

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, August 18, 2015 @8:30 A.M.

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
 - a. Pledge – U.S. A. Flag
 - b. Salute – N.M. Flag (“I salute the flag of the State of New Mexico, the Zia Symbol of perfect friendship among united cultures”)
5. Approval of Agenda
6. Approval of Minutes-
 - a) July 21, 2015 Regular Commission Meeting
 - b) July 27, 2015 Special Commission Meeting
7. Approval of Consent Agenda
 - a. Payroll/Accounts Payable/Budget/ Expenditures
 - b. Treasurer’s Financial Report for the Month ending July 31, 2015
 - c. Corrected Financial Report for Month ending in June 30, 2015
 - d. Annual Renewal MOU between the Village of Ruidoso & County of Lincoln as the Administrative Authority for Lincoln County Sheriff’s Office for DWI Enforcement Activities and Reimbursement of Costs
8. Board of Finance-County Treasurer
9. Lincoln County Cooperative Weed Management Area
 - a. Status/Update - Stephanie Bason, Upper Hondo Soil & Water Conservation District;
 - b. Entering into Memorandum of Understanding

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

10. Forest, Land & Natural Resources Matters:
 - a. Smokey Bear Ranger District
 - b. Cibola National Forest
 - c. Community Forester
 - d. Office of State Engineer-Water Issues

11. Approval of Agreement between County of Lincoln and Roper Construction, Inc. for Construction of the Carrizozo Senior Center

12. Approval of Lodger's Tax Applications and backup material:
 - Application 005: - Funding Request: \$2,000
 - Purpose: Christmas Jubilee
 - Date(s) of Event: November 13-15, 2015
 - Presenter: Linda Mckinley/Ruidoso Valley Greeters

13. **9:30 A.M.:** PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)

14. Resolution 2015-7 Amending Resolution 2014-37 NMDOT Cooperative Road Programs and Approval of 2015-2016 CAP/COOP/School Bus Agreements

15. Resolution 2015-5 Final Infrastructure Capital Improvement Plan (ICIP) FY 2017-2021 for submission to the State-deadline September 2, 2015

16. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims

17. Manager's Report

18. Approval of Resolution 2015-9 Authorizing Modifications to the Collective Bargaining Agreement Between The County of Lincoln and The Lincoln County Deputy Sheriff's Association

19. Resolution 2015-8 Sale of Used Emergency Services Equipment to Otero County

20. **1:00 P.M.:** Public Hearing to Consider Lincoln County Ordinance No. 2015-03 – An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; and Repealing Ordinance 2014-07.

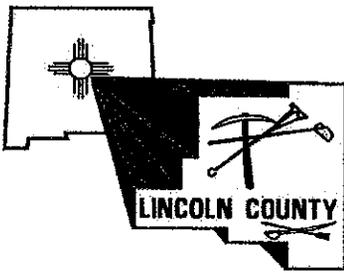
21. Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinance

22. Consideration of Appointments and Removals from Boards/Commissioners/Committees:
 - a. **Tabled** - Road Task Force Steering Committee

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

- b. Lodger's Tax Committee
 - c. Road Review Advisory Committee
23. 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).
24. County Road Damage Updates: Discussion and Possible Action
25. Signing of Official Documents
26. Next meetings:
- a. September 15, 2015, Regular Commission Meeting
27. Adjourn

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



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County of Lincoln

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

Agenda Item 6

SUBJECT

Approval of Minutes:

- a) July 21, 2015 Regular Commission Meeting
- b) July 27, 2015 Special Commission Meeting

1 **COUNTY OF LINCOLN**

2 **New Mexico**
3 **Regular 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 **Minutes**
9 **Tuesday, July 21, 2015**
10

11 Minutes of the Regular Meeting of the Lincoln County Commission held at 8:30 AM on June 21
12 2015 in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New
13 Mexico.
14

15
16 **1. Call to Order**
17

18 Chair Stone called the Regular Meeting of the Board of County Commissioners to order at 8:29:24
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 Rhonda
28 Burrows, County 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 as necessary,
42 **Action:** Approve, **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 **6. Approval of Minutes**

- 48
49 a. June 23, 2015 - Regular Commission Meeting
50 b. July 13, 2015 - Special Commission Meeting
51

52 **Motion:** Approve the minutes of the June 23, 2015 Regular Meeting and the July 13, 2015 Special
53 Commission Meeting, **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by**
54 Commissioner Allen.

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

56 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
57 Commissioner Willard.

58
59 **7. Approval of Consent Agenda**

- 60
61 a. Payroll/Accounts Payable/Budget/ Expenditures
62 b. Treasurer's Financial Report for the Month ending June 30, 2015
63 c. Road Name Change Request
64

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

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

67 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
68 Commissioner Willard.

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

72
73 **9. Creative Aging Committee of ENMU Presentation by Clara Farah-Request for**
74 **Endorsement**

75
76 Clara Farah, PhD, Instructor at ENMU Ruidoso discussed the Creative Aging Advisory Committee
77 (CAAC) as an outgrowth of a Creative Aging Course taught at Eastern New Mexico University.
78 Dr. Farah discussed a recent survey of County residents conducted by the group to better
79 understand the needs of the over 50 age group in the County.

80
81 Dr. Farah stated various agencies suggested the CAAC diversify and develop a process to foster
82 communication between elected officials and citizenry. Dr. Farah stated she was seeking an
83 endorsement from the County Commission and also the municipalities for CAAC to serve as an
84 advisory council on the status and needs of the over 50 population.
85

86 Renee Montes, Senior Services Director expressed support for the program as an advocate for
87 Senior Services. Ms. Montes reminded the County had an established Senior Services Advisory
88 Council with membership composed of those receiving services through the County Senior
89 Centers. Ms. Montes stated the CAAC might assist in the identification of seniors needing
90 services and in providing public education about the many services available.
91

92 Chair Stone stated no objection to the endorsement as long as the purpose of the CAAC was not
93 to "micro manage" the County's Senior Citizen's Director or programs.
94

95 Dr. Farah stated she conferred with Ms. Montes and they were in agreement as to the purpose of
96 the CAAC.

97 **Motion:** Recognize the Creative Aging Advisory Committee, **Action:** Approve, **Moved by**
98 Commissioner Stewart, **Seconded by** Commissioner Allen.
99 **Vote:** Motion carried by unanimous call vote (**summary:** Yes = 5).
100 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
101 Commissioner Willard.

102
103 **10. Per Head Tax Update and Discussion**
104
105 Pete Gnatowski and Jim Cooper, acting members of the Predator Control Board presented
106 documentation related to the enactment of the per head tax as established and administered
107 under NMSA 77-15-7 through 77-15-13.

108
109 Mr. Cooper reminded the Predator Control Board met every five years to consider the
110 implementation of the per head tax on livestock in Lincoln County. Mr. Cooper stated this year
111 the Predator Control Board submitted a request by ballot to livestock owners for an increase in
112 the per head tax from \$.50 to \$.75 cents. Mr. Cooper informed greater than 51% of ballots
113 submitted to livestock owners in the County were returned approving the imposition of the tax
114 increase as required by State Statute.

115
116 Mr. Cooper requested the Board of County Commissioners ratify the tax increase approved by
117 the majority of livestock owners.

118
119 **Motion:** Approve the imposition of a \$.75 per head livestock tax, **Action:** Approve, **Moved by**
120 Commissioner Stewart, **Seconded by** Commissioner Draper.
121 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).
122 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
123 Commissioner Willard.

124
125 **11. Forest, Land & Natural Resources Matters:**

126
127 a. Cibola National Forest

128
129 Ms. Taylor reported Elaine Kohrman, Cibola District Ranger informed she was unable to sign the
130 Memorandum of Understanding (MOU) as amended by the Board of Commissioners. Ms. Taylor
131 stated District Ranger Kohrman expressed appreciation for the interest and extended an invitation
132 to participate as a cooperating agency at any time. Ms. Taylor provided copies of status updates
133 on the Cibola Forest Plan Revision, a list of forty entities currently participating as a cooperating
134 agency, as well as a list of public meeting dates.

135
136 Commissioner Draper suggested participation was important notwithstanding the County's
137 objection to particular language contained in the MOU.

138
139 Chair Stone concurred with Commissioner Draper on the importance of Lincoln County
140 participating in the Cibola Forest Plan Revision process.

141
142 Alan Morel, County Attorney suggested it was appropriate to revisit the issue and consider
143 approval of the MOU without the prior approved revisions.

144
145 **Motion:** Approve the Memorandum of Understanding with the Cibola National Forest without
146 revision, **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by** Commissioner
147 Willard.

148 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).
149 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
150 Commissioner Willard.

151
152 b. Smokey Bear Ranger District
153

154 Larry Cordova, District Wildlife Biologist currently serving as Acting District Ranger informed
155 Ranger David Warnack would return to his position as the District Ranger on July 27, 2015.
156

157 Acting Ranger Cordova reported feral hog eradication measures by helicopter were planned for
158 the Loma Grande and Nogal Canyon areas during the week. Acting Ranger Cordova stated 125
159 acres of prescribed burns were recently completed and additional burns were planned for the
160 week. Acting Ranger Cordova reported the US Forest Service and BLM were working together
161 to rebuild a fence between the two agency land holdings in the Devil's Canyon area. Acting
162 Ranger Cordova commented on the 21st Annual Youth Fishing Day planned for August 22, 2015
163 at Alto Lake.
164

165 Commissioner Draper questioned if Acting Ranger Cordova was aware of any discussions
166 regarding land transfers between the Mescalero Apache Tribe, BLM, and the US Forest Service.
167 Acting Ranger Cordova stated other than some discussion months ago he was unaware of any
168 other action to this matter.
169

170 Chair Stone questioned the status of public meetings to provide input for the revision of the Lincoln
171 Forest Plan. Acting Ranger Cordova assured Chair Stone the initial meetings were part of the
172 assessment phase in conjunction with other data gathering efforts. Acting Ranger Cordova
173 offered to set an additional meeting in Carrizozo and also noted other meetings were planned
174 prior to the end of this year. Chair Stone emphasized the importance of the need for input
175 throughout the revision plan and during all stages.
176

177 Chair Stone questioned if the Regional Forester had completed a revision of US Forest Service
178 policies regarding weed control spraying. Acting Ranger Cordova commented on the significant
179 increase of noxious weeds as a result of recent rainfall. Acting Ranger Cordova stated the USFS
180 Environmental Assessment for the use of herbicides was approximately 20 years old and as a
181 result the Forest Supervisor's Office suspended herbicide use until a new Environmental
182 Assessment was adopted. Acting Ranger Cordova discussed the impact of this process on the
183 spread of noxious weeds.
184

185 Chair Stone expressed disappointment the US Forest Service did not recognize and plan for the
186 additional moisture this year. Chair Stone commented on the loss of progress made during the
187 last ten years due to lack of action by the Forest Service this year.
188

189 Chair Stone expressed multiple concerns about the planned fencing by the Ranger District of the
190 spring at Seven Cabins. Chair Stone expressed belief this was a "patented spring" and
191 expressed belief the fencing would set a bad precedent for the future.
192

193 Acting Ranger Cordova explained the fencing project was under his direction as a project of the
194 Habitat Stamp Program. Acting Ranger Cordova explained the fence would not keep cattle from
195 obtaining water as there was a drip tank installed outside of the fenced area.
196

197 Chair Stone requested a meeting with Ranger David Warnack to discuss this project.
198

199 c. Community Forester
200

201 Rick Merrick, Community Forester reported on participation with other agencies on prescribed
202 burns. Mr. Merrick stated 99% of the Lincoln County cost share funding for thinning was
203 committed and approximately 50% of the funding was disbursed.
204

205 Mr. Merrick reported the Eastern New Mexico University – Ruidoso Speaker Series was ongoing
206 with an update on Bonito Lake, Grindstone Lake, and Alto Lake projects set for August 4, 2015.
207

208 Mr. Merrick stated the Little Bear Fire Coalition received a PNM Power Up Grant in the amount of
209 \$13,500 to purchase and install an additional community messaging sign. Mr. Merrick discussed
210 plans to install the sign on Highway 70 in Ruidoso to provide forest health, watershed protection
211 and wildfire protection messages to residents and tourists.
212

213 d. Office of State Engineer-Water Issues
214

215 Ms. Taylor reported there were no new postings for water right transfers on the State Engineer's
216 website this month. Ms. Taylor stated there was no action to report on pending lawsuits to oppose
217 the temporary transfers from the Hondo Valley to the Village of Ruidoso. Ms. Taylor stated the
218 County's attorney, Kelly Cassels, suggested his clients schedule an appointment to discuss the
219 situation with the new State Engineer.
220

221 **12. 9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY**
222 **OFFICIALS**
223

224 Jack and Rima Davis of 102 Vail Loop requested the County work to resolve a drainage issue
225 which results in a large water runoff across their property during heavy rains from roads in Little
226 Creek Estates. Mr. and Mrs. Davis asserted this runoff caused both emotional harm and
227 thousands of dollars in property damage. Mr. Davis stated they had resided on the property for
228 more than 20 years, the property was not located in a flood zone, and expressed belief the runoff
229 was due to placement of a culvert on the County road.
230

231 Barbara Yates of 101 Pine Knot stated she had a similar issue with culvert drainage causing
232 damage to her private property. Ms. Yates stated the County Manager, Road Superintendent and
233 other County staff had reviewed the site. Ms. Yates she was informed the County could not
234 redirect the water from her property as it would flood other private property. Ms. Yates stated the
235 County Manager informed her the County would not conduct a previously discussed cost analysis
236 by an engineer. Ms. Yates requested the Board of Commissioners consider her suggestion for
237 placement of a culvert to divert the water.
238

239 Jesse Pape, Chair of the Bonito Park Nazarene Campground Leaseholders presented a request
240 on behalf of the leaseholders for an exemption from individual billing for Solid Waste Services.
241 Mr. Pape reminded these individuals were not property owners but they leased the land their
242 homes were built on from the Nazarene Church. Mr. Pape presented a copy of the lease
243 agreement and asserted the cost of solid waste disposal via a commercial dumpster was
244 incorporated in the lease agreement. Ms. Taylor stated she and the County Attorney would
245 review the lease agreement and discuss the issue.
246

247 **8. USGS Update & Presentation - " Summary of U.S. Geological Survey NM Water**
248 **Science Center's Final Report: Water Resources During Drought Conditions and**
249 **Post-Fire Water Quality in the Upper Rio Hondo Basin"**

250
251 Lauren Sherson and Matt Ely of the USGS presented an overview of the final Scientific
252 Investigations Report 2014-5153 titled *Hydrology, Water Resources, and Water Budget of the*
253 *Upper Rio Hondo Basin, Lincoln County, New Mexico, 2010:* and Scientific Investigations Report
254 2015-5086 titled *Water Resources During Drought Conditions and Postfire Water Quality in the*
255 *Upper Rio Hondo Basin, Lincoln County, New Mexico, 2010-13.*
256

257 Ms. Sherson discussed the various phases of data collection undertaken over the years for the
258 purpose of defining the hydrogeology, water resources and the water budget for the Upper Rio
259 Hondo Basin. Ms. Sherson reminded the second report was developed to analyze water
260 resources during drought conditions and post fire water quality within the Upper Rio Hondo Basin
261 after the Little Bear Fire.
262

263 Ms. Sherson presented a brief overview of the data collection process, the development of
264 findings, and the publication of final reports. Ms. Sherson provided printed copies of both reports
265 and also a website link for public access to these reports.
266

267 Commissioner Stewart questioned if there were conclusions from the study which deserved
268 particular consideration by the Lincoln County Board of Commissioners.
269

270 Ms. Sherson stressed the importance of monitoring snow pack levels to understand water
271 availability and discussed the impact of winter snow versus rain recharge.
272

273 There was a general discussion regarding the data and conclusions. Ms. Sherson and Mr. Ely
274 reminded it was the mission of the USGS to assimilate data for study rather than to provide
275 suggestions for policy decisions.
276

277 Commissioner Willard questioned if an increase in water flow was documented after the Little
278 Bear Fire. Ms. Shearson stated the USGS was unable to track this particular data due to a lack
279 of appropriately positioned pre and post fire stream flow gauges.
280

281 Mr. Ely stated the USGS planned to expend some funding to model both pre and post fire
282 processes and model the impact to water and stream flow.
283

284 Jackie Powell, former Chair of the Lincoln County Commission suggested there was a missing
285 component to the reports which referenced "perennial" streams. Ms. Powell opined this
286 terminology was inappropriate for mountains areas where streams were "torrential" or "no snow,
287 no flow". Ms. Powell requested modification of the report to reflect the lack of perennial flow and
288 to include information regarding the danger of depending on "average" flows for planning
289 purposes. Ms. Powell stated for example the utilization of averages by the State Engineer to
290 justify approval or denial of water rights transfers was a flawed process because of the irregularity
291 of torrential flow and the lack of an average flow every year. Ms. Powell suggested it was
292 inappropriate to base approval of water right transfers on "average" perennial flow data.
293

294 Commissioner Stewart discussed the viability of utilizing data such as annual snow pack totals
295 for the Board of County Commissioners to issue non-regulatory notices or advisories about
296 declining water resources.
297

298 Matt Ely reiterated the role of the USGS as a provider of scientific data but not to determine how
299 to utilize the information. Mr. Ely commented that one good monsoon season would not alleviate

300 drought conditions and snow pack accumulation was the critical element to monitor. Mr. Ely
301 suggested examination of long term drought trends and climate variability for planning purposes.
302

303 Commissioner Stewart suggested forwarding the reports along with a cover letter to the State
304 Engineer and to the New Mexico Institute of Mining and Technology requesting these agencies
305 review the reports and provide guidance on regulatory measures.
306

307 Chair Powell questioned if the USGS might modify the reports or provide a statement supporting
308 her assertion that stream flow was not "perennial" but rather "torrential". Ms. Powell suggested
309 since Lincoln County contracted with USGS to perform the studies, the County could add an
310 acknowledgement page to the report to identify the problems associated with the utilization of
311 average flows in decision making.
312

313 After discussion, there was a general consensus for the County to prepare a letter of clarification
314 regarding the definition of stream flow as "torrential" rather than "perennial" and to object to any
315 approval of water transfers based on "average" flows.
316

317 The Manager was directed to forward the letter along with copies of the two reports to the State
318 Engineer in support of objections to water rights transfers. The County Clerk was directed to
319 include the copies of the letter and reports as part of the official record.
320

321 **SEE EXHIBIT B:** Copies of USGS Scientific Investigations Reports 2014-5153 and 2015-5086
322 along with the Letter of Clarification are attached hereto in reference thereto made a part hereof.
323

324 **13. Appeals for the Lincoln Historic Preservation Board: Findings of Fact and**
325 **Conclusions of Law for Approval**
326

327 Alan Morel, County Attorney reminded two separate public hearings were held to hear appeals of
328 Lincoln Historic Preservation Board Decisions during the Regular Meeting of June 23, 2015.
329 Attorney Morel stated all documents presented for the record during these hearings were
330 incorporated into the Findings of Fact and Conclusions of Law.
331

332 a. Dickinson/Dockery Appeal
333

334 Attorney Morel read the Decision of the Board of County Commissioners and requested approval
335 of the Findings of Fact and Conclusions of Law in the matter of the appeal of Cille Dickinson and
336 Sarah Dockery d/b/a Dickinson Gallery and Northside Pizza of the Lincoln Historic Preservation
337 Board's denial of application for variance. Attorney Morel noted the approval would initiate a thirty
338 day appeal process for the parties involved.
339

340 **Motion:** Approve the Findings of Fact and Conclusions of Law for the Dickinson and Dockery
341 Appeal as presented, **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by**
342 Commissioner Willard.

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

344 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
345 Commissioner Willard.
346

347 **SEE EXHIBIT C:** Copies of the Findings of Fact and Conclusions of Law for the Dickinson an
348 Dockery Appeal are attached hereto in reference thereto made a part hereof.
349

350 b. Randy and Ronda Dougherty Appeal

351
352 Attorney Morel read the Decision of the Board of County Commissioners and requested approval
353 of the Findings of Fact and Conclusions of Law in the matter of the appeal of Randy and Ronda
354 Dougherty to the Lincoln County Historic Preservation Board's denial of application to fly an
355 "Open" flag. Attorney Morel noted approval would initiate a thirty day appeal process for the
356 parties involved.

357
358 **Motion:** Approve the Findings of Fact and Conclusions of Law for the Randy and Ronda
359 Dougherty Appeal with correction of minor typographical error, **Action:** Approve, **Moved by**
360 Commissioner Willard, **Seconded by** Commissioner Draper.

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

362 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
363 Commissioner Willard.

364
365 **SEE EXHIBIT D:** Copies of the Findings of Fact and Conclusions of Law for the Randy and
366 Ronda Dougherty Appeal are attached hereto in reference thereto made a part hereof.

367
368 **14. Lincoln Hills Subdivision: Commission to Consider subdivision owner's amending**
369 **the Development Agreement deleting a portion of Gene Littler Lane from the north**
370 **side of Antler to Paso Monte Loop**

371
372 Ms. Taylor informed the applicants requested the item be considered at a later date pending
373 additional information.

374
375 **15. Approval of PNM Easement to the hospital for new MRI Machine**

376
377 Curt Temple, Planning Director presented a request from Lincoln County Medical Center (LCMC)
378 for approval of an easement through County owned property for placement of an electrical power
379 line by the Public Service Company of NM (PNM). Mr. Temple informed the purpose of the new
380 power line was to facilitate placement of new MRI equipment at LCMC. Mr. Temple presented
381 an easement agreement with a survey exhibit defining the location of the easement.

382
383 **Motion:** Approve the Easement Agreement with PNM, **Action:** Approve, **Moved by**
384 Commissioner Stewart, **Seconded by** Commissioner Allen.

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

386 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
387 Commissioner Willard.

388
389
390 **16. Approval of SNMEDD Agreement and Resolution 2015-4**

391
392 Ms. Taylor informed the Southeastern New Mexico Economic District (SNMEDD) submitted the
393 agreement as required by the NM Department of Finance and Administration for disbursement of
394 local funds. Ms. Taylor stated Resolution 2015-4 served to acknowledge the County's desire to
395 remain an active member of SNMEDD and to ratify the agreement.

396
397 **Motion:** Approve the Agreement between SNMEDD and the County of Lincoln; and Adopt
398 Resolution 2015-4, **Action:** Approve, **Moved by** Commissioner Draper, **Seconded by**
399 Commissioner Stewart.

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

401 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
402 Commissioner Willard.

403
404 **SEE EXHIBIT E:** Copy of Resolution 2015-4 is attached hereto in reference thereto made a part
405 hereof.

406
407 **17. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims**
408

409 Scott Annala, Indigent Health Care Administrator presented the Safety Net Care Provider Pool
410 claims for approval. Mr. Annala processed 20 claims with 17 recommended for approval and 3
411 recommended for disapproval for a monthly authorization of \$15,454.27. Mr. Annala reminded
412 the total approval for SCP/SNCP claims for Fiscal Year 2014-2015 was \$254,747 with a monthly
413 average of \$21,229.

414
415 Mr. Annala presented the Indigent Health Care Payments request for the month and stated he
416 processed 6 claims with 5 claims recommended for approval and 1 for disapproval for a total
417 payment this month of \$6,198.19. Mr. Annala stated based on this month's expenditures he
418 projected a total expenditure for IHC claims for Fiscal Year 2015-2016 of \$74,378. Mr. Annala
419 reminded the total expenditure for Indigent Health Care Payments for Fiscal Year 2014- 2015 was
420 \$63,642.16 of a budgeted \$393,278.

421
422 **Motion:** Approval and denial of the claims as indicated for SCP/SNCP and Indigent Health Care
423 as recommended, **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by**
424 Commissioner Allen.

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

426 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
427 Commissioner Willard

428
429 **SEE EXHIBIT F:** Copies of the Sole Community Provider and Indigent Health Care Payments
430 are attached hereto in reference thereto made a part hereof.

431
432 **18. ICIP Discussion**
433

434 Ms. Taylor presented the revised ICIP list to include the addition of the Renovation of LCMC
435 project as requested during the Regular Meeting of June 23, 2015:

- 436
437 1. New Hondo Fire Station
438 2. Expand White Oaks Fire Station
439 3. Expand Lincoln County Detention Center
440 4. Renovations New Horizons Facility
441 5. ADA Upgrades to Senior Centers
442 6. ADA Upgrades to Courthouse parking lots (handicapped)
443 7. Sidewalk in front of Courthouse
444 8. Heating/Cooling Unit for Ruidoso Public Health Office
445 9. Sheriff's Department vehicles
446 10. Road Department vehicles and equipment
447 11. Fleet Management software
448 12. Renovation of Lincoln County Medical Center
449

450 Ms. Taylor stated total cost estimates were still being identified and requested guidance as to
451 what amount of capital outlay the Board of Commissioners wished to request for the renovation
452 of LCMC.
453

454 Commissioner Stewart suggested including the full cost of renovation in the ICIP along with
455 information about other possible revenue sources for the project.
456

457 Commissioner Draper suggested consulting with Hubert Quintana for guidance on referencing
458 the renovation project on the ICIP list.
459

460 There was a general discussion regarding prioritization of projects. Commissioner Stewart
461 suggested assignment of a projected year of completion for each project as well as the anticipated
462 costs.
463

464 Ms. Taylor discussed the need for a financial commitment from the County to partially fund
465 projects defined on the ICIP for any particular year. Ms. Taylor stated she would present the
466 ICIP list for final approval during the August Regular Meeting.
467

468 **19. Manager's Report** 469

- 470 1. **Newly appointed District Judge for the 12th Judicial District**, Dan Bryant, will
471 commence his new appointment in late August. Mr. Bryant has already voiced a strong
472 desire to work closely with the County, the Detention Center, and the Sheriff, as well as
473 the District Attorney, the Public Defender and all participants impacted by the judicial
474 process.
475
- 476 2. **Multi-Jurisdictional Effort for Mitigation Planning**. The Village of Ruidoso invited the
477 Lincoln County to participate in its Multi-Jurisdictional Mitigation Plan. Other participants
478 include the City of Ruidoso Downs, Capitan, Carrizozo and Corona. All potential
479 participants are meeting with the NMDHS&EM on July 27, 2015.
480
- 481 3. **Fort Stanton Veteran's Cemetery**. Fort Stanton is one of the four cemetery sites
482 submitted by the State of New Mexico and approved for construction under the Veteran
483 Affairs Cemetery Grant Program. The Manager reported engineering and design work
484 had progressed and a mandatory pre-bid meeting was scheduled for July 30, 2015 at Fort
485 Stanton. The Manager reported all Commissioners would receive a personal invitation to
486 this event and provided a copy of the associated agenda. The Manager stated based on
487 the projected construction schedule the project was scheduled for completion in late 2016.
488 The Manger reminded the Fort Stanton Veteran Cemetery also received a legislative
489 allocation of \$500,000 for construction of an access road.
490
- 491 4. **Southeast Regional Transportation Planning Organization (SERTPO)**, working in
492 conjunction with NM Department of Transportation, developed its Regional Transportation
493 Plan (RTP), which will serve as the framework for future decision-making. The Manager
494 stated this plan was currently under review for public comment until July 31, 2015. The
495 Manager stated the RTP was organized by five goals that lead to a vision for the future of
496 transportation in the state: 1) Operate with Transparency and Accountability; 2) Improve
497 Safety and Public Health for All System Users; 3) Preserve and Maintain Our
498 Transportation Assets for the Long Term; 4) Provide Multimodal Access and Connectivity
499 for Community Prosperity and Health; and 5) Respect New Mexico's Cultures,
500 Environment, History and Quality of Life. The Manager stated consideration of the RTP

501 was set for the SERTPO Agenda on August 26, 2015 with Lincoln County represented by
502 Commissioner Dallas Draper and Road Superintendent Carl Palmer.
503

- 504 5. **RFP for Solid Waste Collection.** The Manager reported Charles Fiedler continued work
505 on the Request for Proposals (RFP) for solid waste collection including development of
506 the initial Scope of Work and Cost Response Attachment. The Manager stated Mr. Fiedler
507 anticipated presenting drafts of other components of the RFP for review in the near future.
508

509 6. **Building Project Updates**

- 510 • *Public Officials Building / Sheriff's Complex.* The Manager stated final work was
511 scheduled for installation of the remaining HVAC units and final inspections would
512 follow completion of installations.
513 • *Annex Building.* The District Attorney's Office moved into the first floor of the Annex,
514 with minor additional problems identified and resolved. The Manager stated the final
515 move of remaining furniture and records was set for this week. The Manager stated
516 plans to move the Finance Department to the second floor were in process.
517 • *Carrizozo Senior Center.* The Manager noted the Commission would take action to
518 award the construction bid during today's meeting and reminded the contractor must
519 ensure all sub-contractors were registered in federal SAM data base.
520 • *Hondo Fire Station.* Efforts will commence to select an architect to formally design the
521 station and obtain construction cost estimates. The Manager reminded the County
522 received a \$25,000 legislative capital outlay award last year as well as an additional
523 award of \$210,000 this year.
524 • *New Horizons.* County Commission approved funds and the Legislative Capital award
525 totaled \$110,000 for improvements. The Manager stated the County Chief Purchasing
526 Agent was working with the New Horizons Executive Director to obtain required bids.
527

- 528 7. **Building Maintenance.** The Manager stated construction and repair were nearly
529 complete in the County Complex but several key issues were identified to ensure
530 maintenance of building quality:

- 531 • All drainages must be cleaned out to prevent water backing up on the new roof which
532 causes additional leaking;
533 • The tree in the courtyard causes considerable clogging of all rooftop drainages and
534 the Manager proposed removal of the tree.
535

536 8. **Additional calendar items:**

- 537 • Bonito Park Nazarene Camp and Conference Center invited the Board of County
538 Commissioners to their Grand Opening and Service of Dedication on August 1,
539 2015.
540 • Old Lincoln Days – August 7, 8 and 9, 2015.
541 • Multi-Line Pool Board Meeting - August 19, 2015. The Manager serves as the
542 County Board Member.
543

544 5. **Departmental Updates:**

- 545
546 a. **Joe Kenmore, Director of the Office of Emergency Services** discussed the
547 increase in rainfall and occurrence of minor lightening fires. Mr. Kenmore reported
548 the City of Alamogordo was working to reopen drainage pipes at Bonito Lake to
549 continue drainage of the water. Mr. Kenmore stated the Hondo Fire Station

550 completed State required pump testing and was now eligible to apply for a State Fire
551 Marshall's grant in the amount \$100,000.

552
553 **b. Renee Montes, Senior Services Director** informed the total number of home meal
554 deliveries exceeded the projected number for the last fiscal year. Ms. Montes also
555 discussed the increased number of requests for transportation stating the majority
556 of requests were for transportation to out of town medical services. Ms. Montes
557 stated with only one district driver often site managers from other sites assisted in
558 fulfilling transportation requests. Ms. Montes stated the cooperative effort to provide
559 food bank distributions at the Ruidoso Downs Senior Center resulted in the
560 distribution of approximately 100 senior food boxes.

561
562 **c. Carl Palmer, Road Superintendent** discussed road damage associated with recent
563 rains. Mr. Palmer stated also as a result of heavy rain many road culverts were
564 plugged with pine needles and other debris. Mr. Palmer reported work on Gavilan
565 Canyon Road was delayed due to rain.

566
567 Commissioner Stewart reported multiple complaints from residents regarding trees falling into
568 County right of ways.

569
570 Mr. Palmer stated once notified the County Road Department removed trees when
571 possible or worked with a private contractor to fall dangerous trees. Mr. Palmer
572 discussed the difficulty of clearly identifying the true dimensions of these right of
573 ways.

574
575 Commissioner Draper requested Mr. Palmer explore all opportunities to assist the homeowners
576 who reported road drainage issues during public comment.

577
578 Mr. Palmer expressed a desire to assist these individuals but reminded the County
579 Road Department was legally prohibited from performing work on private property.

580
581 **d. Curt Temple, Planning Director** anticipated the Lincoln County Map book would be
582 available this week for distribution to County departments, emergency management
583 personnel and ambulances. Mr. Temple discussed the need to determine a cost for
584 sale to the public and suggested \$80.00 per book. Mr. Temple stated the maps were
585 printed on a durable laminate paper which was water and wear resistant.

586
587 Commissioner Willard suggested posting the maps online for public use.

588
589 Mr. Temple stated "pdf" versions of the maps were available and he would research
590 the option of placing the maps on the County website.

591
592 **e. Punkin Schlarb, Finance Director** reported the first round of this year's audit was
593 complete. Ms. Schlarb noted there were a number of new requirements initiated by
594 the State Auditor and expressed belief staff was able to meet all requests for additional
595 documentation.

596
597 **f. Billie Joe Guevara, Administrative Assistant/Human Resources** informed a
598 presentation by the Public Employee Retirement Association (PERA) for employees
599 and elected officials was scheduled for July 25, 2015 in the Commission chambers.

600

601 Chair Stone recessed the Regular Meeting at 12:07:20 PM and reconvened at 1:02:06 PM.

602
603 Chair stone recessed the Regular Meeting and convened the Public Hearing at 1:03:13 PM.

604
605 **22. 1:00 P.M.: Public Hearing to Consider the Approval of the Final Budget FY 15-16**
606 **Resolution 2015-3 Adopting the Final Budget FY 2015-2016**

607
608 Chair Stone recessed the Public Hearing and reconvened the Regular Meeting at 1:03:15 PM.

609
610 **20. Road Issues**

611
612 a. Rancho Ruidoso Valley Estates

613
614 Ms. Taylor informed representatives of Rancho Ruidoso Valley Estates requested the item be
615 removed from the agenda.

616
617 b. Barbara Yates

618
619 Ms. Taylor noted Ms. Yates was absent from the meeting after having presented her road
620 concerns during the public comment period.

621
622 Ms. Taylor stated Ms. Yates contacted Commissioner Stewart in February of 2015 regarding
623 flooding problems on her property at 101 Pine Knot Trail. Ms. Yates asserted the source of the
624 problem was a culvert located at 102 Pine Hill Trail. Ms. Taylor stated prior to contacting
625 Commissioner Stewart Ms. Yates had discussed the situation with Carl Palmer, Road
626 Superintendent and Curt Temple, Planning Director who determined all options to divert water
627 from Ms. Yates' property would result in diverting water onto other private properties. Ms. Yates
628 informed Mr. Palmer and Mr. Temple she had received a disclosure prior to purchase of the
629 property about the potential for runoff during wet times.

630
631 Ms. Taylor stated during a follow up discussion Ms. Yates was again informed her proposed
632 solution would result in the diversion of water onto other private property which was prohibited by
633 law. Ms. Taylor stated the County offered to provide wattles to reduce the flow of water across
634 her property but Ms. Yates rejected this option.

635
636 Ms. Taylor stated Ms. Yates subsequently requested an agenda item for this July Regular Meeting
637 to discuss the problem. Ms. Taylor stated a subsequent review by Mr. Palmer, consultant Justin
638 King of King Industries, and herself again resulted in the same findings that Ms. Yates proposed
639 solution would result in diversion of water to other private property. Ms. Taylor stated she
640 declined to pursue a cost analysis for diversion based on the understanding the County could not
641 divert water to other private property and also the fact the County was prohibited from performing
642 work on private property.

