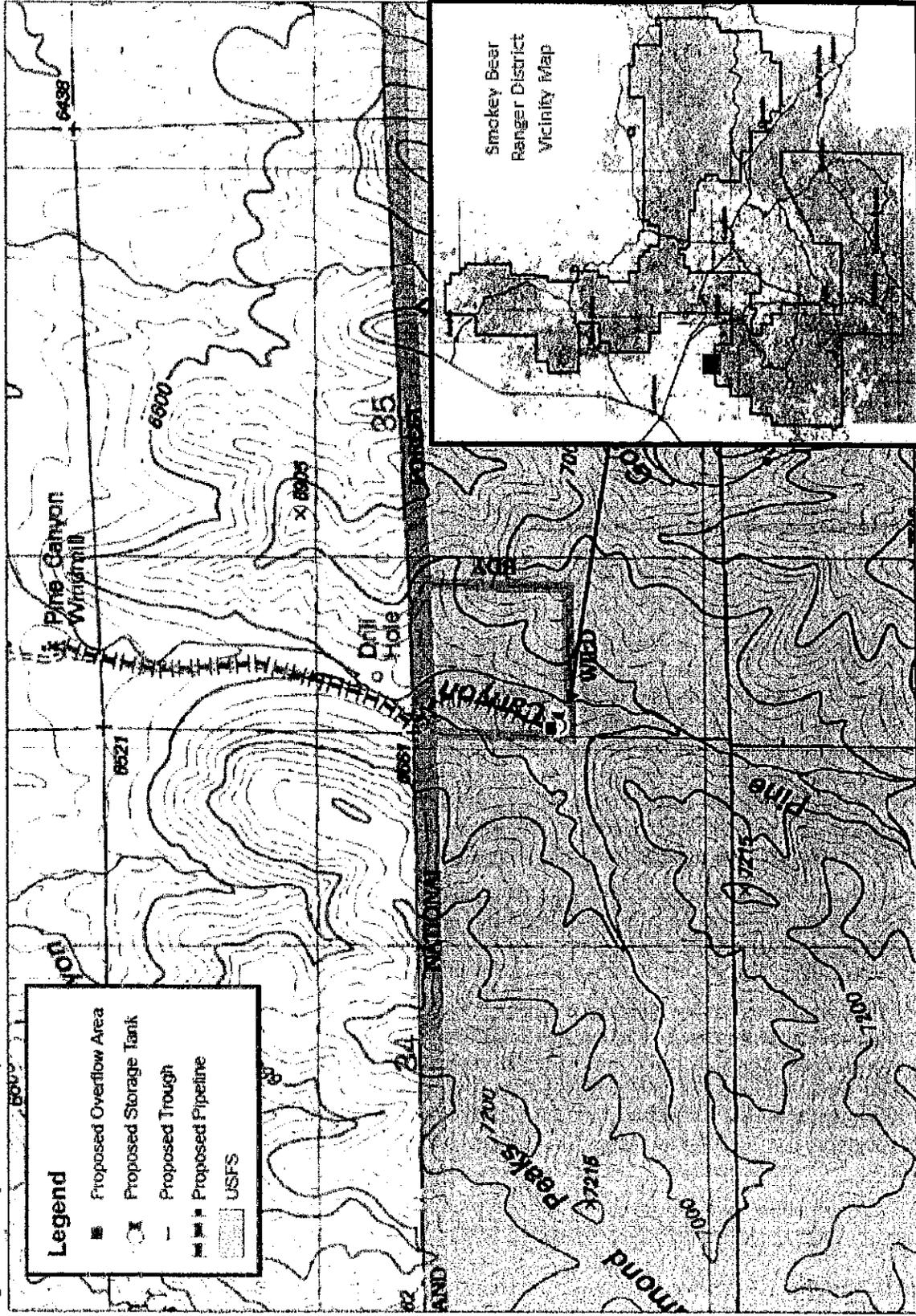
Thank you for your interest in the Lincoln National Forest.

Sincerely,



HEATHER NOEL
District Ranger

Figure 1. Project Area Map



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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov (link sends e-mail).

USDA is an equal opportunity provider, employer and lender.



The North Fire Held at 36,246 Acres

Magdalena, NM; June 23, 2016 – The North fire on the Magdalena Ranger District held at 36,246 acres; at 36% containment. The lightning-caused fire started on May 21st and is located in the San Mateo Mountains, 25 miles southwest of Magdalena, NM. It continues to be actively managed for multiple resource benefits.

Crews continue to patrol and mop up to keep fire within existing perimeter. Fire behavior was minimal do to the cloud cover and increased relative humidity, although no significant moisture fell on the fire area. Backing fire in ponderosa pine stands is still occurring, meeting resource objectives. Some smoke can be expected as pockets of unburned fuel in the fire's interior ignite. Fire behavior and effects are being assessed to ensure they meet incident objectives. Point protection is being provided to maintain private and infrastructure values. There are currently 142 personnel assigned to the incident.

The weather forecast through the weekend calls for possible afternoon and evening thunderstorms. Though moderate fire behavior will limit smoke production, the community of Magdalena and surrounding areas should be cautious of smoke impacts. Visit the New Mexico Department of Health visibility test to determine smoke impacts in your area at: <https://nmtracking.org/fire>. The New Mexico Air Quality Bureau has placed a smoke monitor at the Magdalena Ranger District Administrative Site, located off County Road 107, in Magdalena, NM. The smoke monitoring websites is: <http://app.airsis.com/USFS/fleet.aspx>. Smoke will continue to be visible from US Highway 60 west of Magdalena, NM.

A temporary Area Closure Order has been issued for the vicinity of the North Fire. All National Forest System lands, roads, and trails within the closure area are closed to public use. Due to the severe fire danger, and to protect public health and safety, Stage I fire restrictions have been implemented on the Magdalena Ranger District of Cibola National Forest and National Grasslands.

For more information, please contact the Magdalena Ranger District at 575-854-2281, or visit the New Mexico Fire Information website at www.nmfireinfo.com , Twitter: @Cibola_NF, www.facebook.com/cibolanf, and <http://inciweb.nwcg.gov/>.

Cheers,
Cindy



Cynthia Wolfe
District Fire Information Officer
Forest Service
Cibola National Forest and National Grasslands
Magdalena Ranger District

p: 575-854-2281
c: 575-418-7875
f: 575-854-2332
cwolfe@fs.fed.us

PO Box 45
203 First Street
Magdalena, NM 87825
www.fs.fed.us



Caring for the land and serving people

To: rita.bates@state.nmus; Russell, Clifton L -FS; swa_fire_info@yahoo.com; Wolfe, Cynthia D
-FS; wtefft@publiclands.org; Zabinski, Mary E -FS
Subject: Dog Head Fire Update 6/20/2016 10:25 AM



SOUTHWEST INCIDENT MANAGEMENT TEAM #1
Bea Day, Incident Commander



Fire Information: 855-585-5546, 855-585-5547, 855-581-3861, 855-581-3862 (8am – 8pm)
Evacuation / Road Info: 855-620-1747, 855-620-1746, 855-615-5195, 855-615-5196, 888-308-3120 (24 hr.)

Firefighters Continue Aggressive Suppression Operations
DOG HEAD FIRE UPDATE – 6/20/2016, 8:00 A.M.

Acres: 17,944 based on infrared flight
Cause: Under Investigation
Jurisdiction: Cibola National Forest, NM State Forestry, Southern Pueblo Agency/BIA, BLM
Location: 6 miles NW of Tajique, NM
Vegetation: Heavy fuels, dead and down timber, ponderosa pine stands
Damage Assessment: 24 single residences and 21 other minor structures
Total Personnel: 923

Containment: 9%
Start Date: June 14, 2016

UPCOMING COMMUNITY MEETINGS

TONIGHT
East Torrance County Water Conservation District
715 S. Main Street, Estancia, NM
starting at 7:00 p.m.

TUESDAY
Roosevelt Middle School
11799 South Highway 14, Tijeras, NM
starting at 4:30 p.m.

Today, firefighters will continue to patrol and hold fireline around the fire's entire perimeter, as well as mopping up and securing critical areas. Crews will also be constructing contingency lines on the northwest side of the fire.

There was good overnight humidity recovery in the fire area last night, which will delay the burn period today. However, as temperatures warm and vegetation dries out, pockets of heat may become more active in the afternoon.

The east side of the fire is expected to be the most active. When wind, topography, and fuels line up, there is the potential for increased fire behavior. With today's southeast winds, most of the push on the east side of the fire will be back into the black. However with the many long fingers of fire in this area, firefighters will be watching for small isolated areas that line up with the winds that could make westward runs. Single and group tree torching will continue in this area.

On the southwest side of the fire, variable winds are expected this morning. However, winds from the east in the afternoon may push the fire to the west. On the west side of the fire, easterly winds will prevail, testing the fireline. However, as mop-up strengthens the fireline, the likelihood of spotting diminishes. On the northeast side of the fire southeast winds will test the work completed along the lines. Fire crews will remain vigilant, watching for potential spotting across the line with gusty afternoon winds, as new spots are expected to burn aggressively and grow quickly, especially late in the day.

The strategy for this fire is full suppression. Incident objectives include providing for the safety of firefighters and the public, while protecting values at risk.

Smoke sensitive individuals and people with respiratory problems are encouraged to take precautionary measures. Information on air quality and protecting your health can be found online at the New Mexico Department of Health website at <https://nmtracking.org/fire>.

Additional fire information, maps, and photos are available on: <http://inciweb.nwcg.gov>, <http://nmfireinfo.com>, <http://facebook.com/dogheadfire/>, and <http://twitter.com/dogheadfireinfo>.

QR Codes



Facebook



Inciweb

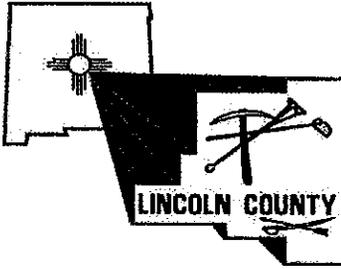


NM Fire Info



Sharma Chavez
Support Services Specialist
Forest Service
Region 2 Regional Office, Renewable Resources, Resource Information
Phone: 303-275-5027
Cell: 303-248-6807
Fax: 303-275-5075

Application Log				
Total Acres recorded:		287.87 acres		
Date	Description(Area)	Target Plant	Coordinates	Acres/ sq ft
8/26/15 - 8/28/15	CR B008	Cocklebur	105 18' 31.871" W 33 47' 35.552" N	3.1 Miles
8/26/15 - 8/28/16	CR B009	Cocklebur	105 18' 22.447" W 33 49' 31.93" N	1.2 miles
9/ 2/15 - 9/4/15	CR B010	Cocklebur	105 17' 32.179" W 33 51' 12.74" N	15.7 miles
9/23/15 - 9/25/15	CR B007	Cocklebur	105 19' 13.727" W 33 45' 28.7" N	31.5 miles
5/23/2016	Bonita Lake Rd	Thistle/ Teasle/ Hemlock	105 40' 54.926" W 33 27' 1.492" N to 104 41' 36.725" W 33 27' 6.798" N 105 42' 39.126" W 33 27' 6.043" N to 105 43' 4.581" W 33 27' 15.429" N 105 43' 40.863" W 33 27' 13.522" N to 105 46' 16.212" W 33 27' 47.043" N	Approx. 57.5 acres/ 4.566 miles of road
6/10/2016	Bogle Rd.	Yellow Clover/ Sunflower	105 33' 13.506" W 33 40' 15.269" N To 105 32' 30.547" W 33 49' 23.493" N	Approx. 26 acres/ 10.75 miles
6/6/2016	Bramble LN/ Thistle/ Wild Rose CIR	Hoary Cress/ Thistle	105 39' 30.389" W 33 26' 37.915" N	Approx. 2.5 acres/ 1 Mile
6/2/2016	Little Creek Rd	Thistle	105 26' 2.184" W 33 25' 28.47" N	Approx 12 acres/ 5 Miles
6/3/2016	Little Big Horn Rd	Thistle	105 35' 25.675" W 33 25' 27.805" N	Approx 1 acre/ 1/2 mile
6/3/2016	Hill Country Rd/ Cinch Rd/ Saddleback/ Antler/ Reindeer	Thistle	105' 37" 21.863" W 33 25' 15.095" N	Approx 9 Acres/ 4 miles
Not Done	Paso Monte	Thistle		
6/6/2016	Nogal Hill	Dalmation Toadflax/ Thistle	105 42' 23.806" W 33 33'6.498" N To MM 6	100' acres/ 5.5miles
6/2/2016	Captain Fairgrounds	Kochia	105 34' 28.017" W 33 32' 26.488" N	5 acres
6/7/2016	Gavilan Canyon Road	Thistle	105 40' 38.611" W 33 23' 30.352" N - 105 37' 38.01" W 33 19' 26.544" N	Approx. 14.5 acres/ 6 miles
6/15/16 started-too windy to finish	Grindstone Lake	Thistle	105 41' 3.624" W 33 19' 24.685" N	10 acres
6/15/16 In Process	Grindstone Disc Golf	Thistle	105 40' 57.863" W 33 19' 24.374" N	20 acres
6/6/2016	Alto Lake	Thistle/ Hemlock	105 40' 37.792" W 33 23' 47.071" N	15 acres
6/7/2016	Eagle Creek Sports Complex & Surrounding Areas	Thistle/ Teasle/ Hemlock	105 41' 3.94" W 33 23' 52.31" N	8 acres
6/16/2016	Indian Divide Rd	Cockleburs/ Thistle	105 39' 32.176" W 33 35' 26.149" N to 105 39' 38.117" W 33 36' 43.215" N	3.87 acres/ 1.6 miles
5/23/16 Started	Devils Canyon	Thistle	105 29' 39.27" W 33 27' 21.75" N	1 acre
Not Done	Senior Center Honda	Kochia		Approx. 4 Acres
6/16/2016	Cora Dutton- HWY 37	Thistle	105 40' 22.59" W 33 31' 8.18" N	2.5 acres/ 1 Mile
Total Area Sprayed 6/16/2016				Approx. 287.87 acres



www.lincolncountynm.gov

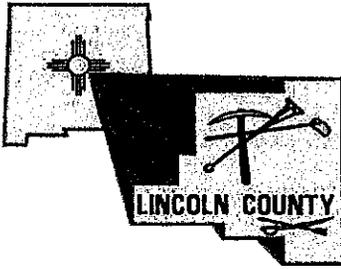
County of Lincoln

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

Agenda Item No. 10

SUBJECT

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



www.lincolncountynm.gov

County of Lincoln

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

AGENDA Item No. 11

June 24, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Preliminary Infrastructure Capital Improvement Plan

Discussion: The Infrastructure Capital Improvement Plan is continually evolving as current projects sometimes remain on the list until completion while new projects are identified as existing buildings and equipment age or become obsolete, or circumstances require additional infrastructure. Normally, the starting point of a new fiscal year ICIP is the prior year's ICIP with updates. See **Enclosure 1** for the FY2018 – 2022 ICIP adopted by the Commission last year. See **Enclosure 2** for the total awards in the County, including municipalities, solid waste authority, Sun Valley Water and Sanitation District. The total for the County is \$1,083,200, less than half of the prior year's allocation of \$2,355,810.

The expansion/renovation of the Detention Center continues to one of the County's top priorities, and we are seeking Commission input today. The County received a 2014 Legislative Capital Appropriation in of \$161,370, which has a reversion date of June, 2018. In order to use the funds, the completion of a stand-alone portion of the project must be possible (ie., renovation of medical facilities). Matching funds from other sources may be used. Mr. Bob Calvani, with NCA Architects designed the current Detention Center, with rough plans at that time for expansion. Given today's key needs and the priorities tied to those needs, he will present step x step options for expansion. See **Enclosure 3** for multi-phase preliminary plan for expansion.

The Final Commission-approved ICIP must be submitted to DFA by September 2, 2016, requiring a decision during its August meeting. Based on your direction, a revised draft ICIP be presented to the Commission in July for additional fine-tuning, and again in August for final approval.

Recommendations: Provide ICIP input and direction.

Infrastructure Capital Improvement Plan FY 2018-2022

Lincoln County Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2018	2019	2020	2021	2022	Total Project Cost	Amount Not Yet Funded	Phases?
31205	2017	001	Ruidoso Health Center Heating/Cooling Unit	Health-Related Cap Infra	0	60,000	0	0	0	0	60,000	60,000	No
23877	2017	002	Expand White Oaks Fire Station	Fire	45,000	255,000	0	0	0	0	300,000	255,000	No
28733	2017	003	Expand Detention Center	Domestic Violence Facilities	163,000	537,000	0	0	0	0	700,000	537,000	No
31200	2017	004	Lincoln County Medical Center Renovation	Health-Related Cap Infra	0	17,000,000	16,000,000	0	0	0	33,000,000	33,000,000	Yes
31468	2017	005	3 Miles - County Road Repaving	Hiways/Roads/Streets/Bridges	0	500,000	500,000	500,000	500,000	500,000	2,500,000	2,500,000	Yes
31466	2017	006	Senior Center Program Wide Equipment	Senior Facilities	0	100,000	0	0	0	0	100,000	100,000	No
31467	2017	007	Senior Center Program Wide Vehicle Replacement	Senior Facilities	0	100,000	0	0	0	0	100,000	100,000	No
31508	2017	008	Senior Center Program Wide Building Upgrades	Senior Facilities	0	100,000	0	0	0	0	100,000	100,000	No
24125	2018	001	New Road Yard	Adm/Service Facilities (local)	0	0	560,000	0	0	0	560,000	560,000	No
24124	2018	002	Improve Fairgrounds	Convention Facilities	0	0	120,000	0	0	0	120,000	120,000	No
29713	2018	003	New Horizons Health Center Renovations	Health-Related Cap Infra	70,810	0	429,190	500,000	500,000	0	1,500,000	1,429,190	Yes
28949	2019	001	Live Fire Training Facility	Fire	0	0	0	700,000	0	0	700,000	700,000	No
29037	2019	002	Water Crossings At Fairgrounds	Public Safety Equipment/Bldgs	0	0	0	700,000	0	0	700,000	700,000	No
27264	2020	001	Glencoe Bridge	Hiways/Roads/Streets/Bridges	0	0	0	0	100,000	0	100,000	100,000	No

ENC 1

2016 FUNDED CAPITAL OUTLAY PROJECTS

LINCOLN COUNTY

Capitan Depot Musseum Improvements	\$25,000
Capitan SCADA Water Sytem Improvements	\$25,000
Capitan Street Resurfacing	\$104,000
Carrizozo Truck/Trailer Purchase and Equipment	\$120,000
Corona Public Schools Distict Vehicle Purchase	\$30,000
Corona Red Cloud Well Repair	\$10,000
Corona Well Improvements	\$60,000
Lincoln County Building Ruidoso Heating/Cooling Eqipment Purchase/Install	\$60,000
Lincoln County Greentree Solid Waste Recycling Baler Purchase	\$20,000
Lincoln County Greentree Solid WasteTransfer Trailer Purchase	\$50,000
Ruidoso Fire Mitigation Program	\$70,000
Ruidoso Convention Center Improvements	\$154,200
Ruidoso Downs Hubbard Museum Improvements	\$230,000
Ruidoso Recreation Facilitiy Construct	\$100,000
Sun Valley Water & Sanitation Disrtict Residential Water Meters	\$25,000

TOTAL \$1,083,200

GENERAL OBLIGATION BONDS

ENMU-Ruidoso Classrooms & Student Space	\$700,000
Ruidoso Community Center Renovate	\$12,800
TOTAL	\$712,800

NONE VETOED

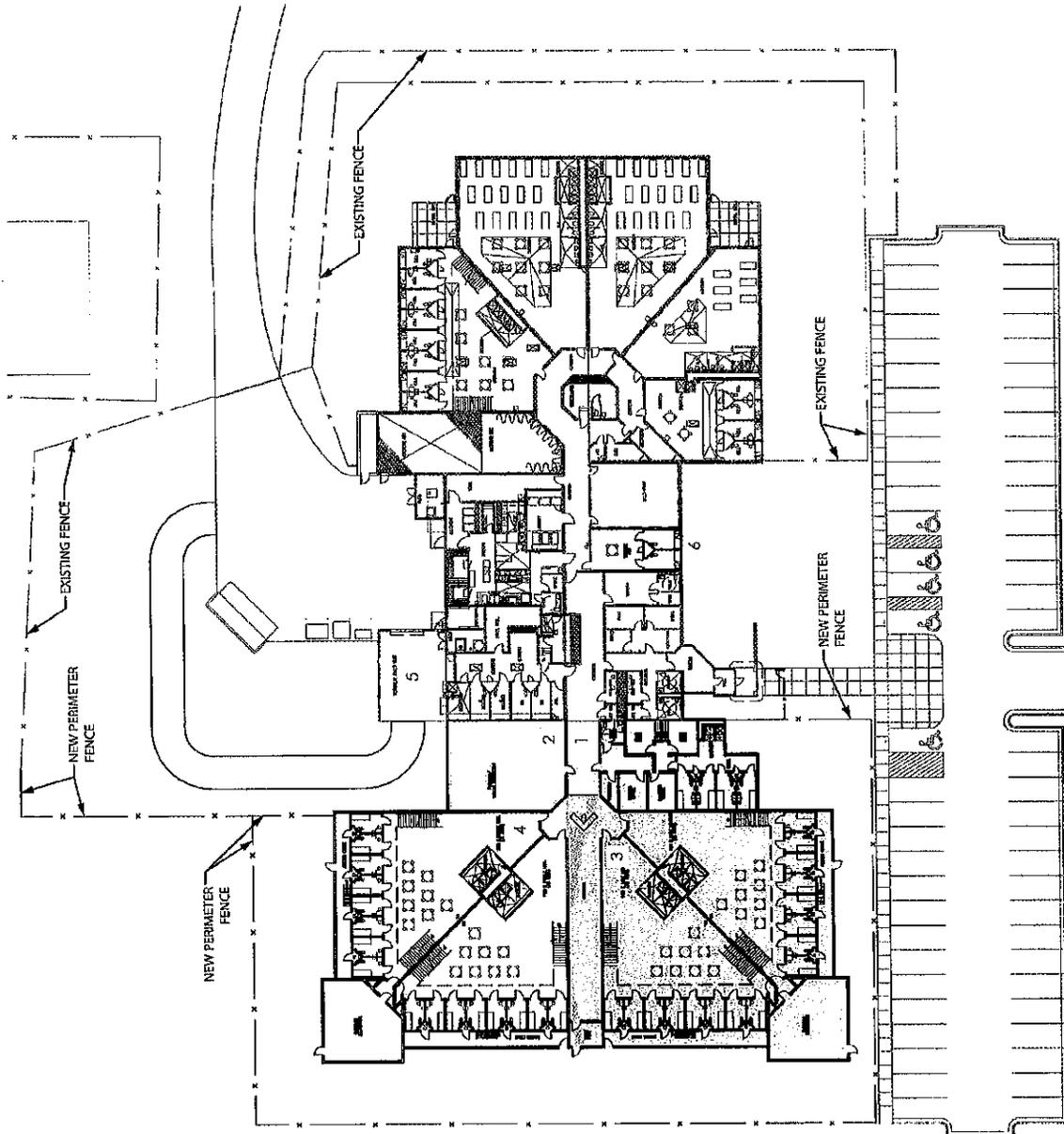
LINCOLN COUNTY
DETENTION CENTER
STUDY

CARRIZO,
NEW MEXICO

JUNE 28, 2016



ARCHITECTS - PLANNERS - IA



FIRST LEVEL FLOOR PLAN



ENCL 3

**LINCOLN COUNTY DETENTION CENTER MULTIPLE PHASE PROJECTS
PRELIMINARY COST ESTIMATES**

1. Medical Suite and Corridor Extension (1)

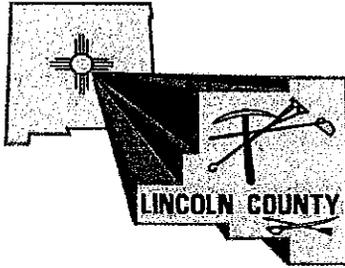
Medical Suite	1,417 sf x 240/sf	340,080
Corridor Extension	350 sf x 200/sf	70,000
Isolation cells	2 modules x 54,000	<u>108,000</u>
Sub-Total		518,080
10% Contingency		<u>51,808</u>
Total		569,888 plus NMGRT

2. Medical Suite (1) and Indoor Rec/Program Space (2)

Medical Suite	1,417 sf x 240/sf	340,080
Corridor	350 sf x 200/sf	70,000
Isolation Cells	2 modules x 54,000	108,000
Indoor Rec./Program	1,388sf x 210/sf	<u>291,480</u>
Sub-Total		809,560
10% Contingency		<u>85,120</u>
Total		894,680 plus NMGRT

3. Medical Suite (1) and Female Pod (3)

Medical Suite	1,417 sf x 240/sf	340,080
Corridor	350 sf x 200/sf	70,000
Isolation Cells	2 modules x 54,000	108,000
Female Pod	4,324 sf x 240/sf	1,037,760
Outdoor Rec/Chase	1,397 sf x 180/sf	251,460
Cell Modules	16 modules x 54,000	864,000
Corridor	1,402 sf x 200/sf	<u>280,400</u>
Sub-Total		2,951,700
10% Contingency		<u>295,170</u>
Total		3,246,870 plus NMGRT



County of Lincoln

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

www.lincolncountynm.gov

June 17, 2016

AGENDA ITEM 12

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *mt*

SUBJECT: Safety Net Care Pool & Indigent Health Care Claims

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

Discussion:

Safety Net Care Pool Authorizations: This month our coordinator processed Eighteen (18) claims. Seventeen (17) are recommended for approval and one (1) is recommended for disapproval. If approved, the total recommended authorization this month is **\$10,033.25**. See Enclosure. 1.

Indigent Health Care Claims: This month our coordinator processed Nine (9) claims. Seven (7) are recommended for approval and two (2) are recommended for disapproval. If approved, total recommended payment this month is **\$12,388.43**. See Enclosure 2. At Enclosure 3 is the summary of the Indigent Fund Meeting for June and a year to date total of applications approved and denied per provider.

Manager's Analysis – For the last two years, the average Indigent Health Care monthly payments were **\$16,919** and **\$5,304** respectively. The FY 14 - 15 year-end total was **\$63,642**. This year, the total expenditure is \$83,927.55 or an average of \$6,993.96 a month.

Similarly, for the last two fiscal years, the total Commission-approved Sole Community Provider Claims were **\$1,034,535** and **\$254,747** respectively. The FY 14 - 15 monthly average was **\$21,229**. The Safety Net Care Pool total authorization, this year, is \$209,265.37 or an average of \$17,438.78 a month.

Recommendation: Approve and disapprove the claims as indicated for the Safety Net Care Pool report at Enclosure 1 and approve and disapprove the claims in the Indigent Health Care Program report as indicated at Enclosure 2.

