

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, November 15, 2016 @8:30 A.M.

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
 - a. Pledge – U.S. A. Flag
 - b. Salute – N.M. Flag (“I salute the flag of the State of New Mexico, the Zia Symbol of perfect friendship among united cultures”)
5. Approval of Agenda
6. Approval of Minutes:
 - a. October 18, 2016, Regular Commission Meeting
 - b. October 25, 2016, Special Commission Meeting
7. Approval of Consent Agenda
 - a. Payroll/Accounts Payable/Budget/ Expenditures
 - b. Treasurer’s Financial Report for the Month ending October 31, 2016
 - c. Approval of MOU between the Village of Ruidoso & the County of Lincoln for the Provisional of Regulation services or Residential and Commercial Construction within certain specified areas of the County of Lincoln
8. Forest, Land & Natural Resources Matters:
 - a. Smokey Bear Ranger District
 - b. Cibola National Forest
 - c. Community Forester
 - d. Upper Hondo Soil & Water Conservation District
 - e. Office of State Engineer-Water Issues
 - f. Lincoln County Land Use Plan

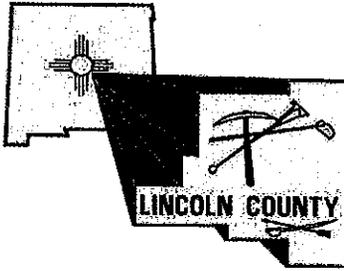
PLEASE NOTE: ALL SUBJECTS LISTED ON THIS AGENDA ARE TO BE CONSIDERED ACTION ITEMS BY THE BOARD OF COUNTY COMMISSIONERS UNLESS OTHERWISE INDICATED.

9. SunZia Transmission Line Project - Lorelee Hunt, Pattern Energy Group, LP
10. Discussion / Potential Action - Zia Natural Gas Company – County Request to Lower Pipeline on Bogle Road
11. **9:30 A.M.:** PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)
12. Manager’s Report
13. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
14. Lincoln County Medical Center
 - a. General Update
 - b. Discussion / Potential Action – General Obligation Scenarios Presented by Erik Harrigan, Municipal Advisor, RPC Capital Markets
 - c. Discussion / Potential action – Reimbursement Resolution 2016 – 23 – Presented by Chris Muirhead, Bond Counsel, Modrell Sperling
 - d. Lincoln County – Dekker/Perich/Sabatini: Agreement through Cooperative Education Services (CES) for Architectural and Engineering Services for New EMS Facility
 - e. Consideration / Approval of Entering Into Agreement through Cooperative Education Services (CES) with Jaynes Corporation for Construction of EMS Facility
15. Solid Waste Collection Services
 - a. General Update
 - b. Consideration and Approval of First Amendment to Solid Waste Services Contract Between County of Lincoln and Sierra Contracting, Inc., Effective Upon Approval of Resolution 2016-17
16. Greentree Solid Waste Authority Update
 - a. Status of GSWA Open Meetings Act Violation Complaint to Attorney General re: County’s September 9, 2016 Special Meeting
 - b. Status of County Notification to GSWA that County Would Collect its Own Solid Waste on County Property – Terminating Service with GSWA
 - c. Status of County Request to NMFA for Intercept Agreement for Environmental Gross Receipts Taxes
17. Approval of Required 2017 Operational Resolutions:
 - a. Resolution 2016-15 - Establishing 2017 Regular Commission Meetings
 - b. Resolution 2016-14 - Establishing 2017 County Official Holiday Calendar
 - c. Resolution 2016-16 - Open Meetings Act
 - d. Other 2017 Committee Meetings – Planning Commission, Lincoln Historic Preservation Board and Lodger’s Tax Committee

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18. Annual Inventory Certification for Fiscal Year 2015-2016
19. Community Development Block Grant (CDBG) Annual Requirements
 - a. Resolution 2016-21 Purchasing Policy
 - b. Resolution 2016-22 CDBG Policies & Certifications
20. Lincoln County Business Registration Ordinance Discussion
21. Discussion / Direction on Land Lease Agreement - Verizon Wireless Tower Project at OES Building - VZW NM6 Angus
22. **1:00 p.m.:** Public Hearing to consider possible new service offering with proposed rate amending Resolution 2015-45, A Resolution setting fees to be charged for the efficient & sanitary collection of solid waste in Lincoln County by Resolution 2016-17, pursuant to Ordinance 2016-01
23. **1:30 p.m.:** Public Hearing is to consider an applicant seeking a bed & breakfast liquor license, with on premises consumption in common areas only; Liquor License No. 1016967; from Forges Bradstreet, DBA Wortley Hotel, 585 Calle La Placita, Lincoln, NM 88338.
24. Approval of Lodger's Tax Application:
 - a. Purpose: Adventure Marketing/Ruidoso Visitor Guide
Request: \$5,000
Date(s) of Event: Visitors Guide
Presenter: Lajuana Martinez/AdVenture Marketing
Lodgers Tax Committee Approved: \$5,000
Application No. : 0020
25. Approval of Prior Year FY 15-16 Invoices for Southeastern New Mexico Economic Development District
26. Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinance
27. 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).
28. Signing of Official Documents
29. Next meetings:
 - a. December 20, 2016 Regular Commission Meeting
30. Adjourn

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



County of Lincoln

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Agenda Item 6

SUBJECT

Approval of Minutes:

- a) October 18, 2016, Regular Commission Meeting
- b) October 25, 2016, Special Commission Meeting

1 **COUNTY OF LINCOLN**

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

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

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

9
10 **Minutes**
11 **Tuesday, October 18, 2016**

12
13 Minutes of the Regular Meeting of the Lincoln County Commission held at 8:30 AM on October
14 18, 2016 in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New
15 Mexico.

16
17 **1. Call to Order**

18
19 Vice Chair Draper called the Regular Meeting of the Board of County Commissioners to order at
20 8:30 AM.

21
22 **2. Roll Call**

23
24 **Roll Call.**

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

27 **Absent:** Chair Stone.

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

31
32 **3. Invocation**

33
34 The invocation was presented by Chair Draper.

35
36 **4. Pledge of Allegiance**

- 37
38 a. Pledge – US Flag
39 b. Salute – NM Flag
40

41 **5. Approval of Agenda**

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

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

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

46 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.

47
48 **6. Approval of Minutes**

49
50 a. September 27, 2016 – Regular Commission Meeting
51

52 **Motion:** Approve the minutes of the September 27, 2016 Regular Meeting; **Action:** Approve,
53 **Moved by** Commissioner Stewart, **Seconded by** Commissioner Willard.

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

55 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.
56

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

59 a. Payroll/Accounts Payable/Budget/ Expenditures

60 b. Treasurer's Financial Report for the Month ending September 30, 2016
61

62 **Motion:** Approval of the Consent Agenda as presented **Action:** Approve, **Moved by**
63 Commissioner Stewart, **Seconded by** Commissioner Willard.
64

65 Commissioner Stewart expressed concern about expenditures and fund balances for the Office
66 of Emergency Services and the Maintenance Department.
67

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

69 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.
70

71 **SEE EXHIBIT A:** Copies of Consent Items including Amended Resolution 2016-3 are attached
72 hereto in reference thereto made a part hereof.
73

74 **19. Recognition for Arabela and Bonito Fire Departments for Achieving ISO Rating 6**
75

76 Nita Taylor, County Manager informed the State Fire Marshal's Office conducts an Insurance
77 Service Office (ISO) Grading Survey of the County Volunteer Fire Departments every three years.

78 Ms. Taylor stated an improved rating reflects a fire department's successful advancement of
79 firefighting capabilities and an increased level of service to the community. Ms. Taylor stated the
80 Arabela Fire Department improved their ISO Rating from 9 to 6 and the Bonito Fire Department
81 improved their rating from 8 to 6.
82

83 Joe Kenmore, Director of the Office of Emergency Services introduced Carl Bartley, Bonito Fire
84 Chief; Rick Hall, Bonito Fire Department; Cliff Crouch, Arabela Assistant Fire Chief; and
85 Fernando Montoya, Arabela Fire Chief. Mr. Kenmore presented each department with a
86 Certificate of Recognition issued by the State Fire Marshal.
87

88 **8. Forest, Land & Natural Resources Matters:**
89

90 a. Smokey Bear Ranger District
91

92 Anthony Sanchez, Fire Management Officer for the Smokey Bear District introduced Aaron
93 Baldrige, Acting District Ranger. Acting Ranger Baldrige informed he would serve as Acting
94 District Ranger through mid-December when the new permanent District Ranger would assume
95 the position. Acting Ranger Baldrige reported previously scheduled work on prescribed burns
96 would continue as weather permitted. Acting Ranger Baldrige anticipated the District would

97 release the Draft Assessment for the Lincoln National Forest Plan Revision for public comment
98 and would schedule public hearings on the topic.
99

100 Ms. Taylor informed the Lincoln National Forest had scheduled two workshops on forest
101 restoration in the Sacramento Mountains in October. Ms. Taylor stated individuals planning to
102 participate in the Forest Plan Revision process were encouraged to attend these workshops.
103

104 b. Cibola National Forest
105

106 Ms. Taylor stated she had no new information to present regarding the Cibola National Forest
107 Plan Revision. Ms. Taylor reminded the Claunch Pinto Soil and Water Conservation District was
108 a key participant in the Plan Revision Process. Ms. Taylor stated Dee Tarr, District Manager of
109 the Claunch Pinto SWCD extended an invitation to Lincoln County Commissioners to attend the
110 district's 75th Anniversary Celebration on November 10, 2016.
111

112 c. South Central Mountain Resource and Conservation District Council
113

114 Rick Merrick, Community Forester was unable to attend today's meeting. Ms. Taylor provided
115 copies of the District's August Meeting minutes and September Meeting Agenda. Ms. Taylor
116 stated she attended the August meeting and noted a topic of interest was the Air Curtain
117 Incinerator and potential usage by County residents for slash and green waste disposal.
118

119 d. Upper Hondo Soil & Water Conservation District
120

121 Laura Johnson, Program Coordinator was unable to attend the meeting but provided information
122 regarding a "Drought Outlook and Impacts Workshop" scheduled for October 25, 2016 in Las
123 Cruces.
124

125 e. Water Issues
126

127 Ms. Taylor reported there were no new water right applications posted to the state Engineer's
128 website this month.
129

130 **9. Approval Intergovernmental Agreement Regarding the Exercise of Joint Powers for**
131 **the Operation of the Coalition of Arizona / New Mexico Counties for Stable**
132 **Economic Growth.**

133 Ms. Taylor reminded Lincoln County had participated as a member in this Coalition for many years
134 and budgeted \$2600 for dues for this fiscal year. Ms. Taylor stated the purpose of the coalition
135 was to provide for a mutual and common response to state and federal regulatory actions which
136 impact land and wildlife resource management. Ms. Taylor noted the coalition also funded and
137 directed litigation pertaining to actions by federal agencies which adversely affect members and
138 economic activities.

139 Ms. Taylor presented the Intergovernmental Agreement which if approved would revoke and
140 replace the existing Joint Powers Agreement initially developed in the 1990's. Ms. Taylor stated
141 the agreements were substantially the same.

142 **Motion:** Approve Intergovernmental Agreement with the Coalition of Arizona and New Mexico
143 Counties, **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by** Commissioner
144 Willard.

145 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).
146 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.

147 **11. Consideration of Contract Award to Review and Amend Appendix A and B of the**
148 **Lincoln Historic Preservation Ordinance No. 2004-5**
149

150 Ms. Taylor reminded of prior action to approve the formation of a subcommittee by the Lincoln
151 Historic Preservation Board to draft revisions to Appendix B of the Lincoln Historic Preservation
152 Ordinance. Ms. Taylor provided a proposal received from Reginald Wade Richey for the
153 provision of professional services to review and provide recommendations for amendments to
154 clarify both Appendix A and Appendix B of the Ordinance.
155

156 Alan Morel, County Attorney discussed the problems associated with current appendices and Mr.
157 Richey's extensive experience in dealing with the Ordinance both as a past Historic District Board
158 member and longtime resident of the Historic District. Attorney Morel requested clarification of
159 the scope of work proposed by Mr. Richey.
160

161 Mr. Richey stated the original appendices were developed by the Historic Preservation
162 Department in Santa Fe in 1974 with only minor revisions since that time. Mr. Richey stated the
163 current appendices lack clarity, graphic examples and clear guidance. Mr. Richey suggested
164 revision utilizing graphics and photos to provide clear guidance for users and assist the Lincoln
165 Historic Board in the decision making process.
166

167 Attorney Morel questioned Mr. Richey about the estimated total cost for services.
168

169 Mr. Richey stated the proposed costs of \$7800 were accurate and the reference to "undetermined
170 expense" was included to accommodate publication costs. Mr. Richey suggested publication of
171 the revised appendices by posting to the Lincoln County website would decrease publication
172 costs.
173

174 Attorney Morel clarified any revisions to the Lincoln Historic District Ordinance Appendices were
175 not revisions to the Ordinance itself and therefore would not require a public hearing.
176

177 Commissioner Willard questioned if Mr. Richey currently served as member of the Lincoln Historic
178 Preservation Board.
179

180 Mr. Richey stated he had resigned from the Historic Preservation Board but during his tenure he
181 had completed a review and revision of large portions of the appendices. Mr. Richey stated
182 during that review he determined the addition of graphic illustrations and other supporting
183 documents would prove very useful to the Board and to applicants for signage in particular.
184

185 Commissioner Willard reported he had contacted the NM State Preservation Department and
186 learned a grant to match funds expended was available and requested the Grant Administrator
187 submit a grant proposal.
188

189 Chair Draper questioned if other members of the Lincoln Historic Preservation Board had
190 expressed an opinion regarding the proposed contract for Mr. Richey's services.
191

192 Commissioner Allan commented on the ambiguity of current language and expressed support as
193 a past member of the Historic District Board for the project to assist with clarity in the
194 administration of the Lincoln Historic District Ordinance.

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Motion: Approve a professional services contract with Mr. Richey to review and amend Appendices A and B for the amount of \$7800 and direct the Manager and Attorney to develop the contract to define the scope of work, **Action:** Approve, **Moved by** Commissioner Allen, **Seconded by** Commissioner Willard.

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

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

12. Approval or Disapproval of Safety Net Care Pool and Indigent Health Care Claims

Mr. Annala presented the Safety Net Care Provider Pool claims for approval. Mr. Annala processed 19 claims with 19 recommended for approval and none recommended for disapproval for a monthly authorization of \$31,129. Mr. Annala stated approval of the claims would result in a total approval of Safety Net Care Pool claims for Fiscal Year 2016-2017 to date of \$68,387 or a monthly average of \$17,097.

Mr. Annala presented the Indigent Health Care Payments request for the month. Mr. Annala processed 13 claims with 10 claims recommended for approval and 3 for disapproval for a total payment this month of \$4,315.91. Mr. Annala stated approval of the claims would result in a total expenditure for Fiscal Year 2015-2016 to date of \$27,830 or a monthly average of \$6.957. Mr. Annala stated based on the current average he estimated expenditure of \$83,489 of the \$100,000 budget.

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

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

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

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

14. Sun Zia Update-Martin Bailey

Ms. Taylor provided a history of Lincoln County's interest and prior actions beginning in 2011 related to the Sun Zia Project. Ms. Taylor noted actions included the adoption of Resolution 2011-18 and Resolution 2013-05 in support of the project.

Martin Bailey, Real Property Manager for the Sun Zia Project provided a project summary and status report for the 515 mile transmission line in New Mexico and Arizona. Mr. Bailey stated the most recent developments included the execution of a final agreement with the Bureau of Land Management and the official close of the Anchor Tenant Process in August of 2016. Mr. Bailey discussed the Internal Revenue Service's wind product tax credits and commented on the tight timeline for project completion to receive the full tax credit which will diminish beginning in 2020.

Laura Lee Hunt, Patterson Energy Project Manager for wind development in the State of New Mexico reported Patterson was working with private land owner groups including Corona area land owners to develop anchor tenant agreements. Ms. Hunt stated she was working with the Lincoln County Planning Department to review applicable Lincoln County Ordinances and assure compliance.

245 **13. 9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY**
246 **OFFICIALS**
247

248 Commissioner Stewart informed he attended a celebration on October 16, 2016 marking the 100th
249 anniversary of the Angus Church of the Nazarene. Commissioner Stewart stated he also
250 attended the National Tribal Telecommunications Conference hosted by the Mescalero Apache
251 Telephone Company for a discussion titled "Broadband Matters". Commissioner Stewart
252 reported he was asked to serve on a project management team for the ongoing Joint Land Use
253 Study project.

254
255 Commissioner Stewart reported Debra Ingle, Operations Manager for the Greentree Solid Waste
256 Authority filed an Open Meetings Act Complaint with the Attorney General alleging Lincoln County
257 did not meet the requirements of the act for the Special Meeting held September 9, 2016.
258 Commissioner Stewart reminded he was the Lincoln County member serving on the GSWA Board
259 and stated this action was taken without his knowledge or the approval of the GSWA Board.

260
261 Alan Morel, County Attorney stated for the record the Lincoln County notice of the September 9,
262 2016 Special Meeting was absolutely proper. Attorney Morel stated the typical remedy for any
263 allegation of a violation of the Open Meetings Act resulted in a recommendation from the Office
264 of the Attorney General to reconsider any actions taken during such meeting. Attorney Morel
265 stated "out of an abundance of caution" Lincoln County would schedule a Special Meeting to
266 reaffirm the actions taken at the September 9, 2016 Special Meeting.

267
268 Beverly Calaway, Treasurer reported Lincoln County received the 2016 County Equalization
269 Distribution from the State of New Mexico. Ms. Calaway explained the distribution was allocated
270 to counties who generate gross receipts tax less than the statewide average per capita in the
271 fiscal year. Ms. Calaway stated the distribution was equal to 1/8th of the county gross receipts
272 tax in 2016. Ms. Calaway stated in 2015 Lincoln County's distribution was \$134,721 but the
273 distribution for 2016 was \$43,938 or less than 1/3 of the normal distribution. Ms. Calaway
274 attributed the reduction to the decline in gross receipts tax revenues associated with the oil and
275 gas industry.

276
277 Ms. Calaway reported the Treasurer's Office would bill county residents for \$29,974,595.64 in
278 property taxes. Ms. Calaway provided several charts detailing amounts billed and distributions
279 for each individual entity for which Lincoln County collects property taxes. Ms. Calaway informed
280 the Title Examiners for the State of New Mexico had begun the annual process to research and
281 red tag properties which were delinquent from 2013 to 2015.

282
283 Commissioner Stewart questioned if there was a statutory time line for the issuance of property
284 tax bills.

285
286 Ms. Calaway stated there was a small forty day window to issue property tax bills and process
287 returned mail, questions, and other matters related to the billing. Ms. Calaway stated traditionally
288 the Lincoln County Treasurer's Office mailed the property tax bills on or about October 20th of
289 each year to provide tax payers additional time to pay prior to the delinquent deadline of
290 December 10th. Ms. Calaway stated concerns about any delay occurring as a result of the
291 allegation of violation of the Open Meetings Act for the meeting during which the property tax
292 rates were approved.

293
294 Rhonda Burrows, Clerk informed on her attendance at the New Mexico Association of Counties
295 Board Meeting held in Lordsburg on October 13th and 14th, 2016. Ms. Burrows stated NMAC

296 Board Members received a tour of the new US Board Patrol Facility located there which was built
297 in partnership with Hidalgo County. Ms. Burrows stated the Bureau of Land Management also
298 presented at the meeting and discussed the process whereby local governments or public entities
299 could acquire property listed on the BLM disposal list for public use.

300
301 Earl McCaw, resident of Grey Road in Capitan requested assistance and expressed concern
302 about neighbors who had multiple modular homes and recreational vehicles on their property.
303 Mr. McCaw expressed belief the homes were not properly connected to a septic tank. Mr.
304 McCaw stated belief these residents were also utilizing solid waste services without payment and
305 suggested other illegal activities were occurring in the area.

306
307 Samantha Mendez, Interim Planning Director and Ordinance Administrator informed she had
308 forwarded Mr. McCaw's complaint to the State of NM Environmental Department who has
309 oversight of sewage disposal. Ms. Mendez stated the Environmental Department had opened
310 an investigation and finding no permit for the property had mailed a notice of violation which was
311 returned as undeliverable. Ms. Mendez stated the Environmental Department was endeavoring
312 to find a valid address.

313
314 John Ryan, present as representative of the Sun Zia Project, stated he wished to speak as a
315 citizen and informed he had relinquished his seat in the New Mexico Senate after serving twelve
316 years. Mr. Ryan reported he was working on the Sun Zia Transmission Project and hoped to
317 help inform and coordinate the development of the project with the County of Lincoln. Mr. Ryan
318 stated belief Lincoln County would benefit more than any other county from the project.

319
320 Chair Draper reported on NMAC Economic Development Committee activities including the
321 development of specific training opportunities for county employees and also the expansion of
322 broadband accessibility for economic development. Chair Draper also reported on his
323 attendance at a meeting of the Southeastern New Mexico Economic Development District
324 (SNMEDD) during which the Small Business Association provided an update on activities to
325 support small businesses. Chair Draper reported SNMEDD had also received reduced state
326 funding as a result of the recent budget cuts. Chair Draper informed the Mescalero Apache Tribe
327 planned to develop their own Economic Develop District.

328
329 Karen Hazen, Program Director for the Carrizozo Soil and Water Conservation District presented
330 a request to partner with Lincoln County for development of a joint land use agreement. Ms.
331 Hazen noted the current Lincoln County Land Use Plan was developed in 2007.

332
333 Steve Harkey, Supervisor for the Conservation District explained the need for a Land Use
334 Agreement to assist with planning. Mr. Harkey suggested Lincoln County and the Conservation
335 District work together to revise the current Lincoln County Land Use Plan.

336
337 Ms. Taylor remarked on the age of Lincoln County's plan, expressed belief it would be timely to
338 review the Lincoln County Land Use Plan, and supported the inclusion of the Conservation District
339 and the Lincoln County Land and Natural Resources Committee (LANRAC) in the process.

340
341 **14. Sun Zia Update-Martin Bailey (continued)**

342
343 Mr. Bailey informed the 515 miles designated for the project consisted of 315 miles in the State
344 of New Mexico of which 134 miles were on Bureau of Land Management property, 90 miles were
345 on New Mexico State Land Office property, and 94 miles were on private property. Mr. Bailey
346 stated right of entry and right of way negotiations were in process. Mr. Bailey stated after the

347 execution of the Bureau of Land Management agreement all except 4 miles of the project were
348 under agreement.

349
350 Commissioner Draper questioned if the route represented on the presentation map was the final
351 route and if the route was approved by the military in the area.

352
353 Mr. Bailey stated since the initial proposal in 2008 the route was altered to accommodate the
354 record of decision issued in February 2015 but stated the route presented today was the final
355 route. Mr. Bailey stated the route was subject to minor revisions if needed to accommodate any
356 identified cultural resources during construction.

357
358 Mr. Bailey stated the high voltage line would be served by a lower voltage collector system which
359 would reach further into resource zones to provide access to the Sun Zia Transmission Line. Mr.
360 Bailey stated Patterson Energy would design the collector systems in New Mexico.

361
362 Chair Draper questioned if any New Mexico power companies would utilize the energy generated
363 for the Sun Zia Line.

364
365 Mr. Bailey stated the demand for alternative energy in New Mexico was currently fulfilled by
366 existing resources but conversations were ongoing to gauge future interest.

367
368 **10. NMDOT Discussion/Update - District Engineer Timothy Parker**

369
370 Ms. Taylor reminded the New Mexico Department of Transportation (DOT) was a key partner of
371 Lincoln County's in the utilization of Capital Appropriations for road improvements, development
372 of Cooperative Road programs and providing maintenance and service for state roads traversing
373 Lincoln County.

374
375 Timothy Parker, District Engineer introduced key staff including Sigrid Webb, Local Government
376 Local Fund Coordinator; Jim Scoonhoyd, Assistant District Engineer for Maintenance; Eddie
377 Sedillo, Area Maintenance Supervisor for Lincoln and Otero Counties; Chris Barela, Carrizozo
378 Patrol Foreman; and Jimmy Luna, Capitan Supervisor.

379
380 Mr. Parker provided an overview of DOT activities in District 2 which includes Chaves, Lincoln,
381 Otero, Eddy, Lea, Roosevelt, Curry, De Baca and parts of Guadalupe and Torrance County and
382 is the largest district in the state. Mr. Parker stated the district included 7750 miles of travel and
383 served 137 different communities. Mr. Parker discussed the District 2's annual funding
384 allocation of 25 to 26 million per year.

385
386 Mr. Parker reviewed recently completed projects in Lincoln County including improvements to Ski
387 Run Road and Apache Summit on Highway 70. Mr. Parker reviewed the list of current and
388 planned maintenance projects scheduled in Lincoln County. Mr. Parker also provided a list of
389 planned future projects which include improvements to US 54; US 380; Ski Run Road; and NM
390 48.

391
392 Commissioner Stewart questioned if DOT was involved in the placement of Early Warning
393 signage for road closure by White Sands Missile Range.

394
395 Mr. Parker stated the Early Warning signage was owned and managed by White Sands Missile
396 Range (WSMR) but noted DOT had received some complaints about the need for notification.
397 Mr. Parker stated DOT had suggested WSMR place two additional Early Warning signs in

398 Carrizozo and on Highway 70. Mr. Parker agreed to share contact information with the County
399 Manager so Lincoln County could continue to pursue placement of signage.

400
401 Mr. Parker discussed local government projects which may include capital outlay awards and
402 commented on the process to complete projects and receive reimbursement for work done. Mr.
403 Parker stated additional oversight measures for cost share projects with local government entities
404 were in place to satisfy federal requirements.

405
406 Commissioner Draper questioned if DOT could assist Lincoln County with the relocation of the
407 County Road Yard.

408
409 Mr. Parker reminded DOT had donated millings to Lincoln County to improve county roads but
410 stated the County could submit a letter of request for land to locate a road yard.

411
412 Ms. Taylor questioned the status of improvements planned for Highway 54 in Carrizozo.

413
414 Mr. Parker stated improvements to the downtown area were "bumped" by Santa Fe from 2017 to
415 2019 due to fiscal constraints.

416
417 Ms. Taylor also discussed traffic problems associated with the configuration of US 48 in Capitan
418 which has a 90 degree turn near the County owned and Presbyterian managed medical clinic.

419
420 Jimmy Luna, Capitan Supervisor stated the problem was under review by the traffic engineer who
421 would provide recommendations.

422
423 Mr. Parker noted the DOT District had a number of these "Deadman" curves which were typically
424 cost prohibitive to redesign. Mr. Parker stated typically the traffic engineer would identify low
425 cost, high value options to modify traffic within 30 to 40 days.

426
427 Chair Draper recessed the Regular Meeting at 10:41 AM and reconvened at 10:56 AM.

428
429 **15. Lincoln County Medical Center**

430
431 **a. General Update**

432
433 Ms. Taylor reported on efforts by both Presbyterian and Lincoln County to educate the public
434 about the County Bond Question on the 2016 General Election Ballot. Ms. Taylor provided a
435 copy of Presbyterian's presentation to the public and also copy of a letter of support issued by the
436 Ruidoso Valley Chamber of Commerce. Ms. Taylor stated the focus of these educational efforts
437 was to inform voters the new renegotiated lease payment from Presbyterian in the amount of \$2.3
438 million per year was more than sufficient to cover the anticipated debt service of approximately
439 \$1.8 million per year for construction of a new hospital and therefore property taxes would not
440 increase should voters approve the bond question.

441
442 **b. Authorization to Enter Into CES Agreement and Standard AIA Contract**
443 **Between County of Lincoln and Dekker/Perich/Sabatini, Architect, for A/E Fees**
444 **Associated with Emergency Medical Services - Effective November 9, 2016 if**
445 **General Obligation Bond Question Approved by Voters**

446
447 Ms. Taylor presented a proposed timeline provided by the architectural firm of
448 Dekker/Perich/Sabatini for the design and construction of a new Emergency Medical Services

449 facility. Ms. Taylor stated if the voters approved the bond question related to the construction of
450 the new hospital on November 8, 2016, architectural and design tasks could commence for this
451 portion of the project as early as November 22, 2016. Ms. Taylor stated the estimated cost for
452 architectural services was \$126,173.13 plus gross receipts tax and construction costs were
453 estimated at \$1,941,125 plus gross receipts tax.
454

455 Ms. Taylor discussed the advantages of granting authorization to proceed with work on an
456 agreement and contract prior to the election. Ms. Taylor stated if authorization to proceed was
457 granted the agreement would not be finalized unless and until the voters approved the bond
458 question.
459

460 **Motion:** Authorize the Manager and County Attorney to develop and enter into a contract for
461 architectural services pending approval of the County Bond Question for the 2016 General
462 Election on November 8, 2016, **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded**
463 **by** Commissioner Draper.

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

465 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.
466

467 16. Solid Waste Collection Services

468
469 a. Review Draft of Resolution 2016-17, Introducing New Service Offering: Lincoln
470 County Private 3 Cubic Yd. Dumpster and Associated Fee
471

472 Ms. Taylor reminded of prior direction to develop a fee for the provision of a proposed new service
473 of Private Dumpsters. Ms. Taylor reviewed the process to determine the fee for the proposed
474 service and recommended establishing a fee of \$63.30 per month for provision of a private
475 dumpster.
476

477 Ms. Taylor presented a draft of the proposed Resolution and requested a public hearing be set
478 for the November Regular Meeting to consider adoption of the Resolution to formally establish
479 rates for the proposed new service.
480

481 Attorney Morel stated the action of establishing a new "voluntary" service would not require a
482 revision of the related Solid Waste Ordinance only adoption of the associated fee by Resolution.
483

484 Ms. Taylor reported staff had identified no cost effective way to poll the public as to potential
485 demand but reminded additional dumpsters were purchased and therefore available for use.
486

487 b. Consideration and Approval of First Amendment to Solid Waste Services Contract
488 Between County of Lincoln and Sierra Contracting, Inc; Effective Upon Approval
489 of Resolution 2016-17
490

491 Ms. Taylor informed adoption of the proposed amendment to Lincoln County's contract with Sierra
492 Contracting would enable Sierra Contracting to provide the private dumpster service immediately
493 upon adoption of a rate by resolution.
494

495 Commissioner Stewart questioned if the County should wait to amend the contract until after the
496 public hearing to consider Resolution 2016-17.
497

498 Attorney Morel stated the intent was to begin development of the terms of the agreement
499 contingent upon approval of the Resolution

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There was a consensus to postpone adoption of the contractual amendment until after the public hearing and adoption of the associated Resolution at the November Regular Meeting.

c. General Update

Ms. Taylor reminded of a prior discussion of a request from Greentree Solid Waste Authority for assistance with the crediting of overpayments to GSWA for the first quarter of 2015. Ms. Taylor stated she informed GSWA the County could not apply credit to individual accounts as initially proposed by GSWA.

Ms. Taylor reported Lincoln County received delivery of 72 new dumpsters. Ms. Taylor stated Sierra Contracting was in the process of replacing damaged dumpsters with plans to repair those damaged if possible for future use.

Ms. Taylor reported the previously discussed and approved slash pick up had commenced and a representative from Sierra Contracting was on hand to provide an update.

Paul Wetzel, General Manager for Sierra Contracting provided a list of areas where slash pick up had occurred and estimated one third of the total project was complete. Mr. Wetzel anticipated the majority of tonnage would come from the Cedar Creek and Alpine Village areas.

Commissioner Stewart informed the coordinator for slash pickup for the Ranches of Sonterra had reported the previously identified slash piles were picked up and expressed belief the subdivision was current on slash pick up.

Commissioner Willard questioned what amount of slash Sierra Contracting had collected to date.

Mr. Wetzel estimated Sierra Contracting had picked up approximately 600 yards of slash thus far and expressed belief this was approximately one third of the total project.

Ms. Taylor noted Lincoln County had five community trash days in 2016. Ms. Taylor stated residents expressed appreciation for the community trash days and requested consistent provision of this service.

Mr. Wetzel reported residents had self-hauled approximately 4000 cubic yards of green waste and approximately 500 cubic yards of trash this year. Mr. Wetzel requested the County continue to inform residents about the option to haul slash and other waste directly to Sierra Contracting's yard as an effort to reduce illegal dumping.

Ms. Taylor reported the development and filing of previously approved liens was pending due to staff commitments for solid waste billing and collection. Ms. Taylor stated the number of accounts originally identified had declined to approximately 150.

17. Manager's Report

- 1. HAT OFF:** County Road Department Operator IV Sammy Roper received high praise from landowner and rancher Sid Goodloe for anticipating the needs of his constituents and taking care of the roads accordingly. Mr. Goodloe stated the roads were sometimes impassible for large trucks at cattle-shipping time, making the task

550 difficult for both the rancher, the hauler and the cattle. Mr. Roper made it a point to
551 know when shipping was scheduled and prepared the road properly and timely.

- 552
553 **2. Annual Site Visit to Lincoln County Detention Center:** During the lunch break
554 at the September 27th Commission meeting, all five Commissioners and the Manager
555 conducted an unannounced inspection of the Lincoln County Detention Center. As
556 per NMSA 33-3-4 "Each governing body of a county or municipality shall conduct an
557 annual site visit to the jail or detention center under its jurisdiction to inspect the
558 overall conditions at the facility." NMSA 33-3-4 requires that following a site visit, an
559 inspection report shall be presented at a regular meeting of the governing body.

560
561 The Commissioners and County Manager found the overall conditions at the
562 Detention Center to be satisfactory.

- 563
564 **3. Socorro, Curry and Dona Aña Counties to Host NMAC Conferences for 20185,**
565 **2019 and 2020:** The New Mexico Association of Counties Board of Directors voted
566 to award the annual conference locations for 2018, 2019 and 2020 to Socorro County,
567 Curry County and Dona Aña County respectively.

- 568
569 **4. Village of Ruidoso Forestry Department:** The County received two letters from the
570 Village of Ruidoso ("VOR") regarding compliance with its Community Forest
571 Management Plan which requires property owners to "control and/or abate all
572 flammable vegetation that constitutes a fire hazard which may endanger or damage
573 neighboring property." The Manager stated the letters were for Lincoln County
574 owned lots within the municipality and the County had until August 31, 2017 to comply
575 with the mandate. The Manager commented on the Village's thinning standards
576 and suggested consideration of their processes as the County considered options for
577 slash control and removal.

- 578
579 **5. State Purchasing Division Notice of Proposed Rulemaking:** County and
580 Municipal Managers, School Officials and others received correspondence from Jim
581 Barentine, Director for Southern Services CES informing of a State Purchasing
582 Division Notice of Proposed Rulemaking which may adversely affect an entity's
583 authority as a local public body to continue to handle procurement as currently
584 allowed. The Manager provided a copy of the rule and a copy of the proposed
585 changes.

- 586
587 **6. Carrizozo Senior Center:** Lincoln County's Department of Finance and
588 Administration Community Development Project Manager Karen Ramage,
589 responsible for overseeing the CDBG Grant, traveled to Carrizozo last week to
590 conduct a physical review of the site. Ms. Ramage was preparing for the formal grant
591 close-out scheduled for the end of November. Kam Security scheduled a final
592 inspection with the Fire Marshal for the alarm system and this was the last inspection
593 hurdle to cross. The Construction Industries Division (CID) completed their inspection
594 and signed off of the project but a Certificate of Occupancy cannot be issued until the
595 final Fire Marshal inspection. The Manager reminded the CDBG closeout process
596 required a Final Closeout Public Hearing. The Manager stated the public hearing
597 would be facilitated by Dora Batista, Grant Coordinator for the Southeastern New
598 Mexico Economic Development District.

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7. Road Superintendent: Lincoln County received eleven applications for the open Road Superintendent position. The position was advertised as a full time, unclassified at will position. The Manager stated the initial review of applications was conducted, reference checks were scheduled, and interviews would occur in the next week.

8. Calendar of Events: The Manager provided a calendar of upcoming events.

9. Department Head Updates

- a) Curt Temple, Interim Road Superintendent informed Road Department staff would work with the Village of Ruidoso to determine actions needed for compliance with their thinning standards and determine if staff could complete the requirements. Mr. Temple reported on various road projects including the application of millings obtained from the Department of Transportation on Devil's Canyon Road and some planned rehabilitation for Paso Monte Road. Mr. Temple also reported the US Forest Service reclaimed ownership of a grid roller for use in California with the intent to return it to Lincoln County within four to six months.
- b) Punkin Schlarb, Finance Director reported an option to pay solid waste fees by credit card was added to the Lincoln County website for customer convenience. Ms. Schlarb also reported the annual audit was in the final stages.
- c) Billie Jo Guevara, Administrative Assistant and Human Resources reported notices were provided to employees regarding optional benefits.
- d) Samantha Mendez, Interim Planning Director reported Amanda Garcia in Rural Addressing received notification Lincoln County had improved the 911 match rate from 82% to 90%. Ms. Mendez stated Ms. Garcia was now working with the Village of Capitan to resolve 911-addressing issues. Ms. Mendez stated she was overseeing the slash project as well as sending out the annual alarm permit renewal notifications. Ms. Mendez stated staff were also developing an inventory for signage.

Commissioner Willard question if Lincoln County had an Ordinance or method to track nightly rentals.

Paul Baca, Assessor stated the Assessor's Office does attempt to track nightly rentals as they are considered non-residential and therefore taxed differently. Mr. Baca stated he was not certain all nightly rentals were currently tracked because there was no single source list.

Commissioner Willard suggested Lincoln County consider identification and monitoring of nightly rentals to increase revenue for lodger's tax and also to deal with complaints related to these rentals.

Commissioner Draper stated he would explore the Village of Ruidoso process for oversight of these nightly rentals.

Attorney Morel reminded of the prior consideration and rejection by the Board of County Commissioners of a Business License Ordinance. Attorney Morel stated the proposed Ordinance would help to identify businesses such as nightly rentals.

649 e) Joe Kenmore, Director of Office of Emergency Services reported on two recent
650 grass fires and a fire on the porch of a rental home. Mr. Kenmore stated OES
651 was currently working with the volunteer fire departments to complete pump
652 testing.
653

654 Chair Draper recessed the Regular Meeting at 12:05 PM and reconvened at 1:00 PM.
655

656 Chair Draper recessed the Regular Meeting and convened the Public Hearing at 1:01 PM.
657

658 **18. 1:00 PM: Public Hearing to consider an applicant seeking a craft distiller license,**
659 **with on premises consumption and package sales for Liquor License No. 1001472:**
660 **Glencoe Distillery, 27489 US HWY 70, Glencoe New Mexico**
661

662 Ms. Taylor informed the purpose of the public hearing was to consider the application for a craft
663 distiller license, with on premises consumption and package sales. Ms. Taylor presented a copy
664 of the Preliminary Approval issued by the NM Regulation and Licensing Department Alcohol and
665 Gaming Division for the application. Ms. Taylor reminded prior to final approval the Local
666 Governing Body was required to hold a public hearing to consider the application.
667

668 Will Ponder, Managing Partner for Glencoe Distillery informed this application for a distiller license
669 would allow the manufacturing of the "four major spints" whiskey, vodka, rum and gin. Mr. Ponder
670 stated the company would also manufacture derivatives such a coffee liquor.
671

672 Commissioner Draper questioned the water source for these operations.
673

674 Mr. Ponder stated the company initially planned to use treated well water for manufacturing but
675 planned to seek permission to use collected rain water.
676

677 Commissioner Draper questioned the number of employees the company planned to employ.
678

679 Mr. Ponder stated in addition to the four business owners he anticipated hiring four additional
680 employees
681

682 Commissioner Draper questioned if the process generated waste which would require disposal.
683

684 Mr. Ponder stated the company would use the spent grain waste for compost and for a worm farm
685 to generate additional farm products.
686

687 Commissioner Willard questioned the distance of the manufacturing site from the nearest church.
688

689 Mr. Ponder stated the nearest church was over 1,000 feet.
690

691 Chair Draper requested additional public comment and receiving none adjourned the Public
692 Hearing and reconvened the Regular Meeting at 1:05 PM.
693

694 **Motion:** Approve Application No. 10014721 for the Glencoe Distillery, **Action:** Approve, **Moved**
695 **by** Commissioner Stewart, **Seconded by** Commissioner Willard.

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

697 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.
698

699 **20. White Mountain Drug Task Force: Approval of MOU Between the Village of Ruidoso,**
700 **City of Ruidoso Downs, 12th Judicial District Attorney, US Customs and Border**
701 **Protection, US Border Patrol, Bureau of Indian Affairs-OJS-Mescalero, Lincoln**
702 **County Sheriff's Office and The County of Lincoln**
703

704 Ms. Taylor stated the purpose of the agreement was to state the general understanding between
705 the involved parties as to the development, implementation and operation of a drug enforcement
706 task force. Ms. Taylor informed under the terms of the agreement the County of Lincoln would
707 act as the fiscal agent for the task force.
708

709 **Motion:** Approve the Memorandum of Understanding for the drug task force **Action:** Approve,
710 **Moved by** Commissioner Stewart, **Seconded by** Commissioner Allen.
711 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).
712 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.
713

714 **21. Consideration / Approval of the Compensation Advisory Board's Recommendation**
715 **to add a Temporary /Seasonal Position to the County Treasurer's Staff to**
716 **Compensate for Employee on Extended Medical Leave**
717

718 Ms. Taylor informed Beverly Calaway, Treasurer had requested creation of a Temporary /
719 Seasonal Position to assist in her office while a member of her staff was on extended medical
720 leave. Ms. Taylor reported the Compensation Advisory Board met on October 11, 2016 to
721 consider the request and unanimously voted to recommend approval of the position.
722

723 **Motion:** Approve a Temporary / Seasonal position for the Treasurer's Department, **Action:**
724 Approve, **Moved by** Commissioner Willard, **Seconded by** Commissioner Allen.
725 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).
726 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.
727

728 **22. Approval to Pay Prior Year Invoices to C and JS Tire and Auto Services, Inc.**
729

730 Ms. Taylor informed C and JS Tire and Auto Services, Inc. presented an invoice on September
731 27, 2016 for services provided to the Sheriff's Department and King Industries presented an
732 invoice on September 29, 2016 both of which were for services provided in the prior Fiscal Year
733 2015-2016. Ms. Taylor stated both entities were reminded of Lincoln County's timing
734 requirements for year-end invoice submittal.
735

736 **Motion:** Approve the invoices from C and JS Tire and King Industries for payment, **Action:**
737 Approve, **Moved by** Commissioner Willard, **Seconded by** Commissioner Stewart.
738 **Vote:** Motion passed (**summary:** Yes = 3, No = 1, Abstain = 0).
739 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Willard.
740 **No:** Commissioner Draper.
741

742 **23. Consideration of Appointments and Removal from Boards/ Commissioners/**
743 **Committees:**
744

- 745 a. Road Review Committee
- 746 b. Land and Natural Resources
- 747

748 **Motion:** Re-appoint Robert Barber to the Road Review Committee and Mary Ann Siegel-Russ,
749 **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by** Commissioner Allen.

750 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).
751 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.

752
753 **24. Authorization to Schedule Public Hearing to Consider Other Outdated or New**
754 **Lincoln County Ordinance**
755

756 Attorney Morel requested the Board of Commissioners consider scheduling a public hearing to
757 address proposed changes to Resolution 2016-17 to introduce a new service offering of private
758 dumpsters within Lincoln County. Attorney Morel reminded this new service did not require
759 changes to the governing Ordinance but the Lincoln County Solid Waste Ordinance mandated a
760 public hearing for any rate setting.

761
762 **Motion:** Schedule a public hearing to consider Resolution 2016-17, **Action:** Approve, **Moved by**
763 **Commissioner Willard, Seconded by Commissioner Allen.**

764 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).
765 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.

766
767 **25. Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened**
768 **and/or Pending Litigation Section 10-15-1, Sub-Paragraph H.(7), and Discussion of**
769 **the purchase, acquisition or disposal of real property or water rights by the public**
770 **body, Section 10-15-1, Sub-Paragraph H.(8).**

771
772 **Motion:** To close the meeting for the purposes of an Executive Session to discuss Threatened
773 and/or Pending Litigation pursuant to the Open Meetings Act, Section 10-15-1, Sub Paragraph
774 H.(7) and the purchase, acquisition or disposal of real property or water rights by the public body,
775 Section 10-15-1, Sub-Paragraph H.(8) and as follows:

776 New or Updated Matters since last report *

777
778 1. **Water Rights Protests: New Mexico State Engineer Hearing Numbers: 14-039 and**
779 **14-041.** Protests of Applications 01300-1, 01300-2, 01300-3, 0826-2 into 0275 *et. al.* and H-272
780 *et al* (T) and H-50-1 into H-272 *et. al.* (T) filed July 15, 2013 pertaining to movement / transfer of
781 water rights from the Hondo Valley to the Village of Ruidoso and the City of Ruidoso Downs.
782 Docketing Order filed Sept. 18, 2014. Kelly Cassels/Sanders, Bruin, Coll & Worley, P.A. has been
783 retained by the County, entered his appearance Sept. 22, 2014 and has responded in behalf of
784 the County.

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

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

795 **B. Preston, DeAnna v. County of Lincoln, Sheriff Robert Shepperd, Et Seq In the**
796 **United States District Court For The District of New Mexico 2:15-cv-01029.** Defendants
797 County of Lincoln and Sheriff Robert Shepperd's Motion to Dismiss entered November 19, 2015.
798 Order Dismissing Without Prejudice entered by Judge Stephan Vidmar April 19, 2016. Amended

799 Complaint Civil Rights Violation filed May 6, 2016 by Mr. Beauvais. Settlement Conference
800 scheduled for December 5, 2016 at 9:30 a.m. before Judge Lourdes A. Martinez.

801 4. **Orlando Montes v. Pinnacle Propane, LLC, Allen Sultemeier, County of Lincoln,**
802 **Lincoln County Fair Association, John Does; D-1226-CV-2016-00006 United States District**
803 **Court for the District of New Mexico 2:16-cv-126.** Complaint for Wrongful Death, Statutory Tort,
804 Violation of Constitutional Rights (Due Process), Negligence Per Se: Loss of Consortium,
805 Negligent Infliction of Emotional Distress filed with the 12th Judicial District Court Jan. 19, 2016.
806 Incident occurred at Lincoln County Fairgrounds July 2, 2015. County was served with Complaint
807 on January 25, 2016. The case was removed to Federal Court Feb. 22, 2016. County of Lincoln's
808 Answer to Complaint filed February 29, 2016. County's Response to Plaintiff's Motion for Partial
809 Summary Judgment filed July 28, 2016. Estate of Montes and Orlando Montes' Response to
810 County of Lincoln's Motion to Stay Discovery filed August 8, 2016.

811 *5. **Walter Ray Seidel / Brian Ray Seidel v. Anthony Manfredi, Lincoln County Sheriff**
812 **Department M-32-CV-2016-00036** Civil Complaint filed March 9, 2016 alleging personal and
813 property damage. County of Lincoln's Answer to Civil Complaint filed March 29, 2016. Motion for
814 Continuance of Trial granted by Judge Buddy Hall on August 1, 2016. *Final Pre-Trial Hearing is
815 scheduled for November 30, 2016 at Ruidoso Magistrate Court.

816 6. **Sean McGarry v. Board of County Commissioners, Lincoln County Sheriff's**
817 **Department, Deputy Mike Wood, Deputy Jason Green, Deputy David Hightower in their**
818 **individual capacities and as employees of the Lincoln County Sheriff's Department in the**
819 **United States District Court for the District of New Mexico 2:16-cv-00483 GBW GJF**
820 Complaint for damages resulting from the excessive use of force, false arrest, assault and battery,
821 malicious prosecution and false imprisonment of Plaintiff by Defendants. Complaint filed May 26,
822 2016. Defendants Board of County Commissioners for Lincoln County and Lincoln County
823 Sheriff's Department's Answer to Complaint for Civil Rights Violations filed August 11, 2016.

824
825 **Lincoln County Ordinance Violations:**
826 **Alan P. Morel, 12th Judicial District Attorney's Office**
827 **Special Prosecutor**
828

829 7. **State of NM v. Nava, Gabriel M-30-MR-2016-00081** Violation of County Ordinance 2014-
830 04: Prohibited Contraband in Lincoln County Detention Center. Non-Traffic citation was issued by
831 Sheriff's Stg. Warren June 13, 2016. A Misdemeanor Arraignment took place June 20, 2016 at
832 which time Defendant pled "Not Guilty." A resolution was not reached at the July 26, 2016 Pre-
833 Trial Hearing and a Trial was scheduled for August 30, 2016 at 2 p.m. before Judge Vega.
834 Defendant did not attend the Pre-Trial Hearing, and the Court issued a Bench Warrant on August
835 30, 2016. Pre-Trial Hearing and Bond Forfeiture Hearing are both scheduled for October 25, 2016
836 at 9 a.m.

837 *8. **State of NM v. Gunkel, Ronnie M-30-MR-2016-00095** Violation of County Ordinance
838 2014-04: Prohibited Contraband in Lincoln County Detention Center. Criminal Complaint was filed
839 July 26, 2016. A Misdemeanor Arraignment took place July 27, 2016 before Judge Mickie L. Vega
840 at which time the Defendant pled "No Contest" and was found Guilty. Sentencing Hearing was
841 scheduled for August 16, 2016 at 9 a.m. on a Trailing Docket before Judge Vega. Defendant did
842 not attend the Sentencing Hearing, possibly due to health reasons. *The Defendant appeared
843 before Judge Vega October 11, 2016 for a Sentencing Hearing. A Judgement and Sentence was
844 entered; Defendant received a 90 day Sentence of Unsupervised Probation, and assessed Court
845 Costs of \$73.00 to be paid within 30 days.

846 *9. **State of NM v. Connor, Kimberly M-32-MR-2016-00377** Violation of County Ordinance
847 2008-08: Animals Running at Large. Defendant appeared before Judge Lund September 26,
848 2016 and pled "No Contest" at which time Defendant was found Guilty. Judgment and Sentence

849 was entered; Defendant received a 90 day Sentence of Unsupervised Probation, a fine of \$25.00
850 and Court Costs of \$73.00 for a total of \$98 to be paid within 30 days.

Tort Claims Notices Received or Threatened

2016

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

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

859 **William Gayford – Roger Linfoot** – Tort Claim Notice received February 17, 2016 from
860 Attorney W. Chris Nedbalek alleging 4th and 14th Amendments violations and “possibly other
861 constitutional, statutory, regulatory, legal or equitable rights not specifically named.”

862 **Hill, Walter** – Tort Claim Notice received March 8, 2016 via emailed correspondence from
863 Mr. Hill alleging the unlawful disclosure of confidential information from Mr. Hill’s Lincoln County
864 personnel file.

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

869 **Jaramillo, Monica** – Tort Claim Notice received April 8, 2016 alleging Lincoln County
870 road department employee in the performance of his road grading duties damaged Ms. Jaramillo’s
871 vehicle.

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

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

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

879 **Parsons-Williams, Karen** – Tort Claim Notice received June 2, 2016 alleging negligent
880 or malicious medical procedure performed at Lincoln County Medical Center on March 9, 2016.

881 **Ceja, Dana** – Tort Claim Notice received September 22, 2016 alleging violations of the
882 US and New Mexico Constitution and various charges while Mr. Joey Ceja was incarcerated at
883 Lincoln County Detention Center.

884 ***Vigil, Elisa** – Tort Claim Notice received October 3, 2016 alleging automobile damage
885 due to Lincoln County road conditions.