643
644 Attorney Morel stated the general rule of law was that water could not be diverted from one
645 property to another. Attorney Morel informed further discussion was appropriate for Executive
646 Session.

647
648 **21. Approval of Resolutions:**

649
650 a. Resolution 2015-1 Adjusting Line Items for FY 2014-2015

651

652 Ms. Schlarb detailed the list of internal budget line item transfers and adjustments as defined by
653 the Resolution.

654
655 **Motion:** Adopt Resolution 2015-1, **Action:** Approve, **Moved by** Commissioner Stewart,
656 **Seconded by** Commissioner Draper.

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

658 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
659 Commissioner Willard.

660
661 **SEE EXHIBIT G:** Copy of Resolution 2015-1 is attached hereto in reference thereto made a part
662 hereof.

663
664 b. Resolution 2015-2 Closing the FY 2014-2015 Budget

665
666 Ms. Schlarb detailed the list of increased revenues received and transfers between funds as
667 approved by the Board of County Commissioners during Fiscal Year 2014-2015 as defined by
668 the Resolution.

669
670 **Motion:** Adopt Resolution 2015-2, **Action:** Approve, **Moved by** Commissioner Stewart,
671 **Seconded by** Commissioner Allen.

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

673 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
674 Commissioner Willard.

675
676 **SEE EXHIBIT H:** Copy of Resolution 2015-2 is attached hereto in reference thereto made a part
677 hereof.

678
679 Chair Stone recessed the Regular Meeting and reconvened the Public Hearing at 1:13:29 PM.

680
681 **22. 1:00 P.M.: Public Hearing to Consider the Approval of the Final Budget FY 15-16**
682 **Resolution 2015-3 Adopting the Final Budget FY 2015-2016 (continued)**

683
684 Ms. Taylor stated the Preliminary Budget as approved at the Regular Meeting of May 15, 2015
685 was received and subsequently approved by the NM Department of Finance on June 15, 2015.

686
687 Ms. Taylor provided copy of the Final Budget for Fiscal Year 2015-2016 and reviewed the principal
688 changes from the Preliminary Budget.

689
690 Ms. Taylor noted the Treasurer's Cash Balance increased from the preliminary forecast of
691 \$5,270,265 to \$8,095,647. Ms. Taylor stated the principal adjustments were due to receipt and
692 payment of bills received after June 19, 2015, and accounting for actual funds budgeted for
693 expenditure in the prior year which were not expended. Ms. Taylor noted final expenditures were
694 adjusted from the preliminary budgeted in the amount of \$7,443,554 to \$7,435,755 for similar
695 reasons.

696
697 Ms. Taylor noted the Final Adjusted Operating Transfer of funds were reduced from the
698 preliminary budgeted amount of \$7,362,793 to \$5,685,175 as a result of a close review of
699 projected expenditures and conservative budgeting processes. Ms. Taylor detailed the reductions
700 in transfers from the general fund to various operational funds.

701

702 Ms. Taylor noted the legal requirement for a reserve of 3/12 of General Fund Expenditures or
703 \$1,858,939 and stated the proposed Final Budget included reserves of \$5,453,907 over the
704 required reserve.
705
706 Ms. Taylor requested the Board of Commissioners consider a review of external agency requests
707 as currently budgeted and consider any changes.
708
709 There was general consensus to approve external agency requests as presented in the final
710 budget.
711
712 Ms. Taylor requested the Board of Commissioners consider any previously unfunded or new
713 requests.
714
715 Commissioner Stewart questioned if the increased amount awarded for Assessor certifications
716 was funded from the General Fund or from the Assessor's Reappraisal Fund. Paul Baca,
717 Assessor confirmed the additional cost was included in expenditures from the Assessor's
718 Reappraisal Fund.
719
720 There was general consensus to approve internal departmental budget requests as presented in
721 the final budget.
722
723 Ms. Taylor reminded during the preliminary budget process La Casa Buena Salud Clinic was
724 budgeted to receive \$139,560 and the Presbyterian operated Corona Clinic, Carrizozo Clinic, and
725 Capitan Clinics were budgeted to receive \$514,610 in mill levy funding. Ms. Taylor stated total
726 clinic funding available for expenditure was \$654,710 with a remainder of \$540 after budgeted
727 expenditures.
728
729 There was general consensus to approve clinic funding as presented in the final budget.
730
731 Ms. Taylor presented an analysis of LCMC's total funding request of \$2,337,000 which included
732 a request for \$1,775,000 for operational costs. Ms. Taylor noted the request for operational funds
733 increased \$525,000 over last year's request. Ms. Taylor reminded Al Santos, Administrator for
734 LCMC stated the increased request was for "hospital based clinics" such as Family Medicine,
735 Internal Medicine, General Surgery, Obstetrics and Gynecology, Physical Therapy, and the PMG
736 Lab. Ms. Taylor noted this was the first request ever received from LCMC to fund these
737 operational costs.
738
739 Ms. Taylor discussed the importance of a thorough analysis of estimated revenues for LCMC
740 through the Safety Net Care Pool program and also through increased Medicaid base rates. Ms.
741 Taylor noted LCMC did not provide the information prior to this meeting.
742
743 Ms. Taylor presented a summary of estimated hospital funding available through the Hospital Mill
744 Levy and opined an approval of more than \$892,154 for operational costs would totally exhaust
745 the fund for the Fiscal Year 2015-2016. Ms. Taylor stated any approval above this amount would
746 necessitate the use of lease payment funding. Ms. Taylor reminded of LCMC's prior proposal to
747 utilize the lease payment for debt service of the hospital renovation. Ms. Taylor stated the lease
748 payment revenue was not currently budgeted for a specific purpose.
749
750 Commissioner Stewart commented on the beginning balance of the Indigent Health Care Fund
751 as being \$793,323 and suggested utilization of these funds to offset the County's Safety Net Care
752 Pool or State Medicaid obligations.

753
754 Punkin Schlarb, Finance Director suggested utilization of Indigent Health Care funding to alleviate
755 the General Fund from costs associated with medical care for inmates
756
757 There was general discussion regarding the appropriate use of various revenue sources and
758 whether the definition of services described by LCMC as "clinics" was appropriate.
759
760 Al Santos, LCMC Administrator informed LCMC would receive approximately \$2.4 million in
761 Safety Net Care Pool funding to offset uncompensated care costs. Mr. Santos suggested the
762 Board of County Commissioners consider increasing the mill levy imposition from 2.6 mills to the
763 full voter approved 3.0 mills to meet the requested increase in operational funds and to avoid a
764 reduction in services.
765
766 Ms. Taylor reminded while the Commission had directed all County departments to trim their
767 budget requests, LCMC continued to increase their requests for funding each year and now
768 proposed to expand their requests to include funding from additional sources.
769
770 Mr. Santos commented on LCMC's contribution to Lincoln County's economy as an employer and
771 economic business participant. Mr. Santos stated LCMC could not continue to provide all current
772 services if funding awarded was less than requested.
773
774 Commissioner Stewart expressed concern about the Indigent Health Care Fund balance as
775 subject to State scrutiny. Commissioner Stewart suggested budgeting the County's Medicaid
776 payment obligation from the Indigent Health Care Fund rather than the mill levy fund.
777 Commissioner Stewart further suggested the Commission provide guidance to LCMC as to future
778 funding sources available and limits. Commissioner Stewart did not advocate any increase to the
779 mill levy.
780
781 Chair Stone adjourned the Public Hearing and reconvened the Regular Session at 2:02:17 PM.
782
783 Commissioner Stewart noted LCMC's total initial request was already included in the budget and
784 if approved as budgeted, a cash balance in excess of \$3 million dollars would remain in the Mill
785 Levy budget.
786
787 Ms. Schlarb informed the requested increase for Appraiser certification was budgeted at the
788 highest level from the Assessor's Reappraisal Fund.
789
790 Ms. Taylor noted the projected costs for the Sheriff's communication system were significantly
791 less than budgeted in the Preliminary Budget.
792
793 **Motion:** Approve the FY 2015-2015 Final Budget with a reduction in the Sheriff's Department
794 budgeted Communication System Expense from \$400,000 to \$300,000 and budget Lincoln
795 County's Medicaid payment obligation from the Indigent Health Care Fund, **Action:** Approve,
796 **Moved by** Commissioner Stewart, **Seconded by** Commissioner Draper.
797 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).
798 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
799 Commissioner Willard.
800
801 **Motion:** Adopt Resolution 2015-03, **Action:** Approve, **Moved by** Commissioner Stewart,
802 **Seconded by** Commissioner Draper.
803 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 5).

804 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
805 Commissioner Willard.

806
807 **SEE EXHIBIT I:** Copy of Resolution 2015-03 is attached hereto in reference thereto made a part
808 hereof.

809
810 **23. Authorization to Schedule Public Hearing to Consider Other Outdated or New**
811 **Lincoln County Ordinance**

812
813 No action taken.

814
815 **24. Consideration of Appointments and Removals from**
816 **Boards/Commissioners/Committees:**

817
818 a. Road Task Force Steering Committee

819
820 Ms. Taylor stated she received a recommendation to re-establish the Road Task Force
821 Committee created in 2006 to provide guidance to the Manager and Road Superintendent on
822 prioritization of road projects as well as to assist in identifying various funding sources to assist
823 with projects.

824
825 Commissioner Willard pointed out the minutes of the meeting to establish this Task Force
826 described the membership as consisting of one commissioner, two citizens, the County Manager
827 and the Road Superintendent.

828
829 Commissioner Stewart recalled as County Manager the outcome of the one Road Task Force
830 meeting held was a plan for future road repair based on an average number of miles of
831 CAP/COOP funding available. Commissioner Stewart suggested continuation of the past policy
832 to not pave roads which were not currently paved; review current road paving needs; and prioritize
833 resources for the near future. Mr. Stewart suggested this committee might not contribute to
834 routine maintenance but could assist with long range planning.

835
836 Commissioner Draper stated he would attend the SERPO meeting in late August to obtain more
837 information.

838
839 **Motion:** Table appointments to the Road Task Force Steering Committee, **Action:** Approve,
840 **Moved by** Commissioner Draper, **Seconded by** Commissioner Stewart.

841
842 **Vote:** Motion passed (**summary:** Yes = 3, No = 2, Abstain = 0).

843 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Draper.

844 **No:** Commissioner Allen, Commissioner Willard.

845
846 **25. Approval of Invitation to Bid 14-15-004 Carrizozo Senior Center**

847
848 Ms. Taylor detailed the nine bids received and opened on July 9, 2015 including base bids and a
849 breakdown of the additional costs of Alternates 1 and 2. Ms. Taylor stated Roper Construction
850 of Alto, New Mexico submitted the low bid as follows:

851
852

	Base Bid	Alternate 1	Alternate 2	Total Bid
853 Roper Construction	\$ 929,000.00	\$58,000.00	\$10,000.00	\$ 997,000.00

854

855
856
857 Ms. Taylor explained Alternate 1 was the additional cost of providing a three inch asphalt paving
858 and striping and Alternate 2 was the additional cost of upgraded parking lot lighting.
859

860 **Motion:** Award Bid 14-15-004 base bid plus Alternate 2 \$939,000 to Roper Construction, **Action:**
861 Approve, **Moved by** Commissioner Willard, **Seconded by** Commissioner Stewart.
862

863 Commissioner Stewart noted \$940,000 was currently budgeted along with a project contingency
864 of \$59,000.
865

866 Renee Montes, Senior Services Director stated the base bid included some paving for handicap
867 parking but not full paving as is defined by Alternate 1. Ms. Montes suggested the additional
868 lighting identified in Alternate 2 was beneficial but deferred any decision to the Board of
869 Commissioners.
870

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

872 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
873 Commissioner Willard.
874

875 **26. Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened**
876 **and/or Pending Litigation Section 10-15-1, Sub-Paragraph H.(7); and Discussion of**
877 **the purchase, acquisition or disposal of real property or water rights by the public**
878 **body, Section 10-15-1, Sub-Paragraph H.(8).**
879

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

884 **New or Updated Matters since last report = ***
885

886 1. *Cooper, Gale and DeBaca County News v. County of Lincoln, Sheriff of Lincoln County,*
887 *et al.* D-1329-CV-2007-01364. Suit filed: October 15, 2007. Verified Complaint for Declaratory
888 Judgment Ordering Production of Certain Records and Information. Hearing took place Dec. 18,
889 2013, and Stipulated Judgment was entered June 4, 2014 in favor of Ms. Cooper. Ms. Cooper
890 filed an appeal June 10, 2014, and Judge John F. Davis was assigned Aug. 3, 2014.

891 2. *Greentree Solid Waste Authority v. Lincoln County D-1226-CV-2014-00095.* Suit filed May
892 1, 2014 Verified Petition for Declaratory and Supplemental Relief: Injunction. County was served
893 May 14, 2014. Mr. Paul Melendres has been retained by the County. Hearing on All Pending
894 Motions took place Nov. 20 before Judge Ritter, who found Mr. Beauvais had a conflict of interest
895 and was disqualified from representing GSWA. GSWA has retained Robert Doughty as new
896 counsel Dec. 13, 2014. GSWA filed its Withdrawal of Plaintiff's Original and First Amended
897 Verified Emergency Motion Seeking Further Relief on Plaintiff's Request for Preliminary Injunction
898 Concerning Rate at which County Will Bill May 7, 2015. Lincoln County filed its Motion to Continue
899 its Motion for Sanctions May 8, 2015 and the Order of Continuance was filed May 11, 2015.

900 3. *Greentree Solid Waste Authority v. Lincoln County, et. al. D-0101-CV-2013-00104.* Suit
901 filed January 9, 2013. Petition for Declaratory Judgment; Preliminary and Permanent Injunction.
902 Mr. Beauvais filed an appeal Feb. 27, 2014. Ruling on Reconsidering Stay denied by Judge
903 Singleton June 11, 2014. GSWA's Brief in Chief filed Sept. 9, 2014. Record Proper was filed Sept.
904 25, 2014. Alto Lakes Water and Sanitation District's and Lincoln County's Joint Response Brief

905 was filed with the Court of Appeals Oct. 24, 2014. GSWA filed it Reply Brief Dec. 1, 2014. The
906 case has been submitted to a panel of judges for decision and the County received Notice of
907 Submission from the Court of Appeals Jan. 2, 2015. Mr. Beauvais' Attorney Charging Lien was
908 filed April 29, 2015.

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

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

920 6. **Edward Rider/Brennon Moorhead v. The Board of County Commissioners, Brack Rains,*
921 *Matt Christian, Robert Shepperd D 1226 CV 2015-00103* Complaint for Damages and Summons
922 received June 15, 2015. Removed to Federal Court July 7, 2015.

923

924

Tort Claims Notices Received or Threatened

2015

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

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

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

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

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

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

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

947 **Chavez, Billy – Ordinance Violation: 2009-03 Regulating Refuse, Solid Waste and**
948 **Litter in the County.** March 10, 2015 certified letter mailed to Mr. Chavez giving him 30 days to
949 dispose of debris on his property at 142 White Cat Road, San Patricio (Section 26, Township-
950 10S, Range 16E, tract of land lying in the NE 4SE4). April 10, 2015 the property was inspected
951 and noted no progress had been made.

952 **Preston, DeAnna** – Lincoln County Sheriff's Deputy – Threatened Litigation on April 22,
953 2015 through Attorney J. Robert Beauvais against the County of Lincoln in reference to Dep.
954 Preston's Disciplinary Action Dispute.

955 **Michael Barela and Jude Renney v. Brack Rains, Lincoln County Sheriff's Deputy,**
956 **Lincoln County Sheriff Robert Shepperd, and the County of Lincoln** – Tort Claim Notice
957 received May 4, 2015 from Attorney Manuel Garcia/Hakanson Firm, alleging violation of
958 defendants' 4th Amendment rights.

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

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

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

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

971 ***Rider, Edward and Moorhead, Brennon** – Tort Claim Notice received July 13, 2015
972 from Attorney W. Chris Nedbalek alleging Lincoln County Sheriffs' Deputies Rains and Christian
973 destroyed personal property of claimants. See 2014 TCN alleging same.

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

977 ***Turner, Bill** – Tort Claim Notice received July 13, 2015 from Attorney W. Chris Nedbalek
978 alleging exposure to unsanitary conditions at Lincoln County Detention Center.

979
980 **2014**

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

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

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

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

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

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

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

999 **McGarry, Sean** – Tort Claim Notice received July 25, 2014 from Attorney S. Doug Jones
1000 Witt alleging wrongful arrest, false imprisonment, malicious prosecution, intentional or negligent
1001 infliction of emotional distress, abuse of process, wrongful termination and retaliatory discharge
1002 regarding discharge from the Capitan Police Department.

1003 **Ramos, Aaron** – Tort Claim Notice received August 7, 2014 alleging lack of Due Process
1004 for inmates at Lincoln County Detention Center.

1005 **Lambert, David and Bonnie** - Tort Claim Notice received Sept. 8, 2014 from Attorney W.

1006 Chris Nedbalek alleging damage to Lambert property due to Mr. Rodney Bunsen using his own
1007 equipment to alter a platted County right of way without the authorization or knowledge of the
1008 County.

1009 **Rider, Edward Allen and Moorhead, Brennon** – Tort Claim Notice received Oct. 20,
1010 2014 by Attorney W. Chris Nedbalek alleging Lincoln County Narcotics Enforcement Unit officers
1011 destroyed items in a home.

1012 **Caughron, Brittany and Anderson, Amie** – Tort Claim Notice received Oct. 24, 2014 by
1013 Attorney W. Chris Nedbalek alleging overcrowding of Lincoln County Detention Center as a
1014 violation of 8th Amendment Rights.

1015 **Ryen, Allen**- Tort Claim Notice received Oct. 27, 2014 by Attorney W. Chris Nedbalek
1016 alleging Mr. Ryen was exposed to unsanitary conditions at Lincoln County Detention Center.

1017 **Inmate Group** – Tort Claim Notice received Oct. 27, 2014 by Attorney W. Chris Nedbalek
1018 alleging overcrowding and unsanitary conditions at Lincoln County Detention Center.

1019 **McMurray, Cody** – Tort Claim Notice received Nov. 6, 2014 by Attorney W. Chris
1020 Nedbalek alleging lack of adequate medical care at Lincoln County Detention Center.

1021 **Caughron, Brittany and Anderson, Amie** – Tort Claim Notice received Nov. 14, 2014
1022 by attorney W. Chris Nedbalek alleging inadequate medical care and overcrowding at Lincoln
1023 County Detention Center.

1024 **Inmate Group** – Tort Claim Notice received Nov. 14, 2014 by attorney W. Chris Nedbalek
1025 alleging overcrowding and unsanitary conditions at Lincoln County Detention Center.

1026 **Long, Cameron** – Tort Claim Notice received Nov. 14, 2014 by attorney W. Chris
1027 Nedbalek alleging mistreatment by an Officer with Adult Probation and Parole.

1028 **McClarnon, Brian** – Tort Claim Notice received Nov. 14, 2014 by attorney W. Chris
1029 Nedbalek alleging violations of U.S. Constitutional Amendment rights.

1030 **Diana Martwick, 12th Judicial District Attorney** – Tort Claim Notice received Nov. 25,
1031 2014 alleging lack of adequate office space provided by the County of Lincoln.

1032 **Inmate Group** – Tort Claim Notice received Dec. Dec. 22, 2014 by attorney W. Chris
1033 Nedbalek alleging inmates were mistreated at Lincoln County Detention Center.

1034
1035 **2013**

1036 **Allen, Katherine Elizabeth**- Notice of Tort Claim received Sept. 12, 2013 from Katherine
1037 Allen against Lincoln County Detention Center for alleged injuries sustained during transport.

1038 **Harrisburg Documents**- Attempts to recover Lincoln County documents illegally taken
1039 from the county. County Clerk Rhonda Burrows has been in contact with Harrisburg, PA in
1040 recovery efforts.

1041
1042 **Action:** Approve, **Moved by** Chair Stone, **Seconded by** Commissioner Draper.

1043 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

1044 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
1045 Commissioner Willard.

1046
1047 Chair Stone recessed the Regular Meeting and convened the Closed Session at 2:41:31 PM.

1048
1049 Chair Stone adjourned the Closed Session and reconvened the Regular Meeting at 3:23:54 PM.

1050
1051 Commissioner Willard attested that matters discussed in the closed meeting were limited to those
1052 specified in the motion for closure or in the notice of separate closed meeting.

1053
1054 **27. Signing of Official Documents**

1055
1056 **28. Next meetings:**

1057
1058
1059
1060
1061
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1064
1065
1066
1067

August 18, 2015 - Regular Commission Meeting

29. Adjourn

There being no further business to come before the Board of County Commissioners, Chair Stone adjourned the meeting at 3:24:00 PM.

Respectfully submitted by,
Rhonda B. Burrows
Lincoln County Clerk

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 **Monday, July 27, 2015**

11
12 Minutes of the Special Meeting of the Lincoln County Commission held at 3:00 PM on July 27,
13 2015 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 Regular Meeting of the Board of County Commissioners to order at
19 3:02:55 PM.

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
31 **3. Invocation**

32
33 The invocation was presented by Chair Stone.

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 Stewart, **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.

48 **6. Amend Resolution 2015-3 by Resolution 2015-6**

49
50 **Motion:** Motion to reconsider adoption of Resolution 2015-3 and more specifically Disaster
51 Relief Fund 681 and LCMC Fund 502, **Action:** Approve, **Moved by** Commissioner Draper,
52 **Seconded by** Commissioner Allen.

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

54 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
55 Commissioner Willard.

56
57 a. Correction of the beginning cash balance of Fund 681 Disaster Relief

58
59 Nita Taylor, County Manager reported during the final budget verification process an error was
60 discovered in the beginning cash balance for Disaster Relief Fund Number 681. Ms. Taylor
61 provided a detailed accounting for the fund carryover balance, anticipated revenues, and the
62 proposed transfer of \$532,036 to the General Fund. Ms. Taylor stated, if approved, the
63 transfer of funds from the Disaster Relief Fund to the General Fund would leave sufficient funds
64 to meet budgeted expenses. Ms. Taylor stated additionally the transfer of funds back to the
65 General Fund would positively impact the County's ratio of Required Reserves reducing the
66 necessary transfers from 10% to 8% for the fiscal year.

67
68 **Motion:** Approve the adjustment of the beginning balance of Disaster Relief Fund 681, **Action:**
69 Approve, **Moved by** Commissioner Stewart, **Seconded by** Commissioner Draper.

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

71 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Allen, Commissioner Draper,
72 Commissioner Willard.

73
74 b. Reconsideration of the motion on Fund 502 Lincoln County Medical Center-
75 Operating Cost

76
77 Ms. Taylor provided an analysis of LCMC's annual request and an analysis of funds available
78 including other fund obligations. Ms. Taylor presented a comparison of this year's request to
79 budget requests for the prior two years. Ms. Taylor noted in Fiscal Year 2013-2014 LCMC
80 requested no funding for operational costs, in Fiscal Year 2014-2015 LCMC requested
81 \$1,250,000 for operational costs, and for Fiscal Year 2015-2015 LCMC's request was for
82 \$1,775,000 for operational costs. Ms. Taylor stated Al Santos, LCMC Administrator had
83 requested the increase of \$525,000 over last year's request for operational funding as a
84 supplemental request for "Hospital based clinics" such as Family Medicine, Internal Medicine,
85 General Surgery, OB/GYN services, and other hospital based services.

86
87 Ms. Taylor stated the County's approval of LCMC's full request when combined with other mill
88 levy commitments would reflect a negative balance of \$882,846 of mill levy funding. Ms. Taylor
89 noted the previously approved transfer of the Medicaid payment expenditure to the Indigent
90 Health Care Fund provided an additional \$325,720 in available mill levy funds and suggested
91 the maximum mill levy funding remaining for operational costs was \$1,217,874 of the
92 \$1,775,000 requested. Ms. Taylor stated any award of funds over the \$1,217,874 would result
93 in a total exhaustion of the annual mill levy revenues. Ms. Taylor stated the other revenues
94 sources identified by LCMC as potential funding sources included revenues in reserve, Indigent
95 Health Care Funds, or the annual lease payment of \$1,100,000. Ms. Taylor reminded of prior
96 discussion to pledge the lease payment for funding the renovation of LCMC.
97

98 Ms. Taylor provided additional analysis of LCMC's funding requests over the last few years and
99 information regarding supplemental funding to hospitals by other counties.

100
101 Commissioner Stewart stated there was sufficient funding in the overall budget to accommodate
102 LCMC's request. Commissioner Stewart suggested the reported contractual discounts and
103 allowances of \$41 million per year supported LCMC's request for operational funding.
104 Commissioner Stewart noted while there were reserves budgeted from mill levy funds for clinic
105 operations those funds were unavailable for hospital operations. Commissioner Stewart stated
106 the question of utilization of the lease payment for operational expenses was complicated by a
107 Supreme Court ruling prohibiting the use of mill levy receipts for construction. Commissioner
108 Stewart estimated the ending cash balance of the mill levy fund for the next year as \$3,238,501
109 after the proposed payment of \$1,775,000 for operational subsidy. Commissioner Stewart
110 stated in light of the Supreme Court's decision, the question became whether to pay the hospital
111 more than the annual amount approved by the voters or to honor the contractual obligation of
112 the lease payment for the exclusive use of the hospital.

113
114 Commissioner Stewart requested the Board of Commissioners determine what options were
115 available to utilize mill levy funds in the future and to consider whether to spend lease payments
116 for operational subsidies or construction projects

117
118 Commissioner Draper reminded of the prior discussion about obligating the lease payment for
119 payment of the renovation debt. Commissioner Draper objected to a redefinition of services to
120 accommodate the reallocation of funds. Commissioner Draper discussed the "philosophical
121 attitude" the budget contained funding specifically dedicated to the hospital and the clinics but
122 reminded it was the duty of the Commissioners to maintain oversight of those funds on behalf of
123 the tax payers.

124
125 Commissioner Allen questioned the difference between LCMC's request and available funding.
126 Ms. Taylor stated the final difference after transferring the Medicaid payment obligation to the
127 Indigent Health Care fund was \$557,126.

128
129 **Motion:** Approve the Manager's recommendation for total LCMC funding not to exceed
130 \$1,799,874, **Action:** Approve, **Moved by** Commissioner Draper, **Seconded by** Chair Stone.

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

132 **Yes:** Chair Stone, Commissioner Draper

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

134
135 **Motion:** Reaffirm the prior approval of the FY 2015-2015 Final Budget, **Action:** Approve,
136 **Moved by** Commissioner Stewart, **Seconded by** Commissioner Allen.

137
138 Ms. Taylor suggested the Board of County Commissioners direction to reduce overall County
139 deficit spending seemed counter to the full funding of the hospital's request. The Manager
140 reiterated LCMC's request was 42% higher than last year's request and was in excess of the
141 annual tax payer approved funding.

142
143 Commissioner Allen questioned why LCMC did not historically fully utilize the annual mill levy
144 revenues. Ms. Taylor discussed the prior utilization of mill levy funds for Sole Community
145 Provider obligations and for Capital Outlay expenses. Ms. Taylor stated traditionally carryover
146 funding was reserved for major construction projects such as the Professional Office Building.

148 Beverly Calaway, Treasurer informed LCMC's monthly lease payments to the County were
149 several months delinquent in the last fiscal year and were inconsistently received by the County
150 Treasurer's office.

151
152 Mr. Santos suggested while LCMC's request for funding may exceed those of hospitals in other
153 counties, LCMC also provided more services. Mr. Santos stated a willingness to reduce the
154 operational request by \$300,000 but commented on the possibility of reduced services.

155
156 Chair Stone discussed the Commissioner's direction to County departments to reduce
157 expenditures and suggested to approve LCMC's 42% increased budget request was counter to
158 this direction.

159
160 After further discussion, Mr. Santos agreed to a reduction in LCMC's total budget request from
161 \$2.8 million to \$2.5 million.

162
163 Ms. Taylor requested clarification if the proposed reduction was a reduced request for
164 operational funds or for capital outlay.

165
166 Mr. Santos stated the reduction was for the requested operational expenses.

167
168 Commissioner Stewart withdrew his previous motion, Commissioner Allen withdrew her second.

169
170 **Motion:** Approve the FY 2015-2016 Final Budget as previously approved including the transfer
171 of \$325,720 for the Medicaid payment to the Indigent Health Care fund but with a reduction of
172 the budgeted \$1,777,500 for operational expenses for LCMC to \$1,477,500; and Adopt
173 Resolution 2015-6, **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by**
174 Commissioner Allen

175
176 **SEE EXHIBIT A:** Copy of Resolution 2015-6 is attached hereto in reference thereto made a
177 part hereof.

178
179 Commissioner Willard requested the Manager's opinion on the motion.

180
181 Ms. Taylor expressed belief the reduction was inadequate to address the over spending of
182 \$557,000 of the annual voter approved funding. Ms. Taylor suggested the need for diligence in
183 protecting the funding reserves.

184
185 Commissioner Allen questioned why the Manager wished to protect the reserved funding.

186
187 Ms. Taylor reminded reserves were held for future capital outlay requests such as LCMC's
188 request this year for new ambulances.

189
190 Chair Stone requested assurance should the Board of Commissioners approve \$147,500 for
191 operational expenses LCMC would not present a mid-year budget request for additional
192 funding.

193
194 Mr. Santos confirmed Chair Stone was correct.

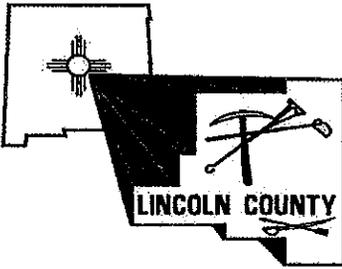
195
196 **Vote:** Motion passed (**summary:** Yes = 3, No = 2, Abstain = 0).

197 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Willard.

198 **No:** Chair Stone, Commissioner Draper.

- 199
200 **7. Signing of Official Documents**
201
202 **8. Next meetings:**
203
204 a. August 18, 2015 - Regular Commission Meeting
205
206 **9. Adjourn**
207
208 There being no further business to come before the Board of County Commissioners, Chair
209 Stone adjourned the meeting at 4:03:02 PM.
210
211 Respectfully submitted by,
212 Rhonda B. Burrows
213 Lincoln County Clerk

DRAFT



County of Lincoln

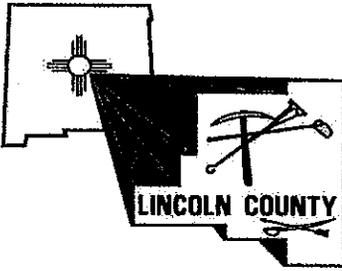
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Agenda Item 7

SUBJECT

1. Approval of Consent Agenda
 - a. Payroll/Accounts Payable/Budget/ Expenditures
 - b. Treasurer's Financial Report for the Month ending July 31, 2015
 - c. Corrected Financial Report for Month ending in June 30, 2015
 - d. Annual Renewal MOU between the Village of Ruidoso & County of Lincoln as the Administrative Authority for Lincoln County Sheriff's Office for DWI Enforcement Activities and Reimbursement of Costs



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ACCOUNTS PAYABLE and PAYROLL

The following claims or bills on file with the office of the Lincoln County Manager were examined and approved as paid with checks hereof drawn upon the various County funds according to the check register covering the period from July 1 through July 31, 2015 in the amount of \$ 1,473,095.78.

NOW, THEREFORE, the above bills are hereby approved.

ADOPTED, PASSED AND SIGNED the 18th day of August, 2015.

BOARD OF COMMISSIONERS LINCOLN COUNTY, NEW MEXICO

Preston Stone, Chairman

Dallas Draper, Vice-Chair

Elaine Allen, Member

Thomas Stewart, Member

Lynn Willard, Member

ATTEST: _____
Rhonda B Burrows, County Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF RUIDOSO AND THE COUNTY OF LINCOLN
AS THE ADMINISTRATIVE AUTHORITY FOR LINCOLN
COUNTY SHERIFFS OFFICE FOR DWI 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 Sheriffs Office ("LCSO").

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

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

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

THEREFORE, the parties enter into this MOU for the term of July 1, 2015 through May 31, 2016 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 agreement 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 it 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 Program Coordinator.
3. This overtime cost reimbursement will be paid in an amount not to exceed five thousand dollars (\$5,000.00) for the period of time between July 1, 2015 and May 31, 2016.

4. The LCSO shall submit monthly claims for payment to the Village DWI Coordinator in the form of a letter containing the following information.
 - a. The enforcement activity completed.
 - b. The names of the 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.
5. The LCSO shall provide all equipment required by its officers to perform these activities.
6. This MOU may be terminated with or without cause upon two 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 address indicated below. The Village shall reimburse LC SO for work accruing before the effective date of termination.
7. All notices under this Agreement shall be sufficient if sent by United States First Class Mail, or by certified mail if required, postage prepaid to:

Lincoln County Sheriff's Department:
Robert Shepperd
PO BOX 278
Carrizozo, NM 88301

Village:
Debi Lee, Village Manager
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, New Mexico 88345
8. LC shall save and hold harmless, indemnify and defend the Village, its elected officials, employees, and agent in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the performance of the LCSO under this MOU.
9. By entering into this Agreement, 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 provided by the New Mexico Tort

Claims Act. No provision in this Agreement shall be construed or interpreted to modify or waive any provision of the New Mexico Tort Claims Act, supra.

10. This Agreement incorporates all the 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 Agreement. No prior agreement, covenant of understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

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

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

13. The parties agree that this agreement 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 agreement 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 _____

Date: _____

Tom Battin, Mayor
Village of Ruidoso

ATTEST:

BY: _____

Date: _____

Irma Devine, Clerk
Village of Ruidoso

BY: _____

Date: _____

William Hanson
Lincoln County DWI Coordinator

BY: _____

Date: _____

County Commission Chairperson
Lincoln County, New Mexico

ATTEST:

BY: _____

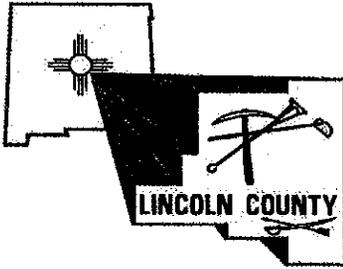
Date: _____

Rhonda Burrows
Lincoln County Clerk

BY: _____

Date: _____

Robert Shepperd
Lincoln County Sheriff



County of Lincoln

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AGENDA ITEM NO. 8

August 7, 2015

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Board of Finance

Purpose: To recess the Board of County Commissioners and convene as the Board of Finance.

Discussion:

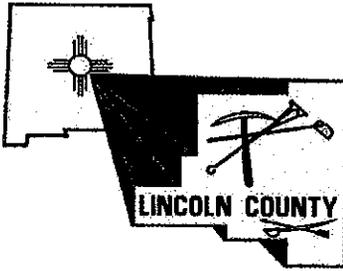
With regard to investment decision-making, the county treasurer determines how to deposit and invest county funds. That decision must then be approved by the board of county commissioners, sitting as the county board of finance. The board of finance has no power to modify the county treasurer's decision without the treasurer's concurrence. On the other hand, the county treasurer cannot impose a unilateral decision upon the board of finance.