Approved: _____

Preston Stone

SCP / SAFETY NET CARE POOL CLAIMS FISCAL YEAR 2015 - 2016

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$199,232.12

ADJUSTMENTS

TOTAL ADJUSTMENTS: \$0.00 \$0.00

JUNE # CLAIMS FOR APPROVAL 17
CLAIMS FOR DENIAL 1
JUNE # TOTAL CLAIMS 18

JUNE TOTAL \$ AMOUNT APPROVED \$10,033.25

TOTAL # CLAIMS THIS FY APPROVED 202
TOTAL # CLAIMS THIS FY DENIED 24
TOTAL # CLAIMS FY 2015 - 2016 226

TOTAL APPROVED THIS FISCAL YEAR \$209,265.37

FACILITY: LINCOLN COUNTY MEDICAL CENTER 06/28/2016 THROUGH 06/28/2016

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
21339	04/22/2016	690.53	531.71	077%
21364	04/18/2016	118.00	90.86	077%
21340	04/29/2016	1176.00	905.52	077%
21341	04/28/2016	14.44		000%
PATIENT'S BILL IS BELOW \$50				
21342	04/27/2016	784.00	603.68	077%
21343	04/07/2016	917.80	706.71	077%
21344	04/28/2016	474.40	365.29	077%
21345	05/13/2016	99.00	76.23	077%
21346	06/03/2016	99.00	76.23	077%
21347	05/10/2016	831.00	639.87	077%
21349	04/15/2016	500.00	385.00	077%
21351	04/28/2016	289.49	222.91	077%
21352	02/15/2016	81.40	62.68	077%
21353	02/17/2016	1680.87	1294.27	077%
21354	05/07/2016	16869.00	2783.47	017%
21357	04/27/2016	913.20	703.16	077%
21359	04/29/2016	509.00	391.93	077%
21360	05/26/2016	251.60	193.73	077%
			10033.25	

APPROVED- 17 REJECTED- 1

INDIGENT HEALTH CARE CLAIMS FISCAL YEAR 2015 - 2016

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$71,539.12

ADJUSTMENTS

TOTAL ADJUSTMENTS: 0

JUNE # CLAIMS FOR APPROVAL 7

CLAIMS FOR DENIAL 2

JUNE # TOTAL CLAIMS 9

JUNE TOTAL \$ AMOUNT APPROVED \$12,388.43

TOTAL # CLAIMS THIS FY APPROVED 99

TOTAL # CLAIMS THIS FY DENIED 11

TOTAL # CLAIMS FY 2015 - 2016 110

CURRENT TOTAL APPROVED THIS FISCAL YEAR \$83,927.55

*Assuming the above is approved

FACILITY: FRONTIER MEDICAL 06/28/2016 THROUGH 06/28/2016

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
21361	05/16/2016	220.00	220.00 100%
			220.00

APPROVED- 1 REJECTED-

FACILITY: GERALD CHAMPION REGIONAL MED CTR 06/28/2016 THROUGH 06/28/2016

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
21365	01/25/2016	2540.78	1956.40 077%
21350	01/25/2016	98.37	75.74 077%
			2032.14

APPROVED- 2 REJECTED-

FACILITY: LINCOLN COUNTY RADIOLOGY 06/28/2016 THROUGH 06/28/2016

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
21348	05/10/2016	127.00	97.79 077%
			97.79

APPROVED- 1 REJECTED-

FACILITY: NEW MEXICO ONCOLOGY HEMATOLOY 06/28/2016 THROUGH 06/28/2016

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
21358	04/27/2016	50.00	38.50 077%
			38.50

APPROVED- 1 REJECTED-

FACILITY: PRESBYTERIAN HOSPITAL 06/28/2016 THROUGH 06/28/2016

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
21355	05/29/2016	12411.00	7138.18 058%
21356	05/26/2016	4092.00	2861.82 070%
			10000.00

APPROVED- 2 REJECTED-

FACILITY: RUIDOSO PHYSICAL THERAPY, INC. 06/28/2016 THROUGH 06/28/2016

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
21362	04/12/2016	17.63	000%
PATIENT'S BILL IS BELOW \$50			
21363	04/07/2016	26.43	000%
PATIENT'S BILL IS BELOW \$50			

APPROVED- REJECTED- 2

INDIGENT FUND MEETING

JUNE 28, 2016

TOTAL APPLICATIONS	27	22,421.68
TOTAL APPROVED	24	
TOTAL DENIED	3	
RUIDOSO		
FRONTIER MEDICAL		220.00
APPROVED-	1	
DENIED-		
ALAMOGORDO		
GERALD CHAMPION REGIONAL MED CTR		2,032.14
APPROVED-	2	
DENIED-		
RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		10,033.25
APPROVED-	17	
DENIED-	1	
ALTO		
LINCOLN COUNTY RADIOLOGY		97.79
APPROVED-	1	
DENIED-		
ALBUQUERQUE		
NEW MEXICO ONCOLOGY HEMATOLOY		38.50
APPROVED-	1	
DENIED-		
ALBUQUERQUE		
PRESBYTERIAN HOSPITAL		10,000.00
APPROVED-	2	
DENIED-		
RUIDOSO		
RUIDOSO PHYSICAL THERAPY, INC.		
APPROVED-		
DENIED-	2	

YTD

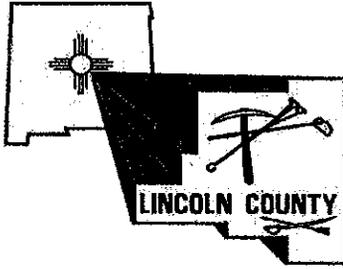
INDIGENT FUND MEETING

JUNE 28, 2016

TOTAL APPLICATIONS	336	293,192.92
TOTAL APPROVED	301	
TOTAL DENIED	35	
ALBUQUERQUE		
ANESTHESIA ASSOCIATES OF NM		2,399.32
APPROVED-	2	
DENIED-		
RUIDOSO		
DONA ANA MEDICAL SUPPLY DBA LINC		364.22
APPROVED-	4	
DENIED-		
ROSWELL		
EASTERN NM MEXICO MEDICAL CNTR		5,926.00
APPROVED-	1	
DENIED-		
RUIDOSO		
FRONTIER MEDICAL		2,420.00
APPROVED-	8	
DENIED-		
ALAMOGORDO		
GERALD CHAMPION REGIONAL MED CTR		40,212.16
APPROVED-	64	
DENIED-	3	
RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		209,265.37
APPROVED-	202	
DENIED-	24	
ALTO		
LINCOLN COUNTY RADIOLOGY		1,237.15
APPROVED-	5	
DENIED-	1	
RUIDOSO		
MICHAEL P CLEMENTS, M.D.		68.22
APPROVED-	1	
DENIED-	3	
ALBUQUERQUE		
NEW MEXICO ONCOLOGY HEMATOLOY		1,062.38
APPROVED-	6	
DENIED-	2	
ALBUQUERQUE		
PRESBYTERIAN HOSPITAL		29,238.10
APPROVED-	6	
DENIED-		

RUIDOSO		
RUIDOSO HOME CARE & HOSPICE		1,000.00
APPROVED-	2	
DENIED-		

RUIDOSO		
RUIDOSO PHYSICAL THERAPY, INC.		
APPROVED-		
DENIED-	2	



www.lincolncountynm.gov

County of Lincoln

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

AGENDA ITEM 12a

June 20, 2016

MEMORANDUM

TO: County Commissioners

FROM: Scott Annala, IHC Administrator *mt*

SUBJECT: Old Sole Community Provider Claim

PURPOSE: To obtain the approval from the IHC Board of Sole Community Provider authorization of an old SCP claim from a previous Year.

Discussion:

This Agenda item is looking for an approval of a hospital claim from Lincoln County Medical Center (SCP) from fiscal year 2013. The client applied within the 90 day specified time limit. He was to qualify within every element of the IHC ordinance and resolution at the time. I was looking for a Medicaid Denial and would have processed the claim within the normal time limits, as I received it timely from the hospital.

The client assumed it was all taken care of and processed, although he never received a letter stating that fact. I did not process the claim either approved or denied. I was waiting for a Medicaid Denial. Client states he remembers bringing me a denial but I do not show it in his folder. I can prove, now, he was not under Medicaid at the time.

There will be no payment from the county to the hospital. This will just be an authorization for the hospital to code the account off as SCP. The claim is attached is for an amount of \$3128.00 and with 77% it will be a total authorization of \$2408.56

Recommendation: Approve the SCP claim dated 6/27/13 for the amount of \$2408.56.

PRESBYTERIAN HEALTHCARE 3.0 PAGE 1
 LINCOLN CTY MED CTR 09/12/13 11:56
 PATIENT STATEMENT OF ACCOUNT - DETAIL

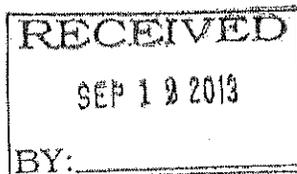
PATIENT NAME:

ACCOUNT NBR: 013058833-3178
 BILLING PERIOD: 06/27/13 09/12/13

BILL TO

RUIDOSO NM 88345
 UNITED STATES

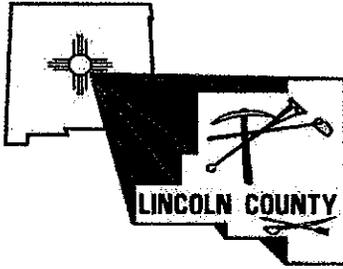
SRV DATE	REF NBR	DESCRIPTION	
06/27/13	00045963	PUL PULSE OXIMETRY 02 SINGLE D	63.00
06/27/13	00045880	PUL OXYGEN SET UP	82.00
06/27/13	00045405	PUL OXYGEN PER DAY	389.00
06/27/13	00045935	PUL ABG BLOOD DRAW PROCEDURE (QTY OF 0000002)	274.00
06/27/13	00045857	PUL ECG TECH ONLY	318.00
06/27/13	00045858	PRO-PUL ECG	47.00
06/27/13	00085015	COMPLETE CBC AND AUTO DIFFEREN	66.00
06/27/13	00082802	ARTERIAL BLOOD GASES-LAB	120.00
06/27/13	00082375	CARBON MONOXIDE	113.00
06/27/13	00080091	COMPREHENSIVE METABOLIC PANEL	128.00
06/27/13	00080004	ROUTINE VENIPUNCTURE	24.00
06/28/13	00082375	CARBON MONOXIDE	113.00
06/27/13	00036703	PRO-LEVEL 3 INTERMEDIATE	278.00
06/27/13	00037105	LEVEL IV/EXTENDED	776.00
06/27/13	00089149	OBSERVATION ACUTE FIRST HOUR	162.00
06/27/13	00089176	OBSERVATION ACUTE EA ADDTL HR (QTY OF 0000007)	175.00
07/01/13	00098262	SELF PAY DISCOUNT-CRM	521.10-
07/12/13	00098262	SELF PAY DISCOUNT-CRM	417.30-



REMIT TO			
LINCOLN COUNTY MED CTR	BEGINNING BALANCE		0.00
211 SUDDERTH DRIVE	NEW CHARGES/ADJUSTMENTS		3128.00
	NEW PAYMENTS/CREDITS		938.40-
RUIDOSO NM 883456002	CURRENT ACCOUNT BALANCE		2189.60

MAKE CHECK PAYABLE TO: LINCOLN COUNTY MED CTR

IF YOU HAVE ANY QUESTIONS CONCERNING THIS STATEMENT PLEASE CONTACT:
 PATIENT ACCOUNTING PHONE: (575) 257-8219



County of Lincoln

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

www.lincolncountynm.gov

Agenda Item No. 13

May 13, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Manager's Report

1. **Annual Audit** review for FY 16 will commence on Monday, July 11th, with the Auditors in the house most of that week. We invite a Commissioner or two to attend the Entrance Interview on Monday with our team and the auditors.
2. **NMAC Annual Conference** was held in Hobbs the 22nd through 24th of June, with a number of County employees attending. It was more than warm in Hobbs! I was contacted that the RFP for future-year(s) hosting of the Annual Conference would be released in September, and a number of participants expressed an interest in attending that in the cool mountains of Lincoln County. When that RFP is issued, I'll bring it back to the Commission for consideration.
3. **Workers Compensation Pool Board Mtg.** Attended WC Pool Board Meeting as County Representative. Individual packets were provided to each County, illustrating trends over the years. See **Enclosure 1**. Loss ratios are provided for each year, with a loss ratio of less than 1 representing that that County is paying more in premiums than the Pool is paying out in claims. Page 1 of the handout shows County Trend for past six years; Page 2 illustrates the Department incurring the loss; Page 3 illustrates the claim cause and associated cost, with the highest cause relating to animal or insect injury and the most expensive cause relating to lifting. **Enclosure 2** illustrates contribution by County.
4. **Calendar of Events:**
 - a. July 4: County Holiday
 - b. July 11 -14: Auditors in the House
 - c. July 19: Commission Meeting
 - d. July 21: State Personnel Board (Santa Fe) to Hear Dept. of Cultural Affairs Plan Reorg Plan
 - e. July 21: Lincoln Historic Preservation Board meeting
 - f. July 27-28: Legislative Finance Committee to meet in Ruidoso (DCA on Agenda)
 - g. July 22-30 Manager on vacation
5. **Departmental Updates:**
 - a. Human Resources
 - b. Road
 - c. Finance
 - d. Sr. Centers
 - e. Emergency Operations
 - f. Planning

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

New Mexico Association of Counties

Advancing Counties through Service, Education, Advocacy and Leadership



WORKERS' COMPENSATION POOL MEMBERSHIP MEETING

June 22, 2016

LINCOLN COUNTY LOSS ANALYSIS REPORT

Serving New Mexico's Counties for More than 75 Years

New Mexico Association of Counties

444 Galisteo Street

Santa Fé, NM 87501

(505)983-2101

www.nmcounties.org

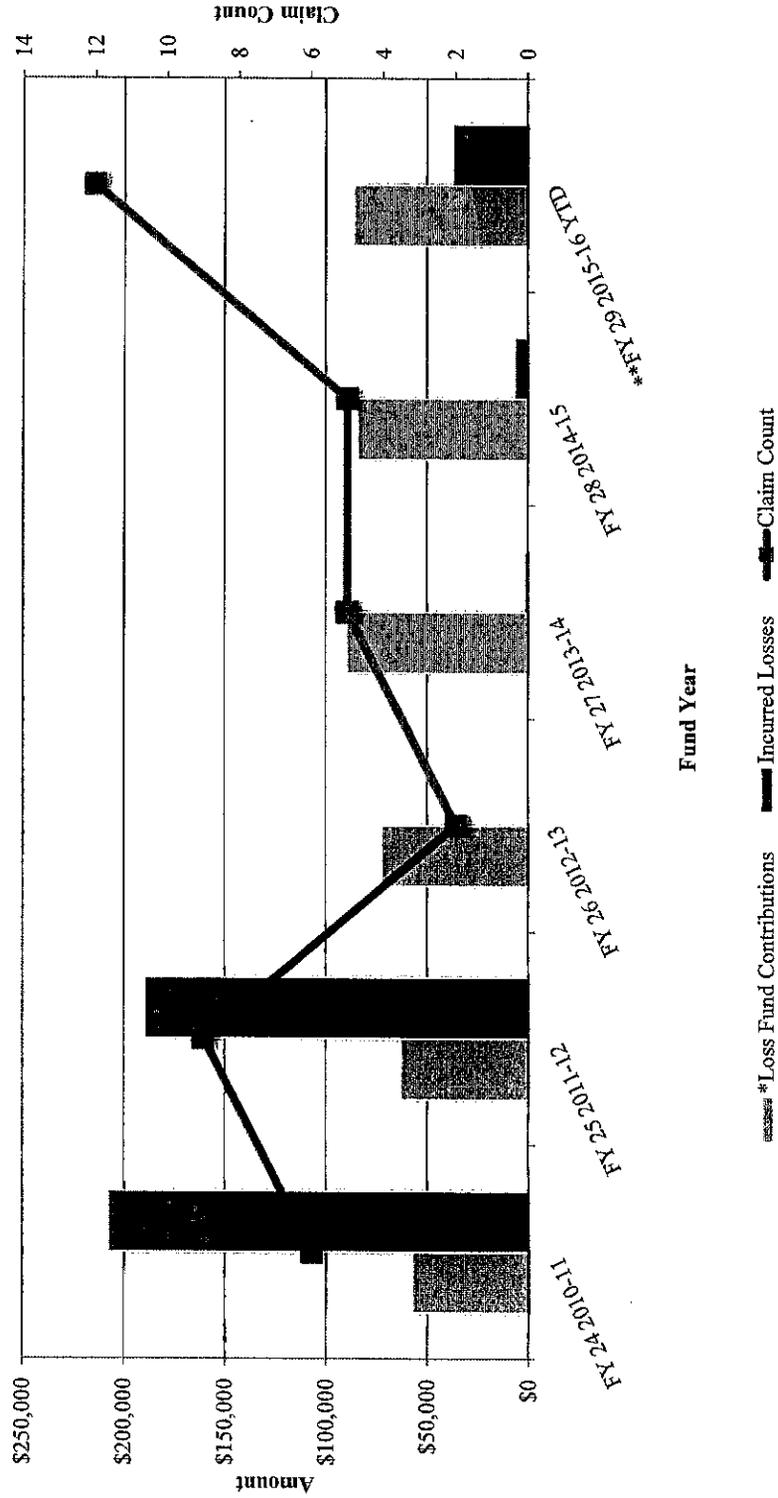
Workers' Compensation Loss Analysis

FY 24 2010-11 through FY 29 2015-16 YTD

As of 05/31/2016

Fund Year	Annual Contributions	* Loss Fund Contributions	Incurred Losses	Claim Count	Loss Ratio	Avg. Cost per Claim	Unlimited Incurred Losses
FY 24 2010-11	\$75,040	\$57,465	\$207,647	6	361.35%	\$34,608	\$207,711
FY 25 2011-12	\$78,792	\$63,291	\$189,801	9	299.89%	\$21,089	\$189,829
FY 26 2012-13	\$89,727	\$72,472	\$0	2	0.00%	\$0	\$0
FY 27 2013-14	\$103,186	\$89,806	\$1,549	5	1.72%	\$310	\$1,549
FY 28 2014-15	\$103,251	\$84,381	\$6,297	5	7.46%	\$1,259	\$6,297
**FY 29 2015-16 YTD	\$112,482	\$86,311	\$37,012	12	42.88%	\$3,084	\$37,012
Total	\$562,478	\$453,726	\$442,306	39	97.48%	\$11,341	\$442,398

Claim Frequency and Severity



*Loss Fund Contributions = Total Contributions + Investment Income - Expenses.
 **FY 29 Loss Fund Contribution is pro-rated to eleven months as of May 31, 2016.
 ***Incurred Losses excludes excess insurance amounts.

Workers' Compensation Analysis by Department and Claim Type

FY 24 2010-11 through FY 29 2015-16 YTD

DEPARTMENT	PROPERTY		MEDICAL ONLY		Total Claim Count	Total Incurred Losses
	Claim Count	Incurred Losses	Claim Count	Incurred Losses		
Administrative			1	\$48	1	\$48
Assessor			1	\$0	1	\$0
Community Services			1	\$773	1	\$773
Facility Maintenance			1	\$0	1	\$0
Fire Fighter			1	\$1,121	1	\$1,121
Fleet Management	1	\$809			1	\$809
Operational Services			1	\$437	1	\$437
Other General Services			1	\$0	1	\$0
Parks & Rec			1	\$273	1	\$273
Roads	5	\$51,831	5	\$14,179	11	\$241,129
Senior Programs			2	\$306	2	\$306
Sheriffs	3	\$17,651	13	\$8,139	17	\$197,501
TOTALS	8	\$67,822	28	\$25,977	36	\$192,398

Highest 3 frequency/ severity.

Note: Data includes excess claim amounts.

Workers' Compensation Analysis by Claim Cause

FY 24 2010-11 through FY 29 2015-16 YTD

As of 05/31/2016

Claim Cause	Claim Count	Injury/Losses	Avg. Cost Per Claim
Caught: in or Between: Machine or Machinery	1	\$809	\$809
Cut: Hand Tool, Utensil (Not Powered)	2	\$773	\$387
Cut: Object Being Lifted or Handled	1	\$1,121	\$1,121
Fall or Slip: Fall, Slip, Trip, NOC	7	\$172,511	\$24,644
Fall or Slip: From Different Level (Elevation)	1	\$8,349	\$8,349
Fall or Slip: On Ice or Snow	3	\$5,162	\$1,721
Fall or Slip: Slipped, Did Not Fall	1	\$10,300	\$10,300
Miscellaneous: Absorption, Ingestion, Inhalation	2	\$0	\$0
Miscellaneous: Foreign Matter (Body) in Eye(s)	2	\$273	\$137
Miscellaneous: Other than Physical Cause of Injury	2	\$48	\$24
Miscellaneous: Other, NOC	3	\$1,174	\$391
Motor Vehicle: Collision or Sideswipe w/other veh	2	\$4,812	\$2,406
Motor Vehicle: Collision With Fixed Object	1	\$0	\$0
Strain or Injury by: Lifting	3	\$177,319	\$59,106
Strain or Injury by: NOC	3	\$34,420	\$11,473
Strain or Injury by: Pushing or Pulling	3	\$9,417	\$3,139
Strain or Injury by: Using Tool or Machinery	1	\$9,490	\$9,490
Striking: Objects Being Lifted or Handled	1	\$3,523	\$3,523
Striking: Stationary Object	1	\$0	\$0
Struck or Injured by: Animal or Insect	4	\$1,797	\$449
Struck or Injured by: Object Being Lifted/Handled	1	\$1,100	\$1,100
TOTALS:	45	\$412,393	\$9,162

Highest 3 frequency/ severity.

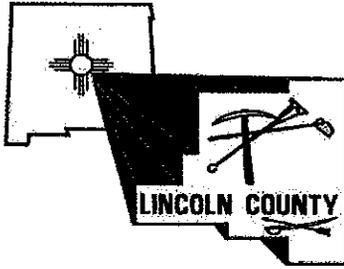
NMAC Workers' Compensation Pool Contributions

FY 30 2016-2017

County	2015/16 Contribution	Total Percent Change (%)	2016/17 Contribution (NO DEDUCTIBLE)*
Bernalillo	\$851,941	11.5%	\$949,630.52
Catron	32,377	0.0%	\$32,377
Chaves	380,913	8.6%	\$413,744
Cibola	126,626	0.0%	\$126,626
Colfax	171,343	0.0%	\$171,343
Curry	117,570	3.1%	\$121,179
DeBaca	46,954	0.0%	\$46,954
Doña Ana	589,908	0.0%	\$665,394
Eddy	516,100	11.7%	\$576,511
Grant	226,005	0.0%	\$226,005
Guadalupe	55,304	2.9%	\$56,926
Harding	67,165	0.0%	\$67,165
Hidalgo	95,837	0.0%	\$95,837
Lea	282,342	8.1%	\$305,166
Lincoln	112,482	16.4%	\$130,936
Luna	145,553	6.6%	\$155,112
McKinley	197,778	4.6%	\$206,779
Mora	199,374	-40.0%	\$119,624
Otero	280,860	0.0%	\$280,860
Quay	46,224	18.2%	\$54,621
Roosevelt	61,406	0.0%	\$61,406
San Juan	878,491	1.0%	\$887,686
San Miguel	227,168	1.3%	\$230,183
Sandoval	814,731	5.3%	\$858,177
Santa Fe	862,351	10.6%	\$953,586
Sierra	74,975	0.0%	\$74,975
Socorro	239,868	0.0%	\$239,868
Taos	375,421	0.1%	\$375,854
Torrance	187,883	20.2%	\$225,927
Union	25,620	0.0%	\$25,620
Valencia	353,511	5.7%	\$373,837
Total	\$8,644,081		\$9,109,910

*Bernalillo County's per claim deductible is \$400,000 with a \$1,750,000 annual aggregate.

These Class A Counties have all been offered deductible options and have until July 1 to provide their choice to the Pool.



County of Lincoln

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

www.lincolncountynm.gov

Agenda Item 14

June 14, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Resolutions Approving FY 2016/2017 CAP/COOP/School Bus Programs

Purpose: To approve Resolutions 2015-42, 2015-43 and 2015-44.

Discussion:

At the February 16, 2016 Regular Commission Meeting, Commission approved letters of intent to be submitted to the New Mexico Department of Transportation to assist local public agencies in "project development, construction, reconstruction, improvement, maintenance repair of public highways, streets and public school parking lots, or for the acquisition of right-of-way therefor or for materials for the construction of improvement thereof". The Local Road Fund Program funds 75% of the project, with the County funding 25%:

- **Resolution 2015-42 COUNTY ARTERIAL PROJECT:** County Road--D001--Gavilan Canyon Road D001 Contract Pavement Rehabilitation/improvements Blading & shaping, drainage improvements, misc Road 24' Wide 2.50 Miles
- **Resolution 2015-43 COOPERATIVE AGREEMENT:** County Road--D001--Gavilan Canyon Road D001 Contract Pavement Rehabilitation/improvements Blading & shaping, drainage improvements, misc Road 24' Wide .87 Miles
- **Resolution 2015-44 SCHOOL BUS ROUTE PROJECT:** County Road--D001--Gavilan Canyon Road D001 Contract Pavement Rehabilitation/improvements Blading & shaping, drainage improvements, misc Road 24' Wide .97 Miles

Recommendation: Approve Resolutions 2015-42, 2015-43 and 2015-44 for forwarding to NM Department of Transportation.

RESOLUTION NUMBER 2015-42

Lincoln County

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the Lincoln County and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the Cooperative Agreement will be \$201,250.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$150,938.00 for the County Arterial Project.

And

- b. Lincoln County's proportional matching share shall be 25% or \$50,312.00 for the County Arterial Project.

Lincoln County shall pay all cost, which exceed the total amount of \$201,250.00 for the County Arterial Project.

NOW THEREFORE, be it resolved in official session the Lincoln County Board of Commissioners determines, resolves and orders as follows:

That the project for this Cooperative Agreements is adopted and has a priority standing.

The agreements terminate on December 31, 2017 and the Lincoln County 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 the written agreement.

NOW THEREFORE, be it resolved by the Lincoln County to enter into Cooperative Agreement Project Number CAP-2-17(455), Control No. L200330 County Arterial Project with the New Mexico Department of Transportation for LGRF Projects for year 2016-2017 to Plan, Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads. Lincoln County Road- Gavilan Canyon Road

Gavilan Canyon Road-Ruidoso Hwy 48 MM 8.3 turn East onto Gavilan Canyon Road project begins and goes 2.50 miles within the control of Lincoln County in Lincoln County, New Mexico.

PASSED, APPROVED AND ADOPTED this 28th day of June 2016

Board of Commissioners
Lincoln County, State of New Mexico

Preston Stone, Chairman

Dallas Draper, Vice-Chairman

Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

Rhonda B. Burrows, County Clerk

RESOLUTION NUMBER 2015-43

Lincoln County

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Lincoln County and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the Cooperative Agreement will be \$72,880.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$54,660.00 for the Cooperative Agreement

And

b. Lincoln County's proportional matching share shall be 25% or \$18,220.00 for the Cooperative Agreement

Lincoln County shall pay all cost, which exceed the total amount of \$72,880.00 for the Cooperative Agreement.

NOW THEREFORE, be it resolved in official session the Lincoln County Board of Commissioners determines, resolves and orders as follows:

That the project for this Cooperative Agreements is adopted and has a priority standing.

The agreements terminate on December 31, 2017 and the Lincoln County 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 the written agreement.

NOW THEREFORE , be it resolved by the Lincoln County to enter into Cooperative Agreement Project Number SP-2-17(955), Control No. L200322 Cooperative Agreement with the New Mexico Department of Transportation for LGRF Projects for year 2016-2017 to Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads. County Road-Gavilan Canyon Road

Gavilan Canyon Road-Ruidoso Hwy 48 MM 8.3 turn East onto Gavilan Canyon Road go 3 miles project begins goes .87 miles within the control of Lincoln County in Lincoln County, New Mexico.

PASSED, APPROVED AND ADOPTED this 28th day of June 2016

Board of Commissioners
Lincoln County, State of New Mexico

Preston Stone, Chairman

Dallas Draper, Vice-Chairman

Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

Rhonda B. Burrows, County Clerk

RESOLUTION NUMBER 2015-44

Lincoln County

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the Lincoln County and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the School Bus Project will be \$81,162.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$60,872.00 for the School Bus Route Project

And

- b. Lincoln County's proportional matching share shall be 25% or \$20,290.00 for the School Bus Route Project

Lincoln County shall pay all cost, which exceed the total amount of \$81,162.00 for the School Bus Route Project.

NOW THEREFORE, be it resolved in official session the Lincoln County Board of Commissioners determines, resolves and orders as follows:

That the project for this Cooperative Agreement is adopted and has a priority standing.

The agreements terminate on December 31, 2017 and the Lincoln County 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 the written agreement.

NOW THEREFORE, be it resolved by the Lincoln County to enter into Cooperative Agreement Project Number SB-7727(939)17, Control No. L200338 School Bus Route Project with the New Mexico Department of Transportation for LGRF Projects for year 2016-2017 to Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads. County Road-Gavilan Canyon Road

Gavilan Canyon Road- Ruidoso Turn East off Hwy 48 MM 8.3 onto Gavilan Canyon Road go 3.87 miles project begins and goes .97 miles within the control of Lincoln County in Lincoln County, New Mexico.

PASSED, APPROVED AND ADOPTED this 28th day of June 2016

Board of Commissioners
Lincoln County, State of New Mexico

Preston Stone, Chairman

Dallas Draper, Vice-Chairman

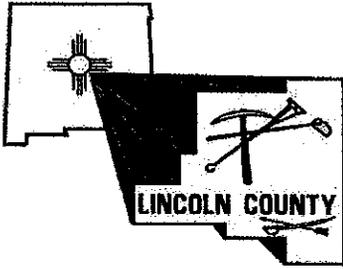
Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

Rhonda B. Burrows, County Clerk



www.lincolncountynm.gov

County of Lincoln

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

AGENDA ITEM NO. 15

June 14, 2016

MEMORANDUM

TO: County Commissioners

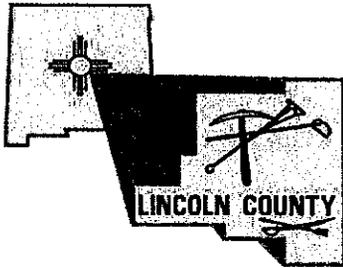
FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Request for Proposal Awards:
15-16-12 Heating & Air Conditioning Maintenance Services
15-16-13 Electrical Maintenance Services
15-16-14 Plumbing Maintenance Services

Purpose: To award RFP's 15-16-12; 15-16-13 and 15-16-14

Discussion:

Request for proposals will open on Monday, June 27, 2016 and County Manager will present information on RFP's received, and make a recommendation to the Commission at the June 28, 2016 Regular Commission meeting.



www.lincolncountynm.gov

County of Lincoln

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

AGENDA ITEM NO. 16

June 24, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Solar Energy Solution for Lincoln County Detention Center – Presentation by Wayne Stansfield

Discussion: Mr. Stansfield met with County Manager regarding potential sites that may be optimal for a solar energy solution. After identifying the Lincoln County Detention Center, Mr. Stansfield requested electric utility bills for the past year and developed a customized presentation of a solar alternative to meet the County's needs for that location. See **Enclosure 1** for copy of presentation.

Recommendation: Participate in Solar Energy presentation and determine level of interest and potential next steps.