886 ***Rue, Barney** – Tort Claim Notice received October 4, 2016 via telephone to County
887 Ordinance Administrator’s office alleging Lincoln County’s non-enforcement of its Solid Waste
888 Ordinance regarding the alleged allowance of accumulation of waste.

2015

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

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

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

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

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

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

909 **Chavez, Billy** – Ordinance Violation: 2009-03 Regulating Refuse, Solid Waste and Litter
910 in the County. March 10, 2015 certified letter mailed to Mr. Chavez giving him 30 days to dispose
911 of debris on his property at 142 White Cat Road, San Patricio (Section 26, Township-10S, Range
912 16E, tract of land lying in the NE 4SE4). April 10, 2015 the property was inspected and noted no
913 progress had been made.

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

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

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

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

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

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

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

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

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

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

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

942
943 **2014**

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

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

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

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

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

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

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

960 **Diana Martwick, 12th Judicial District Attorney** – Tort Claim Notice received Nov. 25,
961 2014 alleging lack of adequate office space provided by the County of Lincoln.

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

964

965 **2013**

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

969

970 **Action:** Approve, **Moved by** Commissioner Allen, **Seconded by** Commissioner Willard.

971 **Vote:** Motion carried by unanimous roll cvote (**summary:** Yes = 4).

972 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.

973

974 Chair Draper recessed the Regular Meeting and convened the Closed Session at 1:14 PM.

975

976 Chair Draper adjourned the Closed Session and reconvened the Regular Meeting at 2:14 PM.

977

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

980

981 **26. Potential Property Purchase by Resolution 2016-18**

982

983 Attorney Morel informed adopting of the Resolution would affirm the purchase of property from
984 the Village of Ruidoso for a tract of land known as the Lincoln Compactor Site in Lincoln.

985

986 **Motion:** Adopt Resolution 2016-18, **Action:** Approve, **Moved by** Commissioner Stewart,
987 **Seconded by** Commissioner Allen.

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

989 **Yes:** Commissioner Stewart, Commissioner Allen, Commissioner Draper, Commissioner Willard.

990

991 **SEE EXHIBIT C:** Copy of Resolution 2016-18 is attached hereto in reference thereto made a
992 part hereof.

993

994 **27. Renewal of County Manager Contract – Terminates November 7, 2016**

995

996 Attorney Morel informed the County Manager's current contract expired on November 7, 2016.

997 Attorney Morel reminded the original contract as written provided for an annual continuation and

998 the extension of Ms. Taylor's employment for a sixth year. Attorney Morel reviewed past

999 recommendations for position improvements and provided a report of important activities

1000 performed by Manager Taylor during the past year. Attorney Morel stated in addition to

1001 consideration of approval of the contract renewal it was customary to consider a pay adjustment.

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Motion: Renew the County Manager's contract under existing conditions, **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by** Commissioner Willard.

Commissioner Willard questioned when the County Manager last received a raise.

Ms. Taylor stated she last received a raise in 2014.

Vote: Motion failed (**summary:** Yes = 1, No = 3, Abstain = 0).

Yes: Commissioner Stewart.

No: Commissioner Allen, Commissioner Draper, Commissioner Willard.

Motion: Approve the renewal of the County Manager's contract with 3% increase, **Action:** Approve, **Moved by** Commissioner Allen, **Seconded by** Commissioner Draper.

Vote: Motion passed by roll call vote (**summary:** Yes = 3, No = 1, Abstain = 0).

Yes: Commissioner Allen, Commissioner Draper, Commissioner Willard.

No: Commissioner Stewart.

28. Signing of Official Documents

30. Next meetings:

- a. October 25, 2016 – Special Commission Meeting
- b. November 10, 2016 – Special Commission Meeting 2016 General Election Canvass
- c. November 15, 2016 - Regular Commission Meeting

31. Adjourn

There being no further business to come before the Board of County Commissioners, Chair Stone adjourned the meeting at 2:29 PM.

Respectfully submitted by,
Rhonda B. Burrows
Lincoln County Clerk

1

COUNTY OF LINCOLN

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5

**New Mexico
Special Meeting
Board of County Commissioners**

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

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

8
9
10

**Minutes
Tuesday, October 25, 2016**

11
12 Minutes of the Special Meeting of the Lincoln County Commission held at 2:00 PM on October
13 25, 2016 in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New
14 Mexico.

15
16 **1. Call to Order**

17
18 Chair Stone called the Special Meeting of the Board of County Commissioners to order at 2:00
19 PM.

20
21 **2. Roll Call**

22
23 **Roll Call.**

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

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 Draper.
43 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).
44 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Draper, Commissioner Willard.
45

46 **6. Resolution 2016-20; A Resolution of the County Commission of the County of**
47 **Lincoln, New Mexico affirming the actions of the County Commission undertaken**

48 **at a Special Meeting held on September 9, 2016; and providing certain other**
49 **matters in connection therewith.**

- 50
51 a) Approval of Consent Agenda - Approval of Sun Valley Water and
52 Sanitation District Mill Levy Request
53 b) Approval/Imposition of 2015-2016 Property Tax Rates
54 c) Approve Per Diem & Mileage Policy by Resolution 2016-10
55 d) Approve Resolution 2016-11 & Proclamation calling for approval of a
56 General Obligation Bond on the 2016 General Election for the funding and
57 construction of a new hospital
58 e) Lincoln County Solid Waste Billing—Letter to Fox Run Subdivision Landowners
59
60

61 Nita Taylor, Manager stated Lincoln County received notice on October 14, 2016 from the Office
62 of the Attorney General a complaint "alleging a violation of the Open Meetings Act" provision for
63 required notice and publication of the agenda for the Special Meeting of September 9, 2016. Ms.
64 Taylor provided a copy of the complaint filed by Debra Ingle.
65

66 Ms. Taylor stated as the typical remedy for any such violation was a reconsideration and
67 reaffirmation of any actions taken, she and the County Attorney were recommending the Board
68 of County Commissioners reaffirm by Resolution actions taken during the September 9, 2016
69 Special Meeting. Ms. Taylor read the Resolution and requested inclusion in the record.
70

71 Alan Morel, County Attorney expressed firm belief Lincoln County had met the requirements for
72 notification of the September 9, 2016 Special Meeting and no violation had in fact occurred. Mr.
73 Morel stated the recommendation to reaffirm these actions was made simply "out of an
74 abundance of caution." Attorney Morel suggested it was also appropriate to consider comments
75 or questions from the public.
76

77 Chair Stone requested public comment and noted no comments or questions were offered.
78

79 **Motion:** Adopt Resolution 2016-20, **Action:** Approve, **Moved by** Commissioner Draper,
80 **Seconded by** Commissioner Stewart.

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

82 **Yes:** Chair Stone, Commissioner Stewart, Commissioner Draper, Commissioner Willard.
83

84 **SEE EXHIBIT A:** Copy of Resolution 2016-20 is attached hereto in reference thereto made a
85 part hereof.
86

87 **7. Signing of Official Documents**

88
89 **8. Next Meetings**

- 90
91 a) November 10, 2016, Special Commission Meeting
92 b) November 15, 2016, Regular Commission Meeting

93 **9. Adjourn**
94

95 There being no further business to come before the Board of County Commissioners, Chair Stone
96 adjourned the meeting at 2:07 PM.

97
98 Respectfully submitted by,

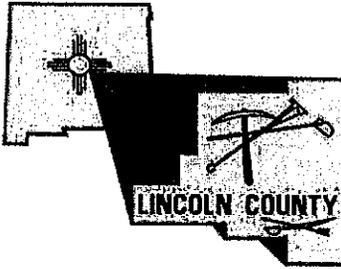
99
100 Rhonda Burrows
101 Lincoln County Clerk

102

103

104

DRAFT



County of Lincoln

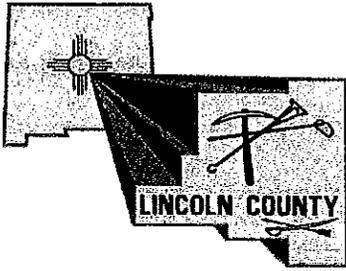
P.O Box 711 • 300 Central Ave. • Carrizozo, New Mexico 88301-0711 • (575) 648-2385

www.lincolncountynm.gov

Agenda Item 7

SUBJECT

1. Approval of Consent Agenda
 - a. Payroll/Accounts Payable/Budget/Expenditures
 - b. Treasurer's Financial Report for the Month ending October 31, 2016
 - c. MOU between the Village of Ruidoso & the County of Lincoln for the Provisional of Regulation services or Residential and Commercial Construction within certain specified areas of the County of Lincoln



County of Lincoln

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

www.lincolncountynm.gov

ACCOUNTS PAYABLE and PAYROLL

The following claims or bills on file with the office of the Lincoln County Manager were examined and approved as paid with checks hereof drawn upon the various County funds according to the check register covering the period from October 1 through October 31, 2016 in the amount of \$ 1,657,020.25.

NOW, THEREFORE, the above bills are hereby approved.

ADOPTED, PASSED AND SIGNED the 15th day of November, 2016.

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

Preston Stone, Chairman

Dallas Draper, Vice-Chairman

Elaine Allen, Member

Dr. Lynn Willard, Member

Thomas F Stewart, Member

ATTEST:

Rhonda B Burrows, County Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
VILLAGE OF RUIDOSO
AND
THE COUNTY OF LINCOLN**

**FOR THE PROVISION OF REGULATION SERVICES OF RESIDENTIAL AND
COMMERCIAL CONSTRUCTION WITHIN CERTAIN SPECIFIED AREAS OF
THE COUNTY OF LINCOLN.**

THIS AGREEMENT is made and entered into between the COUNTY OF LINCOLN ("COUNTY") and the VILLAGE OF RUIDOSO ("Ruidoso"). County and Ruidoso are collectively referred to as "the Parties." The common power to be exercised is as set forth in the Agreement.

WHEREAS, the Parties are public agencies, as defined in the Act, and are authorized by law to enter into this Agreement; and,

WHEREAS, pursuant to the Construction Industries Licensing Act (CILA) § 60-13-44 E, NMSA, 1978 the County has the right of review of all specifications of residential and commercial general construction and the responsibility to ensure compliance with construction standards adopted by the County; and,

WHEREAS, Ruidoso is a Municipality as defined in § 12-6-2 NMSA, 1978, and has by ordinance adopted the conditions, provisions, limitations and terms of a building code pursuant to its powers under § 3-18-1 NMSA, 1978; and,

WHEREAS, pursuant to § 3-18-6 A(4) and C(1) NMSA, 1978, a municipality has jurisdiction over building permits issued by the municipality except with respect to construction specifically exempted by the CILA; and may authorize the investigation of code violations or activities of licensees or others that constitute violations of, § 60-13-23, 24, or 36 NMSA 1978; and,

WHEREAS, the Parties desire to enter into this Agreement in order to effectuate administrative efficiency in the regulation of residential and commercial general construction, including mechanical, electrical and plumbing inspections and permits located within the geographical boundaries of the County in those areas designated on Exhibit "A" which are incorporated herein by reference as they currently exist or may be modified in the future by agreement of the parties.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE REGULATION OF RESIDENTIAL AND COMMERCIAL GENERAL CONSTRUCTION LOCATED WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE COUNTY AND WITHIN THE GEOGRAPHICAL BOUNDARIES SET FORTH ON EXHIBIT "A", WHICH ARE NOT OWNED BY THE STATE OF NEW MEXICO, OR RUIDOSO SHALL BE ACCOMPLISHED AS FOLLOWS:

1. **AUTHORIZATION AND SCOPE.** Ruidoso is hereby granted the authority to regulate residential and commercial construction located within the geographical boundaries of the County in the geographical boundaries set forth on Exhibit "A" as they currently exist or may be modified in the future by agreement of the parties, which are not owned by the State of New Mexico, subject to the terms and conditions set forth herein. Ruidoso will issue, monitor and maintain documents for all construction permits and provide inspection services for said permits. Ruidoso will also provide Building Code Enforcement services subject to the terms and conditions of this Agreement within the constraints of applicable law.
2. **PREREQUISITES.**
 - a. Ruidoso shall, at all times relevant to this Agreement, maintain a permitting and inspection program and shall employ full time plan review personnel and electrical, mechanical, plumbing and general construction inspectors who are certified by the International Code Council and the State of New Mexico throughout the term of this Agreement.
 - b. If Ruidoso fails to maintain a permitting and inspection program, or if it fails to replace within four (4) months or one hundred twenty (120) days and employ the requisite inspectors as set forth in this Agreement, the County may terminate this agreement by providing and delivering written notice to Ruidoso of termination at least four (4) months or one hundred twenty (120) days prior to the effective date of termination and take such action as is necessary to provide for these services in house or through an agreement with the State of New Mexico.
3. **BUILDING STANDARDS.** The building standards applied by Ruidoso shall be, at the least, the minimum State standards, as required by § 3-17-6 A NMSA, 1978.
4. **VIOLATION ENFORCEMENT AND MONITORING.** Ruidoso will assist the State with enforcement and provide monitoring of Building Ordinance violations consistent with State Law.
5. **TERM.** The term of this Agreement shall be for a period of one year from the date of its execution by the last party signing. During that period the parties shall regularly communicate concerning the performance of the services contemplated herein and shall jointly monitor permitting fees, inspection performance time frames, and any other issues or performance standards contained on Exhibit "B" which is attached hereto and is incorporated herein by reference. Thereafter, in the event the parties determine to continue with this Agreement it shall continue until terminated pursuant to the terms hereof or by operation of law.

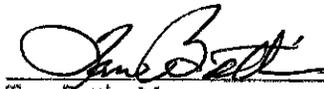
6. **TERMINATION.** This Agreement may be terminated by either party upon delivery of written notice to the other at least four (4) months or one hundred twenty (120) days prior to the effective date of termination. By such termination, neither party may nullify or void any obligation required to have been performed prior to the effective date of termination.
7. **SUBCONTRACTING AND ASSIGNMENT.** Ruidoso may not subcontract any portion of the services to be performed by it pursuant to this Agreement, assign this Agreement, or obligate itself in any manner to any third party with respect to any rights or responsibilities under this Agreement, without prior written consent of the County.
8. **RECEIPTS AND DISBURSEMENTS.** Ruidoso shall account for receipts and disbursements relating hereto and shall make all relevant financial records available to the County upon request, and shall maintain all related records in accordance with state records retention policies after this Agreement has expired or has been terminated.
9. **AMENDMENT.** This Agreement may not be altered, changed, or amended except by instrument in writing executed by the parties hereto and approved by the Secretary of the New Mexico Department of Finance and Administration.
10. **WAIVER.** No waiver of any breach or term or condition of this Agreement shall constitute a waiver of any other term or condition of this Agreement, or a subsequent waiver of the same breach or term or condition. No waiver of any term or condition of this Agreement shall be valid or binding unless in writing and signed by the party alleged to have granted the waiver.
11. **GOVERNING LAW.** This Agreement and the interpretation hereof shall be governed by the laws of the State of New Mexico pertaining to such agreements. The District Court of the Twelfth Judicial District within and for Lincoln County shall be the court of venue for resolution of any disputes that arise pursuant to this agreement.
12. **MERGER OF PRIOR AGREEMENTS.** This Agreement incorporates all of the conditions, agreements and understandings between the parties concerning the subject matter hereof, and all such conditions, agreements and understandings have been merged into this 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 Agreement.
13. **HOLD HARMLESS.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act. Nothing contained in this Agreement should be construed as a waiver of the protections afforded to local governments under the New Mexico Tort Claims Act.

14. **APPROPRIATIONS.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council for the performance of this Agreement.
15. **ANALYSIS AND REPORTING OF FEES COLLECTED.** The parties agree that the Village of Ruidoso shall provide a report to the County of Lincoln at a minimum of a quarterly basis which will identify the building permits issued, the fees charged, a cost comparison of fees charged with the cost of providing said services, and the location of the services rendered: i.e. within the municipal limits of the Village of Ruidoso or in the County.

IN WITNESS WHEREOF, the parties have herein below set their respective hands.

Approved this 11th day of October 2015

VILLAGE OF RUIDOSO



Tom Baltin, Mayor

(SEAL)

ATTEST: 

Irma Devine, Village Clerk



APPROVED AS TO FORM
Zachary J. Cook



**CHAIR, BOARD OF COUNTY
COMMISSIONERS OF LINCOLN COUNTY**

Preston Stone

(SEAL)

ATTEST:

Rhonda Burrows, County Clerk

A handwritten signature in black ink, appearing to be 'Rhonda Burrows', is written over a horizontal line. The signature is stylized and cursive.

APPROVED AS TO FORM
Alan P. Morel

EXHIBIT "B"
TO LINCOLN COUNTY-RUIDOSO
MEMORANDUM OF UNDERSTANDING
FOR INSPECTIONS AND PERMITTING IN
LINCOLN COUNTY

1. The fee schedule for inspections and permitting pursuant to this Memorandum of Understanding is attached hereto and incorporated herein by reference. The Parties hereby agree that the fee for inspections to be charged County residents shall be the same as those charged Ruidoso.
2. Requests to schedule inspections shall be telephoned to an automated inspection request phone number. The permit holder shall provide all information required by the inspector when requesting an inspection to be scheduled. Requests will be processed the next business day and will be scheduled as work load and staff availability permit. Every effort will be made to schedule and complete inspections within one (1) to two (2) business days.
3. When an applicant appears for a building permit, or downloads an application on line, the applicant shall be provided with an application form which shall include a space for County approval. The applicant shall be instructed to take the application form to the County Annex building for review. After insuring that all County requirements are fulfilled, the County shall approve the application form and the applicant shall be instructed to return to Village Hall to complete the application and pay the applicable fee.
4. The County review shall include at least the following elements:
 - A. Flood plain documentation, certification and approval where necessary;
 - B. Driveway cut approval (contingent on payment of the required fee and inspection by the Road Department);
 - C. Registration/sign up with Greentree Solid Waste Authority for solid waste collection for both household collection and construction debris where applicable;
 - D. Address issued by County Rural Addressing.

Exhibit "C"

**TO LINCOLN COUNTY-RUIDOSO MEMORANDUM OF UNDERSTANDING FOR
INSPECTIONS AND PERMITTING IN LINCOLN COUNTY**

Sec. 22-34. - Permit fees; expiration of permit.

(a) Fees generally. The fees for permits shall be set from time to time and shall be as set forth in the following schedule all permit fees are inclusive of plan review fees.

BUILDINGS (Chapter 22)		
Permit and inspection fees (22-34): After consultation with the village manager, the building official may waive permit fees as authorized in the building code.		
(1)	Permit fees are assessed based on a formula that takes into account that the level of effort for a larger, more complex project is not directly proportional to the value of construction (22-34(b)).	
	The basic formula is $y = 0.294 \times 0.688$	
	The minimum fee is 50.00 up to a construction value of 2,000.00	
	For construction values from 2,001.00 through 100,000.00 fees are computed and tabulated in 1,000.00 increments. The fee for construction values from 100,001.00 through 500,000.00 is 795.00 plus 4.48 per 1,000.00 over 100,000.00. The fee for construction values from 500,001.00 through 1,000,000.00 is 2,587.00 plus 3.80 per 1,000.00 over 500,000.00. The fee for construction values over 1,000,000.00 is 4,487.00 plus 2.92 per 1,000.00 over 1,000,000.00.	
(2)	The building official shall issue in February of each year a valuation worksheet for use during the calendar year.	
(3)	Demolition permit:	
	Wrecking and demolition up to and including 1,500 square feet of floor area	35.00
	Each additional 500 square feet or fraction thereof	8.00
(4)	Moving of buildings:	
	Buildings up to ten feet in width	35.00

	Each additional foot over ten feet in width	3.00
(5)	Other inspections and fees:	
	Manufactured home occupancy inspection	100.00
	Thermal imaging scan	100.00
	Damage investigation	100.00
	Minimum fee for items not listed*	50.00
	Reinspection	50.00
	Electrical permit fees (22-74):	
(1)	Residential:	
	Manufactured home	45.00
	100 amp and below service	52.00
	101—200 amp service	90.00
	201—320 amp service	105.00
	321—400 amp service	225.00
	401 and above service	360.00
	Temporary service	20.00
	For each additional panelboard (sub-panels)	20.00
	Remodel (no panels included)	45.00
	Low voltage (structured wiring, not alarm)	20.00
	Alarm	20.00
	Solar system (no panelboards included)	45.00

(2)	Commercial:	
	100 amp and below service	92.00
	101—200 amp service	130.00
	201—320 amp service	175.00
	321—400 amp service	275.00
	401—600 amp service	375.00
	601—800 amp service	475.00
	801—1,000 amp service	575.00
	1,001—2,000 amp service	775.00
	2,001+ amp service	1,075.00
	Temporary	20.00
	Remodel (up to 1,000 square feet) (no panels included)	45.00
	Remodel (\$0.045 per sq. ft. for over 1,000 sq. ft.)	\$0.045 sq. ft.
	For each additional panelboard (sub-panels)	20.00
	Low voltage (structured wiring, not alarm)	20.00
	Alarm	20.00
	Solar system (no panelboards included)	45.00
(3)	Other inspections and fees:	
	Reinspections	50.00
	Services change	20.00

	Swimming pools and spas	45.00
	Septic	20.00
	Minimum fee for items not listed*	20.00
Plumbing and mechanical fees		
	Plumbing system and eight (8) plumbing fixtures or less	60.00
	Each additional group of four (4) plumbing fixtures(or for additions w/4 or less)	21.00
	Evaporative cooler installation	11.00
	Gas pipe system and up to four (4) gas appliances	50.00
	Each additional gas appliance (1)	10.00
	Hot tubs and spas	40.00
	Swimming pools	40.00
	Water heater	7.00
	Mobile home service	5.00
	Water conditioner	7.00
	Back flow device	7.00
	Rainwater catchment system (non-potable)	20.00
	Rainwater catchment system (potable)	40.00
	Fire protection head (each)	1.00
	Grease trap	40.00
	Ventilation (1 for up to each 1,000 sq. ft.	10.00

	Refrigeration system	13.00
	Duct work system	13.00
	Furnace	13.00
	Ventilators, purifiers or humidifiers (per unit)	10.00
	Hydronic heating installation (includes boiler)	40.00
	Other heating appliances	13.00
	Boiler (other than hydronic)	13.00
	Medical gas system	33.00
	Hood/exhaust (residential)	6.50
	Hood/exhaust (commercial)	40.00
	Other items not listed*	33.00
	Reinspection	50.00
Administrative fees per application for processing electrical, plumbing and mechanical permits		
	Residential (up to four-plex)	25.00
	Multi-family above four-plex and commercial (based on value of work)	
	0 to 2,000	25.00
	2,001 to 25,000	35.00
	25,001 to 50,000	40.00
	50,001 to 100,000	45.00
	100,001 and up	50.00

*Or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, equipment, hourly wages and fringe benefits of all the employees involved. Inspections requested outside of normal business hours shall have a 4 hour minimum per inspection and shall be subject to personnel availability.

Chapter 22. Buildings and Building Regulations			
VORMC Section	Description	VOR Fine or Penalty	Total with Court Fees
22-1	Violation of chapter requirements, first offense, minimum	200	229
22-1	Violation of chapter requirements, second offense, minimum	350	379
22-1	Violation of chapter requirements, third and subsequent offense	500	529

(b) *Determination of value.* The determination of value or valuation under any of the provisions of these codes shall be made by the building official. The value to be used in computing the permit fee shall be the total value of all construction work for which the permit is issued, including all finish work. This valuation shall be based on the most current International Code Council Building Valuation Data Sheet. The building official shall issue in February of each year a valuation worksheet for use during the calendar year.

Where the owner or contractor provides a signed contract stating the value of construction, such value shall be used in calculating the permit fee under the following conditions:

- (1) Work involved is for renovation of existing structure when no new square footage is added and/or no building official valuation covers work involved.
- (2) Contract value is greater than building official valuation and involves quality of work which is better than building official listed valuation for work involved.
- (3) The building official may use the lower of the two valuations when the scope of work to be permitted and the use of the structure should be determined at the lower valuation.

(c) *Reinspection fees.* Reinspection fees may be required by the inspector for the following reasons:

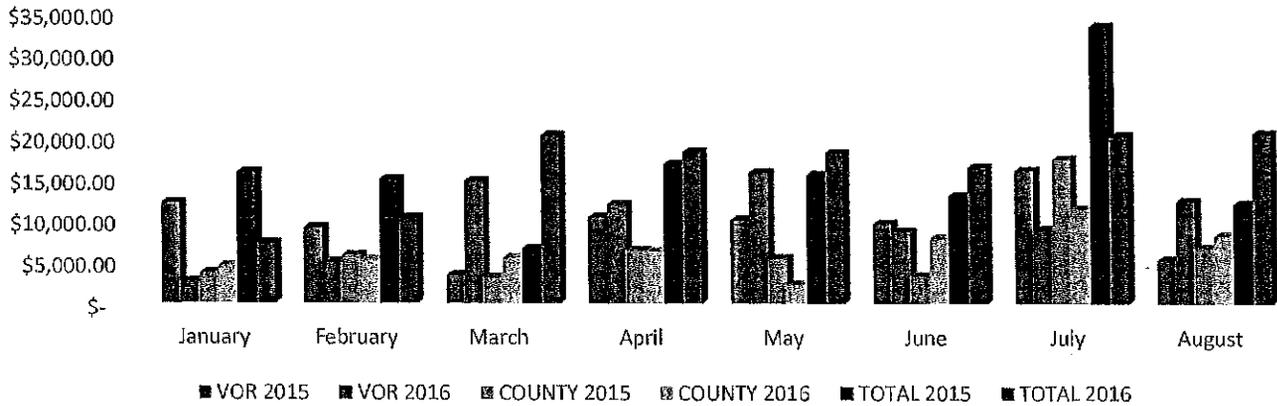
- (1) The approved plans are not available on site for review by the inspector at the time of inspection.
- (2) Work is not ready for inspection.
- (3) Work is covered up without approval or inspection.

- (4) The previous correction notice, for the work under inspection, is not completed.
- (d) *Failure to obtain permit.* Where work for which a permit is required by this article is started prior to obtaining a permit, a stop work order (or red tag) shall be issued by the building official, the building official's representative or code enforcement officer. Permit fees specified may be doubled for the first offense and tripled for all subsequent offenses, but the payment of such fee(s) shall not relieve any person from fully complying with the requirements of this article in the execution of the work, nor from any other penalties prescribed by this article or this Code.
- (e) *Expiration; extensions.* If the work for a permit has not commenced within 180 days after the permit is issued, any permit issued pursuant to the provisions of this article shall expire. If the work authorized by such permit or extension of the permit, is suspended or abandoned for a period of 180 days after the work is commenced, the permit shall expire. A valid inspection shall be required to be approved at least once every 180 days to document that work on the project has not been suspended or abandoned. The building official is authorized to grant one permit extension upon request. Extension requests must be provided in writing by the permittee prior to permit expiration. Permits that have expired or are voided for any reason are subject to section 22-34(c) and (d) and any other applicable sections of this article or this Code. The building official may charge a fee to renew a permit that has expired or is voided for any reason, up to the amount of the existing permit fee.
- (f) *Failure to comply with a stop work order (or red tag).* Any person(s) not complying with a notice to stop work issued by the building official, the building official's representative or code enforcement officer, may be subject to payment of up to triple the permit fees specified and/or any other penalties prescribed by this article or this Code. Every day that a person or persons fails to honor a stop work order shall be considered a separate violation subject to the penalties provided in this article or this Code. Stop work orders for work in violation on permitted projects, shall apply to the specified violation only, unless otherwise noted by the building official.

VILLAGE OF RUIDOSO BUILDING PERMITS FOR COMPARISON - 2015 AND 2016

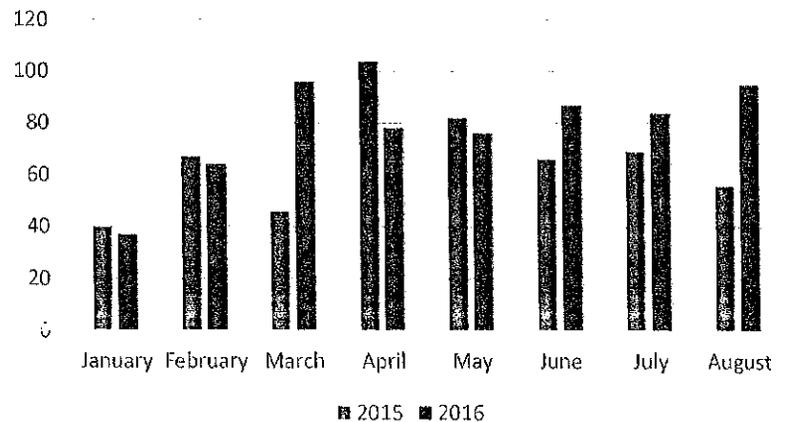
MONTH	VOR 2015	VOR 2016	COUNTY 2015	COUNTY 2016	TOTAL 2015	TOTAL 2016
January	\$ 12,064.34	\$ 2,661.49	\$ 3,712.64	\$ 4,553.81	\$ 15,776.98	\$ 7,251.30
February	\$ 9,107.72	\$ 4,985.32	\$ 5,822.46	\$ 5,245.22	\$ 14,930.18	\$ 10,230.54
March	\$ 3,448.67	\$ 14,733.63	\$ 3,149.20	\$ 5,512.10	\$ 6,597.87	\$ 20,245.73
April	\$ 10,374.69	\$ 11,945.43	\$ 6,424.97	\$ 6,303.85	\$ 16,799.66	\$ 18,249.28
May	\$ 10,036.84	\$ 15,810.49	\$ 5,449.25	\$ 2,344.33	\$ 15,486.09	\$ 18,154.82
June	\$ 9,602.33	\$ 8,610.21	\$ 3,408.15	\$ 7,826.43	\$ 13,010.48	\$ 16,436.64
July	\$ 16,053.67	\$ 8,887.95	\$ 17,428.44	\$ 11,348.88	\$ 33,482.11	\$ 20,236.83
August	\$ 5,307.48	\$ 12,332.32	\$ 6,712.29	\$ 8,196.67	\$ 12,019.77	\$ 20,528.99
September						
October						
November						
December						
TOTAL PERMITS	\$ 75,995.74	\$ 79,966.84	\$ 52,107.40	\$ 51,331.29	\$ 128,103.14	\$ 131,334.13

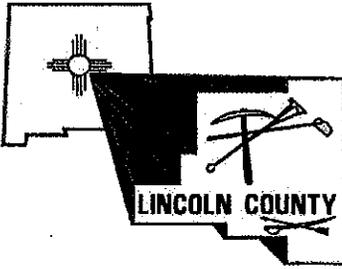
2015 vs 2016 Dollar Value of Fees Paid



Number of Permits Issued 2015 vs 2016		
MONTH	2015	2016
January	40	37
February	67	64
March	46	96
April	104	78
May	82	76
June	66	87
July	69	84
August	56	95
September		
October		
November		
December		
TOTAL PERMITS	530	617

Number of Permits Issued 2015 vs 2016





County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM NO. 8

November 11, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Forest, Land and Natural Resources Matters

Smokey Bear Ranger District: Acting Smokey Bear District Ranger Anthony Sanchez may be in attendance to provide an update of activities in the Smokey Bear District.

Cibola National Forest: An update of the Cibola National Forest Plan activities may be available by Commission meeting date.

South Central Mountain Resource & Conservation District Council. Community Forester Rick Merrick will not be in attendance to provide an update, but reminds that the Speakers Series on Forest Health will be held on Tuesday, December 6th, with Henrietta Stockel discussing the history of the Chiricahua Apaches. See **Enclosure 1**. The SCM RC&D's next scheduled meeting is on Thursday, November 17th.

Upper Hondo Soil & Water Conservation District. Laura Johnson, Program Coordinator may be in attendance to report to the Commission. See **Enclosure 2** for last week's November Board Meeting Agenda.

Water Issues: There are no new applications for water rights transfers on the State Engineer's website this month. Mr. Kelly Cassels has provided notification that the Village of Capitan and the Village of Ruidoso withdrew an application filed previously for a permit to temporarily change location of airport wells and place and/or purpose of use of underground waters within the Hondo underground water basin. See **Enclosure 3**.

Lincoln County Land Use Plan: At its October Regular Meeting, the Commission heard public comments from Karen Hazen and Steve Harkey, both with the Carrizozo Soil & Water and Conservation District, suggesting that the Lincoln County Land Use Plan be reviewed and revised. The Conservation District offered to work with the County on this revision.

Recommendation: Direct Manager to assess the current task level of Staff and the LANRAC, and the associated priorities, to recommend a plan and timeline to the Commission to commence revision of the Lincoln County Land Use Plan.

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

Living in the WUI

Forest Health and Fire Safety in the Sacramento Mountains

Learn about your
community and living
in a Wildland Urban
Interface

Speaker series on Forest Health

6 - 8 p.m.

ENMU-Ruidoso Room 102

Free and open to the public

Seating is limited.

Call 257-2120 to register.



Archival photo depicting two Apache boys before they were hanged.

Tuesday, Dec. 6

Topic:

Chiricahua Apaches

Henrietta Stockel

Much of the history of the Chiricahua Apaches as depicted in films and writings has emphasized warfare and Geronimo. While not ignoring him or the battles, my presentation will emphasize the entire tribe as group of people who lived daily lives, as men and women who worked together for everyone's good, who migrated to find a suitable homeland, whose women had specific duties, whose children were taken from them to be educated in Pennsylvania, and who spent 27 years as prisoners of war. I will conclude with a description of today's Chiricahuas, living on the Mescalero Apache Reservation.

The Speaker Series on Forest Health is a collaborative outreach effort between USFS, Lincoln National Forest, NM State Forestry, Village of Ruidoso Forestry, Lincoln County, SCMRC & DC, Mescalero/BIA, Little Bear Forest Reform Coalition, ENMU-Ruidoso Community Education and private citizens.



For more information, please call ENMU-Ruidoso Community Education at 257-2120

Upper Hondo Soil & Water Conservation District

BOARD MEETING AGENDA 1:00 pm ~Tuesday, November 8, 2016

CALL TO ORDER & WELCOME:

INTRODUCTION OF GUESTS:

INVOCATION & PLEDGE TO FLAG:

APPROVAL OF AGENDA AS PRESENTED:

GUEST SPEAKER: Clark Taylor

CONSENT AGENDA:

- A. Approval of the 9.13.16 Minutes
- B. Approval of the 9.19.16 Special Meeting Minutes
- C. Approval of the Financial Report and paying of the bills
September 2016 and October 2016

DISTRICT COOPERATIVE AGREEMENTS/ COST-SHARE REQUESTS:

- 1. Roman Sanchez
- 2. Scott Christopherson (TENTATIVE)

REVIEWS: None

REPORTS:

- A. NMDA: Katie Kruthaupt- Report attached
- B. NRCS : Phillip Herrera-
- C. STATE FORESTY:
- D. RC&D:
- E. LC EXTENSTION SERVICE:
- F. LINCOLN NATIONAL FOREST:
- G. UHWUA:
- H. LCCWMA: Kristi Bonnell
- I. BLM:
- J. NMCCD:
- K. NMACD:
- L. SWCC:

CORRESPONDENCE & ANNOUNCEMENTS:

- A. Thank you letter from Wade Stearns
- B. Thank you card from Ryleigh Lamb

NEW BUSINESS:

- A. Clark Taylor – Cost Share Program Discussion
- B. Discussion and possible action to add Herbicide Treatment to the eligible conservation practices in the Cost Share Program.
- C. Review and possible action on Resolution Number 05-2016-2017
AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY”) AND THE UPPER HONDO SOIL & WATER CONSERVATION DISTRICT.
Review and comments with possible approval of additional closing documents for said grant. Closing is tentatively scheduled for December 16, 2016. Action to authorize David Cox-Chairman and Scott Daniel-Secretary/Treasurer to execute grant documents.
- D. Review and possible action on UHSWCD property insurance.
- E. Discussion and possible action to return payroll and related duties to Robert Goddard, CPA
- F. Discussion only of proposal by Brenda Addison to provide Grant Writing (and other) services to the UHSWCD on a contract basis.

UNFINISHED BUSINESS:

- A. Possible meeting of allotment owners tabled from September meeting.
- B. Update on Salado Dam EAP with assistance from OSE
- C. Annual Legislative Dinner update

EXECUTIVE SESSION:

ADJOURN:

Upcoming dates: Upper Hondo SWCD Annual Legislative Dinner – December 9, 2016

ENCL 2

BEFORE THE NEW MEXICO STATE ENGINEER

IN THE MATTER OF THE APPLICATION BY)
VILLAGE OF CAPITAN AND VILLAGE OF)
RUIDOSO FOR PERMIT TO TEMPORARILY)
CHANGE LOCATION OF WELL AND PLACE)
AND/OR PURPOSE OF USE OF UNDERGROUND)
WATERS WITHIN THE HONDO UNDERGROUND)
WATER BASIN IN THE STATE OF NEW MEXICO)

Hearing No. 08-039
OSE File No. H-685 into
H-2049 et al (T)

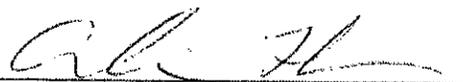
NOTICE OF WITHDRAWAL OF PROTESTED APPLICATION

COME NOW Co-Applicants, Village of Capitan and Village of Ruidoso, by and through their counsel of record, Hennighausen and Olsen, L.L.P. (Alvin F. Jones and A. J. Olsen), and pursuant to NMAC 19.25.2.20 C. hereby give notice that the application on file herein is withdrawn.

This withdrawal is a result of a change in economic resources relied upon by Co-Applicants to complete this project. The circumstance forces the Co-Applicants to withdraw the subject application, as this project is not currently feasible.

Respectfully submitted,

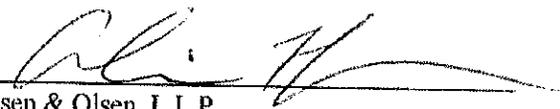
HENNIGHAUSEN & OLSEN, L.L.P.

By: 

Alvin F. Jones
A. J. Olsen
Attorneys for Applicants
P. O. Box 1415
Roswell, New Mexico 88202-1415
(575) 624-2463 - telephone
(575) 624-2878 - facsimile

CERTIFICATE OF SERVICE BY ATTORNEY

I hereby certify that a copy of the foregoing *Notice of Withdrawal of Protested Application* was served on the parties entitled to notice as indicated on the following list, by first class mail this 8th day of November 2016.


Hennighausen & Olsen, L.L.P.

PARTIES ENTITLED TO NOTICE RE: HU NO. 08-039

WATER RIGHTS DIVISION

William D. Teel, Esq.
William Teel, PC
P. O. Box 1289
Corrales, NM 87048
(505) 250-7242 - telephone
(505) 435-9907 - facsimile

ATTORNEY FOR APPLICANTS

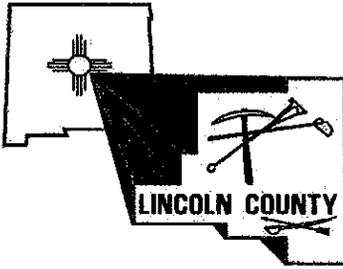
Alvin F. Jones, Esq.
A. J. Olsen, Esq.
Hennighausen & Olsen, L.L.P.
P. O. Box 1415
Roswell, NM 88202-1415
(575) 624-2463 - Telephone
(575) 624-2878 - Facsimile

PROTESTANTS

Kelly Mack Cassels, Esq.
Sanders Bruin Coll & Worley, PA
P.O. Box 550
Roswell, NM 88202-0550
Attorney for Rio Hondo Land & Cattle Company

Douglas Meiklejohn, Esq., Eric D. Jantz, Esq. & Jonathan M. Block, Esq.
New Mexico Environmental Law Center
1405 Luisa Street, Suite 5
Santa Fe, NM 87505
Attorneys for Rio Bonito Preserve, Inc.

Joshua Mann, Esq.
U.S. Department of the Interior
Office of the Solicitor
505 Marquette Avenue NW, Suite 1800
Albuquerque, NM 87102
Attorney for the United States Department of Interior



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AGENDA ITEM NO. 9

November 11, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *nt*

SUBJECT: Lincoln County Wind – Presentation by Lorelee Hunt, Pattern Development

Discussion:

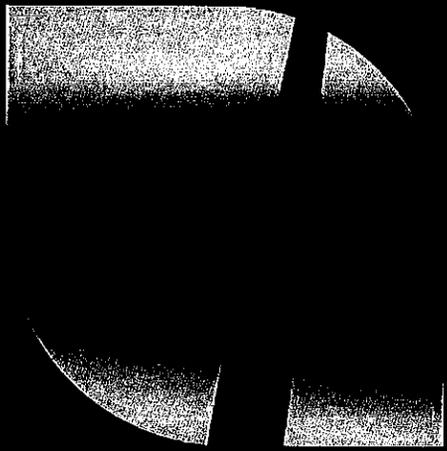
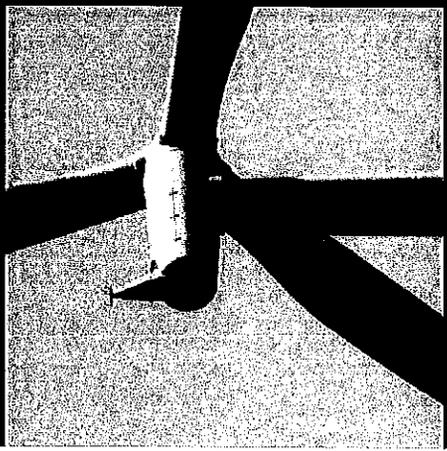
During its October 18, 2016 Regular Meeting, the Commission received an update of the SunZia Project from Martin Bailey, Real Property Manager for the project. He announced the close of the anchor tenant process and introduced Lorelee Hunt, Project Development Manager for the anchor tenant, Pattern Development.

Ms. Hunt provided information to the Commission that she had been working with Lincoln County land owners to develop anchor tenant agreements, as with the Lincoln County Planning Department to ensure their compliance with County ordinances.

Ms. Hunt will present additional information about Pattern Development (**Enclosure 1**), with specific information about the SunZia Southwest Transmission Project beginning on page 20 of the enclosure.

Recommendation: Provide direction as identified.

Pattern
Development

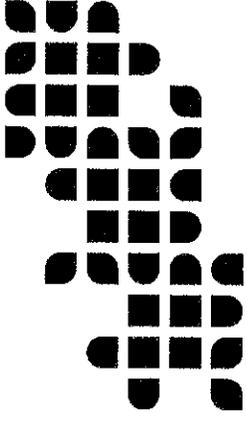


Lincoln County Wind

November 2016

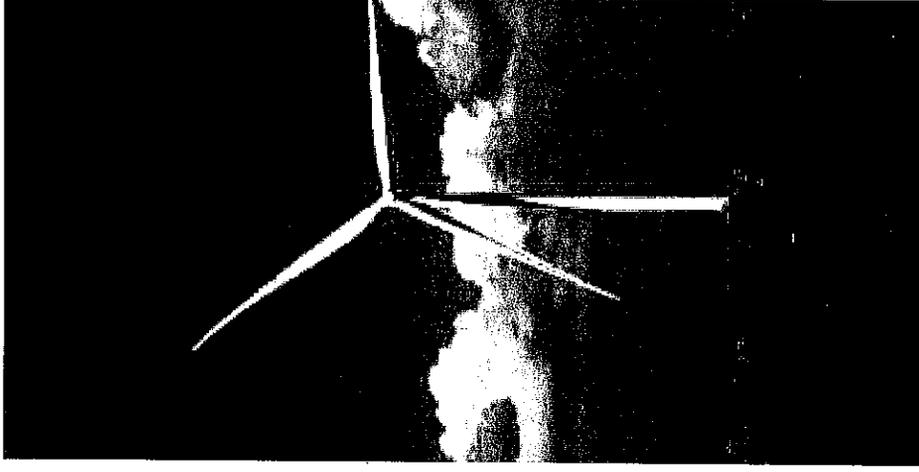


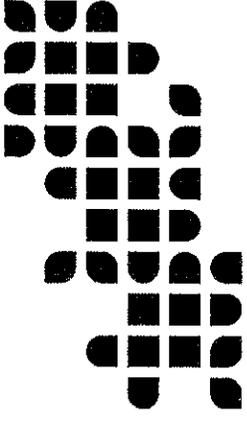
Company Overview



About Pattern Development

- Pattern Energy Group LP (Pattern Development) is a leading independent wind, solar and transmission development company
- We develop and construct renewable energy and transmission assets in the United States, Canada, Mexico, Chile, and Japan
- Our highly-experienced team has brought more than 4,500 MW of wind power to market
- By combining creativity, focus and a scientific approach, we have advanced our position as an industry leader and shown consistent, groundbreaking work
 - Our team was the first to successfully develop a utility-scale wind energy project on Native American lands in the United States, on the Gulf Coast of Texas, in the State of Nevada, and in the Commonwealth of Puerto Rico
- Our current development pipeline includes 5,900 MW of wind and solar power projects in addition to transmission projects

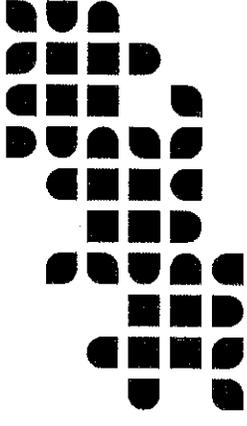




About Pattern Development

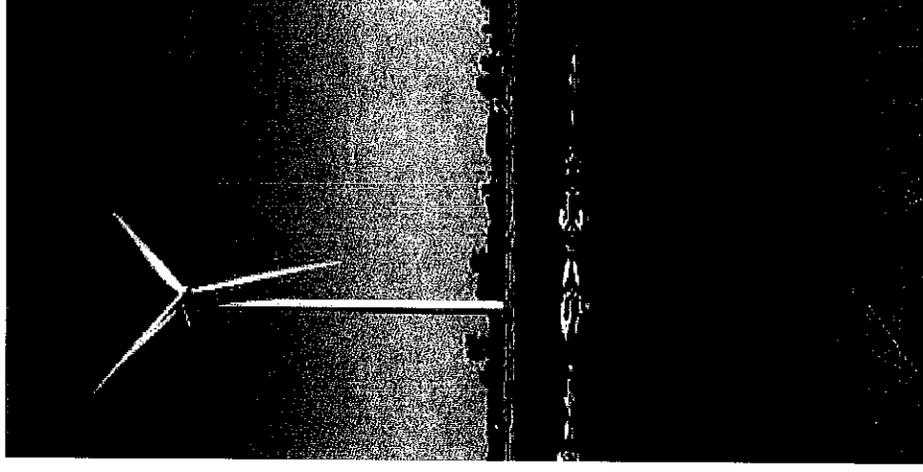
- We have expertise in all project stages: resource analysis, site development, finance, construction and asset management
- Pattern Development's affiliate company, Pattern Energy Group Inc. (Pattern Energy), is an independent power company listed on the NASDAQ ("PEGI") and Toronto Stock Exchange ("PEG")
 - Pattern Energy has a portfolio of 16 wind power projects with a total owned interest of 2,282 MW in the United States, Puerto Rico, Canada, and Chile
- Strong commitment to delivering the highest value for our partners and the communities where we work while promoting environmental stewardship and corporate responsibility
- Offices in San Francisco, Houston, San Diego, New York, Toronto, Mexico City, Santiago, and Tokyo

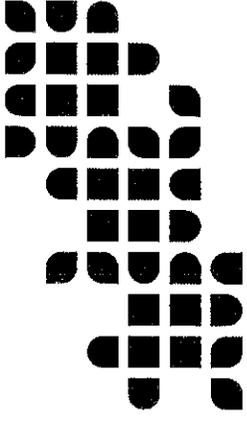




Our Values

- We use science and innovation to drive breakthroughs
 - Utilizing a science-based approach drives our groundbreaking work
 - Helps us discover important prospects, raise the bar for availability and production, and deploy new technology to mitigate environmental impacts
- We develop and build high quality projects
 - Focus on quality at every step of the development and construction process to maximize production and build project to last for the long-term
 - Use sophisticated engineering techniques, hire elite contractors, and procure state-of-the-art equipment from leading industry vendors
- We protect the safety of our employees, contractors and the public
 - No task is so important or urgent that it cannot be done safely
 - Safety is incorporated into our decision making and considered in all stages of project lifecycle

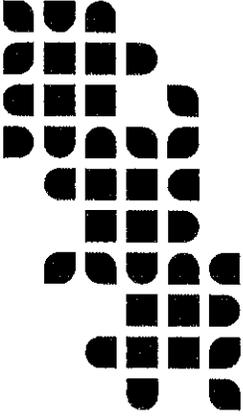




Community & Environmental Commitments

- We support the communities in our project areas
 - Ensure our projects succeed by ensuring the project area communities succeed
 - Strive to build strong relationships with landowners, local officials, and community members
 - Earn trust through communication and collaboration and work to structure our projects so benefits spread to the local communities
- We respect the land and the environment
 - Consider it our responsibility to produce and transport clean, renewable energy to consumers with the least amount of natural impact
 - Aim to exceed industry standards and be a leader in the advancement of best practices for the identification, assessment, and mitigation of our environmental impacts

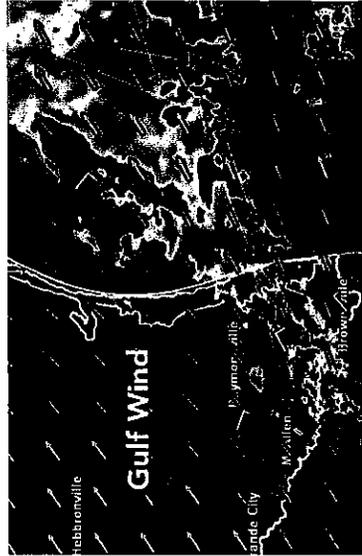




Core Competencies

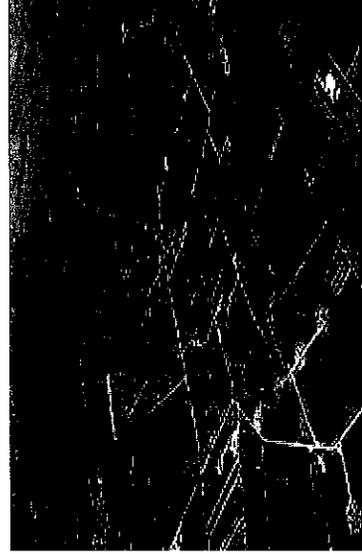
Origination & Development

- Greenfield / Acquisition
- Meteorology and analytics
- Community support
- Utility and supplier relationships
- Transmission / Interconnection planning



Finance & Permitting

- Contract negotiation
- Project finance
- Permits / Real estate finalization
- Insurance
- Third party verification
- Hedging
- Community Relations



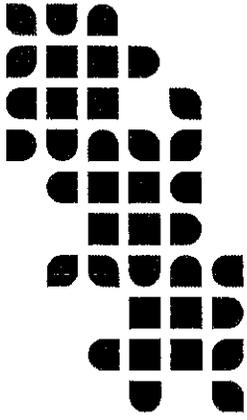
Construction

- Engineering
- Construction management
- Project administration
- Site Biological and Archeological monitoring and mitigation
- Environmental, Health and Safety management



Corporate Administration & Support



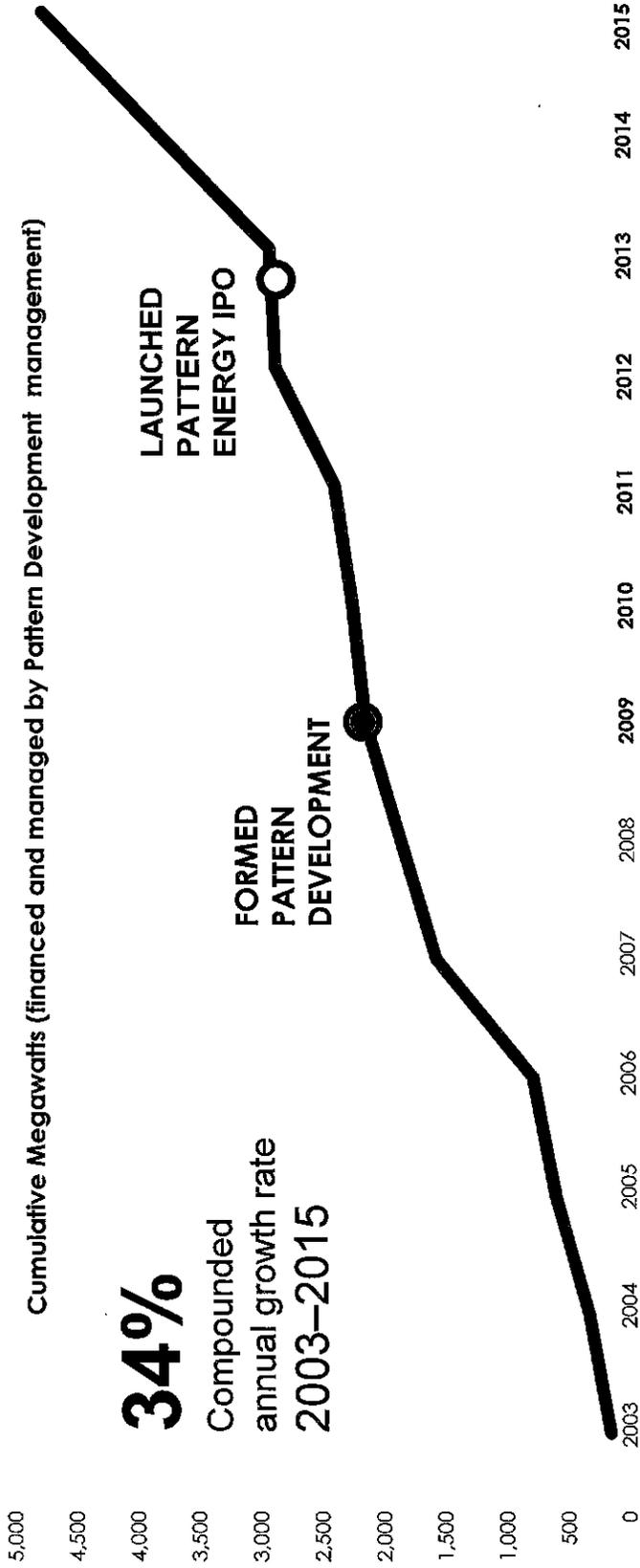


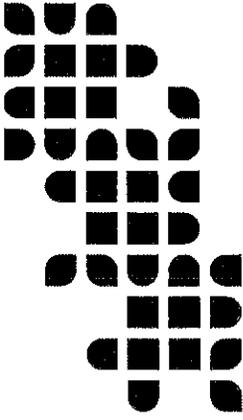
Cohesive Management Team Since 2002

4,500 MW+
of capacity

30+
wind projects completed

\$12 billion+
energy infrastructure assets financed



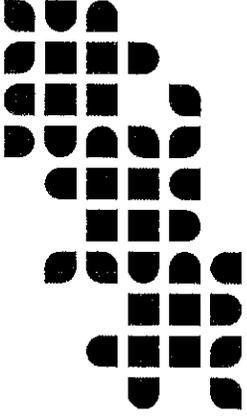


Ownership in Pattern Energy Group Inc.