State statute 6-10-8 reads as follows: "The board of county commissioners in each county in the state shall, ex officio and without additional compensation, constitute a county board of finance and as such shall, subject to the limitations of this act, have supervision over the determination of the qualifications and selection of banks, savings and loan associations and credit unions, whose deposits are insured by an agency of the United States, to receive the public money of their respective counties and of independent rural school districts, rural school districts and municipal school districts of municipalities having less than twenty-five thousand population according to the next preceding United States census and of any special or other districts in their respective counties for which the respective county treasurers of such counties as a ex-officio tax collectors. The county clerk in each county shall, ex officio and without additional compensation, act as clerk of such county board of finance. Every county board of finance shall hold meetings whenever necessary for the discharge of its duties, and the chairman shall convene such board whenever necessity therefore exists or when requested so to do by two of its members or at any time when the county treasurer shall advise the chairman that she has in her custody public money in

excess of the aggregated amount which depositories qualified by law are entitled to hold. A majority of the board shall constitute a quorum for the transaction of business.

The county treasurer of each county in the state shall have supervision of the deposit and safekeeping of the public money of her county and all the money which may at anytime come into or be in his possession as county treasurer and ex-officio tax collector for the use and benefit of the state or of any county, municipality or district or of any subdivision of any county or of any state or public institution and by and with the advice and consent of the respective boards of finance having jurisdiction over the respective funds shall designate banks, savings and loan associations and credit unions, whose deposits are insured by an agency of the United States, to receive on deposit all moneys entrusted in her care.”

Recommendation: Receive and approve the treasurer’s report.



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County of Lincoln

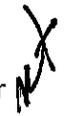
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AGENDA ITEM No. 9

August 8, 2015

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Lincoln County Cooperative Weed Management Program

Purpose:

1. Provision of Status of Program in the County by Lincoln County Cooperative Weed Management Coordinator
2. Consideration of Entering Into 5-Year Memorandum of Understanding with LCCWMA

Discussion:

1. At its July 21, 2015 Final Budget Hearing for FY15-16, the Commission approved \$50,000 for the Lincoln County Cooperative Weed Management Area (LCCWMA), under the direction of the Upper Hondo Soil and Water Conservation District, to continue the provision of services consisting of the application of suppressive materials to areas of invasive species within the boundaries of Lincoln County. See **Enclosure 1** for Contract for Services Between the County of Lincoln and the Lincoln County Cooperative Weed Management Area. Concern voiced by Commissioners and county residents regarding the high level of noxious weeds in the County will be addressed by LCCWMA Coordinator Stephanie Bason in her status report to the County. See **Enclosure 2** for photographs.

2. The County of Lincoln is one of 27 agencies participating in a Memorandum of Understanding with LCCWMA, which is up for renewal. See **Enclosure 3**. As stated, the purpose of the MOU is to:

Coordinate the management of noxious plants on public and private lands in Lincoln County and coordinate, encourage and formalize the cooperative relationship necessary for the effective management of noxious plants including implementation of action plans to prevent, control, and contain noxious plants through an integrated management system.

Recommendation: Consider information provided and provide direction. Approve partnership in the MOU and assign Manager to be County Representative

**CONTRACT FOR SERVICES BETWEEN
THE COUNTY OF LINCOLN
AND
THE LINCOLN COUNTY COOPERATIVE WEED MANAGEMENT AREA**

THIS CONTRACT FOR SERVICES is entered into by and between the County of Lincoln, New Mexico, hereinafter sometimes referred to as the "COUNTY," and the "Lincoln County Cooperative Weed Management Area" or LCCWMA.

WITNESSETH:

WHEREAS, the Board of County Commissioners of Lincoln County has determined that the Lincoln County Cooperative Weed Management Area performs worthwhile and necessary services for the citizens of Lincoln County in the suppression of invasive plant species; and

WHEREAS, the Lincoln County Cooperative Weed Management Area under the direction of the Upper Soil and Water Conservation District has agreed to provide suppressive services of invasive and noxious plant species within the boundaries of Lincoln County; and

WHEREAS, it is in the interest of both parties that the County of Lincoln assist in providing these suppressive services from the program.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to contract for services from Lincoln County Cooperative Weed Management Area (LCCWMA), consisting of the hiring of personnel and application of suppressive materials to areas of invasive species within the boundaries of Lincoln County.

2. **Consideration.** In consideration for the services to be provided hereunder, COUNTY agrees to provide a total of \$50,000 paid in periodic increments based upon written reports and receipts.

3. **Stipulations.** The Lincoln County Cooperative Weed Management Area agrees that it will be responsible for all facets of these applications and shall be responsible for providing a periodic report of services provided.

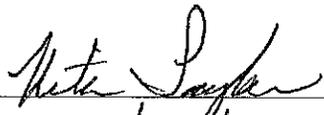
4. **Release.** The Lincoln County Cooperative Weed Management Area hereby releases, waives and discharges the County of Lincoln from all liability, for any and all losses of damages, and any claims of damages resulting therefrom, on account of personal injury or property damages resulting while providing these treatment services and expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of New Mexico, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

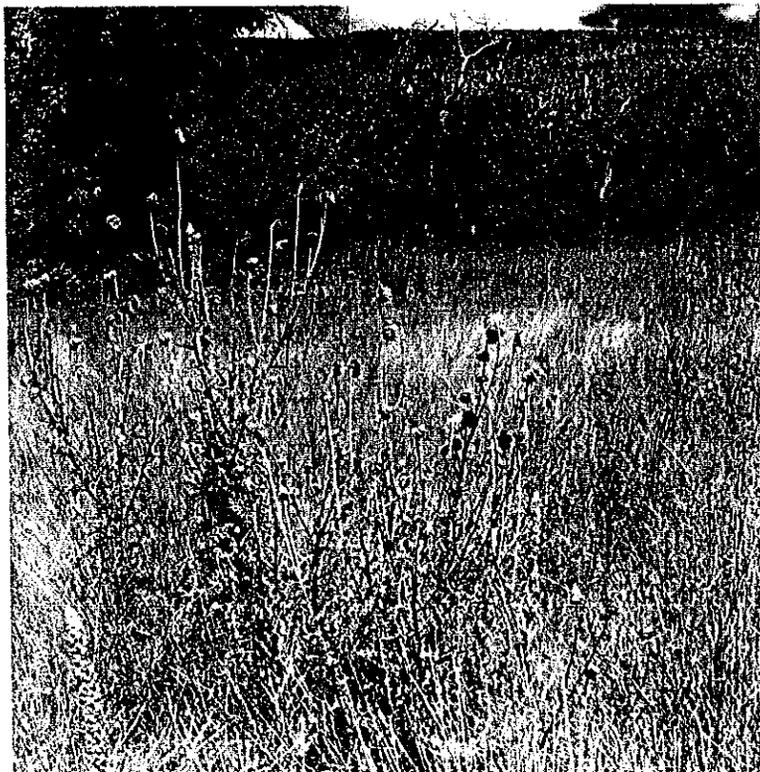
5. **Term.** The term of this Contract for Services shall be for the 2015-2016 state fiscal year, unless otherwise mutually agreed to, in writing, by both parties.

6. **Modification of Agreement.** Any changes to this Contract for Services shall be in writing and agreed to and signed by both parties.

County Manager
Nita Taylor

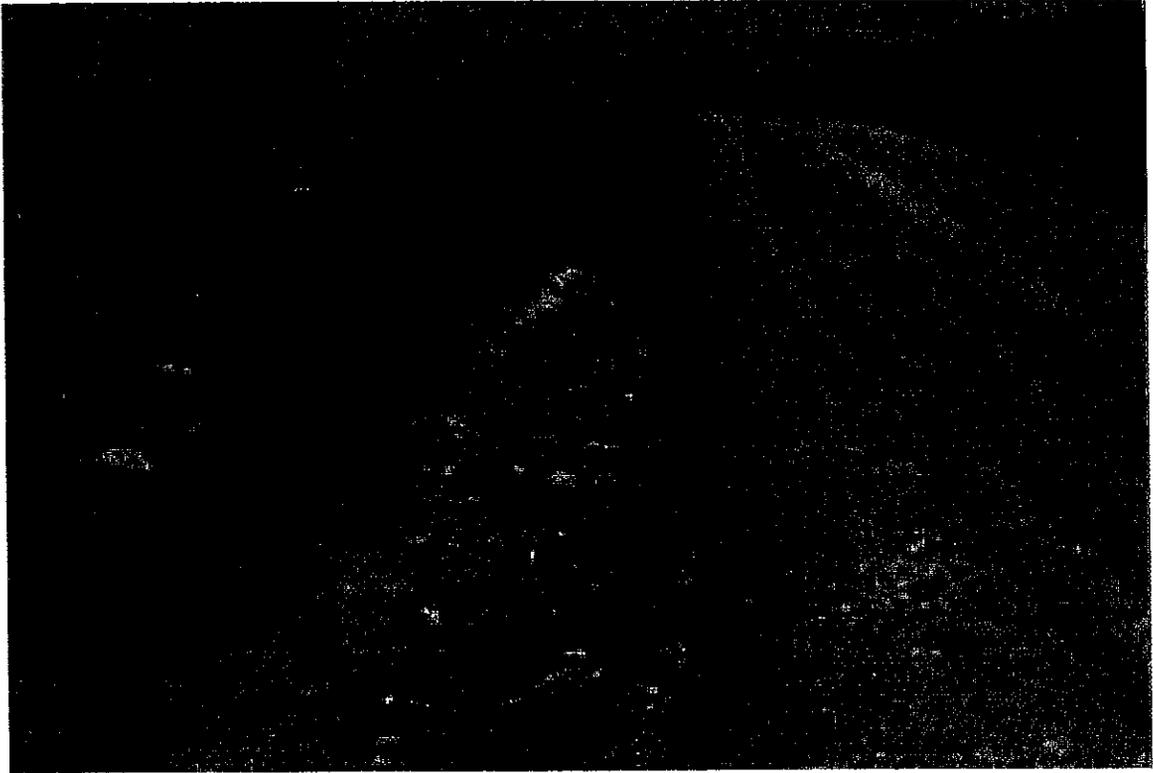
LCCWMA

By:  By: _____
Date: 7/22/15 Date: _____



Sahazar Canyon
8/11/2015
(hat on a bush)

ENCL 2



7/14/2015





Lincoln County Cooperative Weed Management Area
Upper Hondo Soil & Water Conservation District (Fiscal Agent)
P. O. Box 900 ~ 516 Smokey Bear Blvd. ~ Capitan, NM 88316
PH: (575) 354-2220 FAX: (575) 354-2515
Email: lccwma@windstream.net

RECEIVED

JUL 29 2015

July 27, 2014

Dear Partner:

ADMINISTRATION
LINCOLN COUNTY NM

It is time to review and sign our Memorandums of Understanding for the Lincoln County Cooperative Weed Management Area (LCCWMA). We have been fortunate to have support from Upper Hondo Soil and Water Conservation District by providing salary for a Coordinator, and Lincoln County, which has provided varying levels of financial support for Noxious Weed treatments within the county since 2003.

Some examples of the areas treated with County funds are as follows: Ruidoso Parks and Recreation and High School, the Hondo Senior Citizens facility, the Lincoln County Fairgrounds, Ruidoso Frisbee Park, Links Walkway, Grindstone Lake, Alto Lake, Wing field Park, Baseball field, Paradise, and Gavilan Canyon. Grindstone, Carrizo, Wolf Springs, Ruth, Aerie, Eagle Crest, Juniper Springs, Buckboard, Conestoga, Loma Grande, Nogal Canyon Capitan Gap, Oscura, Ranger, Cora Dutton, Road Runner, Antelope, Elk, Ranchman Camp, Indian Divide, Vera Cruz, Helm Ranch Roads and portions of all other county roads within the county.

County treatments for FY15: 3320.3 miles of county roads
131.125 acres spot treatments
8340.25 acres covered

Additional assistance to landowners includes:

- 200 gallons of vinegar for thistle/weed control
- Herbicide sales program
- Herbicide Cost Share program for Noxious species
- Technical assistance

We have been successful in matching Lincoln County funds to bring approximately \$1,794,000.00 of additional funding to the county. We have treated approximately 1,024 acres of a 32 mile stretch of Non-Native Phreatophytes (all designated noxious in NM) on the Rio Bonito and Hondo watershed. Within the last 5 years we have administered approximately \$2,134,000.00 worth of on-the-ground treatments of noxious species.

Continual efforts are made to educate the public on the hazards of noxious and invasive plant species by many avenues. We periodically submit articles to the newspaper, attend county functions, make presentations, host trainings and our website is located at <http://upperhondoswdc.org/>. Literature is always made available including brochures, the Troublesome Weeds of New Mexico handbook published by NMSU.

We hope you will review the enclosed MOU and partner with us to coordinate treatments of noxious weed populations within the Lincoln County Area. Our meetings will be held the 2nd Tuesday of every month unless otherwise specified, we hope a representative can attend at least periodically.

Many thanks,

Stephanie A. Bason
Coordinator

ENCL 3

MEMORANDUM OF UNDERSTANDING
BY: Lincoln County Weed Management Area

BETWEEN:

County of Lincoln
Upper Hondo Soil & Water Conservation Dist.
Carrizozo Soil & Water Conservation District
Claunch-Pinto Soil & Water Conservation Dist.
NM Department of Transportation
NM State Land Office-Roswell
NM State Forestry-Capitan
NM Department of Game and Fish
NM Environment Department
NM Department of Agriculture
South Central Mountain RC&D Council
Village of Capitan
Town of Carrizozo
Village of Corona

Village of Ruidoso
Village of Ruidoso Downs
City of Alamogordo
USDA Forest Service-Smokey Bear District
USDA Natural Resources Conservation Service
Bureau of Land Management-Roswell
Mescalero Tribal Council
Bureau of Indian Affairs
Chaves County CWMA
NMSU Lincoln County Extension
DHSEM-Lincoln County
Union Pacific Railroad
US Fish and Wildlife Service

AUTHORITY:

Federal Noxious Weed Act of 1974 (P.L. 93-629) (7 U.S.C. 2801 et seq.) as amended by the Food, Agriculture, Conservation and Trade Act of 1990, Section 1453 ("Section 15, Management of Undesirable Plants of Federal Lands"), Executive Order 13112 of February 3, 1999 Invasive Species.

New Mexico Noxious Weed Act of 1963 (76-7B-1 to 76-7B-7) NMSA 1978, "Harmful Plant Act" 76-7A-II: "Noxious Weed Act" 76-7-1 through 76-7-22, 1978; "Harmful Weed Act" 76-7-12 through 76-7-30, "Noxious Weed Management Act" 76-7D-1 to 76-7D-6, 1998, New Mexico Statutes Annotated (NMSA) 1978 compilation. NM Rangeland Protection Act (76-7B-1 to 76-7D-6 NMSA 1978), and the Noxious Weed Executive Order of June 8, 2000.

PURPOSE:

The purpose of this Memorandum of Understanding is to coordinate the management of noxious plants on public and private lands in Lincoln County, New Mexico; to coordinate, encourage and formalize the cooperative relationship necessary for the effective management of noxious plants including implementation of action plans to prevent, control, and contain noxious plants through an integrated management system. The program intent is to manage, prevent, and eradicate whenever possible plants designated as noxious by the State of New Mexico, County Commissioners or the consensus of the undersigned.

Additional Agency agreements may be developed to outline activities by and between individual work units as needed for specific tasks. Such agreements will provide for the use of facilities, personnel, reimbursement for personnel expenses, cooperative and regulations pertaining to the respective agencies. Upper Hondo Soil and Water Conservation District has agreed to act as fiscal agent for Lincoln County Cooperative Weed Management Area (LCCWMA).

THE UNDERSIGNED PARTIES MUTUALLY AGREE TO:

1. Participate in the voluntary noxious plant control interagency working group created by this agreement (Lincoln County Cooperative Weed Management Area- hereinafter called LCCWMA). The LCCWMA will consist of one representative from the signing agencies as designated by that agency. The LCCWMA agrees to meet at least once a month – January through October. Once a year the work agreement will be reviewed, and if necessary changes will be made to the memorandum.

2. Assist the LCCWMA to foster coordination, cooperation and implementation on:
 - Goals and Objectives
 - Education and Training
 - Action Plans and Implementation
 - Inventory, Mapping and Monitoring
 - Program Assessments
 - Applying Eradication and/or Control Treatments
3. Be responsive to the Memorandum of Understanding signatory's request for involvement and information for Integrated Pest Management activities on lands within Lincoln County, New Mexico.
4. Provide opportunities and expertise for the management of noxious plants as determined to be appropriate by the signatory.
5. Utilize assistance and expertise for the management of noxious plants as determines to be appropriate by the signatory.
6. Conflicts arising from preparation or administration of a noxious plant management plan prepared under the scope of this agreement will be resolved by the LCCWMA, under the direct supervision of Upper Hondo Soil and Water Conservation District.

INDEMNIFICATION

The United States Federal Government, acting as a Participant, does not have the authority to indemnify and hold harmless the participating agencies of the State of New Mexico from any and all claims, liabilities, losses, damages, charges, etc. The participating agencies of the State of New Mexico does not have the authority to indemnify and hold harmless the United States Government from any and all claims, liabilities, losses, damages, charges, etc. The participating agencies of the State of New Mexico will be responsible for errors, omission and negligence of its employees to the extent provided under the New Mexico Tort Claims Act, NMSA 1978 §§41-4-01, et seq. Furthermore, the participating agencies of the State of New Mexico do not hereby waive sovereign immunity or any defense or limitations of liability provided under the New Mexico Tort Claims Act. The United States Federal Government will be responsible for errors, omission and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1246(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat.306]

ADMINISTRATION

1. This Memorandum of Understanding will become effective as soon as it is signed by all parties and shall continue in force for period of (5) years, at which time it will require and extension or renewal. Any signatory may withdraw from this agreement at any time by providing 90 days written notice to all other signatories.
2. Any signatories may propose changes to the Memorandum of Understanding. Such changes will be in the form of an amendment and may be negotiated at any time following at least 30 days notice to the other signatories. Changes will become effective upon signature of all parties.
3. Nothing in this Memorandum of Understanding will be construed as affecting the authority of the signatories, or as binding beyond their respective authority, or to require any of the signatories to obligate or expend funds.
4. During the performance of the Memorandum of Understanding the signatories agree to abide by the terms of the Executive Order 11246 regarding non-discrimination. The program or activities conducted under this agreement will be in compliance with the non-discrimination provision contained in the Titles VI and VII of the

Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259 and other non-discrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulation of the Secretary of Agriculture (7 CFR-15, Subparts A and B) which provides that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital, status or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance from the Department of Agriculture or any agency thereof.

5. No member or delegate to congress, or resident commissioner, shall be admitted to any share of this Memorandum of Understanding, or to any benefit this Memorandum of Understanding if made with a corporation for its general benefit.

6. Conflicts arising from preparation or administration of a Noxious Plant Management Plan prepared under the scope of this agreement will be resolved by the LCCWMA. Conflicts with holders of an agency (New Mexico Land Office U. S. Forest Service, or Bureau of Land Management) permittee/lessee will be resolved between that agency and the individual permittee/lessee.

-SIGNATURES-

Partnering Organization

Address

City, State, Zip

Email address

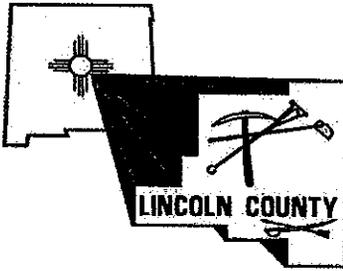
Phone and Fax Numbers

Representative Printed Name and Signature

Date

LCCWMA Representative

Date



County of Lincoln

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

www.lincolncountynm.gov

AGENDA Item No. 10

August 12, 2015

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Forest, Land and Natural Resources Matters

Smokey Bear Ranger District:

- **Ranger Dave Warnack** - Smokey Bear District, will be in attendance to update the Commission on key activities. See **Enclosure 1** for summary of activities.
- **Seven Cabins Spring - Meeting with Smokey Bear Ranger District.** At its June and July Commission Meetings, the Commission was made aware of, and discussed the potential fencing off of Seven Cabins Spring by the Smokey Bear Ranger District. Ranger Dave Warnack, Wildlife Biologist Larry Cordova and Range Conservationist George Dowds, agreed to meet at the site with County representatives and interested landowners to discuss the existing proposal and potential modifications. In total, seventeen individuals attended: twelve ranchers including Commissioner Stone, Manager and EOC Director. The initial plan of the USFS was to “fence spring source and associated wetlands to restore habitat and water source”. After significant discussion, Ranger Dave Warnack agreed to abandon the initial plan, start the process to change the scope of work for the already-approved project and begin the implementation of an alternative corrective action. This alternative plan would be a two-year project of placing pipe-lines and water storage to capture the entire water production of the spring. Through this option, the excess water that caused the marsh area will be placed in use rather than running un-used on the terrain. Ranger Warnack was very receptive to this interactive process for decision-making leading to implementation, but advised that at some point and in certain circumstances, the fencing off of an area may be the proper solution. He requested that at that time, the Commission, ranchers and landowners would work with the USFS to implement the proper solution. See **Enclosure 2** for photographs. This project is funded by the New Mexico Game & Fish’ “Habitat Stamp Program” that has a \$742,300 budget for 2016; \$153,536 is the Southeast Allocation, which covers Carlsbad BLM, Roswell BLM and Lincoln National Forest .

Cibola National Forest – Invitation to Participate as a Cooperating Agency. At its July 21st meeting the Commission unanimously voted to enter into a Memorandum of Understanding with the U. S. Forest Service (“USFS”), Cibola National Forest and National Grasslands to enable the County to participate as a Cooperating Agency. See **Enclosure 3** for copy of MOU. Not only does this status give the County a seat at the table and a voice in the development of the Cibola Forest Plan Revision, but it also assigns a level of participation, as listed in Section IV, Paragraphs A – H of the MOU. Item H gives the County the option of designating a Cooperator representative to serve on the extended interdisciplinary team.

County Manager’s Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

The process established to revise the Cibola Forest Plan is to set up four different “Landscape Teams” organized around the four mountain landscapes associated with the Cibola. See **Enclosure 4** for the definition and geographic parameters of a “Landscape Team”. Lincoln County belongs to the Mountainair Landscape Team. See draft Vision Statement at **Enclosure 5**. Current “to-dos” include reviewing and providing comments on the draft “Desired Conditions” and draft “Wilderness Inventory” documents. Both are available for your review, and can be found at http://www.fs.usda.gov/detail/cibola/landmanagement/planning/?cid=FSBDEV3_065627. Chairman Stone and Manager Taylor attended the Mountainair Landscape Team Meeting in Corona on July 28th.

Forest Health. Manager Taylor attended the Speakers Series sponsored by the Little Bear Forest Reform Coalition. Debi Lee, Village of Ruidoso Manager, presented an overview regarding the Grindstone Dam Liner Project. See **Enclosure 6** for excerpts from presentation. Justin King of King Industries discussed the status of the City of Alamogordo’s work on Bonito Lake. (See **Enclosure 6A**). Rick Merrick with South Central Mountain RC&D may be in attendance to update the Commissioner on other forest health activities. Laura Doth, Executive Director of SCMRCD has completed and submitted the State Fire Assistance Grant Application for the 2015 Lincoln County WUI. This grant application for \$300,000 will support fuel reduction activities within the high risk WUI communities of Alto, Loma Grande, Nogal, Ranches of Sonterra, White Oaks and Cedar Creek.

Water Issues.

Office of the State Engineer: There is one new posting on the State Engineer’s website this month to change the location of a well within the Tularosa Underground Water Basin in Lincoln County by discontinuing the use of well T-511, located on land owned by the applicants, and drilling a new well on land owned by the applicants. This would continue the diversion of 15.0 acre-feet per annum of shallow underground water for irrigation and domestic purposes on 4.0 acres of land. Location is south of Nogal, approximately .37 miles south of the intersection of State Highway 37 and Nogal Canyon Road. Emergency authorization has been requested. See **Enclosure 7**.

USGS Studies of Water Quality in the Upper Rio Hondo Basin: At its July 21st meeting, the Commission heard a presentation from USGS summarizing its 2014 and 2015 final reports on their multi-year studies in the Upper Rio Hondo Basin in Lincoln County. The study provides facts, graphs and tables, but no opinions or conclusions. The Commission directed that a letter be attached to the studies pointing out the damage that has occurred over the years as a result of misuse (including transfer of water rights) and subsequently provided to the Office of the State Engineer and to New Mexico Institute of Mining and Technology. Manager has been in contact with County’s water expert and attorney, Mr. Kelly Cassels, for assistance in preparing this document. Mr. Cassels represents not only the County, but three other landowners, including Alto Lakes Water & Sanitation District in this pending litigation. He has requested that the County consider partnering with his other three clients in this effort, and that the letter to accompany the studies be issued jointly. The wide-ranging letter would be geared to helping the NM Office of the State Engineer and New Mexico Tech reach some conclusions about the data in the reports and would set the tone for an eventual meeting with the State Engineer regarding water conditions in the County and the impact of the actions of the VOR on those conditions.

Recommendation:

1. Appoint Commissioner Stone as the Cooperator Program Contact for the Cibola MOU, and Manager Taylor as the Cooperator Administrative Contact;
2. Direct Manager to work with Attorney Kelly Cassells and other parties on joint letter accompanying the 2014 and 2015 USGS studies of Water Quality in the Upper Rio Hondo Basin.

**Smokey Bear RD, Lincoln National Forest, Briefing
Paper for
Lincoln County Commissioners Meeting
August, 2015**

Critical Updates

- A Proposal to work more productively with the LANRAC
 - Purpose is the set up more of a working group dynamic between the Lincoln National Forest and the Lincoln County Commission – as opposed to a “reporting out” relationship
 - A working relationship will better support our mutual efforts in Forest Plan Revision process
 - It will allow us to share more substantive information – in more of a give and take, workshop atmosphere – rather than at these monthly commission meetings
 - It will foster a relationship between the people in our organizations – not just the relationships between leadership
- Secure Rural Schools – Resource Advisory Committee
 - The SRS has been re-authorized by the Congress
 - The Southern NM Resource Advisory Committee will likely solicit proposals for Title II projects in late Fall – and will convene to discuss and prioritize projects in the Winter. I will keep you informed of progress.
- Seasonal Flooding
 - We continue to respond to flooding along Forest Road 107 (Bonito) above Bonito Lake - We are currently working with our engineers to develop some longer lasting solutions to these problems.
- Feral Pigs
 - We continue to work with APHIS (USDA Animal and Plant Health Inspection Service) to find and eradicate feral pigs
 - Feral Pigs pose a serious threat to the integrity and productivity of land
 - Currently working on authorizing eradication activities in the White Mountain Wilderness
- Donation of LED messaging sign by the Little Bear Forest Reform Coalition
 - Thank you to the LBFRC as a group, and as individual members

End of Report



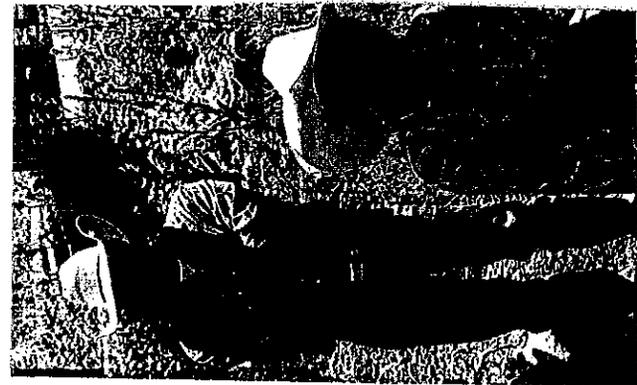
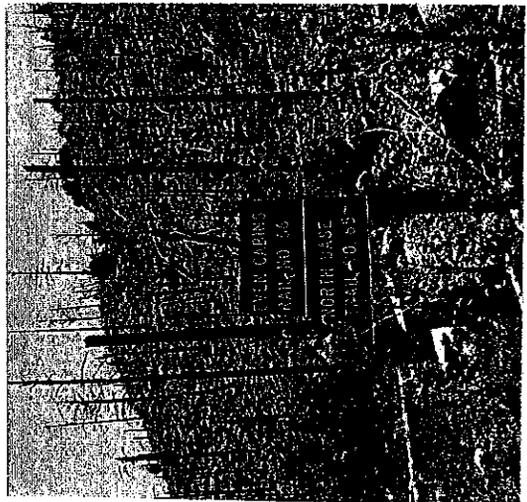
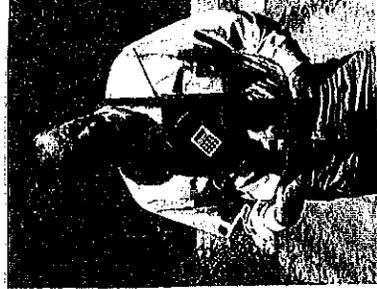
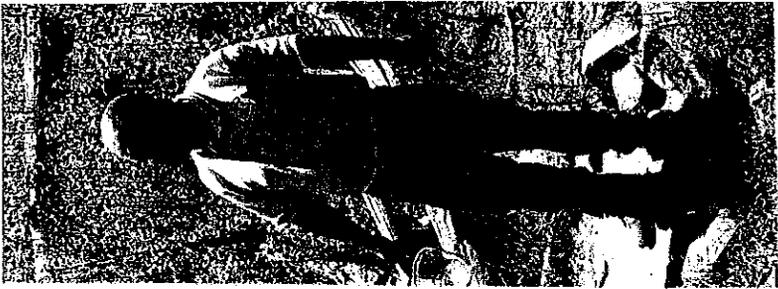
Getting There



Talking it Over



Going Home



MEMORANDUM OF UNDERSTANDING
Between The
And The
USDA, FOREST SERVICE
CIBOLA NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the , hereinafter referred to as "Cooperator," and the USDA, Forest Service, Cibola National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: The U.S. Forest Service is revising the existing 1985 Cibola Forest Plan as required by the National Forest Management Act. After two years of engaging the public in assessing conditions, trends, and risks to sustainability and identifying the needs for change to the 1985 Cibola Forest Plan, the U.S. Forest Service has published a Notice of Intent (NOI) to revise the 1985 Cibola Forest Plan and prepare an Environmental Impact Statement (EIS). This proposed action affects the Magdalena, Mt. Taylor, Mountainair and Sandia Ranger Districts.

Title: Cooperating Agency Status

I. PURPOSE:

The purpose of this MOU is to document a framework for cooperation and to define the relationship and duties between the parties as Cooperating Agencies in the preparation of an Environmental Impact Statement (EIS) for Forest Plan Revision. This MOU is established to provide coordination, communication, and the exchange of ideas and information between the Forest Service and the Cooperator pursuant to the revision of the Cibola National Forest's Land and Resource Management Plan and development of the required National Environmental Policy Act (NEPA) Environmental Impact Statement (EIS) analysis. The Forest Service and the Cooperator will cooperate in the areas of natural and cultural resources and properties and traditional land use with respect to each entity's regulations, on matters important to the Cooperator's constituency, and on public involvement activities. While the Forest Service recognizes the expertise of the Cooperator in these subjects, this agreement does not preclude the Cooperator from submitting other information, comments, and/or data pertaining to the Cibola Land and Resource Management Plan or EIS analysis, including but not limited to the suggestion of alternatives or alternative methods of accomplishing natural resource objectives.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is in the process of preparing an EIS for Forest Plan Revision for the Sandia, Mountainair, Magdalena, and Mt. Taylor Ranger Districts. The U.S. Forest Service must assure that the EIS complies with the National Environmental Act (NEPA) and other applicable federal statutes, regulations, and Presidential Executive Orders. In addition, the U.S. Forest Service will produce the EIS in accordance with established timeframes and the terms of this agreement.

The U.S. Forest Service will benefit from this agreement by gaining broader public engagement with wide public support, including all diverse interests, with the anticipated outcome of a revised forest plan and alternatives for lands administered by the U.S. Forest Service as described above. Both parties will benefit the development of the Forest Plan and EIS, as the effects analysis, completed with the supplied information, will be more accurate and support a more informed decision by the Forest Supervisor on a final, revised Cibola Forest Plan.

The authority of the U.S. Forest Service to participate in this agreement is provided by NEPA, 42 U.S.C. 4321 et seq. The authority of the Cooperator to participate in this agreement is provided by 39 CFR Part 219.

In consideration of the above premises, the parties agree as follows:

III. U.S. FOREST SERVICE SHALL, As Lead Agency:

- A. Be responsible for the preparation and content of the EIS
- B. Invite the Cooperator to participate as a member of the extended interdisciplinary team.
- C. Provide the opportunity for the Cooperator to review and comment on:
 - 1) A collaborative, public engagement strategy;
 - 2) A draft proposed action;
 - 3) Preliminary range of alternatives;
 - 4) Preliminary draft of the socio-economic section of the affected environment and environmental consequences;
 - 5) Draft EIS;
 - 6) Final EIS;
- D. Notify the Cooperator of all public notices made by the U.S. Forest Service pertaining to Forest Plan revision;
- E. Keep the Cooperator apprised of the forest plan revision schedule and provide an updated schedule as needed;
- F. Review and incorporate, as appropriate, information provided by the Cooperator into the EIS;
- G. Make the final Forest Plan decision in regards to the management of lands, resources, goods, and services provided by lands administered by the U.S. Forest Service as described above, in accordance with the 2012 Planning Rule (36 CFR 219) and the Council for Environmental Quality's Regulations for Implementing NEPA (40 CFR Parts 1500-1508).

IV. THE Cooperator SHALL, as Cooperating Agency:

- A. Co-convene and help design collaborative public engagement processes and events, inclusive of diverse stakeholders and interests;
- B. Provide the U.S. Forest Service with the relevant information related to the Cooperator's comprehensive plan with respect to natural resource based industries, the economy, culture, and traditional uses;

- C. Provide the U.S. Forest Service with information and effects to the Cooperator's comprehensive planning from management of U.S. Forest Service lands within the borders or jurisdiction of the Cooperator and identify opportunities for the revised forest plan to address identified impacts, contribute to joint objectives, or resolve or reduce conflicts;
- D. Provide the U.S. Forest Service with responses to data requests to the degree the data are reasonably available within the time limits that will meet the project schedule;
- E. Complete a review of the draft and final EIS;
- F. Be available to discuss any documents or analysis provided by the Cooperator;
- G. Provide as specific-as-possible comments on requested products;
- H. May designate a Cooperator representative to serve on the extended interdisciplinary team.