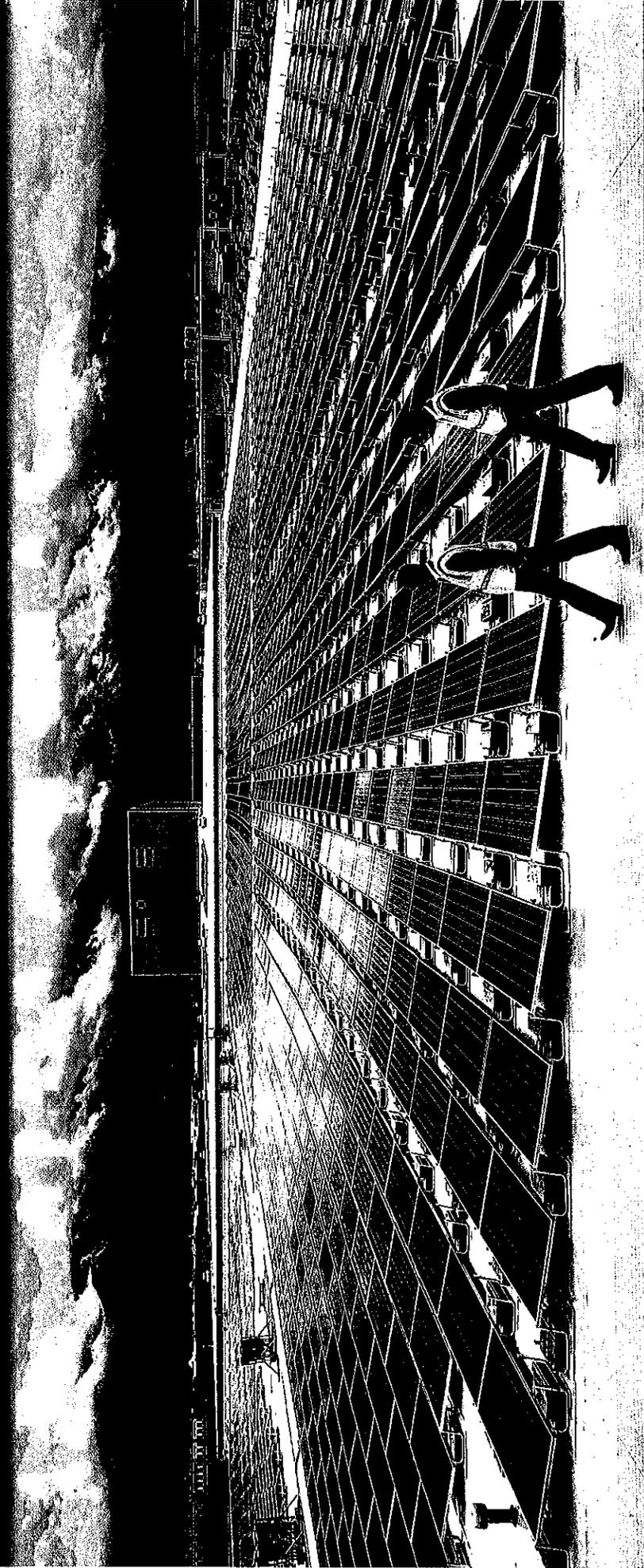
affordable solar

Friday, April 15, 2016

PV System Financial Analysis

Lincoln County Detention Center

Carrizozo, NM



ENCL 1



About Affordable Solar

Founded in 1998 and headquartered in Albuquerque, Affordable Solar is the most experienced turn-key solar contractor in New Mexico by a wide margin.

In 2015 alone, Affordable Solar will design and construct nearly 30 MW of combined utility, commercial, and industrial solar installations in New Mexico.

Our commercial development, design, and installation management team have a combined experience of nearly 150 years in the US solar industry. We have multiple NABCEP-certified solar professionals employed in our installation business, and provide best-in-class solar installations for our customers. Our team not only supports local customers, but also supports key strategic clients in developing solar projects across multiple states. We have contractor's licenses in NM, AZ, UT, CA, & CO.

For example, two of our current solar customers are the largest retail businesses in the United States; Wal-Mart and the Kroger Company. Affordable Solar has become a trusted partner for our clients, and works tirelessly and with integrity to evaluate projects and provide solutions that meet our clients goals, capital return requirements, and overall project objectives in a safe, efficient, and cost-effective manner. Our success stems from the professionalism and honesty we provide to all of our clients -large or small- and our mission is centered on these maintaining these traits while ensuring the success of our client's projects.

Affordable Solar self-performs our installations in conjunction with minimal specialty subcontractors where needed.

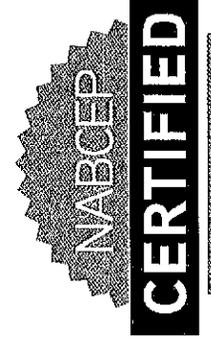
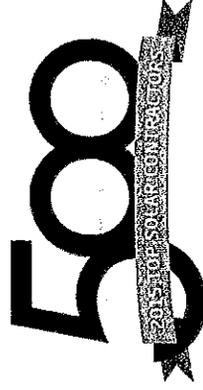
We believe in providing excellent value, sustainability, and profitability. We appreciate and are appreciated by our customers. We are committed to leaving a legacy by seeking the highest good in all aspects of our business. Our vision is to be a trusted resource in clean energy while also being a smart & healthy place to work and grow.

Awards include being ranked as the 23rd largest privately-owned company in New Mexico by the Albuquerque Journal; listed amongst the Top 500 Solar Contractors in the country by Solar Power World; the 2015 Inc. Magazine 'Inc. 5000 List' of the fastest growing private companies in the United States; "New Mexico's Flying 40" fastest growing company in 2009; the Top Ten list of fastest growing New Mexico companies from 2010 through 2014. Affordable Solar also received Best Places to Work awards in 2008, 2009, 2010, and 2012; and Best Solar Company in 2012 and 2013 by Local IQ.

We value the following traits in our employees:

- **Integrity:** We do what we say we are going to do
- **Curiosity:** We are always seeking wisdom
- **Levity:** We enjoy each other's company
- **Integrity:** We strive to be impeccable in all our relationships
- **Persistence:** We are always striving to be our best

Inc. 5000



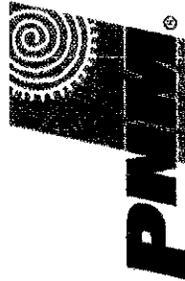
ALBUQUERQUE
JOURNAL
2015 NEW MEXICO PRIVATE 100



Example Commercial & Utility Projects

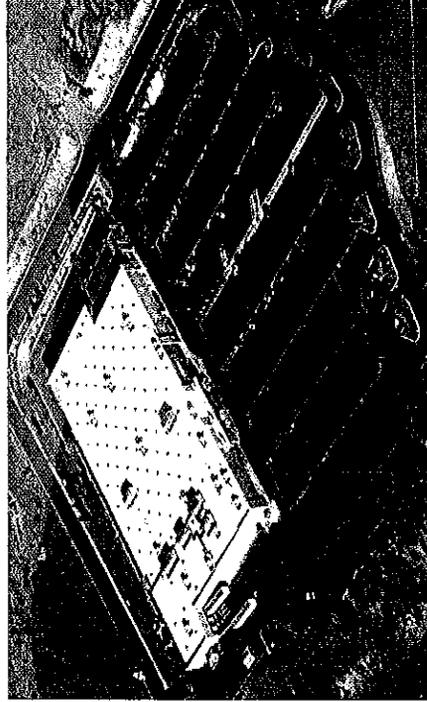
Santolina & Santa Fe Solar Energy Centers

Project Size	24.4 MWdc
Location	Abq. & Santa Fe
Completion	November 2015



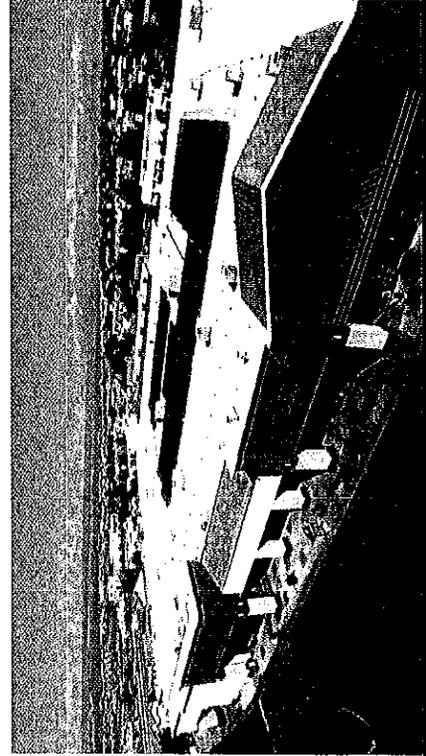
Wal-Mart Parking Canopy Project

Project Size	1.1 MWdc
Location	Truth or Consequences, NMI
Completion	July 2015



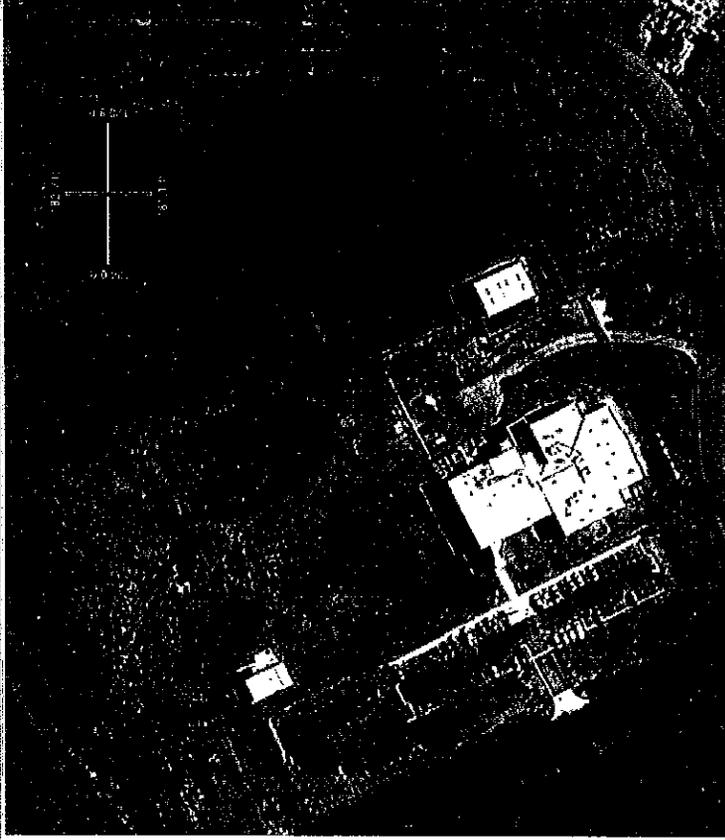
Smith's Food & Drug Stores

Project Size	130 kWdc (typ.)
Location	Multiple Sites in NM
Completion	2012 - 2015



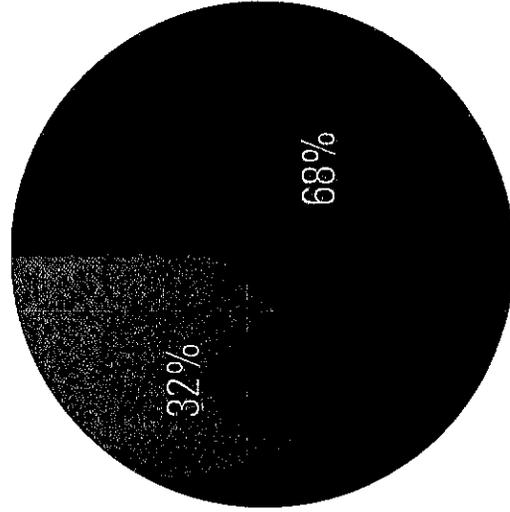


Proposed System Information & Energy Snapshot

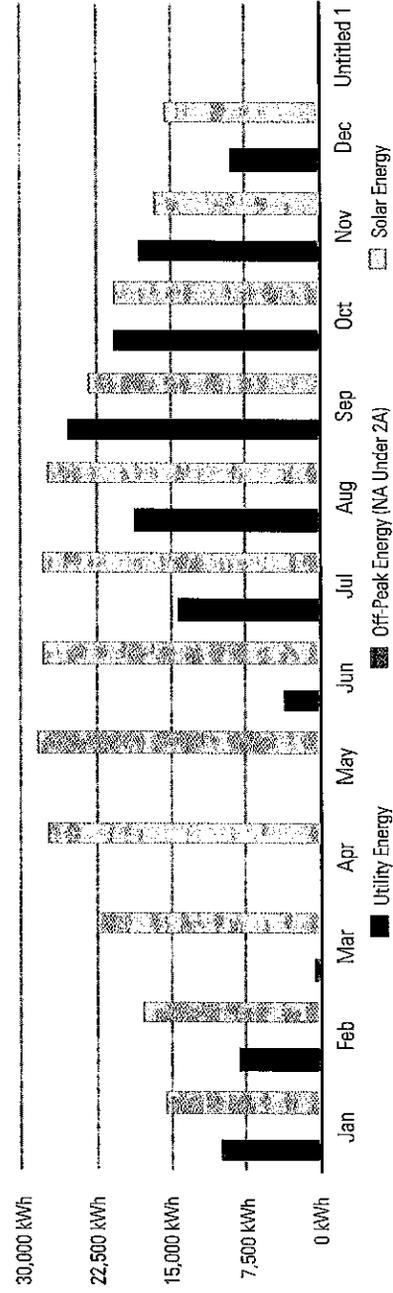


Proposed System Size (kW DC)	150 kW DC
Year-1 Solar Energy Production (kWh)	271,483 kWh
Current Yearly Energy Usage	398,560 kWh
Percentage of Yearly Energy from Solar	68.12%
Avoided Utility Costs per kWh Produced	\$0.10040 / kWh

Facility Energy Usage Mix with Solar



Monthly Energy Consumption & Solar Production (kWh)





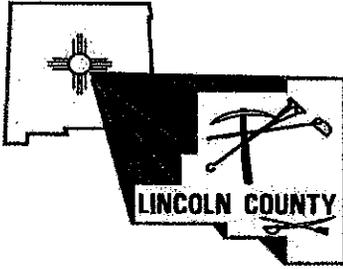
Solar Power Purchase Agreement (PPA) Savings 1% Escalator

	Avoided Cost (\$/kWh)	PPA Price (\$/kWh)	System Production (\$/kWh)	Savings	Year	Avoided Cost (\$/kWh)	PPA Price (\$/kWh)	System Production (\$/kWh)	Savings
Year 1	\$ 0.1004	\$ 0.0930	271,483	\$ 2,009	Year 14	\$ 0.1474	\$ 0.1058	247,790	\$ 10,308
Year 2	\$ 0.1034	\$ 0.0939	269,583	\$ 2,556	Year 15	\$ 0.1519	\$ 0.1069	246,055	\$ 11,063
Year 3	\$ 0.1065	\$ 0.0949	267,686	\$ 3,117	Year 16	\$ 0.1564	\$ 0.1080	244,333	\$ 11,838
Year 4	\$ 0.1097	\$ 0.0958	265,822	\$ 3,693	Year 17	\$ 0.1611	\$ 0.1090	242,622	\$ 12,632
Year 5	\$ 0.1130	\$ 0.0968	263,961	\$ 4,283	Year 18	\$ 0.1659	\$ 0.1101	240,924	\$ 13,445
Year 6	\$ 0.1164	\$ 0.0977	262,113	\$ 4,888	Year 19	\$ 0.1709	\$ 0.1112	239,238	\$ 14,278
Year 7	\$ 0.1199	\$ 0.0987	260,278	\$ 5,508	Year 20	\$ 0.1761	\$ 0.1124	237,563	\$ 15,132
Year 8	\$ 0.1235	\$ 0.0997	258,457	\$ 6,144	Year 21	\$ 0.1813	\$ 0.1135	235,900	\$ 16,007
Year 9	\$ 0.1272	\$ 0.1007	256,647	\$ 6,796	Year 22	\$ 0.1868	\$ 0.1146	234,249	\$ 16,904
Year 10	\$ 0.1310	\$ 0.1017	254,851	\$ 7,464	Year 23	\$ 0.1924	\$ 0.1158	232,609	\$ 17,822
Year 11	\$ 0.1349	\$ 0.1027	253,067	\$ 8,149	Year 24	\$ 0.1981	\$ 0.1169	230,981	\$ 18,763
Year 12	\$ 0.1390	\$ 0.1038	251,295	\$ 8,851	Year 25	\$ 0.2041	\$ 0.1181	229,364	\$ 19,727
Year 13	\$ 0.1431	\$ 0.1048	249,536	\$ 9,570	Totals			6,246,415	\$ 250,944



Solar Power Purchase Agreement (PPA) Savings No Escalator

	Avoided Cost (\$/kWh)	PPA Price (\$/kWh)	System Production (\$/kWh)	Savings	Year	Avoided Cost (\$/kWh)	PPA Price (\$/kWh)	System Production (\$/kWh)	Savings
Year 1	\$ 0.1004	\$ 0.1000	271,483	\$	Year 14	\$ 0.1474	\$ 0.1000	247,790	\$ 11,755
Year 2	\$ 0.1034	\$ 0.1000	269,583	\$	Year 15	\$ 0.1519	\$ 0.1000	246,055	\$ 12,761
Year 3	\$ 0.1065	\$ 0.1000	267,696	\$	Year 16	\$ 0.1564	\$ 0.1000	244,333	\$ 13,785
Year 4	\$ 0.1097	\$ 0.1000	265,822	\$	Year 17	\$ 0.1611	\$ 0.1000	242,622	\$ 14,827
Year 5	\$ 0.1130	\$ 0.1000	263,961	\$	Year 18	\$ 0.1659	\$ 0.1000	240,924	\$ 15,888
Year 6	\$ 0.1164	\$ 0.1000	262,113	\$	Year 19	\$ 0.1709	\$ 0.1000	239,238	\$ 16,968
Year 7	\$ 0.1199	\$ 0.1000	260,278	\$	Year 20	\$ 0.1761	\$ 0.1000	237,563	\$ 18,067
Year 8	\$ 0.1235	\$ 0.1000	258,457	\$	Year 21	\$ 0.1813	\$ 0.1000	235,900	\$ 19,187
Year 9	\$ 0.1272	\$ 0.1000	256,647	\$	Year 22	\$ 0.1868	\$ 0.1000	234,249	\$ 20,327
Year 10	\$ 0.1310	\$ 0.1000	254,851	\$	Year 23	\$ 0.1924	\$ 0.1000	232,609	\$ 21,488
Year 11	\$ 0.1349	\$ 0.1000	253,067	\$	Year 24	\$ 0.1981	\$ 0.1000	230,981	\$ 22,670
Year 12	\$ 0.1390	\$ 0.1000	251,295	\$	Year 25	\$ 0.2041	\$ 0.1000	229,364	\$ 23,875
Year 13	\$ 0.1431	\$ 0.1000	249,536	\$	Totals			6,246,415	\$ 280,201



www.lincolncountynm.gov

County of Lincoln

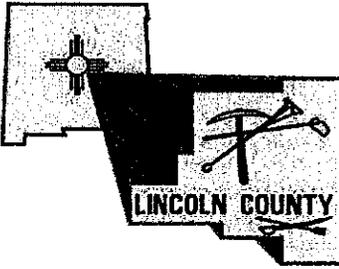
P.O Box 711 • 300 Central Ave. • Carrizozo, New Mexico 88301-0711 • (575) 648-2385

Agenda Item No. 17

SUBJECT

1:00 P.M.

Public Hearing to consider possible rate increases amending Resolution 2008- 42, A Resolution setting fees to be charged for the efficient & Sanitary Collection of Solid Waste in Lincoln County by Resolution 2015-45, Pursuant to Ordinance 2016-01



www.lincolncountynm.gov

County of Lincoln

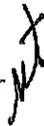
P.O. Box 711 • 300 Central Ave. • Carrizozo, New Mexico 88301-0711 • (575) 648-2385

AGENDA ITEM NO. 17

June 24, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Public Hearing – Resolution 2015-45 Setting Fees in the Provision of Solid Waste Collection Services, Pursuant to Lincoln County Solid Waste Ordinance 2016-01

Discussion: At its March 15, 2016 meeting, the Commission adopted Ordinance 2016-01, which entitled the Board of County Commissioners to establish, amend, change and/or alter its system of fees by Resolution and to provide for appropriate public input to the recommended changes to the system of fees. It also entitled the Board of County Commissioners the right of filing a lien upon the tract or parcel of land being served.

Resolution 2015-45 adopts the fee schedule as follows:

- | | |
|---|-------------------|
| • Lincoln County Polycart Residential Service | \$18.95 per month |
| • Lincoln County Extra Residential Polycart Service | \$ 8.10 per month |
| • Lincoln County Residential Service | \$17.95 per month |
| • Administrative Fee for Filing Lien | \$100.00 |
| • Administrative Fee for Filing Release of Lien | \$100.00 |

The fees for the Residential Polycart Service, the Extra Residential Polycart Service and the Lincoln County Residential Service have not changed since the Lincoln County Board of Commissioners adopted Resolution No. 2008-42 on May 19, 2009.

At the time the County took over the billing for Solid Waste Collection Services on January 1, 2015, it was unable to bill the separate rates for Polycart Service and Extra Polycart Service, because it was unable to obtain that billing information from the prior provider. The County has that information now and is able to commence billing for the non-basic polycart and additional polycart service. This is a door-to-door level of service for which the recipients of that service should be appropriately billed.

Recommendation: Adopt Resolution 2015-45 and approve the October, 2016 commencement of billing polycart service and extra polycart service at the levels contained in the Resolution.

RESOLUTION 2015-45

A RESOLUTION SETTING FEES TO BE CHARGED BY LINCOLN COUNTY IN THE PROVISION OF SOLID WASTE COLLECTION SERVICES, PURSUANT TO LINCOLN COUNTY SOLID WASTE ORDINANCE 2016-01.

WHEREAS, the Board of County Commissioners of the County of Lincoln finds it necessary to provide the efficient and sanitary collection, transportation and disposal of solid waste in Lincoln County; and,

WHEREAS, the Board of County Commissioners of the County of Lincoln finds it necessary to provide a fair and equitable procedure to allocate the cost of solid waste connection among the residents and businesses outside the municipalities who use such services; and,

WHEREAS, the County of Lincoln has passed, approved, adopted and established Solid Waste Ordinance 2016-01 providing for the efficient and sanitary collection of solid waste in Lincoln County, providing for mandatory disposal and assessment of fees; and,

WHEREAS, Solid Waste Ordinance 2016-01 provides for the Board of County Commissioners of the County of Lincoln to establish, amend, change and/or alter a system of fees by Resolution and provide for appropriate public input to such system of fees; and,

WHEREAS, in the lawful pursuit of collections of delinquent payments for solid waste collection services, Solid Waste Ordinance 2016-01 entitles the Board of County Commissioners of the County of Lincoln the right of filing a lien upon the tract or parcel of land being served pursuant to the authority granted under §§3-36-1 NMSA 1978, *et seq.*, and §4-37-1 NMSA 1978, *et seq.*; and,

WHEREAS, the Board of County Commissioners of the County of Lincoln desires to set the maximum rates which may be charged for Solid Waste Collection services provided under the Lincoln County Solid Waste Ordinance; and,

WHEREAS, the Board of County Commissioners of the County of Lincoln supports the fees as follows:

Lincoln County Polycart Residential Service	\$18.95 per month
Lincoln County Extra Residential Polycart Service	\$8.10 per month
Lincoln County Residential Service	\$17.95 per month
Administrative Fee for Filing Lien	\$100.00
Administrative Fee for Filing Release of Lien	\$100.00

NOW THEREFORE, BE IT RESOLVED that the maximum rates charged to customers of the Lincoln County Solid Waste Collection service pursuant to the Lincoln County Solid Waste Ordinance are as set forth above.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2016.

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

Preston Stone, Chair

Dallas Draper, Vice-Chair

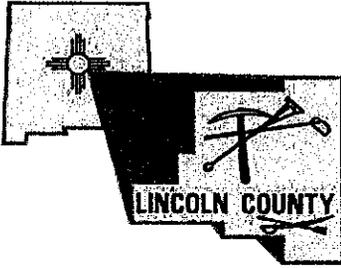
Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

Rhonda Burrows,
Clerk, County of Lincoln



www.lincolncountynm.gov

County of Lincoln

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

AGENDA ITEM NO. 18

June 24, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Carrizozo Sr. Center – Request for Additional Services and Time Extension: Change Order No 2

Discussion:

During the April 2016 Commission Meeting, Architect Howard Kaplan of Wilson & Wilson Co. and Ryan Roper, General Contractor for the Carrizozo Sr. Center presented to the Commission a request for Change Order 1 in the total amount of \$9,636.68. This included the following changes:

- | | |
|---|-------------------|
| 1. Relocate existing natural gas main to accommodate new site plan. | \$2,599.51 |
| 2. Modify plumbing rough-in | \$4,362.17 |
| 3. Add sidewalk drain | \$2,675.00 |
| 4. TOTAL | \$9,636.68 |

The Substantial Completion Date was also requested to be extended by 43 days, from June 3, 2016 to July 31, 2016. The Change Order was approved by the Commission for both the additional scope and the additional time. See **Enclosure 1**.

Since that time, six additional required changes have been identified, as detailed in **Enclosure 2**. Architect and Contractor agree with the descriptions of the required changes, but are being reviewed by Wilson & Company as to scope, pricing and responsibility of the parties. Per Mr. Kaplan, the final agreed-to costs to the County should be somewhat less than that shown on **Enclosure 2**, \$33,825.08. The additional time extension requested by Mr. Roper to reach Substantial Completion is an additional 30 days. Mr. Kaplan and Mr. Roper will be present to describe the need for the changes and respond to questions.

Other updates:

1. **Sidewalk replacement.** The Town of Carrizozo has agreed to pay \$5,000 toward sidewalk replacement, and Mr. Roper has made an offer to “make a small contribution to the Project by removing the existing sidewalk and pouring a new reinforced sidewalk for the e \$5,000 available”. He expects the reinforced sidewalk to last for quite some time before tree roots cause any damage.

2. **Sewer Hook-up.** The Town of Carrizozo has also agreed to waive the customary fee of \$1,800 each for two required sewer hook-ups.
3. **Otero County Electric Coop** has committed to providing power to the site by approximately July 15th.

Recommendations: Based on discussion and Commission agreement that requested changes and timeline are required, approve Change Order #2 for a *maximum* of \$33,825.08. Mr. Kaplan, Mr. Roper and County Manager will determine scope, pricing and responsibility of the parties. If approved by the Commission, direct Manager to be signatory to the valid written Change Order as required by the Agreement.

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Carrizozo Senior Center 207 Twelfth Street Carrizozo, NM 88301	CHANGE ORDER NUMBER: 001 DATE: 4-26-2016	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Roper Construction P.O. Box 308 Carrizozo, NM 88301	ARCHITECT'S PROJECT NUMBER: 13-600-008-00 CONTRACT DATE: Aug 18, 2016; NTP: October 26, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

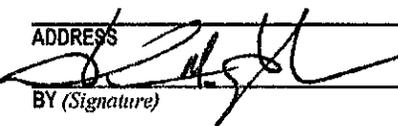
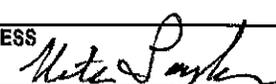
- Lower the existing natural gas line to accommodate new grading plan \$2,599.51
- Modify plumbing from Kitchen to outside of building \$4,362.17
- Add sidewalk drain to south side of the site from drainage pond \$2,675.00

The original Contract Sum was	\$ 1,006,490.63
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,006,490.63
The Contract Sum will be increased by this Change Order in the amount of	\$ 9,636.68
The new Contract Sum including this Change Order will be	\$ 1,016,127.31

The Contract Time will be increased by Forty Three (43) days.
The date of Substantial Completion as of the date of this Change Order therefore is 7-31-2016

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wilson & Company, Inc., Engineers & Architects ARCHITECT (Firm name) 4900 Lang Ave NE, Albuquerque, NM 87109 ADDRESS  BY (Signature) Howard M. Kaplan (Typed name) 4/26/2016 DATE	Roper Construction CONTRACTOR (Firm name) P.O. Box 308 Carrizozo, NM 88301 ADDRESS  BY (Signature) Ryan Roper (Typed name) 4-27-2016 DATE	County of Lincoln OWNER (Firm name) PO Box 711 300 Central Avenue Carrizozo, NM 88301 ADDRESS  BY (Signature) Nita Taylor (Typed name) 4/27/16 DATE
---	---	---

ENC 1

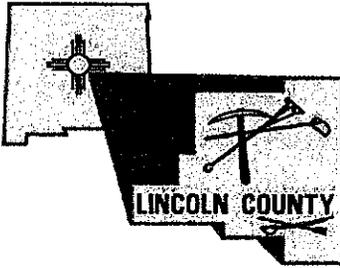
Carrizozo Senior Center
Summary of Pending Change Order Requests

23-Jun-16

The following costs listed below are the initial Change Order request by Roper Construction for the agreed to changes. These requests are being reviewed by Wilson & Company as to scope, pricing and responsibility of the parties. The final agreed to costs should be somewhat less than the total shown below.