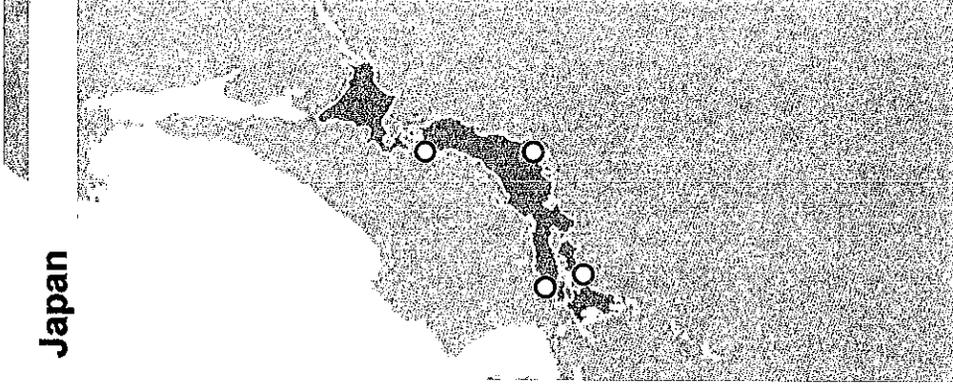
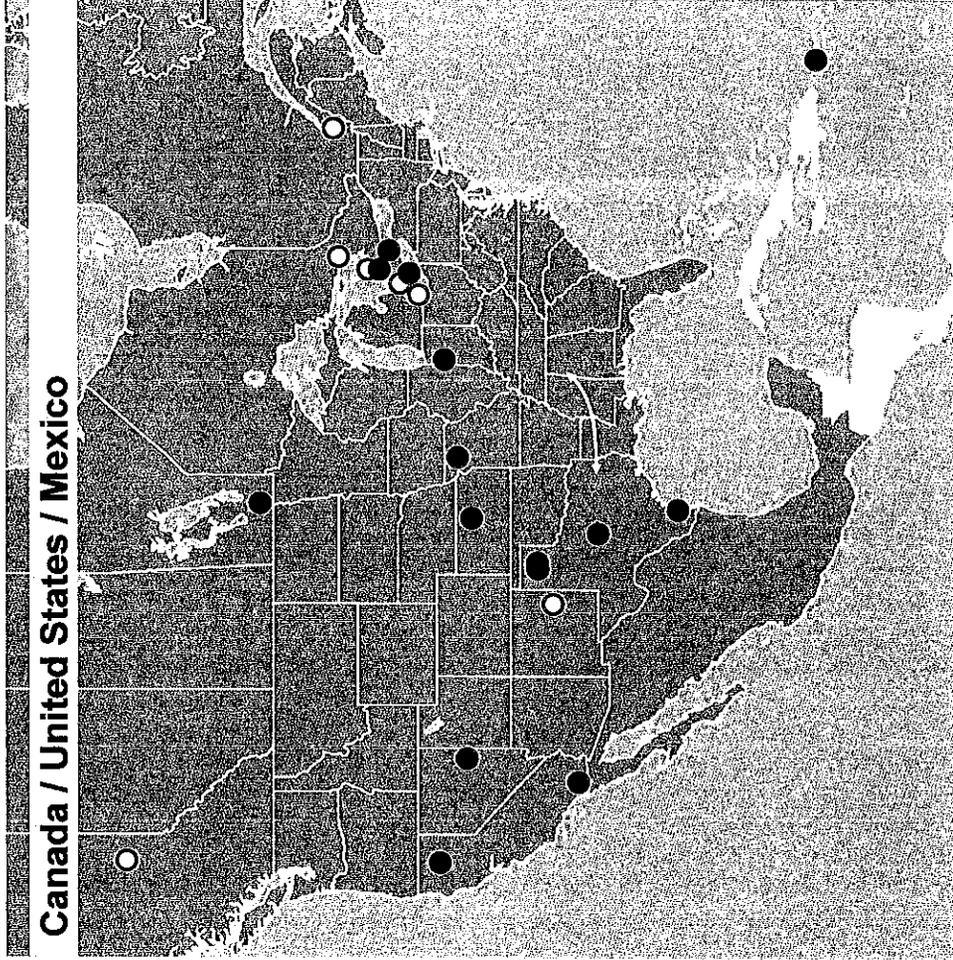
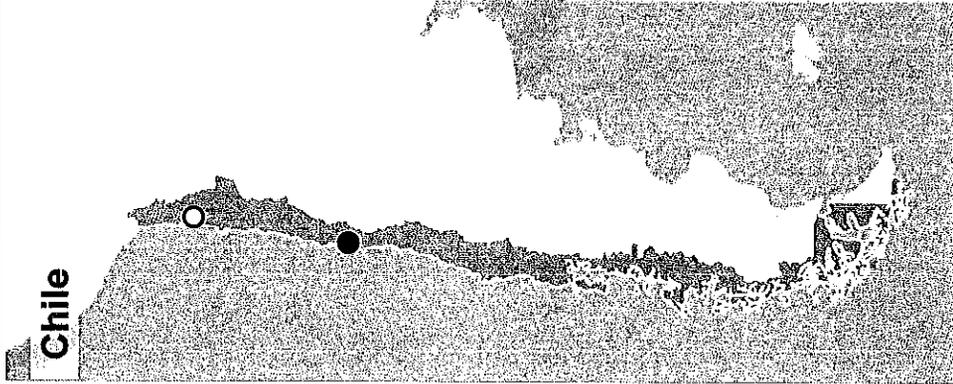


(1) Represents shares held by the public shareholders as well as certain directors and members of management





Pattern Development and Pattern Energy Portfolios

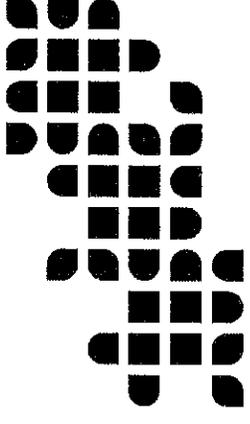


Owner

○ Pattern Development ● Pattern Energy

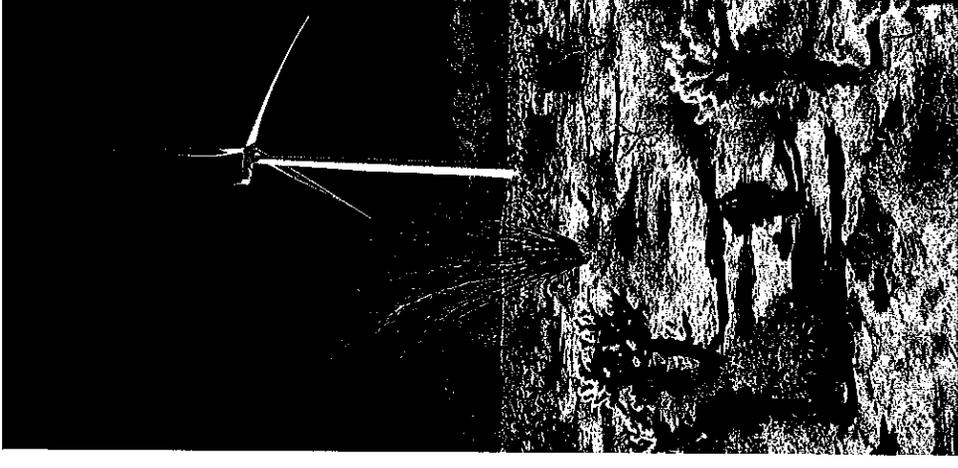


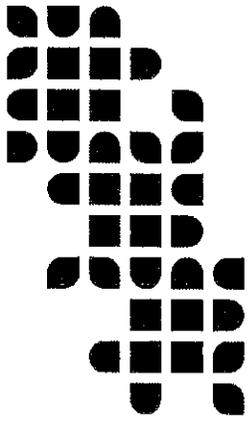
Meteorological Team



Pattern Meteorological Capabilities

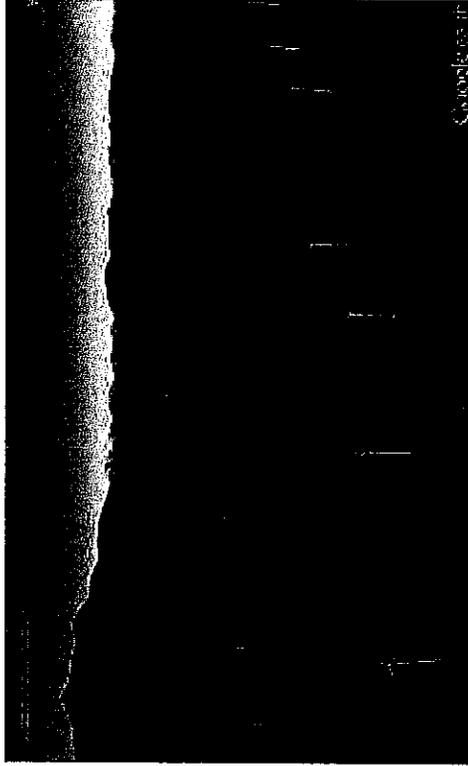
- Development and operational focused scientific team with backgrounds in atmospheric science and physics
- Project prospecting through high performance computing center (MHPCC) and mapping
- Meteorological tower data quality control and maintenance
- Project siting and optimization
- Turbine site suitability analysis
- Calculate project uncertainties
- GIS and environmental mapping
- Operational wind farm assessments
- Short term forecasting and day ahead market analysis





Project Mapping and Visualizations

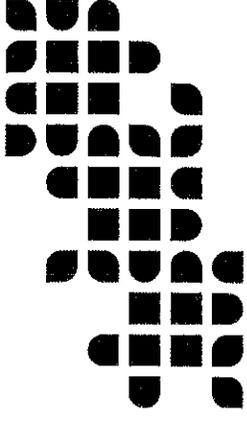
- Meteorological team is well versed in GIS mapping and atmospheric modeling



- Visualizing each project provides another level of analysis for not only the meteorological team, but also for developers and community relations

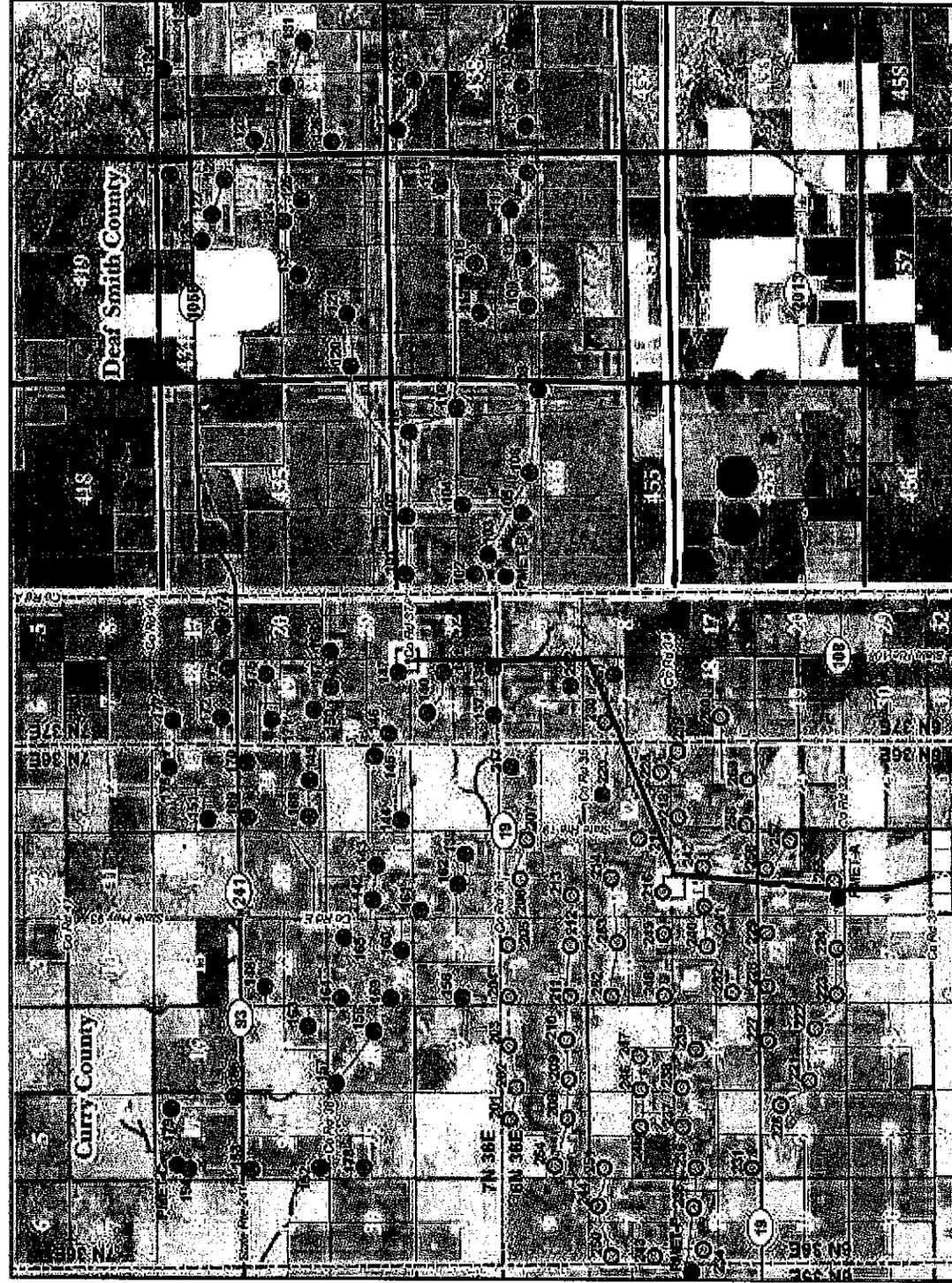


Broadview Development



Key Project Information

- Total Project nameplate capacity 544 MW
 - BEJN: 181.7 MW (79 turbines planned) Q1 2017
 - BEKW: 142.6 MW (62 turbines planned) Q1 2017
 - GWEC 220 MW (96 turbines planned) Q4 2017
- Siemens 2.3 MW turbines with 108 m rotor
- Connecting with Western Interconnect LLC (formerly Tres Amigas “Phase Zero” transmission line) at 345kV to Blackwater Substation with delivery into California Market (CAISO)
- Transmission service through the Public Service New Mexico (PNM) and Arizona Public Service (APS) transmission system
- Executed two 20 year power sale agreements with Southern California Edison (SCE) for BEJN and BEKW
- Executed one 25 year power purchase agreement with Sacramento Municipal Utility District (SMUD)



BEKW & BEJN Wind Farm - Curry Co., New Mexico & Deaf Smith Co., Texas

Geopolitical

- Townships (NM)
- Section (NM)
- Counties

Turbines

- BEKW
- PMETA, B.C.F
- BEJN

Substations

- BEKW & BEJN

Transportation

- Proposed Access Roads
- Roads

Parcels

- Leased Land
- BEJN

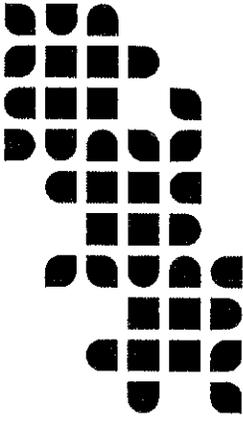
Centerline

- Western Interconnect

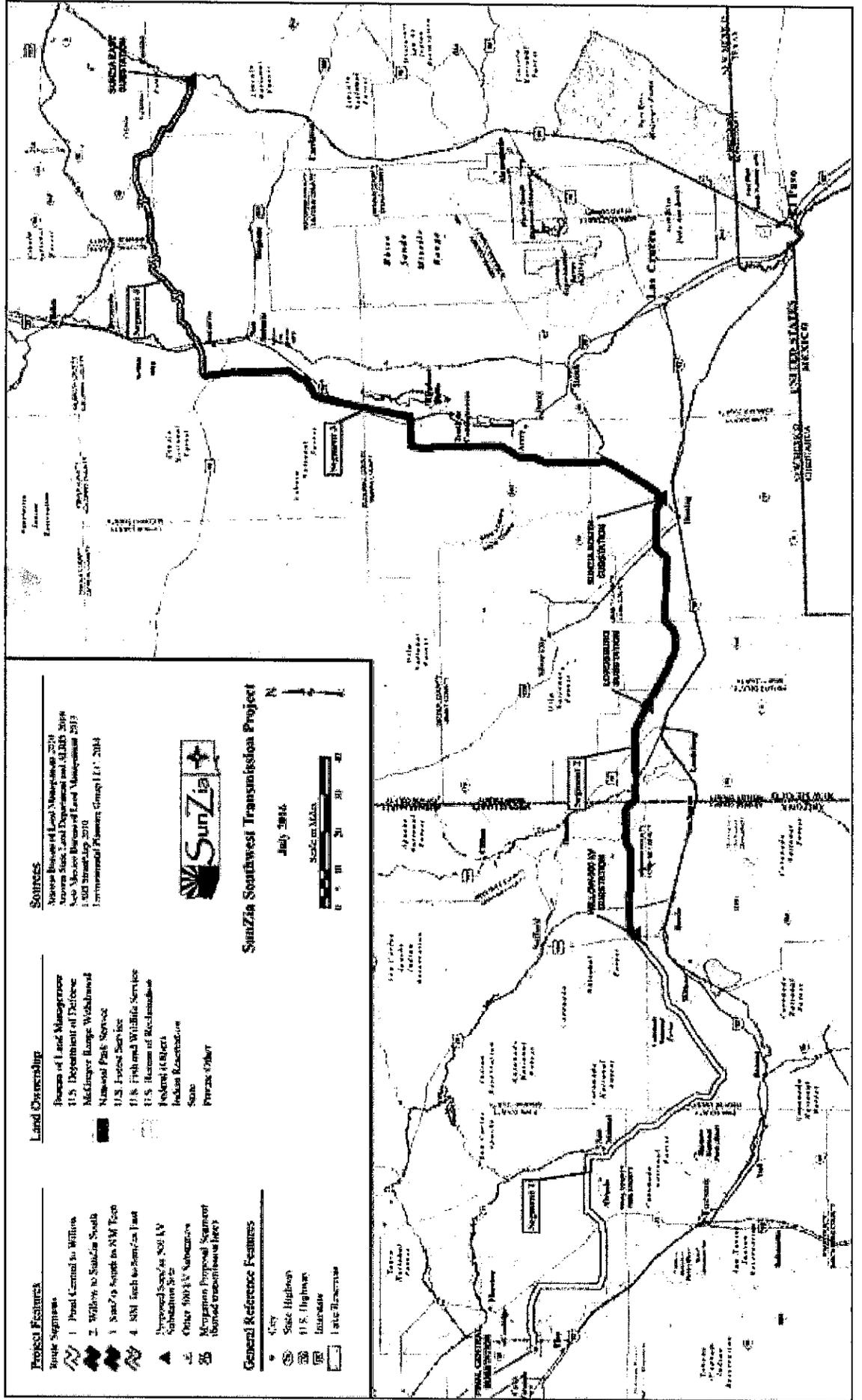
Date: 3/23/2016

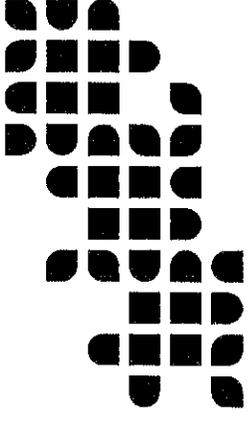


Transmission Enabled Wind



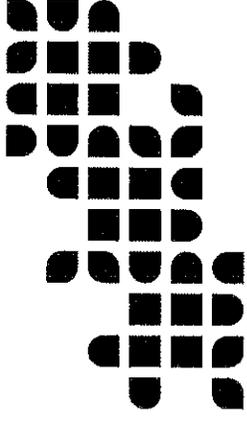
SunZia Southwest Transmission Project





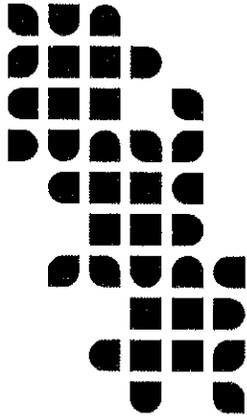
SunZia Project Summary

- 515 mile transmission project in New Mexico and Arizona
- Possible configurations are two 500 KV AC lines, or one AC and one DC 500 kV lines
- Brings high-quality renewable energy to western markets
- Obtained Declaratory Order from FERC in May 2011 for negotiated rate authority
- WECC granted SunZia an Accepted Rating of 3,000 MW for two 500kV AC lines in March 2011, rating was re-confirmed in January 2015
- Anchor-Tenant subscription process concluded
- Executed ROW Grant Agreement with BLM September 2016
- Plan of Development in preparation stage
- Commercial operation expected by 2020



Update on SunZia's Commercial Activities

- May 2011 – Received an Order from FERC that allows 50% of SunZia's merchant capacity to be negotiated with Anchor Tenants
- Nov 2011 – Started the Anchor Tenant solicitation process
- Aug 2013 – Signed a Letter of Intent with First Wind
- Nov 2014 – First Wind acquired by SunEdison
- Apr 2016 – SunEdison filed for Chapter 11 of the bankruptcy code
- May 2016 – Renewed the Anchor Tenant process and received a substantial amount of interest
- Aug 10, 2016 – Official close of the Anchor Tenant Process and deadline for all interested parties to respond to SunZia's qualification criteria
- Aug 26, 2016 – Selected Pattern Development as SunZia's preferred Anchor Tenant



Anchor Tenant Selection

Christopher McCune
Pattern Energy Group LP ("Pattern Development")
Pier 1, Bay 3
San Francisco, CA 94111

Re: SunZia anchor tenant process

Dear Christopher,

SOUTHWESTERN
Power Group II, LLC
An Energy Company - Alliance Builder

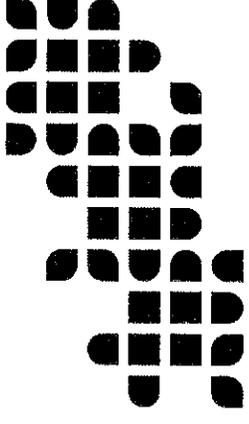
Thank you for your anchor tenant submissions of 8/10/2016 and 8/25/2016. We have completed our analysis and evaluation of the submissions we received. Pursuant to the anchor tenant announcement we sent you on 6/1/2016 and based on the anchor tenant criteria we sent you on 7/26/2016, we are pleased to advise that Pattern Development is SunZia's preferred anchor tenant.

We now propose to negotiate a binding precedent agreement ("PA") with Pattern Development. We will provide you with a first draft of the PA shortly.

We look forward to working with Pattern and entering into a binding precedent agreement.

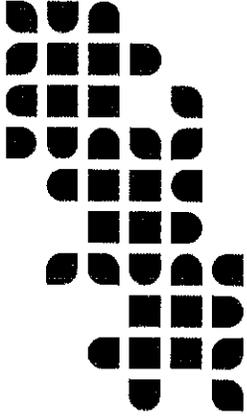
Sincerely,

David Getts
General Manager

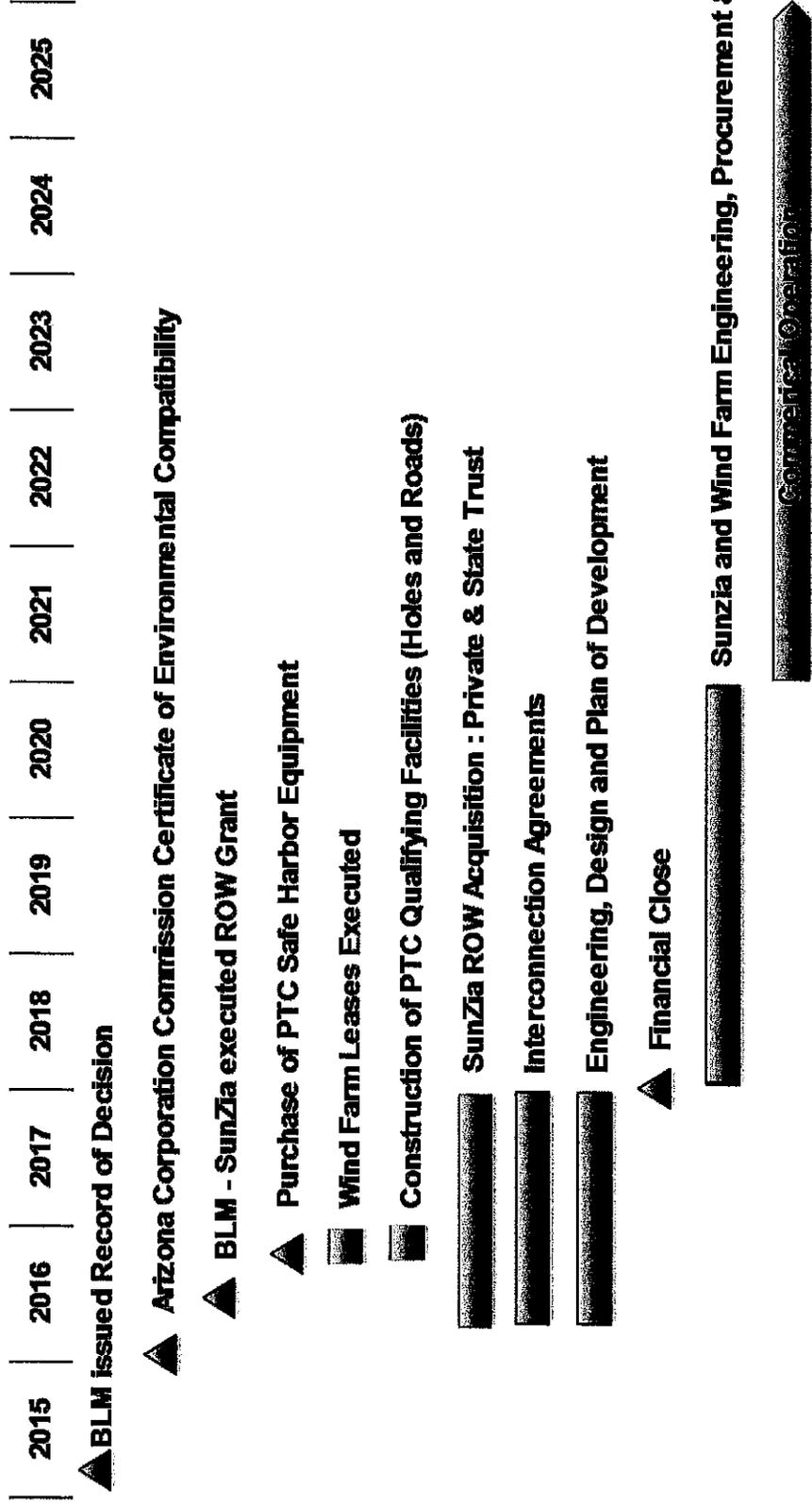


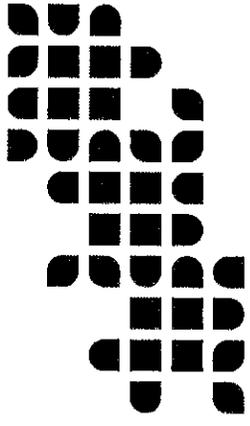
Commercial Interest Impact on Schedule

- Interest in New Mexico's wind resource is magnified by the economic benefits of the Federal wind production tax credit (PTC)
- To qualify for 100% of the PTC, the wind project must be in service by 12/31/2020
- Interested wind developers are looking to secure Power Purchase Agreements, based on a price that includes 100% of the PTC
- Every year after 2020, the value of the PTC diminishes

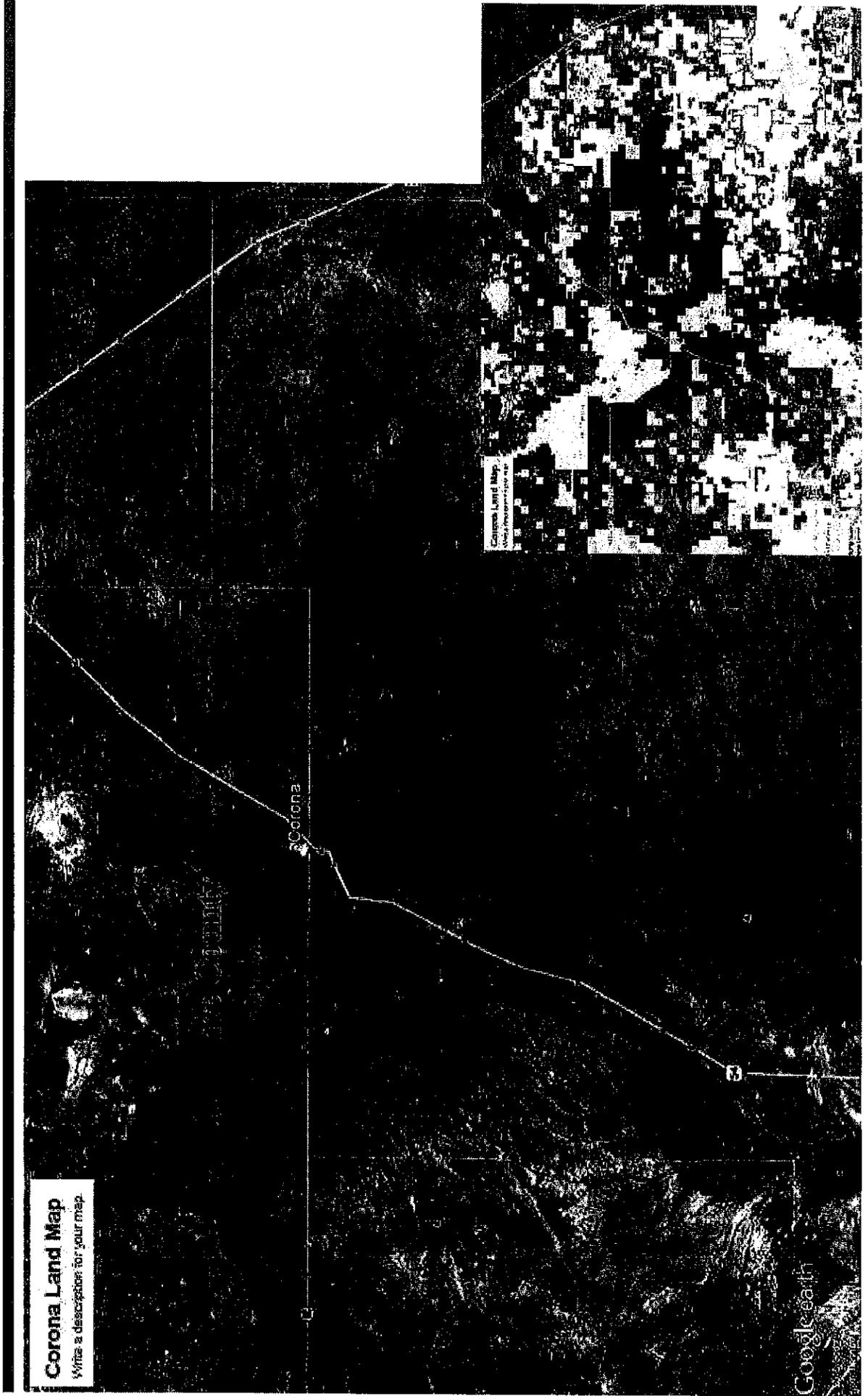


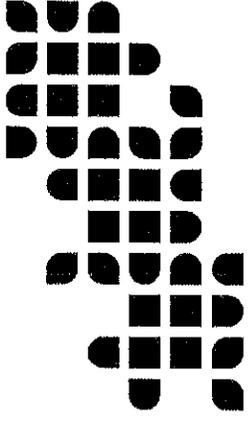
Development Schedule





Corona Area Land (Inset with State and Federal land)

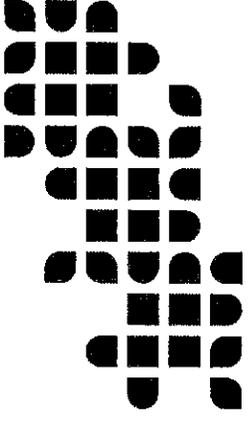




Start of Construction Federal Production Tax Credit

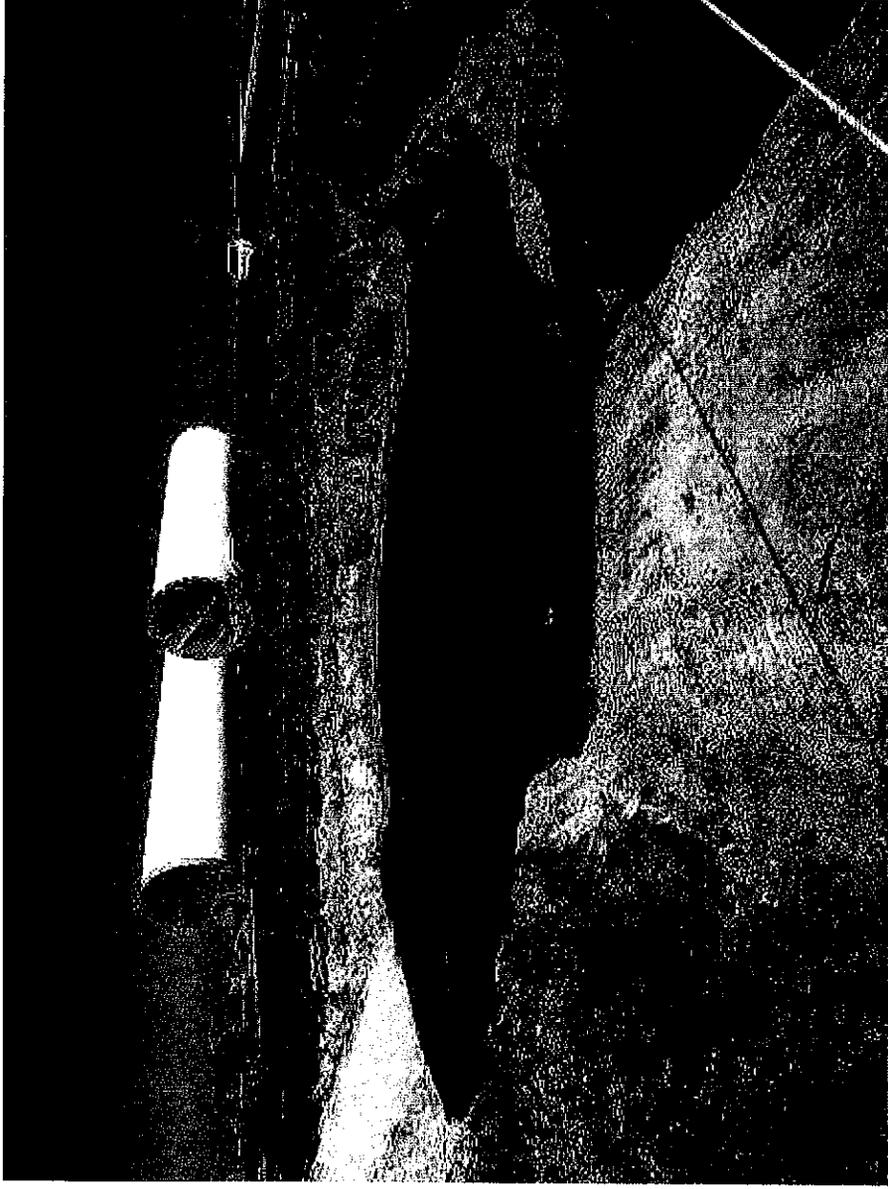
Example of Initial Excavation: Turbine Location



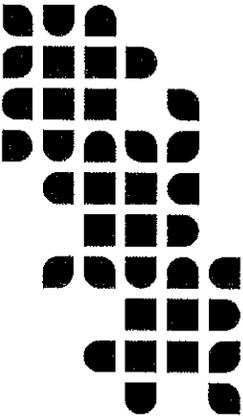


Start of Construction Federal Production Tax Credit

Example of Initial Excavation: Turbine location with Mud Mat



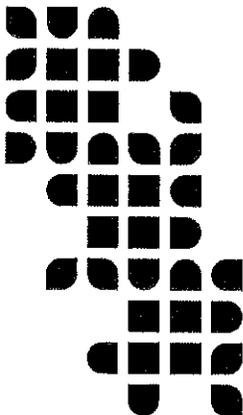
Start of Construction Federal Production Tax Credit



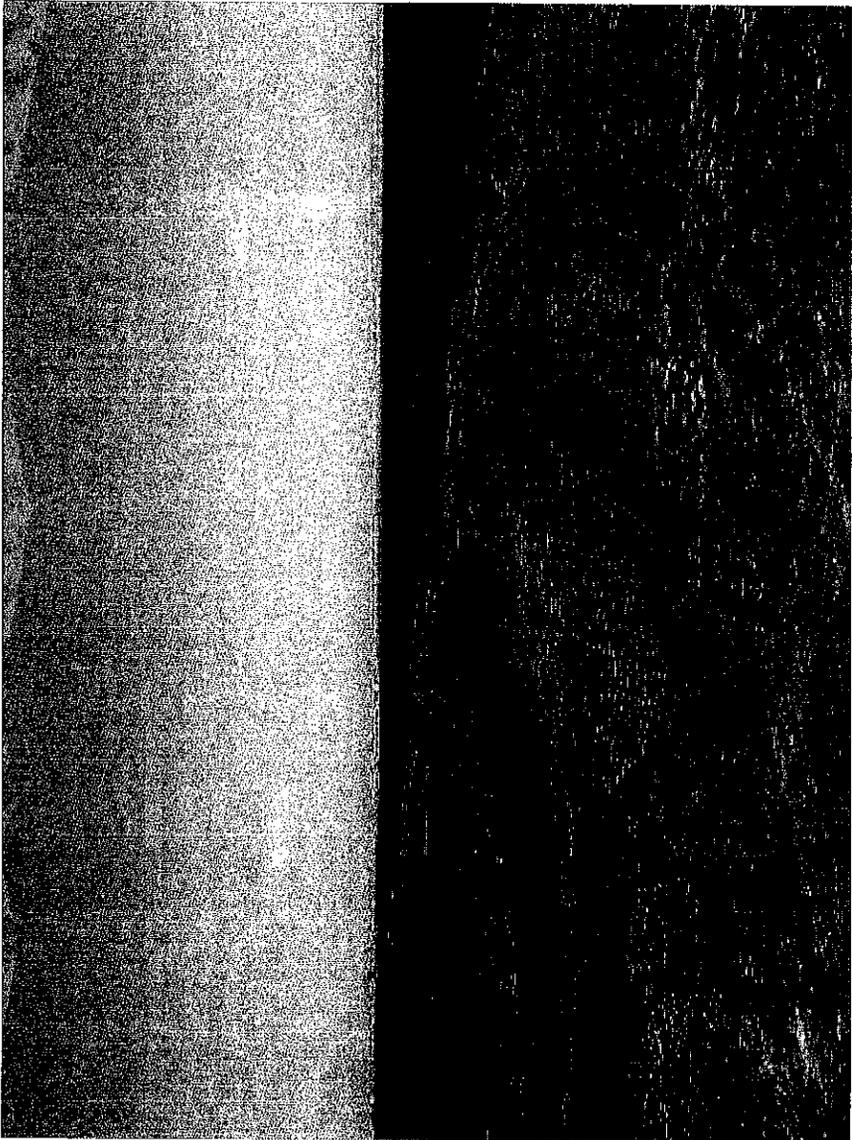
Example of Initial Excavation: connecting access roads



Start of Construction Federal Production Tax Credit

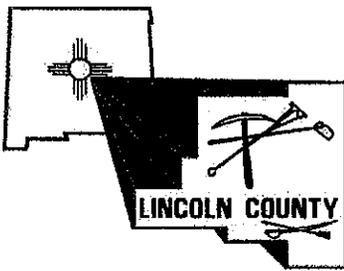


Example of Initial Excavation: connecting access roads



WIND POWER MOVEMENT
Pacifi Energy Group
800.533.574
www.pacifienergy.com

Pattern



www.lincolncountynm.gov

County of Lincoln

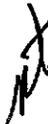
P.O. Box 711 • 300 Central Ave. • Carrizozo, New Mexico 88301-0711 • (575) 648-2385

AGENDA Item No. 10

November 11, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Zia Natural Gas Company – County Request to Lower Pipeline on Bogle Road

Discussion: County representatives met with Zia Natural Gas Company representatives and with members of the Public Regulation Commission's Pipeline Safety Bureau on April 12, 2016 to discuss hazardous gas lines located on Bogle Road. Due to the shallow depth of portions of this pipeline, the County's strong position is that a danger is posed to our employees responsible for maintaining the road and travelers accessing it.

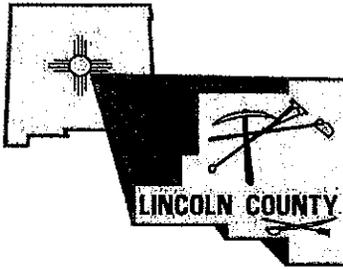
A follow-up meeting in the field was scheduled and held on May 20, 2016 between Zia Natural Gas District Manager Mike Dvorak with members of his staff and County Road Superintendent Joel Bonnell, Joe Kenmore, Emergency Operations Director and County Manager. We reviewed 13 separate points along that road and identified areas that required a lowering of the pipeline, rocky areas that would be difficult to lower, areas that required ditches to be filled in, etc. There was no formal plan developed identifying responsible party or timeline.

In a subsequent meeting on September 11, 2016, Zia Natural Gas General Manager Leslie Graham met with County Manager and Chairman Stone. We were unable to arrive at a methodology and timeline for resolution agreeable to both Zia Natural Gas and the County. Again, the County's most critical concern is the safety of its employees working on the road and landowners / residents traveling on it. In places the pipeline is very shallow, and is operating at pressures above 500 psi. The County's lack of assigning critical routine maintenance activities on the road have resulted in a poor quality of road, making travel very difficult, and posing threats to health, safety and welfare caused by an inability to utilize the road.

Recommendation: Determine whether to direct Manager and Road Superintendent to work with Zia Natural Gas to develop and implement a plan with assignment of duties and timelines in an expeditious manner, or to seek other remedies.

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381



www.lincolncountynm.gov

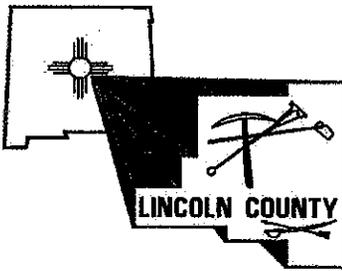
County of Lincoln

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

Agenda Item No. 11

SUBJECT

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



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

November 11, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Manager's Report

- HAT OFF!** County Road Department Operator III Gilbert Zamora received high praise from County resident John Wilson for "doing a wonderful job on El Paisano Drive" outside of Capitan. Mr. Wilson stated the neighborhood is very pleased with the outstanding work of Mr. Zamora. *Thank you Gilbert!*
- New Road Superintendent.** The newest search for a County Road Superintendent has been completed. After reviewing twelve applications for the positions, and interviewing the top five candidates, the interview panel unanimously selected Jeff Honeycutt for the position. This is a key role for the County, as it is responsible for the maintenance of over 800 miles of roads (base course, chip sealed and paved), and the oversight of the 20-member team responsible for that maintenance. *Welcome to Jeff Honeycutt!*
- CDBG Grant Close.** The Community Development Block Grant (federal funds administered by the State) requires very specific steps in opening and closing a grant. Dora Batista of SNMEDD held a public hearing in Lincoln County Commission Chambers on Wednesday, November 9th, to close out the existing grant of \$500,000 utilized for the Carrizozo Sr. Center. In addition the same hearing serves as the preliminary hearing for initial considerations for future CDBG grant requests. See **Enclosure 1** for Notice of Public Hearing. Per the Notice, the State of New Mexico estimates the 2017 appropriation of \$9,500,000 to be distributed statewide on a competitive basis, and Lincoln County will be eligible to apply since the Carrizozo Sr. Center Grant will be closed by the end of November. An application containing leveraged funding is more heavily weighted than those without such funding availability. For example, the County's CDBG application for the Carrizozo Sr. Center project for the total amount of \$1,200,000, requested CDBG funds for \$500,000 (which was granted), and the remainder of the project was leveraged with a \$245,000 State Capital Outlay award, and the remainder with local funds. Mr. Quintana, during the County Capital Outlay Request meeting, cautioned that should any entity plan to request CDBG funding with the utilization of capital outlay leveraged funds, those projects should be identified immediately and socialized with Department of Finance & Administration, to determine whether the project is eligible. Manager requests Commission concurrence to seek determination of whether Detention Center Expansion would fall under the guidelines eligible for CDBG funding.

4. **County Request to Legislative Delegation for 2017 State Capital Outlay Allocations.** On November 10th, SNMEDD hosted the yearly meeting for all Lincoln County local governments to present their State Capital Outlay requests to its Legislative Delegation. Commissioner Draper and I represented the County and presented information found at **Enclosure 2**. Legislators attending the session included Representative Cook and Representative-elect Greg Nibert; with Senator Burt in route. Per Commission direction, the top three projects presented for capital outlay funding consideration included our top three ISIP priorities: 1) Expand White Oaks Fire Station; 2) Expand Lincoln County Detention Center; and 3) County Road Repaving – 3 Miles. SNMEDD’s Hubert Quintana anticipated a potential fund availability of \$118 - \$120 million for the entire state, with a normal 1/3 allocation to the House of Representatives; 1/3 to the Senate; and 1/3 to the State. He informed that this particular pool of funds (STP) cannot be used for other purposes, but can be determined by the Governor to not allocate at all, or to allocate to a certain degree, in any given fiscal year. Other local governments / other entities requesting funding included the Village of Ruidoso, the City of Ruidoso Downs, the Town of Carrizozo, the Capitan Historic Train Depot and Greentree Solid Waste Authority.

5. **Better Informed Public Officials.** New Mexico Association of Counties has scheduled its 2016 BIPO Conference for December 6th through 8th in Albuquerque. See **Enclosure 3**. While newly elected officials are encouraged to attend and will receive a complimentary registration and scholarship to cover NM EDGE class fees for this conference, Veteran County elected officials, County Managers and County Deputies are also welcome to attend.

6. **State Purchasing Division Notice of Proposed Rulemaking.** As discussed at last month’s meeting, County and Municipal Managers, School Officials and others received a correspondence from Jim Barentine, Director for Southern Services CES, warning that a new State Purchasing Division Notice of Proposed Rulemaking will adversely affect an entity’s authority as a local public body to continue to handle its procurement as accustomed. Mr. Santiago Chavez, Finance Director for NMAC, submitted a timely comment regarding the collective “counties” concerns (**Enclosure 4**), and has requested a large contingent to attend in person. As this public hearing on November 15th at 3:30 p.m. in Santa Fe, is the same day at the County Commission Regular Meeting, Chief Procurement Orlando Samora will represent the County at that meeting.

7. **Calendar of Events:**
 - November 15 Lincoln County Commission Meeting
 - November 15 Hearing - State Purchasing Division Notice of Proposed Rulemaking
 - December 5 Village of Capitan Regular Meeting – 5:30 p.m.
 - December 6 ENMU Speaker Series 6 – 8 p.m.
 - December 6- 8 BIPO
 - December 13 Carrizozo Town Hall Regular Meeting - 6 p.m.
 - December 13 Village of Ruidoso Regular Meeting – 1:00 p.m.
 - January 19 – 21 NMAC Legislative Conference – Santa Fe
 - February 1 Lincoln County Day in Santa Fe (**Enclosure 5**)

8. **Department Head Updates**
 - a. Road Superintendent
 - b. Finance
 - c. Human Resources
 - d. Office of Emergency Services
 - e. Planning

NOTICE OF PUBLIC HEARING

The Lincoln County Administration, in Lincoln County, New Mexico, wishes to inform all interested parties that a 2017 CDBG (Community Development Block Grant) public hearing will be held:

November 9, 2016 10:00 a.m. Commission Chambers 300 Central Ave, Carrizozo NM

The purpose of this public hearing will be to report on past CDBG program activities including the recent completion of the new Senior Citizen Center in Carrizozo, NM which is a 2013 CDBG project. The County wishes to receive public input on community development needs and suggestions for future CDBG projects.