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

- A. The U.S. Forest Service has sole and ultimate decision-making authority regarding the management of National Forest System lands.
- B. Both Parties will cooperate to achieve better outcomes while ensuring each agency's key mandates and legal requirements are adequately met.
- C. Communicate openly and provide a conduit for the timely exchange of information.
- D. Resolve conflicts at the lowest administrative level.
- E. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Champe Green	Name: Elaine Kohrman
Address: 2113 Osuna Rd. NE	Address: 2113 Osuna Rd. NE
City, State, Zip: Albuquerque, NM 87113	City, State, Zip: Albuquerque, NM 87113
Telephone: 505-346-3889	Telephone: 505-346-3804
FAX: 505-346-3901	FAX: 505-346-3901
Email: champegreen@fs.fed.us	Email: ekohrman@fs.fed.us

- F. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperator, at Cooperator's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- G. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities and does not by direct reference or implication convey the Cooperator's endorsement of the U.S. Forest Service's products or activities.
- I. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any U.S. Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable laws

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- J. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- K. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- L. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information Act regulations (5 U.S.C. 552).
- M. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- N. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperator is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "Cibola National Forest of the U.S. Forest Service, Department of Agriculture, is revising its 1985 Cibola Forest Plan and preparing an Environmental Impact Statement analysis on the proposed, revised plan and alternatives to that proposed plan."
- Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperator is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communication as far in advance of release as possible.
- O. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- P. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

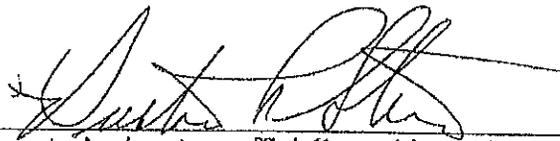
In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- Q. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- R. DEBARMENT AND SUSPENSION. Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- S. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- T. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through September 2017 or upon approval of the revised Cibola Forest Plan, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized signatory officials.
- U. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



7-21-15

Cooperator's signatory official's positional title
Cooperator's Organizational Name

Date

ELAINE B. KOHRMAN, Forest Supervisor
U.S. Forest Service, Cibola National Forest and
National Grasslands

Date

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

What is a Landscape Team?

- The Cibola National Forest has engaged with cooperating agencies to co-convene and co-host the public process to collaborate on developing land management plan direction.
- Cooperating agencies include representatives from tribes, land grants, city, county, and state governments, soil and water conservation districts, and other federal agencies.
- These cooperating agencies have formed Landscape Teams organized around the four mountain landscapes associated with the Cibola (Mt. Taylor, Magdalena, Mountainair and Sandia Ranger Districts).
- The organization of the Landscape Teams promotes holistic landscape views of areas, not administrative boundaries.
- Each cooperating agency has signed a Memorandum of Understanding (MOU) to be a part of the Landscape Teams.
- These Landscape Teams are working together and strategizing a process for engaging diverse interests of the public in the revision of the Cibola Forest Plan. The Landscape Teams are co-convening and co-hosting public meetings and field trips with the Forest Service.
- This collaborative process is assisting the Cibola in developing desired conditions and other plan direction, defining management areas, and identifying and evaluating lands that may be suitable for wilderness consideration.

Landscape Teams Points of Contact

Mt. Taylor:

Larry Winn
(505) 879-3410
larry2747@outlook.com

Magdalena:

RuthAnn Harriet
(575) 772-5722 x101
ruthann.harriet@nm.nacdin.net

Mountainair:

Dierdre L. Tarr
(505) 847-2243
deetarr@yahoo.com

Sandia:

Brenda Smythe
(505) 832-1111
bsmythe.eswcd@gmail.com

Additional information on cooperating agencies can be found at:
<http://www.fs.fed.us/emc/nepa/includes/coopagencyguidance.pdf>



USDA is an equal opportunity provider, employee and lender.
07/16/2015

DRAFT

Mountainair Landscape Team
Vision Statement

Reviewed on July 1, 2015

The Forest Plan will emphasize watershed health through sustainability, regeneration and protection of natural resources while ensuring that local adjacent communities benefit from the implementation of the plan and the use of the forest through improved water quality and quantity, forest related economic development opportunities, access for traditional and multiple uses. Watershed health as the over-arching goal will ensure a legacy for future generations.

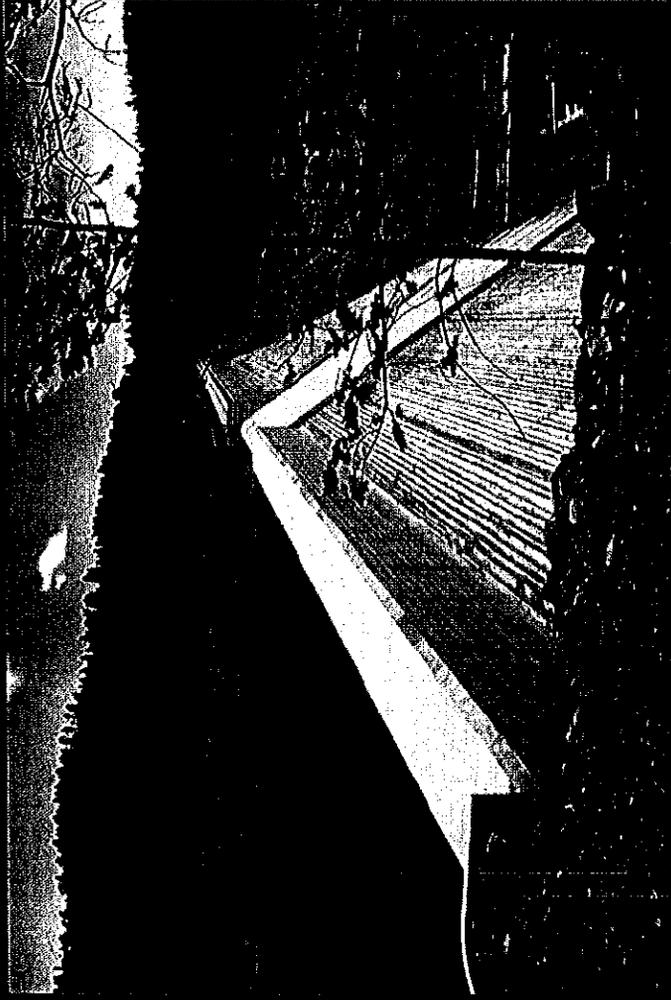
Grindstone Seepage Mitigation Project Village of Ruidoso

Debi Lee, Village Manager

Adam Sanchez, Utility Manager

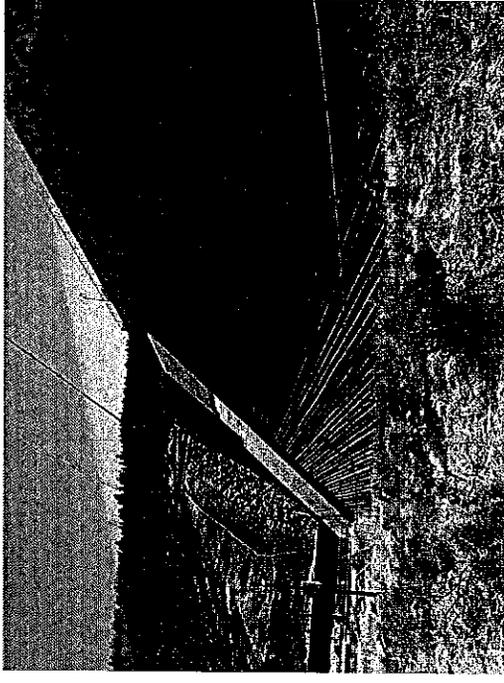
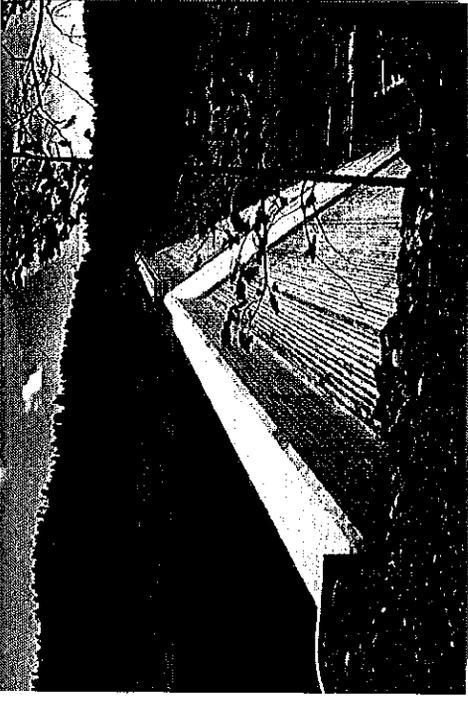
Randy Koehn, Water Production Manager

ENMU – Community
Presentation – Information
Provided by URS Ed Toms Engineer



Overview

- History
- Site Investigations
- Construction Contracting
- Design
- Costs and Funding
- Closing and Questions

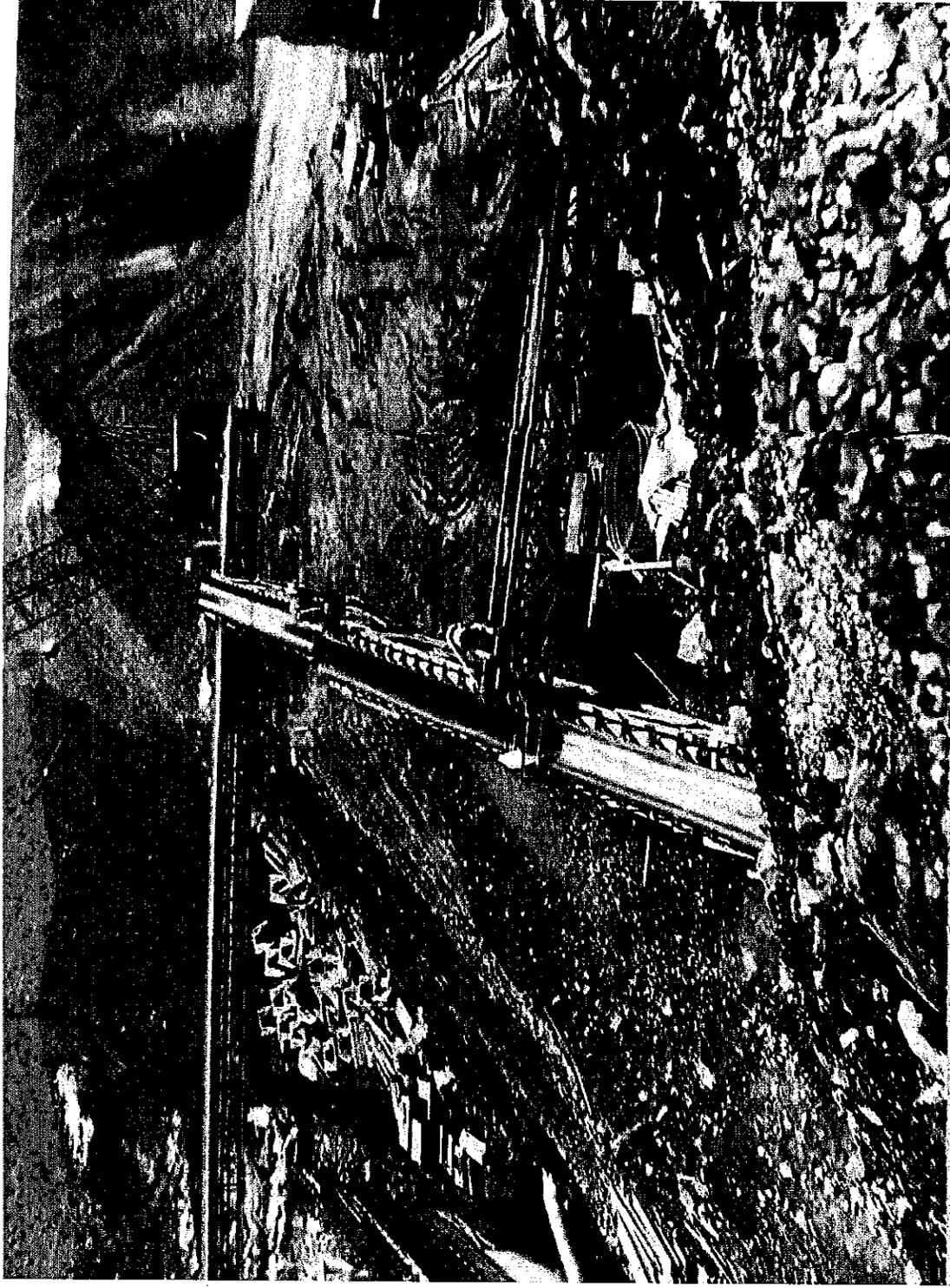


History

- 139-foot high gravity Roller Compacted Concrete Dam
- Has a height of 139 ft
- 1,300-foot long section
- Built in 1986
- Water supply to the Village of Ruidoso

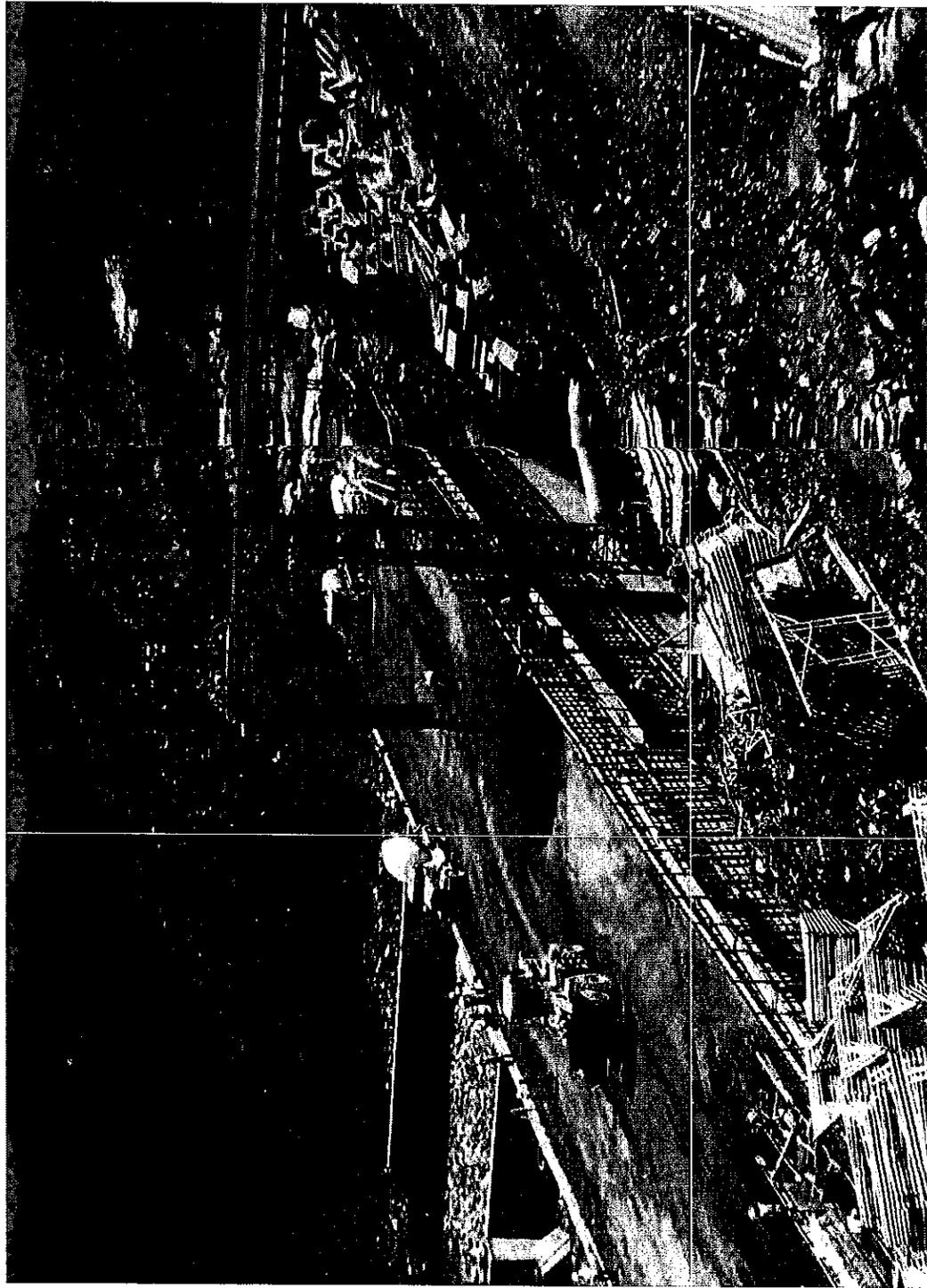


1986 Construction



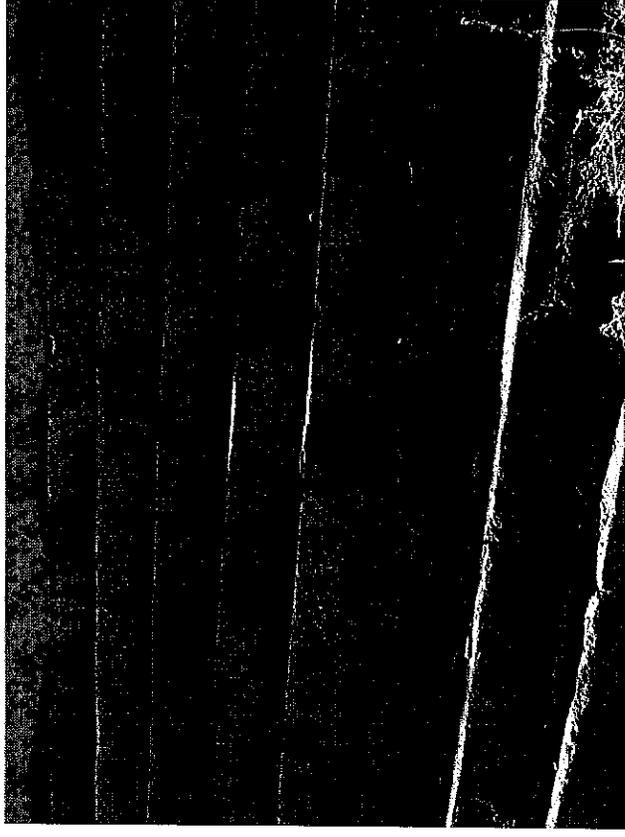
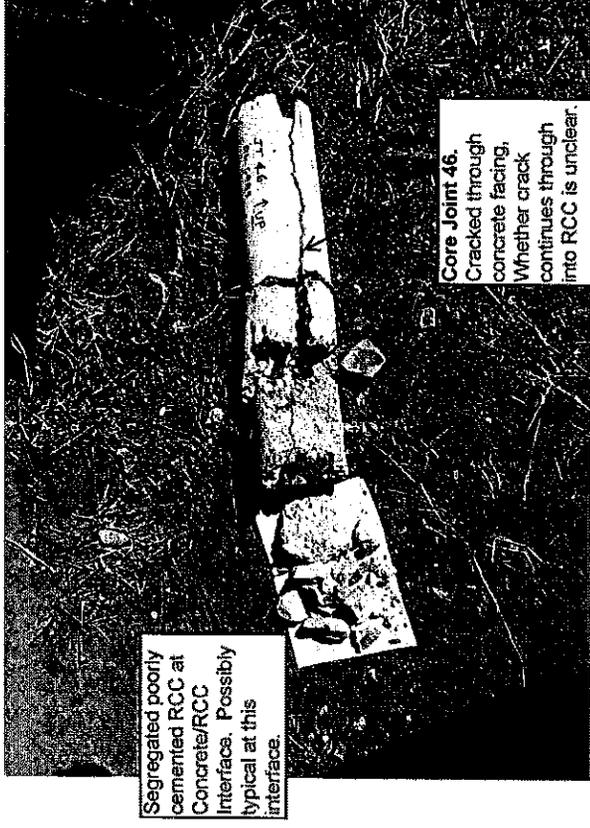
AECOM

1986 Construction



History - Issues

- High seepage issues since first filling in 1988
- Repairs in 1989, 1996, 2002, and 2009
- Seasonal trends
 - Winter higher seepage rates
- Interviews with Original construction personnel -
 - Poorly compacted zones of partially cemented aggregates
 - Transverse thermal cracks

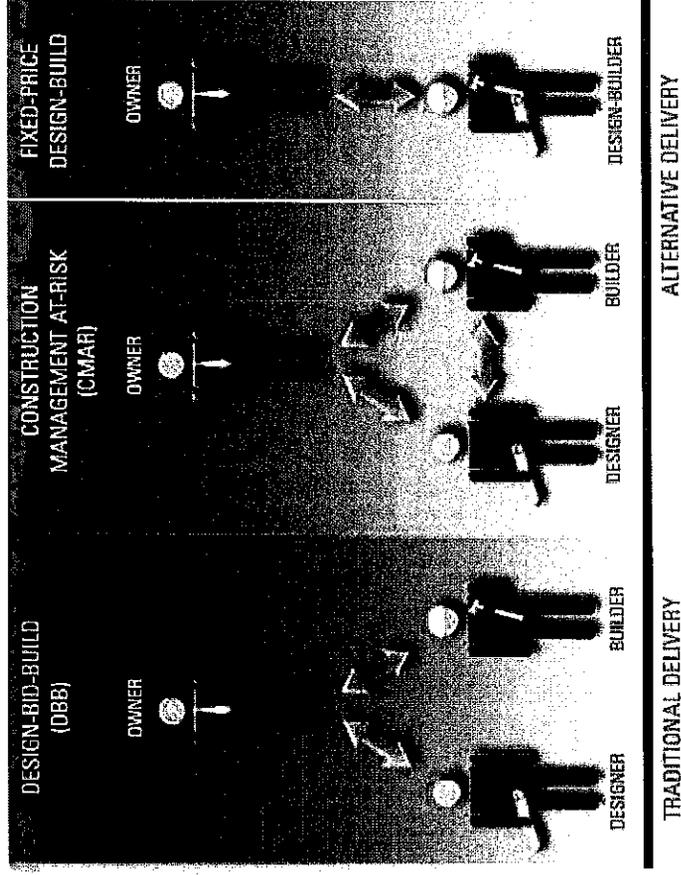


Site Investigations

- Reservoir at El. 6874. El 6860, where lower seal would be installed, was below water.
- Cored 3 vertical rustication joints – Joints 44, 46, & 50.
- Excavated a test pit at Joint 49 – confirmed foundation contact likely as indicated on record drawings.
- Concrete facing was cracked through at all joint locations cored.
- Segregated, poorly consolidated RCC encountered at concrete/RCC interface is a potential seepage pathway behind liner.
- Sealant in many of the vertical joints was randomly separated from the sides of the joint.

Construction Contracting Method

- Design/Bid/Build
- Construction Manager at Risk (C-MAR)
- Construction Manager/General Construction (CM/GC)
- Design/Build
- Project schedule defined delivery method – CM/GC
- CARPI Contractor
 - Worked closely with AECOM during the design
 - Priced the project based on unit measures
 - Issued a Guaranteed Maximum Price (GMP)



Partial Lining Option

- Advantages**
 - Lower impact on VOR water operations
 - Less expensive

- Disadvantages**
 - Sealing facing at 6860 against all pathways may be difficult and costly
 - Remobilization costs if sealing does not mitigate seepage effectively or if stability is in question

Complete Lining Option

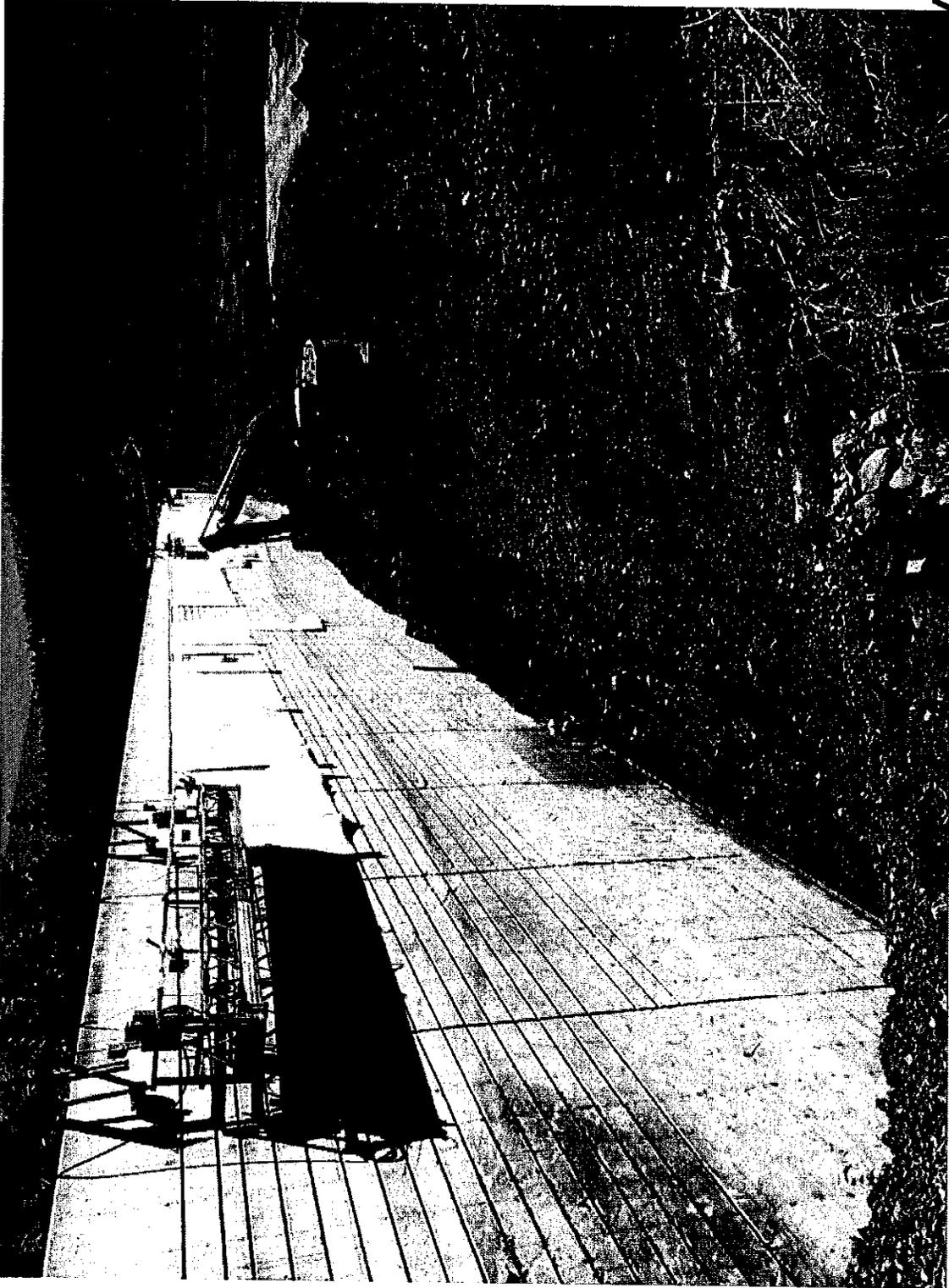
– Advantages

- Higher probability to improve stability and mitigate seepage
- Double seal and grouted cutoff costs not needed and put towards liner
- No remobilization costs

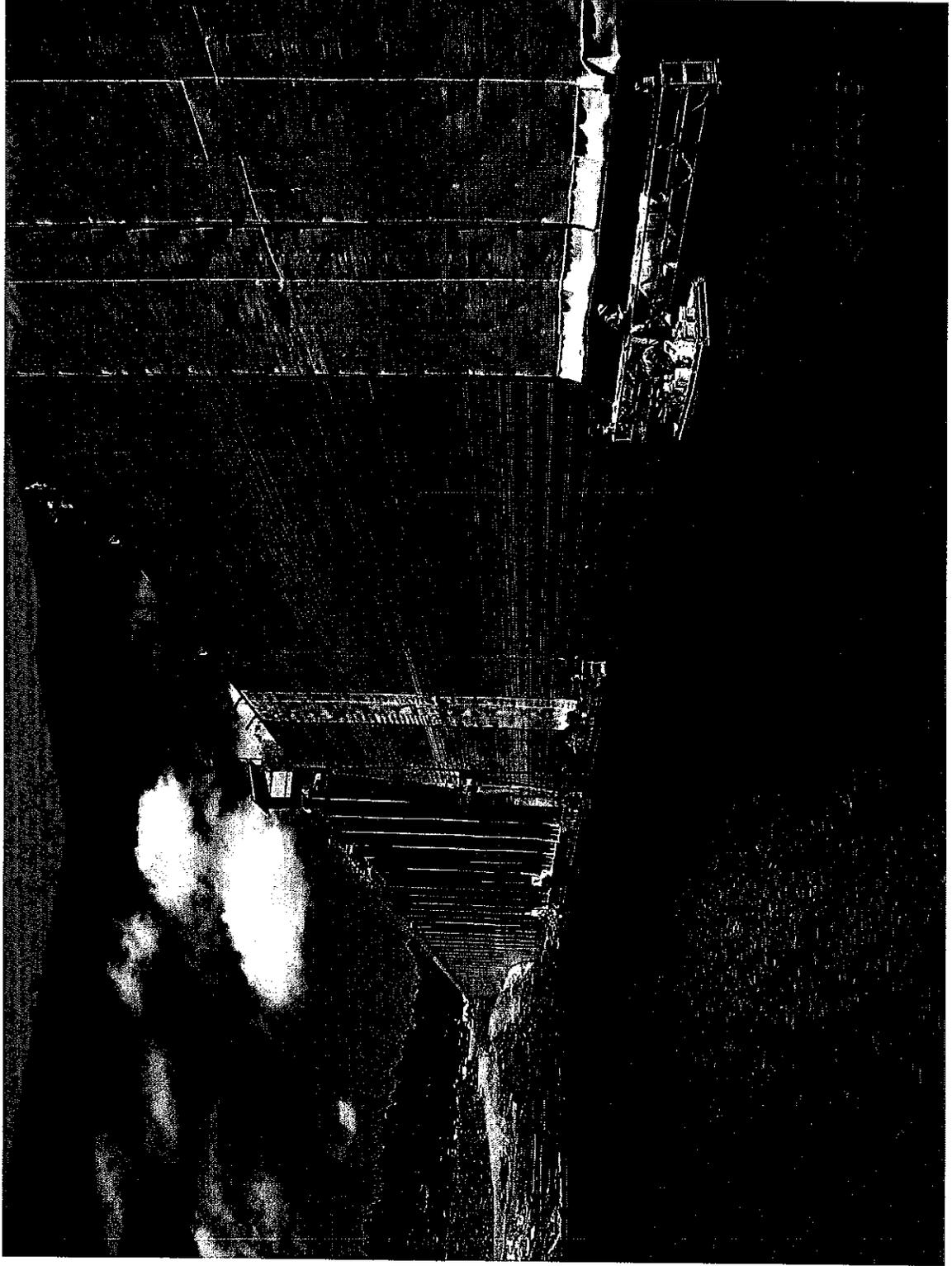
– Disadvantages

- Higher impact on VOR water operations
- More expensive, 27,500 SF more compared to lining to dam bottom above 6860
- Requires additional excavation and dewatering 27-foot dead pool below intake invert

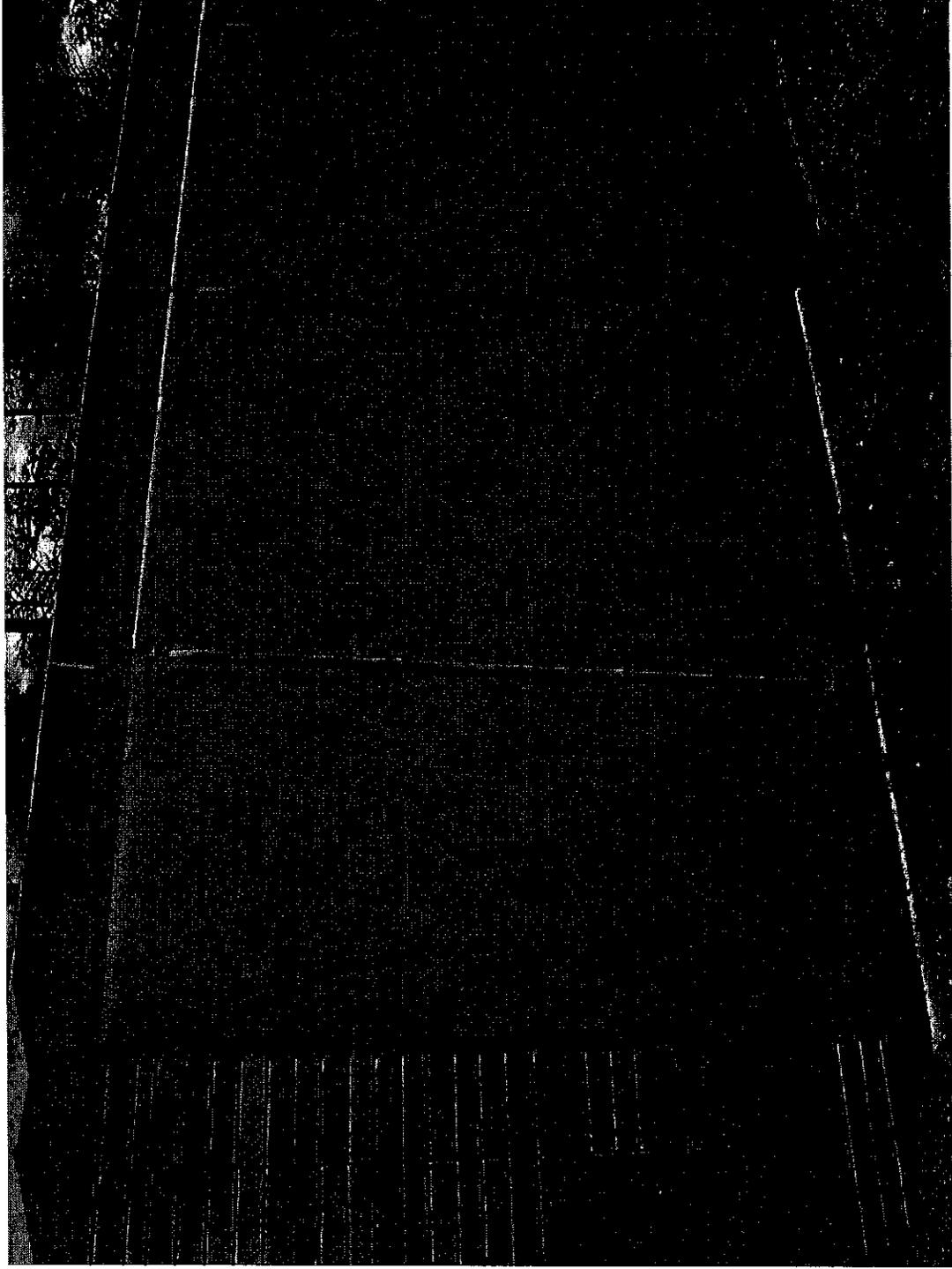
Foundation Excavation



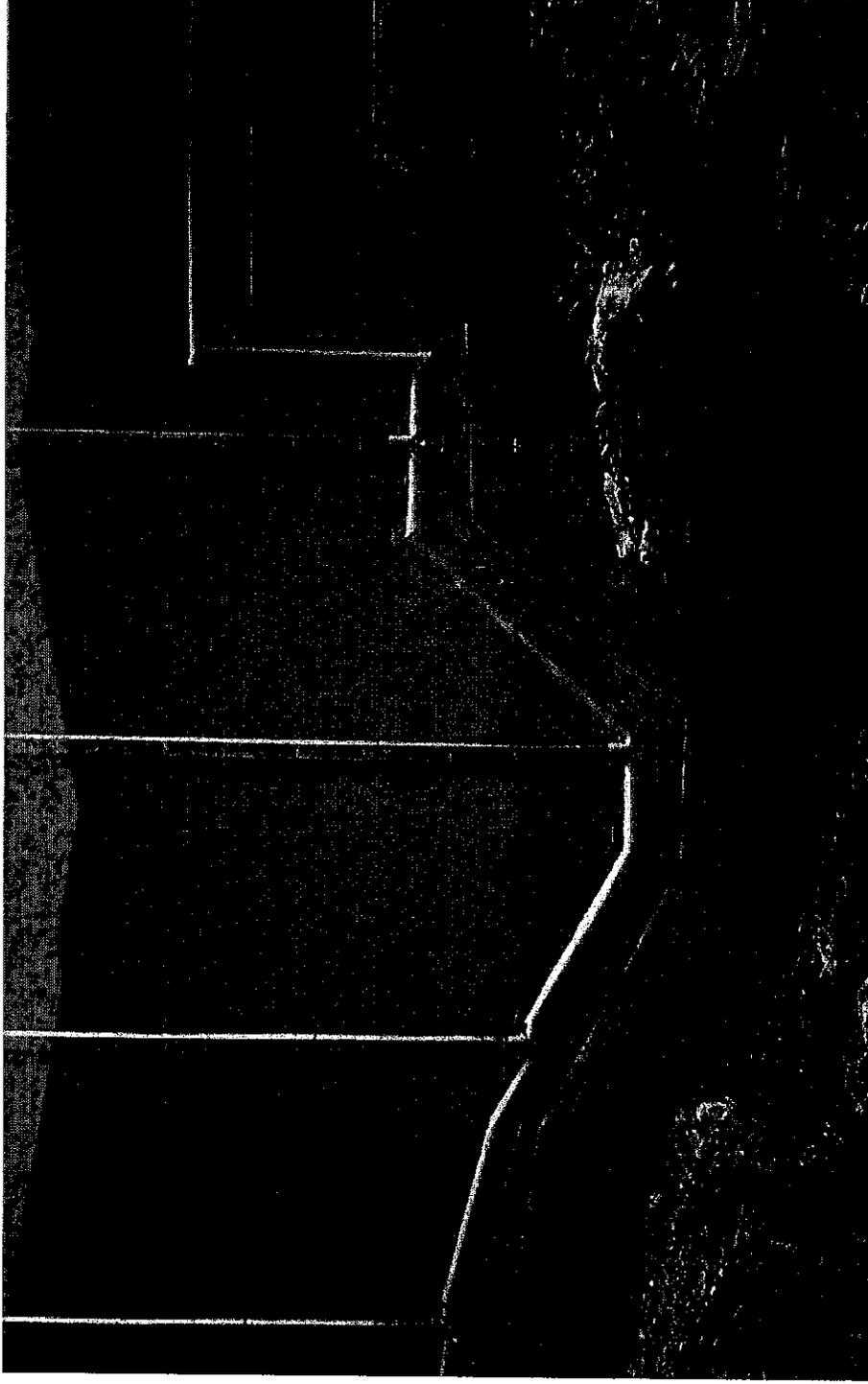
Progress – Water Installation



Installed Tension Profile



Final Installation Example



Grindstone Liner Costs and Funding Sources - RECAP

– **Water Trust Board** **\$3,157,600**

- Grant \$2,841,840

- Loan \$ 315,760

 - Loan Paid Off June 2015

– **Village SGRT** **\$1,013,724.71**

– **Project Costs**

- Engineering \$ 579,010.63

- CARPI Materials \$ 637,463.64

- Construction \$ 3,480,930.44

TOTAL PROJECT COSTS **\$3,855,564.71**

PROJECT SUCCESS!