No.	RFI#	Description	Requested Amount
1	11	Exhaust Hood over the Dishwasher incorrectly shown on the drawings over the garbage disposal. Contractor cut opening in roof and then realized it was in the wrong location. Relocate the hood over the dishwasher.	\$ 1,896.92
2	12	Drawings show Kitchen ceiling at 8'-3". After Kitchen Exhaust Hood was install it was determined that the ceiling was too low to get to the access panel on the side of the hood. Ceiling was approved to be raised to 8'-7" to accomdate access to the panel. The required plumbing rework.	\$ 1,664.93
3	14	Kitchen Hood requires a dedicated water line for the core fire suppression system. This was shown on the Mechanical Drawings for the Hood but not on the Plumbing Drawings along with the required valves.	\$ 7,207.62
4	15	The Makeup Air Unit (MAU) for the Kitchen exhaust requires a water supply and drain line which was not shown on the Plumbing Drawings.	\$ 4,081.92
5	17	A 2" PVC pipe for the telephone service from the power pole to the building was not shown on the Electrical Site Plan.	\$ 3,553.84
6	18	A required mixing valve is shown on the Hot Water Heater Detail but was not listed on the fixture schedule. Contractor did not include a cost for this in his price.	\$ 9,083.66
Subtotal			\$ 27,488.89
GC O&P @ 15%			\$ 4,123.33
<hr/> Total w/o NMGRT			\$ 31,612.22
NMGRT @ 7%			\$ 2,212.86
<hr/> Total Requested Change Order			\$ 33,825.08

Requested Time Extension - 30 Days



www.lincolncountynm.gov

County of Lincoln

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

AGENDA Item No. 19

June 24, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Authorization to Issue RFP for On-Call Engineering, Surveying and Environmental Services for Various Construction and Road Projects

Background: The County has on occasion the need to hire an Engineer to assist with the design of roadways, transportation related project and perhaps drainage solutions. I.e., in order to use the NM-DOT grant funds, an engineer certification is required for all road jobs estimated to cost \$100,000 or more. The same rule applies to FEMA or NMHSEM funds. The County has also been required to contract engineering services to study solutions for water-damaged roads.

The County also has occasional need for surveying services to assist with preliminary work tied to property acquisition, construction-staking services or right-of-way surveys. I.e., County has contracted with surveyor to identify land purchase for potential compactor sites.

Environmental Services professional is required to perform necessary tasks to research and document the environmental investigations as required by the National Environmental Policy Act (NEPA). I.e., County just awarded contract to AZ Enterprises, Inc., to conduct the NEPA on lands identified for thinning as a result of FEMA Mitigation grant funds. On a more day-to-day basis, environmental studies must be conducted prior to building construction, road construction, etc.

Currently, for all three of the above services, the County must follow procurement guidelines on a case – by – case basis, depending on the estimated cost of the job. This “on-call” process has worked well for the On-Call Emergency Contractor that we utilized at the spur of the moment to react to winter storm Goliath, as well as the on-call contracts for electrical, heating & cooling and plumbing services. See **Enclosure 1** for proposed scope of work.

Recommendation: Grant authorization to Issue RFP for On-Call Engineering, Surveying and Environmental Services.

Scope of Work

The County will consider proposals from qualified candidates to provide on-call engineering, surveying & environmental services on various construction projects and road projects. The selected candidate should be thoroughly familiar with current laws, regulations, manuals, standards and guidelines, standard specifications, and standard procedures accepted by construction industries.

The selected candidate will be required to provide on-call engineering, surveying & environmental services that include but are not limited to the following (an exact scope of work will be negotiated on a project by project basis):

1) Engineering Services

- i. Conceptual design work to include the preparation of documents and studies related to the planning or feasibility of transportation related projects and to include the investigation of alternative design concepts for proposed roadways and/or intersections.
- ii. Preliminary and final design services to include geometric layouts for roadway, and/or intersections, plan & profile plans for roadways and/or intersections, traffic control plans, signalization and lighting plans, signing and pavement marking plans. All plans shall be developed in accordance with the New Mexico Department of Transportation Design Manual, Drainage Manual, and current edition of the AASHTO green book, current version of the MUTCD, and other state and federal guidelines applicable.
- iii. Development of hydrology reports and drainage analysis.
- iv. Project management to include providing coordination between the County and various government entities, interfacing with other public and private entities, obtaining the necessary permitting, assisting the County in obtaining government grant money, and collaborating with the procurement department during the procurement process. The County's consultant King Industries Corporation handles all project management for any recovery projects. All coordination for these will have to be done with King Industries Corporation.
- v. Construction management services as necessary. The county's consultant King Industries Corporation handles all construction management for any recovery projects. All coordination for these will have to be done with King Industries Corporation.
- vi. Project bidding consultation services as necessary. The county's consultant King Industries Corporation handles all project bidding consultation for any recovery projects. All coordination for these will have to be done with King Industries Corporation.

All engineering services shall be conducted under the direct supervision of a New Mexico Registered Professional Engineer.

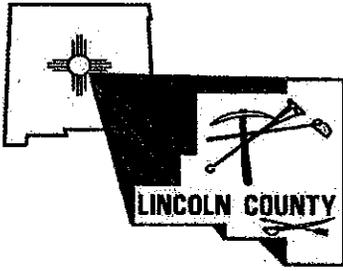
Lincoln County, NM
On-Call Engineering, Surveying & Environmental Services

- I. Control Surveys, which will be the basis for all future design and construction surveying services.
- II. Topographic surveys of proposed and existing roadway corridors to include the location of all natural and physical features of the roadway.
- III. Right-of-Way surveys to establish the limits of the existing documented and/or occupied right-of-way to include the determination of a centerline survey.
- IV. Property surveys to determine the location of adjacent property lines relative to the existing and/or proposed property.
- V. Preparation of right-of-way design plans and legal descriptions for acquisition parcels pursuant to current NMDOT standards and specifications.
- VI. Final monumentation and preparation of monumentation maps for final construction pursuant to current relevant standards and specifications.
- VII. Provide construction staking services to include the layout of horizontal and vertical alignments grade stakes, and other roadway features, drainage systems, utility and building construction as necessary.

All surveying services shall be conducted under the **direct** supervision of a New Mexico Registered Professional Surveyor and shall be conducted in conformance with the Minimum Standards for Surveying in New Mexico.

3) Environmental Services

- I. Perform all the necessary tasks required to research and document the environmental investigations assigned by Lincoln County as required by the National Environmental Policy Act (NEPA) and other applicable state and federal regulations.
- II. May be required to complete natural resources investigations including biological inventories and assessments, Clean Water Act permit applications, wetlands delineations, noise studies, public involvement coordination and presentation, and completion of categorical exclusion and/or environmental assessment documentation, and any other tasks required in order to complete NEPA certifications for proposed Lincoln County undertakings.
- III. May be required to complete formal cultural resource services for projects assigned. The services must meet the requirements of Lincoln County, the New Mexico State Historic Preservation Officer, the New Mexico Cultural Properties Review Committee, the Advisory Council on Historic Preservation, and state, tribal and federal land managing authorities.
- IV. Must be qualified and experienced in all aspects of cultural resource services. Candidates must have, or be able to quickly obtain, cultural resource permits from any land managing authority in the state.



County of Lincoln

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

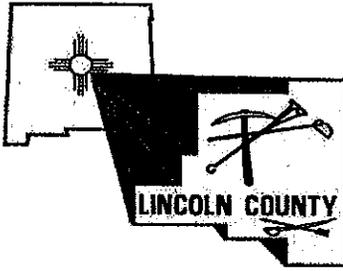
www.lincolncountynm.gov

Agenda Items No. 20

SUBJECT

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

A. Final Budget FY 16-17



www.lincolncountynm.gov

County of Lincoln

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

AGENDA ITEM No. 21

May 15, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Lodger's Tax Applications

Purpose: To approve Lodger's Tax Applications

Discussion: The Lodger's Tax Committee was presented with four requests and all four were approved by the Lodger's Tax Committee.

- a. Purpose: Lincoln County Cowboy Symposium
Request: \$5000.00
Date(s) of Event: October 7-9, 2016
Presenter: Sunny Hirschfeld/Hubbard Museum of the American West Foundation
**Lodger's Tax Approved \$2,000.00
Application No.0018**
- b. Purpose: Fort Stanton Live
Request: \$8000.00
Date(s) of Event: July 9-10, 2016
Presenter: Dr. Walter Pittman/Fort Stanton Inc.
**Lodger's Tax Approved \$4,000.00
Application No. 0015**
- c. Purpose: Carrizozo Festival & Artists Tour Request: \$2,500.00
Date(s) of Event: August 13, 2016
Presenter: Sen Talley/Carrizozo Festival & Artist Tour/Carrizozo Works
**Lodger's Tax Approved \$1,000.00
Application No. 0016**
- d. Purpose: Ruidoso Christmas Jubilee
Request: \$2,000.00
Date(s) of Event: November 11-13, 2016
Presenter: Paula Bates/Ruidoso Valley Greeters
**Lodger's Tax Approved \$1,000.00
Application No. 0017**

Recommendation:

Approve the Lodger's Tax Committee approved amounts for all Request totaling \$8,000.00.

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

MAR 14 2016

ADMINISTRATION
LINCOLN COUNTY NM

LODGER'S TAX REQUEST FORM

Name of Event: Lincoln County Cowboy Symposium Date(s) of Event: October 7, 8 & 9, 2016

Name of Organization(s) applying for Funding: Hubbard Museum of the American West Foundation

Amount requested for consideration: \$5,000

The following list of items will be considered as the Board of County Commissioners and the Lodger's Tax Committee reviews your request for funding. If any space is left blank, please provide reasoning.

Describe Event: The Hubbard Museum of the American West Foundation, a 501c3 organization, at Ruidoso Downs Racing Inc. is requesting Lodgers Tax funds from Lincoln County to promote the 27th Annual Lincoln County Cowboy Symposium on October 7, 8 & 9, 2016.

The Lincoln County Cowboy Symposium began as a dream of Ray Reed, local cowboy and musician, and was created to meet two very specific objectives. The first was to protect and honor the cultural heritage of the American Cowboy and the ranching way of life. The second objective was to improve tourism in Lincoln County during the shoulder season of October. Traditionally, Labor Day and the running of the All American Futurity signaled the end of the high season in the area. Ray approached R D Hubbard and R O Anderson who agreed that this was a worthwhile endeavor. They sponsored the first event in October of 1990.

Twenty seven years later, during the second full weekend in October, Ruidoso Downs Race Track will once again host the nation's finest cowboy & western swing musicians, horsemen, chuckwagon cooks, western artists and craftsmen for three days of events, demonstrations and outstanding cowboy programming for the entire family.

Have Lincoln County Lodger's Tax funds been requested for this event before? Please circle one: yes no

If yes:

How many years has Lincoln County Lodger's Tax funds been used for the Event listed below? 8 (according to available records)

List past years' requested funding amount(s):

Year: <u>14/15</u>	Amount requested: <u>\$5,000</u>	Amount funded: <u>\$5,000</u>
Year: <u>13/14</u>	Amount requested: <u>\$5,000</u>	Amount funded: <u>\$5,000</u>
Year: <u>10/11</u>	Amount requested: <u>\$3,000</u>	Amount funded: <u>\$2,455.03</u>
Year: <u>09/10</u>	Amount requested: <u>\$1,500</u>	Amount funded: <u>\$1,500</u>
Year: <u>08/09</u>	Amount requested: <u>\$1,500</u>	Amount funded: <u>\$1,500</u>
Year: <u>07/08</u>	Amount requested: <u>\$2,500</u>	Amount funded: <u>\$2,500</u>
Year: <u>06/07</u>	Amount requested: <u>\$4,000</u>	Amount funded: <u>\$2,448.06</u>
Year: <u>03/04</u>	Amount requested: <u>\$5,000</u>	Amount funded: <u>\$4,444.69</u>

What is the estimated total cost of the Event listed above for this year? \$356,800

What percentage of the cost of the Event listed above are you requesting from the County? 1.4%

How will the Event track guests who attend to determine how many out-of-town guests utilized County lodging as a result of the Event? Personal phone calls will be made to Lincoln County lodgers and RV parks in the month following the event. Random surveys will be conducted at the event.

Are there any in-kind or matching funds anticipated for the Event? The 2016 Lincoln County Cowboy Symposium is a proud recipient of an award for \$15,000 as a New Mexico True Event.

If funding is granted by the Board of County Commissioners, please list dollar amounts of how funds are anticipated to be used in advertising:

Newspaper advertising:	1,500	Radio:	6,000
Magazines:	6,000	Internet:	2,700
Printing	2,500	Other:	1,300

What percentage of your budget is planned to be used for out-of-County advertising? 80%

What sources and what amount of funding have been requested elsewhere? \$3,000 - VofRLT and \$5,000 CofRDLT

Please feel free to add additional pages for consideration, and samples of past advertising or brochures.

STATEMENT OF UNDEDRSTANDING

I understand that I am requesting public funds and they are to be administered according to State Law and County Ordinances, and I agree to submit a follow-up report with a financial statement within ninety (90) days following the event or I may forfeit the funds. I understand that funding recommended for approval by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Board of County Commissioners. I also understand that approved funding amounts may differ from the amount requested on this application.

Name of Applicant (Please Print): Sunny Hirschfeld

Signature of Applicant: *Sunny Hirschfeld*

Address: Street/City/Zip: PO Box 449, Ruidoso Downs NM 88346

Phone: 575/378-4431

Email: lccs@raceruidoso.com

Website: cowboysymposium.org

Date submitted: March 7, 2016

Please supply a list of attached documents, and include previous years' Event budgets:

2015 budget, 2016 budget, 2015 Program

FOR COUNTY USE:

Date received: *3/14/16*

Received by: *Billie J. Huran*

Added to Lodger's Tax Committee Agenda scheduled for: April 26, 2016

**LINCOLN COUNTY COWBOY SYMPOSIUM
ESTIMATED BUDGET 2015**

Expenses

Advertising	20,000
Chuckwagon Supplies	10,000
Entertainment	150,000
Fees/Licenses	300
Payroll	35,000
Payroll Expenses	18,000
Prizes	14,500
PR Special	18,000
Rentals	30,000
Sound	10,000
Supplies	9,000
Arena/Education Events	12,000
Entertainer Lodging	23,000
Travel	4,000

Total 353,800

Income

Admissions	200,000
Advertising	13,000
Chuckwagon Meal Tickets	22,000
Sponsorships	15,000
Vendor Booths	70,000

Total 320,000

**LINCOLN COUNTY COWBOY SYMPOSIUM
ESTIMATED BUDGET 2016**

Expenses

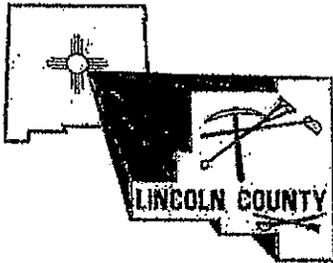
Advertising	20,000
Chuckwagon Supplies	10,000
Entertainment	150,000
Fees/Licenses	300
Payroll	35,000
Payroll Expenses	18,000
Prizes	14,500
PR Special	18,000
Rentals	30,000
Sound	10,000
Supplies	10,000
Arena/Education Events	12,000
Entertainer Lodging	25,000
Travel	4,000

Total 356,800

Income

Admissions	200,000
Advertising	13,000
Chuckwagon Meal Tickets	22,000
Sponsorships	30,000
Vendor Booths	70,000

Total 335,000



RECEIVED BY
LINCOLN COUNTY

APR 13 2016

County of Lincoln

FINANCE DEPARTMENT

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

www.lincolncountynm.net

LODGER'S TAX REQUEST FORM

Name of Event: Fort Stanton Live Date(s) of Event: 9/10 July 2016

Name of Organization(s) applying for Funding: Fort Stanton Inc.

Amount requested for consideration: \$8,000

The following list of items will be considered as the Board of County Commissioners and the Lodger's Tax Committee reviews your request for funding. If any space is left blank, please provide reasoning.

Describe Event:

Two day event; living history, military reenactments, Mesalero performs, live music, food vendors, historical lectures - event is family oriented

Have Lincoln County Lodger's Tax funds been requested for this event before? Please circle one: yes no

If yes:

How many years has Lincoln County Lodger's Tax funds been used for the Event listed below? 12 when awarded

List past years' requested funding amount(s):

Year: 2015 Amount requested: \$5,000 Amount funded: \$1,000

Year: 2014 Amount requested: \$5,000 Amount funded: \$4,500

Year: 2013 Amount requested: ? Amount funded: \$10,025 - Linda / Captain Hubbard / Downs

What is the estimated total cost of the Event listed above for this year? \$28,000

What percentage of the cost of the Event listed above are you requesting from the County? 18%

How will the Event track guests who attend to determine how many out-of-town guests utilized County lodging as a result of the Event? Each visitor - Questionnaire where from? - heard about FSL? - which media? where staying in Lincoln County? - 1st time FSL? - came for FSL? - family size?

Are there any in-kind or matching funds anticipated for the Event? Raidoso / Capitan Lodger's Tax

If funding is granted by the Board of County Commissioners, please list dollar amounts of how funds are anticipated to be used in advertising:

Newspaper advertising:	<u>\$3,770</u>	Radio:	<u>\$3,480</u>
Magazines:	<u>\$3,770</u>	Internet:	<u>\$3,335</u>
Printing:	<u>\$1,400</u>	Other:	

What percentage of your budget is planned to be used for out-of-County advertising? 70%

What sources and what amount of funding have been requested elsewhere?

Ruidoso Lodger's Tax - \$8,000

Please feel free to add additional pages for consideration, and samples of past advertising or brochures.

STATEMENT OF UNDERSTANDING

I understand that I am requesting public funds and they are to be administered according to State Law and County Ordinances, and I agree to submit a follow-up report with a financial statement within ninety (90) days following the event or I may forfeit the funds. I understand that funding recommended for approval by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Board of County Commissioners. I also understand that approved funding amounts may differ from the amount requested on this application.

Name of Applicant (Please Print):	Dr. Walter Earl Pittman	
Signature of Applicant:	Walter E. Pittman	
Address: Street/City/Zip:	2 Park Road	
Phone:	575-491-4235	Email: wpittman@uwa.edu
Date submitted:	25 March 2016	

Please supply a list of attached documents, and include previous years' Event budgets:

1. 2015 Media Schedule
2. 2015 Fort Stanton Live Expenses (as of August)
3. 2014 Fort Stanton Live Expenses

FOR COUNTY USE:	
Date received:	4/13/16
Received by:	Finance Dept.
Added to Lodger's Tax Committee Agenda scheduled for: April 2016	

FORT STANTON LIVE!

2015 Media Schedule

MEDIA	May	June	July	NET COST
<i>Guides/Magazine</i>				
2015/16 Ruidoso Visitors Guide				
1/3 page, 4-color square	in circulation from April 2015 through March 2016			\$1,776
New Mexico Magazine				
1/6 page vertical, 4-color		summer/events focus		\$1,030
Lincoln County Art Loop Guide				
size unknown				\$211
<i>Weekly Newspaper Tabloids (Entertainment Oriented)</i>				
Vamanos (Ruidoso, Alamo, Carlsbad) - Fridays				
1/4 page, 4-color		June 5, 12, 19 & 26	July 3 & 10	\$662
El Paso Times Tiempo - Fridays				
1/4 page, 4-color		June 19 & 26	July 3 & 10	\$441
Las Cruces Bulletin - Fridays				
1/4 page, b/w		June 19 & 26	July 3	\$612
Roswell Record Vision - every other Thursday				
1/4 page, 4-color		June 4 & 18	July 3	\$512
Lubbock Avalanche-Journal GO! - Fridays				
1/4 page, b/w		June 19 & 26	July 2	\$810
<i>Online digital ads</i>				
RuidosoNews.com		50,000 imp		\$300
AlamogordoNews.com		40,000 imp		\$240
CurrentArgus.com		40,000 imp		\$240
ElPasoTimes.com		150,000 imp		\$900
RDR.com (Roswell Record)		all imp for 1 month		\$400
LubbockOnline.com		100,000		\$600
<i>Radio</i>				
Ruidoso/SE NM: KRUI-AM News Talk		6 weeks		\$375
W105-FM Country		6 weeks		\$375
Ruidoso: KBUY-FM Classic Hits		3 weeks		\$270
Roswell: KBCQ-AM Classic Hits		3 weeks		\$497
Roswell: KBIM-FM Country		4 weeks		\$480
Carlsbad: KATK-AM News Talk		3 weeks		\$240
Alamogordo: KQEL-FM Oldies		4 weeks		\$528
TOTAL				\$11,499

Fort Stanton Live Expenses

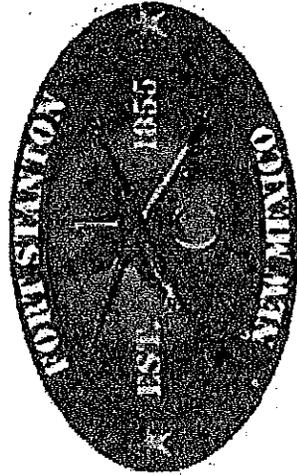
2014

FUNCTION	EXPENSE
	\$
Chris Kofakis	1,000.00
	\$
Adventure Marketing	850.00
	\$
Bonkers Graphic Design	550.00
	\$
True West Publishing	350.00
	\$
New Mexico Magazine	1,050.00
	\$
Visual Imaging	120.00
	\$
Visitors Guide Ruidoso	850.00
	\$
Clear Channel Broadcasting	580.00
	\$
Ruidoso News	3,000.00
	\$
Cannon Industries Porta Potties	2,650.00
	\$
Wild West Magazine	525.00
	\$
Ruidoso News	665.00
	\$
Abilene Reporter	600.00
	\$
Albuquerque On Line	1,285.00
	\$
Clear Channel El Paso	580.00
	\$
Bear Sky Graphics	520.00
	\$
San Angelo Standard	600.00
	\$
MTD Inc.	500.00
	\$
The West Radio	200.00
	\$
Majestic Roswell	640.00
	\$
The Agency	340.00
Ronney Moon Radio Portales	\$

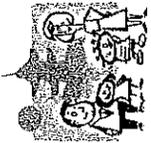
	650.00
	\$
Carlsbad Rancho	400.00
	\$
Mescalero	800.00
	\$
Band	800.00
	\$
Gift Shop Bags	1,000.00
	\$
T Shirts	650.00
	\$
KCRS-AM Odessa	570.00
	\$
Petty Cash, Reenactors, etc.	4,000.00
	\$
Reenactor Meals	950.00
	\$
Wieder History Group, Advertise	530.00
	\$
J. Pope	200.00
	\$
	28,005.00