The Community Development Block Grant (CDBG) Program was established under Title I of the Housing and Community Development Act of 1974, as amended, in order to assist communities in providing essential community facilities, providing decent housing for residents, promoting economic development and maintaining a suitable living environment. The State of New Mexico estimates the 2017 appropriation of \$9,500,000 to be distributed statewide on a competitive basis.

State and national objectives of the CDBG Program require that assistance be made available for activities that address at least one of the following:

- 1) An activity identified as principally benefiting persons of low and moderate income;
- 2) Aid in the prevention and elimination of slums and blight;
- 3) Meet other community development needs of recent origin having a particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community where other financial resources are not available to meet such needs.

Applications are limited to a maximum of \$500,000, except for planning applications which have a limit of \$50,000.

Eligible activities and categories will be described. All interested parties are invited to attend, to submit project ideas, to provide supporting data and testimony, and other pertinent information.

With sufficient notice, a translator will be provided for non-English speaking residents.

Those unable to attend the public hearing may send written comments to:

CDBG Grant Program Requests
Lincoln County Administration
P.O. Box 711
300 Central Ave
Carrizozo, NM 88301-0711

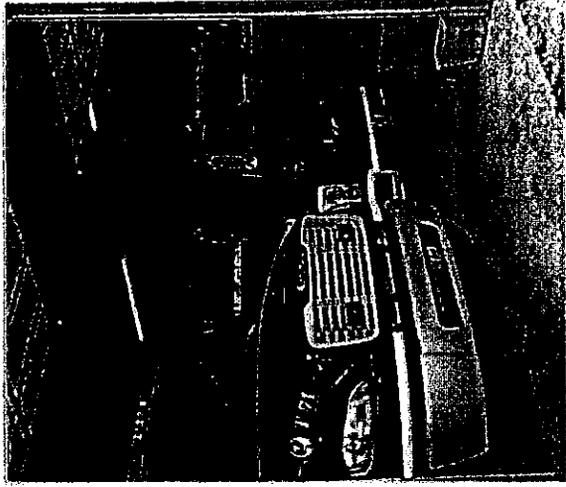
LINCOLN COUNTY 2017 CAPITAL OUTLAY REQUESTS

- 1. Expand White Oaks Fire Station \$255,000.** This request to expand the existing White Oaks Fire Station is the County's Number 1 priority this year; the existing Station barely houses three of the six apparatus utilized by White Oaks' volunteer fire fighters to respond to emergencies. The expansion is necessary to house existing apparatus and meet the needs of the residents and property owners. The expansion will be of metal construction, sized to approximately 40' x 60' and will have three bays. *See pages 2 and 3.* The White Oaks Fire Department has 21 dedicated members who take care of not only the historic town of White Oaks, the surrounding Patos and Jicarilla Mountains in Lincoln County and the Lincoln National Forest, but also responds to calls for assistance in other areas of the County. This 225 square mile area includes grasslands and forest. The New Mexico State Legislature has generously awarded the County two prior allocations: one for \$20,000 and the other for \$25,000. The County is in the final selection stages of selecting its design contractor.
- 2. Expand Lincoln County Detention Center - \$427,000.** The current Detention Center, built and opened in 2001, is sized for 144 detainees. Prior to March, 2013, the County had adequate space to house US Marshall (totaling \$50 – \$70k income to the County per month) and BIA detainees (\$15 - \$40k per month), bringing revenues into the county of approximately \$800,000 - \$1,300,000 per year. Since June, 2013, the county has had inadequate space to house detainees other than those residing in the county. In addition to limited space to house detainees, the medical suite of the facility is also undersized and requires modifications. The County's priority this year is to try to tackle one phase of the overall project by constructing a new medical suite. This 1,767 sq. ft. expansion is critical to ensure the health, safety and welfare of inmates and employees. *See page 4.* The New Mexico State Legislature has generously awarded the County a prior allocation in the amount of \$163,000. The project is in design stage.
- 3. County Road Repaving – 3 Miles - \$500,000.** Lincoln County has just over 800 miles of road to maintain, with approximately 100 of those being paved. With annual repavement projects, paved roads will be maintained in a manner that would ensure the health, safety and welfare of County residents and visitors. *See page 5.*

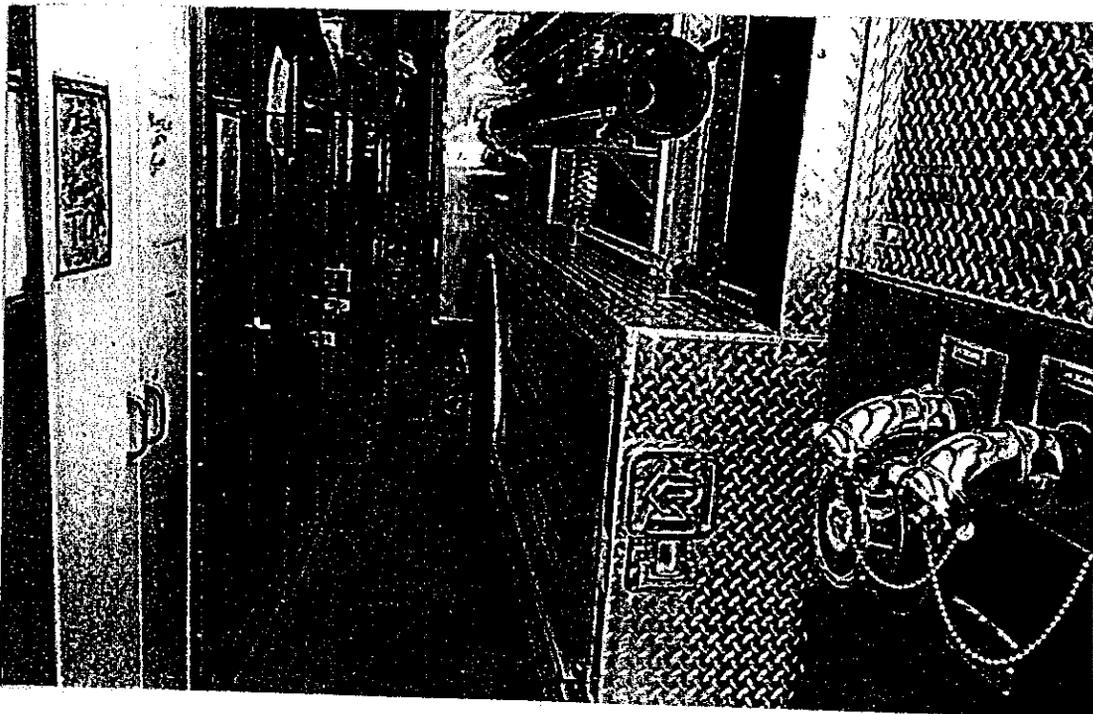
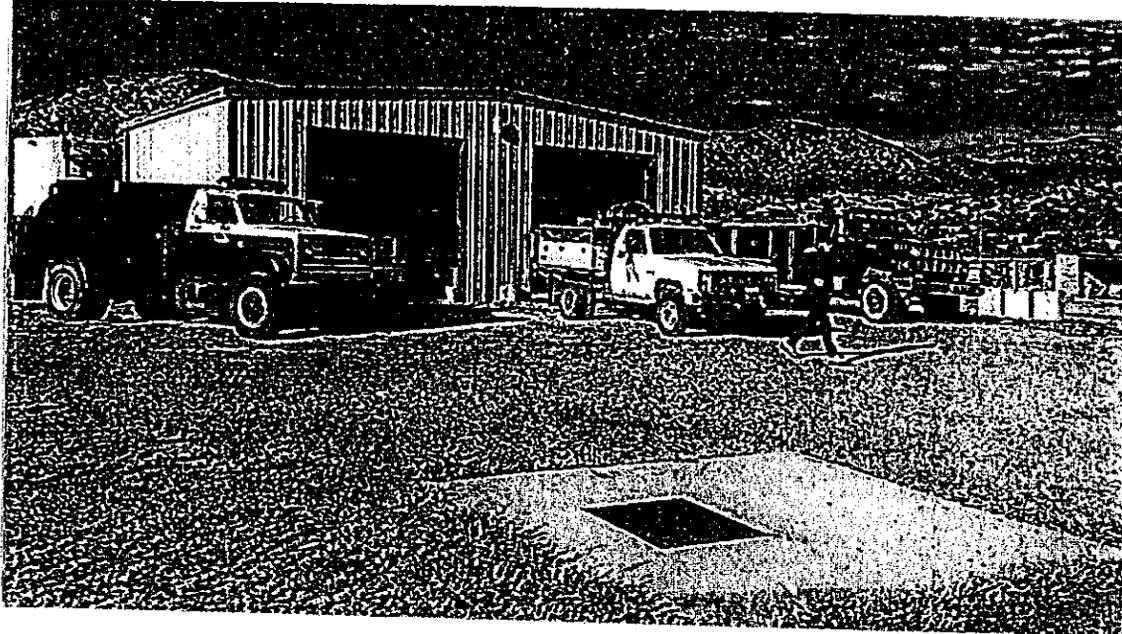
The County wraps up its top five priority infrastructure goals with:

- The building of a new \$25 million hospital, that is subject to the voter's voice on election day, and
- Relocating and building a new road department and yard.

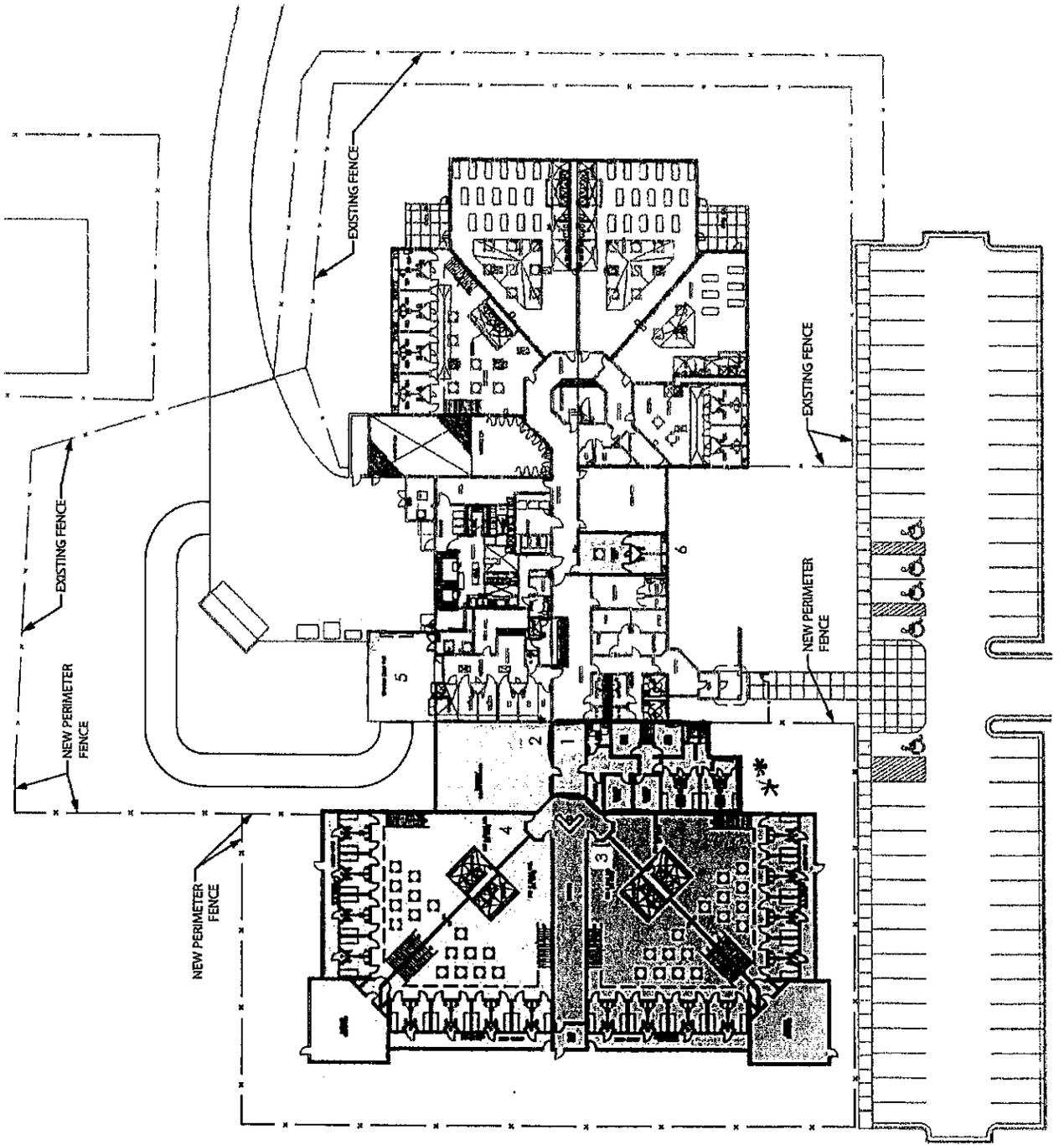
See page 6 for Lincoln County's ICIP Project Summary.



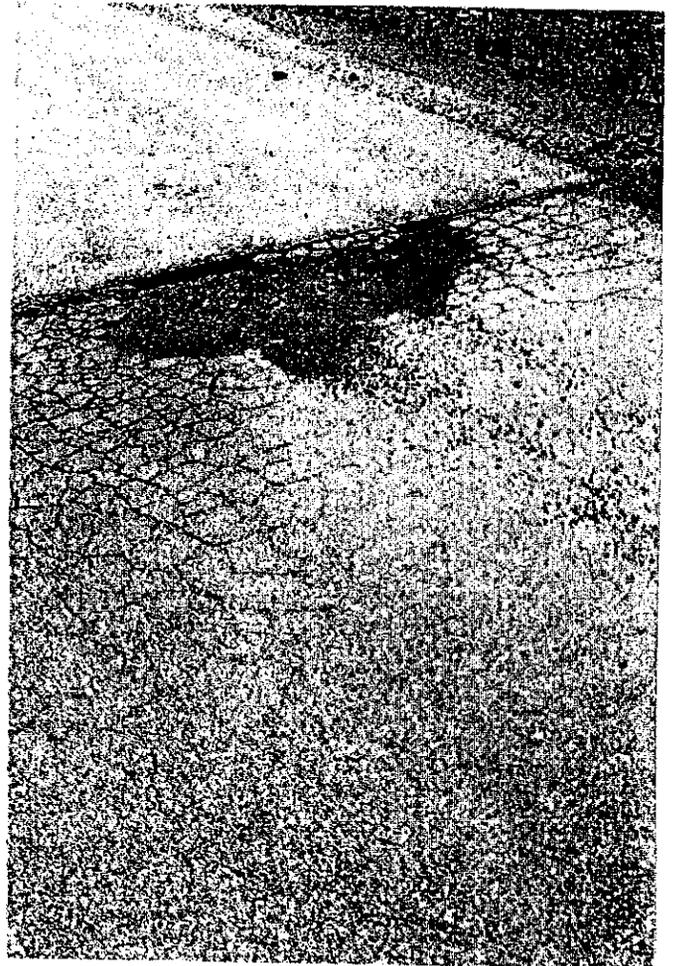
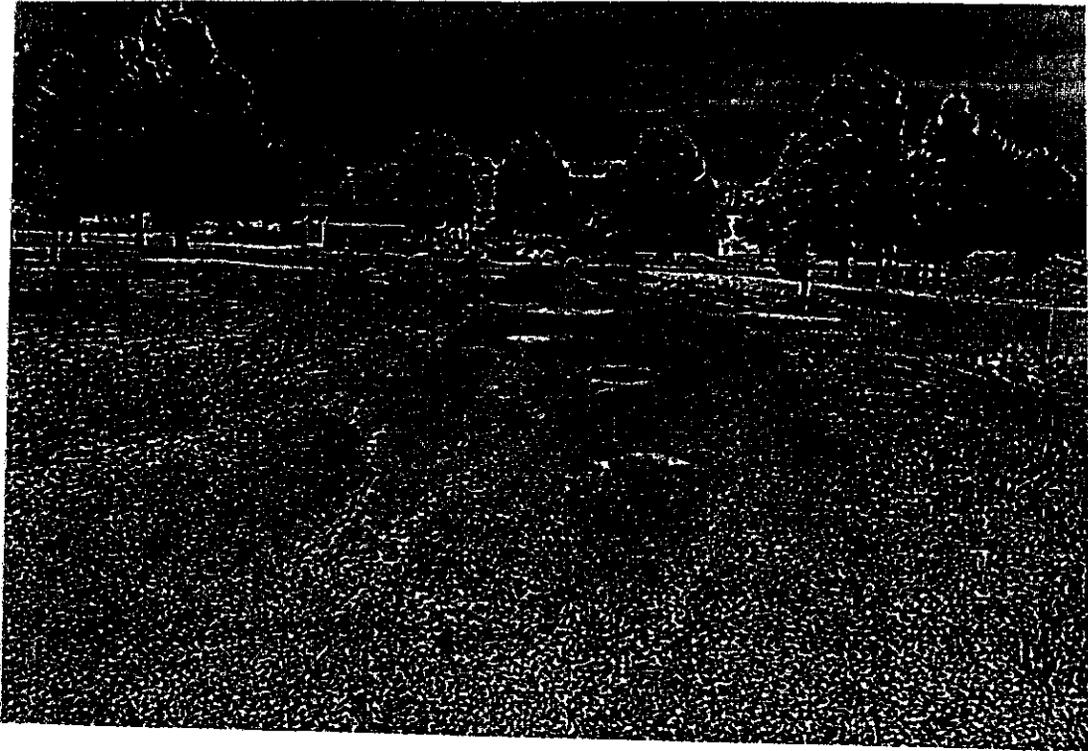
White Oaks
Fire Station



Lincoln County Detention Center



Paving Maintenance



Infrastructure Capital Improvement Plan FY 2018-2022

**Lincoln County
Project Summary**

ID	Year	Rank	Project Title	Category	Funded to date	2018	2019	2020	2021	2022	Total Project Cost		Amount Not Yet Funded	Phases?
											2018	2019		
23877	2018	001	Expand White Oaks Fire Station	Fire	45,000	255,000	0	0	0	0	300,000	255,000	No	
28733	2018	002	Expand Detention Center	Domestic Violence Facilities	163,000	427,000	0	0	0	0	590,000	427,000	No	
31468	2018	003	3 Miles - County Road Repaving	Hiways/Roads/Streets/Bridges	0	500,000	500,000	500,000	500,000	500,000	2,500,000	2,500,000	Yes	
31200	2018	004	Lincoln County Medical Center Renovation	Health-Related Cap Infra	0	12,500,000	12,500,000	0	0	0	25,000,000	25,000,000	Yes	
24125	2018	005	New Road Yard	Adm/Service Facilities (local)	0	560,000	0	0	0	0	560,000	560,000	No	
31466	2018	006	Senior Center Program Wide Equipment	Senior Facilities	0	100,000	0	0	0	0	100,000	100,000	No	
31203	2018	007	ADA Upgrades to Senior Centers	Senior Facilities	0	100,000	0	0	0	0	100,000	100,000	No	
31467	2018	008	Senior Center Program Wide Vehicle Replacement	Senior Facilities	0	100,000	0	0	0	0	100,000	100,000	No	

Nita Taylor

From: Jennie Harvey <events@regonline.com>
Sent: Monday, November 07, 2016 5:14 PM
To: Nita Taylor
Subject: NMAC 2016 BIPO Conference - Registration Open

If you are having trouble viewing this email, try [viewing it in a browser](#).



Host your Own Event



NMAC 2016 BIPO Conference

Dear County Elected Officials, Deputies, and County Managers,

**Registration is now open for the
New Mexico Association of Counties
2016 BIPO Conference!**

[CLICK HERE TO REGISTER NOW!](#)

The **Better Informed Public Officials Conference (BIPO)** is designed to bring together newly elected and veteran county elected officials for three days of education, networking, and collaboration. Newly elected county officials can get a strong start in their county leadership role by attending New Mexico's most comprehensive training opportunity available.

All newly elected officials are encouraged to attend this informative conference. First time newly elected county officials receive a complimentary registration and scholarship to cover NM EDGE class fees for this conference. Additionally, veteran county elected officials, county managers, and county deputies are allowed to attend for a \$160.00 registration fee.

Online registration will be available through Friday, December 2, 2016. Additionally, hotel guestrooms reservations must be made by Friday, November 25, 2016 to receive the discounted rate.

We look forward to seeing you in December!

Questions? Please contact Jennie Harvey, NMAC Meetings Coordinator, at (505) 820-8101 or jharvey@nmcounties.org.

BETTER INFORMED PUBLIC OFFICIALS CONFERENCE

MOVING
COUNTIES
FORWARD

THE
DIFFERENCE
IS YOU.



- [Registration](#)
- [Accommodations](#)
- [Agenda](#)
- [Sponsors & Exhibitors](#)

NMAC 2016 Better Informed Public Officials Conference
Tuesday, December 06, 2016 - Thursday, December 08, 2016

Hotel Albuquerque
800 Rio Grande Blvd. NW
Albuquerque, New Mexico 87104
United States

The **Better Informed Public Officials Conference (BIPO)** is designed to bring together newly elected and veteran county elected officials for three days of education, networking, and collaboration. Newly elected county officials can get a strong start in their county leadership role by attending New Mexico's most comprehensive training opportunity available.

In collaboration with the NM EDGE program, the NMAC BIPO Conference offers newly elected officials the opportunity to:

- *Gain an understanding of legal responsibilities and finance fundamentals*
- *Learn what county elected officials can and cannot do*
- *Learn how to avoid common missteps, pitfalls, and negative press*
- *Find out about resources that will help you make sound decisions*
- *Gain insights on how to work effectively with constituents, staff, and colleagues*

In addition, those interested in beginning or continuing to pursue their Certified Public Official certification with NM EDGE will be able to complete credit for up to four (4) classes.

Who can attend?

All newly elected officials are encouraged to attend this informative conference. Additionally, veteran county elected officials, county managers, and county deputies are allowed to attend for a nominal registration fee.

How much does it cost?

First time newly elected county officials receive a complimentary registration and scholarship to cover NM EDGE class fees for this conference. For all other attendees, please reference the chart below:

<u>Type of Registrant</u>	<u>Conference Fees</u>	<u>NM EDGE Fees</u>	<u>Dates and Deadlines</u>
Newly Elected Officials	No Registration Fee	No NM EDGE Fees	Online Registration available through Friday, December 2, 2016.
Current Elected Officials County Deputies County Managers	Standard Registration Fee: \$160.00	\$50.00 Enrollment Fee \$75.00 - \$50.00 per class <i>*Class fees are offered on a sliding scale, please see information below</i>	Online Registration available through Friday, December 2, 2016.
	Late/Onsite Registration Fee: \$190.00	\$50.00 Enrollment Fee \$75.00 - \$50.00 per class <i>*Class fees are offered on a sliding scale, please see information below</i>	Only available onsite starting Tuesday, December 6, 2016.

****Online Registration will be available through Friday, December 2, 2016. Onsite Registration will be available starting Tuesday, December 6, 2016 at the Hotel Albuquerque.**

Cost of NM EDGE Classes

For new students, there is an one-time, non-recurring enrollment fee of \$50.00. The base-cost of each class is \$75.00. However, when more classes are purchased, lower class prices are automatic. Class can be purchased by an individual or through a group account, where several student have access to a pool of class coupons.

<u>When purchased...</u>	<u>Cost...</u>
1-4 classes	\$75.00 per class unit
5-9 classes	\$70.00 per class unit
10-14 classes	\$65.00 per class unit
15-19 classes	\$60.00 per class unit
20-24 classes	\$55.00 per class unit
25 or more classes	\$50.00 per class unit

How do I register for the BIPO Conference and the NM EDGE classes?

In addition to registering for the conference, **all attendees must enroll in the NM EDGE Program separately through NMSU.**

Please use the following information and website link to enroll in the NM EDGE Program.

How to Enroll in NM EDGE Program

CLICK HERE to Enroll in the NM EDGE Program through NMSU

If you need assistance regarding NM EDGE classes or enrollment, please contact the NM EDGE directly at nmedge@nmsu.edu or (575) 646-0335 or (575) 646-4304.

Registration and Cancellation Policies:

Online registrations will be accepted until Friday, December 2, 2016. After this date, all registrations must be done onsite starting Tuesday, December 6, 2016 at the Hotel Albuquerque. All checks must be received by Friday December 2, 2016 to be eligible for the reduced registration fee. NMAC does not accept purchase orders.

Refunds (less a 20% administrative fee) for cancellations will be accepted until Friday, December 2, 2016. After this date, there will be no refunds. Cancellations after Friday, December 2, 2016 due to extenuating circumstances will be considered on a case-by-case basis (less a 20% administrative fee) and must be sent in writing to Charlotte Martinez at cmartinez@nmcounities.org.

Event HomeEvent Contact Information

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NEW MEXICO ASSOCIATION OF COUNTIES

November 8, 2016

Mark Hayden
State Purchasing Division
Bureau Chief
New Mexico General Services Department, Room 2016
1100 St. Francis Drive
Santa Fe, NM 87505
Mark.hayden@state.nm.us

Re: Comments on State Purchasing Division's Proposed Changes to NMAC §1.4.1.94 "Chief Procurement Officer Registration and Certification"

Mr. Hayden,

New Mexico counties are greatly concerned about the proposed changes to section 1.4.1.94 of the Administrative Code. We have had a robust discussion about the proposed changes within the Finance and Purchasing Affiliate of the New Mexico Association of Counties. The general sentiment is that the proposed rule would greatly increase the power of the state purchasing agent to control local government decisions without the statutory authority to do so. There is great concern from our member counties who have asked me to submit comment on their behalf.

Counties appreciate the recent statutory changes that have raised the level of professionalism within local government procurement by requiring procurement officers to be trained and certified, but there is genuine concern about the proposed changes to the administrative code which would extend state oversight well beyond current statutory parameters.

NMSA 1978 §13-1-95.2(A) requires local public bodies to provide the name of the local public body's chief procurement officer (CPO) to the state purchasing agent. NMSA 1978 §13-1-95.2(B) states that the state purchasing agent will maintain a list of CPOs reported to the state. NMSA 1978 §13-1-95.2(D) calls for the state purchasing agent to establish a certification program for CPO's that includes initial certification and recertification every two years. NMSA 1978 §13-1-95.2(C) states that the state purchasing agent shall offer a certification training program for CPOs each year. NMSA 1978 §13-1-97 states that all procurement for local public bodies shall be performed either by a central purchasing office or CPO designated by the local public body who shall identify their designated purchasing office and/or CPO to the state purchasing agent.

These statutory sections describe the totality of the state purchasing agent's "authority" with respect to local governmental body CPOs.

The proposed changes to the administrative code create a level of authority over local public bodies not authorized by statute. There is no policy justification for encroaching upon a local public body's authority to choose whom it wishes to hire. The proposed changes empower the

ENCL 4

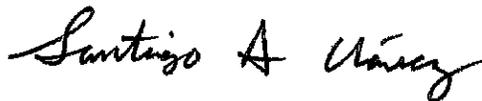
state purchasing agent to designate a procurement officer in the event of a vacancy. This authority is not delegated in statute. Local governments have and should have the ability to hire a current CPO or hire someone else and have them receive the required training for the certification. NMAC §1.4.1.94 (J) would require a local public body to submit for approval a request to share chief procurement officer duties in the event of temporary vacancies. This unnecessary layer of bureaucracy again tries to take away local autonomy to choose who can provide the duties of a CPO. There is no statutory authority to do this.

Existing statute also does not authorize the state purchasing agent to craft and impose penalties as would be authorized through the proposed changes to NMAC §§1.4.1.94(G). and 1.4.1.94(H). Contrary to the language in this proposed paragraph, nothing in NMSA 1978 §13-1-95.2 bestows that authority. In addition, the provision authorizing the state general services department to designate substitute or replacement CPOs is in direct contrast to the intent of NMSA 1978 §13-1-97 which expressly requires local public bodies to identify their designated central purchasing office and/or CPO to the state purchasing agent.

The proposed rules also encroach on the authority of the State Auditor. It is inappropriate for the regulations to create "automatic audit findings" when audits are reserved solely for the independently elected State Auditor under the authority of the Office of the State Auditor and the State Audit Act, not under the authority of the office of the State Purchasing Division. NMSA 1978 §12-6-12; NMAC §2.2.2.3.

The New Mexico Association of Counties and our members respectfully submit these comments to the proposed changes to NMAC §1.4.1.94. Thank you for your consideration. We look forward to working with the State Purchasing Division on these issues.

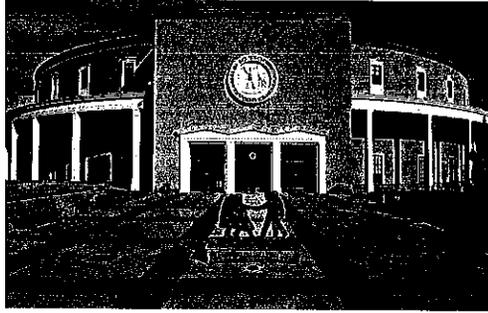
Sincerely,



Santiago Chavez
Director of Finance and Administration
New Mexico Association of Counties

"Lincoln County Day in Santa Fe"

Ruidoso Valley Chamber of Commerce



The Ruidoso Valley Chamber of Commerce encourages all Chamber Members and Village businesses to join us in representing the voice of our community at the Chamber's annual "*Lincoln County Day in Santa Fe*" on February 1, 2017.

There will be a Chamber hosted Reception with Legislators at 5:30 pm at The Inn & Spa at Loretto. This is your opportunity to talk to our Legislators about any of your concerns.

You can show your support by contributing in any of the following ways:

Attend the Legislative Reception at the Inn & Spa at Loretto (guests: \$40 in advance, \$50 at the door)

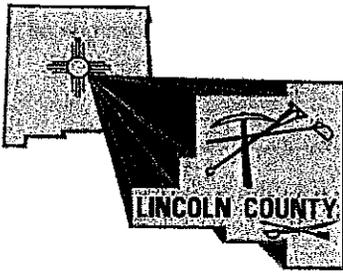
- * **Sponsor a Legislator - \$75**
- * **Sponsor a Table - \$300 This includes 2 tickets to the Banquet**
- * **Sponsor an Informational Display Table for your business at the reception - \$500 This includes 4 tickets to the Banquet**

To sponsor the "Lincoln County Day in Santa Fe" or to make reservations to attend, please contact Becky at the Chamber at 575-257-7395.

The Chamber has a block of rooms for January 31st, February 1st & 2nd at the Inn & Spa at Loretto. The rate for rooms is \$99 per night. The daily service fee of \$15 per night has been waived and the parking rate was reduced from \$21 to \$11. To book your room at that rate call the Central reservation number **1-866-582-1646** and ask for the Ruidoso Valley Chamber of Commerce group rate or use code: 10L4J4



New Mexico
Legislature



County of Lincoln

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AGENDA ITEM 13

November 8, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Safety Net Care Pool & Indigent Health Care Claims

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

Discussion:

Safety Net Care Pool Authorizations: This month our coordinator processed sixteen (16) claims. Fourteen (14) are recommended for approval and two (2) are recommended for disapproval. If approved, the total recommended authorization this month is \$9,348.71. See Enclosure 1.

Indigent Health Care Claims: This month our coordinator processed six (6) claims, all of which are recommended for approval. If approved, the total recommended payment this month is \$1,239.69. At Enclosure 2 is a summary of total applications approved and denied. At Enclosure 3 is the summary of the Indigent Fund Meeting for November.

Manager's Analysis – For the last two years, the average Indigent Health Care monthly payments were \$5,304 and \$6,994 respectively. The FY 15 - 16 year-end total was \$83,928. To date, the total expenditure is \$29,069.46 or an average of \$5,813.89. At this pace, we will spend \$69,767 in FY 16-17, in the indigent claim line item.

Similarly, for the last two fiscal years, the total Commission-approved Safety Net Care Pool Claims were \$254,747 and \$209,265 respectively. The FY 15 - 16 monthly average was \$17,439. To date, the total authorization is \$77,736.88 or an average of \$15,547.

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

Approved: _____
Preston Stone

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

SCP / SAFETY NET CARE POOL CLAIMS FISCAL YEAR 2016 - 2017

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$68,387.17
ADJUSTMENTS

TOTAL ADJUSTMENTS: \$0.00 \$0.00

NOVEMBER # CLAIMS FOR APPROVAL 14
CLAIMS FOR DENIAL 2
NOVEMBER # TOTAL CLAIMS 16

NOVEMBER TOTAL \$ AMOUNT APPROVED \$9,348.71

TOTAL # CLAIMS THIS FY APPROVED 75
TOTAL # CLAIMS THIS FY DENIED 9
TOTAL # CLAIMS FY 2016 - 2017 84

TOTAL APPROVED THIS FISCAL YEAR \$77,735.88

FACILITY: LINCOLN COUNTY MEDICAL CENTER 11/15/2016 THROUGH 11/15/2016

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
21472	10/13/2016	1389.00	1069.53	077%
21477	08/25/2016	4174.00		000%
DATE OF SERVICE NOT ELIGIBLE FOR PAYMENT				
21473	10/17/2016	527.00	405.79	077%
21478	09/30/2016	504.00	388.08	077%
21474	10/24/2016	105.00	80.85	077%
21479	09/30/2016	616.00	474.32	077%
21480	10/03/2016	283.20	218.06	077%
21481	09/14/2016	1023.00	787.71	077%
21482	06/03/2016	1908.60	1469.62	077%
21483	10/14/2016	2146.00	1652.42	077%
21484	09/30/2016	1680.00	1293.60	077%
21485	08/31/2016	1624.00	1250.48	077%
21476	10/21/2016	104.00	80.08	077%
21486	10/01/2016	128.58	99.01	077%
21487	01/28/2016	102.80	79.16	077%
21488	09/15/2016	518.40		000%
CLAIM WAS PREVIOUSLY APPROVED				

9348.71

APPROVED- 14 REJECTED- 2

INDIGENT HEALTH CARE CLAIMS FISCAL YEAR 2016 - 2017

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$27,829.77

ADJUSTMENTS

TOTAL ADJUSTMENTS:

NOVEMBER # CLAIMS FOR APPROVAL	6
# CLAIMS FOR DENIAL	0
NOVEMBER # TOTAL CLAIMS	6

NOVEMBER TOTAL \$ AMOUNT APPROVED \$1,239.69

TOTAL # CLAIMS THIS FY APPROVED	38
TOTAL # CLAIMS THIS FY DENIED	6
TOTAL # CLAIMS FY 2016 - 2017	44

CURRENT TOTAL APPROVED THIS FISCAL YEAR \$29,069.46
*Assuming the above is approved

FACILITY: LINCOLN COUNTY RADIOLOGY 11/15/2016 THROUGH 11/15/2016

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
21475	07/26/2016	167.00	167.00 100%
21491	09/07/2016	104.54	80.50 077%
			247.50

APPROVED- 2 REJECTED-

FACILITY: MICHAEL P CLEMENTS, M.D. 11/15/2016 THROUGH 11/15/2016

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
21492	09/07/2016	60.85	46.85 077%
21493	08/29/2016	67.33	51.84 077%
			98.69

APPROVED- 2 REJECTED-

FACILITY; PATHOLOGY CONSULTANTS OF NM 11/15/2016 THROUGH 11/15/2016

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
21490	07/29/2016	695.67	535.67 077%
			535.67

APPROVED- 1 REJECTED-

FACILITY: RUIDOSO PHYSICAL THERAPY, INC. 11/15/2016 THROUGH 11/15/2016

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
21489	10/31/2016	357.84	357.84 100%
			357.84

APPROVED- 1 REJECTED-

YTD

INDIGENT FUND MEETING

NOVEMBER 15, 2016

TOTAL APPLICATIONS	128	106,805.35
TOTAL APPROVED	113	
TOTAL DENIED	15	
RUIDOSO		
DONA ANA MEDICAL SUPPLY DBA LINC		1,129.33
APPROVED-	5	
DENIED-		
ROSWELL		
EASTERN NM MEXICO MEDICAL CNTR		17,440.56
APPROVED-	6	
DENIED-	3	
ALAMOGORDO		
GERALD CHAMPION REGIONAL MED CTR		3,483.58
APPROVED-	8	
DENIED-	1	
RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		77,735.88
APPROVED-	75	
DENIED-	9	
ALTO		
LINCOLN COUNTY RADIOLOGY		1,220.01
APPROVED-	6	
DENIED-		
RUIDOSO		
MICHAEL P CLEMENTS, M.D.		362.23
APPROVED-	4	
DENIED-	2	
ALBUQUERQUE		
NEW MEXICO ONCOLOGY HEMATOLOY		66.24
APPROVED-	1	
DENIED-		
ONTARIO		
ONLINE RADIOLOGY MEDICAL GROUP,		563.64
APPROVED-	3	
DENIED-		
ROSWELL		
PATHOLOGY CONSULTANTS OF NM		535.67
APPROVED-	1	
DENIED-		
ALBUQUERQUE		
PRESBYTERIAN HOSPITAL		3,528.42
APPROVED-	1	
DENIED-		

RUIDOSO
RUIDOSO PHYSICAL THERAPY, INC.
APPROVED-
DENIED-

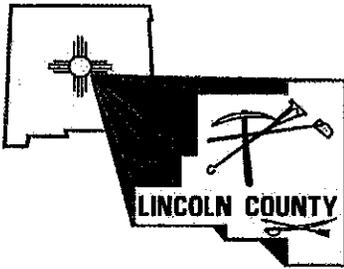
3

739.79

INDIGENT FUND MEETING

NOVEMBER 15, 2016

TOTAL APPLICATIONS	22	10,588.41
TOTAL APPROVED	20	
TOTAL DENIED	2	
RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		9,348.71
APPROVED-	14	
DENIED-	2	
ALTO		
LINCOLN COUNTY RADIOLOGY		247.50
APPROVED-	2	
DENIED-		
RUIDOSO		
MICHAEL P CLEMENTS, M.D.		98.69
APPROVED-	2	
DENIED-		
ROSWELL		
PATHOLOGY CONSULTANTS OF NM		535.67
APPROVED-	1	
DENIED-		
RUIDOSO		
RUIDOSO PHYSICAL THERAPY, INC.		357.84
APPROVED-	1	
DENIED-		



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County of Lincoln

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AGENDA ITEM NO. 14

November 11, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *nt*

SUBJECT: Lincoln County Medical Center

- a. **General Update.** At **Enclosure 1** is the fully executed signature page of the County of Lincoln – PHS Amended and Restated Lease Agreement, along with the Schedules that reflect PHS routine reporting requirements. The last opportunity of the year to present the Lease Agreement to the NM Board of Finance for its approval is during the December 20th meeting. The deadline to request Agenda space is November 22nd.

Efforts are underway to meet the preliminary timeline to commence design work and construction for the EMS move. See **Enclosure 2**.

- b. **General Obligation Scenarios.** Erik Harrigan, County’s Municipal Advisor, has developed information and potential scenarios regarding the timing of the issuance of the bonds, for the Commission’s consideration. He will be presenting the information, responding to questions and potential requests for alternative solutions. See **Enclosure 3**.

Recommendation: Consider advice and recommendations of Municipal Advisor, take action and/or provide direction for next steps.

- c. **Resolution 2016-23.** Chris Muirhead, County’s Bond Counsel, has developed a “reimbursement resolution” for the Commission’s consideration. He will be presenting the information, responding to questions and requests for alternative solutions. See **Enclosure 4**.

Recommendation: Consider advice and recommendations of Bond Counsel, take action and/or provide direction for next steps.

- d. **Lincoln County – Dekker Perich/Sabatini Agreement.** With the voter approval of the GO Bond, per the direction of the Commission, Attorney and Manager are working on finalizing the Architectural/Engineering Agreement with Dekker/Perich/Sabatini for the design of the EMS Construction, through the Cooperative Educational Services (CES) Procurement Agreement Process.

Recommendation: No further action required.

- e. **Consider Entering Into Construction Agreement with Jaynes Corporation through the CES Process.** In April, 2012, the County hired Dekker/Perich/Sabatini through the CES process as the Architectural/Engineering firm for Physician's Office Building on the Lincoln County Medical Center Campus. Through the RFP process, the construction contractor winning the award, after analyzing the factors of cost and experience and quality of work for each responder, was Jaynes Corporation. The County entered into the DPS agreement for design/engineering on April 17, 2012 and eventually entered into the Jaynes Corporation agreement seven and ½ months later on November 30, 2012, after the RFP process. The true partnership built among the County, the Builder, the Architect and the tenant was overwhelming, and resulted in a finished product under budget and prior to the deadline. In fact, the POB was awarded a National Association of Industrial and Office Properties (NAIOP) as a building of excellence.

Jaynes Corporation has now become a CES Procurement Partner. The Commission can consider awarding the construction contract to Jaynes Corporation without going through the expensive time-consuming process of issuing an RFP, analyzing the responders, and hoping that the contractor obtaining the award meets the expectations of the County, including its residents. Please review **Enclosure 2**, which anticipates a construction start date for the EMS facility of February 21, 2017 and completion date of June 26, 2017. Construction start date for the hospital is, of course, dependent on construction complete date of the EMS facility.

Mr. Gordon Berch, Vice President of Jaynes Corporation – Healthcare Group, was very much a partner during the construction of the POB, and will be in attendance to respond to questions about pricing processes, timing and expense savings and other matters.

Recommendation: Evaluate the pros and cons of opting for the CES process rather than the RFP process. Should the CES process prevail, hire Jaynes Corporation for the construction of the EMS facility, saving time and money, and guaranteeing the County will be working with a tried and true team.

14.10. Further Documents: The parties shall, in good faith, execute such additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

14.11 Remedies Upon Breach: Upon breach of this Agreement by a party, the prevailing party hereto shall be entitled to seek and recover all damages and other remedies available to such party at law, in equity or under the terms of this Agreement, including all costs of litigation and reasonable attorneys' fees.

14.12 Execution: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original, and all of which will together constitute one and the same instrument.

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

PRESBYTERIAN HEALTHCARE SERVICES

Dee W. Hall
By:

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF LINCOLN

Preston Stone
Preston Stone, Chairman

Dallas Drager
Dallas Drager, Vice Chair

Elaine Allen
Elaine Allen, Member

Dr. Lynn Willard
Dr. Lynn Willard, Member

Thomas F. Stewart
Thomas F. Stewart, Member

ATTEST

Rhonda Burrows
By: Rhonda Burrows
Lincoln County Clerk

Approved as to form:

By:
New Mexico Department of Finance and Administration

ATTACHMENTS TO LEASE:

SCHEDULE 1.1 (A) Legal Descriptions of the Leased Premises Real Property Locations

SCHEDULE 1.1(B) Leased Assets [Hospital, POB, PTB, EMS, Rural Clinics]

SCHEDULE 2.2 Construction Plans

SCHEDULE 2.3 Template and Sample Calculation of Uncompensated Services

SCHEDULE 13.2 PHS Reports [service availability, performance, and quality metrics]

SCHEDULE 1.1 (A)

[Legal Descriptions of the Real Property of the Leased Premises]

- (i.) The Hospital, PTC and EMS leased premises are located on Hospital Tract A1, Block 4, Palmer Gateway Subdivision, Ruidoso, Lincoln County, New Mexico and the POB is located on Hospital Tract A2, Block 4, Palmer Gateway Subdivision, Ruidoso, Lincoln County, New Mexico more particularly described on that certain Boundary Survey Replat and Vacation of a Part of El Paso Street filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, on the 11th day of October, 2013 in Book C-7, Page 916
- (ii.) The Capitan Health Clinic is located on a Tract of land located in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 10, Township 9 South, Range 14 East, NMPM, also known as Lots 2-6 of The Fletcher Hall Addition, Capitan, Lincoln County, New Mexico
- (iii.) The Carrizozo Health Center is located on Lots 11 and 12, Block 7 of McDonald's Addition, Carrizozo, Lincoln County, New Mexico, as shown by the plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, September 13, 1906.