- Completed on Time
- Completed under (Construction) Budget
- Refill Plan Approved by State Engineer
- Refill of the Dam has begun!

Update of Current Status of Bonito Lake:

The intake tower is plugged up with debris that is not allowing for the drainage of the reservoir. A contractor is being actively pursued to unplug this intake, as the City of Alamogordo has attempted twice and was unsuccessful. The lake level was down to the point to begin the bathymetric survey approximately 4-5 weeks ago and then the plug happened, and in turn the lake filled back up over a time span of a couple of weeks. Once the plug is taken care of, efforts will be taken to continue to drain the reservoir through the intake tower by releasing the water down the Rio Bonito. The goal is for the work to un-plug the intake to be accomplished in the next two weeks. Draining the lake will take approximately 1-2 months following that. The bathymetric survey will then be scheduled to verify quantity of material, which will direct the design on the rehabilitation. Efforts are continuing with USACE in attempting to get a waiver on the T&E Species. (the majority of the habitat for the Mexican Spotted Owl has burned). If successful, work will be able to be done year around. If not successful, work will be limited to a September through April construction schedule. It is anticipated that it will take 6-8 months for design after the bathymetric survey is completed, so best case scenario would be for construction to commence in approximately twelve months from now. Once a waiver is received, it should take approximately 24 months for construction, followed by an opening of the lake in the fall of 2018. If the waiver request is unsuccessful then approximately another year, should be added to that schedule (fall of 2019), to allow for the monitoring and construction schedule.

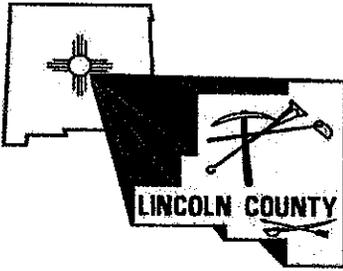
Prepared by Justin King, Consultant, City of Alamogordo

August, 12, 2015

County: Lincoln
Name: James & Mandy Denson and Dori Sullivan Gamble
File No(s): T-511

NOTICE is hereby given that on July 20, 2015, James & Mandy Denson and Dori Sullivan Gamble, P.O. Box 1972, Ruidoso, NM 88355, filed application numbered T-511-POD 2 with the State Engineer for Permit to Change Location of Well within the Tularosa Underground Water Basin in Lincoln County by discontinuing the use of well T-511, located on land owned by the applicants and located at approximately East 434475 (m), North 3711845 (m), UTM Zone 13, NAD 83 and drilling new well T-511-POD 2 to an approximate depth of 200 feet on land owned by the applicants to be located at approximately East 434462 (m), North 3711820 (m), UTM Zone 13, NAD 83 for the continued diversion of 15.0 acre-feet per annum of shallow underground water for irrigation and domestic purposes on 4.0 acres of land owned by the applicants located within part of the SE ¼ NW ¼ Section 8, Township 9 South, Range 13 East, NMPM. Well T-511 and proposed replacement well T-511-POD 2 can be found south of Nogal, NM approximately 0.37 miles south of the intersection of State Highway 37 and Nogal Canyon Road. The applicant has requested emergency authorization to drill and use the replacement well per NMSA 72-12-22.

Any person, firm or corporation or other entity having standing to file objections or protests shall do so in writing (objection must be legible, signed, and include the writer's complete name, phone number and mailing address). The objection to the approval of the application must be based on: (1) Impairment; if impairment, you must specifically identify your water rights; and/or (2) Public Welfare/Conservation of Water; if public welfare or conservation of water within the state of New Mexico, you must show how you will be substantially and specifically affected. The written protest must be filed, in triplicate, with the State Engineer, 1680 Hickory Loop, Suite J, Las Cruces, NM 88005-6598 within ten (10) days after the date of the last publication of this Notice. Facsimiles (faxes) will be accepted as a valid protest as long as the hard copy is hand-delivered or mailed and postmarked within 24-hours of the facsimile. Mailing postmark will be used to validate the 24-hour period. Protests can be faxed to the Office of the State Engineer, (575) 524-6160. If no valid protest or objection is filed, the State Engineer will evaluate the application in accordance with the provisions of Chapter 72 NMSA 1978.



www.lincolncountynm.gov

County of Lincoln

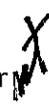
P.O Box 711 • 300 Central Ave. • Carrizozo, New Mexico 88301-0711 • (575) 648-2385

AGENDA ITEM No. 11

August 12, 2015

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Carrizozo Senior Center

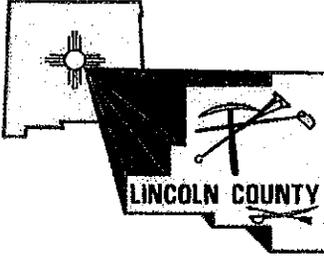
Purpose: Approval of Agreement Between County and Roper Construction, Inc. for the Construction of the Carrizozo Senior Center

Discussion:

At its July 21, 2015 meeting, the Commission awarded the bid for the construction of the Carrizozo Senior Center to Roper Construction, Inc. The award included the Base bid of \$929,000 plus Additive Alternate #2 for \$10,000. See **Enclosure 1** for the Letter of Intent to Award Carrizozo Senior Center – CDBG No. 13-C-RS-I-03-G-028.

All preliminary requirements have been met by the contractor for the County to enter into the Agreement with Roper Construction. Attorney Alan Morel has reviewed and approved of this form of agreement. See **Enclosure 2**.

Recommendation: Enter into Agreement with Roper Construction, Inc. for the construction of the Carrizozo Senior Center.



County of Lincoln

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

www.lincolncountynm.gov

August 11, 2015

Mr. Ryan Roper
Roper Construction, Inc.
PO Box 969
Alto, NM 88312

RE: Letter of Intent to Award Carrizozo Senior center - CDBG No. 13-C-RS-I-03-G-028

Dear Mr. Roper:

This letter is to advise you at the Lincoln County Commission meeting of July 21, 2015 your bid was approved and it is the County's intent to enter into a contract with Roper Construction, Inc., for the Carrizozo Senior Center for the following amount:

Base Bid	\$ 929,000.00
Additive Alternates #2	\$ 10,000.00
Sub-total	\$ 939,000.00
NMGRT @ 7.1875%	\$ 67,490.63
Contract Total	\$1,006,490.63

The Work to be performed shall be commenced no later than ten (10) consecutive days following the date of the issuance of the Notice to Proceed. Substantial Completion shall be achieved no later than Two Hundred Twenty Five (225) Calendar Days after the date of written Notice to Proceed, unless time is extended by a written Change Order approved by the Owner. Liquidated damages in the amount of \$500.00 per day shall apply to the contract.

Please forward this letter to your Surety and Insurance Companies to begin the process of obtaining the Labor, Material and Performance Bonds and Certificate of Insurance, naming Lincoln County as additional insured.

If you have any questions regarding the above, please contact me directly at (505) 648-2385.

Nita Taylor
Lincoln County Manager
PO Box 711, Carrizozo, NM 88301
300 Central Ave.
575.648.2385 x101
575.808.1379 (cell)
NTaylor@lincolncountynm.gov

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

ENCL 1

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT FORMS - LUMP SUM PRICE OR UNIT PRICE
Section 00510

Contract No. 13-C-RS-I-03-G-028



Distribution to:

- Owner
- Contractor
- Architect/Engineer
- Finance Dept.
- CDBG Project Manager

[Disclaimer: Changes and/or modifications made to this document, other than the typical construction items for which the contractor is Bidding and/or will contract for, without the written consent of the Local Government Division, DFA shall render this document null and void]

This Agreement entered into this _____ day of _____, 20____, by and between the parties as follows:

THE OWNER:

County of Lincoln
PO Box 711
300 Central Avenue
Carrizozo, NM 88301

Telephone: 575-648-2385
Fax: 575-648-2381

E-mail address: NTaylor@lincolncountynm.gov

THE CONTRACTOR:

Roper Construction, Inc.
PO Box 969

Alto, NM 88312

Telephone: 575-973-0440
Fax: 575-258-1865

E-mail address: ryan@roper-nm.com

For the following Project: Carrizozo Senior Center

Project Number: _____

ARCHITECT/ENGINEER OF RECORD:

Wilson & Co. Inc., Engineers & Architects
Howard M. Kaplan, RA
4900 Lang Ave. NE
Albuquerque, NM 87109
Telephone: 505-348-4000
Fax: 505-348-4055
E-mail address: howard.kaplan@wilsonco.com

RECITALS

WHEREAS, the County of Lincoln
(insert funding authority); and

WHEREAS, the Owner, through its Mayor/
Chairman, is authorized to enter into a construction
contract for the Project pursuant to Sections
13-1-100 NMSA 1978; and

WHEREAS, the Owner has let this contract
according to the established state and local
purchasing procedures for contracts of the type and
amount let; and

WHEREAS, award of the construction contract on
this Project was approved by the Governing Body at
its meeting of July 21, 2015;

The OWNER and the CONTRACTOR agree as set
forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the
following:

- Bid Form
- This Agreement
- Performance Bond
- Labor and Material Payment Bonds
- Agent's Affidavit
- Certificate of Insurance
- Assignment of Antitrust Claims
- Table A Subcontracts Breakdown
- Table B Estimated Project Workforce
Breakdown
- Notice of Award
- Notice to Proceed
- Conditions of the Contract (General,
Supplementary and Other Conditions)
- Drawings
- Specifications
- All Addenda Issued Prior to and
- All Modifications Issued after Execution of this
Agreement
- Federal requirements, certifications and forms
required by the CDBG program

These documents form the Contract, and all are as
fully a part of the Contract as if attached to this
Agreement or repeated herein. An enumeration of
the Contract Documents appears in Article 7 of this
Agreement.

ARTICLE 2 THE WORK

2.1 The Contractor shall perform all the Work required
by the Contract for the following:
Construction of the Carrizozo Senior Center and all
associated site work as shown on the plans and
specifications dated May 15, 2015.

ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under the contract shall
commence not later than ten (10) consecutive calendar
days after the date of written Notice to Proceed.
Substantial Completion shall be achieved not later than
Two Hundred and Twenty Five (225) calendar days
after the date of written Notice to Proceed, except as
hereafter extended by valid written Change Order by
the Owner.

3.2 Should the Contractor neglect, refuse, or otherwise
fail to complete the Work within the time specified in
this article, the Contractor agrees, in partial
consideration for the award of the Contract, to pay to
the Owner the amount of Five Hundred Dollars
(\$500.00) per consecutive calendar day, not as a
penalty, but as liquidated damages for such breach of
the Contract.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current
funds for the performance of the Work, subject to
additions and deductions by Change Order as provided
in the Contract, the Contract Sum of One Million Six
Thousand four Hundred and Ninety Dollars and Sixty
three Cents (\$1,006,490.63).

4.2 The Contract sum is determined as follows:

Base Bid	\$	<u>929,000.00</u>
Alternate #2	\$	<u>10,000.00</u>
NM GRT @ 7.1875%	\$	<u>67,490.63</u>
Contract Sum	\$	<u>1,006,490.63</u>

ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to
the Architect/Engineer by the Contractor and
Certificates for Payment issued by the Architect/

Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract for the period ending the 5th day of the month as follows:

5.2 Not later than twenty-one (21) working days following receipt by the Owner of an undisputed Application for Payment or as stated in Paragraph 25 of the Supplemental General Conditions, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; less such amounts as the Architect/Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5 NMSA 1978).

5.2.1 When making payments, an owner, contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act refer to Section 57-28-5 NMSA 1978.

ARTICLE 6 FINAL PAYMENT

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within thirty (30) calendar days after notification of the Owner by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer and final monitoring and close-out by the Funding Agency. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens (*AIA Document G706A or approved form*) and Consent of Surety.

ARTICLE 7 GENERAL AND SPECIAL PROVISIONS

7.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

7.2 Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.3 As between the parties to this Agreement. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

7.4 The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the Contractor.

7.5 This Agreement shall not become effective until approved by the governing body; and signed by all parties required to sign this Agreement and reviewed by the Funding Agency.

7.6 The Contractor and his agents and employees are independent contractors and are not employees of the Owner. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

7.7 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, his officers and employees from his liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the Contractor may incur.

7.8 The Contractor agrees not to purport to bind Owner to any obligation not assumed herein by Owner unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7.9 Notices. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as shown on the title page of this Agreement.

7.10 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

7.11 Gender - Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

7.12 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

7.13 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

7.14 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

7.15 Separability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

7.16 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the

right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

7.17 Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

7.18 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

7.19 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

7.20 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

7.21 Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §§30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, §§13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.

7.22 The Contract Documents, which constitute the entire Contract between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

7.23 The following documents bound in the Project

Manual:		Certificate of Insurance	4A-53
		Assignment of Antitrust Claims	4A-55
<u>Documents</u>	<u>Pages</u>	Table A Subcontracts Breakdown	4A-58
Bid Form	4A-21	Table B Estimated Project Workforce Breakdown	4A-59
Agreement between Owner and Contractor	4A-39	General Conditions	4A-61
Performance Bond	4A-45	Supplementary Conditions	4A-75
Labor and Material Payment Bond	4A-47		
Agent's Affidavit	4A-29/51	Technical Specifications - Division 1-16	

Approved by the Governing Body at its meeting of _____, 20__

OWNER: County of Lincoln

Date: _____

Reviewed: Preston Stone, Chairman

As to Legal Form and Sufficiency

By: _____

Title: Lincoln County Attorney

Date: _____

As to Budget Sufficiency

By: _____

Title: Lincoln County Manager

Date: _____

APPROVED: This Agreement is entered into as of the day and year first written above.

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

Federal Tax ID N°: _____

State Tax ID N°: _____

AGENCY CONCURRENCE:

By: _____

Title: _____

Date: _____

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[Instructions: This page to be replaced by Architect/Engineer with *AIA Document A311*, form of **Performance Bond** or similar documents and labeled as pages 4A-45]

[This Page Left Blank]

[Instructions: This page to be replaced by Architect/Engineer with *AIA Document A311*, form of **Labor and Material Payment Bond** or similar documents and labeled as page 4A-47]

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RIDER TO BONDS

BONDS, CERTIFICATES AND NOTICES
Section 00621

This Form Must Be
Used By Surety

Performance Bond N^o. _____ Labor & Material Payment Bond N^o.

Obligee (Owner): _____

Surety _____

Surety's New Mexico Agent:

Name: _____

Address: _____

Telephone N^o. (____) _____

The Surety and Principal stipulate as follows:

Whenever, in the judgment of the Owner, the Surety on this bond shall be insolvent, or for any cause is not a proper or sufficient Surety, the Owner may require the Contractor to furnish a new or additional bond or security within ten (10) days; and thereupon, if the Owner shall so order, security shall be furnished. If such new or additional bond or security is not furnished within said time, the Owner may, at its option, take over and Surety, either doing the Work on force account, or letting the same by contract, and shall be entitled to use any equipment, materials and supplies of the delinquent Contractor in completing said Work.

The Surety hereby stipulates and agrees that no properly authorized Change Order altering Contract Time, Contract Sum, Conditions of the Contract, or the scope of nature of the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive any notice of such change.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Witness)

(Surety) (Seal)

(Title)

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[This form must be used for all bonds required in the Bidding Documents. Power of Attorney for person signing for Surety Company must be attached to bond. Power of Attorney for person signing for Surety Company must be attached to bond]

GUARANTY BOND/MAINTENANCE BOND

BONDS, CERTIFICATES, AND NOTICES
Section 00600

GUARANTY BOND

Section 00630

N/A

MAINTENANCE BOND

Section 00640

N/A

(Instructions: This is a listing of forms that are not supplied. If required by the Owner or the Architect/Engineer as part of the Bidding Documents, this page should be replaced by the appropriate forms - special mention under Section 7, Instructions to Bidders, and on the Bid Form, if applicable, should be made by the Architect/Engineer.)

[Instructions: this page to be replaced by Architect/Engineer with AIA Document G705, form of Certificate of Insurance or similar form and labeled as page 53. A/E to fill in minimum amounts of insurance required in the Supplemental General Conditions]

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ASSIGNMENT OF ANTITRUST CLAIMS

(To be executed by Suppliers, Subcontractors, and Sub-Subcontractors of Contractors)

BONDS, CERTIFICATES, AND NOTICES
Section 00661.

**This Form Must Be Submitted
Within 10 Days of Bid Award**

Project: _____ Project Number: _____

_____ agrees that any and all claims which it may have or may

have endured for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner.

It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Owner, including the right to any treble damages attributable thereto.

Firm: _____

By: _____

Signed by Individual Empowered to Obligate Supplier,
Subcontractor, or Sub-Subcontractor

Title: _____

Date: _____

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CERTIFICATE OF OWNER'S ATTORNEY

BONDS, CERTIFICATES, AND NOTICES
Section 00670

I, the undersigned, _____, the duly authorized and acting
legal representative of the (municipality/county) of _____

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligation upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Name: _____

Address: _____

Date: _____ Telephone N^o. ____ - ____ - ____

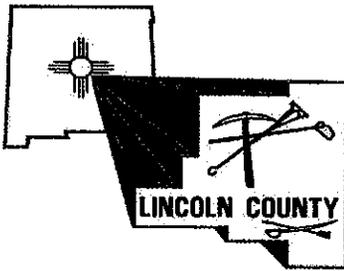
**TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	Number Positions Currently Occupied by Permanent Employees	Number Positions Not Currently Occupied	Number Positions to be filled with LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental Management				
Office Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum Number of Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum Number of Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within the Municipality/County of _____ whose family income does not exceed 80% of the median income of the State.

Company

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County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM No. 12

August 10, 2015

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Lodger's Tax Applications with backup material

Purpose: To approve Lodger's Tax Applications

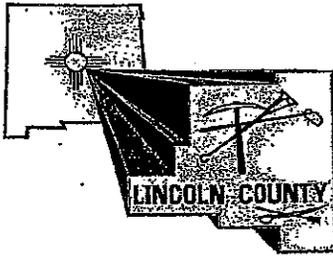
Discussion: The Lodger's Tax Committee was presented with two requests and of these two requests, one was approved. Request one was approved by the Lodger's Tax of \$1,000. No action was taken on request 2 due to no show.

- | | |
|--|---|
| 1. Funding Request: \$2,000
Purpose: Christmas Jubilee
Date(s) of Event: November 13-15,
2015
Presenter: Linda Mckinley/Ruidoso
Valley Greeters | 2. Funding Request: \$2,000
Purpose: The Frontier Trail
Date(s) of Event: N/A
Presenter: Peter
Renich/TinTopTec/Carrizozo
Chambers |
|--|---|

Recommendation: Approve the \$1,000.00 as recommended by the Lodger's Tax Committee to Ruidoso Valley Greeters.

RECEIVED

FEB 12 2015



County of Lincoln

ADMINISTRATION
LINCOLN COUNTY, NM

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

www.lincolncountynm.net

NAME OF EVENT: Christmas Jubilee DATE(S) OF EVENT: Nov. 13, 14, 15

NAME OF ORGANIZATION(S) APPLYING FOR FUNDING: Ruidoso Valley Greeters

AMOUNT REQUESTED: \$ 8,000.00

DESCRIBE EVENT BACKGROUND & RATIONALE: Christmas Jubilee is held in Nov. during the slow time to entice visitors to our area. RVG is composed of volunteers and is a nonprofit organization. The profits go back into the community as pledges.

HOW WILL YOU ADVERTISE AND MARKET THE EVENT? We use postcards, bookmarks, rack cards, newspapers, magazines and many web sites, Facebook, Chamber site, and our website.

HOW WILL ATTENDANCE AND ORIGIN BE MEASURED? We count adults and free military and Santa's Room, and conduct an informal survey every day of the event.

HAVE YOU DISCUSSED SPECIAL ROOM PACKAGES DURING YOUR EVENT WITH A LINCOLN COUNTY LODGER? YES NO HOW WILL OCCUPANCY RATES BE REPORTED/TRACKED? We take our survey and ask for where lodging.

WHAT PERCENTAGE OF YOUR MEDIA BUDGET WILL BE USED OUTSIDE OF LINCOLN COUNTY? 70%
WILL YOU HAVE A WEBSITE FOR YOUR EVENT? YES NO Several

FUNDS WILL BE USED FOR:	
NEWSPAPER ADVERTISING:	\$ <u>2,500.00</u>
RADIO:	\$ <u>200.00</u>
MAGAZINE:	\$ <u>200.00</u>
INTERNET:	\$ <u>1,000.00</u>
PRINTING:	\$ <u>2,500.00</u>
OTHER:	\$ <u>200.00</u>
TOTAL:	\$ <u>6,600.00</u>

Please feel free to add additional pages, samples of ads or brochure artwork, etc. They are all attached.

RULES AND REGULATIONS

I understand that these are 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 (90) days following the event or I could forfeit the funds. Funding recommended for approval by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Commission (Governing Body). I also understand that approved funding amounts may differ from the amount requested on the application.

NAME (PRINT) OF APPLICANT MAKING REQUEST:	<u>Linda McKinley</u>
SIGNATURE OF APPLICANT:	<u>Linda McKinley</u>
ADDRESS/CITY/ZIP:	<u>126 Mira Monte Rd, Alto, NM 88312</u>
PHONE: <u>936-7632 937-1492</u>	EMAIL ADDRESS: <u>lmcKinley@windstream.net</u>
DATE SUBMITTED: <u>2-10-15</u>	PRESENTED AT MEETING ON: <u>3-13</u>

Attach any previous year's budget and proposed budget for event. Mail or deliver to Billie-Jo Guevara, Lincoln County, PO Box 711, Carrizozo, NM 88301 or Fax to (575)648-4182.

CHRISTMAS JUBILEE. 2014
NOVEMBER 14, 15, 16

ATTENDANCE AND SURVEY RESULTS

Attendance:	Total Paid Attendance:	3917
	Active Military & Families Free:	89
	Santa Room Attendance:	496

Every year we do a random survey to gain information that is important to the advertising committee. We wish we could interview everyone that comes but that is impossible, so we take a smattering of the people everyday of the Jubilee. This gives us an overview of where our advertising money is going and what changes we need to make.

Where From:

New Mexico: Ruidoso (Lincoln County), Alamogordo, Cloudcroft, Albuquerque, Artesia, Clovis, Hale Center?, Las cruces, Roswell, Rio Rancho, Muleshoe, Monahan, Tularosa, White Sands, Germany (Hollaman), Carlsbad, Hobbs, Tucumcari, Lovington

Texas: Abilene, Austin, Big Springs, Eastland, Lubbock, Midland, Odessa, El Paso, Samora, Slayton, Snyder, Amarillo, DFW/Flower Mound, Nacogdoches, Nanton, New Brunfield, Odessa, Orange, Pivlet Point, San Antonio, Shallowater, Stephenville, White Falls, Wichita Falls, Woodson, Fort Bliss, Lendland

Other: Grand Rapids, Michigan	Arizona
St. Louis, Missouri	Riverside, California
Connecticut	Salt Lake City, Utahans
Chichaha, Mexico	Seattle, Washington

Where Stayed:

The Lodge, Cabins, Private House, Westland Lodge, Hotel, Motels, Pine Cliff Village, Inn Of The Mountain Gods, Condos, LaQuinta, Bottle House Cabins, Crown Point Condos, Comfort Inn, Mountainair Cabins, Big Springs Inn

Where You Heard About The Jubilee:

Come Every a Year, Posters, Pulse Magazine, Senior Center in Alamogordo, Chamber Website, FaceBook, Newspaper, Friends, Church Group, Internet, Street Banner, Vamonos, Radio, Book Marks, Vendors, Local Merchants, The Lodge, Rack Cards, Convention Sign, Magazines, Websites

Our attendance was down a little this year due to the snow storm on Sunday, but the Vendors were very pleased with the sales and the over all presentatio of the jubilee. Many commented on the free advertisement they received due to the various websites. It was a great show and the Vendors were very pleased.

We would like to thank Citi Bank, KBYK west, and any other business that helped. The profits we make go back into the community by donations to the various charities.

Advertising Budget 2014

Pay to:	For:	Budget:	Actual:	Tax:	Tear sheet:	Paid:
Print Plus						
	Rack cards.		\$685.00			
	Book marks.		\$375.00			
	Posters.		\$187.50			
	Set up.		\$ 75.00			
			\$1322.50	\$100.84		\$1423.34
Old Lincoln						
Days Program	1/2 page Ad.		\$90.00			\$90.00
Go Daddy						
Web Page.			\$83.08			\$83.08
Ruidoo Web						
Web adv.						
One month adv.						
Web site main.			\$400.00.			\$400.00
Ruidoso News						
Vamonos(3).			\$330.75	28.12	Yes	\$358.87
Ruidoso News(2).			\$112.00	38.28	Yes	\$384.96
Ruidoso News						
Tower (20,000)			\$200.00	17.25	Yes	\$277.75
Alamogordo.			\$105.00	8.27	Yes	\$113.27
Hologram			\$101.25	7.97	Yes	\$109.22
Missile Ranger			\$ 86.25	6.79	Yes	\$ 93.04
Carlsbad CA			\$105.00	7.81	Yes	\$112.81
El Paso Times			\$960.00	82.80	Yes	\$1042.80
Las Cruces/Pulse			\$219.69	17.43	Yes	\$237.03
				Tax: \$214.72.		\$2729.75
Sign Company Update Banner.						
			No charge			
Greeter's Facebook.						
						\$618.22
SW Advertising.						
						\$253.65
Total:						\$5598.04

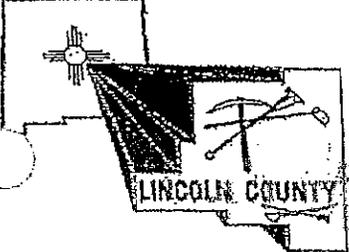
RECEIVED

MAR 09 2015

County of Lincoln

ADMINISTRATION
LINCOLN COUNTY NM

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



www.lincolncountynm.net

NAME OF EVENT: The Frontier Trail DATE(S) OF EVENT: NA - See Attached

NAME OF ORGANIZATIONS(S) APPLYING FOR FUNDING: TinTopTech / Carrizozo Chamber- See Attached

AMOUNT REQUESTED: \$ \$2,000

DESCRIBE EVENT BACKGROUND & RATIONALE: See Attached

HOW WILL YOU ADVERTISE AND MARKET THE EVENT? See Attached

HOW WILL ATTENDANCE AND ORIGIN BE MEASURED? Stacounter Web Analytics - See Attached

HAVE YOU DISCUSSED SPECIAL ROOM PACKAGES DURING YOUR EVENT WITH A LINCOLN COUNTY LODGER? YES NO HOW WILL OCCUPANCY RATES BE REPORTED/TRACKED? Stacounter Web Analytics - See Attached

WHAT PERCENTAGE OF YOUR MEDIA BUDGET WILL BE USED OUTSIDE OF LINCOLN COUNTY? 100 %
WILL YOU HAVE A WEBSITE FOR YOUR EVENT? YES NO See Attached

FUNDS WILL BE USED FOR:

NEWSPAPER ADVERTISING:	\$	_____
RADIO:	\$	_____
MAGAZINE:	\$	_____
INTERNET:	\$	<u>\$1,750</u>
PRINTING:	\$	_____
OTHER:	\$	<u>\$250</u>
TOTAL:	\$	_____

OTHER FUNDING SOURCE & AMOUNT Chamber Membership & Events Advertisement Fees

Please feel free to add additional pages, samples of ads or brochure artwork, etc.

RULES AND REGULATIONS

I understand that these are 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 (90) days following the event or I could forfeit the funds. Funding recommended for approval by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Commission (Governing Body). I also understand that approved funding amounts may differ from the amount requested on the application.

NAME (PRINT) OF APPLICANT MAKING REQUEST: <u>Peter B. Renich</u>
SIGNATURE OF APPLICANT: <u><i>Peter B. Renich</i></u>
ADDRESS/CITY/ZIP: <u>133 Lavano Drive, Box 1202, 88136-1202</u>
PHONE: <u>575.353.3232</u> EMAIL ADDRESS: <u>peterbrandt38@gmail.com</u>
DATE SUBMITTED: <u>March 6th, 2015</u> PRESENTED AT MEETING ON:

Attach any previous year's budget and proposed budget for event. Mail or deliver to Billie-Jo Guevara, Lincoln County, PO Box 711, Carrizozo, NM 88301 or Fax to (575)648-4182.

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

Rural Addressing Fax
(575) 648-2816

Lincoln County Lodgers Tax Submission

NAME OF EVENT: Not Applicable **DATE(S) OF EVENT:** Not Applicable

NAME OF ORGANIZATION(S) APPLYING FOR FUNDING: TinTopTech / Carrizozo Chamber of Commerce

AMOUNT REQUESTED: \$2,000

DESCRIBE EVENT BACKGROUND & RATIONAL: About 3 years ago the communities of Capitan & Carrizozo undertook a collaboration, combining their websites into a single entity. The result is 'The Frontier Trail', promoting tourism and relocation in Capitan, Carrizozo, Corona, Hondo, Lincoln, Nogal, and San Patricio & White Oaks. The funding will be used to update and expand the content specifically aimed to promote and encourage tourism related events, activities, recreation, dining and accommodations, which when updated will include a complete listing of Cabins, Vacation Rentals, Bed & Breakfast, Guest Ranches, RV Parks and Camp Grounds in Rural Lincoln County.

To preserve the community identities, the 2 independent websites share similar content:

The Capitan site, www.villageofcapitan.com has been online since August 8th, 2001

The Carrizozo site, www.carrizozochamber.org has been online since September 16th, 2008

The site may be viewed in its entirety at either website address. See enclosed Sample A (index page)

Of particular note are several key enhancements:

A color coded, categorized guided tour map promoting day and weekend trips to the Frontier Trail linked to specific pages on the website. See enclosed examples B (map) linked to C (Treasure Hunt).

Expand the Relocation Section, the assumption being that browsers seeking to relocate will spend several days or more exploring the region. The section will include a comprehensive description of amenities, housing and land availabilities, statistical & demographic information for each community on the Frontier Trail.

HOW WILL YOU ADVERTISE & MARKET THE EVENT: The Frontier Trail is the primary marketing tool, which currently provides detailed promotional material focused on tourism. There is an additional option of short-term front page display ads for special events. For example the Village of Capitan has promoted the annual 4th of July weekend and solicited 40% of parade applications online during the month preceding the Event. See enclosed example D, a 4-6 week promotion for Smokey Bear Days in Capitan. Collateral support for The Frontier Trail will be undertaken by email newsletters to strategic locations outside Lincoln County.

HOW WILL ATTENDANCE AND ORGIN BE MEASURED: Statcounter Website Analytics

HAVE YOU DISCUSSED SPECIAL ROOM PACKAGES DURING THE WITH A LINCOLN COUNTY LODGER?

No, but intend to do so if the Grant is approved.

HOW WILL OCCUPANCY RATES BE REPORTED/TRACKED? Both websites have tracking software installed. While I will not be able to track actual occupancy rates until after the fact by informal polling, keep an accurate count of hits to the lodging page of both sites for 30-60 days before the event.

During the 2014 tourist season (May 1-Sept. 30) Statcounter recorded 5,218 visitors & 12,472 page views globally.