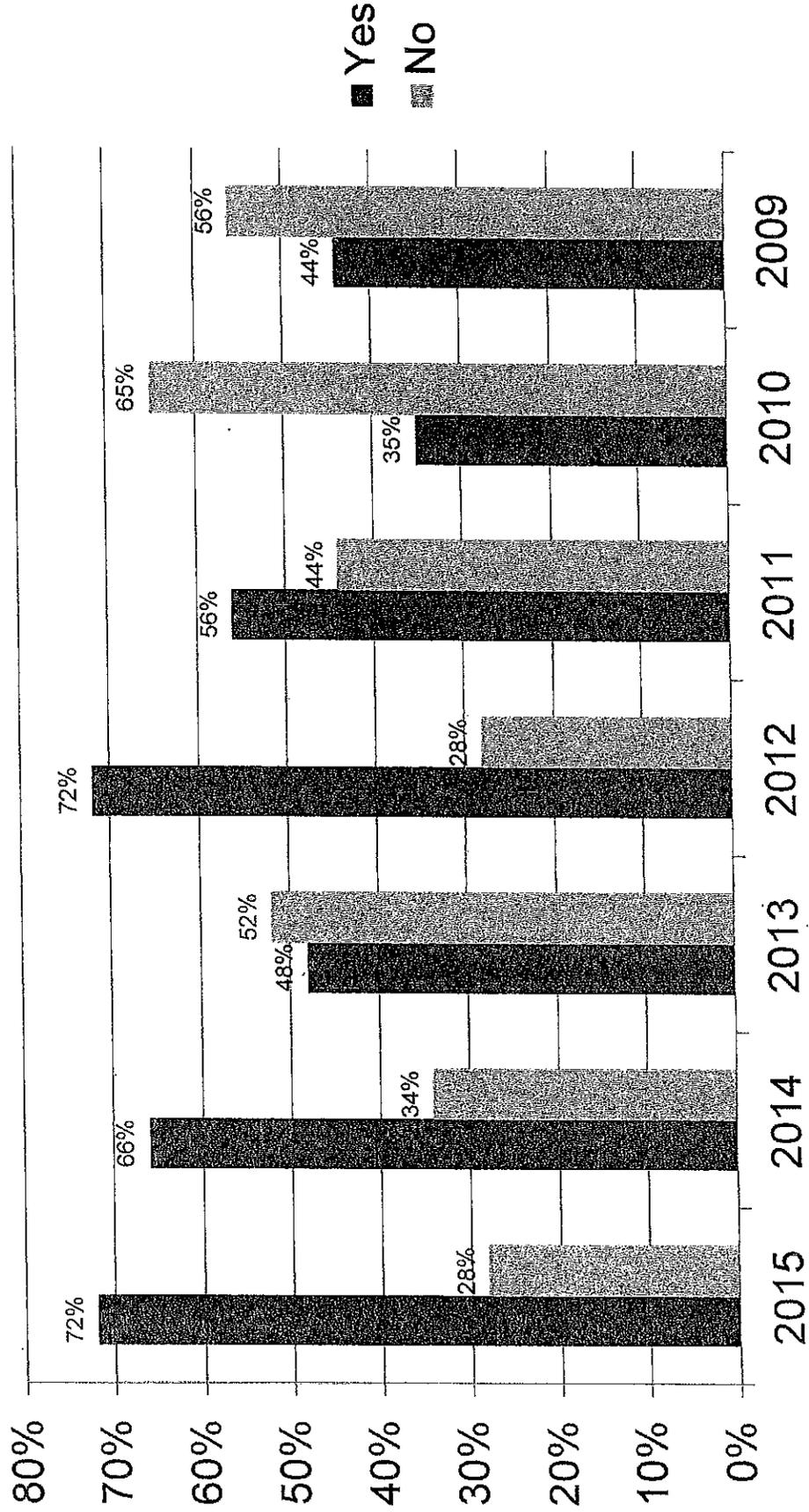
Fort Stanton Live! 2015



July 11-12, 2015

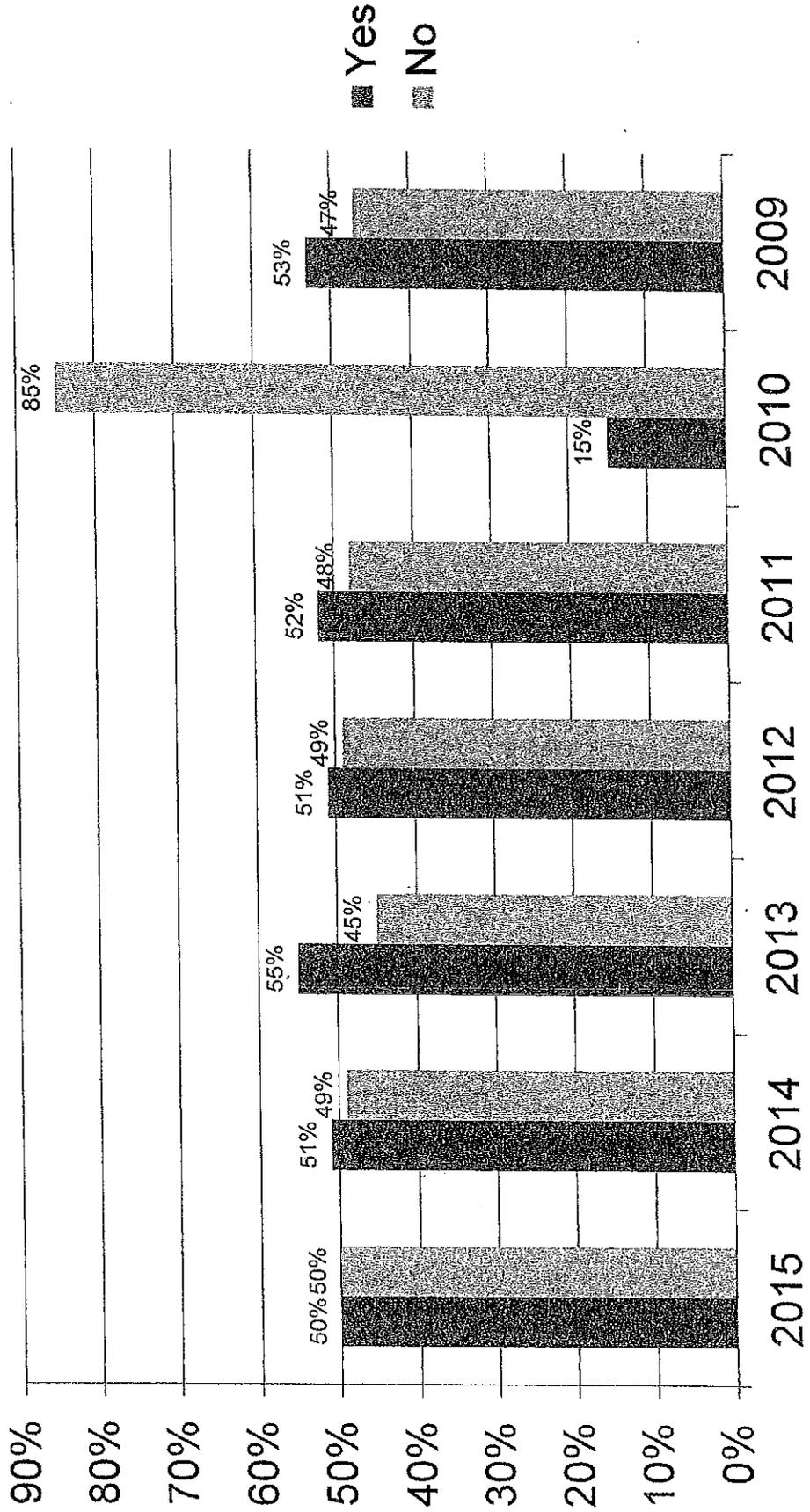


First Time at Fort Stanton Live



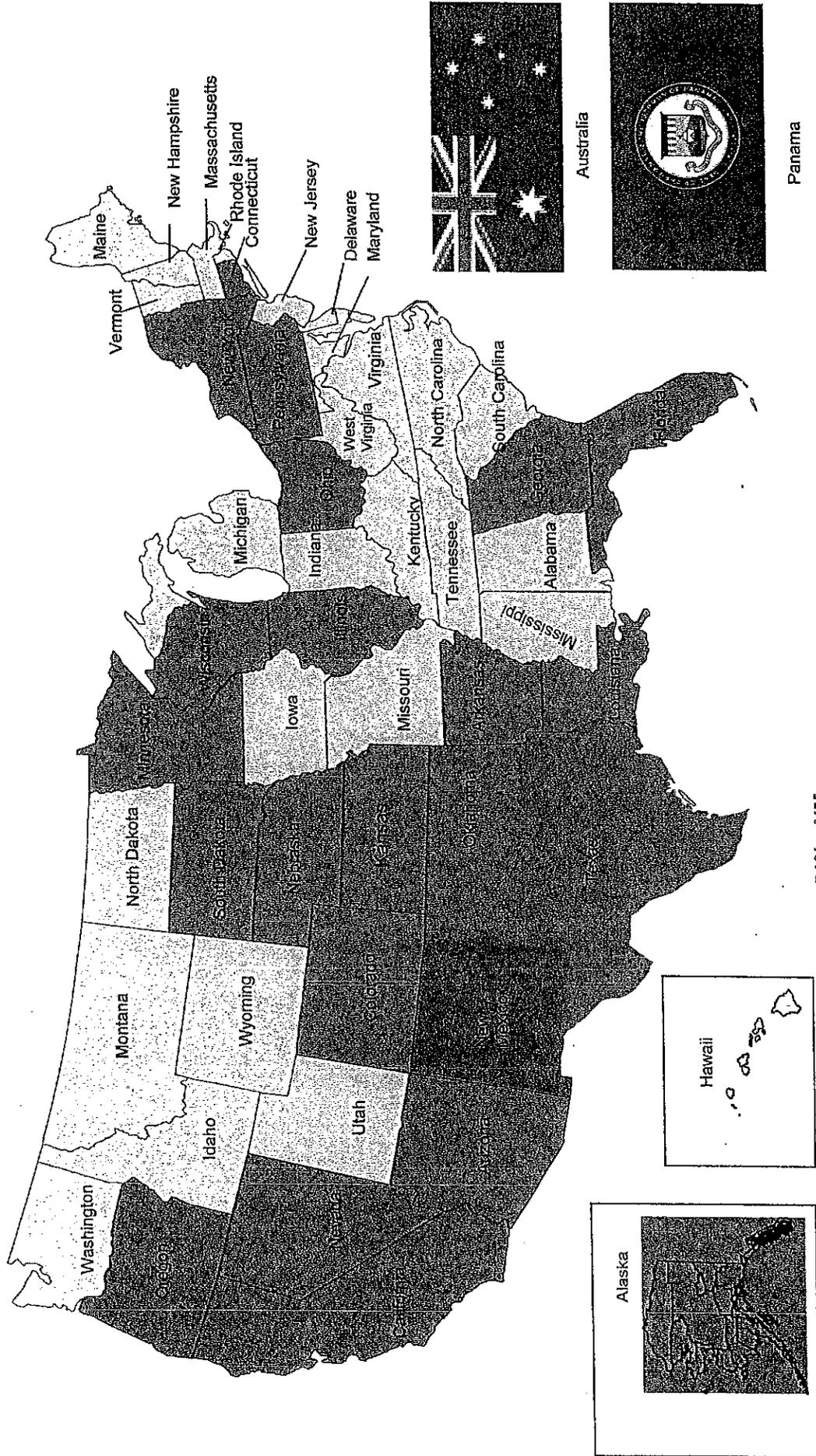


Travel to Lincoln County Principally for FSL



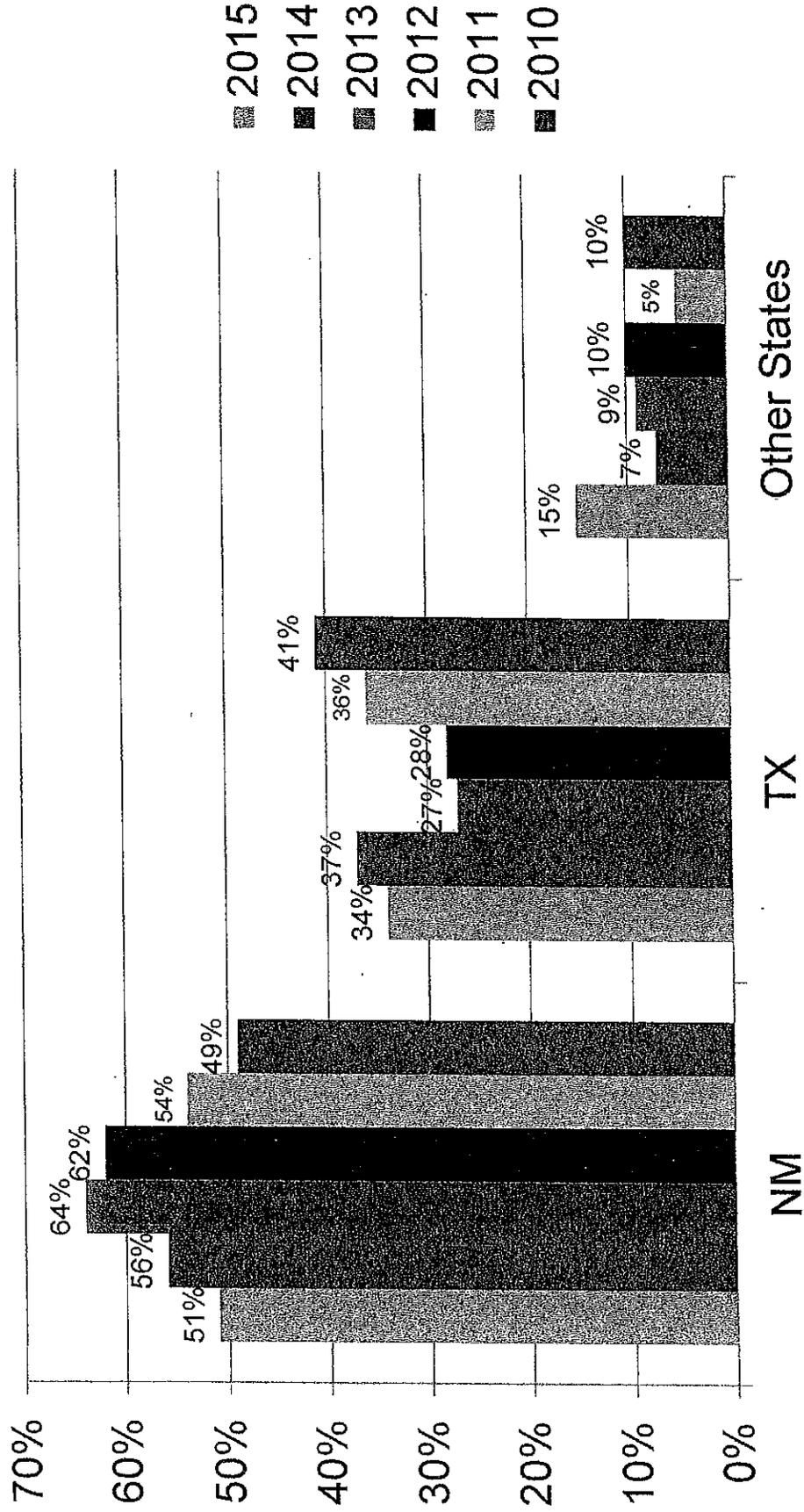


Places We Came From



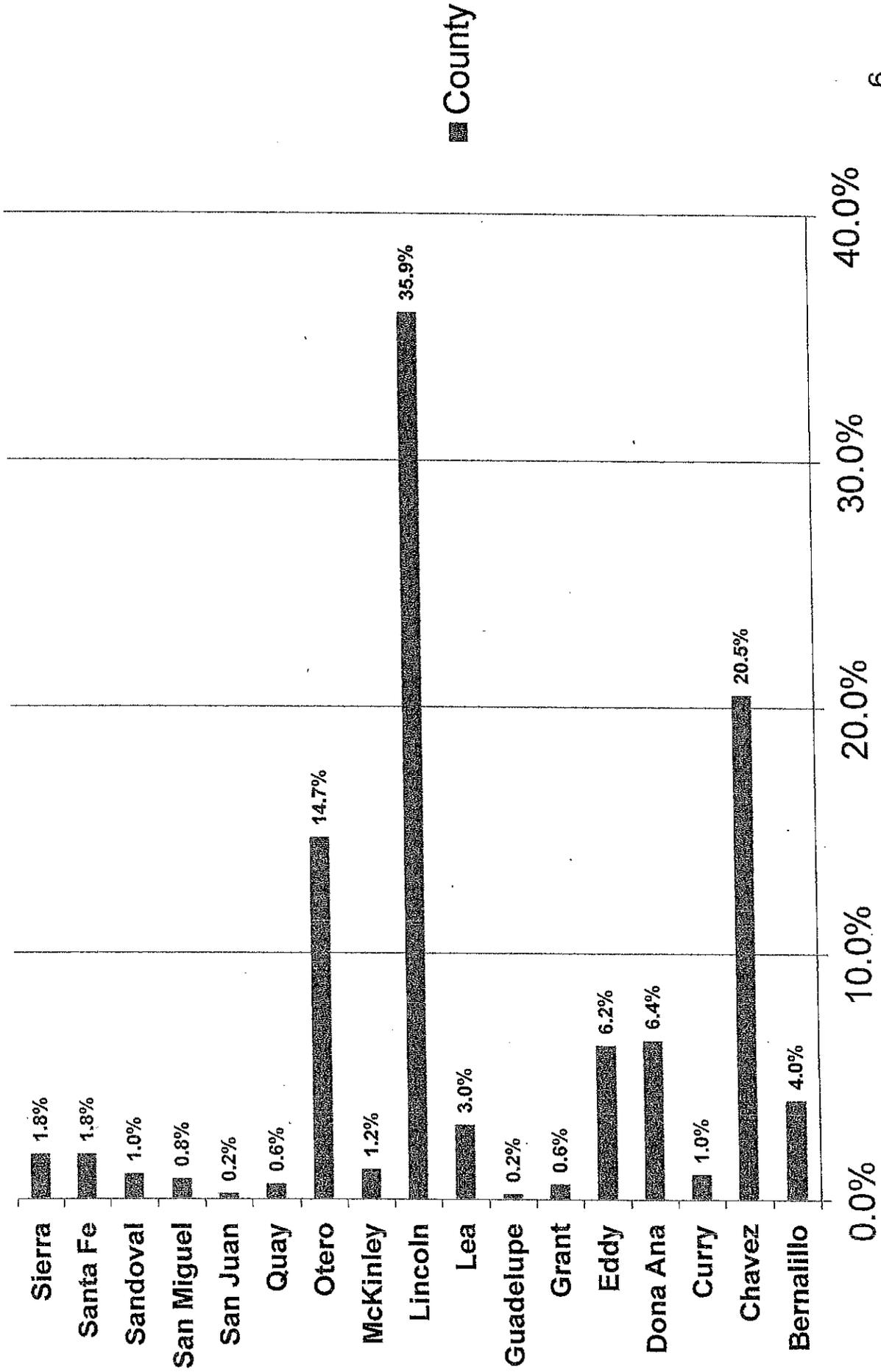


Where We Are From



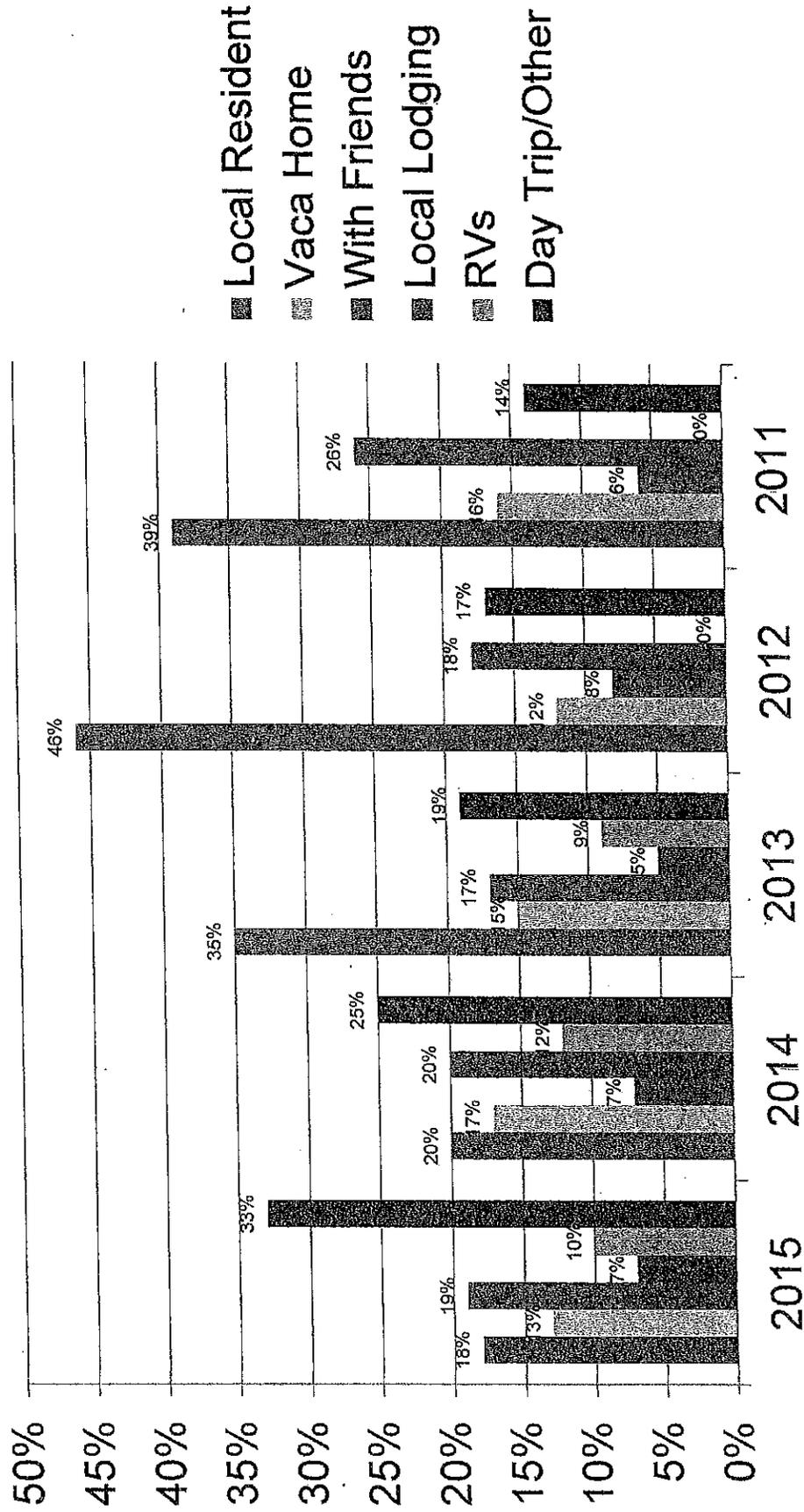


New Mexico Distribution





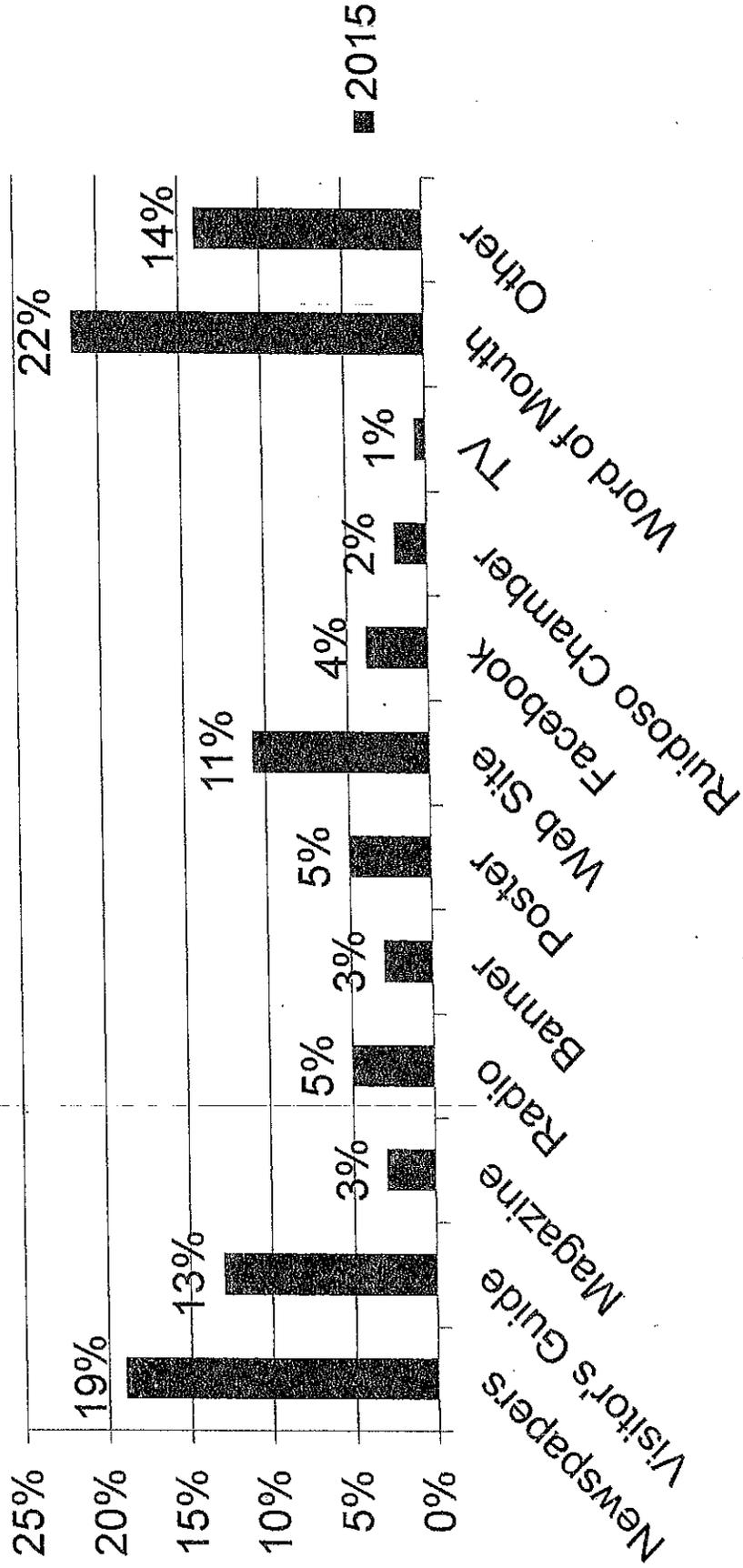
Where We Stayed

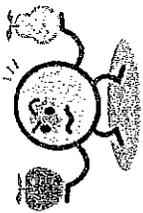




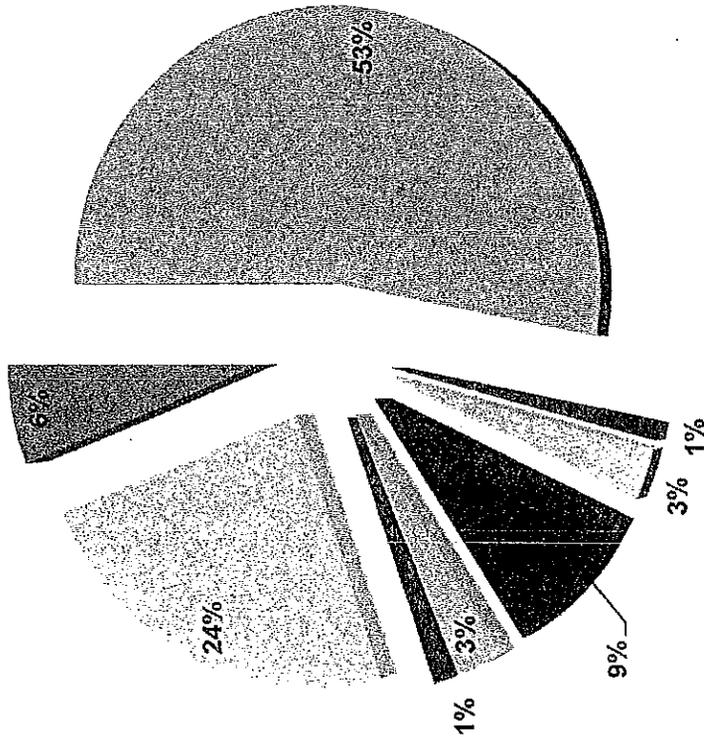
How Did You Hear About FSL

2015



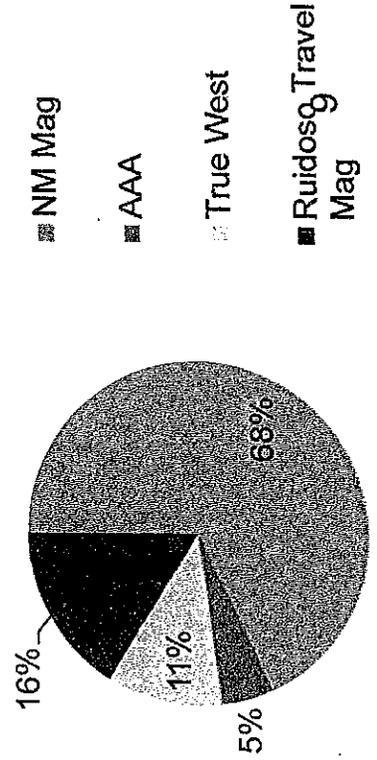


Which Paper



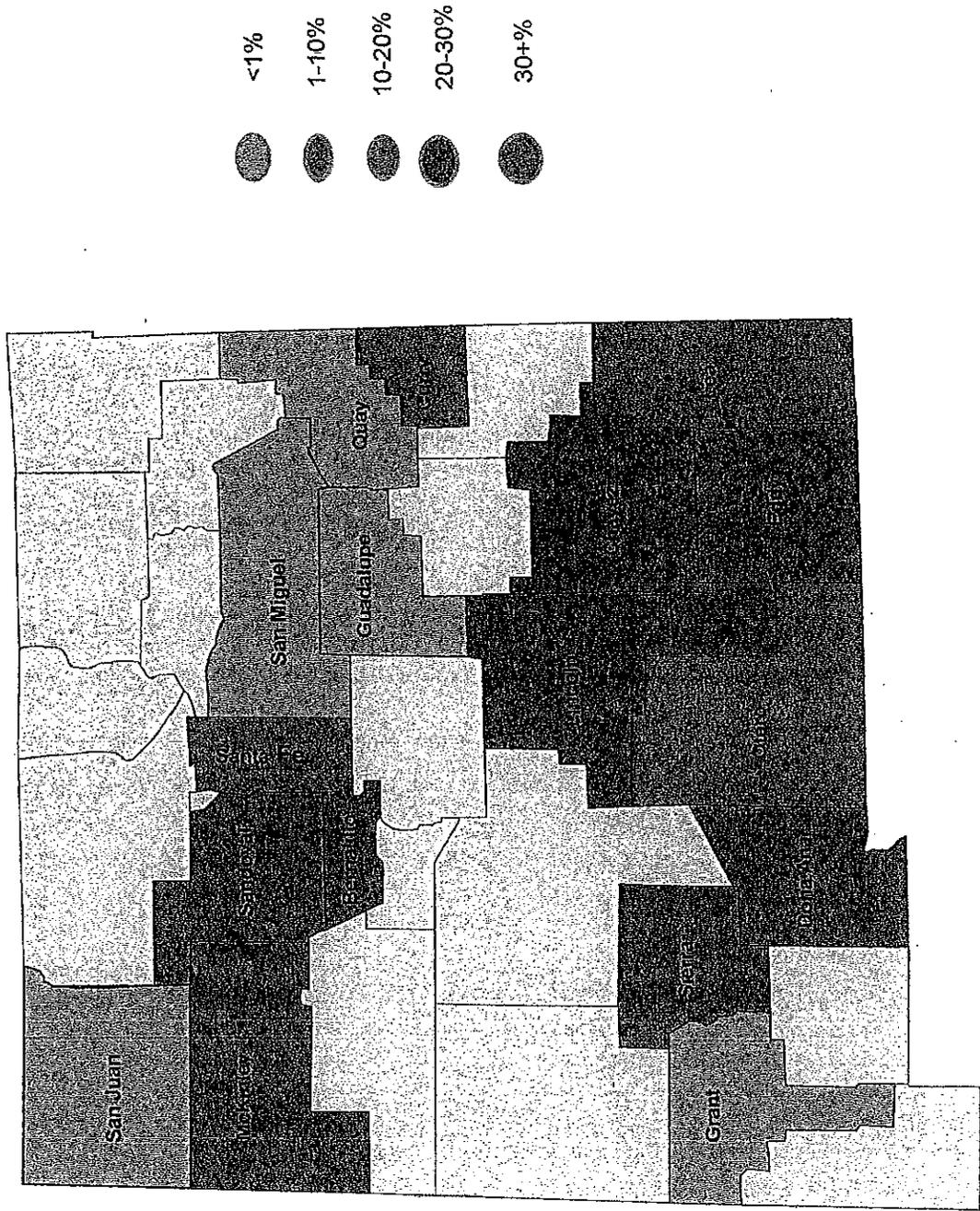
- Ruidoso News
- Albuquerque Journal
- Las Cruces Sun
- El Paso Times
- Alamogordo
- Ft Bliss Bugle
- Roswell Daily Record
- Lubbock Avalanche