SCHEDULE 1.1 (B)
[Leased Assets]

(Attached Hereto)

CAPTAN AMBULANCE INVENTORY 2015-216 START

8706915	LCMC	STAIR CHAIR M-6252	1505J9739
8706916	LCMC	STAIR CHAIR M-6252	150539738
8706917	LCMC	STAIR CHAIR M-6252	150539737

HONDO AMBULANCE

8706898

LCMC

PORTABLE RADIO TK-2181K

B5300055

RUIDOSO AREA AMBULANCE INVENTORY 2015-2016 START

8706436	LCMC	CARDIAC MONITOR	42397896
8706900	LCMC	TK890HBK MOBILE RADIO/CONTRL	B5400051
8706924	LCMC	POWER PRO XT AMB COT	

LINCOLN COUNTY MEDICAL CTR Lincoln County Medical Inventory Start 2016 YE

7198871	LCMC	LCMC HOSPITAL	
8601723	LCMC	CHILLER UNIT FOR A/C	
8601725	LCMC	FILE SAVER FOR RADIOLOGY	
8601732	LCMC	GENERATOR EMERGENCY	
8702482	LCMC	SPACESAVER MOBILE SYSTEM	
8702483	LCMC	DRAW-MED CHAIR (EX TALL)	
8702495	LCMC	FLATBED PLATELET AGIRATOR	
8702830	LCMC	DIESEL FUEL STORAGE TANK	
8703029	LCMC	VACUUM PUMP	C14261/C14262
8703049	LCMC	AESTIVA ANESTHESIOLOGY MACHINE	AMRD02365
8703050	LCMC	AESTIVA ANESTHESIOLOGY MACHINE	AMRD02350
8703193	LCMC	HEADWALL UNITS (24)	
8703810	LCMC	INTELLIVUE PATIENT MONITORS	DE34707752
8703811	LCMC	INTELLIVUE PATIENT MONITORS	DE34707787
8703883	LCMC	THERMAL ARRAY RECORDER MODULE	4227A34271
8703884	LCMC	THERMAL ARRAY RECORDER MODULE	4227A34272
8703885	LCMC	ANETHETIC GAS MODULE	3950A19148
8703886	LCMC	ANETHETIC GAS MODULE	3950A19149
8703887	LCMC	HEMODYNAMIC MEASUREMENT SERVER	DE34702094
8703888	LCMC	HEMODYNAMIC MEASUREMENT SERVER	DE34702095
8703889	LCMC	INTELLI-VUE MULTI-MEASUREMENT	DE22744812-0427G108
8703890	LCMC	INTELLI VUE MULTI MEASUREMENT	DE22744822-0426G985
8704161	LCMC	PACO PUMP	STJ1020953130001
8704357	LCMC	SERVER/HARDWARE GS-35F-0195J	
8705118	LCMC	SITE OF LCMC COMPLEX	OWNER# 29075 & 449
8705119	LCMC	SITE OF LCMC THERAPY CENTER	
8705120	LCMC	THERAPY CENTER BUILDING	
8705891	LCMC	BUSCH VACUUM PUMP	V115110610
8705892	LCMC	BUSCH VACUUM PUMP	V114810145
8705949	LCMC	SITE OF PHYSICIANS OFFICE BLDG	117,119, 121, 123 BL P
8705964	LCMC	PHYSICIAN OFFICE BUILDING	
8706462	LCMC	2014 DODGE 4500/AEV AMBULANCE	3C7WRKLB4EG235431

LINCOLN COUNTY MEDICAL CTR

8706564	EMS	LP 15 CARDIAC MONITOR	42792909
8706565	EMS	LP 15 CARDIAC MONITOR	42792763
8706566	EMS	LP 15 CARDIAC MONITOR	42792304
8706567	EMS	LP 15 CARDIAC MONITOR	42792358
8706568	EMS	LP 15 CARDIAC MONITOR	42792706
8706569	EMS	LP 15 CARDIAC MONITOR	42768724
8706918	LCMC	2015 SPRINTER AMBULANCE	3C7WRTBL6FG592892
8706965	LCMC	2015 DODGE AMBULANCE	3C7WRTBL1FG638290

EMERGENCY MEDICAL DEPARTMENT Start 2016

6900505	EMS	2 PIECE K-BAR-T	
6900757	EMS	K BAR T RESCUE TOOL	
7101413	EMS	K-BAR-T RESCUE TOOL	
8702014	EMS	MX-PRO STRETCHER W/3 STAGE IV PL	990439041
8702017	EMS	MX-PRO STRETCHER W/3 STAGE IV PL	990439044
8702184	EMS	18V CORDLESS COMBO KIT	
8702185	EMS	MOBILE RADIO W/ANT & PRE-AMP	T83GXA7HA9AK
8702188	EMS	AMBULANCE COT 6080 MX PRO	
8702193	EMS	MOTOROLA MOBILE RADIO	T83GXA7HA9AK
8702199	EMS	DUPLEXER	
8702214	EMS	DELUXE MPL AIRWAY TRAIN	
8702215	EMS	1999 CHEVY AMBULANCE	1GBJK34J9XF034033
8702248	EMS	PARTS CABINET 58" KOBALT	
8702294	EMS	CPAP	
8702307	EMS	DEFIBRILLATOR	11892856
8702396	EMS	2000 CHEVROLET AMBULANCE	1GBJK34J7YF416059
8702449	EMS	DUPLEXER	TELWAV TRPD1556
8702690	AUCTION	MOTOROLA MCS 2000 MOBILE RADIO	623AAY0836
8702727	EMS	MX PRO AMBULANCE COT	010139429
8703068	EMS	RESCUE TOOLS KIT	
8703069	EMS	RESCUE TOOLS KIT	
8703070	EMS	HONDO EMS BUILDING	
8703094	EMS	MXPRO ALL LEVEL STRETCHER	020239270
8703191	EMS	PERNO OX CYLINDER LOADING SYSTEM	JJ24993
8703232	EMS	PERNO OX CYLINDER LOADING SYSTEM	238-1370-00A3
8703515	EMS	RESUSCI-ANNE BASIC CPR	LM310035
8703516	EMS	ADULT AIRWAY MANIKEN TRAINER	
8703589	EMS	NONIN 8500 PULSE OXIMETER	124701053
8703658	AUCTION	MOTOROLA MCS2000 MOBILE RADIO	623GDW0253
8703808	EMS	1999 WELLS CARGO UTILITY TRAILER	1WC200E14X7003329
8703869	EMS	6138 POLISHER	
8704029	EMS	NASCO CHLD CRISIS MANIKIN	

EMERGENCY MEDICAL DEPARTMENT

8704030	EMS	VENTILATOR	A1135
8704062	LCMC	UPHOLSTERY CLEANER	67423
8704063	EMS	TK790HBK RADIO MOBILE VHF	80100206
8704064	LCMC	TK890HBK RADIO MOBILE UHF	80100116
8704066	EMS	2006 MASTER TOW DOLLEY	4DFTS101X6N081860
8704155	EMS	11000W GENERATOR	J758822
8704197	EMS	KOHLER 15 RES GENERATOR	2125874
8704202	EMS	PULSE CO OXIMETER	70521016450
8704203	EMS	PULSE CO OXIMETER	70521615981
8704208	EMS	MINITOR 5 PAGER	136WGYD565
8704209	EMS	MINITOR 5 PAGER	136WGYD564
8704210	EMS	MINITOR 5 PAGER	136WGYD561
8704211	EMS	MINITOR 5 PAGER	136WGYD560
8704212	EMS	MINITOR 5 PAGER	136WGYD559
8704213	EMS	MINITOR 5 PAGER	136WGYD558
8704214	EMS	MINITOR 5 PAGER	136WGYD555
8704215	EMS	MINITOR 5 PAGER	136WGYD554
8704216	EMS	MINITOR 5 PAGER	136WGYD569
8704217	EMS	MINITOR 5 PAGER	136WGYD553
8704218	EMS	MINITOR 5 PAGER	136WGYD568
8704219	EMS	MINITOR 5 PAGER	136WGYD552
8704220	EMS	MINITOR 5 PAGER	136WGYD567
8704221	EMS	MINITOR 5 PAGER	136WGYD550
8704222	EMS	MINITOR 5 PAGER	136WGYD566
8704224	EMS	CM300 VHF 32CH 25-45W RADIO	922TGS316
8704225	EMS	CM300 VHF 32CH 25-45W RADIO	922TGS4327
8704235	EMS	2007 POLARIS RESCUE ATV	4XATN76A07A209483
8704261	EMS	HURST JAWS OF LIFE	
8704263	EMS	MOBILE UHF 40W 160 CH TK890	90100050
8704264	EMS	MOBILE UHF 40W 160CH TK890	90100068
8704265	EMS	TK790 MOBILE RADIO	80800026
8704266	EMS	TK790 MOBILE RADIO	80800295
8704267	EMS	2007 SUBURBAN 3/4-TON 4X4	3GNGK26K17G302830
8704294	EMS	CARGO TRAILER RESCUE RESPONSE	1WC200H2X82061707

EMERGENCY MEDICAL DEPARTMENT

8704425	EMS	DELL LAPTOP	CKML1M1
8704437	EMS	TK890 VHF/UHF RADIO	90800013
8704438	EMS	TK790 VHF/UHF RADIO	90400344
8704502	EMS	STAIRCHAIR/PRO	030439204
8704511	EMS	BARIATRIC STRETCHER	080539540
8704520	EMS	PRESSURE WASHER	110900410-162363
8704572	EMS	2008 CHEVY 3500 REMOUNT AMBULANC	1GBJK34678B164654
8704593	EMS	SATELLITE PHONE	MRHS008F
8704600	EMS	REPEATER 110W	00500025
8704638	EMS	TK790 KENWOOD VHF MOBILE RADIO	A8C00071
8704639	EMS	TK790 KENWOOD VHF MOBILE RADIO	A9300164
8704710	EMS	2009 DODGE TYPE I 4X4 MED DUTY	3D6WD66L09G541023
8704753	EMS	2009 CHEVY AMBULANCE	1GBJK84679B140675
8704755	EMS	TRANSPORT VENTOLATOR PULMONETIC	E34923
8704789	EMS	O2 MONITOR	618613-003
8704790	EMS	O2 MONITOR	618613-002
8704863	EMS	ECLIPSE THERMAL IMAGER	48046
8705172	BMS	2010 DODGE 4500 AMB	3D6WD66L29G541024
8705253	EMS	CPAP	343-11522
8705264	EMS	AMBULANCE COT	
8705268	EMS	STAIRCHAIR PRO	
8705269	EMS	STAIRCHAIR PRO	
8705270	EMS	2004 CHEVY SILVERADO	1GCHK23G64F166673
8705272	EMS	2005 MCI TRAILER	5PKUCM2255W051302
8705297	EMS	2010 DODGE 3500 4X4 PICKUP	3D73Y3HL5AG171433
8705305	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500725
8705306	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500726
8705307	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500727
8705308	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500728
8705309	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500729
8705310	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500730
8705311	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500731
8705312	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500328
8705313	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500329

EMERGENCY MEDICAL DEPARTMENT

8705314	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500330
8705315	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500331
8705316	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500335
8705317	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	0500336
8705318	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500337
8705319	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500663
8705320	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500664
8705321	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500665
8705322	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500666
8705323	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500667
8705324	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500668
8705325	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500669
8705326	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500670
8705327	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500671
8705328	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500672
8705329	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500723
8705330	LCMC	KENWOOD TK-2180 VHF PORTABLE RAD	B0500724
8705387	EMS	DELL LAPTOP COMPUTER	2S9R1M1
8705388	EMS	DELL LAPTOP COMPUTER	6H9R1M1
8705467	EMS	STRYKER STRETCHER	110144181
8705468	EMS	KENWOOD VHF MOBILE RADIO	B1100125
8705469	EMS	KENWOOD UHF MOBILE RADIO	
8705485	LCMC	2011 CHEVROLET AMBULANCE	1QB3K0CL2BFI32372
8705584	BMS	TK2180 PORTABLE RADIO	B1300229
8705585	EMS	TK2180 PORTABLE RADIO	B1300227
8705586	EMS	TK2180 PORTABLE RADIO	B1300065
8705587	EMS	TK2180 PORTABLE RADIO	B1200471
8705588	EMS	TK2180 PORTABLE RADIO	B1200471
8705589	EMS	TK2180 PORTABLE RADIO	B1200476
8705590	EMS	TK2180 PORTABLE RADIO	B1300062
8705591	EMS	TK2180 PORTABLE RADIO	B1300226
8705592	EMS	TK2180 PORTABLE RADIO	B1300225
8705593	BMS	TK2180 PORTABLE RADIO	B1200532
8705594	BMS	TK2180 PORTABLE RADIO	B1200532

EMERGENCY MEDICAL DEPARTMENT

8705595	EMS	TK2180 PORTABLE RADIO	B1200553
8705596	EMS	TK2180 PORTABLE RADIO	B1200554
8705597	EMS	TK2180 PORTABLE RADIO	B1200555
8705598	EMS	TK2180 PORTABLE RADIO	B1200556
8705599	EMS	TK2180 PORTABLE RADIO	B1200557
8705600	EMS	TK2180 PORTABLE RADIO	B1200558
8705601	EMS	TK2180 PORTABLE RADIO	B1200559
8705602	EMS	TK2180 PORTABLE RADIO	B1200560
8705603	EMS	TK2180 PORTABLE RADIO	B1300226
8705607	EMS	KENWOOD TK790H MOBILE RADIO	B1400018
8705608	EMS	KENWOOD TK790H MOBILE RADIO	B1400037
8705609	EMS	KENWOOD TK790H MOBILE RADIO	B1400038
8705610	EMS	KENWOOD TK790H MOBILE RADIO	B1400039
8705611	EMS	KENWOOD TK890H UHF MOBILE RADIO	B1400025
8705612	EMS	KENWOOD TK890H UHF MOBILE RADIO	B1400028
8705613	EMS	KENWOOD TK890H MOBILE UHF RADIO	B1400029
8705614	EMS	KENWOOD TK890H UHF MOBILE RADIO	B1400030
8705666	EMS	LP15 CARDIAC MONITOR	39826035
8705668	EMS	TOUGHBOOK COMPUTER	1FKYA57564
8705695	EMS	2011 CHEVY SILVERADO AMB	1GB3K0CL4BF195294
8705783	EMS	LP15 CARDIAC MONITOR	40051354
8705942	EMS	PULSE CO-OXIMETER	744893
8705943	EMS	PULSE CO-OXIMETER	745720
8705944	EMS	PULSE CO-OXIMETER	745710
8706078	LCMC	POWER PRO STRYKER AMB COT	130139885
8706098	EMS	CARDIAC MONITOR	41709737
8706099	EMS	CARDIAC MONITOR	41230441
8706100	EMS	PERFORMANCE PRO AMB STRETCHER	120339424
8706169	LCMC	TK790HBK VHF MOBILE RADIO	B3300233
8706170	LCMC	TK2180K VHF PORTABLE RADIO	B3300184
8706171	LCMC	TK890HBK UHF MOBILE RADIO	B3400030
8706172	LCMC	TK2180K VHF PORTABLE RADIO	B3300185
8706175	LCMC	DAVID CLARK MOBILE RADIO HEADSET	NONE
8706186	RUIDOSO	LTV1200 TRANSPORT VENTILATOR	B67440

EMERGENCY MEDICAL DEPARTMENT

8706240	EMS	DODGE 4500 TYPE I AMBULANCE	3C7WRLBLSDG361257
8706255	EMS	LP 15 CARDIAC MONITOR	41708298
8706256	EMS	LP 15 CARDIAC MONITOR	41230523
8706264	EMS	LP15 CARDIAC MONITOR	41790272
8706265	EMS	LP15 CARDIAC MONITOR	41798898
8706266	EMS	STRYKER PERFORMANCE PRO 6086	131040615
8706447	EMS	TRANSPORT VENTILATOR	N14HT720413558
I-1083	EMS	OPTIPLEX 760 COMPUTER	79XG6K1
I-1086	EMS	OPTIPLEX 760 COMPUTER	
I-1089	EMS	MOBILE RADIO KENWOOD VHF	A900103
I-1090	EMS	MOBILE ROAD KENWOOD UHF	A9400039
I-1091	EMS	MOBILE RADIO KENWOOD UHF	A9400022
I-1092	EMS	MOBILE RADIO KENWOOD VHF	A9300103
I-1093	EMS	STRYKER AMB COT	6085-000-0012
I-1126	EMS	STRYKER AMB COT	6085-000-0011
I-1178	EMS	RAD 57 HANDHELD OXIMETER	711182
I-1179	EMS	RAD 57 HANDHELD OXIMETER	712257
I-1180	EMS	RAD 57 HANDHELD OXIMETER	712613
I-1181	EMS	RAD 57 HANDHELD OXIMETER	712049
I-1182	EMS	RAD 57 HANDHELD OXIMETER	712295
I-1288	EMS	CPAP	343-11521
I-1289	EMS	CPAP	343-11520
I-1290	EMS	CPAP	343-11519
I-1291	EMS	CPAP	343-11496
I-1292	EMS	CPAP	343-11495
I-1300	EMS	BATTERY SUPPORT SYSTEM	38265373

RURAL HEALTH CLINICS INVENTORY START 2016

5100550	CHC	STAINLESS STEEL METAL CART	
5100553	CHC	STORAGE CHEST, DRUG	
5100556	CHC	TRAY STAND C TRAY	
5100557	CHC	SCALE	
5100558	CHC	SCALE	
5600596	CHC	WHEELCHAIR	
5700590	CHC	2 DRAWER FILE CABINET	
5800562	CORONA HEALTH CL	EKG UNIT	
5800566	CHC	4 DRAWER FILE CABINET	
5800600	CHC	STAINLESS STEEL SHELVES	
5901151	CHC	METAL TOOL CHEST RED/BLACK	
6901306	CHC	DENTAL X-RAY, LONG BEAM	
7401861	CHC	DRY CHEMICAL ANALYZER	7417
7500002	CHC	WHIRLPOOL REFRIGERATOR	83-2510
7501967	CHC	DENTAL UNIT CART	
7600132	CHC	PEDIATRIC SCALE	
7600133	CHC	4 DRAWER FILE CABINET W/LOCK	
7600140	CHC	GRASON STADLER GSI-28A	A2913/90972/88866
7600209	CORONA HEALTH CL	4 DRAWER LEGAL FILE CABINET	
8601714	CHC	CHC BUILDING	MCDONALD ADDITIO
8601820	CHC	ANTENNA TOWER & CO-AX	
8601824	CHC	12X\$116.69EA SIDE CHAIRS	
8601825	CHC	18X\$116.69EA SIDE CHAIR	
8601826	CHC	18X\$21.32EA ALIGNMENT	
8601827	CHC	(4) 24X16 TABLE,CHARCOAL	
8601828	CHC	ECLIPSE SHAPE TABLE 16 1/2" (2)	
8601829	CHC	30X66 DESK DRIFTWOOD SPECKLE	
8601830	CHC	30X66 DESK, DRIFTWOOD (3)	
8601831	CHC	24X36 DESK, DRIFTWOOD LAMINANTE	
8601832	CHC	24X36 DESK WITH RETURN (3)	
8601833	CHC	18 1/2X21 CENTRAL DRAWER PLASTIC	
8601834	CHC	4X\$131.78EA CSKS KDYBOAR	

RURAL HEALTH CLINICS

8601835	CHC	4X\$197.47 CHAIR DESK
8601836	CHC	7X\$108.83EA SIDE CHAIR, PURPLE
8601838	CHC	AIR TECHNIQUE AIR STAR 5
8601839	CHC	ADEC CASCADE VACBACK CHAIR
8601840	CHC	ADEC CASCADE VACBACK CHAIR
8601841	CHC	2X\$439EA ADEC CASCADE STOOLS
8601842	CHC	ADEC CASCADE ASSIT.STOOL
8601843	CHC	ADEC CASCADE ASSIST.STOOLS
8601844	CHC	ADEC 2132 CONTINENTAL
8601845	CHC	ADEC 2132 CONTINENTAL
8601846	CHC	ADEC 2132 CONTINENTAL
8601847	CHC	ADEC INTRA ORAL LIGHT SOURCE (3)
8601848	CHC	ADEC 17 WATT POWER SUPPLY
8601849	CHC	ADEC TUBING FOR 6 PIN
8601850	CHC	ADEC WALL MOUNTED LIGHT
8601851	CHC	ADEC WALL MOUNTED LIGHT
8601852	CHC	ADEC WALL MOUNTED LIGHT
8601853	CHC	ADEC WALL MOUNTED LIGHT
8601854	CHC	GENDEX INTRAL ORAL XRAY MACHINE
8601855	CHC	ADEC WALL MOUNT XRAY STORAGE
8601856	CHC	ADEC WALL MOUNT XRAY STORAGE
8601857	CHC	ADEC PREF II 5622 WALL CONSOLE
8601858	CHC	ADEC PREF II 5622 WALL CONSOLE
8601859	CHC	ADEC PREF II 5622 WALL CONSOLE
8601860	CHC	ADEC PREF II 5622 WALL CONSOLE
8601861	CHC	ADEC PREF II 5622 WALL CONSOLE
8601862	CHC	ADEC PREF II DOCTORS CONSOLE
8601863	CHC	ADEC PREF II DOCTORS CONSOLE
8601864	CHC	ADEC PREF II DOCTORS CONSOLE
8601865	CHC	ADEC PREF II DOCTORS CONSOLE
8601866	CHC	ADEC PREF II DOCTORS CONSOLE
8601867	CHC	ADEC 34" UPPER STORAGE
8601868	CHC	ADEC 34" UPPER STORAGE
8601869	CHC	ADEC 34" UPPER STORAGE

RURAL HEALTH CLINICS

8601870	CHC	ADEC 34" UPPER STORAGE	
8601871	CHC	ADEC 34" UPPER STORAGE	
8601872	CHC	ADEC 34" UPPER STORAGE	
8601873	CHC	ADEC 34" UPPER STORAGE	
8601874	CHC	ADEC 34" UPPER STORAGE	
8601875	CHC	ADEC 34" UPPER STORAGE	
8601876	CHC	ADEC 34" UPPER STORAGE	
8601877	CHC	ADEC CART W/ASSIST INSTRUMENTS	
8601878	CHC	ADEC CART W/ASSIST INSTRUMENTS	
8601879	CHC	ADEC CART W/ASSIST INSTRUMENTS	
8601880	CHC	ADEC CART W/ASSIST INSTRUMENTS	
8601881	CHC	ADEC CART W/ASSIST INSTRUMENTS	
8601882	CHC	ADEC CART W/ASSIST INSTRUMENTS	
8601883	CHC	KAVO FIBER OPTIC HANDPIECE	
8601884	CHC	KAVO FIBER OPTIC HANDPIECE	
8601885	CHC	KAVO FIBER OPTIC HANDPIECE	
8601886	CHC	STAT TITAN 2 PLUS MOTOR	
8601887	CHC	STAT TITAN 2 PLUS MOTOR	
8601888	CHC	STAT TITAN 2 PLUS MOTOR	
8601889	CHC	STAT TITAN 2 PLUS MOTOR	
8601890	CHC	STAT TITAN 2 BALL BEAR	
8601891	CHC	STAR TITAN 2 MOTOR TO	
8601892	CHC	KAVO MULTI-FLEX COUPLER	
8601893	CHC	THETA COMMUNICATION SYSTEM	
8601894	CHC	ADEC RADIUS SELF CONTAINERS	
8702454	CHC	HANDPIECE LAB ENGINE	
8702455	CHC	READ-A-CRJT	
8702458	CHC	HP 4050N LASERJET PRINTER	SUS7C071396
8702484	CHC	DRAW-MED CHAIR (EX TALL)	
8702485	CORONA HEALTH CL	ULTI-MED CHAIR	
8702894	CHC	DENTAL X-RAY UNIT	771-1454701D
8702972	CHC	HP PAGBWRITER CARDIOGRAPH	CND4752434
8703173	CHC	XEROX DC420AC2 DIGITAL COPIER	91P80361 (NL2-022958)
8703437	CHC	OPTILUX 400 CURING LIGHT	47105379

RURAL HEALTH CLINICS

8703438	CHC	OPTILUX 400 CURING LIGHT	47104922
8703439	CHC	ULTRASONIC SCALER WITH 3 TIPS	324481
8703474	CHC	DENTAL CHAIR AND EQUIPMENT	D315580
8703622	CHC	DIFIBRILLATOR/MONITOR	31258443
8703724	CORONA CLINIC	TUTTNAUBR 2540M AUTOCLAVE	SN# 2307286
8703727	CHC	ULTRASONIC SCALER	QDG010307305E
8703747	CHC	TUTTNAUBR 2540M AUTOCLAVE	2307290
8703758	CORONA CLINIC	PROCEDURE LIGHT LS200	
8703764	CORONA CLINIC	PORTABLE PULSE OXIMETER	G04817187
8703765	CHC	PORTABLE PULSE OXIMETER	G04802213
8703796	CORONA CLINIC	CARDIOBEAT HANDHELD DOPPLER	
8703797	CAPITAN CLINIC	VITAL SIGNS MONITOR	
8703798	CORONA CLINIC	MOBILE STAND	
8703799	AUCTION	EQUIPMENT STAND	
8703862	CORONA CLINIC	DEFIBRILLATOR/MONITOR	32653368
8703881	CHC	TUFF SHED 8'X12'	
8703912	CHC	ENDOLONIC APEX LOCATOR	N86-5773
8703913	CHC	DENTAL CURING LIGHT	50630136
8703974	CHC	TCM ENDO III MICROMOTOR	815-9113
8703978	RUIDOSO	RUIDOSO PUBLIC HEALTH CLINIC	
8703981	CHC	WATER SOFTNER FOR CLINIC	
8703993	CHC	DENTAL EZ GR POWER HEAD MOTOR	NMA579954
8704145	CHC	HP COMPAQ DX5150 W/MONITOR	MLX6321171
8704146	CHC	HP COMPAQ DX5150 W/MONITOR	MLX6321173
8704147	CHC	HP COMPAQ DX5150 W/MONITOR	PZ585UA#ABA
8704148	CHC	FLOOR BURNISHER	AM24000001430
8704150	CHC	TUTTNAUER STERILIZER	
8704153	CORONA HEALTH CL	PORTABLE SUCTION UNIT	
8704154	CHC	DENTAL HYGIENE CART	CRT-3124
8704158	CHC	VITAL SIGNS MONITOR	VA039686
8704159	CHC	AIRSTAR 50 COMPRESSOR	551210
8704162	CORONA HEALTH CL	EXAM TABLE W/STIRRUPS	
8704163	CORONA HEALTH CL	EXAM TABLE W/O STIRRUPS	
8704649	CHC	CURING SMART LITE	B26105-H26105

RURAL HEALTH CLINICS

8704652	WAREHOUSE	EXAM TABLE W/STIRRUPS	NONE
8704653	WAREHOUSE	EXAM TABLE W/ STIRRUPS	NONE
8704654	WAREHOUSE	EXAM TABLE W/STIRRUPS	NONE
8704678	CHC	TRAUMA BED	0902034516
8705126	CHC	MCDONALD ADDITION	0224675,1000483
8705127	CHC	DUPLEX BEHIND CHC	
8705410	CHC	MIDMARK POWERVAC, SINGLE	V806065
8705644	CHC	NEW ROOF FOR CHC	CENTIMARK
8705681	CHC	CARRIER HVAC 7 1/2 TON RTU	1211G20684
8705682	CHC	CARRIER HVAC 6 TON RTU	1211G20224
8705762	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705763	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705764	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705765	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705766	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705767	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705768	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705769	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705770	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705771	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705772	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705773	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705774	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705775	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705776	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705777	CAPITAN CLINIC	TIMBERLANE CHAIR	NONE
8705778	CAPITAN CLINIC	TIMBERLANE BENCH	NONE
8705779	CAPITAN CLINIC	MAGAZINE TABLE	31N2040MGPLW
8705780	CAPITAN CLINIC	END TABLE	NONE
8705781	CAPITAN CLINIC	END TABLE	NONE
8705808	CHC	STATIM 2000 CASSETTE AUTOCLAVE	100210J00172
8705820	CAPITAN CLINIC	CAPITAN MEDICAL CLINIC	CDBG FUNDS
8706368	CHC	DENTAL EQUIPMENT,SERVER,TRAINING	RPP114977
8706975	CHC	RITTER 204 EXAM BED	V1665136

RURAL HEALTH CLINICS

8706976	CHC	RITTER 204 EXAM BED	V1665116
8706977	CHC	RITTER 204 EXAM BED	V1665128
8706978	CAPITAN CLINIC	VITAL SIGNS MONITOR W/STAND	NONE
8706979	CHC	BARSCAN 3 AUTO SCREEN	010S030004F5
8706980	CAPITAN CLINIC	RECLINING PHLEBOTOMY CHAIR	654A-105431
8707006	CHC	BRAVO STERILIZER	15JP0275

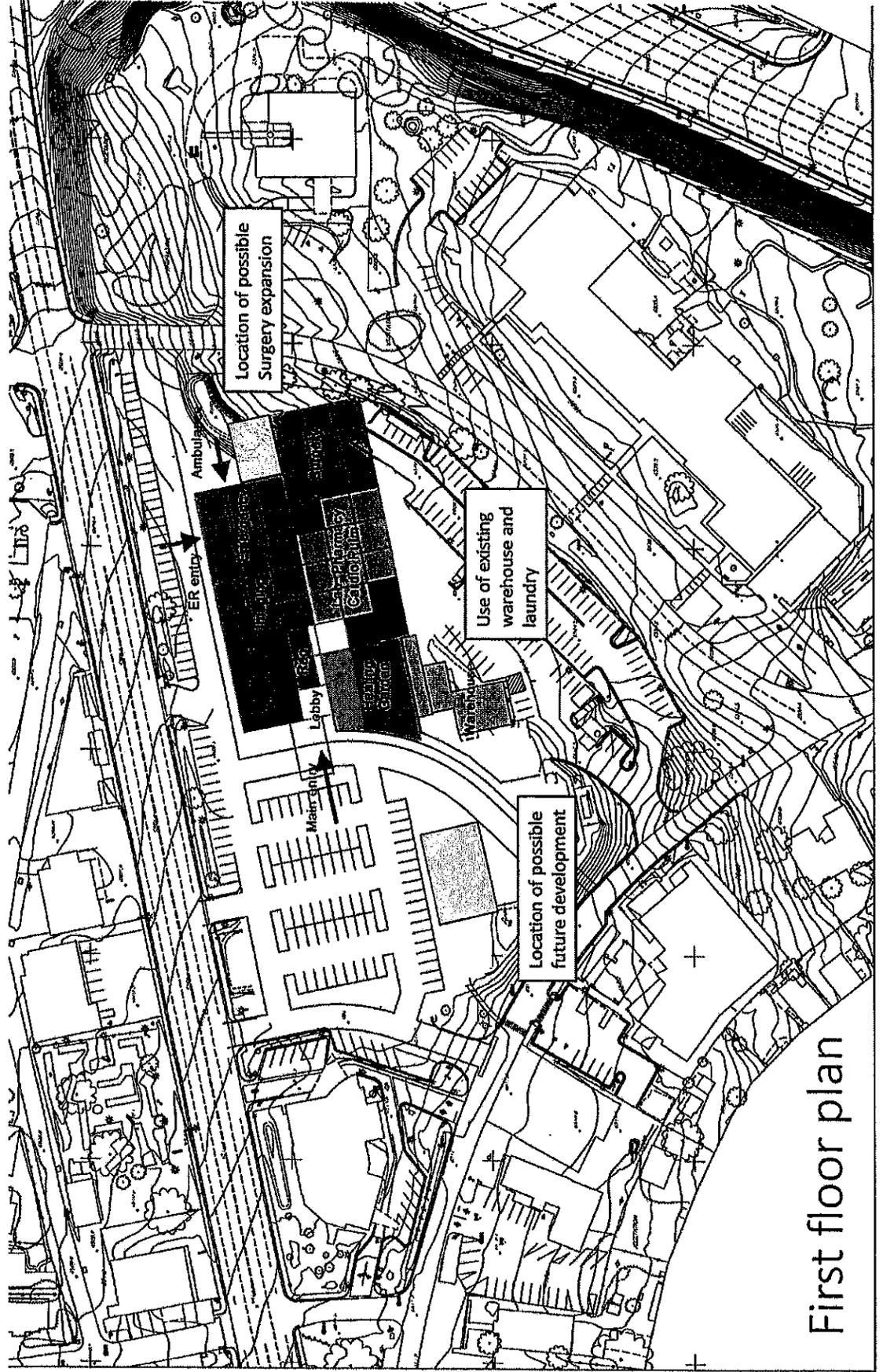
SCHEDULE 2.2

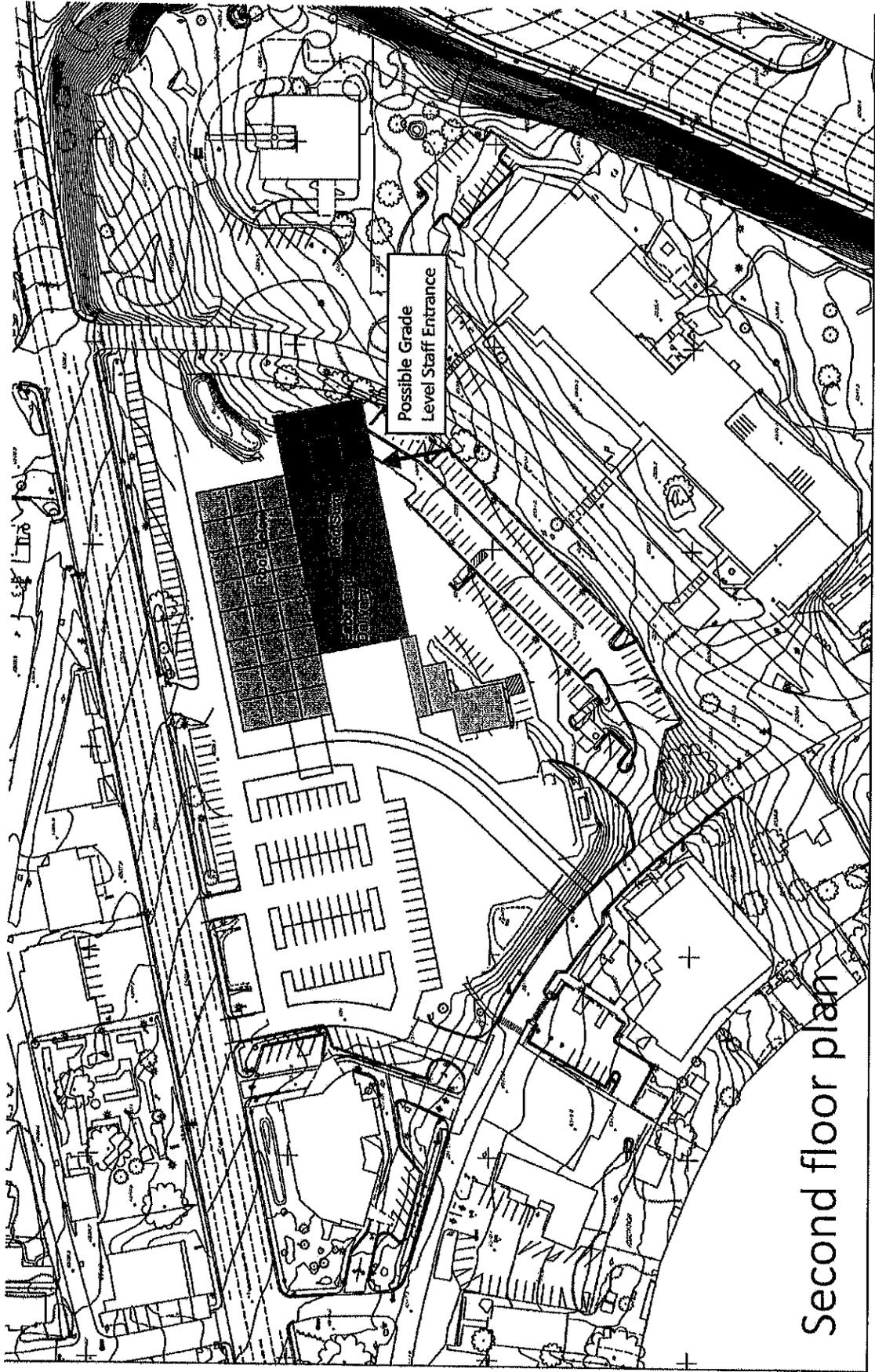
[Draft Construction Plans – Pending Final Plans]

LCMC New Hospital Facility concept		Dekker/Perich/Sabatini - Planning Support				
Lincoln County, NM		draft program of requirements 03-07-16				
BUILDING AREA SUMMARY						
Dept. No.	Departments	Area in new construction		Area in renovated existing building		Remarks
		NET	GROSS			
	Patient Care					
	Medical / Surgical Nursing Unit	8,115	11,961			
	Obstetrical Unit	4,150	5,810			
	Intensive Care Unit	3,090	4,326			
	Emergency Department	4,770	6,678			
	Surgery	5,825	8,155			
	Urgent Care (removed from project)			0	0	
	Cardio Pulmonary	1,270	1,715			
	Ancillary					
	Imaging	3,915	5,285			
	Lab	1,790	2,238			
	Pharmacy	1,010	1,313			
	Oncology/infusion (removed from project)			0	0	
	Administration					
	Administration	2,530	3,416			
	Business Office/Patient Registration/HIM	2,370	3,200			
	Information Management	720	792			
	Support Services					
	Building services	1,020	1,122			
	Dietary	1,980	2,376			
	Employee facilities	515	567			
	Public Facilities	1,940	2,134			
	SUBTOTAL ABOVE	45,010	60,486	0	0	
	Public Circulation/Interior Walls/Exterior Walls: 10%		6,049			
	TOTAL FLOOR GROSS AREA		66,534	0	0	
	Mechanical Space: 5%		3,327			
	TOTAL BUILDING GROSS AREA (Square Feet)		69,861	0	0	
	Grand Total of new and renovated area		69,861			
Remarks:						
1.						

SCHEDULE 2.2

[Draft Construction Plans – Pending Final Plans]





Second floor plan

LCMC Uncompensated Care Quarterly Report
 Lease Schedule 2.3

Calculation:

Total Charges from eligible accounts
 X Medicare Cost to Charge ratio from most recently filed cost report
 - Less Payments received on said accounts
 = Amount of Credit applied toward Uncompensated Care

Eligible Account Criteria:

- * accounts from Hospital and/or Clinic, which
- * accounts have not been previously claimed for uncompensated care, which
- * accounts are related to one of the following:
 - qualifying for Lincoln County Indigent Care, and no payment was made to PHS for services
 - qualify for PHS/LCMC Financial Assistance Policy
 - patients without any third party coverage for which payments received were below cost.

Sample of Report to be submitted quarterly to Lincoln County:

HSP_ACCOUNT_	LOC_NAME	DISCH_DATE	ACCT CLASS	BEN PLAN	TOT_CHGS	INS PMT	PT PMTS	INS ADJ	CHARITY	DISCOUNT	BAD DEBT
30027532	LINCOLN PARENT LOCATION	1/1/15	Inpatient	True Self-Pay	44,642.79	0.00	0.00	0.00	31,249.95	13,392.84	0.00
30028043	LINCOLN PARENT LOCATION	1/1/15	Inpatient	True Self-Pay	3,988.00	0.00	0.00	0.00	2,791.60	1,196.40	0.00
30028233	LINCOLN PARENT LOCATION	1/1/15	Emergency	True Self-Pay	2,479.00	0.00	0.00	0.00	0.00	743.70	1,735.30
30028383	LINCOLN PARENT LOCATION	1/4/15	Emergency	True Self-Pay	3,273.00	0.00	0.00	0.00	2,291.10	981.90	0.00
30028421	LINCOLN PARENT LOCATION	1/5/15	Emergency	INDIGENT-LINCOLN CTY	6,428.00	0.00	0.00	4,949.56	1,478.44	0.00	0.00
30029478	LINCOLN PARENT LOCATION	1/12/15	Emergency	True Self-Pay	479.00	0.00	0.00	0.00	0.00	143.70	335.30
30029695	LINCOLN PARENT LOCATION	1/13/15	Emergency	True Self-Pay	1,577.00	0.00	0.00	0.00	0.00	473.10	1,103.90
30029739	LINCOLN PARENT LOCATION	1/14/15	Emergency	INDIGENT-LINCOLN CTY	7,036.00	0.00	0.00	5,417.72	1,618.28	0.00	0.00
224304	LCMC RUIDOSO CLINIC	1/19/15	RUJIDOSO INTERNAL MED	INDIGENT	165.00	0.00	0.00	0.00	115.50	49.50	0.00
30031669	LINCOLN PARENT LOCATION	1/29/15	Emergency	True Self-Pay	2,269.00	0.00	100.00	0.00	1,488.30	680.70	0.00
30031827	LINCOLN PARENT LOCATION	1/30/15	Emergency	True Self-Pay	279.00	0.00	0.00	0.00	0.00	83.70	195.30
Total Patient Count:					72,616.79	-	100.00	10,367.28	41,033.17	17,745.54	3,369.80

Total	72,616.79
Multiplied by Cost to Charge Ratio	36.405%
Cost Estimate	26,435.78
Less Payments Received	(100.00)
Amount of Uncompensated Care	26,335.78

***This schedule is a sample excerpt of the actual report which will be generated. The actual report to be submitted each quarter will contain a complete list, by patient, for all patients (which meet the criteria noted above) during the quarter to be reported. The sample above is intended to provide a small sample of patients in order to show the manner in which the uncompensated patients will be reported each quarter to Lincoln County.

Schedule 13.2: Triple Aim (Quality/Cost/Patient Experience) and Scope of Services

Quality of Care	Patient Experience
Joint Commission Survey Results	Survey of Patient Experiences (key HCAHPS scores)
> Any identified Challenge Areas & Requirements for Improvement (RFIs)	>HCAHPS Scorecard
> Any required Plans of Correction (POCs)	>Would recommend provider office (clinic survey)
All CMS/State Survey and Plan of Correction	>Getting timely care (clinic survey)
Mortality Rate (risk adjusted)	>% of patient registered for MyChart (clinic survey)
30-day Unplanned Readmission Rates by category	Employee satisfaction (as data normally captured by Hospital)*
	Turnover rate (for employees and for physicians)*

Controlling Healthcare Costs for Patients and Employers	Preserving/Enhancing Scope of Services
Statement of Revenue and Expenses - Actual vs. Budget	Number of Births
>Operating margin	Number of Surgeries by IP and OP and service line
>Cost per adjusted patient discharge	Administrator's Board Report
>Bad debt expense	>Physician recruitment plans and results
>Operating revenue per adjusted patient day	>Service line additions/changes
>Operating expense per adjusted patient day	>Summary of financials/activities
>Total paid FTE's	EMS data: # of transports, by receiving hospital, by DRG or MDC
>CMS adjusted length of stay	Clinic Statistics
Patient census based on care unit	>Patient volume by clinic/# of providers
>Number of days patients met licensed bed capacity per unit	

General Information

Report Annually:

Compliance with laws, regulations, licensure, certification, and accreditation necessary for Hospital services in 3.4, PT, Clinic operation, and EMS:
 > Including State Licenses, CMS Cert, Pharmacy, Facilities permits/inspection, Fire, Safety, etc.

Report Quarterly:

Joint Commission Quality Check Quarterly Report

LCMC Scorecard

HCAHPS Scorecard

Statement of Revenue and Expenses - Actual vs. Budget

Facility Statistical Summary

Report Monthly:

Administrator's Report

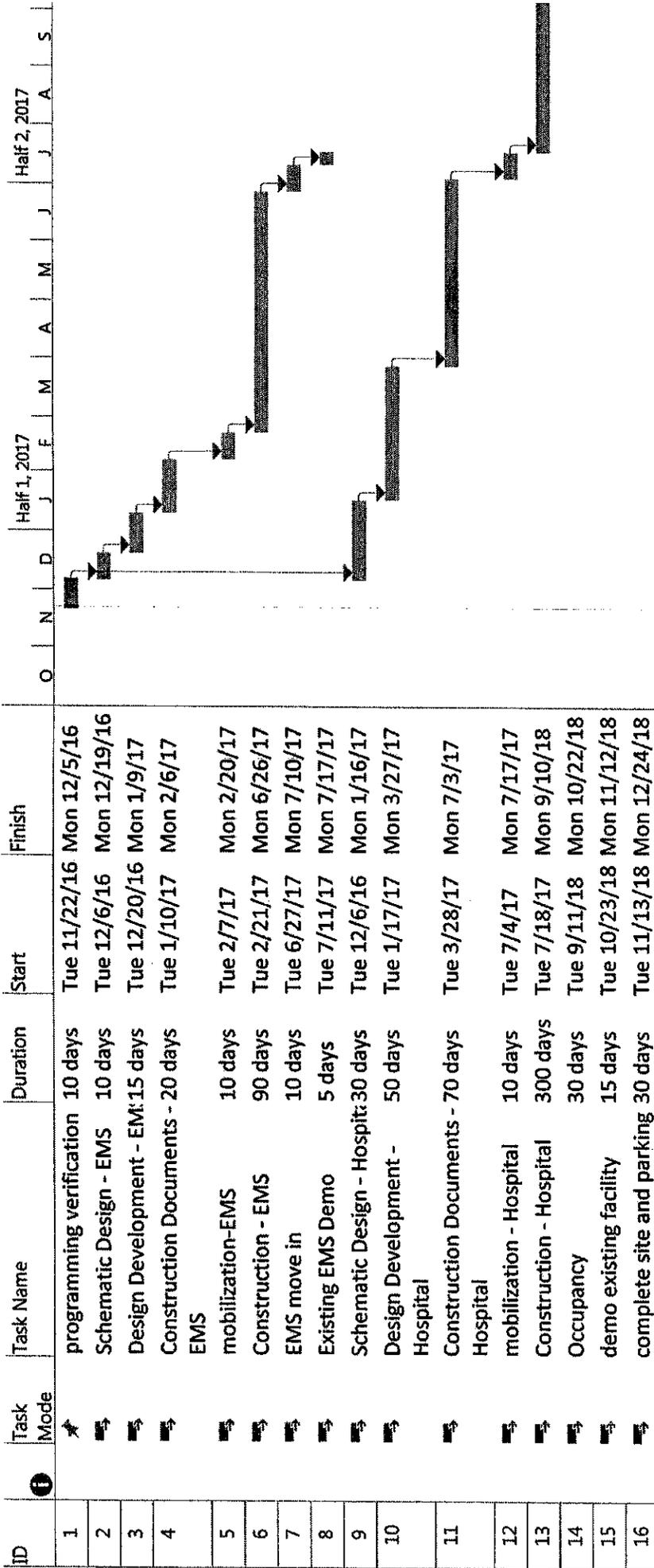
Report at Time of Occurrence:

Changes planned to reduce the scope, level, acuity, or location of services

Significant financial or strategic changes to PHS or LCMC that may impair the ability to perform any material lease obligations

Notification from any regulatory, licensure, safety, or accreditation entity that may impair LCMC's ability to provide the services specified in 3.4

> or any such issue within the reasonable knowledge of PHS or LCMC



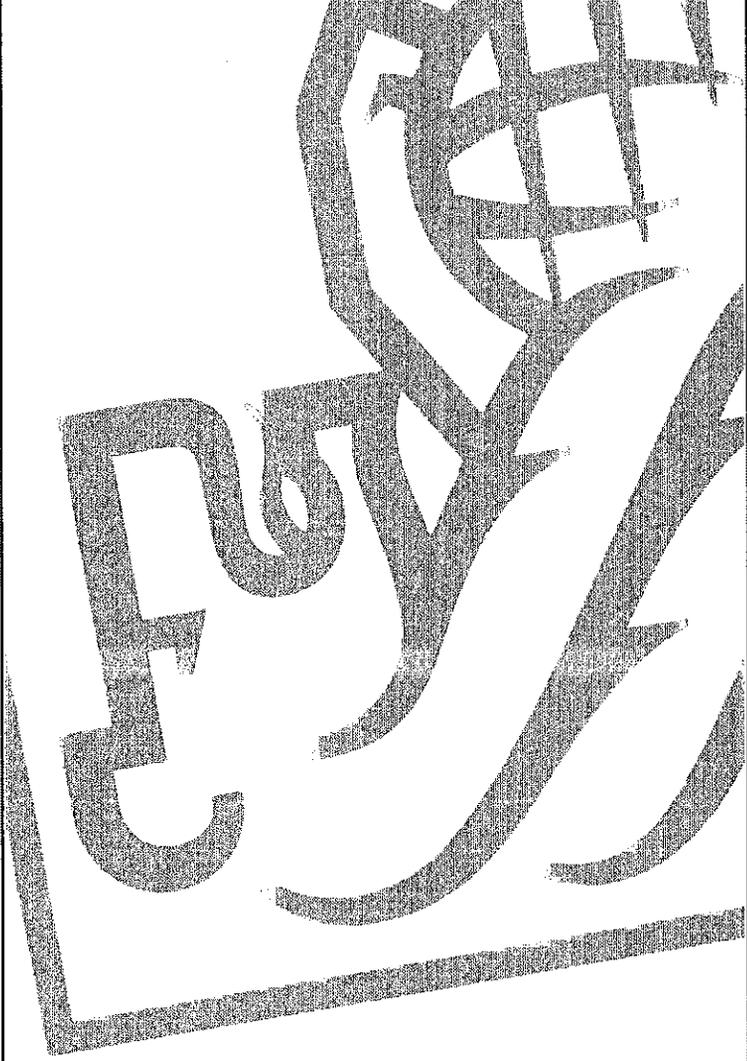
ENCL 2

Lincoln County, NM

\$25,000,000

General Obligation Scenarios

November 15, 2016



Overview

- Voters authorized the County to issue up to \$25 million in general obligation bonds on November 8, 2016
- General obligation bonds have state law limitations imposed on them
 - The total amount of outstanding general obligation bonds are capped at 4% of its assessed value.
 - The final maturity of the bonds is limited to 20 years from the date of issuance
- General obligation bonds are typically secured by and paid from property tax revenues
- To the extent sufficient revenue is deposited to the debt service fund by June 30 of each year to pay the subsequent years debt service, no property tax will be levied.
- Currently the County receives revenue from the Hospital in the amount of \$1.10 million under its lease agreement
- Once construction of the new hospital facility has been completed the annual lease revenue received from the Hospital will increase, as provided in the new negotiated lease agreement with Presbyterian.
 - The plan of finance assumes the revenue received from the hospital will be used to pay the debt service on the voter authorized general obligation bonds.
 - To the extent the revenue received from the lease is not sufficient to pay the debt service on the bonds a mill rate will be levied sufficient to pay the debt service on the bonds
- Timing of bond sale can impact timing of deposit to debt service fund and final maturity

Scenarios Overview

Scenario 1:

- \$25,000,000 Par Amount
- Issue Bonds February 2017
- Annual Debt Service Constraint of \$1,100,000 in 2018 & 2019
- Level Debt Service \$1,990,000 2020 - 2036
- Final Maturity 2036 (19.50 years)

Sources of Funds	
Par Amount	\$25,000,000
	\$25,000,000

Uses of Funds	
Project Fund	\$24,700,000
Capitalized Interest Fund	-
Cost of Issuance	175,000
Underwriter's Discount	125,000
	\$25,000,000

Dated Date	2/15/2017
Last Maturity	8/1/2036

Arbitrage Yield	3.750%
True Interest Cost (TIC)	3.803%
All-in TIC	3.878%
Average Coupon	3.750%

Average Life (years)	12.20
Duration of Issue (years)	9.59

Total Interest	\$11,439,104
Total Debt Service	36,439,104
Maximum Annual Debt Service	1,991,375

Period Ending	Principal	Interest	Debt Service
8/1/2017	\$ -	\$ 432,292	\$ 432,292
8/1/2018	160,000	937,500	1,097,500
8/1/2019	165,000	931,500	1,096,500
8/1/2020	1,065,000	925,313	1,990,313
8/1/2021	1,105,000	885,375	1,990,375
8/1/2022	1,145,000	843,938	1,988,938
8/1/2023	1,190,000	801,000	1,991,000
8/1/2024	1,235,000	756,375	1,991,375
8/1/2025	1,280,000	710,063	1,990,063
8/1/2026	1,325,000	662,063	1,987,063
8/1/2027	1,375,000	612,375	1,987,375
8/1/2028	1,430,000	560,813	1,990,813
8/1/2029	1,480,000	507,188	1,987,188
8/1/2030	1,535,000	451,688	1,986,688
8/1/2031	1,595,000	394,125	1,989,125
8/1/2032	1,655,000	334,313	1,989,313
8/1/2033	1,715,000	272,250	1,987,250
8/1/2034	1,780,000	207,938	1,987,938
8/1/2035	1,850,000	141,188	1,991,188
8/1/2036	1,915,000	71,813	1,986,813
	\$25,000,000	\$11,439,104	\$36,439,104

Scenarios Overview

Scenario 2:

- \$25,000,000 Par Amount
- County cash flow project through August 2017
- Issue bonds August of 2017
- Annual Debt Service Constraint of \$1,100,000 in 2018 & 2019
- Level Debt Service \$1,910,000 2020 - 2037
- Final Maturity 2037 (20 years)

Sources of Funds	
Par Amount	\$25,000,000
	\$25,000,000

Uses of Funds	
Project Fund	\$24,700,000
Capitalized Interest Fund	-
Cost of Issuance	175,000
Underwriter's Discount	125,000
	\$25,000,000

Dated Date	
8/15/2017	
Last Maturity	8/1/2037

Arbitrage Yield	3.750%
True Interest Cost (TIC)	3.803%
All-in TIC	3.878%
Average Coupon	3.750%

Average Life (years)	12.28
Duration of Issue (years)	9.60

Total Interest	\$11,516,167
Total Debt Service	36,516,167
Maximum Annual Debt Service	1,909,063

Period Ending	Principal	Interest	Debt Service
8/1/2018	\$195,000	\$901,042	\$1,096,042
8/1/2019	165,000	930,188	1,095,188
8/1/2020	985,000	924,000	1,909,000
8/1/2021	1,020,000	887,063	1,907,063
8/1/2022	1,060,000	848,813	1,908,813
8/1/2023	1,100,000	809,063	1,909,063
8/1/2024	1,140,000	767,813	1,907,813
8/1/2025	1,180,000	725,063	1,905,063
8/1/2026	1,225,000	680,813	1,905,813
8/1/2027	1,270,000	634,875	1,904,875
8/1/2028	1,320,000	587,250	1,907,250
8/1/2029	1,370,000	537,750	1,907,750
8/1/2030	1,420,000	486,375	1,906,375
8/1/2031	1,475,000	433,125	1,908,125
8/1/2032	1,530,000	377,813	1,907,813
8/1/2033	1,585,000	320,438	1,905,438
8/1/2034	1,645,000	261,000	1,906,000
8/1/2035	1,705,000	199,313	1,904,313
8/1/2036	1,770,000	135,375	1,905,375
8/1/2037	1,840,000	69,000	1,909,000
	\$25,000,000	\$11,516,167	\$36,516,167

Scenarios Overview

Scenario 3:

- \$25,000,000 Par Amount
- Issued in August 2017
- Capitalized interest funded for 2 years
- Level Debt Service \$1,935,000 2020 – 2037
- Final Maturity 2037 (20 years)

Sources of Funds	
Par Amount	\$25,000,000
	\$25,000,000

Uses of Funds	
Project Fund	\$23,017,708
Capitalized Interest Fund	1,682,292
Cost of Issuance	175,000
Underwriter's Discount	125,000
	\$25,000,000

Dated Date	8/15/2017
Last Maturity	8/1/2037

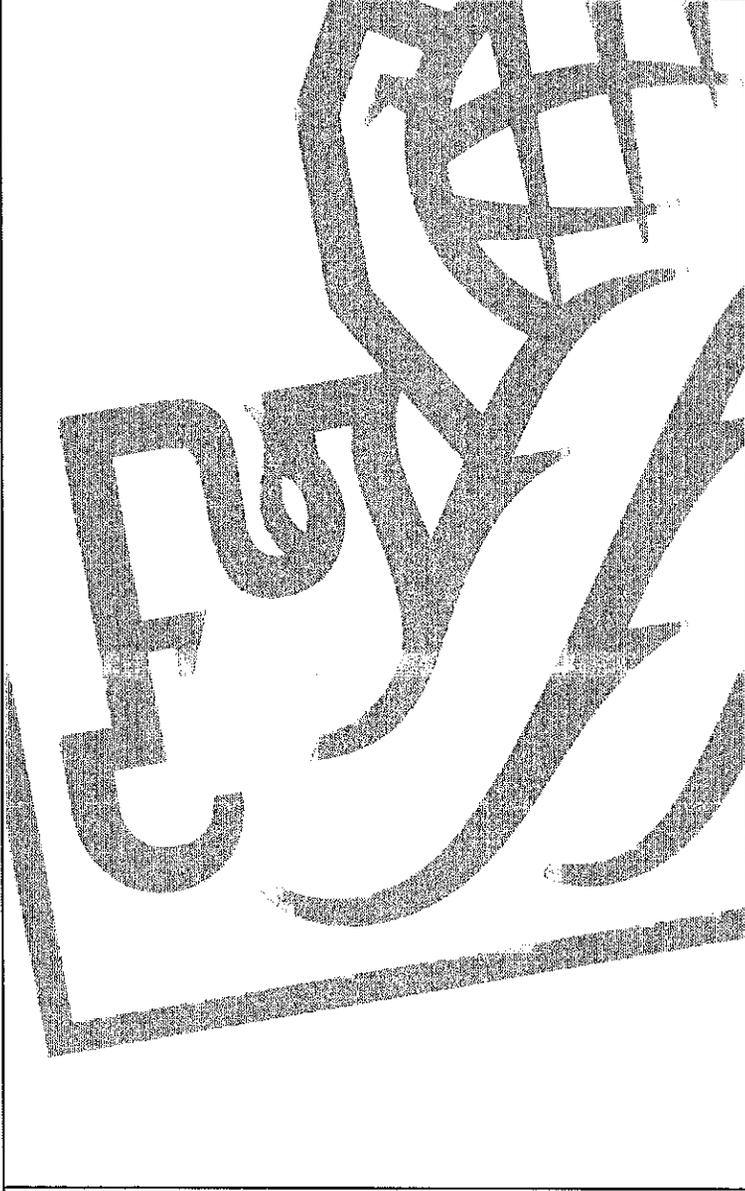
Arbitrage Yield	3.750%
True Interest Cost (TIC)	3.803%
All-In TIC	3.877%
Average Coupon	3.750%

Average Life (years)	12.44
Duration of Issue (years)	9.72

Total Interest	\$11,666,729
Total Debt Service	36,666,729
Maximum Annual Debt Service	1,937,313

Period Ending	Principal	Interest	Debt Service
8/1/2018	-	-	-
8/1/2019	-	-	-
8/1/2020	\$ 995,000	\$ 937,500	\$ 1,932,500
8/1/2021	1,035,000	900,188	1,935,188
8/1/2022	1,075,000	861,375	1,936,375
8/1/2023	1,115,000	821,063	1,936,063
8/1/2024	1,155,000	779,250	1,934,250
8/1/2025	1,200,000	735,938	1,935,938
8/1/2026	1,245,000	690,938	1,935,938
8/1/2027	1,290,000	644,250	1,934,250
8/1/2028	1,340,000	595,875	1,935,875
8/1/2029	1,390,000	545,625	1,935,625
8/1/2030	1,440,000	493,500	1,933,500
8/1/2031	1,495,000	439,500	1,934,500
8/1/2032	1,550,000	383,438	1,933,438
8/1/2033	1,610,000	325,313	1,935,313
8/1/2034	1,670,000	264,938	1,934,938
8/1/2035	1,735,000	202,313	1,937,313
8/1/2036	1,795,000	137,250	1,932,250
8/1/2037	1,865,000	69,938	1,934,938
	\$25,000,000	\$44,656,375	\$34,828,188

Market Update



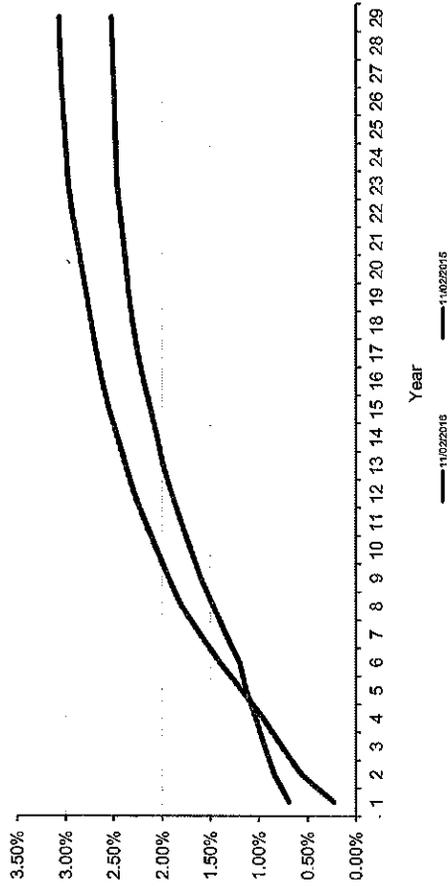
RBC Capital Markets

Long-Term Market

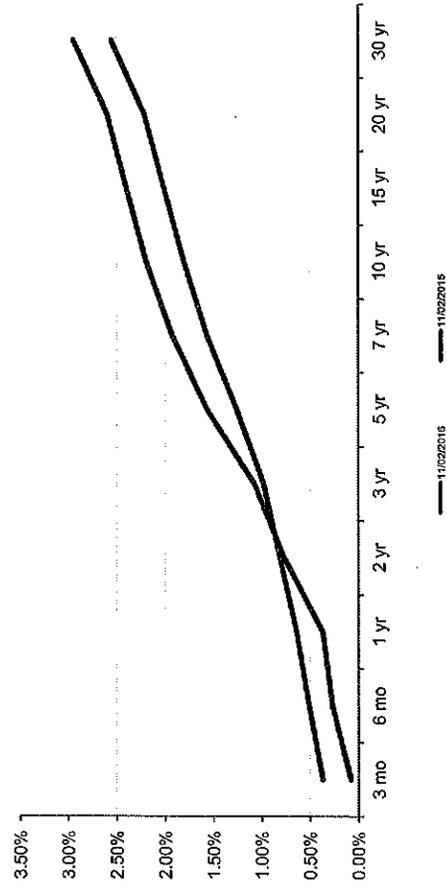
Market Overview

US Treasuries rallied last week on news that the Presidential election was tightening in Trump's favor, although weekend news that Clinton has been cleared of federal charges caused a risk on effect as trading commenced for this week. Yields fell by as much as 9.5 bps across the curve last week. The FOMC left rates unchanged last week but fed funds futures are currently pricing in a 76% chance of a rate hike at the December 14th FOMC meeting. Municipals underperformed the rally in treasuries last week but declined up to 7 bps across the curve. This week's new issue calendar drops to \$3.2 billion from \$9.9 billion last week as issuers avoid entering the market during the election week. The 2016 year-to-date volume totals \$388 billion, up 14% from last year. Municipal bond funds reported \$324 million of outflows last week. This marks the second weeks of outflows in the last three weeks.