For the month of February Statcounter recorded 717 visitors & 2,387 page views globally.

WHAT PERCENTAGE OF YOUR MEDIA BUDGET WILL BE USED OUTSIDE OF LINCOLN COUNTY?

100% of the budget will be used to develop and promote the website which has global reach.

WILL YOU HAVE A WEBSITE FOR YOUR EVENT? Yes

FUNDS WILL BE USED FOR: INTERNET: \$1,750 EMAIL NEWSLETTERS: \$250

OTHER FUNDING SOURCES: CHAMBER MEMBERSHIP & ENHANCED EVENT ADVERTISEMENT FEES.

NAME OF APPLICANT MAKING REQUEST: Peter B. Renich

SIGNATURE OF APPLICANT: _____

ADDRESS/CITY/ZIP: 133 Lavano Drive, Box 1202, Capitan New Mexico 88316-1202

PHONE: 575.353.3232 **EMAIL ADDRESS:** peterbrandt38@gmail.com

DATE SUBMITTED: February 6th, 2015 **PRESENTED AT MEETING ON:** _____

LINCOLN COUNTY LODGER'S TAX APPLICATION FOR FUNDING

RECEIVED

AUG 06 2015

Date: 7-28-15

Application Number: 0005

ADMINISTRATION
LINCOLN COUNTY NM

Section 1

Name of Organization: Ruidoso Valley Greeters

Organization is Profit Non-Profit Government Related

Address of Contact: 126 Mira Monte Rd Phone: 575-336-7632
Alto, NM 88312 575-937-1492

Amount requested: 2,000.-

Linda McKinley

If approved, funds will be used in the following manner:

Advertising of Christmas Jubilee held in
Nov 13-14-15, used for posters, brochures, radio, magazines

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.

Linda McKinley
Signature of Contact

7-28-15
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: 7/29/15 Amount approved for recommendation: 1000⁰⁰

Authorized Signature: Dwight A. Legie

Section 3 Lincoln County Board of Commissioners

Meeting date: _____ 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

Minutes for July 29, 2015 special Lodger's Tax Board meeting:

Meeting called to order at 10:13

Role call; James Hobbs, Victor Garrison, David Vigil present. Sue Hutchison and Alice Sealy excused.

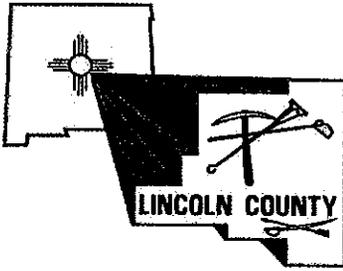
Ruidoso Valley Greeters presented their data and discussed how they were going to use funds for advertising. James Hobbs made a motion to recommend \$1,000.00 and Victor Garrison seconded. All voted 'aye'

The other requestor did not attend therefore no action was taken.

A short discussion among the present members resulted in stating that the Count should look into getting some bill board signs placed near highway intersections where there is a choice to come to Lincoln County or go elsewhere. We will get more information to present to the County Commissioners.

Previous minutes were approved and other documents were reviewed.

Meeting adjourned at 11:15.



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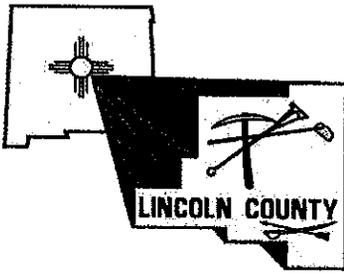
County of Lincoln

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

Agenda Item No. 13

SUBJECT

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



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AGENDA ITEM NO. 14

August 3, 2015

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: FY 2015/2016 CAP/COOP/School Bus Programs Agreements

Purpose: To obtain commission approval of the FY 2015-2016 State Highway Cooperative funding projects by signing the necessary agreements and resolution.

Discussion:

The Department of Transportation is awarding the county funding for the projects the County Commission approved February 2015 by resolution 2014-37 (see **Enclosure 1**). At **Enclosure 2** is Resolution 2015-7 amending Resolution 2014-37 for further processing to the New Mexico Department of Transportation.

At **Enclosure 3** is the School Bus Route Project agreement for approval.

At **Enclosure 4** is the Coop Project agreement for approval.

At **Enclosure 5** is the CAP Project agreement for approval

Recommendation: Approve the attached agreements and Resolution 2015-7 for forwarding to the NMDOT.

RESOLUTION NUMBER 2014-37
NEW MEXICO DEPARTMENT OF TRANSPORTATION
COOPERATIVE ROAD PROGRAMS

WHEREAS, improvement of roads in Lincoln County is essential to the well-being of our citizens; and

WHEREAS, the Board of Commissioners studied, prioritized, and approved FY 2015-2016 cooperative program applications; and

WHEREAS, the New Mexico State Transportation Department has requested our FY 2015-2016 Local Government Road Fund Applications for the projects indicated:

1. **SCHOOL BUS ROUTE PROJECT:** County Road-Cora Dutton Road
Cora Dutton Road-South of Capitan on Hwy 48 MM 18.5 turn West onto Cora Dutton Road project begins and goes .70 miles. Double Pen Chip Seal with Prime Coat.
Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.
State \$58,593.15 County \$19,531.05 Total Cost \$78,124.20.

2. **COOPERATIVE AGREEMENT:** County Road- Cora Dutton Road
Cora Dutton Road-South of Capitan on Hwy 48 MM 18.5 turn West onto Cora Dutton project begins and goes .80 miles. Double Pen Chip Seal with Prime Coat, Haul 1200 tons of Base Course.
Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.
State \$78,853.59 County \$26,284.53 Total Cost \$105,138.12

3. **COUNTY ARTERIAL PROJECT:** County Road- Cora Dutton Road
Cora Dutton Road-South of Capitan on Hwy 48 MM 18.5 turn West onto Cora Dutton project begins and goes 2.00 miles. Double Pen Chip Seal with Prime Coat, Haul 1200 tons of Base Course.
Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.
State \$179,298.84 County \$59,766.28 Total Cost \$239,065.12

NOW, THEREFORE, the Lincoln County Board of Commissioners commits to the completion of the above projects as indicated.

PASSED, APPROVED AND ADOPTED this 17th day of February 2015

Encl 1

Board of Commissioners
Lincoln County, State of New Mexico

Preston Stone, Chairman

Dallas Draper, Vice-Chairman

Blaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

Rhonda B. Burrows, County Clerk

**RESOLUTION NUMBER 2015-7
AMENDING RESOLUTION 2014-37
NEW MEXICO DEPARTMENT OF TRANSPORTATION
COOPERATIVE ROAD PROGRAMS**

WHEREAS, improvement of roads in Lincoln County is essential to the well-being of our citizens; and

WHEREAS, the Board of Commissioners studied, prioritized, and approved FY 2015-2016 cooperative program applications; and

WHEREAS, the New Mexico State Transportation Department has requested our FY 2015-2016 Local Government Road Fund Applications for the projects indicated:

1. **SCHOOL BUS ROUTE PROJECT:** County Road-Cora Dutton Road
Cora Dutton Road-South of Capitan on Hwy 48 MM 18.5 turn West onto Cora Dutton Road project begins and goes .70 miles. Double Pen Chip Seal with Prime Coat.
Plan, Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.
State \$60,872.00 County \$20,291.00 Total Cost \$81,163.00.

2. **COOPERATIVE AGREEMENT:** County Road- Cora Dutton Road
Cora Dutton Road-South of Capitan on Hwy 48 MM 18.5 turn West onto Cora Dutton Road project begins and goes .80 miles. Double Pen Chip Seal with Prime Coat, Haul 1200 tons of Base Course.
Plan, Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.
State \$54,660.00 County \$18,220.00 Total Cost \$72,880.00

3. **COUNTY ARTERIAL PROJECT:** County Road- Cora Dutton Road
Cora Dutton Road-South of Capitan on Hwy 48 MM 18.5 turn West onto Cora Dutton Road project begins and goes 2.00 miles. Double Pen Chip Seal with Prime Coat, Haul 1200 tons of Base Course.
Plan, Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.
State \$159,161.00 County \$53,054.00 Total Cost \$212,215.00

NOW, THEREFORE, the Lincoln County Board of Commissioners commits to the completion of the above projects as indicated.

PASSED, APPROVED AND ADOPTED this 18th day of August 2015

ENCL 2

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

Contract No.	_____
Vendor No.	<u>54389</u>
Project No.	<u>SB-7727(938)16</u>
Control No.	<u>L200310</u>

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2015 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **COUNTY OF LINCOLN**("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, **THE PARTIES AGREE AS FOLLOWS:**

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **Public Entity** for the **plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading & shaping, drainage improvements, and misc. on various county roads**, as described in Project No. **SB7727(938)16** Control No. **L200310** and the Public Entity’s resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is: **EIGHTY ONE THOUSAND ONE HUNDRED SIXTY-THREE DOLLARS AND NO CENTS (\$81,163.00)** to be funded in proportional share by the parties hereto as follows:

a. Department’s share shall be 75%	\$60,872.00
Plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading & shaping, drainage improvements, and misc. on various county roads	
b. The Public Entity’s required proportional matching	
Share shall be 25%	\$20,291.00
For purpose stated above	
c. <u>Total Project Cost</u>	\$81,163.00

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of: **EIGHTY ONE THOUSAND ONE HUNDRED SIXTY-THREE DOLLARS AND NO CENTS (\$81,163.00)**

ENCL 3

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
5. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.
7. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - a. Utility Certification,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances Certification,
 - f. Right of-way acquisition Certification,
 - g. Hazardous substance/waste site(s) contamination,
 - h. Railroad Certification,
 - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico

Professional Engineer, when applicable, as determined by the Department.

9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
10. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
11. Complete the project within 18 months of approval of funding by the State Transportation Commission.
12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
13. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **"Project Certification of Design, Construction, and Cost,"** form, which is attached as Exhibit A.
14. Within thirty (30) days of completion, furnish the Department an **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **"Project Certification of Design, Construction, and Cost"** form.
15. Failure to provide the **"Project Certification of Design, Construction, and Cost"** form and an **"AS BUILT Summary of Costs and Quantities"** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
16. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.
3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This

paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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 the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2016.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – 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 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION TWENTY – SEVERABILITY:

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION TWENTY-ONE – APPLICABLE LAW:

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978.

SECTION TWENTY-TWO – AMENDMENT:

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

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S
OFFICE OF GENERAL COUNSEL**

By: _____ Date: _____
Assistant General Counsel

LINCOLN COUNTY

By: _____ Date: _____
County Chairman

ATTESTED

By: _____ Date: _____
County Clerk

**EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

Contract No. _____
Vendor No. 54389
Project No. SP-2-16(906)
Control No. L200267

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2015 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and **LINCOLN COUNTY**, ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **LINCOLN COUNTY** for the **Plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading & shaping, drainage improvements, misc. on various county roads**, as described in Project No. **SP-2-16(906)**, Control No. **L200267** and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **Seventy-Two thousand eight hundred and eighty dollars and no cents (\$72,880.00)** to be funded in proportional share by the parties hereto as follows:

- a. **Department's** share shall be **75%** **\$54,660.00**
Plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading & shaping, drainage improvements, misc. on various county roads
- b. The **Public Entity's** required proportional matching
Share shall be **25%** **\$18,220.00**

For purpose stated above

c. **Total Project Cost** **\$72,880.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **Seventy-Two thousand eight hundred and eighty dollars and no cents (\$72,880.00)**.

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
5. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.
7. Be responsible, for performing or directing the performance, of all pre-construction activities,

including, but not limited to, the following:

- a. Utility Certification,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances Certification,
 - f. Right of-way acquisition Certification,
 - g. Hazardous substance/waste site(s) contamination,
 - h. Railroad Certification,
 - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
 9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
 10. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
 11. Complete the project within 18 months of approval of funding by the State Transportation Commission.
 12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
 13. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund

projects, by submitting the **“Project Certification of Design, Construction, and Cost,”** form, which is attached as Exhibit A.

14. Within thirty (30) days of completion, furnish the Department an **“AS BUILT Summary of Costs and Quantities”** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **“Project Certification of Design, Construction, and Cost”** form.
15. Failure to provide the **“Project Certification of Design, Construction, and Cost”** form and an **“AS BUILT Summary of Costs and Quantities”** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
16. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity’s local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.

3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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 the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement.

Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2016.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – 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 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION TWENTY – SEVERABILITY:

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION TWENTY-ONE – APPLICABLE LAW:

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978.

SECTION TWENTY-TWO – AMENDMENT:

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

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S
OFFICE OF GENERAL COUNSEL**

By: _____ Date: _____
Assistant General Counsel

LINCOLN COUNTY

By: _____ Date: _____
County Chairman

ATTESTED

By: _____ Date: _____
County Clerk

**EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name Date

Print Name

Title

Contract No. _____
Vendor No. 54389
Project No. CAP-2-16(406)
Control No. L200302

COUNTY ARTERIAL PROGRAM AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2015 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (“Department”) and **THE COUNTY OF LINCOLN** (“Public Entity”).

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **LINCOLN COUNTY** for the **plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading & shaping, drainage improvements, misc., on various county roads**, as described in Project No. **CAP-2-16(406)**, Control No. **L200302** and the Public Entity’s resolution attached as Appendix C (“Project”). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **TWO HUNDRED TWELVE THOUSAND TWO HUNDRED FIFTEEN DOLLARS and no cents. (\$212,215.00)** to be funded in proportional share by the parties hereto as follows:
 - a. **Department’s share shall be 75%** **\$159,161.00**
Plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading & shaping, drainage improvements, misc. on various county roads
 - b. The **Public Entity’s** required proportional matching
Share shall be **25%** **\$53,054.00**

For purpose stated above

c. **Total Project Cost** **\$212,215.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **TWO HUNDRED TWELVE THOUSAND TWO HUNDRED FIFTEEN DOLLARS and no cents. (\$212,215.00)**.

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
5. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.

7. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - a. Utility Certification,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances Certification,
 - f. Right of-way acquisition Certification,
 - g. Hazardous substance/waste site(s) contamination,
 - h. Railroad Certification,
 - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
10. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
11. Complete the project within 18 months of approval of funding by the State Transportation Commission.
12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
13. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established

Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the “**Project Certification of Design, Construction, and Cost,**” form, which is attached as Exhibit A.

14. Within thirty (30) days of completion, furnish the Department an “**AS BUILT Summary of Costs and Quantities**” form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in “**Project Certification of Design, Construction, and Cost**” form.
15. Failure to provide the “**Project Certification of Design, Construction, and Cost**” form and an “**AS BUILT Summary of Costs and Quantities**” report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
16. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity’s local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.

3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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 the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement.

Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2016.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – 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 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION TWENTY – SEVERABILITY:

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION TWENTY-ONE – APPLICABLE LAW:

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978.

SECTION TWENTY-TWO – AMENDMENT:

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

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____

Cabinet Secretary or Designee

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S
OFFICE OF GENERAL COUNSEL**

By: _____ Date: _____

Assistant General Counsel

COUNTY OF LINCOLN

By: _____ Date: _____

County Chairman

ATTESTED

By: _____ Date: _____

County Clerk

**EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

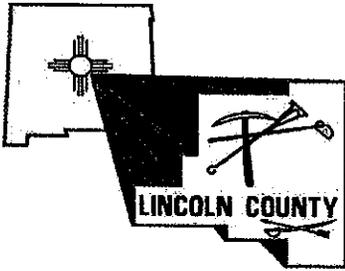
And completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name Date

Print Name

Title



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

August 13, 2015

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: FY 17-21 Infrastructure Capital Improvement Plan (ICIP)

Purpose: To obtain final approval of Resolution 2015-5, adopting approved FY 2017-2021 ICIP for submission to DFA by deadline of September 2, 2015.

Discussion:

At its July 21, 2015 meeting, the Commission approved and discussed priorities to the projects to be included in the FY 2017-2021 Infrastructure Capital Improvement Plan. At **Enclosure 1** is a summary page of the identified ICIP projects. The projects for 2017 include:

2017-001	Expand Detention Center	\$ 537,000
2017-002	Expand White Oaks Fire Station	\$ 255,000
2017-003	Renovate Lincoln County Medical Center	\$ 700,000
2017-004	Ruidoso Health Center – Replace Heating/Cooling Unit	\$ 60,000

Manager is finalizing the formal ICIP to be submitted to the Department of Finance and Administration. It is important that the County identifies its top priorities for 2017, as those will be submitted to our state Legislative Delegation for assistance in obtaining funds. There is adequate time for Commission directive to reprioritize or add additional projects to the ICIP. The Department of Finance and Administration requires that the Commission approve a resolution adopting the FY 2017-2021 ICIP. See enclosure 2.

Recommendation: Provide direction to the final prioritization to the FY17 – 21 ICIP, and approve Resolution 2015-5 adopting FY 2017-2021 ICIP.

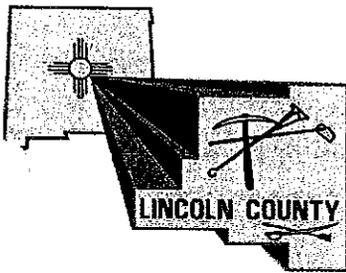
County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

Infrastructure Capital Improvement Plan FY 2017-2021

Lincoln County Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2017	2018	2019	2020	2021	Total Project Cost	Amount	
												Funded	Not Yet Funded
28733	2017	001	Expand Detention Center	Domestic Violence Facilities	163,000	537,000	0	0	0	0	700,000	537,000	No
23877	2017	002	Expand White Oaks Fire Station	Fire	45,000	255,000	0	0	0	0	300,000	255,000	No
31200	2017	003	Lincoln County Medical Center Renovation	Health-Related Cap Infra	0	2,000,000	0	0	0	0	0	0	No
31205	2017	004	Ruidoso Health Center Replace Heating - Cooling Un	Health-Related Cap Infra	0	60,000	0	0	0	0	0	0	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
31203	2018	003	ADA Upgrades to Senior Centers	Senior Facilities	0	0	100,000	0	0	0	0	0	No
29713	2018	004	New Horizons Health Center Renovations	Health-Related Cap Infra	70,810	0	500,000	500,000	500,000	0	1,500,000	1,500,000	Yes
28949	2019	001	Live Fire Training Facility	Fire	0	0	700,000	0	0	0	700,000	700,000	No
29037	2019	002	Water Crossings At Fairgrounds	Public Safety Equipment/Bldgs	0	0	700,000	0	0	0	700,000	700,000	No
27264	2020	001	Glencoe Bridge	Hwy/Roads/Streets/Bridges	0	0	0	100,000	0	0	100,000	100,000	No
10779	2020	003	Fire Station Water Holding Tanks	Fire	0	0	0	30,000	0	0	30,000	30,000	No
Number of projects:		12											
Grand Totals		208,000		792,000		2,580,000		500,000		4,710,000		4,502,000	



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County of Lincoln

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AGENDA ITEM 16

August 11, 2015

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Safety Net Care Pool & Indigent Health Care Claims

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

Discussion:

Safety Net Care Pool Authorizations: This month our coordinator processed twelve (12) claims, all of which are recommended for approval. If approved, the total recommended authorization this month is \$23,719.32. See *Enclosure 1*.

Indigent Health Care Claims: This month our coordinator processed four (4) claims, all are recommended for approval. If approved, total recommended payment this month is \$7,437.64. At *Enclosure 2* is a summary of total applications approved and denied. At *Enclosure 3* is the summary of the Indigent Fund Meeting for August.

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. To date, the total expenditure is \$13,635.83 or an average of \$6,817.92 a month. At this pace, we will spend \$81,815 in FY 15 – 16, in the indigent claim line item.

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. To date, the total authorization is \$39,173.59 or an average of \$19,586.80 a month.

Recommendation: Approve the claims as indicated for the Safety Net Care Pool report at *Enclosure 1* and the Indigent Health Care Program report as indicated at *Enclosure 2*.

Approved: _____
Preston Stone, Chairman

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

SCP / SAFETY NET CARE POOL CLAIMS FISCAL YEAR 2015 - 2016

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$15,454.27

ADJUSTMENTS

TOTAL ADJUSTMENTS: \$0.00 \$0.00

AUGUST # CLAIMS FOR APPROVAL	12
# CLAIMS FOR DENIAL	0
AUGUST # TOTAL CLAIMS	12

AUGUST TOTAL \$ AMOUNT APPROVED \$23,719.32

TOTAL # CLAIMS THIS FY APPROVED	29
TOTAL # CLAIMS THIS FY DENIED	3
TOTAL # CLAIMS FY 2015 - 2016	32

TOTAL APPROVED THIS FISCAL YEAR \$39,173.59

ENCL 1

FACILITY: LINCOLN COUNTY MEDICAL CENTER

08/18/2015 THROUGH 08/18/2015

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
21056	06/10/2015	1029.00	792.33	077%
21057	07/10/2015	164.60	126.74	077%
21058	06/10/2015	20179.00	3392.52	017%
21059	05/31/2015	5003.00	3852.31	077%
21060	05/14/2015	3386.00	2607.22	077%
21061	04/28/2015	26099.00	8690.87	033%
21063	06/26/2015	672.00	517.44	077%
21064	06/04/2015	98.40	75.77	077%
21071	05/20/2015	568.60	437.82	077%
21066	07/13/2015	77.00	59.29	077%
21067	07/13/2015	2097.00	1614.69	077%
21068	06/30/2015	2016.00	1552.32	077%

23719.32

APPROVED- 12 REJECTED-

INDIGENT HEALTH CARE CLAIMS FISCAL YEAR 2015 - 2016

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$6,198.19

ADJUSTMENTS
 UNM Hospital claim #20449 \$354.20

TOTAL ADJUSTMENTS: \$354.20

AUGUST # CLAIMS FOR APPROVAL	4	
# CLAIMS FOR DENIAL	0	
AUGUST # TOTAL CLAIMS	4	

AUGUST TOTAL \$ AMOUNT APPROVED \$7,437.64

TOTAL # CLAIMS THIS FY APPROVED	9	
TOTAL # CLAIMS THIS FY DENIED	1	
TOTAL # CLAIMS FY 2015 - 2016	10	

CURRENT TOTAL APPROVED THIS FISCAL YEAR \$13,635.83
 *Assuming the above is approved

FACILITY: DONA ANA MEDICAL SUPPLY DBA LINC 08/18/2015 THROUGH 08/18/2015

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
21069	03/24/2015	50.72	50.72 100%
21070	04/24/2015	50.72	50.72 100%
			101.44

APPROVED- 2 REJECTED-

FACILITY: NEW MEXICO ONCOLOGY HEMATOLOGY 08/18/2015 THROUGH 08/18/2015

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
21065	07/02/2015	50.00	38.50 077%
			38.50

APPROVED- 1 REJECTED-

FACILITY: PRESBYTERIAN HOSPITAL 08/18/2015 THROUGH 08/18/2015

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
21062	06/06/2015	34358.00	7297.70 021%
			7297.70

APPROVED- 1 REJECTED-

YTD

INDIGENT FUND MEETING

AUGUST 18, 2015

TOTAL APPLICATIONS	42	
TOTAL APPROVED	38	52,809.42
TOTAL DENIED	4	
RUIDOSO		
DONA ANA MEDICAL SUPPLY DBA LINC		
APPROVED-	3	279.68
DENIED-		
ALAMOGORDO		
GERALD CHAMPION REGIONAL MED CTR		
APPROVED-	3	5,981.45
DENIED-		
RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		
APPROVED-	29	39,173.59
DENIED-	3	
ALBUQUERQUE		
NEW MEXICO ONCOLOGY HEMATOLOY		
APPROVED-	2	77.00
DENIED-	1	
ALBUQUERQUE		
PRESBYTERIAN HOSPITAL		
APPROVED-	1	7,297.70
DENIED-		

INDIGENT FUND MEETING

AUGUST 18, 2015

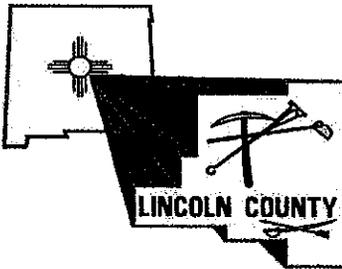
TOTAL APPLICATIONS	16	31,156.96
TOTAL APPROVED	16	
TOTAL DENIED		

RUIDOSO		
DONA ANA MEDICAL SUPPLY DBA LINC		101.44
APPROVED-	2	
DENIED-		

RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		23,719.32
APPROVED-	12	
DENIED-		

ALBUQUERQUE		
NEW MEXICO ONCOLOGY HEMATOLOY		38.50
APPROVED-	1	
DENIED-		

ALBUQUERQUE		
PRESBYTERIAN HOSPITAL		7,297.70
APPROVED-	1	
DENIED-		



County of Lincoln

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

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Agenda Item ¹⁷19

August 18, 2015

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Manager's Report

- Lincoln County Drug Court.** The Twelfth Judicial District Court Newsletter was distributed on July 28th. See **Enclosure 1**. In that publication, the Honorable James W. Counts, newly elected Chief Judge by his peers, announced that he has determined that the Juvenile Drug Court in Lincoln County should be closed down. He quotes a number of statistics that are in dispute by individuals supporting the continuation of the Juvenile Drug Court. I am in the process of obtaining the statistics for the program in New Mexico. Per the Newsletter, he also considered the fact that Lincoln County will shortly have a new judge, Dan Bryant, who in Judge Counts' opinion, should not be saddled with the responsibility of this program. Manager has been in contact with Mr. Bryant, District Attorney and others who are opposed to the discontinuance of this program. I request the Commission provide direction to issue a letter on behalf of the County Commission to maintain this program in Lincoln County, and to address it at a later date once Mr. Bryant is in his formal role as 12th Judicial District Judge – Lincoln County and has had time to assess the program. Per the Newsletter, ***the Investiture Ceremony for the Honorable Daniel A. Bryant will be held on Friday, August 28th at 1:30 p.m. in the ceremonial courtroom at the Lincoln County District Court.***
- Lincoln County Juvenile Justice Board.** At its July Commission meeting, the Commission approved the additional funds, up to \$5,000, required to provide the Lincoln County Juvenile Justice Board with liability insurance, as required by New Mexico Children, Youth and Family Division; also naming CYFD as an additional insured. Although we have not received the policy to date, the County did receive Confirmation of Coverage this week for the amount of \$2,536.00. Without this policy, the County would not have been able to receive the Grant that is the mainstay of this critical program. At **Enclosure 2** is the LCJJB annual report for FY14-15, showing that a total of 155 youth have served in the various programs during the year. As the goals of the program include reducing delinquency of youth who commit petty misdemeanors or status offences and to reduce recidivism and divert youth from further involvement in the juvenile justice system, LCJJB strongly supports the continuance of the Drug Court in Lincoln County.

3. **Multi-Jurisdictional Effort for Mitigation Planning.** As relayed last month, the Village of Ruidoso has invited the County to participate in its proposed Multi-Jurisdictional Mitigation Plan. Other participants include the City of Ruidoso Downs, Capitan, Carrizozo and Corona. County representatives met with the Village of Ruidoso and Ruidoso Downs, along with the NMDHS&EM coordinator on Monday, July 27th. The County team expressed an interest in pursuing this joint plan with municipal governments in Lincoln County, as the County Mitigation Plan will expire at about the same time that the new plan will commence. It will result in significant savings to the County for the re-development of the Plan, as well as enhance our partnership with our neighbors regarding forest health.

4. **PILT.** Steve Kopelman, Executive Director for the New Mexico Association of Counties provided an update on two pieces of PILT legislation that were introduced shortly before the chambers began their summer recess.

S. 1925 (Heinrich): On Tuesday, August 4, 2015, Sen. Martin Heinrich introduced S. 1925, a bill to extend the secure rural schools and community self-determination program and to make permanent the payment in lieu of taxes program and the land and water conservation fund. The bill was introduced with 14 Cosponsors.

H.R. 3257 (Meadows/Polis): On Tuesday, July 28, 2015, Rep. Mark Meadows introduced H.R. 3257, the PILT and SRS Certainty Act. The bill was introduced with 3 cosponsors: The bill would reauthorize the SRS program for 5 years and provide five years of funding for PILT at an annual level capped at \$450 million

5. **2016 Capital Outlay Project Application Workshops.** Hubert Quintana of SNMEDD notified local governments that SNMEDD would be hosting Capital Outlay Project Application Workshops throughout August. County employees will attend the August 27th workshop held in Ruidoso Downs. See **Enclosure 3**.

6. **RFP for Solid Waste Collection.** Work is progressing on the development of the RFP. Our goal is to have that issued by September 1st with solid waste collection services for the County to commence on January 1st. Prior to issuing the RFP, the County is attempting to resolve several key issues with GSWA. Commissioner Stewart has requested the following items be place on the GSWA Agenda:

- a. To continue to provide solid waste collection services to the County on a month-to-month basis until Lincoln County can complete their procurement process and contract for these services (anticipated to be through December 31st) at the existing terms under which it is currently providing services (At May 5th meeting, County Commission approved the lump sum payment of \$44,691 to GSWA on the 15th each month and on the 1st of each month thereafter on a month-to-month basis for services as currently provided;
- b. To provide the County GSWA's list of assets used to provide services to Lincoln County, including the type, age of and residual value of the equipment, and terms for the transfer of this equipment (as may be required) to Lincoln County;
- c. To acknowledge Lincoln County's right, as a member of GSWA, to utilize the member disposal fee at the landfill once a Provider of Solid Waste Collection Services has been selected and contracted by the County.

In addition, County needs to meet with the Mayor, Village Manager and Attorney of the Village of Ruidoso to formally request that it enter into an agreement with the County to allow the County's solid waste provider use of the VOR's transfer station, under certain circumstances. *Request directive from Commission to set up that meeting.*

7. Building Project Updates

- *Public Officials Building / Sheriff's Complex.* Complete. Walk-through inspection August 24; Final inspection August 31st.
- *Annex Building.* Complete. Walk-through inspection to be scheduled next week;
- *Carrizozo Senior Center.* Contract approved today. Construction to commence once all paperwork is in.

8. Additional calendar items:

- August 17 - Picacho Community Meeting re: Power Outages; PRC Commissioner Patrick Lyon invited to attend;
- August 19 – Multiline Pool Board Meeting – Santa Fe; Manager Taylor;
- August 26 - Southeast Regional Transportation Planning Organization (SERTPO); Commissioner Draper;
- August 27 – 2016 Capital Outlay Project Application Workshops;
- August 28 – 1:30; Investiture Ceremony for the Honorable Daniel A. Bryant; Ceremonial Courtroom
- September 2 – ICIP Filing Deadline
- September 15 – Commission Meeting;
- September 21 – 24 – Auditors in the House
- November 11th – Groundbreaking Ceremony – Ft. Stanton Veteran's Cemetery

9. Departmental Updates:

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

Throughout the months of July and August, County employees have been plagued with personal and family illnesses and losses of loved ones. The comradery and professionalism of our County team resulted in an effort to cover all the bases of those who could not be at work, in a manner that ensured County obligations were met. **HATS OFF** to this County team of employees and public officials.



Twelfth Judicial District Court Newsletter

July 28, 2015

Issue 3

In This Issue

- Attorney Dan Bryant Appointed to Division III
- Investiture Ceremony
- A Word From Chief Judge Counts
- FY2015 Case Filings
- Congratulations
- Interpreters
- Domestic Relations E-Filing
- Issue Docs
- Proposed Orders
- Clerk's Office Hours of Operation
- Otero County Judicial Complex

Attorney Dan Bryant Appointed to Division III

Governor Susana Martinez appointed attorney Dan Bryant to the Division III seat in Lincoln County, New Mexico which became open with the retirement of the Honorable Karen L. Parsons. Mr. Bryant will take the bench on August 29, 2015.

Investiture Ceremony

The Investiture Ceremony for the Honorable Daniel A. Bryant will be held on Friday, August 28, at 1:30 p.m. in the ceremonial courtroom at the Lincoln County District Court.

A Word from Chief Judge Counts

With the retirement of the Honorable Karen L. Parsons, the Honorable James W. Counts was elected as the new Chief Judge for the court.

The courts of New Mexico have begun the process of assembling the Unified Court Budget for fiscal year 2017. There is an elaborate process involved in working out the details of the budget that gets presented to the Legislature. The Court Budget Committee (Chaired by Honorable Jerry H. Ritter, Jr.) receives input from the Chief Judges' Counsel as to priorities for the budget. Each district presents their proposed budget and must defend any increases requested. Despite the fact that the courts are allocated less than 5% of the State's budget, the courts work very hard to be responsible stewards of the moneys we receive.

As I assume the responsibilities as chief for the Twelfth Judicial District, I am reviewing every aspect of our operation to assure that we are getting the biggest bang for the limited bucks we receive each year. This district was an early adopter of the drug court model for alternatives to incarceration for drug addicted defendants. While there have been some great successes, we have over the years been forced to acknowledge that some programs are not working. Drug courts are an enormously expensive approach to the plague of drug addiction. When drug courts work, however, they result in significant savings in other parts of the system - principally corrections and probation. If we turn a drug addicted person away from substance abuse and towards becoming a responsible, non-crime committing person, all of society benefits. When we fail to make a positive impact, we are throwing good money after bad in the unsuccessful effort.

Drug courts make enormous demands on the time of the supervising judge. At least half a day every other week must be set aside to review client progress and then have one-on-one, face-to-face in-court sessions with each participant. If it works, it is a wise investment. When it doesn't, it's a waste of time and money that could be better spent hearing other matters that are clamoring for the judge's attention.

Since we will have a new judge shortly in Lincoln County, I have focused particular attention on the drug court programs there. There is a STEEP learning curve for new judges to adjust to the role of and demands put upon a judge. It can be daunting - even for highly experienced lawyers. For a number of reasons I have determined that the Juvenile Drug Court in Lincoln County should be closed down. As of the end of June, 2015, there were only 3 active participants in the program. The cost per client per day is \$63.52. The statewide average cost per client per day for drug court programs is \$21.97. Thus, the Lincoln County program is costing three times the statewide average. Further, there is a mere 25% retention rate for participants. The statewide average is over three times higher - 81.64%. Retention rates are an important indicator of the success of a program. Thus, the program has one-third the retention of participants at a cost three times higher than the statewide average! If a caring, experienced, and dedicated judge like Judge Parsons could not make a success of this program, I am unwilling to saddle a new judge with the responsibility of a troubled program at a time when they will have their hands full learning their new job. I have, for the time being, left the adult drug court program in Lincoln County in place. By closing the juvenile program, we will be able to reallocate some resources to the adult program to try to help assure its success. It will be up to the new judge, in consultation with the other judges in the district, to decide what, if any, further changes need to be made to that program.