Which Magazine

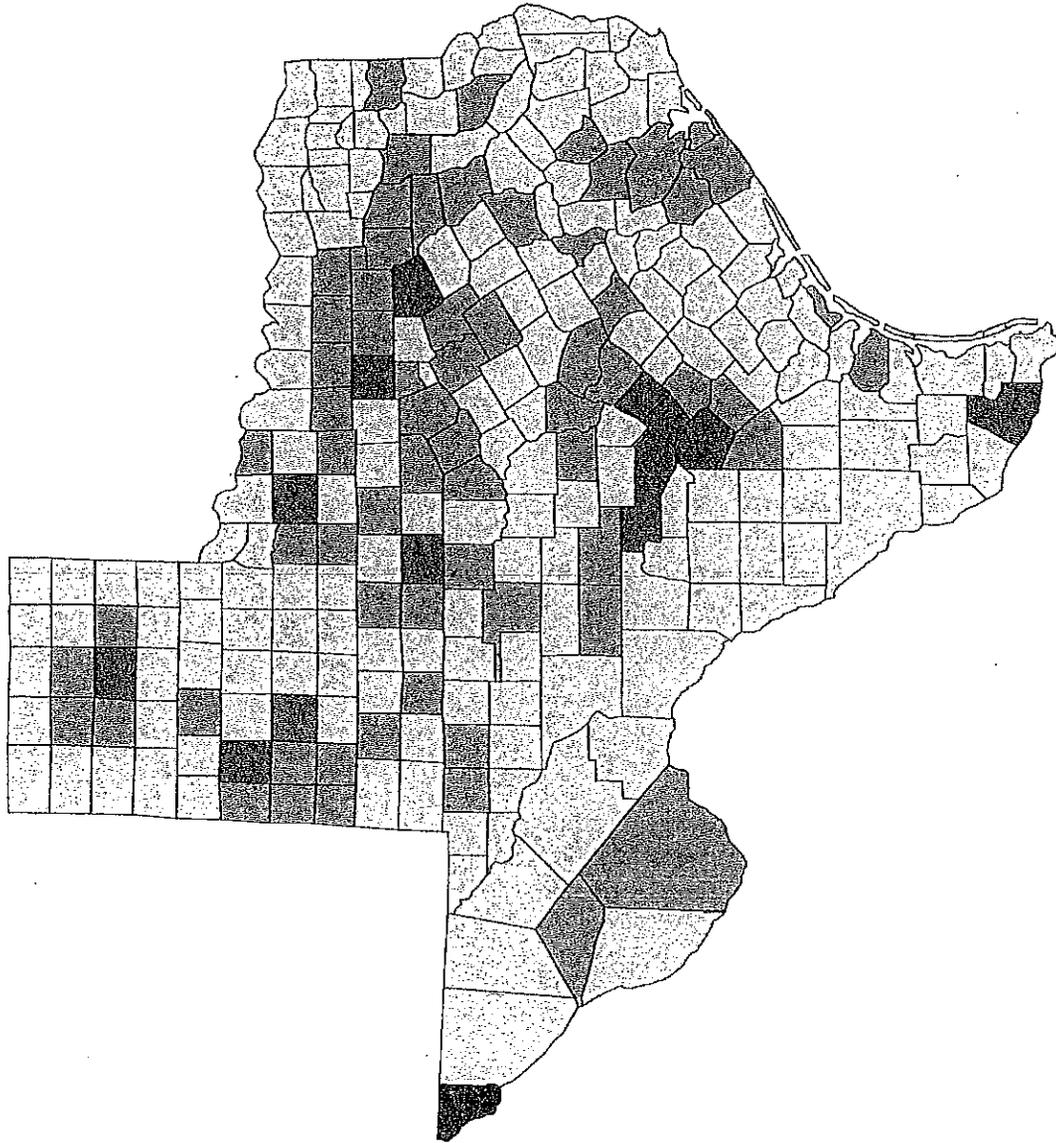


- NM Mag
- AAA
- True West
- Ruidoso Travel Mag

New Mexico

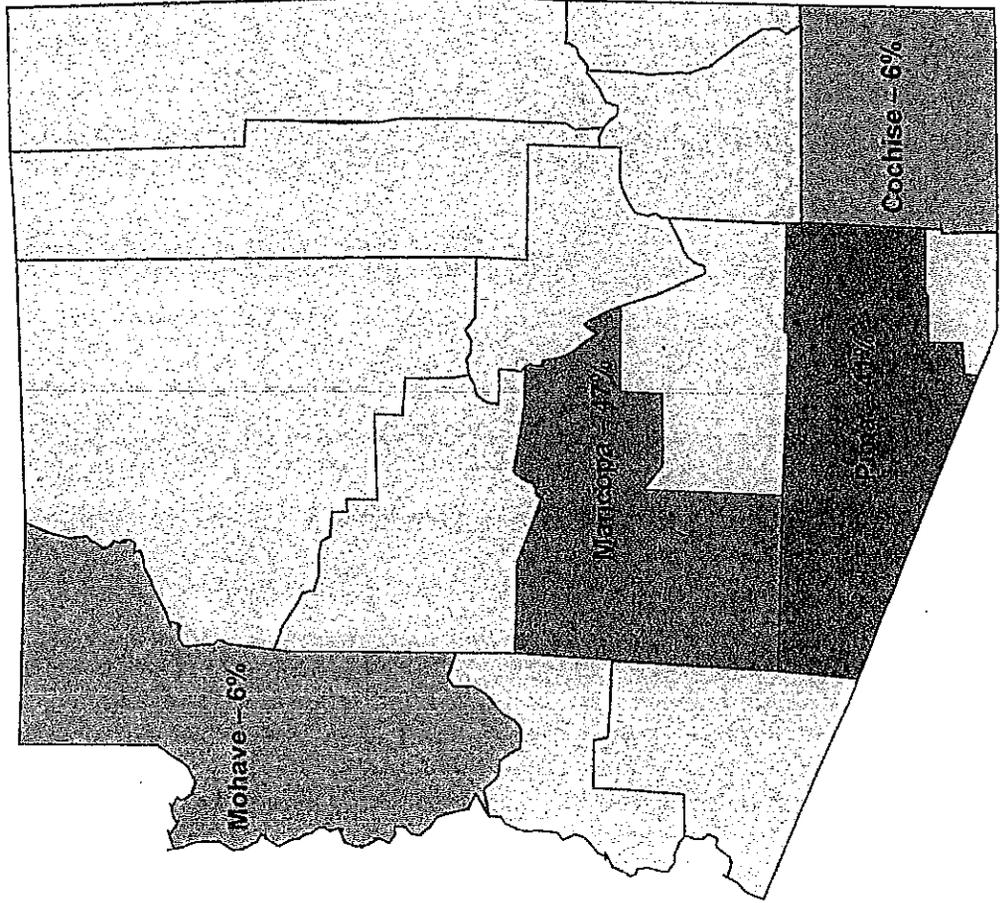


Texas



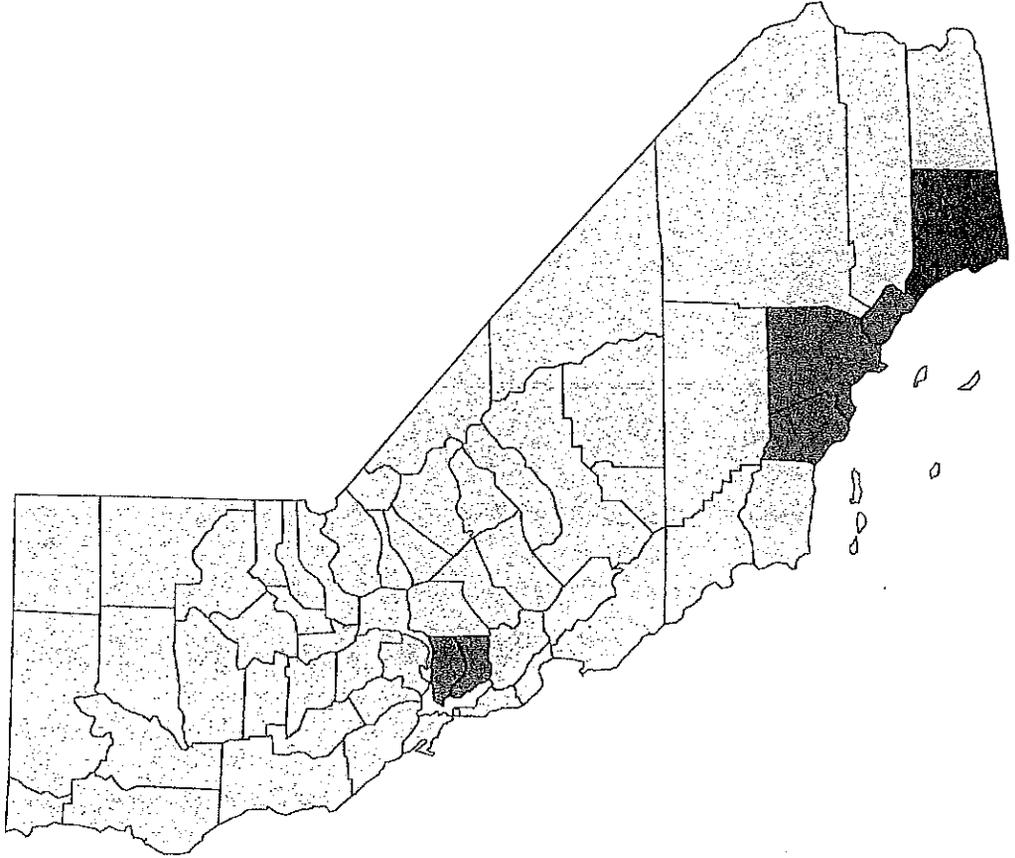
- - < 1%
- - 1-2%
- - 2-4%
- - 4-10%
- - > 10%

Arizona



California

1-15%
15-30%
30-45%



MAY 02 2016

Lincoln County Lodger's Tax Request Form
County of Lincoln

ADMINISTRATION
 LINCOLN COUNTY NM

P.O. Box 711 ~ 300 Central Avenue, Carrizozo NM 88301-0711 ~ 575-648-2385

Name of Event: Carrizozo Festival & Artists Tour Date(s) of Event: August 13, 2016
 Name of Organization Applying for Funding: Carrizozo Festival & Artists Tour / Carrizozo Works, Inc.

Amount requested for consideration: \$2,500

The following list of items will be considered as the Board of County Commissioners and the Lodger's Tax Committee review your request for funding. If any space is left blank, please provide reasoning.

Describe Event: The Festival will include tours of the artist studios, as well as a variety of vendors, food service providers, and music both in MacDonal Park and on 12th Street. A street dance is planned for Saturday evening followed by some amazing fireworks! A host of other activities are also in the planning stages, including activities for children. This year's Festival is unique in that it is a late-in-the-day event to avoid the heat of the day. The parade will be at 4:00 p.m. and the rest of the fun will begin immediately thereafter. The goal of the event is to attract visitors and potential residents to Carrizozo and Lincoln County and to demonstrate that we are a welcoming, vital community with activities for people of all ages. This second annual Carrizozo Festival & Artists Tour will support existing businesses, attract new businesses and jobs, and showcase the warmth, vitality, and potential of Carrizozo to become a more self-sustaining community.

Have Lincoln County Lodger's Tax funds been requested for this event before? No

How many years has Lincoln County Lodger's Tax Funds been used for the Event listed below? None

What is the estimated total cost of the Event listed above for this year? \$14,000

What percentage of the cost of the Event listed above are you requesting from the County? 16%

How will the Event track guests who attend to determine how many out-of-town guests utilized County lodging as a result of the Event? Motels will provide numbers on forms that Festival will provide. See attached.

Are there any in-kind or matching funds anticipated for the Event? The Festival is applying for funding to a broad spectrum of organizations which we have listed in the question/answer below. We anticipate several organizations (perhaps Walmart, Lincoln County Mercantile, and Smokey's Country Market) may want to contribute in-kind items.

If funding is granted by the Board of County Commissioners, please list dollar amounts of how funds are anticipated to be used in advertising.

Lincoln County Lodger's Tax Request Form ~ Carrizozo Festival & Artists Tour ~ Page 2

Newspaper advertising	\$ <u>1,200</u>	Lincoln County News, Ruidoso News, Enchantment, Las Cruces Sun News, Roswell Daily Record (If we get additional funding, we will advertise in Socorro, Santa Fe Las Cruces and Albuquerque newspapers)
Radio	\$ <u>800</u>	Ruidoso, Alamogordo
Magazine	\$ <u>2,400</u>	Ruidoso Visitors Guide (already committed) & NM Magazine
Internet	\$ <u>0</u>	Photos, Facebook, Twitter, YouTube, Carrizozo Works website
Printing	\$ <u>1,000</u>	Printing – flyers, brochures
Other	\$ <u>250</u>	Banner, signage
Total	\$ <u>5,650</u>	

What percentage of your budget is planned to be used for out-of-county advertising? 20%-30%

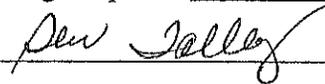
What sources and what amount of funding have been requested elsewhere? The Festival is applying for funding to a broad spectrum of organizations including: City Bank (\$1,000), Otero County Electric Cooperative Round Up Program (\$2,500 – cannot be used for advertising), Carrizozo Lodger's Tax (\$2500), Family Dollar (\$500), Zia Natural Gas Company (\$500), Tularosa Basin Telephone Company (\$500) and local businesses, as well as Lincoln County Mercantile (\$250), Smokey's Country Market (\$250), Walmart, Allsup's (\$500), Valero (\$500), Greentree Solid Waste (\$250),

Please feel free to add additional pages for consideration, and samples of past advertising or brochures.

Rules and Regulations

I understand that I am requesting public funds and they are to be administered according to State Law and County Ordinances, and I agree to submit a follow up report with a financial statement within in 90 days following the event or I may forfeit the funds. I understand that funding recommended for approval by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Commission. I also understand that approved funding amounts may differ from the amount requested on the application.

Name (print) of Applicant Making Request: Carrizozo Works, Inc. (Sen Talley, Treasurer)

Signature of Applicant: 

Address/City/Zip: P.O. Box 1036, Carrizozo, 88301

Phone: Sen Talley 575-648-2038 Email: zozosen@gmail.com

Date Submitted: 04-30-2016

Please supply a list of attached documents, and include previous year's Event budgets:

2015 Budget

Sponsorship Levels

Sample Tracking Form for Motels

FOR COUNTY USE:

Date Received:

Received by:

Added to Lodger's Tax Committee Agenda scheduled for:

**Carrizozo Festival and Artists Studio Tours
2015 Budget**

	\$
Children's activities	613.00
Music	836.00
Insurance	361.00
Advertising	2023.00
Photography	100.00
Stage	1450.00
Tents	36.00
Parade	32.00
Postage	<u>9.00</u>
	<u><u>5,460.00</u></u>

Carrizozo Festival and Artist Tour

Sponsorship Levels

Turquoise Sponsor - \$2500

- Special presentation to Sponsor at Festival Street Dance
- Special listing on Turquoise Sponsor Banner
- Sponsor recognition in all marketing materials
- Multiple mentions by Master of Ceremonies from Parade Reviewing Stand and Music Venues
- Graphic link on our website for one year
- Listing in the official Festival Program
- Listing on Carrizozo Festival and Artist Tour promotional poster

Gold Sponsor - \$1500

- Sponsor recognition in all marketing materials
- Special presentation to Sponsor at Street Dance
- Multiple mentions by Master of Ceremonies from Parade Reviewing Stand and Music Venues
- Graphic link on our website for one year
- Listing in the official Festival Program
- Listing on Carrizozo Festival and Artist Tour promotional poster

Silver Sponsor - \$1000

- Sponsor recognition in all marketing materials
- Listing in the official Festival Program
- Listing on Carrizozo Festival and Artist Tour promotional poster
- Graphic Link on our website for one year

Copper Sponsor - \$750

- Sponsor recognition in all marketing materials
- Listing in the official Festival Program
- Listing on Carrizozo Festival and Artist Tour promotional poster

Lava Sponsor - \$500

- Listing in the official Festival Program
- Listing on Carrizozo Festival and Artist Tour promotional poster

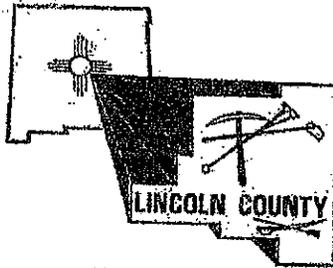
Quartz Sponsor - \$250

- Listing in the official Festival Program

RECEIVED

APR 26 2016

Copy Request
2016



www.lincolncountynm.net

ADMINISTRATION COUNTY OF *County of Lincoln*

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

LODGER'S TAX REQUEST FORM

Name of Event: Buidoso Christmas Jubilee Date(s) of Event: Nov. 11, 12, 13 2016

Name of Organization(s) applying for Funding: Buidoso Valley Greeters

Amount requested for consideration: \$2,000.00

The following list of items will be considered as the Board of County Commissioners and the Lodger's Tax Committee reviews your request for funding. If any space is left blank, please provide reasoning.

Describe Event:

Christmas Jubilee is held to entice visitors to our area during a slow time for lodgers & vendors. Buidoso Greeters are a non-profit organization composed of volunteers and this event is our only fund raising event of the year.

Have Lincoln County Lodger's Tax funds been requested for this event before? Please circle one: yes no

If yes:

How many years has Lincoln County Lodger's Tax funds been used for the Event listed below? over 10 yrs.

List past years' requested funding amount(s):

Year: 2013 Amount requested: \$2,000 - Amount funded: \$1,000.00

Year: 2014 Amount requested: \$2,000 - Amount funded: \$1,000.00

Year: 2015 Amount requested: \$2,000 - Amount funded: \$1,000.00

What is the estimated total cost of the Event listed above for this year? 17,500.00

What percentage of the cost of the Event listed above are you requesting from the County? \$2,000.00

How will the Event track guests who attend to determine how many out-of-town guests utilized County lodging as a result of the Event? The members do random surveys, with questions of "Where do they live, where are they staying and how they heard about this event"

Are there any in-kind or matching funds anticipated for the Event? yes

If funding is granted by the Board of County Commissioners, please list dollar amounts of how funds are anticipated to be used in advertising:

Newspaper advertising: <u>\$3,227.00</u>	Radio: <u>\$200.00</u>
Magazines: <u>\$800.00</u>	Internet: <u>\$500.00</u>
Printing: <u>\$2,000.00</u>	Other: <u>\$200.00</u>

What percentage of your budget is planned to be used for out-of-County advertising?

53% of Budget

What sources and what amount of funding have been requested elsewhere?

Village of Ruidoso and City of Ruidoso DONRA \$2,000 - \$1,000 -

Please feel free to add additional pages for consideration, and samples of past advertising or brochures.

STATEMENT OF UNDERSTANDING

I understand that I am requesting public funds and they are to be administered according to State Law and County Ordinances, and I agree to submit a follow-up report with a financial statement within ninety (90) days following the event or I may forfeit the funds. I understand that funding recommended for approval by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Board of County Commissioners. I also understand that approved funding amounts may differ from the amount requested on this application.

Name of Applicant (Please Print):	PAULA Bates	
Signature of Applicant:	Paula Bates	
Address: Street/City/Zip:		
Phone:	512-796-7023	Email: pray7004@SBCglobal.net
Date submitted:	April 25, 2016 → send this packet in Feb 2016 but your staff said they never received - I have the mail receipt to prove it, don't know why you didn't get it.	

Please supply a list of attached documents, and include previous years' Event budgets:

See next page -

FOR COUNTY USE:	
Date received:	4/26/16
Received by:	Billie-Jo Guevara
Added to Lodger's Tax Committee Agenda scheduled for:	MAY 2016

ADVERTISING BUDGET FOR CHRISTMAS JUBILEE

	A	B	C	D	E	F
1	RuidosoWeb Corp					476.52
2	Go Daddy (Jill Duncan)					47.51
3	Domain Contract					128
4	Pam Robertson(facebook)					\$1,047.09
5	Old Lincoln Days					110
6	Southwest Advertising					158.25
7	Print Plus					
8		Set Up		50		
9		Posters		\$187.50		
10		Book Marks		375		
11		Rack Cards		685		
12		Cards for Cleaners		50		
13		Tax		102.18		
14		Total				1458.62
15						
16	Ruidoso News					
17		Vamonos		\$537.68		
18		Ruidoso News Ads		119		
19		Ruidosonews.com		\$521.40		
20		Alamogordo Daily News		\$118.66		
21		Hologram		\$109.22		
22		Misdile Ranger		93.04		
23		Carlsbad Current-Argus		123.55		
24		El Paso Times		\$1,092.80		
25		Las Cruces Pluse		\$237.85		
26		Military R&R		273.08		
27						
28		Total				\$3227.06
29						
30	Total for Advertising					\$6,648.05

Lincoln County Lodgers' Tax Committee Minutes
Regular Meeting
May 31, 2016
Lincoln County Annex, New Mexico

Members present: James Hobbs, Sue Hutchison, Sheri Rodgers
Members absent: David Vigil

1. Call to Order

The meeting was called to order at 10:29 a.m. by Chair Sue Hutchison due to the need to wait for a quorum of Committee members to be present.

2. Roll Call

Sue Hutchison read Roll Call, noting the absence listed above. A quorum was established.

3. Approval of Minutes of April 29, 2016 Regular Meeting

Minutes had been reviewed prior to the meeting by board members present. Sheri Rodgers offered a motion to accept the minutes as presented, with Sue Hutchison offering a second. The motion passed unanimously.

Sue Hutchison presented information to the Committee and the citizens in attendance, notifying them that the total of requested funds exceeded available Lodgers' Tax Funds for consideration, and asked that each group consider accepting a lower recommendation for funding. Verified funds available for consideration at the meeting totaled \$9,529.89.

4. Funding Requests:

- a. Lincoln County Cowboy Symposium: Amount requested for consideration: \$5,000. DATES: October 7-9, 2016.

This request had been tabled at the April Committee meeting due to lack of available funds. The item was untabled and discussed. Due to Ms. Sunny Hirschfeld attending the April Lodgers' Tax Committee meeting and presenting information at that time, a motion was offered by Sue Hutchison to recommend \$2,000 funding, James Hobbs offered a second, and the motion passed unanimously.

- b. Fort Stanton Live: Amount requested for consideration: \$8,000. DATES: July 9-10, 2016

This request had been tabled at the April Committee meeting due to lack of available funds. The item was untabled and discussed. Dr. Walter Pittman and Mr. Jorlah Cavanagh were present to answer questions. Fort Stanton has requested additional funding for their event from other sources and presented a number of statistical tracking tools indicating past years' attendance, first time visitors, and out of state guests to the annual event.

Sue Hutchison offered a motion to recommend \$4,000 funding, with Sheri Rodgers offering a second. The motion passed unanimously.

- c. Carrizozo Festival and Artists' Tour: Amount requested for funding: \$2,500. DATES: August 13, 2016

Ms. Sen Talley and Ms. Linda Rodriguez were present to answer questions. The Festival is in its second year, has requested additional funding from more than ten other sources, and has planned the event in the early evening hours when temperatures begin to decline to attract more visitors. Sponsorships are offered as an additional funding source. The Committee asked about how the event would track out of town/state visitors. There will be methods set in place to do so, along with tracking which sources of advertising net the most response.

Sheri Rodgers offered a motion to recommend \$1,000 for funding, with James Hobbs offering a second. The motion passed unanimously.

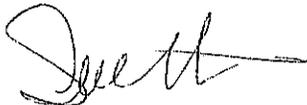
- d. Ruidoso Christmas Jubilee: requested for funding: \$2,000. DATES: November 11-13 2016

Ms. Paula Bates and a number of Ruidoso Valley Greeters were present to answer questions. The event has a longstanding record of attracting visitors from out of town/state and also attracts dozens of local vendors, artisans and crafters. The event is annually scheduled to try to offset the lull in visitors due to the gap between horseracing and skiing. Tracking of visitors is accomplished by both registration and by verbal surveying.

Sue Hutchison offered a motion to recommend \$1,000 for funding, with Sheri Rodgers offering a second. The motion passed unanimously.

- 5. Acceptance of A. Expense Budget Report ending April 30, 2016 and B. Outstanding Purchase Orders ending April 29, 2016.
Reports were accepted by the Committee.
- 6. Next Meeting: scheduled for June 28, 2016.
- 7. Adjournment: the meeting adjourned at 11:20 a.m.

Respectfully submitted,



Sue Hutchison, Chair
Lincoln County Lodgers' Tax Committee

LINCOLN COUNTY LODGER'S TAX APPLICATION FOR FUNDING

Date: 5/31/16

Application Number: 0018

Section 1

Hubbard Museum of the American West Foundation

Name of Organization: Lincoln Co. Cowboy Symposium

Organization is Profit Non-Profit Government Related

Address of Contact: PO Box 449 Phone: 575/3784431
Ruidoso Downs NM 88346

Amount requested: 5,000.00

If approved, funds will be used in the following manner:

advertising radio

By signing below, I attest that I will provide the County of Lincoln all applicable documentation necessary to validate that the funds received were used in accordance with the Lincoln County Lodger's Tax Ordinance.

Sunny Hirschfeld

06/03/16

Signature of Contact

Date

NOTE: Credit/Tag line MUST appear or be given as follows: Paid for by Lincoln County Lodger's Tax

Section 2 Lodger's Tax Committee

Meeting date: 5/31/16 Amount approved for recommendation: 2,000.00

Authorized Signature: _____

Section 3 Lincoln County Board of Commissioners

Meeting date: 6/28/16 Amount approved: _____ Denied: _____

Comments: _____

County Manager's Signature: _____

NOTE: FUNDS WILL NOT BE RELEASED BY LINCOLN COUNTY UNTIL A FULLY EXECUTED REIMBURSEMENT FORM IS SIGNED AND RETURNED TO THE COUNTY OF LINCOLN.

Distribution:

- 1. County Manager
- 2. County Finance
- 3. Lodger's Tax Committee
- 4. Organization

LINCOLN COUNTY LODGER'S TAX APPLICATION FOR FUNDING

Date: 5.31.16

Application Number: 0015

Section 1

Name of Organization: FORT STANTON, INC.

Organization is Profit Non-Profit Government Related

Address of Contact: PO BOX 1 Phone: 310.428.8978(c)
FORT STANTON, NM
88323

Amount requested: 8,000.00

If approved, funds will be used in the following manner:
Advertising & marketing/media buys.

By signing below, I attest that I will provide the County of Lincoln all applicable documentation necessary to validate that the funds received were used in accordance with the Lincoln County Lodger's Tax Ordinance.

Joriat Kavanagh 5.31.16
Signature of Contact JORIAH KAVANAGH Date

NOTE: Credit/Tag line MUST appear or be given as follows: Paid for by Lincoln County Lodger's Tax

Section 2 Lodger's Tax Committee

Meeting date: 5/30/16 Amount approved for recommendation: 4,000.00

Authorized Signature: [Signature]

Section 3 Lincoln County Board of Commissioners

Meeting date: 6/28/16 Amount approved: _____ Denied: _____

Comments: _____

County Manager's Signature: _____

NOTE: FUNDS WILL NOT BE RELEASED BY LINCOLN COUNTY UNTIL A FULLY EXECUTED REIMBURSEMENT FORM IS SIGNED AND RETURNED TO THE COUNTY OF LINCOLN.

Distribution:

- 1. County Manager
- 2. County Finance
- 3. Lodger's Tax Committee
- 4. Organization

LINCOLN COUNTY LODGER'S TAX APPLICATION FOR FUNDING

Date: 5/31/16

Application Number: 0016

Section 1

Name of Organization: CARRIZO Festival and Artists Tour / CARRIZO Works Inc

Organization is Profit Non-Profit Government Related

Address of Contact: Ben Talley Phone: 648-2038

Amount requested: 2,500.00

If approved, funds will be used in the following manner:

Advertising

By signing below, I attest that I will provide the County of Lincoln all applicable documentation necessary to validate that the funds received were used in accordance with the Lincoln County Lodger's Tax Ordinance.

Signature of Contact: [Signature]

Date: 31 May 2016

NOTE: Credit/Tag line MUST appear or be given as follows: Paid for by Lincoln County Lodger's Tax

Section 2 Lodger's Tax Committee

Meeting date: 5/31/16 Amount approved for recommendation: 1,000.00

Authorized Signature: [Signature]

Section 3 Lincoln County Board of Commissioners

Meeting date: 6/28/16 Amount approved: _____ Denied: _____

Comments: _____

County Manager's Signature: _____

NOTE: FUNDS WILL NOT BE RELEASED BY LINCOLN COUNTY UNTIL A FULLY EXECUTED REIMBURSEMENT FORM IS SIGNED AND RETURNED TO THE COUNTY OF LINCOLN.

- Distribution:
- 1. County Manager
 - 2. County Finance
 - 3. Lodger's Tax Committee
 - 4. Organization

LINCOLN COUNTY LODGER'S TAX APPLICATION FOR FUNDING

Date: 5/31/16

Application Number: 0017

Section 1

Name of Organization: Ruidoso Christmas Jubilee

Organization is Profit Non-Profit Government Related

Address of Contact: P.O. Box 2323 Phone: 512-796-7023

Amount requested: 2,000

If approved, funds will be used in the following manner:

By signing below, I attest that I will provide the County of Lincoln all applicable documentation necessary to validate that the funds received were used in accordance with the Lincoln County Lodger's Tax Ordinance.

Paula Bates
Signature of Contact

5-31-16
Date

NOTE: Credit/Tag line MUST appear or be given as follows: Paid for by Lincoln County Lodger's Tax

Section 2 Lodger's Tax Committee

Meeting date: 5/31/16 Amount approved for recommendation: 1,000

Authorized Signature: [Signature]

Section 3 Lincoln County Board of Commissioners

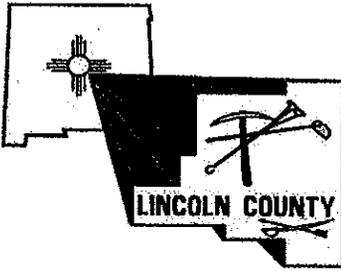
Meeting date: 6/28/16 Amount approved: _____ Denied: _____

Comments: _____

County Manager's Signature: _____

NOTE: FUNDS WILL NOT BE RELEASED BY LINCOLN COUNTY UNTIL A FULLY EXECUTED REIMBURSEMENT FORM IS SIGNED AND RETURNED TO THE COUNTY OF LINCOLN.

- Distribution:
- 1. County Manager
 - 2. County Finance
 - 3. Lodger's Tax Committee
 - 4. Organization



www.lincolncountynm.gov

County of Lincoln

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

Agenda Item 22

June 15, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Appointments and Removals from Boards/Commissioners Committee Update

Discussion:

The following are the Boards/Commissioners Committee that needs members appointed. A member of the Lincoln Historic Preservation Board as well as a member from the Lodger's Tax Committee has resigned, see memos enclosed.

- Land and Natural Resources Advisory Committee - one position
- Lincoln Historic Preservation Board-one position
- Lodger's Tax Committee-two positions
- Planning Commission – three positions
- Senior Citizens Olympic Committee – one position

Recommendation: Informational only.