Municipal GO "AAA" MMD Yield Curve Changes



U.S. Treasury Yield Curve Changes



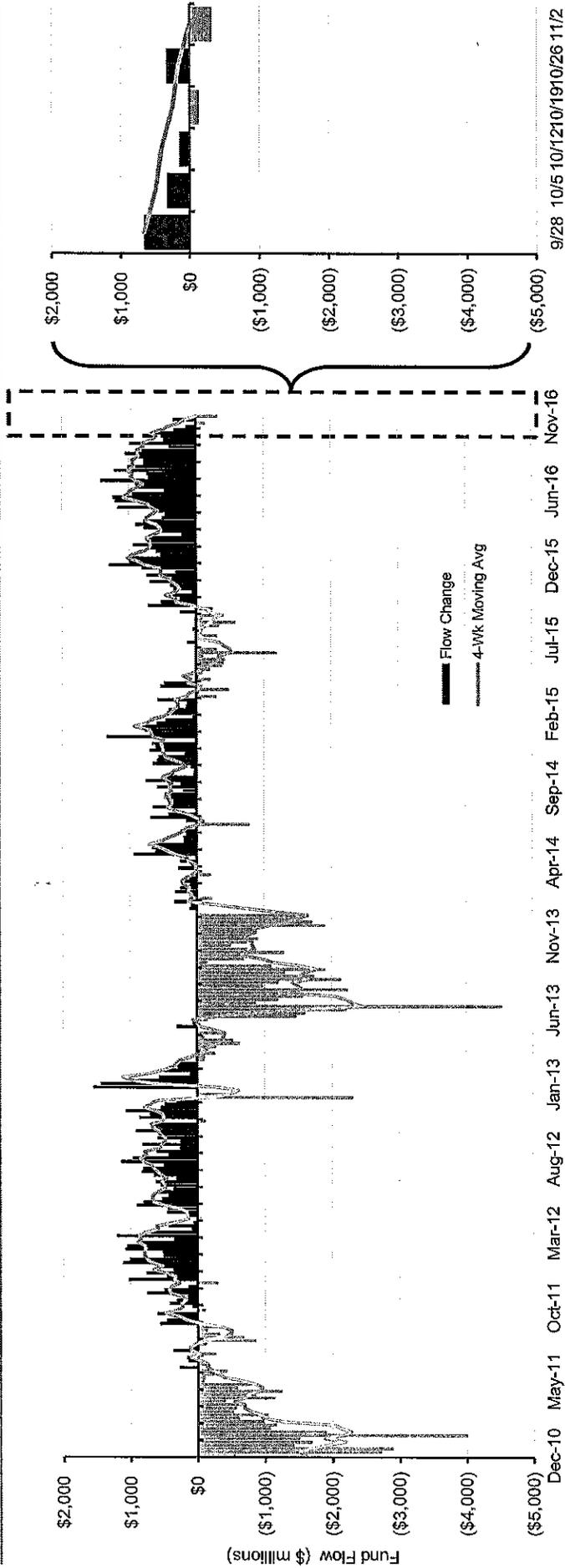
Municipal Market Fund Flows

Municipal bond funds see outflows

According to data from Lipper, for the week ended November 2nd, 2016, weekly municipal bond funds reported \$324 million of outflows, after the previous week's \$335 million of inflows

- The latest inflow marks a return to outflows after last week's inflows
- Long-term muni bond funds also experienced outflows, losing \$298 million in the latest week, after inflows of \$216 million in the previous week
- Four week moving average is currently positive at \$6 million, down from last week's number of positive \$168 million

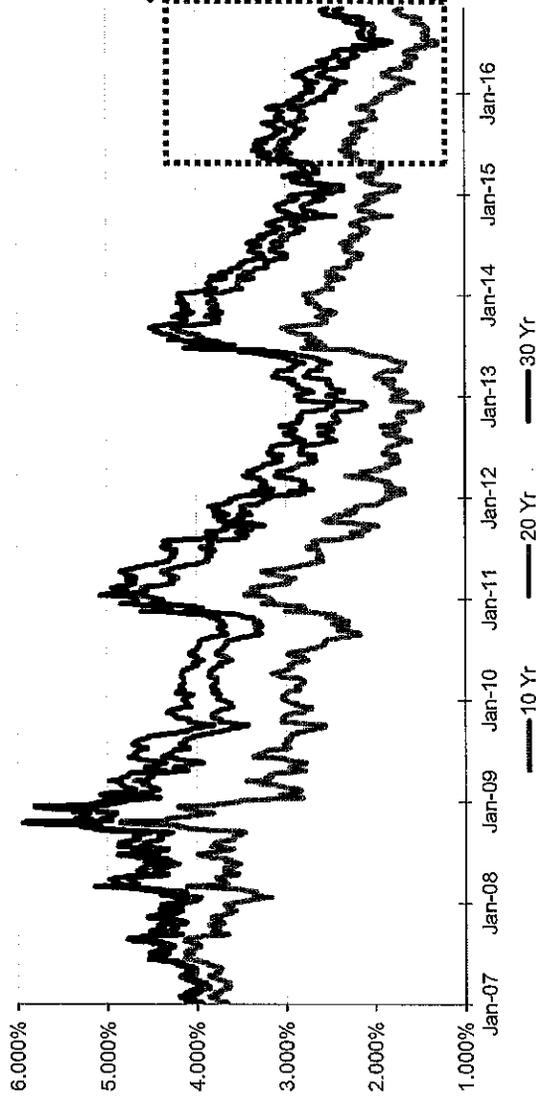
Lipper Municipal Fund Flows



Current Municipal Market Conditions: "AAA" MMD

After closing at 2.57% the previous week, the 30-year "AAA" MMD decreased by 5 bps from October 28 – November 4, closing at the current rate of 2.52%

"AAA" MMD January 1, 2007 to Present



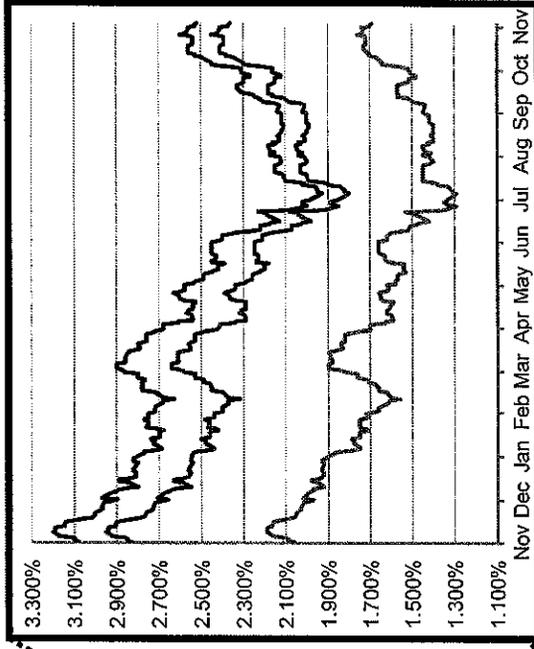
January 1, 2007 to Present

	10 Year	20 Year	30 Year
Maximum	4.860%	5.740%	5.940%
Minimum	1.290%	1.800%	1.930%
Current	1.690%	2.360%	2.520%

Shift in 30-year "AAA" MMD

2009	2010	2011	2012	2013	2014	2015
-0.900%	0.520%	-1.130%	-0.740%	1.330%	-1.340%	-0.353%

Shift in "AAA" MMD Since November 2015



November 1, 2015 to Present

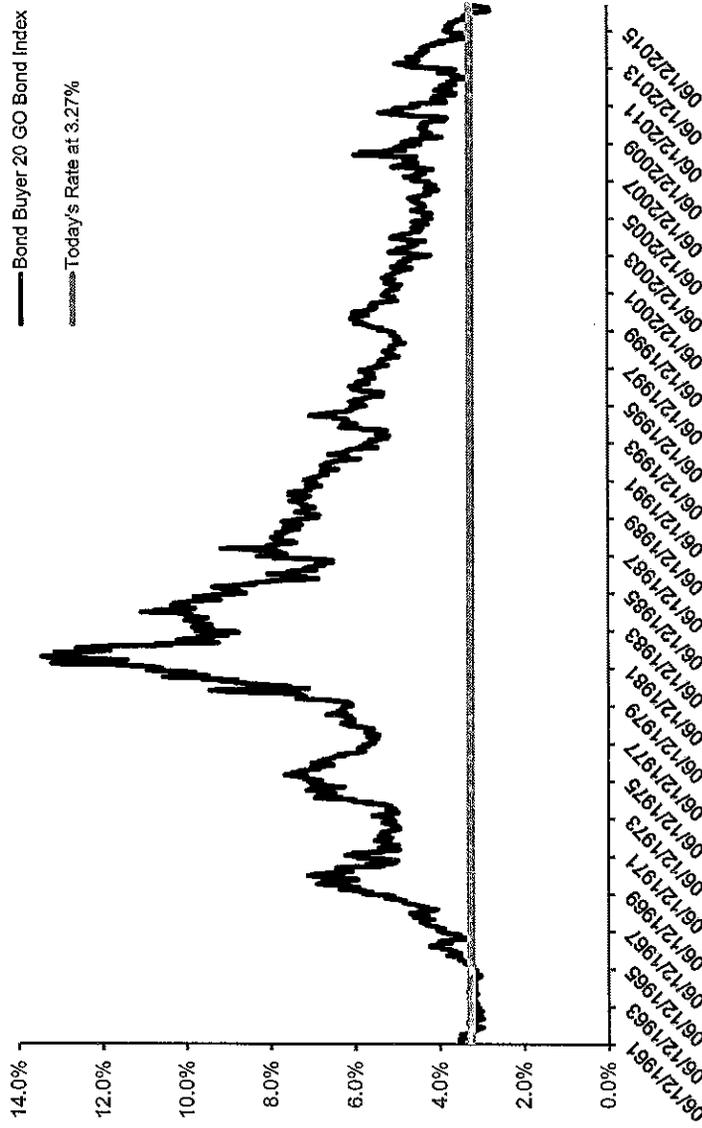
	10 Year	20 Year	30 Year
Maximum	2.190%	2.950%	3.200%
Minimum	1.290%	1.800%	1.930%
Average	1.697%	2.365%	2.573%

Source: TM3, Thomson Reuters
10, 20, and 30 year "AAA" MMD shown to represent different average lives of municipal transactions
Rates as of November 4, 2016

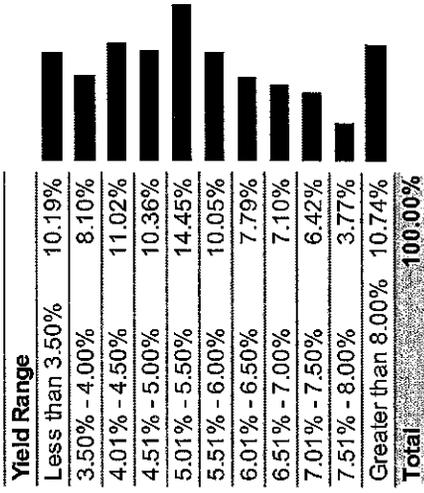
Bond Buyer 20 General Obligation Bond Index

55 Year Historical Perspective

Bond Buyer 20 GO Index since January 1961



% of Time in Each Range Since 1961



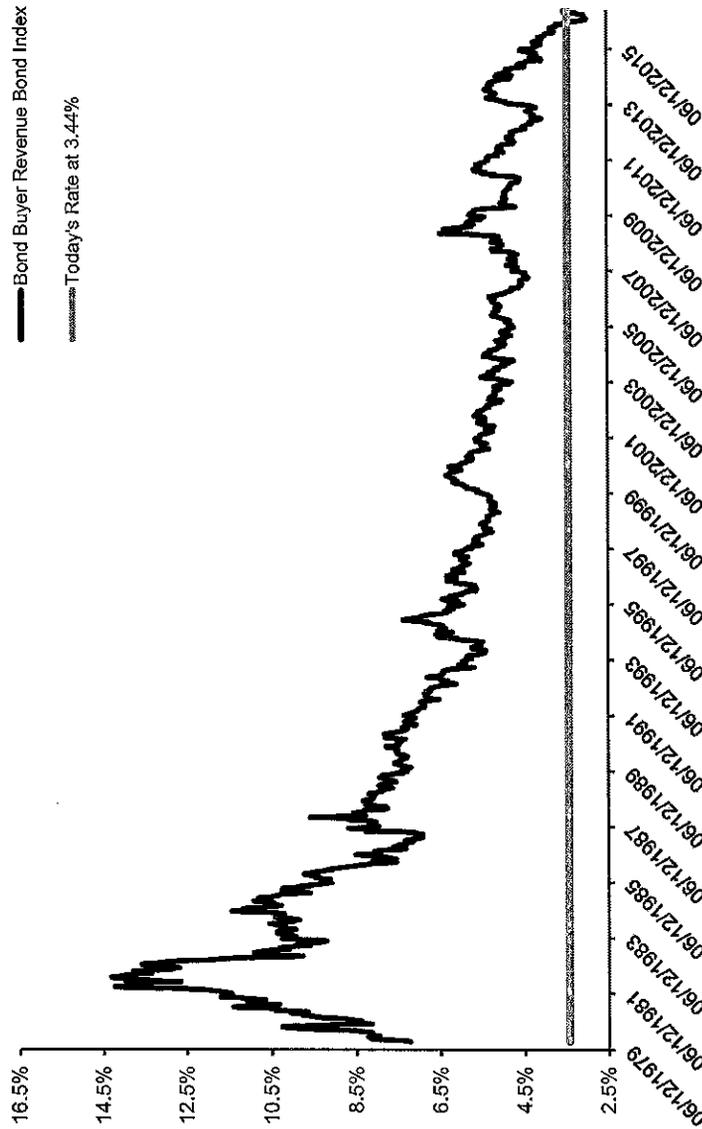
Source: Bloomberg as of November 3, 2016
 Weekly yields and indexes released by the Bond Buyer. Updated every Thursday at approximately 6:00pm EST. 20 Bond General Obligation Yield with 20 year maturity, rated AA2 by Moody's Arithmetic Average of 20 bonds' yield to maturity.

Today's 3.27% level is lower than 93.48% of historical rates since January 1961

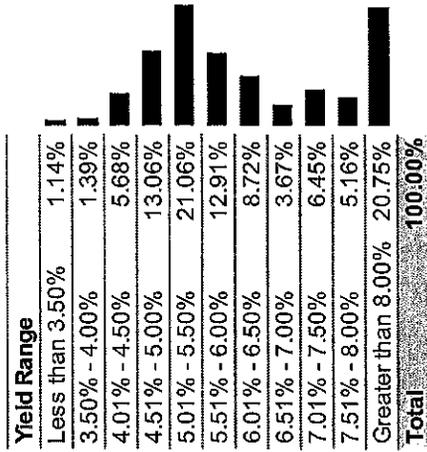
Bond Buyer Revenue Bond Index

37 Year Historical Perspective

Bond Buyer Revenue Index since September 1979



% of Time in Each Range Since 1979



Source: Bloomberg as of November 3, 2016
 Weekly yields and indexes released by the Bond Buyer. Updated every Thursday at approximately 6:00pm EST. 25 Revenue Bond
 Yield with 30 year maturity, rated A1 by Moody's and A+ by S&P Arithmetic Average of 25 bonds yield to maturity.

Today's 3.44% level is lower than 99.07% of historical rates since September 1979

LINCOLN COUNTY, NEW MEXICO

RESOLUTION NO. 2016 - 23

A RESOLUTION OF THE GOVERNING BODY OF LINCOLN COUNTY, NEW MEXICO DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF WITH THE PROCEEDS OF A FUTURE TAX-EXEMPT BORROWING FOR CERTAIN CAPITAL EXPENDITURES UNDERTAKEN OR TO BE UNDERTAKEN BY THE COUNTY; IDENTIFYING THE CAPITAL EXPENDITURES AND THE FUNDS TO BE USED FOR SUCH PAYMENT; AND PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, Lincoln County (the "County"), in the State of New Mexico (the "State"), is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the County Commission (the "Governing Body") is the governing body of the County; and

WHEREAS, the Governing Body has determined that it is in the best interest of the County to make certain capital expenditures in connection with the Project (as hereinafter defined); and

WHEREAS, the County currently intends and reasonably expects to participate in a tax-exempt borrowing to finance such capital expenditures within 18 months of the date of such capital expenditures or the placing in service of the Project, whichever is later (but in no event more than three years after the date of the original expenditure of such moneys), including an amount not to exceed \$10,000,000 for reimbursing the County for the portion of such capital expenditures made no earlier than 60 days prior to the date hereof or to be made after the date hereof but before such borrowing; and

WHEREAS, the Governing Body hereby desires to declare its official intent, pursuant to 26 C.F.R. §1.150-2, to reimburse the County for such capital expenditures with the proceeds of the County's future tax-exempt borrowing.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LINCOLN COUNTY, NEW MEXICO THAT:

Section 1. Declaration of Official Intent. The County presently intends and reasonably expects to finance the acquisition, construction, design, equipping and furnishing, and to acquire land for, a County hospital (the "Project") with moneys currently held in County's General Fund.

Section 2. Dates of Capital Expenditures. All of the capital expenditures within the scope of this Resolution were made no earlier than 60 days prior to the date of this Resolution.

Section 3. Issuance of Bonds or Notes. The County presently intends and reasonably expects to participate in a tax-exempt borrowing within 18 months of the date of the expenditure of moneys on the Project or the date upon which the Project is placed in service or abandoned, whichever is later (but in no event more than three years after the date of the original expenditure of such moneys), and to allocate an amount not to exceed \$10,000,000 of the proceeds thereof to reimburse the County for its prior expenditures in connection with the Project.

Section 4. Confirmation of Prior Acts. All prior acts of the officials, agents and employees of the County that are in conformity with the purpose and intent of this Resolution, and in furtherance of the Project, shall be and the same hereby are in all respects ratified, approved and confirmed.

Section 5. Repeal of Inconsistent Resolutions. All other resolutions of the Governing Body or parts of resolutions, inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

Section 6. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this 15th day of November, 2016.

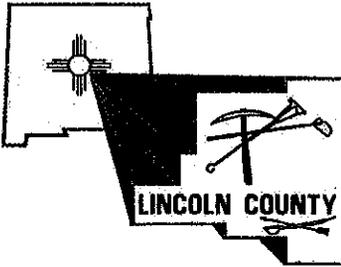
LINCOLN COUNTY, NEW MEXICO

By _____
Chairman

[SEAL]

ATTEST:

By _____
Clerk



www.lincolncountynm.gov

County of Lincoln

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

AGENDA ITEM NO. 15

November 11, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager *NT*

SUBJECT: Solid Waste Collection Services

- a. **General Update.** Sierra Contracting has completed the slash removal project in its entirety. Lien-filing activity will commence again, as the 1st month of the quarter of processing payment for solid waste collection is behind us, and incoming payments have slowed significantly.
- b. **Consideration and Approval of First Amendment to Solid Waste Services Contract Between County of Lincoln and Sierra Contracting, Inc.; Effective Upon Approval of Resolution 2016-17.** At **Enclosure 1** is the proposed First Amendment to Solid Waste Services Contract Between County of Lincoln, New Mexico and Sierra Contracting, Inc. This amendment will enable Sierra Contracting, Inc. to begin providing Private 3-Cubic Yard Dumpster Service immediately upon the Commission's approval of Resolution 2016-17.

**FIRST AMENDMENT TO
SOLID WASTE SERVICES CONTRACT BETWEEN
COUNTY OF LINCOLN, NEW MEXICO AND
SIERRA CONTRACTING, INC.**

This First Amendment to the Contract for Solid Waste Services is dated the ___ of _____, 2016 (“the Effective Date”) and is by and between the County of Lincoln, New Mexico, (“County”) and Sierra Contracting, Inc., (“Contractor”).

RECITALS

- A. County and Contractor are parties to a Contract for Solid Waste Services entered into as of November 23, 2015 (“Contract”).
- B. County desires to amend the terms of the Contract as set forth in this First Amendment to the Contract (“Amendment”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, County and Contractor agree to the following as of the Effective Date:

- 1. County and Contractor agree that County shall, in addition to previously established rates set forth in the Contract at Article Two: Contractor Fee, additionally remit monthly to Contractor the sum of Forty-Seven Dollars and Fifty Cents (\$47.50) per each three (3) cubic yard private dumpster that will be added to Contractor’s collection area specified in Attachment One of Contract, by means of County Property Owners’ Application to the County for a Private Dumpster.
- 2. County will collect Sixty-Three Dollars and Thirty Cents (\$63.30) per month for each three (3) cubic yard private dumpster from each County property owner whose Application is approved by County which fee shall be divided as follows: Forty-Seven Dollars and Fifty Cents (\$47.50) shall be remitted to Contractor, Twelve Dollars and Fifty Cents (\$12.50) shall be remitted to County to cover Tipping and Administrative fees, and Three Dollars and Thirty Cents (\$3.30) shall be remitted to the State of New Mexico for Gross Receipts Tax.
- 3. County and Contractor agree that only those private dumpsters that have been approved through an Application to the County for a Private Dumpster shall qualify for payment of the private dumpster service fee as set forth in Article 1 of this Amendment.
- 4. Except as amended by the provisions of this Amendment, each of the terms and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the Effective Date.

COUNTY OF LINCOLN

By: _____
Preston Stone, Chair
Board of County Commissioners
County of Lincoln
P.O. Box 711
Carrizozo, NM 88301

Date: _____

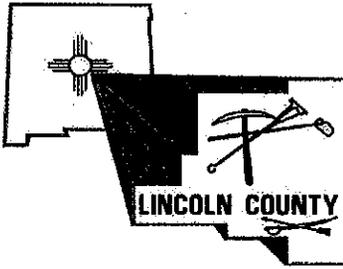
CONTRACTOR

By: _____
Gary Van Patton
President
Sierra Contracting, Inc.
P.O. Box 935
Alto, NM 88312

Date: _____

ATTEST:

Rhonda Burrows, Clerk
County of Lincoln, NM



County of Lincoln

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

www.lincolncountynm.gov

AGENDA Item No. 16

November 11, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Solid Waste Collection Services

Discussion:

- a. **Status of Open Meetings Act Violation Complaint to Attorney General Filed by Debra Ingle, Operational Supervisor, GSWA Re: County's September 9, 2016 Meeting.** The County received a copy of correspondence dated November 10, 2016 to Debra Ingle, Operational Supervisor for GSWA from Assistant Attorney General Dylan Lange **finding the County in substantial compliance with the OMA, and closing the matter.** See **Enclosure 1.** The letter informs Ms. Ingle that the AG's Open Government Division ("OGD") received a timely response from the County informing them that "out of an abundance of caution, it decided to hold another special meeting to affirm the actions that were taken on September 9, 2016. At the special meeting held on October 25, 2016, the Commission adopted Resolution 2016-20 which once again, affirmed the actions taken at the September 9, 2016 Commission meeting." The AG's response, **Enclosure 1**, includes the AG letter itself, the Ruidoso News October 25, 2016 article summarizing the special meeting, and the County's response to the initial complaint. No action required: matter closed.
- b. **Status of County Notification to GSWA that County Would Collect its Own Solid Waste on County Property, Terminating Service with GSWA.**
 - i. On October 25, 2016, County Manager notified GSWA that it was cancelling dumpster services provided by GSWA, since the County now had adequate dumpsters available to provide the service to itself, through the services of its solid waste collection contractor. See **Enclosure 2.**
 - ii. On October 27th, County received electric transmission of response from GSWA Chairman Dean that the County is "presuming to override the authority of the Town of Carrizozo and the Village of Capitan to determine the manner in which solid waste is managed within the boundaries of those municipalities". And that GSWA would continue its service to those municipalities uninterrupted. See **Enclosure 3.**
 - iii. On October 28th, County Manager requested documentation from GSWA Chairman Dean substantiating his position that the municipalities limit a commercial account to obtaining service only from GSWA. The letter further explained that it makes to sense for a public entity responsible for safeguarding public funds pay a provider for service that it can provide itself. No response has been received from Chairman Dean. See **Enclosure 4.**

- iv. Early the following week, Manager corresponded with the Town of Carrizozo and the Village of Capitan requesting confirmation of their verbal opinion that, to the best of their knowledge, they had no such restrictions in place in their municipalities that would prevent a commercial entity from selecting its own provider; See **Enclosure 5**.
- v. On November 2nd, the Village of Capitan provided a Solid Waste Ordinance that had been adopted in 1999. See **Enclosure 6**. Paragraph 188-5.A gives the authority to the Village to contract for the collection of residential and commercial garbage refuse and trash within the confines of the Village. In response to County Manager's request for the contract between the municipality and GSWA, the Village provided the 2002 Joint Powers Agreement among all entities. County Manager informally suggested the County may seek an exemption from this ordinance at a Village Trustee meeting.
- vi. On November 3rd, the Town of Carrizozo provided its Garbage Ordinance adopted in 1988. See **Enclosure 7**.
- vii. County had already set its own dumpsters at County owned or operated business locations in Capitan: the Road Yard and the Senior Center. The Village has since notified the County that, as the owner of the Senior Center, it should have been paying water and solid waste collection fees all along. The County had also already set its own dumpsters at County owned business locations in Carrizozo.
- viii. On November 10th, Attorney Morel received correspondence from Village of Capitan Attorney Zach Cook requesting, on behalf of the Mayor, that the County remove its receptacles until the Village has had an opportunity to consider the County request for an exemption to the village's ordinance. See **Enclosure 8**.

Recommendation: Direct Manager to request a formal agenda item be placed on the next formal meeting agenda for both the Village of Capitan and the Town of Carrizozo requesting exemption from their respective ordinances, enabling the County to collect its own solid waste; thereby realizing a savings of public funds.

- c. **Status of County's Request to NMFA to Intercept County Environmental GRT for County Share of GSWA Debt Service.** NMFA Chief Lending Officer Zach Dillenback confirmed the NMFA attorney working on this matter was no longer with NMFA. He committed to provide us with the status in the near future.

STATE OF NEW MEXICO
OFFICE OF THE ATTORNEY GENERAL



HECTOR H. BALDERAS
ATTORNEY GENERAL

TANIA MAESTAS
Deputy of Civil Affairs

SHARON PINO
Deputy of Criminal Affairs

CARLA MARTINEZ
Chief of Staff for Operations

SONYA CARRASCO-TRUJILLO
Chief of Staff for Policy and Public Affairs

November 10, 2016

Debra L. Ingle, Operational Supervisor
Greentree Solid Waste Authority
P.O. Box 2405
Ruidoso Downs, NM 88346
Email: gswa@greentreeswa.org

Re: Open Meetings Act Complaint

Dear Ms. Ingle:

On September 20, 2016, the Office of the Attorney General Open Government Division ("OGD") received your complaint alleging that the County of Lincoln ("County") violated the Open Meeting Act ("OMA"), NMSA 1978, Sections 10-15-1 to -4 (2013).

The OGD received correspondence from the County on October 27, 2016, stating that once the County received notice of the OMA complaint dated October 14, 2016, out of an abundance of caution, it decided to hold another special meeting to affirm the actions that were taken on September 9, 2016. At the special meeting held October 25, 2016, the Commission adopted Resolution 2016-20 which, once again, affirmed the actions taken at the September 9, 2016 Commission meeting. The County provided a copy of its Resolution 2016-20 passed on October 25, 2016.

NMSA 1978, Section 10-15-3(B), allows a public body that receives written notice of a claimed violation, fifteen days from the day it receives the notice, to cure the violation if the public body decides the claim is valid and wants to avoid a lawsuit. At the meeting held to address the claimed violations, the public body must include a summary of the comments that were made at the meeting where the violation occurred. However, this does not mean that the public body must necessarily repeat the entire previous meeting.

TELEPHONE: (505)827-6000 • FAX: (505)827-5826 • www.nmag.gov
MAILING ADDRESS: P.O. BOX 1508 • SANTA FE, NEW MEXICO 87504-1508
STREET ADDRESS: 408 GALISTEO STREET • SANTA FE, NEW MEXICO 87501

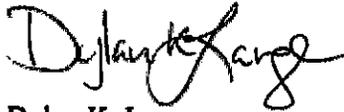
ENCL 1

Debra L. Ingle
November 10, 2016
Page 2

The OGD believes that the County has cured any potential violation by holding a subsequent special meeting and passing Resolution 2016-20. Therefore, the County is in substantial compliance with the OMA. *See, Gutierrez v. City of Albuquerque*, 1981-NMSC-061, 96 N.M. 398, 631 P.2D 304 (S.Ct. 1981). As such, we consider this matter closed.

Thank you for affording our office this opportunity to be of assistance.

Sincerely,



Dylan K. Lange
Assistant Attorney General

Cc: Nita Taylor, Lincoln County Manager

Special session called to ensure OMA compliance

Dianne L Stallings , Ruidoso News 10:51 a.m. MDT October 25, 2016

An open meetings act complaint was filed against Lincoln County and the county attorney advises commissioners to move ahead with a special meeting where all of the votes can be reaffirmed.



(Photo: Courtesy)

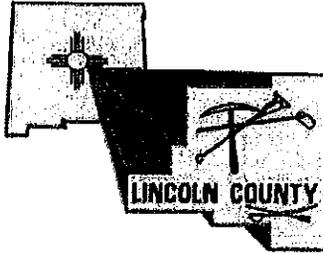
A special meeting of the Lincoln County Commission was conducted Tuesday to ensure compliance with the New Mexico Open Meetings Act. Commissioners took the corrective action quickly, although they contended that proper notification was given for a Sept. 9 meeting where the county's 2016 tax rate was adopted and a November general election ballot question for a hospital bond issue was approved.

County Attorney Alan Morel recommended scheduling the meeting after a complaint was filed against the county by the operations manager of the Greentree Solid Waste Authority, contending the notification for a Sept. 9 special meeting was insufficient or incorrect. The meeting agenda contained one solid waste collection issue. Morel said he learned of the complaint the weekend before the commission's regular meeting Sept. 18, when the county was contacted by the New Mexico Attorney General's office.

While Morel contended the county complied with all OMA notification requirements, because of the upcoming election, he recommended repeating the action on all the items, instead of taking the time to debate the issue. He pointed out that if the attorney general found the county has not properly complied with the OMA notification rules, the required correction would be for the county to call another meeting and handle the items again.

As listed on the agenda for the Oct. 25 session, commissioners voted on approval of the Sun Valley Water and Sanitation District property tax levy; the imposition of the 2016 property tax rates; approval of a per diem and mileage policy; approval of a resolution and proclamation calling for passage of a general obligation bond on the 2016 general election ballot to pay for construction of a new hospital; and on a letter to residents of Fox Run subdivision about the Lincoln County solid waste billing.

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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

October 27, 2016

VIA ELECTRONIC MAIL ONLY

Dylan K. Lange, Assistant Attorney General
New Mexico Office of the Attorney General
408 Galisteo Street. P.O. Box 1508
Santa Fe, New Mexico 87501
dlange@nmag.gov

Re: Response to Open Meetings Act Complaint

Dear Mr. Lange:

I am in receipt of your letter notifying the County of Lincoln ("County") of the complaint filed by Debra Ingle, Greentree Solid Waste Authority's Operational Supervisor, alleging Lincoln County violations of the Open Meetings Act ("OMA") during its September 9, 2016 special meeting. You requested the County to provide responses to *all* allegations found in the OMA complaint. Ms. Ingle's complaint letter included four (4) allegations, and the attachment to her letter, the Open Meeting Act Complaint Form, also contained four (4) allegations, some of which were duplicative to those stated in the letter. Following are the responses to those allegations:

Allegations Raised in GSWA Letter of Complaint

1. Notice was not posted on the county's website.

The strict routine of Lincoln County's Administrative Assistant responsible for posting the Agenda to the County website is to post the Agenda immediately following the e.mail distribution. The e.mail distribution was sent on Tuesday, September 6, 2016 at 8:19 a.m. See **Enclosure 1**. While the Administrative Assistant is confident that this strict routine of posting the Agenda to the website was followed, it cannot be confirmed, after-the-fact, that it actually was posted. Unfortunately, posting new agendas to the website overrides the prior posting. That process has been changed to no longer override the prior agenda posting with the current agenda posting.

2. The agenda did not include a list of specific items the commission would discuss. Instead, the emailed agenda was titled "Tentative Agenda", which generally suggest (sic) items that the commission might or might not be (sic) discuss".

Please refer to **Enclosure 1** again to review the list of the *specific* items the commission was to discuss; and did discuss. In comparing the "tentative agenda" with the final agenda at **Enclosure 2**, the agenda items are identical with the exception of slightly modified wording in Item No. 10, which the Commission tabled for discussion at a later date. Regarding the title, "Tentative Agenda", the County has traditionally used that title on the initial agenda sent to the broad list of recipients. We have changed that process and no longer use the term "Tentative" on any distributed agendas. The

County goes above and beyond to ensure public notification by sending out agendas well in advance of the meeting and a final agenda more than seventy-two (72) hours prior to the meeting. Failure to remove the word "tentative" on the agenda for the Special Commission meeting held September 9, 2016 did not, in any manner, reduce the notice provided to the public.

3. The County did not provide information on how the public may obtain a copy of the agenda or specific items to be discussed.

It is not a requirement of the OMA to provide information on how the public may obtain a copy of the agenda, if the timely distributed meeting notice contained a "list of specific items of business to be discussed or transacted at the meeting". Section 10-15-1.F requires:

Meeting notices shall include an agenda containing a list of specific items of business to be discussed or information on how the public may obtain a copy of such an agenda.

The County interprets that sentence to require any entity subject to the OMA to provide information on "how the public may obtain a copy of such an agenda" if the meeting notice does not contain a list of specific items of business to be discussed. As illustrated above, the County did provide the timely-posted agenda with specific items to be discussed or transacted.

Additionally, the County does provide information with respect to how the public may obtain a copy of the agenda or specific items to be discussed through the adoption of its Open Meetings Act Resolution (See Resolution 2015-17 attached to this response.)

4. The county's resolution does not comply with current law.

The County's current Resolution does not specifically require that "at least seventy-two hours prior to the meeting, the agenda shall be available to the public and posted on the public body's web site, if one is maintained". However, in practice, the County does adhere to that requirement. The County's annual OMA Resolution is scheduled to be adopted at its November 15, 2016 meeting, and will include the website posting requirement.

Allegations Raised in OMA Complaint Form

√ Notice did not comply with the deadlines or procedures for meeting notices adopted by the public body, or with the reasonable notice requirement in the OMA.

Notice was timely distributed electronically to a broad list of recipients, including local newspapers, radio stations, municipality local governments, and numerous businesses and individuals requesting such notification. Agenda was also prominently posted on the exterior window of the Commission Chamber Building, the identical location that it has been traditionally posted for years, providing high visibility to the public. Notice and Agenda were provided more than 72 hours prior to the meeting date and time. The "tentative" agenda sent electronically contained identical agenda items as the one utilized by the Commission at the September 9th meeting; Item No. 10 contained non-substantively modified wording.

√ Notice did not include date, time and/or location of the meeting.

Notice clearly stated September 9, 2016 at 8:30 a.m., in the Commission Chambers of the Courthouse, Carrizozo, New Mexico.

√ Notice was not published or posted in a place and manner accessible to the public

Notice was prominently posted on the exterior window of the Commission Chamber Building, providing high visibility to the public. Notice was also provided to local newspapers and radio stations. At **Enclosure 3** is the Lincoln County News article, listing every agenda item, confirming the media's timely notification by the County of the meeting and its agenda, resulting in further notification to the public of this meeting with the specific topics to be discussed.

√ Agenda did not include a list of specific items the public body intended to discuss or transact at the meeting or the items listed or acted upon were not listed with reasonable specificity.

The agenda clearly and specifically listed items to be discussed and acted upon:

6. Approval of Consent Agenda: a) Approval of Sun Valley Water & Sanitation District Mill Levy Request
7. Approval/Imposition of 2015-2016 Property Tax Rates
8. Approve Per Diem & Mileage Policy by Resolution 2016-10
9. Approve Resolution 2016-11 & Proclamation calling for approval of a General Obligation Bond on the 2016 General election for the funding and construction of a new hospital
10. Lincoln County Solid Waste Billing – Letter to Fox Run Subdivision Landowners

Office of the Attorney General requested responses and information to five (5) additional questions

QUESTION 1: Did the County provide proper notice for the above referenced meeting, pursuant to Section 10-15-1(D)? Please provide the announcements for the above-referenced meeting and where the information was posted, broadcast, or submitted.

RESPONSE: Yes, the County provided proper notice for the above referenced meeting pursuant to Section 10-15-1(D). The County electronically sent the following agenda with reasonable notice (72 hours and 11 minutes) to the broad list that includes local papers, radio stations (who have requested such notifications), municipal local governments in the County (who have requested such notification) and many other interested individuals (who have requested such notification). See **Enclosure 1**. The County also prominently posts the Agenda on the exterior window of the Commission Chamber Building, where the County Manager's office is located, coincident with the transmission of the electronic notice. As mentioned above, while the Administrative Assistant is confident that this strict routine of posting the Agenda to the website was followed, we cannot confirm, after-the-fact, that it actually was posted. Previously, each agenda posting to the website overrode the prior posting. That process has been changed to no longer override the prior agenda posting with the current agenda posting.

QUESTION 2: Did the County provide the meeting agenda at least 72 hours prior to the meeting pursuant to Section 10-15-1(F)? Did the County post the agenda on its website 72 hours prior? Please provide the special meeting agenda and the corresponding meeting minutes.

RESPONSE: Yes. See response to Question 1 above. Attached please find the agenda (**Enclosure 2**) and the corresponding meeting minutes (**Enclosure 4**).

QUESTION 3: Did the agenda meet the specificity requirements of 10-15-1(F)? Did the County take any final action not listed on a specific agenda during the special meeting.

RESPONSE: Yes, the agenda did meet the specificity requirements of 10-15-1(F). Each agenda item specified the item of business to be discussed.

6. Approval of Consent Agenda: a) Approval of Sun Valley Water & Sanitation District Mill Levy Request
7. Approval/Imposition of 2015-2016 Property Tax Rates
8. Approve Per Diem & Mileage Policy by Resolution 2016-10
9. Approve Resolution 2016-11 & Proclamation calling for approval of a General Obligation Bond on the 2016 General election for the funding and construction of a new hospital
10. Lincoln County Solid Waste Billing – Letter to Fox Run Subdivision Landowners

No, the County did not take any action or final action not listed on the specific agenda.

QUESTION 4: Did the notice for the special meeting comply with the County's Open Meetings Act Resolution?

RESPONSE: The County did comply with its Open Meetings Act Resolution 2015-17, with the exception of posting it at the County Clerk's Office. However, this specific location for posting is not a legal requirement under the New Mexico OMA, and with the much more visible prominent posting on window of the Commission Chambers (less than 100 feet away), the public was properly and legally noticed.

QUESTION 5: Please include any other facts, documents or legal authority relied on that is relevant to our inquiry into this complaint.

RESPONSE: The County of Lincoln categorically denies that it violated any part of the Open Meetings Act as it relates to its Special Commission meeting held on September 9, 2016. The allegations of Greentree Solid Waste Authority through its Operations Supervisor Debra Ingle are simply without merit. As set forth in the responses to questions 1-4 above, the County complied with all aspects of the Open Meetings Act and substantially with County's Open Meetings Act Resolution 2015-17.

Once the County received notice of the Open Meetings Act Complaint dated October 14, 2016, out of an abundance of caution, it decided to hold another Special Meeting to affirm the actions that were taken on September 9, 2016. A Special Meeting was conducted on October 25, 2016 after providing more than seventy-two (72) hours' notice of the meeting, posting to the County's website, and prominently posting of the agenda on the exterior window of the County Commission Chamber building and in the County Clerk's office. A copy of the agenda, and the email indicating posting times are attached as **Enclosure 5** to this response. At the Special Commission meeting held October 25, 2016, the Commission adopted Resolution 2016-20 which, once again, affirmed the actions taken at the September 9, 2016 Commission meeting. A copy of Resolution 2016-20 is also attached as **Enclosure 6**.

The Open Meetings Act permits a public body to take action to correct violations [Section 10-15-3 (B)]. Rather than wait for a determination by the Attorney General's office as to whether there was a violation of the Open Meetings Act or not, the County deemed it prudent to initiate action by holding a Special Meeting on October 25, 2016 to correct any perceived deficiencies. Again, the County categorically denies that it violated the Open Meetings Act. However, items addressed at the Special Meeting on

September 9, 2016 were of such critical nature that cautionary corrective action was necessary to ensure there could be no challenge of the County's actions taken during that meeting.

The County of Lincoln is hopeful that its responses are adequate and that the County's decision to take corrective action pertaining to any alleged deficiencies in the Open Meetings Act is deemed acceptable by the NM Attorney General's office.

Thank you, and should you have any additional questions regarding this matter, please do not hesitate to contact me.



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

Nita Taylor

Subject: FW: Special Commission Meeting

From: Billie-Jo Guevara

Sent: Tuesday, September 06, 2016 8:19 AM

To: Alan P Morel <apmpa@valornet.com>; Billie-Jo Guevara <BGuevara@lincolncountynm.gov>; Carol Virden <cvirden@ruidosodowns.us> <cvirden@ruidosodowns.us>; Charlotte Emmons <CEmmons@lincolncountynm.gov>; 'Corona Village Hall' <villageofcorona@plateautel.net>; Curt Temple <CTemple@lincolncountynm.gov>; Dallas Draper <dash3d@hotmail.com>; 'Debra Ingle' <gswa@greentreeswa.org> <gswa@greentreeswa.org>; Diane Stallings <dcsontheroad@gmail.com> <dcsontheroad@gmail.com>; 'Dianne Stallings' <dstallings@ruidosonews.com>; distallings@windstream.net; Elaine Allen <EAllen@lincolncountynm.gov>; Elaine Allen <eeaela@yahoo.com>; 'George A Douds' <gdouds@fs.fed.us>; 'Harvey Twite' <harveyt@kedu.us>; 'James Miller Jr. Ph. D' <jamespmiller@windstream.net>; 'Jim Howard' <j.howard@tularosa.net>; Judy Fitzpatrick <judyfitz@declutter.org>; karyl williams <Karyl.Williams@Mtg-Tech.com>; Kathleen Phillips-Hellman (mairimouse@gmail.com) <mairimouse@gmail.com>; Leann Weighbrecht <zozocityhall@tularosa.net>; Lynn Willard <lynnwillardlincolncounty@gmail.com>; MAJOR GAIL <GMAJOR@TULAROSA.NET>; 'Marsha Palmer' <palmer@nmsu.edu>; Mary Ann Siegel-Russ (siegbieg1@hotmail.com) <siegbieg1@hotmail.com>; Mary E Prudencio <meprudencio@yahoo.com>; Mike Caggiano (mcaggiano@scmrtd.org) <mcaggiano@scmrtd.org>; Nita Taylor <NTaylor@lincolncountynm.gov>; Patrice Brazie (pbrazie11@windstream.net) <pbrazie11@windstream.net>; Peter Aguilar (j.p.aguilar44@hotmail.com) <j.p.aguilar44@hotmail.com>; Preston Stone <willastone@hotmail.com>; Samantha Mendez <SMendez@lincolncountynm.gov>; Santos, Alfred <asantos@phs.org>; Steve Duffy <steveduffy1111@gmail.com>; Stuart Butzier <srb@modrall.com>; SUE HUTCHISON (SUEHUTCH@VALORNET.COM) <SUEHUTCH@VALORNET.COM>; Tom Stewart <TStewart@lincolncountynm.gov>; 'Todd Russell' <todd@titleco1.com>; tom <tomsports2014@yahoo.com>; 'Tony Seno' <tonyseno@hotmail.com>; Van Patton (gvpattton@gmail.com) <gvpattton@gmail.com>; Beverly Calaway <BCalaway@lincolncountynm.gov>; Donna Harkey <DHarkey@lincolncountynm.gov>; Kim Roper <KRoper@lincolncountynm.gov>; Linda Archuleta <LArchuleta@lincolncountynm.gov>; Paul Baca <PBaca@lincolncountynm.gov>; Charlene "Punkin" Schlarb <CSchlarb@lincolncountynm.gov>; Renee Montes <RMontes@lincolncountynm.gov>; Rhonda Burrows <RBurrows@lincolncountynm.gov>; Robert Shepperd <RShepperd@lincolncountynm.gov>; Sherrie Huddleston <SHuddleston@lincolncountynm.gov>; Whitney Whittaker <WWhittaker@lincolncountynm.gov>; Yovanne Lucero <YLucero@lincolncountynm.gov>

Subject: Special Commission Meeting

NOTICE OF
SPECIAL COMMISSION MEETING
September 9, 2016

NOTICE is hereby given that the Lincoln County Board of Commissioners will hold a Special Commission Meeting commencing at 8:30 am on Friday, September 9, 2016 in the Commission Chambers of the Courthouse, Carrizozo, New Mexico. A final agenda will be available 72 hours prior to the meeting. The tentative agenda is listed below:

Tentative Agenda
September 9, 2016

1. Call to Order – 8:30 A.M.
2. Roll Call
3. Invocation
4. Pledge to State 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 Consent agenda
 - a. Approval of Sun Valley Water & Sanitation District Mill Levy Request
7. Approval/Imposition of 2015-2016 Property Tax Rates
8. Approve Per Diem & Mileage Policy by Resolution 2016-10
9. Approve Resolution 2016-11 & Proclamation call for approval of a General Obligation Bond on the 2016 General Election for the funding and construction of a new hospital
10. Lincoln County Solid Waste Billing-Fox Run Subdivion
11. Signing of Official Documents
12. Next Meeting - Regular – September 27, 2016
13. Adjournment

COUNTY OF LINCOLN
New Mexico
Special Meeting
Board of County Commissioners

Preston Stone, Chairwoman
Elaine Allen, Member
Dr. Lynn Willard, Member
Beverly Calaway, Treasurer
Rhonda B. Burrows, Clerk

Dallas Draper, Vice-Chair
Thomas F. Stewart, Member
Robert Shepperd, Sheriff
Paul Baca, Assessor
Stirling Spencer, Probate Judge

Nita Taylor, County Manager

Agenda

Friday, September 9, 2016 @ 8:30 a.m.

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
 - A. Pledge – U.S.A. Flag
 - B. Salute – N.M. Flag – (“I salute the flag of the State of New Mexico, the Zia Symbol of perfect friendship among united cultures”)
5. Approval of Agenda
6. Approval of Consent Agenda
 - a. Approval of Sun Valley Water & Sanitation District Mill Levy Request
7. Approval/Imposition of 2015-2016 Property Tax Rates
8. Approve Per Diem & Mileage Policy by Resolution 2016-10
9. Approve Resolution 2016-11 & Proclamation calling for approval of a General Obligation Bond on the 2016 General Election for the funding and construction of a new hospital
10. Lincoln County Solid Waste Billing – Letter to Fox Run Subdivision Landowners
11. Signing of Official Documents if needed
12. Next Regular Meeting –Tuesday, September 27, 2016
13. Adjournment

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

September 9, 2016: THIS AGENDA IS SUBJECT TO CHANGE

AG LTR ENCL 2

Lincoln County Manager's Office
1A 11/06/2016 01A
P.O. Box 711
Carrizozo, NM 88301-0711

County Commission Special Meeting Friday, Sept. 9 To Set 2016 Taxes, Hospital Bond Question

Lincoln County Board of Commissioners will hold a special meeting this Friday, September 9, to set the 2016 Property Taxes and to approve the resolution to put the Hospital General Obligation Bond election on the November ballot.