James W. Counts
Chief Judge

FY2015 Case Filings (July 1, 2014 - June 30, 2015)

<u>Criminal</u>	<u>New</u>	<u>Re-Opened</u>	<u>Total</u>
Judge Ritter, Division I	232	235	467
Judge Counts, Division II	249	189	438
Ret. Judge Parsons, Division III	279	135	414
Judge Schneider, Division IV	240	169	409
<u>Family</u>	<u>New</u>	<u>Re-Opened</u>	<u>Total</u>
Judge Ritter, Division I	307	91	398
Judge Counts, Division II	303	80	383
Ret. Judge Parsons, Division III	243	71	314
Judge Schneider, Division IV	300	60	360
<u>Civil</u>	<u>New</u>	<u>Re-Opened</u>	<u>Total</u>
Judge Ritter, Division I	224	6	230
Judge Counts, Division II	224	14	238
Ret. Judge Parsons, Division III	210	10	220
Judge Schneider, Division IV	221	13	234

<u>Probate</u>	<u>New</u>	<u>Re-Opened</u>	<u>Total</u>
Judge Ritter, Division I	38	0	38
Judge Counts, Division II	38	1	39
Ret. Judge Parsons, Division III	82	6	88
Judge Schneider, Division IV	43	1	44
<u>Grand Total</u>	<u>New</u>	<u>Re-Opened</u>	<u>Total</u>
Judge Ritter, Division I	1370	429	1133
Judge Counts, Division II	1378	344	1098
Ret. Judge Parsons, Division III	1349	306	1036
Judge Schneider, Division IV	1368	315	1047

Congratulations

- Dorella Molina has been selected as the court's new Court Financial Manager and will serve as its Chief Financial Officer.
- Wesley Patterson has been selected as the court's new Business Specialist.

Interpreters

- This is a reminder that it is the attorney's responsibility to submit a request for interpreter with as much advance notice as possible. It is also the attorney's responsibility to cancel the interpreter by filing a Notice of Cancellation as soon as it is known that the interpreter is no longer needed.

Domestic Relations E-Filing

- Effective July 1, it became mandatory that attorneys electronically file some domestic relations cases in district court. The e-filing requirement applies to the following case types: adult adoption, child support, custody and visitation, dissolution, dissolution with custody, domestic kinship/guardianship, domestic matters miscellaneous, juvenile emancipation and parentage. The new requirement for electronic filing does not apply to self-represented parties in these cases, the Child Support Enforcement Division, or attorneys from agencies such as COPE and Legal Aid. This does not cover certain types of domestic relations matters including domestic violence or cases that are sealed such as juvenile adoption and abuse and neglect.

Issue Docs

- The Court no longer accepts issue docs through the issue docs e-mail (aladissuedocs@nmcourts.gov or caldissuedocs@nmcourts.gov). Effective July 1, these documents are required to be submitted through File & Serve. These documents include subpoenas, writ of garnishment, letters of guardianship or conservatorship, letters of testamentary or administration, issuance of summons, transcript of judgment, writ of execution, writ of garnishment, notice of suit, notice of pendency, and certificate as to the state of the record.
- We are working to obtain an electronic Court Seal in File and Serve. Until then, the Clerk's office will reject your issue doc with a comment indicating the clerk will file the document after it is issued. We expect to have this matter resolved within the next few weeks.

**Lincoln County Juvenile Justice Board
Final Report For the period**

**July 1st 2014 through June 30th 2015
Agreement No. 15-690-00-17339**

JUNE 30TH 2015

**PREPARED BY TED ALLEN
LCJB COODINATOR**

SECTION ONE

Achievements, obstacles, and progress made regarding performance measures and related outcomes.

Lincoln County Juvenile Justice Board

Goal

To improve the Juvenile Justice System and decrease incidences of Juvenile Delinquency in Lincoln County while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost effective services and temporary non-secure alternatives to detention in Lincoln County for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Lincoln County Juvenile Justice Board is a 501c.3 non-profit organization and a registered charity with the State of New Mexico. In contract with the County of Lincoln, the LCJJB maintains a juvenile justice advisory board referred to as a Community Advisory Board (CAB) by statute in the Juvenile Justice Continuum Act and the New Mexico Administrative Code 8.14.13.7 (E).

The LCJJB has developed and is improving the "Comprehensive Strategy Plan" for juvenile justice and detention reform in Lincoln County. This document is updated periodically. (Please see LCJJB Strategic Planning documents attached).

The LCJJB has set policy for the plan and related activities in the plan and under our agreement with Lincoln County and New Mexico Children Youth and Families Department. The LCJJB has determined the duties of the LCJJB Coordinator and is in accordance with the scope of work of the agreement. The LCJJB has provided oversight of the programs and services through monthly meetings. We have continued to work with the County of Lincoln and the Village of Ruidoso to improve collaboration among and between local resources and our service providers. The LCJJB maintains a plan for sustainability of the programs and services implemented by the LCJJB.

During this reporting period the LCJJB through its programs and services has worked towards the following performance measures as required in our agreement.

Performance Measures:

- Number of youth served in the programs
155 youth in the six programs 103 unique IDs
- Number of youth completing all program requirements
Data not available at this time
- Number of youth who reoffend while in program or 90 days after
Data not available, need FACTS access

Challenges

- New coordinator hired in November 2014
- Not fully oriented and trained when 2015-2016 grant was due
- Transfer of important information not systematic
- Need for standardization and updated organizational systems
 - Policy and procedure
 - Administrative and Financial Standards
 - Data gathering and interpretation
 - Within and between multiple data collection systems...FACTS/SARA/GAIN
 - Reporting, research, and documentation
 - Community outreach plan needs update

Opportunities

- To build organizational capacity focusing on internal/external systems
- Develop and implement comprehensive community outreach plan
- Engaging youth, families and communities more proactively
- Connecting local network partners for collective impact
- Sharing successes and challenges with local, state and national partners

Girls Circle Program

Goal:

To increase girls' self-esteem and positive relationship skills in order to reduce the risk of delinquent behavior.

Objective:

To provide an evidence-based gender-specific program for females who are at risk for delinquent behavior.

Activities:

During this reporting period Girls Circle Program and facilitators have worked towards the following performance measures as required in our agreement.

Performance Measures:

Number and demographics of youth referred to program

21 total girls ages 13-18

12 hispanic 5 caucasian 3 native american 1 African American

2/13 year olds, 10/14-15 year olds, 7/16-17 year olds, 2/18 year olds

Number of youth who attend sessions weekly

5-10

Number of youth that completed the program

20

Number of youth who report increased sense of self-esteem and enhanced positive relationship skills

Data not available at this time

Challenges

Not having our own space for programming

Communication between and among program staff

Need for resources to support training and staff meeting time

Opportunities

Excellent program with good track record

Young women involved respond well to positive role models adult

Possibilities for expanding programming to other young women in the county

Potential for providing more training opportunities for staff and partners

Citation Program

Goal:

To reduce the rate of delinquency of youth who commit petty misdemeanors or status offenses.

Objective:

To provide intake assessments and educational classes to youth and family referred by the juvenile probation office. Classes address family issues and goals; relationship skills; self-esteem; anger management; decision-making and life skills.

Activities:

During this reporting period the Citation Program facilitator has worked towards the following performance measures as required in our agreement.

Performance Measures:

Number and demographics of youth referred to program

35 youth ages 8-18 19 male 16 female
14 Hispanic 8 Caucasian 2 African American 1 pacific islander
1/8 year old, 2/12 year olds, 3/13 year olds, 11/14-15 year olds
16/16-17 year olds, 2/18 year olds

Number of intake assessments completed

35

Number of youth and/or families who attend all classes as required

30

Number of youth completing community service as required

30

Number of youth and/or families who report increased ability to successfully address issues leading to the citation.

Data not available at this time

Challenges

Communication between and among program staff and system partners
Need for resources to support training and staff meeting time

Opportunities

Excellent program with good track record
Case management, wrap around, parent engagement
Youth respond well to positive relationships and someone watching/listening
Cost effectiveness/positive impacts of Citation for first offenders

Intensive Community Monitoring Program

Goal:

To reduce recidivism and divert youth from further involvement in the juvenile justice system.

Objective:

To provide temporary alternative to detention and case management for youth referred by the juvenile probation office. Services include: home visits, daily phone contact and site visits to school or work to ensure that the youth complete all required sanctions. Youth are seen a minimum of three times a week, receive daily telephone contact, and at least two weekly additional contacts by, by phone or in person, or at school or in the community.

Activities:

During this reporting period the ICM Case managers have worked towards the following performance measures as required in our agreement.

Performance Measures:

Number and demographics of youth referred to program

41 youth ages 15-19 32 male 9 female

25 hispanic 13 caucasian 3 native american

8/14-15 year olds, 26/16-17 year olds, 3/18 year olds, 1 /19 year old

Number of intake assessments completed

41

Number of successful contacts with youth while enrolled in program

189

Number of youth who successfully complete all sanctions as required

Data not available at this time, need access to FACTS

Number of youth who complete the program

Data not available at this time, need access to FACTS

Challenges

Lack of clear data collection and integration guidance

Communication between and among program staff and system partners

Need for resources to support training and staff meeting time

Opportunities

Excellent program with good track record

Neighborhood based youth development/positive role models

Youth respond well to positive relationships and someone watching/listening

Cost effectiveness/positive impacts of ICM as an alternative to detention

Restorative Justice Program

Goal:

To reduce recidivism by reconnecting youth who have committed a crime to the community through increasing individual personal accountability and empathy for others.

Objective:

To provide restorative justice programming that includes three sessions: one for the victims; one with the offenders; and a final conference with both victims and offenders as well as community stakeholders in order to facilitate mediation and reparation.

Activities:

During this reporting period the Restorative Justice facilitator has worked towards the following performance measures as required in our agreement.

Performance Measures:

Number and demographics of youth referred to program.

7 youth **ages 14-17** **1 male** **6 female**
7 hispanic
3/14-15 year olds, 4/16-17 year olds

Number of youth who attend all sessions as required.

7

Number of reparation plans completed.

7

Number of victim satisfaction debriefings completed.

7

Challenges

Communication between and among program staff and system partners
Need for resources to support training and staff meeting time

Opportunities

Excellent program with good track record
Neighborhood based youth development/positive role models
Youth respond well to positive relationships and someone watching/listening
Cost effectiveness/positive impacts of Restorative Justice

Trauma Assessment Program

Goal:

To reduce recidivism and divert youth from further involvement with the juvenile justice system.

Objective:

To provide trauma assessments by a licensed clinician to youth referred by the juvenile probation office. Youth who meet the criteria for post-traumatic stress disorder (PTSD) will be referred to services in the community for treatment.

Activities:

During this reporting period the Trauma Assessment clinician has worked towards the following performance measures as required in our agreement.

Performance Measures:

Number and demographics of youth referred to program.

26 youth ages 4-18 19 male 7 female
9 hispanic 15 caucasian 2 native american
1/4 year old, 1/6 year old, 1/7 year old, 1/9 year old, 4/12 year olds,
3/13 year olds, 6/14-15 year olds, 8/16-17 year olds, 2/18 year olds

Number of assessments completed.

26

Number of youth identified as meeting criteria for PTSD.

26

Number of youth who access services identified on individual service plans.

Data not available at this time

Challenges

Communication between and among program staff and system partners
Need for resources to support training and staff meeting time

Opportunities

Excellent program with good track record
Identify and support youth early before significant contact with JJ system
Youth respond well to positive relationships and offering assistance
Cost effectiveness/positive impacts of Trauma Assessment

SECTION TWO

Accomplishments/milestones achieved during the agreement period

July 2014	Five programs operating, monthly LCJJB Board meeting
August 2104	Five programs operating, monthly LCJJB Board meeting
September 2014	Five programs operating, monthly LCJJB Board meeting
October 2014	Five programs operating, monthly LCJJB Board meeting JJAC meeting in Santa Fe
November 2014	Five programs operating, monthly LCJJB Board meeting New Coordinator Hired, Restorative Justice Facilitator Hired
December 2014	Five programs operating, RJ Facilitator in training, Completed JJAC grant application Contact with Senator Ortiz Y Pino regarding youth issues Chair of NM Legislative Health and Human Services Committee
January 2015	Six programs operating, monthly LCJJB Board meeting Opportunity Youth meetings with Region IX Meeting w/Mayor of Ruidoso Presentation to Lincoln County Commission High Mountain Youth Project meeting
February 2015	Six programs operating, monthly LCJJB Board meeting High Mountain Youth Project visit to Assurance Home Work w/ Ruidoso High School- Restorative Justice in School setting
March 2015	Six programs operating, monthly LCJJB Board meeting Coordinators and JJAC meeting Taos High Mountain Youth Project meeting Contact with NM Legislative Health and Human Services Committee staff
April 2015	Six programs operating, monthly LCJJB Board meeting Working w/ NMLHHSC- systems integration for positive youth outcomes Mapper Earl Bell regarding Youth and Community Mapping Meeting w/LC Commissioner regarding Youth Master Planning Reaching out to National and Community Service Partners

May 2015

Six programs operating, monthly LCJJB Board meeting
LCJJB presentation to Lincoln County Commissioners
Contact w/ CYFD Secretary- smart systems integration for youth
Working w/JDAI- JJ Behavioral Health re: above
Developing agenda for August 24th NMLHHSC meeting in Ruidoso
Researching and partnering re: trauma informed care
Outreach to national service and community service partners

June 2015

Six programs operating, monthly LCJJB Board meeting
Service leadership, Mental Health, and JJ systems change panel
Refining agenda for August 24th NMLHHSC meeting in Ruidoso
Outreach to Shay Bilchick- Center for juvenile Justice Reform
Partnering with state/ national and community service partners
Staff contracts developed, Strategic planning integration
Final Data collection and presentation
Final reporting

SECTION THREE

Continuing development and improvement of the Comprehensive Strategic Plan for a continuum of detention alternative program and services.

See LCJJB Strategic Planning Documents attached.

SECTION FOUR

Year plan of Sustainability of programs and services

July 2015

Six programs running, organizational capacity building
Local/state and national systems integration networking
Grant writing, resource development, research
Program quality improvement- systems, training, outreach
Youth, Family and neighborhood involvement
JJAC and Continuum coordinators meetings Ruidoso

August 2015

Six programs running, organizational capacity building
Local/state and national systems integration networking
Grant writing, resource development, research
Program quality improvement- systems, training, outreach
Youth, Family and neighborhood involvement
NMHHSC meeting in Ruidoso- systems integration panel

September 2105	<p>Six programs running, organizational capacity building Local/state and national systems integration networking Grant writing, resource development, research Program quality improvement- systems, training, outreach Youth, Family and neighborhood involvement NMHSC Justice Reform Summit- Albuquerque</p>
October 2015	<p>Six programs running, organizational capacity building Local/state and national systems integration networking Grant writing, resource development, research Program quality improvement- systems, training, outreach Youth, Family and neighborhood involvement Center for Juvenile Justice Reform Multi-System Integration Certificate Program</p>
November 2015	<p>Six programs running, organizational capacity building Local/state and national systems integration networking Grant writing, resource development, research Program quality improvement- systems, training, outreach Youth, Family and neighborhood involvement</p>
December 2015	<p>Six programs running, organizational capacity building Local/state and national systems integration networking Grant writing, resource development, research Program quality improvement- systems, training, outreach Youth, Family and neighborhood involvement</p>
January 2016	<p>Six programs running, organizational capacity building Local/state and national systems integration networking Grant writing, resource development, research Program quality improvement- systems, training, outreach Youth, Family and neighborhood involvement</p>
February 2017	<p>Six programs running, organizational capacity building Local/state and national systems integration networking Grant writing, resource development, research Program quality improvement- systems, training, outreach Youth, Family and neighborhood involvement</p>

March 2015

Six programs running, organizational capacity building
Local/state and national systems integration networking
Grant writing, resource development, research
Program quality improvement- systems, training, outreach
Youth, Family and neighborhood involvement

April 2015

Six programs running, organizational capacity building
Local/state and national systems integration networking
Grant writing, resource development, research
Program quality improvement- systems, training, outreach
Youth, Family and neighborhood involvement

May 2015

Six programs running, organizational capacity building
Local/state and national systems integration networking
Grant writing, resource development, research
Program quality improvement- systems, training, outreach
Youth, Family and neighborhood involvement

June 2015

Six programs running, organizational capacity building
Local/state and national systems integration networking
Grant writing, resource development, research
Program quality improvement- systems, training, outreach
Youth, Family and neighborhood involvement
Final Reporting for Fiscal Year

ATTENTION ATTENTION ATTENTION

Southeastern New Mexico Economic Development District

2016 Capital Outlay Project Application Workshops

The Southeastern New Mexico Economic Development District will be hosting Capital Outlay Application Workshops throughout the region in August, 2016. A series of six workshops will be held. The workshop dates and locations are as follows:

- August 11, 2015 10 am Carlsbad City Hall Council Chambers
- August 18, 2015 10 am Roswell County Commission Chambers
- August 20, 2015 10 am Lovington City Commission Chambers
- August 26, 2015 1 pm Alamogordo County Commission Chambers
- August 27, 2015 10 am Ruidoso Downs Museum of the West

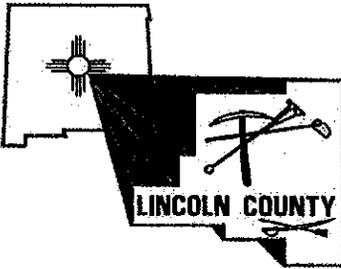
As you begin to develop your Capital Outlay projects, a reminder that again this year the State's financial outlook continues to be bleak and there will be little Capital Outlay funding available in 2016. Remember, **all** projects submitted for Capital Outlay assistance **must** listed on your Infrastructure Capital Improvements Plan (ICIP).

If you are unable to attend the meeting in your county, you may attend any of the other workshops. The SNMEDD request that you make every effort to attend at least one of the workshops. Because of continuing issues with the completing of the Capital Outlay Request Forms correctly, we are requiring that each entity, local government, school district must have a representative at one of the Workshops.

The SNMEDD is asking all entities seeking 2016 Capital Outlay funding to make every effort to complete and submit their request forms to the SNMEDD in later than 5 pm on October 22, 2015.

If you have any questions, please contact our office at (575) 624-6131 or at hqsnmedd@plateautel.net.

Additional information on Capital Outlay is available by visiting our website at www.snmedd.com or the New Mexico Legislature website at www.legis.gov.



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

August 12, 2015

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 Consider and Take Action on Requested Contractual Changes to the Lincoln County Deputy Sheriff's Association Agreement.

Discussion: The Lincoln County Deputy Sheriffs Association ("Association") is the exclusive collective bargaining representative for the Deputy Sheriffs. See 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 May 31, 2015 and June 30, 2015. 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 July 30, 2015, the President and Vice-President of the Lincoln County Deputies Association requested consideration of three items:

1. The 3% COLA increase, with the possibility of the 3% going towards the County's PERA contribution for each deputy;
2. Section 40.A. Request for the contract to be in effect for one physical year, from the date of the commission's approval, rather than based on the fiscal calendar;
3. Section 40.B. Request to change the date of negotiations from the current May 31st to June 30th, to earlier in the fiscal year – possibly mid-year.

Following is analysis and recommendation for each request:

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

1. **Request for the 3% COLA increase, with the possibility of the 3% going towards the County's PERA contribution for each deputy.** The Lincoln County deputies are currently funded under the Municipal Police Member Coverage Plan 5, which offers the highest PERA coverage allowed by statute. Under the Plan, a member whose salary is greater than \$20,000 shall contribute 17.8% of salary (NMSA 1978 10-11-84), and the County shall contribute 18.9% (NMSA 1978 10-11-85). New Mexico Statute 10-11-5 also allows the County to make additional contributions ("Picked-Up" Contributions) to the employee portion of the PERA contribution, and requires the Commission to submit a resolution or executed collective bargaining agreement to the Association once approved. Once approved by County Commission it must also be reviewed by the PERA Board for compliance and shall be effective the first pay period of the month following the filing of the resolution with the retirement board. The Sheriff and Undersheriff can be included in this option, as it does not impact their statutorily-mandated salary. The estimated annual impact to the County of the 3% salary increase, including impact on benefits, is \$43,188; the estimated annual impact to the County with the "picked-up contribution" option is \$39,039. The PERA Board meets August 27th and the final day to submit documents for its consideration is August 18, 2015. See **Enclosure 2** for employee impact. See **Enclosure 3** for copy of Resolution. *Recommend approval of this contractual change to the Commission.*

2. **Section 40-A. Request for the contract to be in effect for one physical year from the date of the Commission's approval rather than the fiscal calendar year.** The contract is an annual contract. To rearrange the fiscal effective dates based on Commission action could extend it beyond twelve months. *Recommend denial of this requested contractual change to the Commission.*

3. **Section 40-B. Request to change the date when negotiations are conducted, possibly mid-year.** Mid-year negotiations would allow ample time for consideration and negotiation of contractual change requests and implementation of such changes by the beginning of next fiscal year, July 1st. *Recommend approval of this contractual change to the Commission.*

Recommendation: Approve Request Nos. 1 and 3 above; deny Request No. 2. Approve Resolution 2015-9.

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>
\$20.1812	\$26.1936

DEPUTY I. Uncertified Deputy or certified with 100 hours of advanced training - \$20.1812 per hour.

DEPUTY II. Certified with 0-24 months experience Law Enforcement and 100 hours of advance training - \$21.6745 per hour.

DEPUTY III. Certified with 24 to 60 months experience in Law Enforcement and 200 hours of advanced training - \$23.1804 per hour.

DEPUTY IV. Certified with 60 to 120 months Law Enforcement experience and over 400 hours of advanced training - \$24.6791 per hour.

DEPUTY V. Certified with 120 months experience in Law Enforcement and over 500 hours of advanced training - \$26.1936 per 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.

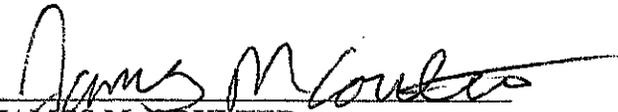
- A. This agreement shall be effective the 1st full pay period following ratification/approval of the bargaining unit membership and the County Commission and the signature of the Agreement by the President of the Association; the County Manager; and the Chairman of the Board of Commissioners. This Agreement shall remain in full force and effect through June 30, 2015.

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. This shall be done between the dates of May 31, 2015, and June 30, 2015. 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.

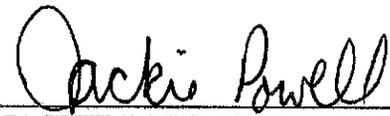
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 19th day of ~~2014~~ August, 2014.

LINCOLN COUNTY DEPUTY
SHERIFF'S ASSOCIATION

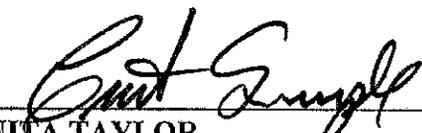


JAMES M. COULTER
PRESIDENT

BOARD OF COMMISSIONERS OF
LINCOLN COUNTY, NEW MEXICO



JACKIE POWELL, CHAIRWOMAN



NITA TAYLOR
COUNTY MANAGER

ATTEST:



RHONDA BURROWS
COUNTY CLERK



Example of County Pick-up Calculation (3% in lieu of Salary Increase)

Current		w/ County Pick -Up	
1	Salary	\$1,000	\$1,000
2	Member PERA Contribution 17.8%	<u>\$178</u>	<u>\$148</u>
3	Take Home Pay	\$822	\$852
4	County PERA Contribution 18.9%	\$189	\$189
5	Portion of Member Contribution Picked-up by County	\$0	\$30
6	Total PERA Contribution Member Plus County	\$367	\$367
7	% Member Contribution	17.8%	14.8%
8	% Employer Contribution	18.9%	18.9%
9	% Portion of Member Contribution Pick-up by County	0.0%	3.0%
10	% Total Contribution to PERA	36.7%	36.7%
11	% of Employee Total Obligation Picked-up by County	0.0%	16.85%

***PERA is reviewing to ensure proper % is used

RESOLUTION NUMBER 2015-9
RESOLUTION AUTHORIZING _____% PICK-UP
OF PERA MEMBER CONTRIBUTIONS

WHEREAS, NMSA 1978, Section 10-11-5, authorizes affiliated public employers to be responsible for making contributions of up to seventy-five percent of its employees' member contributions to the Public Employees Retirement Association (PERA) under certain conditions.

WHEREAS, The Lincoln County Deputy Sheriffs' Association has bargained to redirect the 3% Cost of Living Allowance granted to non-bargained for County employees and have the County apply the equivalent 3% to the employee member PERA contributions; and

WHEREAS, the Board of County Commissioners desires to pick up _____% of the total 17.8% of the employee member contributions for the Lincoln County employees covered under PERA Municipal Police Coverage Plan 5; and WHEREAS, pursuant to NMSA 1978, Section 10-11-5, this Resolution is irrevocable and shall apply to all employees within Lincoln County Municipal Police Coverage Plan, including the Sheriff and the Undersheriff.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Lincoln County, pursuant to NMSA 1978, Section 10-11-5, hereby elects to be responsible for making contributions of _____ percent of employees' member contributions to the Public Employees Retirement Association for the Lincoln County Deputy Sheriff, Sheriff and Undersheriff members under PERA Municipal Police Coverage Plan 5.

PASSED, ADOPTED AND APPROVED THIS 18th DAY OF AUGUST, 2015

Board of Commissioners
Lincoln County, State of New Mexico

Preston Stone, Chairman

Dallas Draper, Vice-Chairman

Elaine Allen, Member

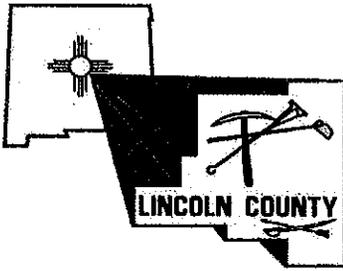
Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

Rhonda B. Burrows, County Clerk

ENC 3



www.lincolncountynm.gov

County of Lincoln

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

AGENDA NO. 19

August 13, 2015

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Sale of County Assets to Otero County

Purpose: To obtain approval of Resolution 2015-8 – Permission to Sell County Assets

Discussion: Approval is sought to sell one Stryker Medical MX Pro Cot to Otero County. Per Stryker Medical, the retail value of this seven-year old cot is \$500.00. Otero County's Emergency Services Manager has asked to purchase this piece of equipment for \$500.00 for Otero County.

Recommendation: Approve Resolution 2015-8 listing obsolete inventory to be sold, direct Staff to report to the State Auditor and DFA, and request at least three elected officials to review the actual property to be auctioned on Public Surplus website.

RESOLUTION NO. 2015-8

**APPROVAL OF DISPOSITION OF SURPLUS INVENTORY SALE OF AMBULANCE
COT TO OTERO COUNTY GOVERNMENT**

WHEREAS, the Lincoln County Board of Commissioners meeting in regular session on August 18, 2015 did review the listed surplus inventory that is recommended to sell to Otero County Government for \$500.00.

WHEREAS, the items listed were not valued over \$5,000 at time of purchase in 2003.

DESCRIPTION	AGENCY	INVENTORY#
STRYKER MEDICAL MX PRO COT	EMS	8703475

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lincoln County, approves the listed obsolete inventory to be sold to Otero County Government for \$500.00

PASSED, APPROVED AND ADOPTED this 18th day of August, 2015.

**Board of Commissioners
Lincoln County, State of New Mexico**

Preston Stone, Chairman

Dallas Draper, Vice-Chairman

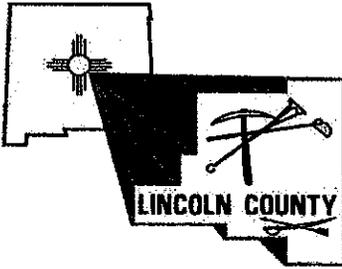
Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

Rhonda B. Burrows, County Clerk



County of Lincoln

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

www.lincolncountynm.gov

AGENDA Item No. 20

August 13, 2015

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: **PUBLIC HEARING:** Solid Waste Collection in Lincoln- Ordinance No. 2015-03

Discussion: The purpose of this agenda item is to have the Commission hear and consider proposed modifications to the existing *Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; and Repealing Ordinance 2014-7*. These modifications have been proposed to you based on citizen concerns regarding the requirement to pay a solid waste collection fee under a number of different, specific circumstances. The **current** Ordinance requires:

1. The **Responsible Party**, the owner or tenant of any premises (whether vacant, improved or unimproved), is responsible for the payment of the *mandatory fee* for collection; (Page 2.D);
2. The **Premises** is defined as any dwelling, business, plant or commercial establishment located on property outside of municipalities, and is the unit upon which *mandatory fees* are assessed and collected. (Page 2.G);
3. **Mandatory Fee** – Participation in the solid waste collection system is *mandatory on each responsible party*;
4. **Exemption** – An owner may request a waiver of the solid waste collection fee if the landowner has at least three hundred contiguous acres of land *with adequate disposal sites per household*, obtains a permit from the State Environment Department. Page 5, Section 7a.

The proposed changes center around citizen outcry that a fee should not be assessed for a “premises” that is not habitable, is not lived in and therefore does not generate solid waste to be collected. See **Enclosure 1** for Strike-through version of Ordinance: Key changes for consideration include:

- a. Addition of definition for “Habitable”. Page 2, Section 2.C;
- b. Addition of definition for “Residence”. Page 3, Section 2.G;
- c. Addition of definition for “Uninhabitable”, Page 3, Section 2.J;
- d. Payment obligation clarification, Page 4, Section 5.B;
- e. Payment obligation clarification; multiple residences or businesses on a single property, Page 4, Section 5.C;
- f. Removal of ability to shift payment responsibility from owner to tenant; Page 6, Section 6.D;
- g. Addition of requirement for 300-acre landowner exemption to submit a waiver form for approval – Exhibit 1; Page 6, Section 7.A; See **Enclosure 2** for Exhibit 1;

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

- h.** Addition of exemption for uninhabitable residential property, and requirement to submit a waiver form for approval; Page 7, Section 7B. See **Enclosure 2** for copy of Exhibit 2.

As the Commission has discussed a number of times, the current Ordinance was written under the concept that the collection of solid waste was essential to the public health, welfare and safety of county landowners, residents and visitors. As such, it was designed to issue a mandatory fee to the owner of every premises, including residences and businesses. Under that concept, the rate has been assessed to every owner of every premises.

The proposed revisions to this Ordinance for your consideration shifts that concept to the responsible parties of properties that generate waste. It is important to note that the cost for the overall collection of solid waste services will not reduce with the fewer number residences being assessed a solid waste collection fee; for every exemption granted, the fees assessed to remaining County residents paying for the service must go up, if the fees collected are to cover costs.

See **Enclosure 4** for final copy of Ordinance No. 2015-03 for consideration.

Recommendation: Consider and take action on the proposed modifications in Ordinance 2015-03. Recommend approval.

Strike Through version

~~Strike Through~~ indicates removal.

Underline and Bold indicates addition.

LINCOLN COUNTY ORDINANCE NO. ~~2014-07~~ 2015-03

AN ORDINANCE PROVIDING FOR THE EFFICIENT AND SANITARY COLLECTION OF SOLID WASTE IN LINCOLN COUNTY; PROVIDING FOR MANDATORY DISPOSAL AND ASSESSMENT OF FEES; PROVIDING A PENALTY FOR VIOLATION OF THE ORDINANCE; AND REPEALING ORDINANCE ~~2008-07~~ 2014-07.

WHEREAS, the Board of County Commissioners of Lincoln County finds the following Ordinance 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 Lincoln County finds it necessary to provide a fair and equitable procedure to allocate the cost of solid waste collection among the residents and businesses outside the municipalities who use such services; and

WHEREAS, the Board of County Commissioners of Lincoln County is delegated the authority pursuant to NMSA 1978, §4-56-1, *et seq.*, to "... establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse"; and

WHEREAS, the Board of County Commissioners of Lincoln County has participated in establishing the Greentree Solid Waste Authority for the purpose of providing a coordinated County-wide program for the collection of solid waste in cooperation with the incorporated municipalities of Capitan, Carrizozo, Corona, and Ruidoso Downs and the unincorporated areas of Lincoln County; and

WHEREAS, a mandatory system of solid waste collection is necessary in order to protect the environs of Lincoln County from illegal dumping by lack of a County-wide system of refuse collection containers; and

WHEREAS, it is necessary that a mandatory solid waste collection program continue, in order to protect the health, welfare and safety of the citizens of Lincoln County.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY AS FOLLOWS:

Section 1. Short Title.

This Ordinance shall be referred to as the Solid Waste Collection and Disposal Ordinance of the County of Lincoln, New Mexico

Section 2. Definitions.

As used in this Ordinance:

- A. "Debris" is defined as all waste building material, bricks, concrete blocks, shingles, roofing material, lumber, metal or plastic piping, commercial construction wastes and any other matter that is commonly known as debris.
- B. "Garbage" is defined as all waste foods, swill, carrion, slops and all waste from the preparation, cooking and consumption of food and from the handling, storage and sale of food products and carcasses of animals.
- C. **"Habitable" is defined as suitable or fit to live in.**
- D. "Owner" is defined as the owner, whether residing in said premises or not, of any property located outside the corporate boundaries of the municipalities of Capitan, Carrizozo, Corona, Ruidoso and Ruidoso Downs, within the County of Lincoln.
- E. "Premises" is defined as an improved or unimproved structure, whether designed for private or commercial use, located on any property outside the corporate limits of the municipalities of Capitan, Carrizozo, Corona, Ruidoso and Ruidoso Downs in the County of Lincoln, and is the unit upon which mandatory fees are assessed and collected.
- F. "Refuse" is defined as all junked parts or bodies of automobiles, tires, waste paper, paper cartons, cardboard, trees, tree branches, yard trimmings or clippings, leaves, pine needles, wood, glass, plastic, discarded furniture or appliances, tin cans, bottles, dirt, ashes, liquid petroleum waste, such as motor oil and such similar items, and all other unwholesome material of every kind, not including garbage or debris.

G. **“Residence” is defined as any habitable dwelling or each single unit of multi-unit habitable dwellings.**

H. “Responsible party” is defined as the owner or tenant of any premise, whether vacant, improved or unimproved, used primarily for either a private or business purpose, who is responsible for payment of the mandatory fee for collection.

I. “Solid Waste” is defined as garbage, refuse and/or debris of any kind generated by an individual, household or commercial establishment.

J. **“Uninhabitable” is defined as unsuitable or unfit to live in.**

Section 3. Mandatory Collection and Disposal of Garbage, Refuse, Rubbish and Debris.

A. The accumulation or disposal of garbage, refuse, rubbish and/or debris, except as provided by this Ordinance is a violation of the Lincoln County Ordinance regarding refuse, solid waste, and litter and this Ordinance.

B. All garbage, refuse, rubbish, and debris generated by an owner or tenant on the premises of the responsible party shall only be deposited in a solid waste container authorized by the County or Greentree Solid Waste Authority except as provided in Section 7 herein.

Section 4. Powers of the County.

In connection with the operation of a mandatory solid waste collection system, the Lincoln County Board of Commissioners may:

A. Execute contracts on behalf of the County, with any municipality, county or other local unit of government, including Greentree Solid Waste Authority, or any private entity for the collection, transportation and disposal of solid waste generated in the unincorporated areas of Lincoln County;

- B. Regulate the collection, transportation, and disposal of refuse by any entity performing collection services on behalf of Lincoln County in the unincorporated areas of Lincoln County;
- C. Establish, assess, and collect fees directly, or through its authorized agent, from responsible parties using the solid waste collection system in amounts sufficient to pay the necessary costs of the collection, transportation and disposal system;
- D. Coordinate the collection, transportation, and disposal of solid waste, in consultation with the New Mexico Environment Department.