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 lincoln@nmsu.edu	HC 31, Box 48, Carrizozo, NM		02/17/15	02/2017
DIST 2	Mary Ann Siegel-Russ siegbieg1@hotmail.com	104 Plumas Place, Ruidoso 575-937-0720		10/12/14	10/2016
DIST 3	Bob Johnson bobj@valornet.com	Box 464, Alto, NM 88312 (575)336.4002		01/13/15	01/2017
DIST 4	Douglas Fuqua dfuqual@hotmail.com	Box 1042 Alto, NM 88312 (575)336.1832		10/20/15	10/2015
DIST 5	TABLED				
AT LARGE	Duane Frost dsfrost@plateauteil.net	Box 81, Claunch, NM 87011 (849.4950)		01/13/15	01/2017
AT LARGE	Robert Barber twob1601@hotmail.com	Box 126, 270 Cora Dutton Rd, Capitán 575-354-7018/575-808-9814		02/17/15	02/2017

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	REGINALD RICHEY RWRNM@PVTN.NET	PO BOX 237, LINCOLN 653-4015	5	09/15/15	09/17 X
DIST 2	LEE ABBOTT (CELL 614-507-3210)	BOX 177, LINCOLN, (653-4153)	5	01/13/15	01/17
DIST 3	L.M. SMITH lms2bls@pvtinetworks.net	BOX 215, LINCOLN	5	06/23/15	06/17
DIST 4	MELISSA BOUTE	BOX 162, LINCOLN, NM 88338	5	10/20/15	10/17
DIST 5	BECKY BOROWSKI (BECKY.BOROWSKI@GMAIL.COM)	BOX 32, LINCOLN, NM 88338	5	12/15/15	12/17

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
	LYNN WILLARD	109 NOGAL PLACE, RUIDOSO	2	02/17/15	
	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.

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	02/17/15	02/17
973-8244	GENERAL PUBLIC - SUE HUTCHISON Suehutch1958@gmail.com	1149 SHOESHONE TRAIL ALTO	4	08/15/15	08/17
653-4609 505-3506127	LODGING INDUSTRY - DAVID VIGIL	BOX 15, LINCOLN 88338	5	06/10/14	06/16
	TOURIST RELATED -				

RECEIVED
JUN 21 2016
ADMINISTRATION
LINCOLN COUNTY NM

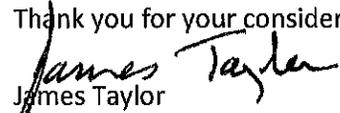
June 16, 2016

Commissioner Elaine Allen
Lincoln County Offices
PO Box 711
Carrizozo, NM 88338

Commissioner Allen:

I am writing to express an interest in serving on the County's Land and Natural Resources Advisory Committee. I am a native of Lincoln County, have ranched in the area for many years and have a keen interest in land and natural resources matters impacting the County.

Thank you for your consideration.


James Taylor
PO Box 93
Lincoln, NM 88338

RECEIVED

MAY 18 2016

ADMINISTRATION
LINCOLN COUNTY NM

16 May 2016

via email and USPS mail

Board of Commissioners of Lincoln County, New Mexico
300 Central Avenue
P.O. Box 700
Carrizozo, NM 88301

Attention: Preston Stone, Chair,
Dallas Draper, Vice Chair
Elaine Allen, Member
Thomas F. Stewart, Member
Lynn Willard, Member

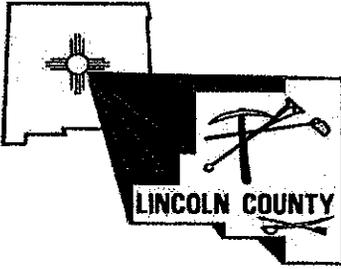
I, Reginald Wade Richey, hereby submit my resignation from the Lincoln Historic Preservation Board effective immediately.

Sincerely,



Reginald Wade Richey
P. O. Box 237
9931 US Highway 380
Lincoln, NM 88338
email: rwrnm@pvtm.net

cc: Alan Morel, Lincoln County Attorney, *via email and USPS mail*



County of Lincoln

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

www.lincolncountynm.gov

June 15, 2016

David Vigil
PO Box 15
Lincoln, New Mexico 88338

Dear Mr. Vigil:

Your term for the Lodger's Tax Committee will expire June 2014. If you would like to serve an additional two year term and be re-appointed at the next commission meeting, June 28, 2016, 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 Lodger's Tax Committee.

No I would not like to be re-appointed at this time.

for Billie-Jo Guevara
David Vigil
Per conversation
6/16/16

575-937-3346	LODGING INDUSTRY Sheri Rodgers	BOX 1135, RUIDOSO, NM 575-937-3346	03/15/16	03/18
575-258-3888	SHERISELLSRUIDOSO.COM			

NEW MEXICO COUNTY INSURANCE AUTHORITY – WORKERS’ COMPENSATION

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	TOM STEWART	PO BOX 515 ALTO, NM	4	01/26/16	01/17
	ALTERNATE – NITA TAYLOR	BOX 93, LINCOLN, NEW MEXICO	1	01/26/16	01/17

NEW MEXICO COUNTY INSURANCE AUTHORITY – MULTI-LINE POOL

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	DALLAS DRAPER	113 ALPINE VILLAGE, RUIDOSO	3	01/26/16	01/17
	ALTERNATE – TOM STEWART	PO BOX 515 ALTO, NM	4	01/26/16	01/17

PLANNING COMMISSION – 2 YEAR TERM (ORDINANCE NO. 2013-6)

DISTRICT NO.	MEMBER	ADDRESS	RECOMMENDED BY	DATE APPOINTED	TERM EXPIRATION
DIST 1	OPEN				
DIST 2	OPEN				
DIST 3	MARY ANN RUSS sicgbieg1@hotmail.com	104 PLUMAS PL., RUIDOSO 575-937-0720		01/26/16	01/18
DIST 4	MARY DOKIANOS (336-7640) mbd@valornet.com	103 WINTER HAWK HEIGHTS, ALTO	COMM. MINTER	09/15/15	09/17
DIST 5	OPEN				
	MEMBER-AT-LARGE – ANNELLA HATTER	112 BULLION LOOP, WHITE OAKS (648-2702) ANN@ABLELINCOLN.NET		01/13/15	01/17
	MEMBER-AT-LARGE – KARYL WILLIAMS KARYL.WILLIAMS@MTG-TECH.COM	PO BOX 1707 CAPITAN (354-5300) 575-808-9776		01/13/15	01/17

PREDATORY ANIMAL CONTROL BOARD, LINCOLN COUNTY – 5 YEAR TERM (STATUTE 77-15-7thru12)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	MARK HENDRICKS	BOX 307, CARRIZO 88301	1	03/25/15	03/20
	JIM COOPER	HC73 BOX 25, TINNIE 88351	5	03/25/15	03/20
	RON MERRITT	HC66 BOX 30, YESO 88136	1	03/25/15	03/20
	MIKE SKEEN	BOX 67, PICACHO 88343	5	03/25/15	03/20
	LEE SULTEMEIER	Box 147, CORONA 88318		03/25/15	03/20
	BILLY BOB SHAFER	BOX 82, CARRIZO 88301	1	003/25/15	03/20

ACB HOLDS ELECTION – PUBLICATION IS REQUIRED
(RATE WENT FROM \$.55 TO \$.75)

PROPERTY TAX PROTEST BOARD – 2 YEAR TERM

PROPERTY TAX PROTEST BOARD - 2 YEAR TERM

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	LORI WEITZEL	BOX 698, CARRIZO, 88301		05/17/16	05/18
	DONDA RICHARDSON	BOX 9, CAPITAN, NM 88316		05/17/16	05/18
	ALTERNATE - DEREK MOORHEAD	1201 MECHEM DR, RUIDOSO 88345		05/17/16	05/18

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 F-630-0126	BOX 745 RUIDOSO DOWNS, 88346	1	08/18/15	08/17
DIST 2	ROBERT BARBER	BOX 126, CAPITAN, NM	1	10/21/14	10/16
DIST 3	JAMES RUSS	PO BOX 2362 RUIDOSO NM	3	09/15/15	09/17
DIST 4	J.BRYAN WHITE (336-2619 OR 208-610-5464; COCHICH@BAIABB.COM	PO BOX 237, ALTO, NM 88312		01/13/15	01/17
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
	PAUL KUNKLE 575-630-1099	352 COUNTRY CLUB RD, RUIDOSO		04/19/16	04/18
	LUCY SERVIES	107 JACK LITTLE DR. B3, RUIDOSO		01/13/15	01/17
	JIM CLEMENTS	101 POW WOW TR, RUIDOSO 88345		05/17/16	05/18
	OPEN				
	GENE NIIZ	218 JACK LITTLE DR, RUIDOSO		05/17/16	05/18

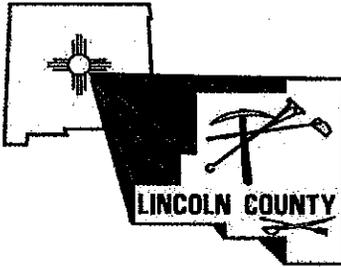
PUBLICATION IS REQUIRED.

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	01/13/15	01/17
	ALTERNATE - LYNN WILLARD	109 NOGAL PLACE, RUIDOSO	2	01/13/15	01/17
	PRIVATE SECTOR - REBECCA BROOKS	720 SUDDERTH DR, RUIDOSO (575)257-7395		01/09/15	01/17

SOLID WASTE AUTHORITY, LINCOLN COUNTY - 2 YEAR TERM (AGREEMENT NO. 343)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	GARY WILLIAMS		5		
	BILL HIGNIGHT, MAYOR	BOX 37, CORONA 88318	1		



www.lincolncountynm.gov

County of Lincoln

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

AGENDA NO. 23

June 20, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Alarm Permit Ordinance Violation

Purpose: To obtain approval to file liens for Alarm Permit Violations

Discussion:

County Ordinance 2011-04 – Lincoln County Alarm System Ordinance requires individuals who possess a burglar alarm to have a permit for the alarm, and to register/renew it with the County of Lincoln. Non-payment/non-renewal of active house alarm systems constitutes a violation of the Ordinance. See **Enclosure 1** for a summary of the violations for the following individuals:

1. Omar Gonzalez
2. McGaugh Family Trust
3. Kenneth Rice
4. Lauren Cox
5. Michael Hufstedler
6. Angela & Mary Salazar
7. Jessical Thomas
8. Roger Lollar
9. Charles Welch

Recommendation: Direct County Attorney to place liens on the properties that are in violation of the County Ordinance 2011-04.

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

Below is a list of current alarm possessors that have failed to register their burglar alarms with the County of Lincoln for 2016:

Name	Address	Owner #
1. Omar Gonzalez	144 Santiago Circle	366358
2. McGaugh Family Trust	106 Musketball Drive	318336
3. Kenneth Rice	136 Santiago Circle	363140
4. Lauren Cox	1134 Highway 37	198360
5. Michael Hufstedler	132 Altamira Drive	273027
6. Angel & Mary Salazar	330 Highway 220	304485
7. Jessica Thomas	424 Santiago Circle	369867
8. Roger Lollar	111 Country Lane	1000036
9. Charles Welch	246 Deer Park Drive	330627

1. **Omar Gonzalez** is a customer of Dorney Security and I have been unable verify this account on due to the alarm company being unresponsive. Mr. Gonzalez has failed to renew his alarm permit for the year 2016 and to date has not made contact with the County.

- Renewal letters were mailed out *October 23, 2015 and December 19, 2015.*
- Penalty fee with registration letters were mailed out *March 1, 2016.*
- A letter was mailed certified with a return receipt on March 1, 2016 and was signed for on March 2, 2016.
- The O.A. called the telephone number that Mr. Gonzalez's supplied on his 2015 alarm application on March 31, 2015 and informed his secretary that Mr. Gonzalez is delinquent on his alarm permit and it needs to be renewed as soon as possible to avoid a lien being placed on his property. She stated that she would relay the message.

2. **The McGaugh Family Trust** is a customer of First Alarm and their account status was verified to be active on June 1, 2016. They have failed to register their alarm with the County and have not made contact with the Ordinance Administrator.

- Renewal letters were mailed out *October 23, 2015 and December 19, 2015.*
- Penalty fee with registration letters were mailed out *March 1, 2016.*
- A letter was mailed certified with a return receipt on March 1, 2016 and was signed for on March 4, 2016.
- On May 31, 2016, the O.A. contacted Rosemary at First Alarm and informed her that this customer is delinquent on their County alarm permit. Rosemary stated she would inform the customer and try to get them to register before a lien was placed.

3. **Kenneth Rice** is a customer of First Alarm and his account status was verified to be active on May 1, 2016. They have failed to register their alarm with the County.

- Renewal letters were mailed out *October 23, 2015 and December 19, 2015.*
- Penalty fee with registration letters were mailed out *March 1, 2016.*

- A letter was mailed certified with a return receipt on March 1, 2016 and was returned to sender March 14, 2016.
- On May 31, 2016, the O.A. contacted Rosemary at First Alarm and informed her that this customer is delinquent on their County alarm permit. Rosemary stated that Mr. Rice is deceased and that his estate is being handled by Sandy Rice. Rosemary stated she would inform the customer and try to get them to register before a lien was placed.

4. Lauren Cox is a customer of Mountain Alarm and her alarm was verified to be active on April 6, 2016 and May 31, 2016. She has failed to register her alarm with the County and has not made contact with the Ordinance Administrator.

- Renewal letters were mailed out *October 23, 2015 and December 19, 2015*.
- Penalty fee with registration letters were mailed out *March 1, 2016*.
- A letter was mailed certified with a return receipt on March 1, 2016 and was signed for by a person by the name of Don Blocker.
- On April 6, 2016, Bobbie with Mountain Alarm stated to O.A. that she could not get a hold of Lauren Cox.

5. Michael Hufstedler is customer of Vivint and his account status was verified to be active on May 31, 2016. He has failed to renew his alarm permit with the County and no contact has been made with the Ordinance Administrator.

- Renewal letters were mailed out *October 23, 2015 and December 19, 2015*.
- Penalty fee with registration letters were mailed out *March 1, 2016*.
- A letter was mailed certified with a return receipt on March 1, 2016 and was not signed for and has not been returned to sender.

6. Angel and Mary Salazar are customers of Vivint and their account status was verified to be active on March 26, 2014. They have failed to register their alarm with the County.

- Renewal letters were mailed out *October 23, 2015 and December 19, 2015*.
- Penalty fee with registration letters were mailed out *March 1, 2016*.
- A letter was mailed certified with a return receipt on March 1, 2016 and was not signed for and has been returned to sender.

7. Jessica Thomas is a new customer of Vivint and has have had multiple false alarms as reported by Laura Christenson (Dispatch) from our Sheriff's Department. To date O.A. has not been contacted by Ms. Thomas.

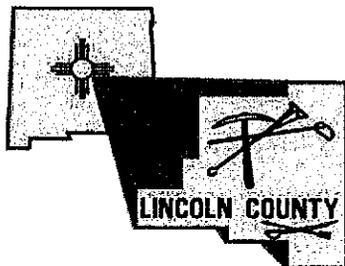
- A letter requesting her to register her alarm with the County was mailed January 8, 2016.
- A reminding letter was sent February 26, 2016.
- A letter was mailed certified with a return receipt on April 6, 2016 and was not signed for and has been returned to sender.

8. Roger Lollar is a new customer of Vivint and has have had multiple false alarms as reported by Laura Christenson (dispatch) from our Sheriff's Department. To date O.A. has not been contacted by Mr. Lollar.

- A letter requesting him to register his alarm with the County was mailed October 28, 2015.
- A letter was mailed certified with a return receipt on January 8, 2016 and was not signed for and has been returned to sender.

9. Charles Welch is a customer of Mountain Alarm and his account status was verified to be active on June 17, 2016. He has failed to register his alarm with the County of Lincoln for 2016 for the 8th consecutive year.

- A letter was mailed on January 15, 2016 mailed certified & returned receipt and was declined on March 18, 2016. The letter stated that he needs to pay the fine or face a property lien. The County has not received a response to date.



www.lincolncountynm.gov

County of Lincoln

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

AGENDA ITEM NO. 24

June 24, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Agreement Between County of Lincoln and the Lincoln County Deputy Sheriff's Association.

Purpose: To Approve FY16-17 Agreement between the County of Lincoln and the Lincoln County Deputy Sheriff's Association

Discussion: The Lincoln County Deputy Sheriffs Association ("Association") is the exclusive collective bargaining representative for the Deputy Sheriffs. See current Agreement at **Enclosure 1**. The Agreement is renewed annually, with requested modifications, if any, being considered and acted upon by the Commission.

Section 40.B of the Agreement provides that:

The Association shall provide written notification of the Association's intent to either accept the general wage and benefit increase provided to non-bargaining unit employees or to open negotiations for the following year. This shall be done between the dates of April 30, 2016 and May 31, 2016. If the choice is to open negotiations, the Association and the County will be limited to negotiating on wages and three non-economic issues each. If the choice is to accept the general increase granted to non-bargaining unit employees, the collective bargaining agreement expiration date shall be extended for an additional twelve months.

On June 23, 2016, the President of the Association provided written notification that the Association formally accepts the County's offer of a 3% COLA increase for the 2016-17 contract year. See **Enclosure 2**.

Recommendation: Approve Agreement Between County of Lincoln and the Lincoln County Deputy Sheriff's Association for FY16 – 17 and grant the Association members the 3% general wage and benefit increase provided to non-bargaining unit employees.

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

SECTION 1. PARTIES TO THE AGREEMENT.

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

SECTION 2. ASSOCIATION REPRESENTATIVE.

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

SECTION 3. SEXUAL HARASSMENT.

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

SECTION 4. LEAVE TO VOTE.

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

SECTION 5. MATERNITY LEAVE.

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

SECTION 6. MILITARY LEAVE.

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

SECTION 7. LEAVES OF ABSENCE WITHOUT PAY.

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

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

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

SECTION 8. EMPLOYEE SAFETY AND HEALTH.

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

The parties and the employees will work toward providing and maintaining safe and healthful working conditions. The parties will instill in the employees an awareness of the need for safe and healthful working habits. The parties will identify, report, and work toward the elimination of safety hazards in the workplace and the parties will comply with applicable health and safety laws.

SECTION 9. SICK, ANNUAL AND HOLIDAY LEAVE.

9.1 SICK LEAVE.

- A. Sick Leave is accrued at the rate of 6.67 hours per month.
- B. Sick Leave may be approved for the sickness, illness, injury or treatment of an employee. Sick Leave may also be approved as per the conditions of the FMLA for the care of family members. Sick Leave may not be donated to another employee. All sick leave pay is subject to the approval of the employee's supervisor.
- C. If management suspects the abuse of sick leave, management may require documentation prior to the payment of sick leave. Management may conduct whatever investigation it feels is necessary to determine whether sick leave is being abused. Failure to cooperate in an investigation of abuse of sick leave will result in the denial of pay for such time and may result in disciplinary action.
- D. Patterns of sick leave usage such as repeated use of the day before or day after an employee's days off or holidays shall be considered an abuse of sick leave and cause for denial of payment and disciplinary action including dismissal.
- E. Accrued sick leave will not be paid at termination of employment, except for deputies who have completed at least fifteen (15) years of County consecutive service and who retire under P.E.R.A.. Such deputies may convert 50% of their accrued sick leave to a lump sum pay or paid leave. No accrual of sick leave or vacation will occur during the use of such converted paid leave.

9.2 VACATION AND VACATION ACCRUAL.

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

9.3 HOLIDAYS

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

1.	New Years Day	January 1
2.	Martin Luther King Jr. Birthday	January 18 (As Designated)
3.	President's Day	February (As Designated)
4.	Memorial Day	May (As Designated)
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Veteran's Day	November 11
8.	Thanksgiving Day	4 th Thursday in November
9.	Christmas Day	December 25
10.	Personal Holiday	(Selected by Mutual
11.	Personal Holiday	Agreement of the Deputy
12.	Personal Holiday	and the Sheriff/Designee within a 12 month period.)
- B. Deputies who do not work on a holiday will be paid eight (8) hours of holiday pay at the employee's regular rate of pay.
- C. Deputies required to work on a holiday will receive eight (8) hours of holiday pay at straight time pay plus pay at the employee's regular rate of pay for the actual hours worked. All time worked on a holiday is counted as time worked for the purpose of computing overtime compensation as per the overtime provision of this Agreement.

SECTION 10. THE SAFETY AND HEALTH COMMITTEE.

The County Safety Committee meets periodically for the purpose of reviewing

appropriate safety and health matters. The Committee may be asked to visit the various work places, to investigate serious accidents, to recommend new rules and procedures, to recommend preventative measures, and to provide instructions to employees.

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

SECTION 11. SENIORITY.

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

SECTION 12. EXTRA DUTY ASSIGNMENTS.

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

SECTION 13. OUTSIDE EMPLOYMENT.

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

SECTION 14. RETIREMENT.

The County will continue the current PERA retirement program.

SECTION 15. HOURS OF WORK AND OVERTIME.

- A. The normal workweek will be forty (40) hours. The normal workday will be eight (8) hours for five (5) days.
- B. Deputies will be paid overtime in accordance with the FLSA Section 207-K. Overtime at 1-1/2 time the regular rate of pay will be paid for all hours worked in excess of 80 hours in a fourteen (14) day cycle.
- C. Compensatory time at 1-1/2 the time worked may be paid in lieu of monetary compensation subject to the approval of the County Commission as part of the department budget.
- D. Paid leave is not and will not be counted as time worked for the purpose of computing overtime compensation. Deputies who are on their regular days off during a Holiday and are called in to work within that Holiday shall be paid eight (8) hours of Holiday Pay at straight time, plus time and one half for actual hours worked on the Holiday. This time worked will not be pyramided in the calculation of overtime compensation.
- E. Under normal circumstances management will assign consecutive days off.
- F. Management will identify when deputies may take their rest and lunch breaks. Deputies shall not congregate at one place for rest breaks.

SECTION 16. DEPUTY'S LIABILITY PROTECTION.

- A. Pursuant to 41-41 et seq., N.M.S.A. (1978), as amended, the New Mexico Tort Claims

Act, the County shall provide protection to Deputies from liability arising out of acts committed during the performance of their activities in the conduct of their office and within the scope of their duties.

- B. Adequate legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-41 et seq., N.M.S.A. (1978), as amended.

SECTION 17. GROUP MEDIAL AND HOSPITALIZATION INSURANCE.

Deputies may apply to participate in the County's group medical and hospitalization insurance plan. Eligible employees, their spouse, and eligible children may opt to participate in the plan. The County will continue to pay its current rate of contribution of the premium for the duration of this Agreement.

SECTION 18. PHYSICAL EXAMINATIONS.

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

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

SECTION 19. CREDIT UNION.

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

SECTION 20. WORKERS COMPENSATION.

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

SECTION 21. JURY DUTY AND WITNESS PAY.

Deputies required to serve on jury duty will be compensated as required by law. Other compensation received (other than meal and travel allowance) shall be turned over to the County.

Deputies will be compensated when appearing as a witness on behalf of the County or when appearing in their official capacity representing the County.

SECTION 22. ON-CALL AND CALL BACK.

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

SECTION 23. TRAINING AND EDUCATION.

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

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

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

SECTION 24. LAY OFF AND RECALL.

- A. In the event that a reduction in force is necessary, the County shall provide the Association an opportunity to suggest alternatives.
- B. When it is necessary to have a reduction in work force, employees will be laid off in reverse order of seniority.
- C. Employees laid off due to a reduction in force will be called back to work in their seniority order.
- D. The term "seniority" for the purposes of this section shall mean time in rank. In situations where officers are required to bump into a lower rank, the officer moving to the lower rank shall be considered senior in that rank. As officers are called back, the

officers assigned to lower ranks will be returned to the former rank, in order of seniority as vacancies become available.

- E. The employee may remain on lay off status for a total of twelve (12) calendar months. If the employee is not recalled within twelve (12) months or if the employee rejects a position offered to the employee, the County shall have no further employment obligation to the laid off employee and the employee will be terminated. Employees must provide and maintain a correct mailing address. Failure to provide a correct address shall result in a forfeiture of any recall right.

SECTION 25. INTERNAL AFFAIRS.

- A. The Internal Affairs Unit is established as a staff investigative body responsible to the Sheriff.
- B. This section establishes the guidelines for conduct of Internal Affairs interrogations. The existence of the Internal Affairs Unit does not lessen a commanding officer's authority or responsibility.
 - 1. The interrogation of a police officer will normally be conducted when the officer is on duty or during the officer's normal working hours, unless the urgency of the investigation requires otherwise;
 - 2. Interrogations will take place normally at the Sheriff's administrative offices, unless the urgency of the investigation requires otherwise.
 - 3. If an officer is directed to leave his/her post and report for an interview, the officer shall immediately notify his/her supervisor.
 - 4. The officer under investigation will be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation.
 - 5. An officer will be informed of the nature of the investigation, and the names of all known complainants shall be disclosed to the officer unless the chief administrator of the officer's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity or security of the investigation. In the event that disciplinary action is taken against an employee and that the employee files a grievance the complainant will be made known.
 - 6. Each interrogation session shall not exceed two (2) hours unless the parties mutually consent to continuation of the session and there shall not be more than

two (2) interrogation sessions within any twenty-four (24) hour period, unless the parties mutually consent to additional sessions or if the urgency of the investigation requires otherwise, provided there shall be at least one (1) hour rest period between the sessions.

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

7. An officer shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session;
 8. Any interrogation of an officer shall be recorded, either mechanically or by a stenographer, and the complete interrogation will be published as a transcript. Any recesses called during the interrogation shall be noted in the transcript.
 9. After reviewing all the information collected in the course of the investigation of a peace officer, the chief administrator of the officer's employer may order the officer to submit to a polygraph examination administered by a licensed polygraph examiner, provided that all other reasonable investigative means have been exhausted and the officer has been advised of the administrator's reasons for ordering the polygraph examination.
 10. A peace officer may file a written response to any document containing adverse comments entered into the officer's personnel file and the response shall be filed with the officer's employer within thirty (30) days after the document was entered in the officer's personnel file. A peace officer's written response shall be attached to the document.
 11. When any peace officer is under administrative investigation and a determination has been made to commence a criminal investigation, the officer shall be notified.
 12. Any officer who knowingly withholds evidence or information pertaining to an investigation will have provided just cause for disciplinary action including dismissal.
 13. All files and reports of investigations by the Internal Affairs Unit are confidential. Such records are intended for the exclusive use of the Sheriff, County Attorney and County Manager.
- C. A copy of the State of New Mexico "Peace Officer's Employer-Employee Relations Act" will be attached as Appendix A to this agreement.

- D. The department may contract for services with an experienced individual or organization to conduct an internal investigation.

SECTION 26. DISCIPLINARY ACTION.

- A. In the event that an investigation results in the implementation of disciplinary action, if the investigated employee so requests, the Association may designate a representative to participate at all stages of the grievance process. The employee will be provided copies of the written charges and the disciplinary action proposed.
- B. In notifying employees of disciplinary actions an attempt will be made to notify an employee in every-day language. The language need only be specific enough to notify the employee of the alleged misconduct and action proposed.
- C. Disciplinary actions shall include written reprimands, suspensions, demotions and dismissal.
- D. The County will use progressive discipline when the County believes such approach is appropriate. This shall not limit the County's right to take whatever action the County feels is appropriate based on the seriousness of the infraction including dismissal on the first or subsequent infraction or misconduct.
- E. Prior to taking any disciplinary action the employee will be presented with the charges and afforded the opportunity to respond to the charges. It is recognized by the parties that it is the prerogative of management to identify the specific time that the discipline will be carried out.
- F. Disciplinary actions that are grieved shall be processed through the grievance procedure identified in this Agreement.

SECTION 27. GRIEVANCE PROCEDURE.

- A. This is the grievance procedure available to bargaining unit employees. Grievance is defined as a dispute pertaining to the employment terms, conditions and related personnel matters or a contested disciplinary action taken by management.
- B. Association staff, bargaining unit employees, or management staff shall not coerce or retaliate against any grievant, grievant witness, management witness, or any party in interest who is identified as a participant in a grievance hearing.
- C. The Association and/or the grievant shall attempt to resolve the issue with the supervisor. If a satisfactory solution cannot be reached with the supervisor, and the grievant wishes to pursue the grievance, the written grievance is filed with the Sheriff.

- D. The written grievance must be filed with the Sheriff within ten (10) days of the date the grievant knew or should have known of the issue that generated the grievance. The Sheriff or his designee shall schedule a meeting with the grievant and/or the Association within ten (10) days of the receipt of the grievance. Within ten (10) days of the meeting the Sheriff or the designee will render a written decision. Failure to render a decision within the required time limit shall cause the grievance to be advanced to the next level of the grievance procedure.
- E. If the grievant is not satisfied with the Sheriff's decision, the Association and the grievant may within ten (10) days of the Sheriff's decision give written notice to the County that the issue is being submitted to arbitration. The arbitration will be conducted by an arbitrator to be selected from a list of seven (7) names supplied by the Federal Mediation and Conciliation Service. The flip of a coin will determine who will strike the first name on the list. The parties will alternate the striking of names until one name is left. That individual shall be the arbitrator. The decision of the arbitrator is final and binding on the parties. The cost of the arbitrator shall be borne equally by the parties.

SECTION 28. PROBATION PERIOD.

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

SECTION 29. FILLING VACANCIES.