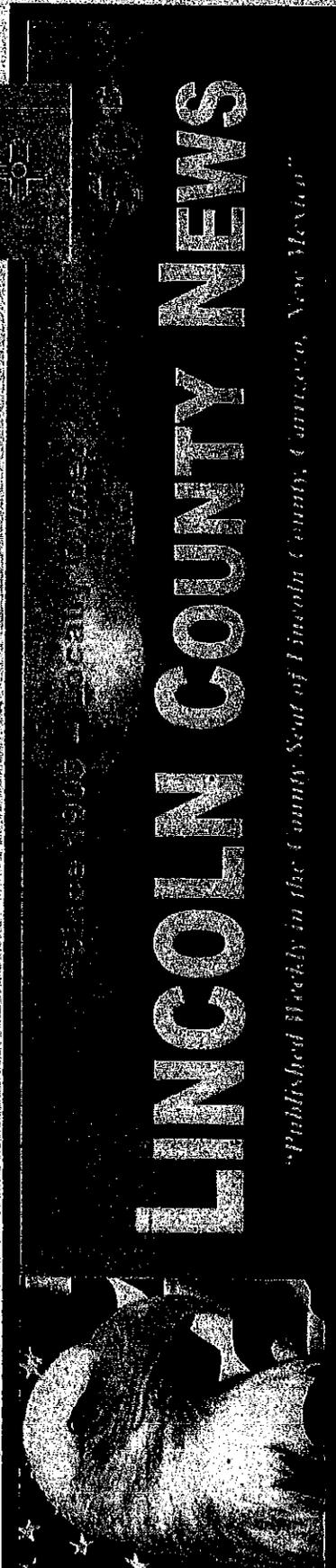
At their special meeting on August 24, commissioners originally set the meeting for Wednesday, September 7.

The upcoming Special Commission Meeting begins at 8:30 am in the Commission Chambers of the Lincoln County Courthouse in Carrizozo.

Other items on the tentative agenda include approval of the Sun Valley Water & Sanitation District Mill Levy Request 2016 Property Tax Rates, Per Diem & Mileage Policy by Resolution 2016-10, Resolution 2016-11

& Proclamation call for approval of a General Obligation Bond on the 2016 General Election for the funding and construction of a new hospital.

Also on the tentative agenda is discussion of Lincoln County Solid Waste Billing - Forkum Subdivision. Commissioners have set their regular meeting for Tuesday, September 27.



LINCOLN COUNTY NEWS

Published Weekly in the County Seat of Lincoln County, Carrizozo, New Mexico

VOLUME #112 - NUMBER 36

THURS. SEPTEMBER 08, 2016

CARRIZOZO, NM 88301

Billboard of Carrizozo, NM 2015 Audit 12/10

AG 410 - ENCL 3


COUNTY OF LINCOLN

 TRUE AND CORRECT COPY OF
 ORIGINAL RECORD FILED IN
 LINCOLN COUNTY, NEW MEXICO

RHONDA B. BURROWS, COUNTY CLERK

 New Mexico
 Special Meeting

 BY: Charlotte Emms DEPUTY
DATE: 10/17/16

Board of County Commissioners.

 Preston Stone, Chair
 Dallas Draper, Vice Chair

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

 Minutes
 Friday, September 9, 2016

Minutes of the Special Meeting of the Lincoln County Commission held at 8:00 AM on September 9, 2016 in the County Commission Chambers, Lincoln County Courthouse, in Carlsbad, New Mexico.

1. Call to Order

Chair Stone called the special meeting of the Board of County Commissioners to order at 8:30 PM.

2. Roll Call**Roll Call**
 Present: Chair Stone, Commissioner Stewart, Commissioner Draper.
 Absent: Commissioner Allen, Commissioner Willard.

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

3. Invocation

The invocation was presented by Chair Stone.

4. Pledge of Allegiance

- a. Pledge - US Flag
- b. Salute - NM Flag

5. Approval of Agenda
 Motion: Acceptance of the Agenda and authorized the Chair to move items as necessary.
 Action: Approve. Moved by Commissioner Stewart. Seconded by Commissioner Draper.
 Vote: Motion carried by unanimous vote (summary: Yes = 3).
 Yes: Chair Stone, Commissioner Stewart, Commissioner Draper.
 Absent: Commissioner Allen, Commissioner Willard
6. Approval of Consent Agenda

- a) Approval of Sun Valley Water and Sanitation District Mill Levy Request

 Motion: Approval of the Consent Agenda. Action: Approve. Moved by Commissioner Stewart.
 Seconded by Commissioner Draper.
 Vote: Motion carried by unanimous vote (summary: Yes = 3).
 Yes: Chair Stone, Commissioner Stewart, Commissioner Draper.
 Absent: Commissioner Allen, Commissioner Willard

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

7. Approval/Imposition of 2016-2016 Property Tax Rates

Nita Taylor, Manager reminded New Mexico State Statute 7-38-34 requires the Board of County Commissioners to issue a written order imposing the tax at the rates set on the net taxable value of property allocated to the appropriate governmental units. Ms. Taylor provided a copy of the

letter and rates received from the New Mexico Department of Finance and Administration (DFA) on September 6, 2016.

Beverly Calaway, Treasurer explained when rates were received from DFA, the Treasurer's office conducts a review for accuracy. Ms. Calaway stated the rates initially sent by DFA included an error in the imposition of the Hospital Mill Levy for clinics which was reported as 1 mill but the County Commission had in fact imposed only .8 mills for clinic operations. Ms. Calaway stated this necessitated a recalculation by DFA and a re-issuance of the letter to impose the rates. Ms. Calaway stated the amended certificate of 2016 Property Tax rates was verified for accuracy by both the Lincoln County Treasurer and the Assessor.

Ms. Calaway informed Lincoln County served as the fiscal agent collecting for the State of New Mexico, Lincoln County, five municipalities, five school districts, seven special soil and water districts, predator control, livestock boards, Lincoln County Medical Center, the rural clinics and Eastern New Mexico University - Ruidoso. Ms. Calaway stated the Treasurer's Office contacts each entity concerning the 2016 tax rates and project revenue yields from the rates.

Paul Baca, Assessor informed Lincoln County's valuation increased by approximately 3.1% over the prior year. Mr. Baca stated he recently conducted a recalculation of valuation which revealed an additional increase in value of approximately 2.2% which equates to approximately \$2.7 million dollars. Mr. Baca stated this increase in value resulted from settlement of protests to valuation. Mr. Baca clarified values under protest were not included in total valuation until the protests were settled. Mr. Baca stated \$2.7 million in valuation would result in increased revenues of approximately \$25,000.

Mr. Baca discussed the current decline in the market value of livestock but explained this decline was not reflected in the 2016 valuations because the values assigned by Property Tax Division were based on last year's market performance. Mr. Baca anticipated livestock valuation would decline in 2016. Mr. Baca stated he recently learned only New Mexico and Montana tax livestock.

Mr. Baca noted due to a prior over valuation there was a decline in central assessment valuation of over \$1 million within the municipality of Capitan. Mr. Baca stated however Lincoln County's total central assessment valuation increased almost \$10 million from 2015.

Commissioner Stewart questioned if central assessment referred to valuation of utilities, power lines, and similar properties.

Mr. Baca stated this was correct adding central assessment also included pipelines, electrical companies, gas companies and railroads. Mr. Baca stated the State of New Mexico was responsible for assessing these properties and providing the information to each county. Mr. Baca noted there were central assessment protests still pending amounting to approximately \$2.7 million which once resolved would add to Lincoln County's valuation.

There was a general discussion regarding the impact of various market changes on livestock valuation; the effect of increased valuation on tax rates, and the effect of entity budget requests on tax rates.

Motion: Approve the 2016 Certificate of Tax Rates and authorize the Chair to sign the written order to impose the rates, **Action:** Approve, Moved by Commissioner Stewart, Seconded by Commissioner Draper.

Commissioner Draper noted the stable incremental growth in Lincoln County's taxable value since 2012.

Paul Baca, Assessor stated the Treasurer had informed him the County's operational tax rate declined this year.

Vote: Motion carried by unanimous vote (summary: Yes = 3).
Yes: Chair Stone, Commissioner Stewart, Commissioner Draper.
Absent: Commissioner Allen, Commissioner Willard

8. Approve Per Diem & Mileage Policy by Resolution 2016-10

Ms. Taylor presented the Resolution to modify the mileage reimbursement rate for employees and elected officials utilizing private vehicles for travel associated with official activities. Ms. Taylor informed the County was required to review and impose the federal mileage reimbursement rate which had declined from .55 cents to .54 cents per mile.

Motion: Adopt Resolution 2016-10, **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by** Commissioner Draper.

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

Yes: Chair Stone, Commissioner Stewart, Commissioner Draper.

Absent: Commissioner Allen, Commissioner Willard

SEE EXHIBIT B: Copy of Resolution 2016-10 is attached hereto in reference thereto made a part hereof.

9. **Approve Resolution 2016-11 & Proclamation call for approval of a General Obligation Bond on the 2016 General Election for the funding and construction of a new hospital**

Ms. Taylor reminded of the prior approval of the Amended and Restated Agreement between Lincoln County and Presbyterian Healthcare Services during the August 24, 2016 Special Meeting. Ms. Taylor discussed the proposed terms and conditions established by the agreement and the intent to finance the construction of a new hospital facility utilizing lease revenues to service the debt for construction. Ms. Taylor also discussed the Board of County Commissioners' plan to submit a question to the voters requesting authorization for issuance of general obligation bonds. Ms. Taylor stated the ballot question would provide the necessary mechanism to obtain voter approval for the construction project and if approved, to secure a stable revenue stream necessary to obtain construction financing. Ms. Taylor clarified the intent was to utilize lease revenues to service the debt and not to impose any tax increase authorized by the authority to issue general obligation bonds.

Chris Muirhead, with the Madral Sperling Law Firm and Bond Counsel for Lincoln County presented the Election Proclamation and associated Resolution 2016-11 which defined the question to be submitted to the voters on the 2016 General Election Ballot. Mr. Muirhead stated the terminology for the question was taken from New Mexico State Statute authorizing the issuance of county general obligation bonds.

Commissioner Draper suggested amending the language of the question to clarify for the voters the intention of the County Commission to utilize lease proceeds to service the debt rather than to impose a tax increase.

Mr. Muirhead explained general obligation bonds were considered the most secure public issuance of debt and discussed the usage of bonds as a legal mechanism to fulfill the debt service if a default or shortfall in the lease payment occurred. Mr. Muirhead stated the approval of a bond did not preclude Lincoln County from utilizing other revenue sources to pay the debt. Mr. Muirhead commented on timing considerations and the need to have revenues on hand for the initial debt service payment so as not to trigger the imposition of the ad valorem tax.

There was discussion regarding the necessary protections for bond holders and the addition of language to clarify for voters the intent to impose the tax "as necessary".

Erick Harrigan, of RBC Capital Markets clarified a General Obligation Bond does commit the taxing authority to repayment of the bond but the actual security documents would contain language which provides for the ability to use all any and all resources for debt service payment which is why it is considered the most securable for of debt issued. Mr. Harrigan expressed belief any minor language change would not affect the "marketability" of the bonds.

Commissioner Stewart suggested a recess to modify the Resolution and the question to add the language, "as necessary" to the question.

Chair Stone recessed the Special Meeting at 9:12 AM and reconvened at 9:26 AM.

Mr. Muirhead stated after conferring with Alan Morel, County Attorney and Mr. Harrigan there was strong agreement to revise the question as follows:

"Shall Lincoln County be authorized to issue up to \$25,000,000 of general obligation bonds, to be paid from property taxes, if necessary, for the purpose of acquiring, constructing, designing, equipping and furnishing, and to acquire land for, a county hospital?"

Motion: Approve the Election Proclamation and Adopt Resolution 2016-11, **Action:** Approve, **Moved by** Commissioner Stewart, **Seconded by** Commissioner Draper.

Chair Stone noted the Proclamation included language which limited the effective interest rate to "not more than ten percent (10%) per year ... And the general obligation bonds shall mature not more than twenty (20) years from their date." Chair Stone questioned what interest rate was anticipated.

Mr. Muirhead stated the interest rate limitation and the maximum maturity date were set by New Mexico State Statute and deferred the question to Mr. Harrigan.

Mr. Harrigan provided background information regarding the issuance of bonds at a fixed rate versus a variable rate and expressed a strong belief these bonds would be issued as "fixed rate" bonds. Mr. Harrigan discussed current market conditions and interest rates and suggested the County could anticipate the sale of the bonds with a 3 1/4% to 3 1/2% interest rate for planning purposes.

Commissioner Draper questioned the timeline for issuance of the bonds relative to the ability to "lock in" an optimal rate in light of current economic uncertainties.

Mr. Harrigan stated if the question was approved by the voters, RBC would monitor the markets and make recommendation to Lincoln County as to the best timing for the sale of the bonds.

Vote: Motion carried by unanimous vote (summary: Yes = 3).
Yes: Chair Stone, Commissioner Stewart, Commissioner Draper.
Absent: Commissioner Allen, Commissioner Willard

SEE EXHIBIT C: Copy of Resolution 2016-10 is attached hereto in reference thereto made a part hereof.

10. Lincoln County Solid Waste Billing-Fox Run Subdivision

Motion: Table Item 10 until the Regular Meeting on September 27, 2016, **Action:** Approve. Moved by Commissioner Draper, Seconded by Commissioner Stewart.

Vote: Motion carried by unanimous vote (summary: Yes = 3).
Yes: Chair Stone, Commissioner Stewart, Commissioner Draper.

11. Signing of Official Documents

12. Next Meeting

Regular Meeting - September 27, 2016

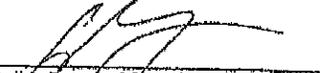
13. Adjournment

There being no further business to come before the Board of County Commissioners, Chair Stone adjourned the meeting at 9:42 AM.

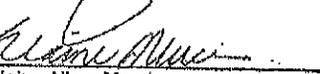
County of Lincoln
Board of County Commissioners



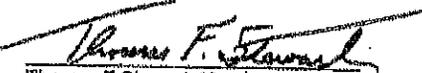
Preston Stone, Chair



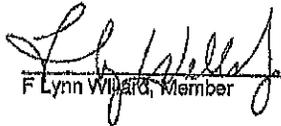
Dallas Draper, Vice Chair



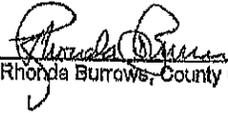
Elaine Allen, Member



Thomas F Stewart, Member


F Lynn Willard, Member

ATTEST:


Rhonda Burrows, County Clerk

September 27, 2016
Date Approved



Nita Taylor

From: Billie-Jo Guevara
Sent: Friday, October 21, 2016 11:46 AM
To: Opconsultants@yahoo.com; Redean88341@yahoo.com; sherillbradford@hotmail.com; gwilliams@ruidosodowns.us; jmcoulton@windstream.net; zach@zachcook.com; TimothyCoughlin@ruidoso-nm.gov; Alan P Morel; Billie-Jo Guevara; Carol Virden (cvirden@ruidosodowns.us); Charlotte Emmons; 'Corona Village Hall'; Curt Temple; Dallas Draper; 'Debra Ingle' (gswa@greentreeswa.org); diane stallings (dcsontheroad@gmail.com); 'Dianne Stallings' ; distallings@windstream.net; Elaine Allen; Elaine Allen; 'George A Douds'; 'Harvey Twite'; 'James Miller Jr. Ph. D'; 'Jim Howard'; Judy Fitzpatrick; karyl williams; Kathleen Phillips-Hellman (mairimouse@gmail.com); Leann Weighbrecht; Lynn Willard ; MAJOR GAIL ; 'Marsha Palmer'; Mary Ann Siegel-Russ (siegbieg1@hotmail.com); Mary E Prudencio; Mike Caggiano (mcaggiano@scmr.cd.org); Nita Taylor; Patrice Brazie (pbrazie11@windstream.net); Paul Wetzel; Peter Aguilar (j.p.aguilar44@hotmail.com); Preston Stone; Samantha Mendez; Santos, Alfred; Steve Duffy; Stuart Butzier ; SUE HUTCHISON (SUEHUTCH@VALORNET.COM); Tom Stewart; 'Todd Russell'; tom; 'Tony Seno'; Van Patton (gvpatton@gmail.com); Beverly Calaway; Donna Harkey; Kim Roper; Linda Archuleta; Paul Baca; Charlene "Punkin" Schlarb; Renee Montes; Rhonda Burrows; Robert Shepperd; Sherrie Huddleston; Whitney Whittaker; Yovanne Lucero
Cc: Nita Taylor
Subject: Agenda Packet October 25, 2016
Attachments: Agenda Packet 10252016.pdf

Billie-Jo Guevara
County of Lincoln
Administrative Assistant/
Human Resources Director
575.648.2385 x 100
575.648-4182

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COUNTY OF LINCOLN
New Mexico
Special Meeting
Board of County Commissioners

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

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

Nita Taylor, County Manager

AGENDA

**County Commission Chambers, Carrizozo, New Mexico, Wednesday,
October 25, 2016 @ 2:00 P.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. Resolution 2016-20; A Resolution of the County Commission of the County of Lincoln, New Mexico affirming the actions of the County Commission undertaken at a Special Meeting held on September 9, 2016; and providing certain other matters in connection therewith.
 - a. Approval of Consent Agenda
 - Approval of Sun Valley Water & Sanitation District Mill Levy Request
 - b. Approval/Imposition of 2015-2016 Property Tax Rates
 - c. Approve Per Diem & Mileage Policy by Resolution 2016-10
 - d. Approve Resolution 2016-11 & Proclamation calling for approval of a General Obligation Bond on the 2016 General Election for the funding and construction of a new hospital
 - e. Lincoln County Solid Waste Billing – Letter to Fox Run Subdivision Landowners
7. Signing of Official Documents
8. Next Meetings:
 - a. November 10, 2016, Special Commission Meeting
 - b. November 15, 2016, Regular Commission Meeting
9. Adjourn

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

LINCOLN COUNTY, NEW MEXICO

RESOLUTION NO. 2016-20

A RESOLUTION OF THE COUNTY COMMISSION OF THE COUNTY OF LINCOLN, NEW MEXICO AFFIRMING THE ACTIONS OF THE COUNTY COMMISSION UNDERTAKEN AT A SPECIAL MEETING HELD ON SEPTEMBER 9, 2016; AND PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the County of Lincoln, New Mexico (the "County") is a legally and regularly created, established, organized and existing county under the general laws of the State of New Mexico; and

WHEREAS, the Board of County Commissioners (the "Commission") is the governing body of the County; and

WHEREAS, the Commission held a special meeting on September 9, 2016 wherein the Commission took action related to various items listed on a publicly available Agenda, attached hereto as Appendix "A"; and

WHEREAS, the Commission's actions and votes related to the items listed on the Agenda are memorialized in approved written minutes of the Commission, attached hereto as Appendix "B"; and

WHEREAS, the Commission desires to affirm its actions taken on September 9, 2016 as set forth in Appendix "B".

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY OF LINCOLN, NEW MEXICO THAT:

Section 1. Affirmation of Prior Acts. All prior acts of the Commission taken during the Special County Commission Meeting held on September 9, 2016, are hereby affirmed as set forth in Appendix "B" attached hereto. In particular, the Commission affirms the following items as listed in the Agenda from the September 9, 2016 special meeting:

- (6) Approval of Consent Agenda
 - (a) Approval of Sun Valley Water and Sanitation District Mill Levy Request.
- (7) Approval/Imposition of 2015-2016 Property Tax Rates
- (8) Approve Per Diem & Mileage Policy by Resolution 2016-10
- (9) Approve Resolution 2016-11 & Proclamation calling for approval of a General Obligation Bond on the 2016 General Election for funding and construction of a new hospital

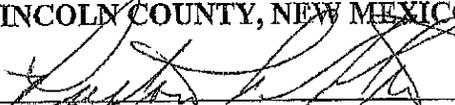
AG Ltr - ENCL 6

(10) Lincoln County Solid Waste Billing – Letter to Fox Run Subdivision Landowners

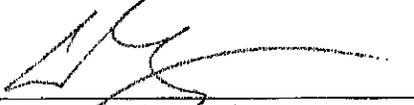
Section 2. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this 25th day of October, 2016.

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

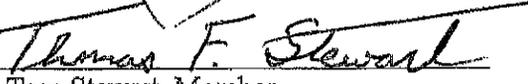


Preston Stone, Chairman



Dallas Draper, Vice Chair

Elaine Allen, Member



Tom Stewart, Member

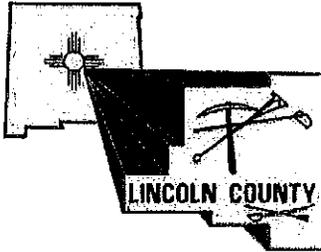
Lynn Willard, Member

ATTEST:



Rhonda Burrows, County Clerk





County of Lincoln

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

www.lincolncountynm.gov

October 25, 2016

Debra Ingle, Operational Supervisor
Greentree Solid Waste Authority
P.O. Box 2405
Ruidoso Downs, NM 88346

Dear Ms. Ingle:

RE: Cancellation of GSWA Dumpster Service to County

As you know, the County cancelled dumpster service provided by GSWA to its EOC office a few months ago, as we had a dumpster available to provide that service to ourselves, through our solid waste collection contractor. We recently ordered and have received additional dumpsters to replace the remainder of those used by GSWA to provide service to the following County locations:

<u>ACCOUNT NO.</u>	<u>LOCATION</u>	<u>MONTHLY RATE</u>	<u>TOTAL DUE</u>
131336	Zia Center – Hondo	\$66.31	\$66.31
131528	EOC Office	\$66.31	\$ 0.00
140109	Zia Sr. Center – Capitan	\$66.31	\$66.31
140111	County Road Dept. - Capitan	\$66.31	\$66.31
150106	County Courthouse – Carrizozo	\$265.23	\$265.23
150119	Zia Center – Carrizozo	\$66.31	\$66.31
150125	New Horizons	\$132.62	\$132.62
151005	Detention Center - Carrizozo	\$315.53	\$315.53
TOTAL		\$978.62	\$978.62

Please consider this correspondence as a cancellation of the dumpster service currently provided by GSWA to the County of Lincoln. This cancellation of service is effective November 1, 2016. The County is in the process of remitting payment for the October, 2016 invoice provided by GSWA. See Enclosure.

Sincerely,

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

ENCL 2

I, or We certify that the articles described herein were received and meet specifications.

GREENTREE SOLID WASTE AUTHORITY
 PO BOX 2406
 RUIDOSO DOWNS, N.M. 88346
 (575)378-4697

COUNTY OF LINCOLN
 ATTN; PUNKIN SCHLARB
 P O BOX 711
 CARRIZOZO, NM 88301

APPROVED FOR PAYMENT
 AMOUNT 663.09 / 315.53
 ACCOUNT NO. 401092111 / 4506231A
Meta Payne 10/25/16
 DEPT HEAD SIGNATURE DATE
 PAID ON _____ CHECK# _____
 PO # _____ CLOSE _Y_ _N_

INVOICE #1116

11/01/16	INVOICE FOR 10/01-10/31
----------	-------------------------

10/01/16	BALANCE FORWARD	Aug Charges	\$ 0.00
----------	-----------------	-------------	---------

ACCT #		MONTHLY CHARGES	TOTAL DUE
131366	ZIA CENTER-HONDO	RATE \$66.31	\$ 66.31
131528	EOC OFFICE	RATE \$66.31	\$ 0.00
140109	ZIA CENTER-CAPITAN	RATE \$66.31	\$ 66.31
140111	LINCOLN COUNTY RD DEPT	RATE \$66.31	\$ 66.31
150106	COUNTY CT-HOUSE	RATE \$265.23	\$ 265.23
150119	ZIA CENTER-CARRIZOZO	RATE \$66.31	\$ 66.31
150125	NEW HORIZON	RATE \$132.62	\$ 132.62
151006	COUNTY CT DETENTION CT	RATE \$ 315.53	\$ 315.53

OCT CHARGES	\$ 978.62
-------------	-----------

REMIT BOTTOM PORTION TO INSURE PROPER CREDIT
 PAST DUE FEE APPLIED AFTER DUE DATE @1.5% OR \$5.00
 WHICHEVER IS GREATEST AMOUNT

DUE DATE: 11/20/2016	TOTAL DUE	\$ 978.62
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RECEIVED BY
 LINCOLN COUNTY
 OCT 24 2016
 FINANCE DEPARTMENT



Greentree Solid Waste Authority
PO Box 2405/ 26590US Hwy 70
Ruidosa Downs, NM 88346
(575) 378-4697 * 1-877-548-8772 Fax (575) 378-4896
www.greentreeswa.org

October 26, 2016

Nita Taylor
Lincoln County Manager
PO Box 711
Carrizozo, New Mexico 88301

Dear Ms. Taylor:

I am in receipt of your letter dated October 25, 2016 wherein you presume to override the authority of the Town of Carrizozo and the Village of Capitan to determine the manner in which solid waste is managed within the boundaries of those municipalities.

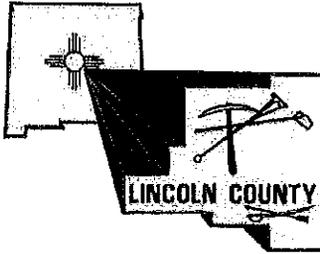
Please be advised that service to the Zia Center in Hondo will be terminated as of November 1, 2016.

Service by Greentree Solid Waste Authority, to the other locations listed in your letter inside the boundaries of the Town of Carrizozo and the Village of Capitan will continue uninterrupted.

Sincerely,

Ray Dean
Chairman
Greentree Solid Waste Authority
gswa@greentreeswa.org

ENCL 3



County of Lincoln

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

www.lincolncountynm.gov

October 28, 2016

Ray Dean, Chairman
Greentree Solid Waste Authority
P.O. Box 2405
Ruidoso Downs, NM 88346

Dear Chairman Dean:

RE: Solid Waste Collection to Lincoln County Owned Property Within Municipalities

I am in receipt of your October 26, 2016 letter advising the County that the Town of Carrizozo and the Village of Capitan have the authority to determine the manner that solid waste is managed within the boundaries of those two municipalities, and that GSWA will continue to provide solid waste collection services inside the boundaries of both those municipalities.

To my knowledge, neither Capitan nor Carrizozo has a mandatory solid waste collection system within its municipal boundary, and I understand both are currently billing for solid waste collection services to residential customers only. I am not aware of any such authority that would limit a commercial account to obtaining service from GSWA only; and would appreciate you providing me the source of those documents you claim to exist.

In any case, it is for the Town of Carrizozo and the Village of Capitan to determine whether they oppose the County's effort to collect its own solid waste rather than utilize the more costly option of having Greentree Solid Waste Authority continue to provide the service.

Lincoln County is now in the solid waste collection business, and, as an elected Councilor for the Town of Carrizozo, you surely agree that it does not make sense for the County (or any governmental entity responsible for safeguarding public funds) to pay another provider for services it can provide to itself.

Because we are going to begin to collect our solid waste from county-owned dumpsters located on County-owned property on November 1st, please arrange to have your dumpsters removed, as the general public may be inclined to use them if left at the current locations. The County will not be paying that monthly bill. Again, the County's cancellation of GSWA's solid waste collection service is effective November 1, 2016.

Sincerely,

Nita Taylor
Lincoln County Manager
575.808.1379
NTaylor@lincolncountynm.gov

ENCL 4

Nita Taylor

From: Nita Taylor
Sent: Tuesday, November 01, 2016 9:45 AM
To: Yovanne Lucero; Carrizozo City Hall (zozocityhall@tularosa.net)
Cc: Nita Taylor
Subject: FW: Cancellation of GSWA Solid Waste Collection Svcs
Attachments: 10.25.16 Ltr of Cancellation of GSWA Solid Waste Collection Svcs to County of Lincoln.pdf; 10 26 15 Response Ltr from Chair RayDean toTaylor N_re cancellation of service.pdf; 10.28.16 County Response to GSWA Chair Dean.pdf

Importance: High

Good morning Mayor Lucero and Leann,

Attached please find the October 25, 2016 letter from the County of Lincoln to GSWA cancelling dumpster service to numerous locations throughout the County, for County-owned/operated sites within the Village of Capitan and the Town of Carrizozo and at the Hondo Sr. Center.

The attached October 26, 2016 response letter from Ray Dean, Chairman of the GSWA Board, claimed that such action by the County was presuming to override the authority of the Town of Carrizozo and the Village of Capitan to determine the manner in which solid waste is managed within the boundaries of those municipalities, and that the GSWA service to County owned/operated sites within the Village of Capitan and the Town of Carrizozo would continue uninterrupted. The County owned/operated sites within the Town of Carrizozo include the Detention Center, New Horizons' Developmental Center, County Courthouse/Elected Officials Complex, and the Senior Center.

The attached October 28, 2016 letter from the County back to GSWA responded that the County is not aware that either the Village of Capitan, or the Town of Carrizozo has a mandatory solid waste collection system within their municipal boundaries that would limit a commercial account to obtaining service from GSWA only.

Mayor Lucero, I appreciate your time spent checking into this matter, and confirming that the Town of Carrizozo does not have any adopted policy that would prevent the County from selecting its solid waste provider, as other commercial accounts within the municipality choose their commercial provider. As you know, such transactions do not involve the municipal government at all; they are business agreements between the commercial accounts and GSWA.

I would appreciate a confirming response that the Town of Carrizozo has no adopted policy that would prevent the County from using its own contractor, Sierra Contracting LLC, for the collection of solid waste at its for locations mentioned above: the Detention Center, New Horizons' Developmental Center, County Courthouse/Elected Officials Complex, and the Senior Center.

Respectfully,

Nita Taylor
Lincoln County Manager
PO Box 711, Carrizozo, NM 88301
300 Central Ave.
575-648.2385 x101

Nita Taylor

From: Nita Taylor
Sent: Tuesday, November 01, 2016 9:12 AM
To: dennis@dennishaskell.com; Laura McInnes (voc@villageofcapitan.org)
Cc: Nita Taylor
Subject: FW: Cancellation of GSWA Solid Waste Collection Svcs
Attachments: 10.25.16 Ltr of Cancellation of GSWA Solid Waste Collection Svcs to County of Lincoln.pdf; 10 26 15 Response Ltr from Chair RayDean toTaylor N_re cancellation of service.pdf; 10.28.16 County Response to GSWA Chair Dean.pdf

Importance: High

Good morning Mayor Haskell and Laura,

Attached please find the October 25, 2016 letter from the County of Lincoln to GSWA cancelling dumpster service to numerous locations throughout the County, for County-owned/operated sites within the Village of Capitan and the Town of Carrizozo and at the Hondo Sr. Center.

The attached October 26, 2016 response letter from Ray Dean, Chairman of the GSWA Board, claimed that such action by the County was presuming to override the authority of the Town of Carrizozo and the Village of Capitan to determine the manner in which solid waste is managed within the boundaries of those municipalities, and that the GSWA service to County owned/operated sites within the Village of Capitan and the Town of Carrizozo would continue uninterrupted. The County owned/operated sites within the Village of Capitan include the Road Yard (owned and operated by the County) and the Senior Center (owned by the Village of Capitan and operated by the County).

The attached October 28, 2016 letter from the County back to GSWA responded that the County is not aware that either the Village of Capitan, or the Town of Carrizozo has a mandatory solid waste collection system within their municipal boundaries that would limit a commercial account to obtaining service from GSWA only.

I appreciate your time this morning for checking into this matter, and confirming that the Village does not have any adopted policy that would prevent the County from selecting its solid waste provider, as other commercial accounts within the municipality choose their commercial provider. As we discussed, such transactions do not involve the municipal government at all; they are business agreements between the commercial accounts and GSWA.

I would appreciate a confirming response that the Village of Capitan has no adopted policy that would prevent the County from using its own contractor, Sierra Contracting LLC, for the collection of solid waste at its two locations, the Capitan Road Yard and the Capitan Senior Center.

Respectfully,

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



This electronic version is provided for informational purposes only. For the official version please contact the municipality.

Village of Capitan, NM - Archive 2014-09-24

Chapter 188. SOLID WASTE

[HISTORY: Adopted by the Board of Trustees of the Village of Capitan 6-14-1999 by Ord. No. 99-1 (Title 9, Ch. 4, of the 2002 Code). Amendments noted where applicable.]

GENERAL REFERENCES

Nuisances — See Ch. 155.

Offenses — See Ch. 160.

Utility payments — See Ch. 205.

§ 188-1. Definitions.

For the purposes of this chapter, the following terms shall have the meanings ascribed to them in this section:

BUSINESS, COMMERCIAL ESTABLISHMENT OR INSTITUTION

Any building, structure, or premises not defined as a "residence."

COMMERCIAL GARBAGE

Any garbage produced by a business, commercial establishment or institution.

GARBAGE

All putrescible wastes from kitchens, pantries, dining rooms, or other parts of hotels, restaurants, boardinghouses, tenement houses, dwelling houses, markets, meat or poultry houses, factories or any other place where meat, fish, fowl, fruits or vegetables are prepared for food for consumption, and all household waste containing organic matter that has resulted from the preparation of foods or other such worthless, offensive matter, that accumulation of which may create a nuisance or may be deleterious to public health or offensive to sight or smell.

REFUSE

Nonputrescible solid waste such as cinders, ashes, wastepaper, excelsior, rags, wooden, cardboard or paper boxes, bottles, broken ware, tin cans, metal scraps, small mechanical parts, shavings, floor sweepings, and all other things of a similar nature but shall not include debris resulting from construction, reconstruction, or repair of premises, fallen trees, tree limbs, yard clippings, grass cuttings, yard cleaning, or other waste matter that is not properly contained as hereinafter provided.

RESIDENCE

Any building or structure used solely as a family domicile, including single- or multifamily dwelling units, apartments, rooming houses, and boardinghouses, but shall not include hotels, tourist cabins, motels, motor courts, trailer courts, or apartment hotels.

TRASH

All putrescible and nonputrescible solid wastes, including garbage, rubbish, ashes, dead animals, fallen trees, tree limbs, yard clippings, grass cuttings, yard cleaning, and solid market and industrial wastes, but shall not include debris resulting from construction, reconstruction or repairs of premises.

§ 188-2. Authority of Village Clerk.

The Village Clerk, in order to protect the health and safety of the people of the Village, shall implement and enforce the provisions of this chapter, to control the storage, collection and disposal of refuse within the Village

ENCL 6

and assess a reasonable general sanitation fee of each owner, occupant, tenant, or lessee using or occupying any building, house, structure or grounds.

§ 188-3. Liability for collection fee.

[Amended 11-12-2002 by Ord. No. 2002-06] Each owner, lessee, tenant or occupant of any premises where garbage, refuse and trash are created, accumulated or subject to collection who is a resident or responsible party with a Village water tap, pursuant to Chapter 205, Utility Payments, § 205-2, in the Village, shall pay the Village or its designated contractor or agent for collection of garbage, refuse and trash.

§ 188-4. Establishment of collection fees.

[Amended 11-12-2002 by Ord. No. 2002-06] The Village is an owner/member of the Lincoln County Solid Waste Authority (LCSWA). Pursuant to the joint powers agreements creating LCSWA, the Village has authorized LCSWA to set rates from time to time for the collection and removal of solid waste within the Village limits.

§ 188-5. Contract for services; receptacles.

- A. Authority of Village. The Village shall contract for the collection of residential and commercial garbage, refuse and trash within the confines of the Village.
- B. Contractor to provide polycarts. As a part of said contract, the contractor shall provide a "polycart" to each residence for solid waste collection.

§ 188-6. Container requirements.

[Amended 11-12-2002 by Ord. No. 2002-06]

A. Containers for garbage.

- (1) Each owner, occupant, tenant or lessee using or occupying any building, house, structure or grounds within the boundaries of the Village shall be provided with watertight containers (polycarts) for garbage.
- (2) Residential garbage must be drained of all liquids and sacked or wrapped in plastic before the parcel is placed in the polycart.
- (3) Garbage containers (polycarts) shall be maintained in a sanitary condition and shall be thoroughly cleaned as needed.

B. Containers for refuse. In addition to the receptacles specified for garbage, each owner, occupant, tenant, or lessee using or occupying any building, house, structure or grounds within the Village shall provide receptacles for holding refuse as set forth in this chapter.

- (1) Each resident must use the same containers for refuse as those specified for garbage in this chapter.
- (2) Each business or commercial establishment will be provided with a polycart or dumpster. Dumpsters and polycarts shall be maintained in a sanitary manner.
- (3) All large refuse such as boxes, cartons and crates shall be collapsed before being placed in containers. Ashes shall not be placed in the same receptacle with any inflammable substances but shall be placed in a proper container and disposed of in a manner so as to prevent fire. All ashes shall be soaked with water to extinguish any live embers. Ashes and any debris which results from the construction or repair of premises shall not be placed with other trash for collection; it shall be disposed of directly by the workmen or person or persons owning, occupying or leasing the premises wherein such debris is accumulated.

C. Lids and covers of trash containers. The lids or covers of containers (polycarts) shall be at all times kept secure so that flies and other insects may not have access to the contents thereof; such lids or covers shall only be removed while the containers and receptacles are being filled, emptied or cleaned.

D. Placement of polycarts. Receptacles or containers of the type used for garbage or residential refuse shall be placed in the front of the residence next to the driveway or in the street easement. This location will facilitate collection in all weather conditions.

E. Inspection of garbage and trash receptacles. The Village Clerk or his designee may require inspections to secure compliance with this chapter with reference to receptacles for garbage and refuse. The Village Clerk or his designee shall notify the owners or occupants of the property upon which violations occur. The Village Clerk, utility supervisor, and/or their designated representative shall, upon permission of the owner or occupant, have the right to enter commercial and business establishments for inspection purposes. These provisions for inspection shall in no way limit the right of representatives of the state or local health department or representatives of the Building or Fire Department from inspecting the premises of any commercial or business establishment and enforcing abatement of unsanitary or unsafe conditions found therein. If necessary action to remedy a violation as set forth in this is not taken within 15 days, the Village Clerk shall file a complaint in Municipal Court.

§ 188-7. Sanitary condition of premises.

The owner, occupant, tenant or lessee of any premises within the Village shall be responsible for the sanitary conditions of the premises occupied by him, and no person shall keep in or about any premises occupied by him any garbage or refuse as herein defined unless the same is kept in authorized containers or for any person to bury, dump or deposit or cause to be buried, dumped or deposited upon any street or alley or premises any garbage, refuse or trash of any kind whatsoever.

§ 188-8. Burning of refuse.

All burning of trash in the streets and alleys is prohibited. Where not prohibited, refuse may be burned on private premises in any incinerator which has been approved by the Fire Chief or health authority of the Village. No garbage shall be burned. No cans, cartons, wrappings containing food or organic waste, hair, wool, rubber, plastic or any other substance which would create offensive, obnoxious, or dangerous fumes or odors shall be burned.

§ 188-9. Hauling of garbage or refuse.

A. Allowing refuse to fall from vehicle. No person shall haul or cause to be hauled on or along any public street or alley in the Village any garbage or refuse unless such materials shall be contained in vehicles or receptacles so constructed as to prevent the contents from falling, leaking, blowing, or spilling therefrom, any odor escaping therefrom and to prevent any flies, insects or rodents from having access to the contents thereof.

B. Pick up refuse falling from vehicle. Every person who hauls any refuse on or along any street or alley of the Village shall immediately pick up any refuse which falls from his vehicle or conveyance and replace it into the vehicle or conveyance.

§ 188-10. Scavengers.

A. Removing lid of container. No person not authorized by the owner of a trash container shall remove the lid from such trash container in order to remove, collect or disturb the trash stored in such container.

B. Removing trash; scattering. No person shall remove any trash from a container or scatter the same upon a public alley, street or sidewalk.

C. Tipping over container. No person shall tip over or scatter any trash or garbage.

§ 188-11. Medical waste.

No person shall deposit any medical waste including needles or syringes in any container that is accessible to children.

§ 188-12. Throwing refuse into rivers, streams or bar ditches.

It shall be unlawful for any person to drain any water, slop or other substance whatsoever, or to throw cans, wire,

broken glassware, crockery, bottles, bones, weeds, rubbish, cast-off clothing, shoes, paper, dead animals, or any other filth or trash of any kind whatsoever into the rivers, streams, or bar ditches within the Village.

§ 188-13. Unlawful disposal of refuse.

A. Discarding refuse. It shall be unlawful to discard refuse:

- (1) On public property in any manner other than by placing the refuse in a receptacle provided for that purpose by any responsible governmental authority, or otherwise in accordance with lawful directions; or
- (2) On private property not owned or lawfully occupied or controlled by the person, except with the consent of the owner, lessee, or occupant thereof.

B. Issuance of citation. The use of uniform traffic citations is authorized for the enforcement of this chapter.

SECTION 8-3

GARBAGE

- 8-3-1 Police Power Exerised
- 8-3-2 Municipality to Haul Garbage and Rubbish
- 8-3-3 Others Prohibited From Hauling Without Permits
- 8-3-4 Municipality to Handle Receptacles
- 8-3-5 Definitions
- 8-3-6 Fees
- 8-3-7 Burning of Garbage Unlawful
- 8-3-8 Containers and Disposal of Other Items
- 8-3-9 Revocation of Permit
- 8-3-10 Governing Body to Make Rules and Regulations
- 8-3-11 Accumulation of Garbage and Rubbish Prohibited
- 8-3-12 Section to be Enforced by Superintendent of Sanitation

8-3-1 POLICE POWER EXERCISED: This Section shall be deemed an exercise of the police power of the Municipality acting in its governmental capacity for the protection and preservation of health, welfare, morals, safety and cleanliness, and all of its provisions shall be liberally construed for the accomplishment of that purpose.

8-3-2 MUNICIPALITY TO HAUL GARBAGE AND RUBBISH: The Municipality, its duly authorized agents, contractors, servants, employees or licensees shall have the exclusive right to gather and collect garbage and rubbish, and it shall be unlawful for any person, except as otherwise provided in this section to collect or gather garbage and/or rubbish.

8-3-3 OTHERS PROHIBITED FROM HAULING WITHOUT PERMIT: It shall be unlawful for any person other than the Municipality, its agents or employees, to collect or convey through, over or upon any street or alley, any rubbish, garbage, as in this Section defined, for other than themselves without first securing permit from the Sanitation Officer so to do.

8-3-4 MUNICIPALITY TO HANDLE RECEPTACLES: It shall be unlawful for any person other than the Municipality, its agents or employees, or a person having a contract for such purpose to interfere in any manner with any receptacle containing garbage or rubbish, or any form of refuse, or to remove any receptacle from the location where the same was placed by the owner thereof or to remove any of the contents of such receptacle.

RET 11/88

0-3-5 DEFINITIONS: The term "garbage" shall be interpreted to mean all putrescible wastes, except sewage and body wastes, but excluding recognizable industrial by-products, and shall include all such substances from public and private establishments and from all residences.

The term "refuse and trash" shall include non-putrescible wastes.

0-3-6 FEES: The following fees shall be charged for the collection and disposal of garbage for residential and commercial consumers:

8-3-7 BURNING OR GARBAGE UNLAWFUL: It shall be unlawful for any person to burn garbage or refuse within the Municipality except waste paper, boxes, brush, grass, weeds and cuttings from trees, lawns and gardens for which during the fire season a permit must be had from the Fire Chief of the Municipality.

8-3-8 CONTAINERS AND DISPOSAL OF OTHER ITEMS: It shall be unlawful for any owner or occupant of any public or private premises to permit to accumulate upon his premises any garbage or refuse except in covered containers approved by the Superintendent of Sanitation. Such containers shall be containers shall be constructed of metal in such a manner as to be strong, not easily corrodible, rodent proof, with two (2) handles, a capacity of not more than thirty (30) gallons, which shall be in place at all times except when garbage or refuse is being deposited therein or removed therefrom. Such containers shall be maintained in a sanitary condition at all times and shall be kept in a rack or device so as to prevent them from being overturned by animals. In the event that garbage and one or more types of refuse are disposed of separately, separate containers must be had if required by the Superintendent of Sanitation. Boxes, papers, tree cuttings and all odd articles shall be crushed and/or bundled in lengths no to exceed five feet (5') and not the exceed fifty (50) pounds in weight, except articles taken in special hauls.

8-3-9 REVOCATION OF PERMIT: Any person hauling rubbish and/or garbage under a permit issued by the Superintendent of Sanitation to do so shall obey all the laws of the Municipality and laws of the State as well as the rules and regulations of the Governing Body with regard to the storage and disposal of rubbish and garbage. Any failure to obey any of such laws or rules and regulations shall be sufficient grounds for the revocation of the permit to haul rubbish or garbage as issued by the Superintendent of Sanitation.

8-3-10 GOVERNING BODY TO MAKE RULES AND REGULATIONS: The Governing Body of the Municipality shall have power to make such further rules and regulations for the storage and disposal of rubbish and garbage as may be necessary to effectuate and facilitate the provisions of this Section.

8-3-11 ACCUMULATION OF GARBAGE AND RUBBISH PROHIBITED: It shall be unlawful for any person to deposit, collect or accumulate or permit the deposit, collection or accumulation of any garbage, with the Municipality.

8-3-12 SECTION TO BE ENFORCED BY SUPERINTENDENT OF SANITATION: The Superintendent of Sanitation or other designated officer of the Municipality is hereby charged with the duty of enforcing the provisions of this Section.

ZACH COOK, LLC

Attorney at Law

1703 Sudderth Dr. #425
Ruidoso, New Mexico 88345

(575) 258-2202
(575) 993-5362/fax
zach@zachcook.com

November 10, 2016

Alan Morel
P.O. Box 1030
Ruidoso, New Mexico 88355
*Via email: apmpa@apmpa.com
apmap@valornet.com*

Re: Village of Capitan solid waste

Dear Mr. Morel:

I am the attorney for the Village of Capitan.

Section 188-5 of the Village Code of Ordinances provides that "the Village shall contract for the collection of residential and commercial garbage, refuse and trash within the confines of the Village."

Section 188-4 provides that "the Village is an owner/member of the Lincoln County Solid Waste Authority...Pursuant to the joint powers agreements creating LCSWA, the Village has authorized LCSWA to set rates from time to time for the collection and removal of solid waste within the Village limits."

The Village Clerk advised me last week that Nita Taylor has requested that the Capitan Board of Trustees consider Ms. Taylor's request that the county be exempted from the village's ordinances and allowed to place its own solid waste receptacles inside the village limits. Soon after making that request, the county placed its own solid waste receptacles inside the village limits.

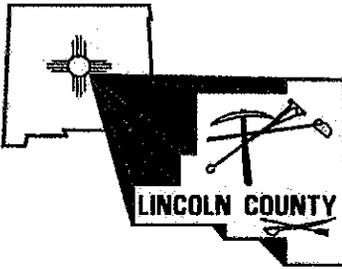
ENC 8

I am writing you today that request that you provide me any legal authority that would authorize the county to disregard the Village's ordinances and place solid waste receptacles inside the Village of Capitan. In the event that you are unable to provide such legal authority, the Mayor has asked me to request that the county remove its receptacles until the village has had an opportunity to consider Ms. Taylor's request for an exemption to the village's ordinances. The Mayor also asked me to express to you his disappointment that the county would place the dumpsters in the village prior to any meeting of the governing body to discuss Ms. Taylor's request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Zach Cook', written in a cursive style.

Zach Cook



www.lincolncountynm.gov

County of Lincoln

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

AGENDA NO. 17

November 8, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Operational Resolutions and Schedules of Meetings

Purpose: To obtain approval of three operational resolutions and three additional board/committee/commission monthly meeting dates.

Discussion: Each year Commissioners are required to approve the three enclosed Operational Resolutions as follows:

1. Regular Commission Meeting Dates – Resolution 2016-15 (Enclosure 1)
2. The Holiday Schedule – Resolution 2016-14 (Enclosure 2)
3. The Open Meetings Act – Resolution 2016-16 (Enclosure 3)

In addition, the county publishes the following commission/committee meeting schedules in the papers of local circulation:

1. LANRAC will be scheduled when needed by the Commission.
2. Lincoln County Planning Commission – 1:00 PM – First Wednesday of each month
3. The Lincoln Historic Preservation Board – 7:00 PM – Third Thursday of each month
4. The Lodger's Tax Committee – 10:00 AM – Las Tuesday of each month (Except in December when there will be no meeting)

Recommendation: Approve Resolution 2016-14, 2016-15, 2016-16 and the schedules for the other board/committees/commission meetings.

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

RESOLUTION NO. 2016-15

WHEREAS, the Governing Body in and for the County of Lincoln, State of New Mexico, meeting in a regular session on the 15th day of November 2016, has set the meeting dates for the Lincoln County Board of Commissioners; and

WHEREAS, the Lincoln County Board of Commissioners shall meet at 8:30 A.M. in the Commission Chambers at the Lincoln County Courthouse, in Carrizozo, New Mexico, unless otherwise specified.

NOW, THEREFORE, BE IT RESOLVED that the Lincoln County Board of Commissioners hereby adopts the following regular meeting dates unless otherwise specified:

Tuesday, January 10, 2017	Tuesday, August 15, 2017
Tuesday, February 21, 2017	Friday, September 8, 2017
Tuesday, March 21, 2017	(Special Meeting Impose Property Tax Rates)
Tuesday, April 18, 2017	Tuesday, September 19, 2017
Tuesday, May 16, 2017	Tuesday, October 17, 2017
Tuesday, June 20, 2017	Tuesday, November 21, 2017
Tuesday, July 18, 2017	Tuesday, December 19, 2017

RESOLVED IN BOARD ACTION this 15th day of November 2016.

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

Preston Stone, Chairman

Dallas Draper, Vice-Chair

Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

Rhonda Burrows, County Clerk

ENC 12

RESOLUTION NO. 2016-14

WHEREAS, the Governing Body in and for the County of Lincoln, State of New Mexico, meeting in a regular session on the 15th day of November 2016, has approved and adopted the Official Holiday Calendar for Lincoln County.

NOW, THEREFORE, BE IT RESOLVED that the Lincoln County Board of Commissioners hereby adopts the following as the Official Holiday Calendar for Lincoln County.

New Year's Day	will be observed on Monday, January 2, 2017
Martin Luther King, Jr. Birthday	will be observed on Monday, January 16, 2017
Presidents' Day	will be observed on Monday, February 20, 2017
Good Friday	will be observed on Friday, April 14, 2017
Memorial Day	will be observed on Monday, May 29, 2017
Independence Day	will be observed on Tuesday, July 4, 2017
Labor Day	will be observed on Monday, September 4, 2017
Columbus Day	will be observed on Monday, October 9, 2017
Veterans Day	will be observed on Friday, November 10, 2017
Thanksgiving Day	will be observed on Thursday, November 23, 2017 and Friday, November 24, 2017
Christmas Day	will be observed on Monday, December 25, 2017 and Tuesday, December 26, 2017

RESOLVED IN BOARD ACTION this 15th day of November 2016.

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

Preston Stone, Chairman

Dallas Draper, Vice-Chair

Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

Rhonda Burrows, County Clerk

ENCL 2

RESOLUTION NO. 2016-16

OPEN MEETINGS ACT

WHEREAS, the Lincoln County Board of Commissioners met in regular session at Carrizozo, New Mexico, on the 15th day of November, 2016, at 8:30 a.m. as required by law; and

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (Sections 10-15-1 to 10-15-4, NMSA 1978) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meeting subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the Lincoln County Board of Commissioners to determine annually what constitutes reasonable notice of its public meetings.