Section 5. Mandatory Fee.

- A. Participation in the solid waste collection system is mandatory on each responsible party in the unincorporated areas of Lincoln County, except as provided in Section 7 herein.
- B. **Payment of the solid waste collection fee shall be the obligation of the responsible party for each residence and business located in the unincorporated areas of Lincoln County**
- C. **If there are multiple residences or businesses on a property, the solid waste collection fee shall be assessed on each such residence or business.**
- D. The Lincoln County Board of Commissioners shall set fees for solid waste collection based on the actual cost to collect, transport and dispose of such solid waste; however, Greentree Solid Waste Authority. Shall have the power to set fees for Commercial rates and rates for special services, including but not limited to grapple and roll off-services.
- E. The Board of County Commissioners of Lincoln County shall establish a system of fees, pursuant to resolution of the Board, which is duly introduced before the Board of County Commissioners of Lincoln County after the Board of County Commissioners has provided

notice of the meeting at which final action on the resolution to establish a system of fees is to be taken.

- F. Such notice of public hearing shall be published once in a newspaper of general circulation within the boundaries of Lincoln County at least twenty (20) days prior to said public hearing.
- G. In the event that any responsible party, pursuant to this Section, fails to make payment of fees within thirty (30) days of the due dates set forth pursuant to the billing, said party shall be subject to a late fee as established by the Lincoln County Board of Commissioners. In the event the responsible party fails to pay the fees set forth herein for more than one (1) billing cycle, the penalty shall be assessed for each billing cycle for which payment remains outstanding.

Section 6. Liens.

- A. All fees arising under this Ordinance shall be payable by the responsible party of the tract or parcel of land being served at the time the rate or charge accrues and becomes due, and the County of Lincoln shall be entitled to 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.*, which lien shall be a first and prior lien on the property, coequal with municipal liens pursuant to §3-26-2, NMSA 1978, but subject only to the lien of general state and county taxes.
- B. The lien provided for in this Section shall be enforced in the matter prescribed in §§3-36-1 through 3-36-7 NMSA 1978. For purposes of this Section, such action shall be taken by the Lincoln County Clerk. In any proceedings where pleadings are required, it shall be sufficient to declare generally for the service supplied for the collection, transportation and

disposal of solid waste. Notice of the lien shall be filed in the manner provided in § 3-36-1 NMSA 1978, and the effect of such filing shall be governed by §3-36-2 NMSA 1978.

- C. The charges and fees imposed herein are the responsibility of the responsible party of the premises, regardless of whether occupied by an owner, tenants or others, and the County may file a lien against the property for such charges, penalties and attorney's fees incurred in the cost of filing the lien. ~~except as provided in paragraph D, below.~~
- D. ~~Paragraph C of this section shall not apply if an owner notifies the County of Lincoln or its designee that charges that may be incurred by a tenant shall not be the responsibility of the owner. Such notification shall be given in writing prior to the initiation of the debt and shall include the location of the rental property.~~

Section 7. Exception Procedures.

- A. An owner may request a ~~w~~Waiver of the ~~s~~Solid ~~w~~Waste ~~e~~Collection ~~f~~Fee if the landowner has at least three-hundred (300) contiguous acres of land with adequate disposal sites per household, ~~obtains a permit from the State Environment Department, agrees to comply with all other provisions of the State regulations as to disposal,~~ and if the solid waste that is generated on that property does not harm the environment or endanger the public health, welfare or safety. **The owner must comply with the Lincoln County Solid Waste Ordinance regulating refuse, solid waste, and litter, as amended and supplemented, regarding the unauthorized accumulation and disposal of solid waste. Waiver of Solid Waste Collection Fee is attached to this Ordinance as Exhibit 1 and must be both submitted to and approved by the County.**
- B. ~~The owner or tenant shall only dispose of waste in accordance with any regulations of the Environmental Improvement Board or the New Mexico Water Quality Control~~

~~Commission, as determined by the New Mexico Environment Department. The owner or tenant must also comply with the Lincoln County Ordinance regulating refuse, solid waste, and litter, as amended and supplemented, regarding the unauthorized accumulation and disposal of solid waste.~~ **An owner of residential property shall have the opportunity to request a Waiver of the Solid Waste Collection Fee Due to Uninhabitability if the property is uninhabitable. The Waiver request shall be in writing with sufficient details provided to prove uninhabitability. The Waiver of the Solid Waste Collection Fee Due to Uninhabitability is attached to this Ordinance as Exhibit 2 and must be both submitted to and approved by the County.**

Section 8. Not Applicable to Certain Areas.

This Ordinance does not apply to property inside the boundaries of incorporated municipalities or water and sanitation districts which operate in house or by contract collection, transportation and disposal of solid waste.

Section 9. Penalties.

- A. Persons violating this Ordinance shall, upon conviction, be subject to a fine not to exceed Three Hundred and No/100 Dollars (\$300.00) and/or Ninety (90) days in jail for each separate offense, except as set forth in Paragraphs B and C below.
- B. Persons violating this Ordinance by discarding or disposing of refuse, litter or garbage on public or private property in any manner other than disposing it in an authorized landfill, shall, upon conviction, be subject to a fine not to exceed One Thousand and No/100 Dollars (\$1,000.00) pursuant to §4-37-3 (A)(1) NMSA 1978.
- C. Persons violating this Ordinance by the improper or illegal disposal of hazardous materials or waste in any manner other than as provided for in the Hazardous Waste Act, shall, upon

conviction, be subject to a fine not to exceed Five Thousand and No/100 Dollars (\$5,000.00) pursuant to §4-37-3(A)(2) NMSA 1978.

D. Each violation shall constitute a separate offense. Each day an offense continues shall also constitute a separate offense.

Section 10. Severability.

In the event any Section, part or sub-part of this Ordinance shall be determined to be in violation of the Constitution or Statutes of the State of New Mexico by a Court of competent jurisdiction, that Section shall be stricken and be thereafter unenforceable. Such determination shall not invalidate the application or enforcement of the remaining Sections.

Section 11. Conflict Clause.

Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. Effective Date.

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

Section 13. Repeal.

Lincoln County Ordinance 2008-07 2014-07 is repealed upon the effective date of this Ordinance.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2014 **5**.

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

~~Jackie Powell, Chair~~ Preston Stone, Chair

~~Preston Stone, Vice Chair~~ Dallas Draper, Vice Chair

~~Mark Doth, Member~~ Elaine Allen, Member

~~Dallas Draper, Member~~ Thomas F. Stewart, Member

~~Kathryn Minter, Member~~ Dr. Lynn Willard, Member

Attest:

Rhonda Burrows
Lincoln County Clerk

**EXHIBIT 1
APPLICATION FOR
WAIVER OF THE SOLID WASTE COLLECTION FEE
LANDOWNERS WITH 300 CONTIGUOUS ACRES OF LAND**

Section 7B of Lincoln County Solid Waste Ordinance allows a landowner with 300 contiguous acres of land with adequate disposal sites per household, to request a waiver of the solid waste collection fee. Landowner must agree to comply with all provisions of the State regulations as to disposal, and attest that the solid waste that is generated on that property does not harm the environment or endanger the public, welfare or safety.

1. LANDOWNER NAME(S) _____ LCSW Account # _____
2. MAILING ADDRESS _____
3. LEGAL DESCRIPTION (OR MAP) OF PROPERTY _____

4. BRIEF PHYSICAL DESCRIPTION OF LAND LOCATION _____

I, _____, hereby certify and attest to the following:
Print name

1. I am the legal owner of the land described above, and that all information is correct;
2. I have provided required documentation for On-Site disposal of domestic solid waste (attached);
3. I dispose of all solid waste generated on my property according to applicable State of NM regulations and attest that I do not utilize the Lincoln County Solid Waste Collection System;
4. I agree to fully comply with the current Lincoln County Solid Waste Ordinance

*By signing below I agree to notify the Solid Waste Department of any status changes with this residence within 30 days.
I understand failure to do so will result in full billing of all previously exempted fees.*

Signed

Date

Submit this form by mail, e.mail (LPhillips@lincolncountynm.gov) or in person to LCSW Collections at 300 Central Avenue, Carrizozo, NM

FOR OFFICE USE ONLY			
DETERMINATION BY LINCOLN COUNTY SOLID WASTE			
Approved _____	Denied _____	Date: _____	Comments: _____ _____
_____ Solid Waste Department			

EXHIBIT 2
APPLICATION FOR
WAIVER OF THE SOLID WASTE COLLECTION FEE
FOR UNINHABITABLE PROPERTIES

Section 7B of Lincoln County Solid Waste Ordinance allows a landowner with an uninhabitable property to request a waiver of the solid waste collection fee.

1. LANDOWNER NAME(S) _____ LCSW Account # _____

2. MAILING ADDRESS _____

3. LEGAL DESCRIPTION (OR MAP) OF PROPERTY _____

4. BRIEF PHYSICAL DESCRIPTION OF LAND LOCATION _____

I, _____, hereby certify and attest to the following:
Print name

- I am the legal owner of the land described above, and that all information is correct;
- Proof of Uninhabitability (photos recommended)
- Explain reason for exemption _____

By signing below I agree to notify the Solid Waste Department of any status changes with this residence within 30 days. I understand failure to do so will result in full billing of all previously exempted fees.

Signed

Date

Submit this form by mail, e.mail (LPhillips@lincolncountynm.gov) or in person to LCSW Collections at 300 Central Avenue, Carrizozo, NM

FOR OFFICE USE ONLY

DETERMINATION BY LINCOLN COUNTY SOLID WASTE

Approved _____ Denied _____ Date: _____ Comments: _____

Solid Waste Department

LINCOLN COUNTY ORDINANCE NO. 2015-03

AN ORDINANCE PROVIDING FOR THE EFFICIENT AND SANITARY COLLECTION OF SOLID WASTE IN LINCOLN COUNTY; PROVIDING FOR MANDATORY DISPOSAL AND ASSESSMENT OF FEES; PROVIDING A PENALTY FOR VIOLATION OF THE ORDINANCE; AND REPEALING ORDINANCE 2014-07.

WHEREAS, the Board of County Commissioners of Lincoln County finds the following Ordinance 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 Lincoln County finds it necessary to provide a fair and equitable procedure to allocate the cost of solid waste collection among the residents and businesses outside the municipalities who use such services; and

WHEREAS, the Board of County Commissioners of Lincoln County is delegated the authority pursuant to NMSA 1978, §4-56-1, *et seq.*, to "...establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse"; and

WHEREAS, the Board of County Commissioners of Lincoln County has participated in establishing the Greentree Solid Waste Authority for the purpose of providing a coordinated County-wide program for the collection of solid waste in cooperation with the incorporated municipalities of Capitan, Carrizozo, Corona, and Ruidoso Downs and the unincorporated areas of Lincoln County; and

WHEREAS, a mandatory system of solid waste collection is necessary in order to protect the environs of Lincoln County from illegal dumping by lack of a County-wide system of refuse collection containers; and

WHEREAS, it is necessary that a mandatory solid waste collection program continue, in order to protect the health, welfare and safety of the citizens of Lincoln County.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY AS FOLLOWS:

Section 1. Short Title.

This Ordinance shall be referred to as the Solid Waste Collection and Disposal Ordinance of the County of Lincoln, New Mexico.

Section 2. Definitions.

As used in this Ordinance:

- A. "Debris" is defined as all waste building material, bricks, concrete blocks, shingles, roofing material, lumber, metal or plastic piping, commercial construction wastes and any other matter that is commonly known as debris.
- B. "Garbage" is defined as all waste foods, swill, carrion, slops and all waste from the preparation, cooking and consumption of food and from the handling, storage and sale of food products and carcasses of animals.
- C. "Habitable" is defined as suitable or fit to live in.
- D. "Owner" is defined as the owner, whether residing in said premises or not, of any property located outside the corporate boundaries of the municipalities of Capitan, Carrizozo, Corona, Ruidoso and Ruidoso Downs, within the County of Lincoln.
- E. "Premises" is defined as an improved or unimproved structure, whether designed for private or commercial use, located on any property outside the corporate limits of the municipalities of Capitan, Carrizozo, Corona, Ruidoso and Ruidoso Downs in the County of Lincoln, and is the unit upon which mandatory fees are assessed and collected.
- F. "Refuse" is defined as all junked parts or bodies of automobiles, tires, waste paper, paper cartons, cardboard, trees, tree branches, yard trimmings or clippings, leaves, pine needles, wood, glass, plastic, discarded furniture or appliances, tin cans, bottles, dirt, ashes, liquid petroleum waste, such as motor oil and such similar items, and all other unwholesome material of every kind, not including garbage or debris.

- G. "Residence" is defined as any habitable dwelling or each single unit of multi-unit habitable dwellings.
- H. "Responsible party" is defined as the owner or tenant of any premise, whether vacant, improved or unimproved, used primarily for either a private or business purpose, who is responsible for payment of the mandatory fee for collection.
- I. "Solid Waste" is defined as garbage, refuse and/or debris of any kind generated by an individual, household or commercial establishment.
- J. "Uninhabitable" is defined as unsuitable or unfit to live in.

Section 3. Mandatory Collection and Disposal of Garbage, Refuse, Rubbish and Debris.

- A. The accumulation or disposal of garbage, refuse, rubbish and/or debris, except as provided by this Ordinance is a violation of the Lincoln County Ordinance regarding refuse, solid waste, and litter and this Ordinance.
- B. All garbage, refuse, rubbish, and debris generated by an owner or tenant on the premises of the responsible party shall only be deposited in a solid waste container authorized by the County or Greentree Solid Waste Authority except as provided in Section 7 herein.

Section 4. Powers of the County.

In connection with the operation of a mandatory solid waste collection system, the Lincoln County Board of Commissioners may:

- A. Execute contracts on behalf of the County, with any municipality, county or other local unit of government, including Greentree Solid Waste Authority, or any private entity for the collection, transportation and disposal of solid waste generated in the unincorporated areas of Lincoln County;

- B. Regulate the collection, transportation, and disposal of refuse by any entity performing collection services on behalf of Lincoln County in the unincorporated areas of Lincoln County;
- C. Establish, assess, and collect fees directly, or through its authorized agent, from responsible parties using the solid waste collection system in amounts sufficient to pay the necessary costs of the collection, transportation and disposal system;
- D. Coordinate the collection, transportation, and disposal of solid waste, in consultation with the New Mexico Environment Department.

Section 5. Mandatory Fee.

- A. Participation in the solid waste collection system is mandatory on each responsible party in the unincorporated areas of Lincoln County, except as provided in Section 7 herein.
- B. Payment of the solid waste collection fee shall be the obligation of the responsible party for each residence and business located in the unincorporated areas of Lincoln County
- C. If there are multiple residences or businesses on a property, the solid waste collection fee shall be assessed on each such residence or business.
- D. The Lincoln County Board of Commissioners shall set fees for solid waste collection based on the actual cost to collect, transport and dispose of such solid waste; however, Greentree Solid Waste Authority shall have the power to set fees for Commercial rates and rates for special services, including but not limited to grapple and roll off-services.
- E. The Board of County Commissioners of Lincoln County shall establish a system of fees, pursuant to resolution of the Board, which is duly introduced before the Board of County Commissioners of Lincoln County after the Board of County Commissioners has provided

notice of the meeting at which final action on the resolution to establish a system of fees is to be taken.

- F. Such notice of public hearing shall be published once in a newspaper of general circulation within the boundaries of Lincoln County at least twenty (20) days prior to said public hearing.
- G. In the event that any responsible party, pursuant to this Section, fails to make payment of fees within thirty (30) days of the due dates set forth pursuant to the billing, said party shall be subject to a late fee as established by the Lincoln County Board of Commissioners. In the event the responsible party fails to pay the fees set forth herein for more than one (1) billing cycle, the penalty shall be assessed for each billing cycle for which payment remains outstanding.

Section 6. Liens.

- A. All fees arising under this Ordinance shall be payable by the responsible party of the tract or parcel of land being served at the time the rate or charge accrues and becomes due, and the County of Lincoln shall be entitled to 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.*, which lien shall be a first and prior lien on the property, coequal with municipal liens pursuant to §3-26-2, NMSA 1978, but subject only to the lien of general state and county taxes.
- B. The lien provided for in this Section shall be enforced in the matter prescribed in §§3-36-1 through 3-36-7 NMSA 1978. For purposes of this Section, such action shall be taken by the Lincoln County Clerk. In any proceedings where pleadings are required, it shall be sufficient to declare generally for the service supplied for the collection, transportation and

disposal of solid waste. Notice of the lien shall be filed in the manner provided in § 3-36-1 NMSA 1978, and the effect of such filing shall be governed by §3-36-2 NMSA 1978.

- C. The charges and fees imposed herein are the responsibility of the responsible party of the premises, regardless of whether occupied by an owner, tenants or others, and the County may file a lien against the property for such charges, penalties and attorney's fees incurred in the cost of filing the lien

Section 7. Exception Procedures.

- A. An owner may request a Waiver of the Solid Waste Collection Fee if the landowner has at least three-hundred (300) contiguous acres of land with adequate disposal sites per household and if the solid waste that is generated on that property does not harm the environment or endanger the public health, welfare or safety. The owner must comply with the Lincoln County Solid Waste Ordinance regulating refuse, solid waste, and litter, as amended and supplemented, regarding the unauthorized accumulation and disposal of solid waste. Waiver of Solid Waste Collection Fee is attached to this Ordinance as Exhibit 1 and must be both submitted to and approved by the County.
- B. An owner of residential property shall have the opportunity to request a Waiver of the Solid Waste Collection Fee Due to Uninhabitability if the property is uninhabitable. The Waiver request shall be in writing with sufficient details provided to prove uninhabitability. The Waiver of the Solid Waste Collection Fee Due to Uninhabitability is attached to this Ordinance as Exhibit 2 and must be both submitted to and approved by the County.

Section 8. Not Applicable to Certain Areas.

This Ordinance does not apply to property inside the boundaries of incorporated municipalities or water and sanitation districts which operate in house or by contract collection, transportation and disposal of solid waste.

Section 9. Penalties.

- A. Persons violating this Ordinance shall, upon conviction, be subject to a fine not to exceed Three Hundred and No/100 Dollars (\$300.00) and/or Ninety (90) days in jail for each separate offense, except as set forth in Paragraphs B and C below.
- B. Persons violating this Ordinance by discarding or disposing of refuse, litter or garbage on public or private property in any manner other than disposing it in an authorized landfill, shall, upon conviction, be subject to a fine not to exceed One Thousand and No/100 Dollars (\$1,000.00) pursuant to §4-37-3 (A)(1) NMSA 1978.
- C. Persons violating this Ordinance by the improper or illegal disposal of hazardous materials or waste in any manner other than as provided for in the Hazardous Waste Act, shall, upon conviction, be subject to a fine not to exceed Five Thousand and No/100 Dollars (\$5,000.00) pursuant to §4-37-3(A)(2) NMSA 1978.
- D. Each violation shall constitute a separate offense. Each day an offense continues shall also constitute a separate offense.

Section 10. Severability.

In the event any Section, part or sub-part of this Ordinance shall be determined to be in violation of the Constitution or Statutes of the State of New Mexico by a Court of competent jurisdiction, that Section shall be stricken and be thereafter unenforceable. Such determination shall not invalidate the application or enforcement of the remaining Sections.

Section 11. Conflict Clause.

Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. Effective Date.

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

Section 13. Repeal.

Lincoln County Ordinance 2014-07 is repealed upon the effective date of this Ordinance.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2015.

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

Preston Stone, Chair

Dallas Draper, Vice Chair

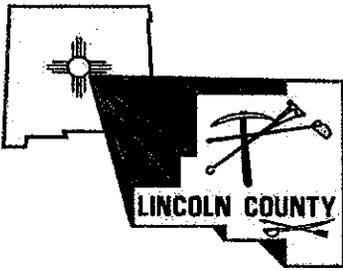
Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

Attest:

Rhonda Burrows
Lincoln County Clerk



County of Lincoln

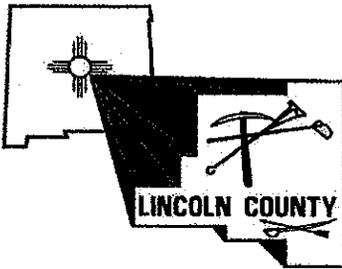
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Agenda Items 21

SUBJECT

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



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County of Lincoln

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Agenda Item 22

August 10, 2015

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Appointments and Removals from Boards/Commissioners Committee

Purpose: To consider appointments to the following committees

Discussion:

At its July 21, 2015 Commission tabled the Road Task Force Steering Committee. Appointment is needed for one Commissioner and two private citizens. The background is attached.

Also attached for consideration and approval are letters for re-appointment to the following committees:

- a. Lodger's Tax
- b. Road Review Advisory Committee

The Planning Commission has two vacant positions that need to be filled by Commission Districts 2 & 5. The Senior Citizens Olympic Committee has one vacant position.

Recommendation: Appoint members to the Road Task Force Steering Committee and reappoint members to Lodger's Tax and Road Review Advisory Committees and continue to look for members for the Planning Commission and the Senior Citizens Olympic Committee.

FACT FINDING COMMITTEE FOR A COUNTY VISION (07/17/2007)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION	APPOINTED BY
DISTR 1	TONA MACKEN	HC66 BOX 117, NOGAL 88341	1	07/17/07		COMM. LOVELACE
DISTR 2	ROBERT MOELLER	BOX 190, NOGAL 8831		07/17/07		COMM. WILLIAMS
DISTR 3	LEN STOKES	BOX 1067, CAPITAN 88316		07/17/07		COMM. BATTIN
DISTR 4	LLOYD DAVIS, JR.	BOX 67, RUIDOSO 88355		07/17/07		COMM. PARKS
DISTR 5	MARY DOKLANOS	BOX 762, ALTO 88312		07/17/07		COMM. POWELL
	BOBBY SHEARER	BOX 373, CAPITAN 88316		07/17/07		NOMINATED BY COMM. PARKS
	TOM MANN	BOX 77, LINCOLN 88338		07/17/07		NOMINATED BY COMM. POWELL

EASTERN AREA WORKFORCE DEVELOPMENT

BOARD

Lynn Willard 02/17/15

FORT STANTON DEVELOPMENT COMMISSION (STATE STATUTES)

TONY HOFFMAN, L.C. DESIGNEE
 MIKE RUNNELS, GOVERNOR'S APPOINTMENT
 L. RAY NUNLEY, MAYOR, VILLAGE OF RUIDOSO
 BILL HIRSCHFELD, GOVERNOR'S APPOINTMENT
 KATHERINE SLICK, NMHP (HISTORIC PRESERVATION)
 DAVE SIMON, NMNR (NATURAL RESOURCES)
 LYNDA SANCHEZ, GOVERNOR'S APPOINTMENT
 (SUSAN - BOARDS & COMMISSIONS - 800/432-4406)

RECLASSIFICATION ADVISORY COMMITTEE (01-12-

06)

(REPORTS TO COUNTY MANAGER/RECOMMENDS TO COMMISSION)
 COMMISSIONER -
 ASSESSOR - PAUL BACA
 CLERK - RHONDA BURROWS
 PROBATE - STIRLING SPENCER
 SHERIFF - ROBERT SHEPPERD
 TREASURER - BEVERLY CALAWAY

ROAD TASK FORCE (STEERING COMMITTEE)

09/28/2006

COMMISSIONER -
 COMMISSIONER -
 COUNTY MANAGER - NITA TAYLOR
 ROAD SUPERINTENDENT - CARL PALMER
 PRIVATE CITIZEN -

9/28/2006

7. PROPOSED COUNTY ROAD TASK FORCE DISCUSSION

Mr. Stewart stated that Commissioner Battin requested an opportunity for discussion of the County Road Task Force.

Commissioner Battin explained that his intention for establishing a road task force was strictly to offer some form of assistance to Road Superintendent Albert Hernandez with all the overwhelming demands on his department. The duties of this committee would consist of evaluating roads in Lincoln County and investigate alternative sources of funding. The commission agreed that Mr. Hernandez was doing a great job with the resources he has, but recent rains have caused additional strain on the county road maintenance system, and the county has the responsibility of maintaining these roads.

Commissioner Hobbs moved the approval of establishing a steering committee to consist of five members including; two citizens, one county commissioner, the County Manager and the Road Superintendent. Commissioner St. John seconded and the motion carried with all ayes.

5. AMBULANCE EQUIPMENT LEASE AGREEMENT - VILLAGE OF RUIDOSO

Mr. Stewart updated the commission on the status of the agreement between the Village of Ruidoso and the County of Lincoln for emergency medical services. Mr. Stewart explained that the lease agreement with the Village of Ruidoso for emergency medical equipment is scheduled to expire September 30, 2006, and that was the purpose of this special meeting today. The Village of Ruidoso approved the extension of the lease of their equipment to the County of Lincoln on September 26, 2006; however, they tabled the agreement pending an audit of their EMS contract with Presbyterian. Mr. Stewart reported that the Village of Ruidoso would be conducting an emergency meeting this morning at 8:00 A.M. to reconsider their decision to table the agreement. The commission will need to decide whether or not they wish to extend the lease of Ruidoso's EMS equipment. Mr. Stewart suggested the commission approve the extension of lease today, based on the results of the Village of Ruidoso's meeting held earlier this morning. Mr. Stewart said that the county didn't want to agree to extend the lease without the approval of the basic contract from the Village of Ruidoso. Mr. Stewart informed the commission that Mayor Lonnie R. Nunley was on his way to address the commission. Mr. Stewart reviewed the few changes as approved by the Village of Ruidoso to the agreement. The finalized agreement will be presented at the October 17, 2006, Regular Commission Meeting. Mr. Stewart assured the commission that there would not be any interruptions in operations and all provisions of the Lease Agreement remain in effect.

There was minimal discussion on the role of the Public Regulatory Commission. EMS Director Jim Stover explained that the Public Regulatory Commission has no part in the lease agreement between the Village of Ruidoso and the County of Lincoln. The County is presently in the process of leasing, through the New Mexico Public Regulatory Commission, its Certificate of Convenience and Necessity to Presbyterian Healthcare Services for the management and operation of ambulance services in Lincoln County and that provision is included in the agreement.

Commissioner St. John moved the approval of the Extension of Lease Agreement by and between the Village of Ruidoso and the County of Lincoln until October 31, 2006. Commissioner Battin seconded. After discussion, Chairman Simpson called for the vote and the motion carried 3 to 1, with Commissioner Hobbs voting nay.

SEE EXHIBIT B: Copy of Extension of Lease Agreement attached hereto in reference thereto made a part hereof.

LEGAL NOTICE

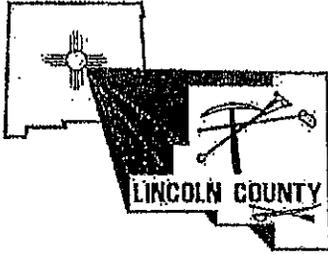
NOTICE OF
SPECIAL COMMISSION MEETING

NOTICE is hereby given that the Lincoln County Board of Commissioners will hold a Special Commission Meeting at 9:00 AM on Thursday, September 28, 2006 in the Commission Chambers of the Carrizozo Courthouse, Carrizozo, New Mexico. The purpose of the meeting is the renewal of the ambulance equipment lease/agreement with the Village of Ruidoso which is due to expire September 30, 2006; approval of a Health Council Roster; a proposed county road task force discussion; and to conduct such other business as may be required.



Thomas F. Stewart
County Manager

NOTIFIED NEWS MEDIA - POSTED ON OFFICIAL BULLETIN BOARD.



County of Lincoln

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August 10, 2015

Sue Hutchison
1149 Shoshone Trail
Alto, NM 88312

Dear Ms. Hutchison:

Your term for the Lodger's Tax Committee will expire August 2015. If you would like to serve an additional two year term and be re-appointed at the next commission meeting, August 18, 2015, please indicate below and return for further processing.

Thank you for serving on this Board, and hopefully you will continue to serve. If I can be of any assistance to you, please contact this office.

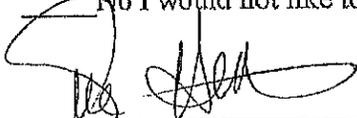
Sincerely,

Billie-Jo Guevara
Administrative Assistant/
Human Resources

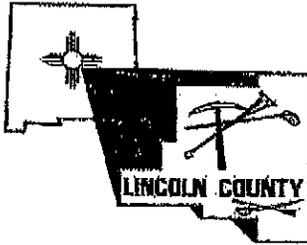
Thank you.

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.



Sue Hutchison



County of Lincoln

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August 10, 2015

Lance Hale
PO Box 745
Ruidoso Downs, NM 88346

Dear Mr. Hale:

Your term for the Road Review Advisory Committee will expire August 2015. If you would like to serve an additional two year term and be re-appointed at the next commission meeting, August 18, 2015, please indicate below and return for further processing.

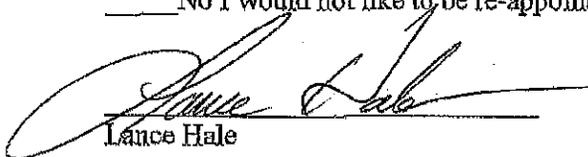
Thank you for serving on this Board, and hopefully you will continue to serve. If I can be of any assistance to you, please contact this office.

Sincerely,

Billie-Jo Guevara
Administrative Assistant/
Human Resources

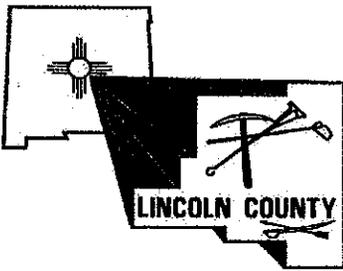
Yes I would like to be re-appointed to the Road Review Advisory Committee.

No I would not like to be re-appointed at this time.


Lance Hale

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381



County of Lincoln

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Agenda Item. 23

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

August 18, 2015

LINCOLN COUNTY EXECUTIVE SESSION PURSUANT TO THE OPEN MEETINGS ACT: DISCUSSION OF ALL THREATENED AND/OR PENDING LITIGATION SECTION 10-15-1, SUBPARAGRAPH H.(7); AND DISCUSSION OF THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY OR WATER RIGHTS BY THE PUBLIC BODY, SECTION 10-15-1, SUBPARAGRAPH H.(8)

New or Updated Matters since last report = *

1. *Cooper, Gale and DeBaca County News v. County of Lincoln, Sheriff of Lincoln County, et al.* D-1329-CV-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.
2. *Greentree Solid Waste Authority v. Lincoln County D-1226-CV-2014-00095.* Suit filed May 1, 2014 Verified Petition for Declaratory and Supplemental Relief: Injunction. County was served May 14, 2014. Mr. Paul Melendres has been retained by the County. Hearing on All Pending Motions took place Nov. 20 before Judge Ritter, who found Mr. Beauvais had a conflict of interest and was disqualified from representing GSWA. GSWA has retained Robert Doughty as new counsel Dec. 13, 2014. GSWA filed its Withdrawal of Plaintiff's Original and First Amended Verified Emergency Motion Seeking Further Relief on Plaintiff's Request for Preliminary Injunction Concerning Rate at which County Will Bill May 7, 2015. Lincoln County filed its Motion to Continue its Motion for Sanctions May 8, 2015 and the Order of Continuance was filed May 11, 2015.
3. *Greentree Solid Waste Authority v. Lincoln County, et. al. D-0101-CV-2013-00104.* Suit filed January 9, 2013. Petition for Declaratory Judgment; Preliminary and Permanent Injunction. Mr. Beauvais filed an appeal Feb. 27, 2014. Ruling on Reconsidering Stay denied by Judge Singleton June 11, 2014. GSWA's Brief in Chief filed Sept. 9, 2014. Record Proper was filed Sept. 25, 2014. Alto Lakes Water and Sanitation District's and Lincoln County's Joint Response Brief was filed with the Court of Appeals Oct. 24, 2014. GSWA filed it Reply Brief Dec. 1, 2014. The case has been submitted to a panel of judges for decision and the County received Notice of Submission from the Court of Appeals Jan. 2, 2015. Mr. Beauvais' Attorney Charging Lien was filed April 29, 2015.
4. *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.

5. *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.

6. *Edward Rider/Brennon Moorhead v. The Board of County Commissioners, Brack Rains, Matt Christian, Robert Shepperd D 1226 CV 2015-00103* Complaint for Damages and Summons received June 15, 2015. Removed to Federal Court July 7, 2015.

7. A. **Preston, DeAnna v. County of Lincoln, Sheriff Robert Shepperd D-1226-CV-2015-00112* Notice of Appeal of Post Disciplinary Hearing filed June 10, 2015.

B. **Preston, DeAnna: Notice of Charge of Discrimination* submitted to the U.S. Equal Employment Opportunity Commission July 21, 2015.

Tort Claims Notices Received or Threatened

2015

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

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.

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

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.

Preston, DeAnna – Lincoln County Sheriff's Deputy – Threatened Litigation on April 22, 2015 through Attorney J. Robert Beauvais against the County of Lincoln in reference to Dep. Preston's Disciplinary Action Dispute.

Michael Barela and Jude Renney v. Brack Rains, Lincoln County Sheriff's Deputy, Lincoln County Sheriff Robert Shepperd, and the County of Lincoln – Tort Claim Notice received May 4, 2015 from Attorney Manuel Garcia/Hakanson Firm, alleging violation of defendants' 4th Amendment rights.

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.

Rider, Edward and Moorhead, Brennon – Tort Claim Notice received July 13, 2015 from Attorney W. Chris Nedbalek alleging Lincoln County Sheriffs' Deputies Rains and Christian destroyed personal property of claimants. See 2014 TCN alleging same.

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.

Turner, Bill – Tort Claim Notice received July 13, 2015 from Attorney W. Chris Nedbalek alleging exposure to unsanitary conditions 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.

2014

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

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

Ogden, John D – Tort Claim Notice received May 26, 2014 alleging mistreatment while incarcerated at 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.

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

Ramos, Aaron – Tort Claim Notice received August 7, 2014 alleging lack of Due Process for inmates at 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.

Rider, Edward Allen and Moorhead, Brennon – Tort Claim Notice received Oct. 20, 2014 by Attorney W. Chris Nedbalek alleging Lincoln County Narcotics Enforcement Unit officers destroyed items in a home.

Caughron, Brittany and Anderson, Amie – Tort Claim Notice received Oct. 24, 2014 by Attorney W. Chris Nedbalek alleging overcrowding of Lincoln County Detention Center as a violation of 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.

McMurray, Cody – Tort Claim Notice received Nov. 6, 2014 by Attorney W. Chris Nedbalek alleging lack of adequate medical care at Lincoln County Detention Center.

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

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

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

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

Diana Martwick, 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

Allen, Katherine Elizabeth- Notice of Tort Claim received Sept. 12, 2013 from Katherine Allen against Lincoln County Detention Center for alleged injuries sustained during transport.

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.