- A. A vacancy is a vacant bargaining unit position that the department decides to fill.
- B. Promotional opportunities/vacancies within the bargaining unit will be posted in departmental bulletin boards for a period of seven (7) calendar days. Qualified employees interested in being considered for the vacancies will submit a written request prior to the application deadline. If an employee is on approved leave during the posting period the employee will be allowed to apply immediately upon return to duty if done prior to the testing date.
- C. Qualified employees who submit a timely application may compete in the promotional process.
- D. The process will consist of a written examination, a structured oral examination and/or practical examination. The written examination will require a passing score of 70%. Employees who pass the written examination may proceed to the structured oral and/or practical examination. The oral examination shall include a review of the employee's

performance evaluation.

- E. Should less than two employees attain a score of 70% or higher, the Sheriff may waive the passing score and allow the two (2) individuals with the highest grades to proceed to the oral examination.
- F. Employees who participate in the written and oral examinations will be ranked in order of combined scores, the selection for promotion will be made from the top two (2) deputies on the promotional list.
- G. The written examination will be a validated examination.
- H. Employees that are promoted will perform all of the duties and fulfill all the responsibilities of the position of Sergeant and will not be able to hold an office in the Association.
- I. The promotional list will remain in effect for twelve (12) months.

SECTION 30. STAFFING.

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

SECTION 31. LINCOLN COUNTY AND SHERIFF DEPARTMENT RULES AND REGULATIONS.

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

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

SECTION 32. PERSONNEL FILE.

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

SECTION 33. UNIFORMS.

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

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

SECTION 34. FIREARMS.

Firearms regulations of the Department prescribed in the Standard Operating Procedures Manual or General Order, effective July 1, 1996, shall remain in full force and effect for the term of this agreement. Employees who carry a firearm shall be required to remain certified as required by the New Mexico Law Enforcement Academy. The County shall furnish ammunition for required certification and training two (2) times a year.

SECTION 35. COMPENSATION.

A. Sheriff's Deputies Pay Plan:

<u>Non-Probationary</u>	
<u>Min. Rate</u>	<u>Max. Rate</u>
\$20.7867	\$26.9794

- DEPUTY I. Uncertified Deputy or certified with 100 hours of advanced training - \$20.7867 per hour.
- DEPUTY II. Certified with 0-24 months experience Law Enforcement and 100 hours of advance training - \$22.3248 per hour.
- DEPUTY III. Certified with 24 to 60 months experience in Law Enforcement and 200 hours of advanced training - \$23.8759 per hour.
- DEPUTY IV. Certified with 60 to 120 months Law Enforcement experience and over 400 hours of advanced training - \$25.4195 per hour.
- DEPUTY V. Certified with 120 months experience in Law Enforcement and over 500 hours of advanced training - \$26.9794per hour.

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

- B. The Sergeants' \$2,400.00 annual compensation will be converted to \$1.1538 per hour and included in the Sergeants regular hourly rate.

SECTION 36. DUES CHECK OFF.

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

SECTION 37. COPIES OF THE AGREEMENT.

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

SECTION 38. CONTRACT INCLUDES ENTIRE AGREEMENT.

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

SECTION 39. SAVINGS CLAUSE.

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

SECTION 40. TERM OF THE AGREEMENT.

- A. This agreement shall be effective the 1st full pay period following ratification/approval of the bargaining unit membership and the County Commission and the signature of the Agreement by the President of the Association; the County Manager; and the Chairman of the Board of Commissioners. This Agreement shall remain in full force and effect through June 30, 2017.

- B. The Association shall provide written notification of the Association's intent to either accept the general wage and benefit increase provided to non-bargaining unit employees or to open negotiations for the following year. The parties agree that collective bargaining shall occur between the dates of April 30, 2017 and May 31, 2017. If the choice is to open negotiations the Association and the County will be limited to negotiating on wages and three (3) non-economic issues each. If the choice is to accept the general increase granted to non-bargaining unit employees the collective bargaining agreement expiration date shall be extended for an additional twelve (12) months.

SECTION 41. SIGNATURES.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 28th day of June, 2016.

**LINCOLN COUNTY DEPUTY
SHERIFF'S ASSOCIATION**

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

**ANTHONY MANFREDI
PRESIDENT**

PRESTON STONE, CHAIRMAN

**NITA TAYLOR
COUNTY MANAGER**

ATTEST:

**RHONDA BURROWS
COUNTY CLERK**

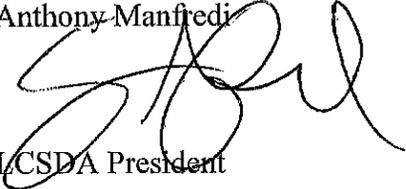
LINCOLN COUNTY SHERIFF DEPUTIES ASSOCIATION

June 23, 2016

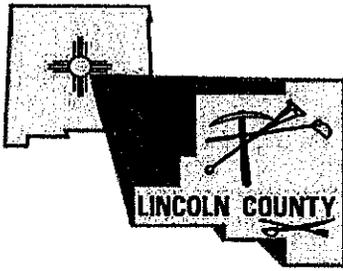
Greetings Mrs. Taylor,

The Lincoln County Deputies Association would like to formally accept the County's offer of a 3% Increase for the 2016-2017 Contract year. I, as representative, am prepared to sign the new agreement, as soon as, one becomes approved an available. The Association realizes that any offers are contingent upon County Commission approval and budget availability.

Anthony Manfredi


LCSDA President

Encl 2.



www.lincolncountynm.gov

County of Lincoln

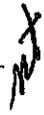
P.O. Box 711 • 300 Central Ave. • Carrizozo, New Mexico 88301-0711 • (575) 648-2385

AGENDA ITEM NO. 25

June 24, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Job Title/Grade Change – Zia Senior Citizen Program

Purpose: To Consider and Approve Position / Grade Change from Current “Custodian – Grade 7” to “Driver/Clerk/Cook Aide – Grade 9” (Pending Compensation Advisory Board Approval)

Discussion: During the May 15, 2016 Commission Meeting, Zia Senior Center Director Renee Montes, reviewed with the Commission potential modifications to existing staff duties that would make the organization more efficient. Ms. Montes requests filling the existing vacancy of “Custodian – Grade 7” with the new position of “Driver/Clerk/Cook Aide – Grade 9”. This staff position modification to be filled in the Ruidoso Downs Center would allow greater flexibility in achieving the needs of the Center. The cost impact for the probation-level entry position is a change from \$10.20 hourly for the Custodian position to \$10.82 hourly for the Driver/Clerk/Cook Aide. See **Enclosure 1** for the Custodian Job Description and **Enclosure 2** for the Driver/Clerk/Cook Aide position.

The Compensation Advisory Board is considering this recommendation now, and will provide its recommendation at the Commission meeting.

Recommendation: Approve Position / Grade change from “Custodian – Grade 7” to “Driver/Clerk/Cook Aide – Grade 9” for the Zia Senior Center Program.

**COUNTY OF LINCOLN
Job Description Form**

Division/Department: Zia Senior Citizens

Job Title: Custodian
Reports to: Program Director

Level/Grade: 7

Type of position:

- Full-time
- Part-time
- Temporary/Seasonal
- Emergency Hire

Hours ____ /Week

- Classified
- Unclassified

General Description:

Under general supervision, performs custodial maintenance duties, including dusting, mopping, finishing and buffing floors, vacuuming and shampooing carpets, cleaning and restocking restrooms. Duties and responsibilities include the following: dusts and mops floors; vacuum carpets; cleans restrooms and restocks paper and soap supplies; performs routine maintenance to custodial equipment and supplies; empties trash receptacles and bags trash for proper disposal; may change light bulbs as directed; locks doors after cleaning areas, if required; ensures proper care in the use and maintenance of equipment and supplies; promotes continuous improvement of workplace safety and environmental practices; may oversee and/or assist with snow removal activities; dust and clean desks, chairs, cabinets, telephones, clean window sills, and dust mop tile floors within offices on a daily basis; clean windows inside and outside as needed; thoroughly clean window blinds within offices approximately once every month; clean fixtures and ceiling fans as needed. Monitor level of supplies available, and inform supervisor, in writing, when new supplies are required. The employee assists in the cleaning of food service and kitchen areas; operate various kitchen appliances and equipment; assists in the preparation of carry-out lunches and load into a carry -out container for driver. Must be able to ask questions of supervisor, and listen to and follow simple verbal instructions. Must be able to plan work schedule accurately so as to adhere to time demands. Must be able to maintain regular work schedule, so as to complete necessary tasks according to schedule. Must be able to maintain level of mental alertness in performing repetitious work, in order to ensure safety. Employee must perform all duties with minimal supervision; may be required to work irregular hours; attend job related meetings; and perform other duties as assigned.

Education/Work Experience/Certification/Training Requirements/Abilities/Skills:

- High school diploma or GED certification, plus one year custodial experience and able to perform basic mathematical computations.
- Valid New Mexico State Driver's License. Must have a good driving record to be insurable for liability purposes.
- Ability to understand and follow safety procedures; ability to understand written and verbal instructions and communications; ability to lift and manipulate heavy objects; operate vacuums and other related equipment; and the ability to safely use cleaning equipment and supplies.
- Must interact with the public and staff in a pleasant manner.

Work Conditions/Description of Tools, Equipment, Work Aids Used and Materials and/or Products Handled:

- All essential duties are performed indoors.
- Employee is exposed to natural weather conditions while performing outdoor duties, including exposure to extreme temperatures.
- Hazards or potential hazards of the job include occasional use of kitchen equipment such as mixer and meat slicer, potential for serious burns or cuts in performance of duties.
- Other work hazards, or potential work hazards, include operation of a motor vehicle, and climbing potentially slick outdoor steps.

Comments on Physical Requirements: Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following: Maximum weight required to be lifted from floor to waist, from waist to overhead, lift horizontally, push/pull, and carry for a distance of 30' is 45 pounds.

Approved by: Ada Hendryx 09/30/09

Date Posted: _____
Date Hired: _____

ENKL 1

**COUNTY OF LINCOLN
Job Description Form**

Division/Department: Zia Senior Citizens

Job Title: Driver/Clerk/Cook Aide
Program Director

Reports to:

Level/Grade: 7/9

Type of position:

- Full-time
- Part-time
- Temporary/Seasonal
- Emergency Hire

Hours /Week

- Classified
- Unclassified

General Description:

The employee assists Site Manager in maintaining a multipurpose Center which includes a meal program. The employee must safeguard passengers in loading and unloading and be able to communicate with senior citizens. The employee must make home visits to encourage senior citizens to partake of services and become involved in community and center functions; deliver meals to the home bound seniors as needed; follow oral and written instructions; make simple calculations for keeping records and completing daily reports. Assist the Site Manager with data entries as needed and have basic PC knowledge. The employee must provide local daily transportation for seniors and assist them with shopping, medical, recreation and other needed services. The employee and the Site Manager will schedule out of town transportation for medical, shopping and recreation trips. The employee also assists Site Manager in maintaining a multipurpose Center which includes meals; ability to communicate with senior citizens; must become involved in community and center functions; assists head cook in maintaining inventory control of raw foods and nutritional supplies; able to follow oral and written instructions; make simple calculations for keeping records and completing monthly reports to Site Manager; and able, with assistance, to fill in absence of head cook. Must be certified safe food handler according to EID regulations. The employee may be required to attend nutritional training classes. The employee must perform all duties with minimal supervision, may be required to work irregular hours, attend job-related meetings, and perform other duties as assigned.

Education/Work Experience/Certification/Training Requirements/Abilities/Skills:

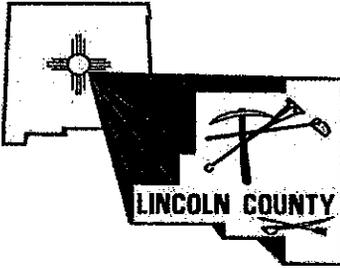
- High school diploma or GED certification, plus knowledge of arithmetic in order to assist with inventory control.
- EID certified food handler.
- Must have no felony convictions and no D.W.I. arrests within the past five years.
- Knowledgeable of all traffic laws and regulations, and must complete defensive driving and CPR courses.
- Valid New Mexico State Driver's License. Must have a good driving record to be insurable for liability purposes.
- Ability to work under time deadlines; able to use arithmetic skills in order to properly measure and estimate quantities; and the ability to assist head cook in maintenance and control of food stuffs and supplies utilized in the kitchen.
- Must be able to write legibly and complete reports and knowledge of arithmetic in order to assist with inventory control.
- Ability to understand and communicate in both Spanish and English; able to deal with public and staff in a pleasant manner.
- Knowledge and understanding of the County Personnel Policy, and state and federal guidelines affecting services to the elderly.

Work Conditions/Description of Tools, Equipment, Work Aids Used and Materials and/or Products Handled:

- All essential duties are performed indoors. The employee is exposed to natural weather conditions while performing outdoor duties.
- Work hazards, or potential work hazards of the job include operation of a motor vehicle; climbing potentially slick outdoor steps; exposure to extreme temperatures; use of kitchen equipment such as mixer and meat slicer; and there is a potential for serious burns or cuts in performance of duties.
- Telephone, cellular phone, calculator, personal computer terminal/keyboard and printer, photocopy machine, telefax machine, typewriter, and other related office machines. May handle various recreational and athletic equipment, games, and arts and crafts materials; basic hand tools and various cleaning solutions; and drive county vehicles.

Comments on Physical Requirements: Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following: sitting and standing for prolonged periods of time; light to moderate lifting (up to 50 pounds); reaching, stooping, crawling, pulling, pushing, and manual dexterity; and operating assigned office/kitchen equipment.

Approved by: Ada Hendryx on 09/19/08, Renee Montes



www.lincolncountynm.gov

County of Lincoln

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

Agenda Item. 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.

Alan P. Morel, P.A.

Attorney at Law

700 Mechem Drive, Suite 12
Post Office Box 1030
Ruidoso, New Mexico 88355-1030

Jira Plaza
Telephone (575) 257-3556
Facsimile (575) 257-3558

June 28, 2016

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-2007-01364.** Suit filed: October 15, 2007. Verified Complaint for Declaratory Judgment Ordering Production of Certain Records and Information. Hearing took place Dec. 18, 2013, and Stipulated Judgment was entered June 4, 2014 in favor of Ms. Cooper. Ms. Cooper filed an appeal June 10, 2014, and Judge John F. Davis was assigned Aug. 3, 2014. Joint Answer Brief of Defendants-Appellees' Steven Sederwall and Rick Virden with Request for Oral Argument filed in the Court of Appeals Sept. 28, 2015. Case was submitted to a panel of three judges for decision on February 1, 2016. Memorandum Opinion was filed March 23, 2016 affirming the district court's determination that statutory damages are not available and vacating \$100,000 punitive damages and attorney fee awards. Order filed April 12, 2016 granting Plaintiff's Motion to Extend Time to File Petition for Writ of Certiorari to May 31, 2016. Plaintiff-Appellant Gale Cooper's Petition for Writ of Certiorari filed with the New Mexico Supreme Court May 31, 2016. Defendants' Response In Opposition to Petition for Writ of Certiorari filed June 15, 2016 in the New Mexico Supreme Court.
2. **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.
3. **Wesmax, Ltd. V. Paul Baca, Lincoln County Assessor D-1226-CV-2014-00188** 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.
4. **A. Preston, DeAnna v. County of Lincoln, Sheriff Robert Shepperd, Et. Seq. D-1226-CV-2015-00112** Notice of Appeal of Post Disciplinary Hearing filed June 10, 2015. Amended Complaint alleging Civil Rights Violation and Gender Based Discrimination filed on Oct. 13, 2015. Removed to Federal Court Nov. 12, 2015. Amended Complaint Appealing the Adverse Administrative Decision filed May 9, 2016 by Mr. Beauvais. Defendant's Notice of Filing Petition for Removal to Federal Court was filed May 19, 2016.

B. Preston, DeAnna v. County of Lincoln, Sheriff Robert Shepperd, Et Seq In the United States District Court For The District of New Mexico 2:15-cv-01029. Defendants County of Lincoln and Sheriff Robert Shepperd's Motion to Dismiss entered November 19, 2015. Order Dismissing Without Prejudice entered by Judge Stephan Vidmar April 19, 2016. Amended Complaint Civil Rights Violation filed May 6, 2016 by Mr. Beauvais.

5. **Orlando Montes v. Pinnacle Propane, LLC, Allen Sultemeier, County of Lincoln , Lincoln County Fair Association, John Does; D-1226-CV-2016-00006 United States District Court for the District of New Mexico 2:16-cv-126.** Complaint for Wrongful Death, Statutory Tort, Violation of Constitutional Rights (Due Process), Negligence Per Se: Loss of Consortium, Negligent Infliction of Emotional Distress filed with the 12th Judicial District Court Jan. 19, 2016. Incident occurred at Lincoln County Fairgrounds July 2, 2015. County was served with Complaint on January 25, 2016. The case was removed to Federal Court Feb. 22, 2016. County of Lincoln's Answer to Complaint filed February 29, 2016.

6. **Walter Ray Seidel / Brian Ray Seidel v. Anthony Manfredi, Lincoln County Sheriff Department M-32-CV-2016-00036** Civil Complaint filed March 9, 2016 alleging personal and property damage. County of Lincoln's Answer to Civil complaint filed March 29, 2016.

7. **State of N.M. (NMDOT) v. Neria, et al D-1226-CV-2002-00129** Complaint for Condemnation filed June 10, 2002 by the New Mexico Department of Transportation requesting a Court Order granting NMDOT the fee simple title to certain real property as is necessary for "highway purposes." Order of Dismissal for Lack of Prosecution was entered July 5, 2005. NMDOT submitted a proposed Motion to Vacate Order of Dismissal and Reinstate Case on May 4, 2016 which was not opposed.

8. ***Sean McGarry v. Board of County Commissioners, Lincoln County Sheriff's Department, Deputy Mike Wood, Deputy Jason Green, Deputy David Hightower in their individual capacities and as employees of the Lincoln County Sheriff's Department in the United States District Court for the District of New Mexico 2:16-cv-00483 GBW GJF** Complaint for damages resulting from the excessive use of force, false arrest, assault and battery, malicious prosecution and false imprisonment of Plaintiff by Defendants. Complaint filed May 26, 2016.

9. ***Property Owners' Committee of Rancho Ruidoso Valley Estates, Inc., Plaintiff v. Y'Hoshua Cohen and NM Dept. of Workforce Solutions, Defendants v. Property Owners' Committee of Rancho Ruidoso Valley Estates, Inc. et. al. and Lincoln County Solid Waste Authority, Third Party Defendants: D 1226-Cv-2015-00217.** Summons improperly served on Lincoln County June 16, 2016, which was for Lincoln County Solid Waste Authority, also known as Greentree Solid Waste Authority.

Lincoln County Ordinance Violations:

Alan P. Morel: 12th Judicial District Attorney's Office

Special Prosecutor

10. ***State of NM v. Blaylock, Gregory M-30-MR-2016-00016** Violation of County Ordinance 2014-04: Contraband at Lincoln County Detention Center. Non-Traffic citation was filed in Carrizozo Magistrate Court on February 10, 2016. A misdemeanor arraignment took place February 12, 2016 when the Defendant

pled "Not Guilty." Defendant represented by Public Defender's office. Pre Trial Hearing was scheduled for March 29, 2016 but due to Defendant's automobile accident March 28, a reset was scheduled for April 12, 2016 at which time Defendant failed to appear. A Bench Warrant has been issued by the court for failure to appear. A Pre-Trial Hearing is scheduled June 7, 2016 at 9 a.m. on a trailing docket before Judge Mickie Vega. Defendant failed to appear and a Bench Warrant was issued June 7, 2016. A Bond-Forfeiture Hearing is scheduled for July 7, 2016 in Carrizozo Magistrate Court.

11. ***State of NM v. Sandoval, Andrew D. M-30-MR-2016-00042** Violation of County Ordinance 2008-08: Animals running at large. Criminal Complaint filed March 31, 2016 in Carrizozo Magistrate Court. First Appearance hearing took place April 20, 2016 where the Defendant pled "Guilty" and was found Guilty. Sentencing Hearing took place May 24, 2016 9 a.m. on a trailing docket before Judge Mickie Vega. Assistant District Attorney Stephen Ochoa appeared on behalf of Mr. Morel due to an unavoidable conflict. Prosecution was unable to confirm that appropriate payment had been made by Defendant to the victim in this case and the case has been reset for Sentencing Hearing July 5, 2016. It has since been confirmed that the victims have been reimbursed.

12. ***State of NM v. Polacio, Christine M-32-MR-2016-00168** Violation of County Ordinance 2008-08: Animals running at large-barking dogs. Non-Traffic citation was filed in Ruidoso Magistrate Court May 10, 2016. A misdemeanor arraignment occurred June 6, 2016: 1 p.m. at which time the Defendant pled "No Contest" to the charge and was found guilty. Defendant received a deferred sentence, 90 days unsupervised probation and court costs of \$73. Judgment and Sentence was filed June 6, 2016.

13. ***State of NM v. Silva, Marcello Jr. M-30-MR-2016-00062**: Violation of County Ordinance 2014-04: Transportation or Possession of Contraband into/in Lincoln County Detention Center. Criminal Complaint prepared by Sheriff's Deputy Terry Caldwell and filed in Ruidoso Magistrate Court May 25, 2016. Misdemeanor Arraignment took place May 27, 2016 before Judge Mickie Vega where the defendant plead "guilty" and bond was set for \$500 cash or Surety. Notice of Sentencing Hearing filed May 27, 2016, setting the Sentencing Hearing before Judge Vega for June 28, 2016 on a Trailing Docket.

14. ***State of NM v. Marmolejo, Noe**: case number not assigned as of June 21, 2016) Violation of County Ordinance 2008-08: Animals running at large. Non-Traffic citation was filed in Ruidoso Magistrate Court by Sheriff's Sgt. Beard June 17, 2016.

15. ***State of NM v. Widener, Randel M-30-MR-2016-00080** Violation of County Ordinance 2004-05: Unauthorized Structure in Lincoln. Non-Traffic citation was issued by Sheriff's Sgt. Warren June 15, 2016 with a court appearance date before Judge Mickie Vega on or by June 30, 2016 at 10 a.m.

16. ***State of NM v. Mendoza, Aimee M-30-MR-2016-00077** Violation of County Ordinance 2008-08: Animals running at large. Non-Traffic citation was issued by Sheriff's Sgt. Warren June 12, 2016 with a request for a Court-issued Summons to the Defendant. An Arraignment Hearing before Judge Mickie Vega is schedule to take place July 13, 2016 at 1 p.m.

17. ***State of NM v. Nava, Gabriel M-30-MR-2016-00081** Violation of County Ordinance 2014-04 Prohibited Contraband in Lincoln County Detention Center. Non-Traffic citation was issued by Sheriff's Stg. Warren June 13, 2016. A Misdemeanor Arraignment took place June 20, 2016 at which time Defendant pled "not guilty." A Pre-Trial Hearing is scheduled for July 12, 2016 which Attorney Morel has requested to be continued due to an unavoidable scheduling conflict.

Tort Claims Notices Received or Threatened

2016

Rains, Bonnie – Tort Claim Notice received January 18, 2016 alleging failure of the County of Lincoln to maintain road surfaces during snow or ice conditions.

Brazel, Stephanie – Tort Claim Notice received January 20, 2016 alleging injuries incurred due to Claimant stepping in an alleged uncovered water meter hole at 2801 Sudderth Drive, Ruidoso, NM.

Hill, Walter – Tort Claim Notice received March 8, 2016 via emailed correspondence from Mr. Hill alleging the unlawful disclosure of confidential information from Mr. Hill's Lincoln County personnel file.

Sonora Corporation (John Russell-CEO)-Tort Claim Notice received April 6, 2016 via correspondence from Mr. Russell in response to a Notice of Investigation from NM Construction Industries Division due to an alleged lack of final inspection and deviation from approved plans of construction in 2012 at 119 Bald Eagle Court, Alto, NM.

Jaramillo, Monica – Tort Claim Notice received April 8, 2016 alleging Lincoln County road department employee in the performance of his road grading duties damaged Ms. Jaramillo's vehicle.

Wagoner, John – Tort Claim Notice received April 12, 2016 via telephone call to Mr. Morel's office when Mr. Wagner threatened suit against Lincoln County with respect to alleged accumulation of garbage at property on Highway 70.

Steward, Tynell – Tort Claim Notice received April 18, 2016 alleging abuse while incarcerated in Lincoln County Detention Center.

Coleman, Chad – Tort Claim Notice received April 25, 2016 alleging warrantless search and seizure and malicious prosecution.

***Parsons-Williams, Karen** – Tort Claim Notice received June 2, 2016 alleging negligent or malicious medical procedure performed at Lincoln County Medical Center on March 9, 2016.

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.

McDaniel, Carl – Tort Claim Notice received Jan. 23, 2015 from Attorney John Sugg alleging violation of the Unfair Trade Practices Act and engaging in unfair or deceptive trade practices and/or unconscionable trade practices by GSWA.

Sehorn, Sean M. – Tort claim Notice received March 2, 2015 from Attorney Gary Mitchell alleging Lincoln County Detention Center failed to provide adequate medical treatment during inmate Sehorn's incarceration.

Lavin, Erica L. and Rathgeber, Jack – Tort Claim Notice received March 2, 2015 from Attorney Gary Mitchell alleging Constitutional Rights were violated resulting in wrongful termination.

Hanley, Constance – Tort Claim Notice received March 20, 2015 from Attorney John Sugg alleging violations of 42 USC section 1983, malicious prosecution, failure to investigate, defamation of character, libel and abuse of process.

Capitan Iron Mine through A. Blair Dunn – Threatened Litigation on April 1, 2015 against the County of Lincoln should Lincoln County require Capitan Iron Mine comply with Lincoln County Mine Ordinance 2009-01.

Chavez, Billy – Ordinance Violation: 2009-03 Regulating Refuse, Solid Waste and Litter in the County. March 10, 2015 certified letter mailed to Mr. Chavez giving him 30 days to dispose of debris on his property at 142 White Cat Road, San Patricio (Section 26, Township-10S, Range 16E, tract of land lying in the NE 4SE4). April 10, 2015 the property was inspected and noted no progress had been made.

Culp, Susan v. LCMC/Lincoln County: Tort Claim Notice received May 4, 2015 from Attorney Katherine Channing Roehl/Roehl Law Firm alleging medical malpractice, negligent supervision, negligent credentialing by staff, administrators and doctors at LCMC on or about March 3, 2015 during Ms. Culp's gall bladder removal surgery.

Reyes, Roberto – Tort Claim Notice received May 15, 2015 from Attorney Timothy White/Valdez White Law Firm alleging illegal seizure, illegal search, illegal imprisonment and wrongful conduct of the Lincoln County Sheriff's Department.

Torres, Leopoldo: Tort Claim Notice received June 4, 2015 from inmate Torres alleging inmate-initiated attack on inmate Torres at Lincoln County Detention Center.

Wallace, Stephen: Tort Claim Notice received June 11, 2015 from Attorney Gary Mitchell alleging deprivation of Constitutional rights due to false incarceration at Lincoln County Detention Center without proceeding with a timely extradition.

Rodriguez, Victor – Tort Claim Notice received July 13, 2015 from Attorney W. Chris Nedbalek alleging hostile treatment from fellow employees while employed at Lincoln County Detention Center.

Prudencio, Fabian and Corinne – Tort Claim Notice received July 24, 2015 from Attorney Daniel P. Ulibarri alleging negligence, personal injury, spoliation, indemnification and property damage against the County of Lincoln.

Yates, Barbara – Verbal Threat against the County issued July 21, 2015 due to ongoing flooding at her private property.

Davis, Jack and Rema – Verbal Threat against the County issued July 21, 2015 due to ongoing flooding at their private property.

Capitan Iron Mine – Tort Claim Notice received Sept. 24, 2014 via email from A. Blair Dunn, alleging County trespass on private property.

L. Phillip Onsrud – Tort Claim Notice received Nov. 3, 2015 via email alleging lack of medical care while incarcerated in Lincoln County Detention Center.

Brown, Shelly – Tort Claim Notice received December 31, 2015 alleged failure of the County of Lincoln to maintain road surfaces during snow or ice conditions.

2014

Ogden, John D – Tort Claim Notice received May 26, 2014 alleging mistreatment while incarcerated at Lincoln County Detention Center on March 11, 2014.

Rounds, Christopher – Tort Claim Notice received June 4, 2014 alleging being held in Lincoln County Detention Center without being advised of his charges.

Herbert, Crystal – Tort Claim Notice received June 23, 2014 from Attorney Matthew Coyte/Coyte Law alleging false imprisonment, due process violations, unlawful detention of a minor, emotional distress.

Class Action – Tort Claim Notice received June 23, 2014 from Attorney Ryan Villa/Cooper Law Firm alleging false imprisonment, false arrest, deprivation of rights at Lincoln County Detention Center 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.

Ramos, Aaron – Tort Claim Notice received August 7, 2014 alleging lack of Due Process for inmates at Lincoln County Detention Center.

Lambert, David and Bonnie - Tort Claim Notice received Sept. 8, 2014 from 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.

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 8th 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.

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, 12th 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

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.