NOW, THEREFORE, BE IT RESOLVED by the Lincoln County Board of Commissioners that:

1. Regular meetings of the Lincoln County Board of Commissioners shall ordinarily be held each month at a time and place designated in a public notice. The date, time and place, along with a list of specific items of business to be discussed or transacted shall appear on an agenda and shall be made available to the public and news media through email, posting on the County's website, and posting on the exterior window of the Lincoln County Commission Chamber Building located in Carrizozo, New Mexico by the Lincoln County Manager's Office at least seventy two (72) hours prior to the meeting.
2. Special meetings of the Lincoln County Board of Commissioners may be called by the Chair or a majority of the members upon three (3) days' notice. A public notice shall include an agenda for the meeting or information regarding how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy two (72) hours before any special meeting and shall be made available to the public and news media through email, posting on the County's website, and posting on the exterior window of the Lincoln County Commission Chamber Building, Carrizozo, New Mexico by the Lincoln County's Manager's Office.

3. Emergency meetings of the Lincoln County Board of Commissioners will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Lincoln County Board of Commissioners will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chair or a majority of the members upon three (3) hours notice, unless threat of personal injury or property damage requires less notice. Notice for all emergency meetings shall include an agenda for the meeting or information regarding how the public may obtain a copy of the agenda and shall be made available to the public and news media through email, posting on the County's website, and posting on the exterior window of the Lincoln County Commission Chamber Building, Carrizozo, New Mexico by the Lincoln County Manager's Office. Within ten (10) days of taking action on an emergency matter, the public body shall report to the attorney general's office the action taken and the circumstances creating the emergency; provided that the requirement to report to the attorney general is waived upon the declaration of a state or national emergency as required by Section 10-15-1(F), NMSA 1978.
4. For the purposes of regular meetings described in paragraph 1 of this resolution, notice requirements shall be met by the Lincoln County Manager annually posting and maintaining on the bulletin board at the Lincoln County Courthouse a copy of this resolution, as well as a notice setting forth the days and times of the regular meetings which have been set by resolution. Changes effecting the date of a regularly scheduled meeting will be mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
5. For the purposes of special meetings and emergency meetings described in paragraphs 2 and 3 of this resolution, notice requirements shall be met by posting notices in the office of the Lincoln County Manager as described above and shall be made available to the public and news media through email and posting on the County's website. The Lincoln County Manager's Office shall provide notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

Every effort shall be made to follow the latest version of Robert's Rules of Order. Robert's Rules of Order shall be specifically modified to allow the Chair to vote in all instances.

6. The Lincoln County Board of Commissioners may recess and reconvene a meeting to a day subsequent to that stated in the meeting notice if, prior to recessing, the Board specifies the date, time and place for continuation of the meeting and, immediately following the recessed meeting, posts notice of the date, time and place for the reconvened meeting on or near the door of the place

where the original meeting was held and in at least one other location appropriate to provide public notice of the continuation of the meeting. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting under Section 10-15-1(E) of the Open Meetings Act.

7. Individuals with disabilities who are in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in hearings or meetings may contact the County Manager's Office at 575-648-2385 at a suggested minimum of one (1) week prior to the meeting or as soon as is possible. Individuals with disabilities who are in need of a summary or any other type of accessible format may contact the County Manager's Office.
8. The Lincoln County Board of Commissioners may close a meeting to the public only if the subject matter of such discussion or action is excepted from the Open Meeting requirement under Section 10-15-1(H) of the Open Meetings Act.
 - (A) The closure, if made in an open meeting, shall be approved by a majority vote of a quorum of the Lincoln County Board of Commissioners; the authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion calling for the vote on a closed meeting; the vote shall be taken in an open meeting; and the vote of each individual member shall be recorded in the minutes. Only those subjects announced or voted upon prior to closure by the Lincoln County Board of Commissioners may be discussed in the closed meeting.
 - (B) If a closure is called for when the Lincoln County Board of Commissioners is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and stating with reasonable specificity the subjects to be discussed, is given to the members and the general public.
 - (C) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state that the matters discussed in the closed meeting were limited only to those specified in the motion for closure or in the notice of the separate closed meeting. This statement shall be approved by the Lincoln County Board of County Commissioners as a part of the minutes.
9. Pursuant to Section 10-15-1(C) NMSA 1978, a member or members of the Lincoln County Board of Commissioners may participate in a meeting of the Board by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member or members to attend the meeting in person, provided that each member participating

by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

10. Public Comment.

A. So that freedom of speech is unrestricted:

i. Anyone will be allowed an opportunity to speak during the public comment period of a Lincoln County Board of Commissioner's open meeting.

ii. Speakers may discuss any subject during the public comment period.

B. In order to promote orderly, efficient meetings respectful of everyone's time:

i. Speakers shall be required to sign in prior to the beginning of an open meeting on the Public Comment Sign-In Sheet provided in Commission Chambers, and shall provide his/her name, and telephone number. Speakers shall be recognized by the Chair.

ii. A speaker shall state his/her name for the record.

iii. All speakers will be limited to a three (3) minute comment period.

iv. No speaker will be permitted to speak more than one (1) time; no rebuttal to the comments of others will be permitted.

v. The public comment period will be on the Commission's agenda for regular meetings.

vi. Comments, applause and other interruptions from the audience are not permitted.

C. In order to promote orderly meetings so that attendees feel safe and secure in their attendance:

i. Threatening/abusive or personal attacks will not be allowed and the Chair of the Lincoln County Board of Commissioners may impose additional restrictions as necessary.

ii. Comments by speakers will only be addressed to the Lincoln County Board of County Commissioners.

PASSED, ADOPTED AND APPROVED this 15th day of November, 2016.

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

Preston Stone, Chairman

Dallas Draper, Vice Chair

Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

Rhonda Burrows, County Clerk

County of Lincoln

300 Central Avenue
P. O. Box 711
Carrizozo, New Mexico 88301

(575) 648-2385
FAX (575) 648-4182

December 27, 2016

NOTICE OF PUBLIC MEETINGS

NOTICE is hereby given that the **Lincoln County Planning Commission** will hold its regularly scheduled meetings at the Lincoln County Courthouse (Commission Chambers) in Carrizozo, New Mexico, at 1:00 p.m., on the following dates:

Wednesday, January 4, 2017
Wednesday, February 1, 2017
Wednesday, March 1, 2017
Wednesday, April 5, 2017
Wednesday, May 3, 2017
Wednesday, June 7, 2017

Wednesday, July 5, 2017
Wednesday, August 2, 2017
Wednesday, September 6, 2017
Wednesday, October 4, 2017
Wednesday, November 1, 2017
Wednesday, December 6, 2017

A proposed Agenda will be available at least seventy-two (72) hours before the meeting from the Lincoln County Planning Office, 109 Kansas City Road, Ruidoso, New Mexico or from the County Manager's Office, Lincoln County Administration Building, Carrizozo, New Mexico and on the Official Lincoln County website.

Changes affecting the date and/or location of a regular scheduled meeting will be mailed to newspapers of general circulation in Lincoln County and notices will be posted on the official bulletin board in the Lincoln County Administration Building, 300 Central Avenue, Carrizozo.

Special meetings of the Lincoln County Planning Commission may be called by the Chairman or a majority of the members upon three (3) days notice. For the purpose of special meetings, notice requirements will be met by posting notices on the official bulletin board in the Lincoln County Administration Building and notifying the news media.

If you are an individual with a disability who is in need of an auxiliary aid or service, please contact 575/648-2385 at least 48 hours in advance of the meeting.

BILLIE-JO GUEVARA
ADMINISTRATIVE ASSISTANT/
HUMAN RESOURCES DIRECTOR

PUBLISH: Lincoln County News on December 29, 2016

County of Lincoln

300 Central Avenue
P. O. Box 711
Carrizozo, New Mexico 88301

PHONE (575)648-2385
FAX (575) 648-4182

December 27, 2016

NOTICE OF PUBLIC MEETING

NOTICE is hereby given that the **Lincoln County Lodger's Tax Committee** will hold its regularly scheduled meetings at the County Annex (Substation Office) 109 Kansas City Road, Ruidoso, New Mexico, at 10:00 a.m., to the following dates:

Tuesday, January 31, 2017
Tuesday, February 28, 2017
Tuesday, March 28, 2017
Tuesday, April 25, 2017
Tuesday, May 30, 2017
Tuesday, June 27, 2017

Tuesday, July 25, 2017
Tuesday, August 29, 2017
Tuesday, September 26, 2017
Tuesday, October 31, 2017
Tuesday, November 28, 2017
December 26, 2017 No Meeting

A proposed Agenda will be available at least seventy-two (72) hours before the meeting from the County Manager's Office, Lincoln County Administration Building, Carrizozo, New Mexico and on the Official Lincoln County website.

Changes affecting the date and/or location of a regular scheduled meeting will be mailed to newspapers of general circulation in Lincoln County and notices will be posted on the official bulletin board in the Lincoln County Administration Building, 300 Central Avenue, Carrizozo.

Special meetings of the Lincoln County Lodger's Tax Committee may be called by the Chairman or a majority of the members upon three (3) days notice. For the purpose of special meetings, notice requirements will be met by posting notices on the official bulletin board in the Lincoln County Administration Building and notifying the news media.

If you are an individual with a disability who is in need of an auxiliary aid or service, please contact 575/648-2385 at least 48 hours in advance of the meeting.

BILLIE-JO GUEVARA
ADMINISTRATIVE ASSISTANT/
HUMAN RESOURCES DIRECTOR

PUBLISH: Lincoln County News on December 29, 2016

COUNTY OF LINCOLN

**300 Central Avenue
Post Office Box 711
Carrizozo, New Mexico 88301**

**Phone: 575/648-2385
Fax: 575/648-4182**

December 27, 2016

NOTICE OF PUBLIC MEETINGS

NOTICE is hereby given that the **Lincoln Historic Preservation Board** will hold its regularly scheduled meetings at the Community Church in Lincoln, New Mexico, at 7:00 p.m. on the following dates:

Thursday, January 19, 2017	Thursday, July 20, 2017
Thursday, February 16, 2017	Thursday, August 17, 2017
Thursday, March 16, 2017	Thursday, September 21, 2017
Thursday, April 20, 2017	Thursday, October 19, 2017
Thursday, May 18, 2017	Thursday, November 16, 2017
Thursday, June 15, 2017	Thursday, December 21, 2017

A proposed Agenda will be available at least seventy-two (72) hours before the meeting from the Lincoln County Planning Office, 109 Kansas City Road, Ruidoso, New Mexico or from the County Manager's Office, Lincoln County Administration Building, Carrizozo, New Mexico and on the Official Lincoln County website.

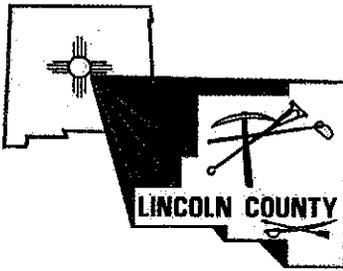
Changes affecting the date and/or location of a regular scheduled meeting will be mailed to newspapers of general circulation in Lincoln County and notices will be posted on the official bulletin board in the Lincoln County Administration Building, 300 Central Avenue, Carrizozo.

Special meetings of the Lincoln Historic Preservation Board may be called by the Chairman or a majority of the members upon three (3) days notice. For the purpose of special meetings, notice requirements will be met by posting notices on the official bulletin board in the Lincoln County Administration Building and notifying the news media.

If you are an individual with a disability who is in need of an auxiliary aid or service, please contact 575/648-2385 at least 48 hours in advance of the meeting.

BILLIE-JO GUEVARA
ADMINISTRATIVE ASSISTANT/
HUMAN RESOURCES DIRECTOR

PUBLISH: Lincoln County News on December 29, 2016



www.lincolncountynm.gov

County of Lincoln

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

AGENDA ITEM 18

November 15, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, County Manager 

SUBJECT: Annual Capital Assets Inventory Certification

Purpose: To certify the 2015-2016 annual inventory listing

Discussion: For FY 15-16, this year's annual inventory of chattels and equipment valued at \$5,000 and above, known as capital assets, has been determined in accordance with generally accepted auditing procedures, and meets the annual requirements for certification as specified in state statute 12-6-19:

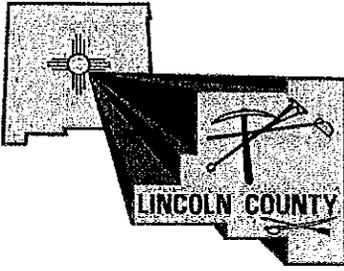
Total capital assets not being depreciated: \$3,198,791; which represents an increase of \$1,124,723 over FY 14-15 ending value of \$2,074,068 and includes land, intangible assets and construction in progress.

Total capital assets being depreciated: \$81,343,960; which represents additions of \$1,206,897.00 and deletions of \$.0 resulting in a net increase of \$1,206,897 over FY 14-15 ending value of \$80,137,063 and includes completed buildings, equipment, infrastructure and other additions.

In addition, the annual inventory for FY 14-15 of all recorded fixed assets, which includes all assets subject to annual physical inventory; stewardship assets valued \$4,999 and below plus capital assets valued at \$5,000 and above was:

Total fixed assets: \$84,542,751; which represents an increase of \$2,331,620 over FY 14-15 ending value of \$82,211,131. These figures have been reviewed by our auditors.

Recommendation: Approve and sign the attached certification.



County of Lincoln

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November 15, 2016

RPC CPASs + Consultants, LLP
Attention: Zoë Vergas
P.O. Box 2130
Albuquerque, NM 88790-3130

RE: Annual Inventory Certification for Fiscal Year 2015-2016

Ms. Vergas,

For FY 15-16, this year's annual inventory of chattels and equipment valued at \$5,000 and above, known as capital assets, has been determined in accordance with generally accepted auditing procedures, and meets the annual requirements for certification as specified in state statute 12-6-19:

Total capital assets not being depreciated: \$3,198,791; which represents an increase of \$1,124,723 over FY 14-15 ending value of \$2,074,068 and includes land, intangible assets and construction in progress.

Total capital assets being depreciated: \$81,343,960; which represents additions of \$1,206,897 and deletions of \$ 0.0 resulting in a net increase of \$1,206,897 over FY 14-15 ending value of \$80,137,063 and includes completed buildings, equipment, infrastructure and other additions.

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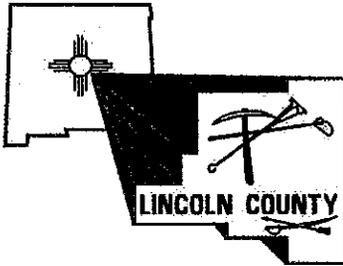
Total fixed assets: \$84,542,751; which represents an increase of \$2,331,620 over FY 14-15 ending value of \$82,211,131. These figures have been reviewed by our auditors.

Preston Stone, Chairman
Lincoln County Board of Commissioners

Nita Taylor
County Manager

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381



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County of Lincoln

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

Agenda Item 19

November 8, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Resolution 2016-21 Re-Adoption of Lincoln County Purchasing Policy & Resolution 2016-22 CDBG Policies & Certifications

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

Discussion:

The CDBG rules require annual re-adoption of the Purchasing Policy affirming that New Mexico Procurement purchasing laws is being followed and/or exceeded. The following CDBG Policies & Certifications per resolution 2016-22 are before you for your approval:

1. Resolution 2016-22-CDBG Policies & Certifications
2. Citizen Participation Plan
3. Fair Housing Self- Assessment
4. Fair Housing Resolution with Required Elements
5. Residential Anti-displacement and Relocation Assistance Plan with required elements
6. Section 3 Plan with required elements
7. Resolution 2016-21 Purchasing Policy amending Resolution 2015-23 Purchasing Policy

Recommendation: Approve Resolution 2016-21 that re-adopts the attached Lincoln County Purchasing Policy, CDBG Policies & Certifications Resolution 2016-22 Adoption of Required Community Development Block Grant (CDBG) Annual Certifications and Commitments.

Grantee Name: Lincoln County

CDBG Project Number: #13-C-RS-I-03-G-028

RESOLUTION # 2016-22

**ADOPTION OF REQUIRED
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ANNUAL CERTIFICATIONS AND COMMITMENTS**

WHEREAS, municipalities, counties or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

WHEREAS, the Lincoln County (hereinafter referred to as the Grantee) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

- Citizen Participation** certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)
- Fair Housing** certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin
- Residential Anti-Displacement & Relocation Assistance** certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity
- Section 3** certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community
- Procurement** certifies its compliance with federal procurement code (24 CFR Part 85.36) and New Mexico Procurement Code (§13-1-120 NMSA 1978) by adopting a procurement policy annually for CDBG projects

NOW, THEREFORE, BE IT RESOLVED, that the Grantee adopts the above CDBG certifications and commitments that must be adopted annually.

PASSED, APPROVED, SIGNED, AND ADOPTED at a duly called and convened regular meeting of the governing body of the Lincoln County this 15th day of November, 2016.

SIGNED: _____
Preston Stone, Chief Elected Official

ATTEST:

Rhonda Burrows, County Clerk

EXHIBIT 1-P

CITIZEN PARTICIPATION PLAN WITH REQUIRED ELEMENTS

Introduction

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

Objective A

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

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

Objective B

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

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

Objective C

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

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

Objective D

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

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

Objective E

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

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

Objective F

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

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

EXHIBIT 1-O-2 Fair Housing Self-Assessment

COMMUNITY OF: Lincoln County

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

Yes No

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

Yes No

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

Yes No

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

Problem Area	Severity
Color	<Select Severity>
Familial Status	<Select Severity>
Handicap	<Select Severity>
National Origin	<Select Severity>
Race	<Select Severity>
Religion	<Select Severity>
Sex	<Select Severity>

5. Does your community contain any subsidized housing units?

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

10. Is there public transportation available in your community?

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

Signature of Authorized Official

Date

Exhibit 1-O
FAIR HOUSING RESOLUTION WITH REQUIRED ELEMENTS

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

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all applicant for Community Development Block Grants funds certify that they shall affirmatively further fair housing; and

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

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

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

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

(List all such actions to include: mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media; posting copies of this resolution at identified locations, distributing flyers; sponsoring schools.)

List actions here:

PASSED AND ADOPTED BY THE Board of Commissioners of the County of Lincoln on this day 15th day of November, 2016.

ATTEST:

APPROVED AS TO FOR:

Rhonda Burrows, County Clerk

Preston Stone, Chief Elected Official

Exhibit 1-R
RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE
PLAN WITH REQUIRED ELEMENTS

Residential Anti-Displacement and Relocation Assistance Plan

I. Background/Introduction

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

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

II. Activities Covered by the Plan

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

III. Uniform Relocation Act

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

IV. One-for-One Replacement Units

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

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

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

the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.

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

V. Relocation Assistance

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

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

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

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
 - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
 - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:
 - 1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of

utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person,

Lincoln County must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.

2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the

"Total Tenant Payment", as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within Lincoln County.

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

VI. Eligibility for Relocation Assistance

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

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

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to Lincoln County for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if Lincoln County or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
 1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is

provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.

2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

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

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the Lincoln County determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. Lincoln County determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

VII. Minimizing Displacement

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

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

- A. Screening of Applications All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- B. Acquisition of Property Applicants who apply for CDBG funds to acquire property for the

development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

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

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

VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
- 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
 - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by Lincoln County covering the rehabilitation or demolition.

IX. Grievances

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

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.
- B. Allow for appeal of a decision to a neutral authority.

dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by **LINCOLN COUNTY** covering the rehabilitation or demolition.

IX. Grievances

LINCOLN COUNTY will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

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

IX. Certification

LINCOLN COUNTY herewith certifies to follow the Anti-displacement relocation plan described above and adopt the plan by resolution annually.

Plan Adoption Date: November 15, 2016

Adoption Instrument: Resolution 2016-22

Certified By:

Date

Copy to Local Government Division with attachments

EXHIBIT 1-T

SECTION 3 PLAN WITH REQUIRED ELEMENTS

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

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

Therefore, the Lincoln County shall:

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

Lincoln County ANTICIPATED/ACTUAL HIRES			HIRING YEAR	
PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income Lincoln County Residents	# of Positions Filled	Positions Filled by Lower Income Lincoln County Residents

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

2. Contracting

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

3. Training

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

4. CDBG Contracts

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

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the

subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.

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

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

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

LOWER INCOME CLARIFICATION

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

Preston Stone
County Commission Chairman

Date

RESOLUTION 2016-21
A RESOLUTION REPEALING RESOLUTION 2015-23, ENTITLED THE
“LINCOLN COUNTY PURCHASING POLICY” AND RE-ADOPTING THE
EXISTING “LINCOLN COUNTY PURCHASING POLICY.”

WHEREAS, the Board of County Commissioners of Lincoln County, meeting in regular session on November 15, 2016, did review the following purchasing policy; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners re-adopts the Lincoln County Purchasing Policy as indicated in this policy of Resolution 2016-21.

PASSED, APPROVED AND ADOPTED this 15th day of November, 2016.

Board of Commissioners
Lincoln County, State of New Mexico

Preston Stone, Chairman

Dallas Draper, Vice-Chair

Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

Rhonda Burrows, County Clerk

**LINCOLN COUNTY PURCHASING POLICY
RESOLUTION 2016-21**

1.0 SECTION I: GENERAL PROVISIONS

1.1 User Applicability

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

1.2 Administration

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

1.3 Purchasing Agent and Purchasing Office

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

1.4 Authorized Purchasers

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

1.5 Definition of a Purchase

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

1.6 Unauthorized Purchases

Any purchase which is not legally and appropriately approved within the County budget or by other County Commission action, or which does not substantially comply with the provisions of the State Statutes, particularly the State Procurement Code, and the provisions

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

1.7 Penalties

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

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

1.8 Consistency with State Procurement Code

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

1.9 Amendment

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

1.10 Interpretation of Policy and Supplements

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

2.0 SECTION II: STANDARD PURCHASING PROCEDURES

2.1 Standard Purchases Procedures Applicability

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

2.2 Initiating a Purchase: Purchase Requisition

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

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

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

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

2.3 Purchase Orders

Prior to executing the purchase, the vendor must receive the purchase order or purchase order number. Purchases executed prior to obtaining a purchase order are considered unauthorized, except as otherwise provided in "Non-Standard and Emergency Purchasing Procedures", Section III of this policy. The purchaser shall inform the vendor that the purchase order number must be included on the invoice submitted to the County for payment. If a change to the purchase order is necessary due to adding or subtracting of goods, form FD13 Purchase Order Change/Cancellation must be filed in the Finance Department.

2.4 Invoices

An invoice is an itemized document submitted by the vendor to the County for payment for material or services provided to the County. It is the responsibility of the department to

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

2.4.1 Verification of Invoices

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

2.4.2 Processing for Payment

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

2.5 Over Expenditures

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

2.6 Competitive Purchases

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

- A. **\$2,500 or Less:** Purchases shall be made at the best obtainable price (according to State Statute 13-1-125 C).
- B. **\$2,501 to \$20,000 :** Purchases shall be made at the best obtainable price after three (3) bona fide written or telephone quotes from different vendors (using form FD-3) have been solicited for the items(s) being purchased. Form FD-3 must be submitted to the Purchasing Department to support the purchases.
- C. **\$20,001 to \$ \$ 60,000:** (Except as stated in Sections 2.6 E and F of this policy). All purchases exceeding \$\$20,000 shall be appropriately initiated, processed and executed through the Purchasing Agent, and require either three (3) bona fide written quotes or State/Federal Purchasing contract, if available.
- D. **\$ \$60,001 and Above:** Pursua; 5 to State Statute 13-1-104 all purchases exceeding \$

\$60,000 require formal bid procedures as specified by State regulations and shall be processed and executed by the Purchasing Agent after receiving approval from the County Manager to advertise for bids. Such purchases must be approved in the current budget and, if deemed appropriate, the county manager may request approval of the County Commission to go out for bid. Such bids exclude the amount of state and local gross receipt taxes from price evaluation of the small purchase cap. The central purchasing office shall maintain for a minimum of three (3) years records of all competitive sealed bids or proposals. Excludes amount of state and local gross receipts taxes from price evaluation of the small purchase cap. The central purchasing office shall maintain for a minimum of three (3) years, records of all competitive sealed bids or proposal.

- E. **Telephone and Written Quote Exceptions:** In the event there are not three (3) known vendors which have materials or services available, less than three (3) quotes are permissible provided the user verifies on the requisition that every reasonable attempt has been made to obtain three (3) quotes, and the quotes obtained will be included with the requisition. Sole source documentation must be included with the requisition when the above procedures have been followed, but there is only one vendor available. When a vendor has a State or Federal Purchasing Contract, or if a vendor has an agreement or contract with the County to provide materials or services, multiple quotes are not required.
- F. **State or Federal Purchasing Contract and Cooperative Bid Exceptions:** Direct purchases may be made in cases that a vendor has a State or Federal Purchasing Contract recorded in the Purchasing Office. Also, the County may purchase items cooperatively through another public body's bid process consistent with State regulations.
- G. **Bid Specifications:** Specifications should be written primarily to address the need of the County for a specific item to perform a specific function. Specifications written for purchases shall not be "closed or exclusive," or otherwise written in such a way as to intentionally favor or exclude a vendor. Reference to specific types or quality shall be followed by wording "or equal" and all specifications regardless of wording shall be considered as "or equal."

2.7 **Sole Source Purchase SB 182 (HELP)**

A sole source purchase is permissible when there is only one (1) vendor that can provide an item or service. The department head shall certify on a sole source form (FD-5) that a good faith effort has been made to contact other vendors in the general overall geographical region that the sole source has been located, and that the item or service is the only source found to be available in the region. The Purchasing Agent shall certify that

1. every effort has been made to determine if there is a Federal Purchasing or State Contract for the item or service requested and
2. that negotiations, as appropriate, have been conducted with the sole source vendor to determine that it is the best obtainable price. The central purchasing office shall maintain for a minimum of three (3) years, records of all sole source procurement. The record of such procurement shall be public record and shall contain:
 - A. The contractor's name and address:
 - B. The amount and terms of the contract

- C. A listing of the services, construction or items of tangible personal property procured under the contract; and
- D. The justification for the procurement method form FD-5.
A new section of the Procurement Code is enacted to read:

“SOLE SOURCE CONTRACT—NOTICE—PROTEST

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

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

2.8 Fixed Asset Purchase

All capital outlay purchases are considered fixed assets pursuant to State Statute 12-6-10 and shall be noted as such on the purchase requisition. The following documents shall be completed as applicable, Form FD-10 FIXED ASSETS ADDITION, Form FD-11 FIXED ASSETS DELETION FORM and Form FD-12 FIXED ASSETS TRANSFER FORM. It shall be the responsibility of the Purchasing Office to screen all purchases and identify and process fixed assets in accordance with all current State and County Provisions and Laws regarding fixed assets.

2.9 Procurement of Professional Services

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

2.10 Personal Use Prohibited

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

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

3.1 Non-Standard, Urgent and Emergency Procedures: General Provisions

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

3.2 Emergency or Urgent Purchases

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

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

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

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

A new section of the Procurement Code is enacted to read:
"EMERGENCY CONTRACT—NOTICE—PROTEST

- C. When an emergency contract is awarded, the state purchasing agent, a central purchasing office or designee of either shall post notice of the intent to award an emergency contract on its website within three (3) business days. If a central purchasing office does not maintain a web site, it shall post the notice on the state purchasing agent's website. The notice shall identify at a minimum:
4. The parties to the proposed contract;
 5. The nature and quantity of the service, construction or item of tangible

- personal property being contracted for; and
6. The contract amount.

D. Any qualified potential contractor who was not awarded an emergency contract may protest to the state purchasing agent or a central purchasing office. The protest shall be submitted in writing within fifteen calendar days of the notice of intent to award a contract being posted by the state purchasing agent or central purchasing office.”

3.2.1 Urgent Purchases

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

3.2.2 Emergency Purchases

An emergency purchase (FD-14) is permissible when there is an existing condition which creates a threat to public health, welfare or safety such as may arise by reason of floods, epidemics, riots, equipment failures, acts of terrorism, or similar events, and includes the planning and preparing for an emergency response. The existence of the emergency condition creates an immediate and serious need for procurement of items or services or construction that cannot be met through normal procurement methods and which would seriously threaten the functioning of government; the preservation or protection of property; or the health or safety of any person. An emergency condition must be determined by the County Manager and concurred in by the Chairman of the Board of County Commissioners. The central purchasing office shall maintain for a minimum of three (3) years, records of all emergency procurement. The record of such procurement shall be public record and shall contain:

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

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

3.2.3 Urgent or Emergency Requisitions

All urgent or emergency requisitions shall have the words "Urgent" or

"Emergency" written on the top as is applicable, and shall be accompanied by a receipt or invoice for the purchase.

3.3 Telephone Orders and Repairs

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

3.4 Open Purchase Orders

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

- A. Authorization to use open purchase orders in all cases shall require prior approval by the County Manager after written justification for using open purchase orders is submitted on form FD-7.
- B. A written requisition shall be submitted for each vendor each time that an open purchase order is requested. The words "OPEN" must be marked boldly on the requisition before it may be used for multiple purchases and an estimated amount must be stated. The period for each open purchase order shall begin on the date issued and end on the last day of the month it is issued.
- C. Actual invoices for the purchases made against an open purchase order shall be submitted to the Finance Office upon receipt and the final invoice shall be marked "FINAL" to denote closing of the open purchase order. The Purchasing Agent shall review any cases of improper use of open purchase orders with the County Manager.
- D. The purchase user shall advise the vendor that when the amount of the purchases reaches the total dollar amount issued for the open purchase order the purchase order shall be closed out and a new one issued for additional purchases.
- E. Care should be exercised that an open purchase order is always in force before a purchase is made against it.

3.5 Petty Cash Purchases

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

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

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

3.5.1 Responsibility

- A. The Finance Administrator shall be responsible for establishing written safeguards, provisions and procedures to insure appropriate accounting and maximum accountability for all petty cash funds. The Finance Administrator may at any time change the procedures for petty cash funds, or eliminate a petty cash fund if deemed appropriate, or eliminate a petty cash fund in cases when procedures are not being reasonably followed or in cases when unnecessary or repetitious shortages/overages in funds occur.
- B. Petty cash funds are subject to audit by the County Manager or Finance Administrator at any time without notice.
- C. Custodians shall be assigned to each individual petty cash fund and be held responsible to the Finance Administrator for the fixed amount of all funds in their custody and for the appropriate management of the petty cash funds.
- D. A custodian's statement of responsibility, FD-8, will be signed and kept on file in the Finance Department for the amount of each fund in the possession of the custodian.
- E. All custodians shall sign for a copy of the Petty Cash Procedures and be knowledgeable thereof. Certified copies of updated Petty Cash Procedures shall be attached to and made a supplement of this Policy.
- F. Transfer of a fund from one (1) person to another will be made by the Finance Administrator. At such time, the fund will be counted, the present custodian's statement of responsibility signed, and the fund transferred.
- G. The purchaser is responsible for the full amount of cash received from the petty cash fund until a cash register tape or invoice is returned to the petty cash custodian.

3.5.2 Safeguarding Petty Cash Funds

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

3.5.3 Petty Cash Receipt/Vouchers

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

- A. A voucher should be completed in ink for each disbursement from the petty cash fund.
- B. An invoice will be secured for each purchase showing exact items purchased. If only a cash register tape is available items purchased should be described on the voucher.
- C. Only purchases for twenty-five dollars (\$25.00) and under may be paid from petty cash.

- D. Splitting of invoices for purchases of over twenty-five dollars (\$25.00) will not be permitted under any circumstances. Personal use is strictly prohibited.

3.6 Routine Monthly Purchases and Other Non-standard Purchases

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

3.7 Exemptions from the Procurement Code

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

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

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

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

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

3.8 End of Fiscal Year

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

Provisions are as follows:

- A. **Thirty (30) Days Prior to Year Ending:**
Thirty (30) days prior to end of the fiscal year, purchase orders will be issued only for purchases in which invoices will be received within an estimated thirty (30) days, except as otherwise specifically approved by the Purchasing Agent.
- B. **Fifteen (15) Days Prior to Year Ending:**
There shall be no purchases of any kind made, or purchase orders issued or processed within fifteen (15) days prior to the end of the fiscal year, except in extreme emergencies or as specifically approved otherwise by the Purchasing Agent.

3.9 Approval and Revision of Supplements

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

4.0 SECTION IV: FORMS

4.1 Standardized Forms

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

- A. **FD-1 AUTHORIZED PURCHASERS**
Authorized signatures for Requisition/Purchase Orders. This is the form used by purchase users authorizing personnel in their respective departments to sign requisition/purchase orders.
- B. **FD-2 REQUISITION/PURCHASE ORDER**
The requisition/purchase order is required as per Section 2.2 and 2.3. The requisition/purchase order is supplied to the purchase user and is the authorization to make a purchase as per Section 2.3. The white copy is the original document which must be given to the vendor; the yellow copy is the purchase user copy, the pink and goldenrod copies are for the Finance Department use.
- C. **FD-3 TELEPHONE QUOTES**
The telephone quotes form must be used in compliance with Section 2.6.B
- D. **FD-4 REQUEST FOR WRITTEN QUOTE**
The written quotation form must be used in compliance with Section 2.6.B
- E. **FD-5 SOLE SOURCE CERTIFICATION**
The sole source certification is used in compliance with Section 2.7.
- F. **FD-6 URGENT PURCHASE**
The urgent purchase form is used in compliance with Section 3.2.2.
- G. **FD-7 REQUESTS FOR AUTHORIZATION FOR OPEN PURCHASE ORDERS**
This form is used in compliance with Sections 2.2, 3.3, 3.4, 3.7 and 3.9.
- H. **FD-8 CUSTODIAN STATEMENT OF RESPONSIBILITY**
This form is used in compliance with Section 3.7 and supplements thereof and designates the custodian and his responsibility regarding Petty Cash Funds.
- I. **FD-9 REPORT OF PETTY CASH FUND**
This form is used in compliance with Section 3.5 and supplements thereof to report any discrepancies in the '1 3' Cash Fund.

- J. **FD-10 ADDITIONS TO FIXED ASSETS**
This form is used to add fixed assets to inventory
- K. **FD-11 DELETIONS TO FIXED ASSETS**
This form is used to delete fixed assets from inventory
- L. **FD-12 TRANSFER OF FIXED ASSETS**
This form is used to transfer fixed assets within inventory.
- M. **FD-13 PURCHASE ORDER CHANGE/CANCELLATION**
This form is used to make changes to an existing purchase order prior to receipt of Invoice.
- N. **FD-14 EMERGENCY PURCHASE**
This justification for an emergency purchase is used in compliance with Section 3.2.2.

4.2 **Revision of Forms**

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

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

TO: PURCHASING DEPARTMENT, OFFICE OF THE MANAGER

FROM: _____

SUBJECT: AUTHORIZED SIGNATURES FOR REQUISITIONS

DATE: _____

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

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

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

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

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

REQUEST FOR WRITTEN QUOTE

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

Please Quote Promptly

TO: _____

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

LINCOLN COUNTY

DEPARTMENT _____

PO BOX 711

300 Central

Carrizozo, NM 88301-0711

DATE: _____

REPLY DUE BY _____

DELIVERY REQUESTED BY _____

Items must be quoted
 FOB Carrizozo, FFA

Lincoln County pays net 30 unless other arrangement
 are made

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT

Vendor: Please complete this information

1. Delivery Promised _____ **Purchasing Department**

2. Terms _____ Requisition # _____

3. Date of Quotation _____ P.O. # _____

FED ID No. _____

NM CRS No. _____

NM Pref. No. _____

 Authorized Vendor Signature

SOLE SOURCE CERTIFICATION

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

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

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

CERTIFICATION BY DEPARTMENT

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

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

Description of sole source item or service

Name of Sole Source Vendor:

Address of Sole Source Vendor:

Price of Sole Source Items or Service:

Date Department Head

CERTIFICATION OF PURCHASING AGENT

I certify that there is not a GSA or State Contract for the item or service requested and that negotiations, as appropriate, have been conducted with the sole vendor to determine that this is the best price obtainable.

Purchasing Agent

Date

URGENT PURCHASE

Required immediate purchase which could not reasonably or practicably be telephoned into the Purchasing Office to obtain a Purchase Order number prior to the purchase.

DATE: _____

The attached Invoice Number _____ purchased on _____
Invoice # Date

from _____ purchased at _____ am/pm being submitted for
Vendor Name Time

payment from line item: _____
Budget Line #

The following reasons substantiate this purchase made without pre-authorization at a time other than regular business hours of the Finance Office.

Signed:

Title:

- Above urgent purchase allowed
- Above urgent purchase must go before Commission
- Additional information is needed before approval is allowed
- Appears to be an ongoing situation.

COMMENTS: _____

Signed:

Title:

**REQUEST FOR AUTHORIZATION
OPEN PURCHASE ORDERS**

DEPARTMENT: _____

AUTHORIZED PERIOD: _____

	<u>VENDOR NAME</u>	<u>VENDOR NO.</u>	<u>AMOUNT</u>	<u>BUDGET LINE NO.</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

Open Purchase Orders are purchases which are utilized for numerous and repeated daily purchases which are anticipated over an extended period of time. The period for each open purchase order number shall end on the last day of the month it is issued, and shall not exceed 31 days.

I certify that the above is in conformance with the Lincoln County Purchasing Policy, Section 3.4.

Approved: _____
County Manager

Department Head

Date

Date

**PETTY CASH
CUSTODIAN'S STATEMENT OF RESPONSIBILITY**

This is to certify that I, _____ am the authorized department head of the _____ department and that I have designated _____ as my authorized alternate custodian of the _____ fund.

Furthermore, I certify that I have received from the County of Lincoln \$ _____ to be used for the _____ Fund. Upon my termination as custodian of this fund, I will account for the entire fund to the Finance Administrator. If there is a shortage in the fund which cannot be explained to the County, I hereby authorize the County to deduct same amount from any wages or salary which may be due me and promise to pay to the County any deficiency, immediately. If such shortage in the fund is due to criminal act on my part, I realize that I may be prosecuted for the same.

I have read and understand the procedures relating to petty cash funds and agree to abide by these procedures.

Custodian-Department Head

Alternate Custodian

REPORT OF PETTY CASH FUND

DATE: _____ DEPARTMENT: _____

PETTY CASH FUND TOTAL AMOUNTS \$ _____
 TOTAL CASH ON HAND \$ _____
 TOTAL RECEIPTS \$ _____
 TOTAL FUND \$ _____
 (SHOULD EQUAL TOTAL PETTY CASH FUND)

CASH ON HAND (CASH COUNT LISTED BELOW)		EXPENDITURES	
	\$	LINE NUMBER	AMOUNT
PENNIES	\$		\$
NICKELS	\$		\$
DIMES	\$		\$
QUARTERS	\$		\$
ONES	\$		\$
FIVES	\$		\$
TENS	\$		\$
TWENTYS	\$		\$
	\$		\$
TOTAL CASH	\$	TOTAL ALL EXPENDITURES	\$

ADDITION TO FIXED ASSETS

DEPT# _____ G/L _____
LOCATION _____ PURCHASE PRICE _____
SOURCE _____ MODEL _____
SERIAL NUMBER _____ TYPE/CLASS _____

DESCRIPTION _____

FINANCIAL _____ PHYSICAL _____

Is this a replacement for an existing item already in inventory? _____
If yes, please give Inventory Tag Number _____

Is this a repair to an existing item in inventory? _____
If yes, please give Inventory Tag Number _____

Does this add value to an existing item already in inventory? _____
If yes, please give Inventory Tag Number _____

*** Is item being replaced by transfer or deleted? If so, please complete section below.***

DELETION TO FIXED ASSETS

DATE _____ INVENTORY# _____
DEPARTMENT _____ G/L# _____
DESCRIPTION _____ BOOK VALUE _____

EXPLANATION _____

TRANSFER OF FIXED ASSETS

DATE _____ INVENTORY# _____
DESCRIPTION _____

FROM _____ TO _____
PERSON AUTHORIZING TRANSFER _____
PERSON RECEIVING TRANSFER _____

FOR FINANCE PERSONNEL ONLY

DATE ENTERED _____ INITIAL _____
INVENTORY NUMBER _____
CHECK NUMBER _____
LABEL PRINTED _____ INITIAL _____

DEFINITIONS

- 1. Department**
Name of department purchasing item
- 2. G/L #**
Line number(s) used from budget listing, this should correspond to the purchase order
- 3. Location**
Where item will be used or kept
- 4. Source**
Name of company you purchased from
- 5. Model**
Model number is on the label from manufacturer
- 6. Serial Number**
Number that will identify product to vendor-generally found on the same label as the model number
- 7. Type/Class**
Brief description to categorized inventory (see list below)
- 8. Description**
Words that describe the product (example: HP8150dtn Printer)
- 9. Financial**
Type of monies used to buy product (see list below)
- 10. Physical**
General category of purchase (see list below)

Note: Everything that has a listing below cannot be deviated from.

TYPE/CLASS		FINANCIAL	PHYSICAL
Appliance	Audio Equip	County	Land
Build Equip	Building	Bonds	Buildings
Computer	Copier	Federal Funds	Other Improvements
EMS Equip	Equip	Special Revenue	Machinery & Equipment
Field Supply	Fire Equip	Special Assessment	Construction in Progress
Land & Improvements	Furniture	State Grant/Appropriations	Infrastructure
Firearms	Med Equip	Local Grants	
Office Equip	Printer		
Recreation	Road Equip		
Safe	Tools		
Vehicle/Trailer	Vehicle Equip		
Video Equip	Voting Equip		

PURCHASE ORDER CHANGE/CANCELLATION

CIRCLE ONE:

CHANGE

CANCEL

PURCHASE ORDER NO. _____

VENDOR NAME: _____

VENDOR NUMBER _____

ORIGINAL DATE PURCHASE ORDER WAS ISSUED: _____

DEPARTMENT: _____

DATE CHANGE REQUESTED _____

PERSON REQUESTING CHANGE _____

CHANGE VENDOR FROM: _____

CHANGE VENDOR TO: _____

CHANGE LINE NO. FROM: _____

CHANGE LINE NO. TO: _____

CHANGE DOLLAR AMOUNT FROM: _____

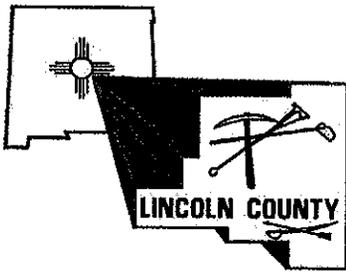
CHANGE DOLLAR AMOUNT TO: _____

EXPLANATION: _____

PURCHASING DEPARTMENT

Purchase Order Changed _____
Date

Purchase Order Changed _____
By



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

November 11, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Lincoln County Business Registration Ordinance Discussion

Discussion: Several months ago, the Commission held initial discussions regarding the value of a mandatory business license for individuals engaging in business in Lincoln County. See *Enclosure 1* for a *draft* ordinance requiring licensure for business operators / owners.

Recommendation: Discuss the pros and cons of a mandatory business license, and provide direction to Manager and Attorney regarding moving forward with an ordinance for Commission consideration.

ORDINANCE NO. 2016-___

AN ORDINANCE DEFINING ENGAGING IN BUSINESS AND RELATED TERMS; PROVIDING FOR THE ESTABLISHMENT OF A SYSTEM OF LOCAL BUSINESS REGISTRATION; PROVIDING FOR THE COLLECTION OF FEES; PROHIBITING OPERATING AN UNREGISTERED BUSINESS; AND PROVIDING FOR A FINE FOR VIOLATION

SECTION 1. SHORT TITLE

This Ordinance shall be known as the Lincoln County Business Registration Ordinance.

SECTION 2. PURPOSE

The Board of County Commissioners finds and declares that the registration of businesses is conducive to the promotion of the health, general welfare and safety of the public and that registering businesses enhances efficiency and economy in furnishing public services, tax collection, and information to the public.

SECTION 3. AUTHORITY

This Ordinance is adopted under the authority of the following provisions of New Mexico law: §4-37-1, NMSA 1978 (County Ordinances), §4-37-3, NMSA 1978 (Enforcing County Ordinances); and §§ 3-38-1 through 3-38-6, NMSA 1978 (Business Registration and Licensing).

SECTION 4. JURISDICTION

This Ordinance shall apply to all unincorporated areas of the County of Lincoln.

SECTION 5. DEFINITIONS

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Combined Reporting System (CRS) Tax Identification Number: A tax identification number used to report and pay tax collected on gross receipts from business conducted in New Mexico.

Engaging in Business: Persons operating, conducting, doing, carrying on, causing to be carried on, or pursuing any business, profession, occupation, trade, pursuit or activity for the purpose of profit and who are required to obtain a CRS Identification Number.

Person: Any individual, male or female, estate, trust, receiver, cooperative association, club, corporation, company firm, partnership, joint venture, syndicate, or other entity engaging in a business, profession, occupation, trade, pursuit or activity.

Place of Business: The premises, whether it be a personal residence, main business location or an outlet, branch or other location thereof, temporary or otherwise, to which the public is expressly

or impliedly invited for the purpose of transacting of business. In the event there is no such location, but the business is transacted at the location of the buyer, then the general sales area shall be considered a "Place of Business."

SECTION 6. REGISTRATION REQUIRED: UNLAWFUL CONDUCT

1. It shall be unlawful for any person to engage in, conduct or carry on any business or occupation within the County of Lincoln without registering the business, paying the required fees, and complying with the terms of this Ordinance.
2. It shall be unlawful for any person to knowingly file an application for issuance or renewal of any business registration on which any of the information required has been falsified.
3. Any person violating this Ordinance shall be penalized as provided in Section 16.
4. Exempted from this Ordinance are:
 - a. Garage and yard sales less than three (3) consecutive days in duration.
 - b. Flea markets and farmer's markets (but not operators of flea markets and farmer's markets).
 - c. Roadside sellers of fruits and vegetables.
 - d. The growing, producing or trapping of livestock, poultry, unprocessed agricultural products, hides or pelts. Persons engaged in business of buying or selling wool or mohair or of buying and selling livestock on their own account are producers for purposes of this section.
 - e. The pasturing, feeding, penning, or feeding of livestock prior to sale.
 - f. The selling or leasing of oil, natural gas, or mineral interests.
 - g. Any activity whose entire receipts are exempted from the gross receipts tax.

SECTION 7. APPLICATION TO DO BUSINESS

Any person engaging in business after September 1, 2016 must complete a County of Lincoln Business Registration Form for each outlet, branch, location, or place of business within the unincorporated areas of the County. For new business owners after transfers of business and for persons commencing business after September 1 or any year, the Business Registration Form and Fee are due thirty (30) days after the day such person commences business in the County. The Application Form is available from the County of Lincoln Ordinance Administrator's office at: 115 Kansas City Road, Ruidoso, New Mexico, or online at:

http://www.lincolncountynm.gov/county_offices/planning

No illegal or unlicensed businesses required under Federal, State, or County law to have a license may be registered. Any person engaging in business with the County of Lincoln government shall be registered to do business in the County of Lincoln.

SECTION 8. IMPOSITION OF FEES

There is imposed on each place of business located in the County of Lincoln an annual Business Registration fee of twenty five dollars (\$25) pursuant to §3-38-3, NMSA 1978. The business registration fee shall not be prorated for business conducted for a portion of the year.

SECTION 9. TEMPORARY BUSINESS REGISTRATION

For business located in the County of Lincoln which operate ten (10) total days per calendar year or less, there is imposed a Temporary Business Registration Fee of ten dollars (\$10) instead of the twenty five dollars (\$25) annual Business Registration fee. Application for a Temporary Business Registration may be submitted to the County Ordinance Administrator's Office at any time, but business may not be conducted prior to receipt of a Certificate of Temporary Business Registration.

SECTION 10. RENEWAL

Prior to September 1 of each year, a person engaging in a business within the County of Lincoln and subject to this Ordinance shall apply to renew the Business Registration and shall pay an annual fee of twenty five dollars (\$25) for each place of business to the County Ordinance Administrator's Office. A new owner of a registered business must update the Business Registration Application on file with the County Ordinance Administrator.

SECTION 11. LATE FEE

In the event a person or business does not pay the registration fee before it commences business on the annual renewal fee prior to September 1 each year, a late fee of twenty five dollars (\$25) shall be imposed in addition to the registration fee.

SECTION 12. TRANSFERABILITY

No registration issued pursuant to this Ordinance shall be transferable from one business to another, or from one person conducting business to a succeeding person conducting the same business.

SECTION 13. DISPLAY

The County Ordinance Administrator or designee shall provide a suitable Certificate of Registration to be furnished to each place of business coming within the terms of this Ordinance, and such Certificate of Registration shall be prominently displayed at the place of business for which such registration is issued.

SECTION 14. DUPLICATES

A duplicate Certificate of Registration may be issued by the County Ordinance Administrator or designee to replace any such registration issued under this Ordinance which has been lost or destroyed if the person to whom it was issued files a sworn statement attesting to the fact of such loss or destruction and pays a duplicate fee of five dollars (\$5).

SECTION 15. CRS TAXPAYER IDENTIFICATION NUMBER

Any person filing for issuance or renewal of any business registration shall include in the application his/her current CRS Taxpayer Identification Number or evidence of application for such current CRS Taxpayer Identification Number as issued by the New Mexico Taxation and Revenue Department and any other information required by the County of Lincoln.

SECTION 16. PENALTY

Any person convicted of a violation of this Ordinance shall be subject to a penalty not to exceed three hundred dollars (\$300). Each day such violation is committed or permitted to continue after issuance of a citation shall constitute a separate offense and shall be punishable as such hereunder.

SECTION 17. WARNING BEFORE CITATION ISSUED

In the event the County Ordinance Administrator believes that a person is engaging in business without registration, the County shall deliver a notice of violation to that person. If after thirty (30) days from receipt of the notice the person to whom the notice is sent fails to register the business or shows that he/she is not required to register the County Ordinance Administrator may issue a citation of file a complaint in a court of competent jurisdiction alleging a violation of this section.

SECTION 18. ENFORCEMENT

Appropriate legal or administrative action may be taken to prevent conduct of business, restrain, correct, or abate the violation of this article, to prevent the occupancy of a building, structure or land on which the business is located, or to withhold the issuance of permits or inspection as appropriate. In addition, the Business Registration Fee may be collected by suit in Magistrate or District Court. The County of Lincoln may institute any appropriate action or proceeding as provided for herein any time up to four (4) years after the violation. The remedies provided in this section are not exclusive, and if any person engages in business in the County of Lincoln without obtaining the required registration for such business, the County of Lincoln may proceed in any manner authorized by law, including specifically but not limited to the procedures set forth by state law in § 3-38-5 and § 3-38-6, NMSA 1978.

SECTION 19. SEVERABILITY

The provisions of this Ordinance are severable, and if any provision, sentence, clause, section, or part hereof is held illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, the illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance or its application to other persons or circumstances. It is hereby declared to be the intent of the County of Lincoln that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, sentence, clause, section, or part had not been included herein, and if the person or circumstances to which this Ordinance or any part hereof are inapplicable, had been specifically exempted therefrom.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

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

Preston Stone, Chair

Dallas Draper, Vice Chair

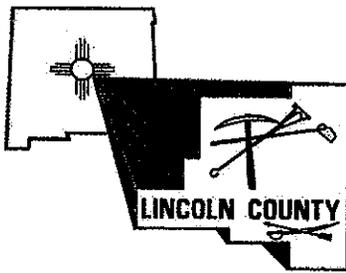
Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

Rhonda Burrows, County Clerk



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County of Lincoln

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AGENDA ITEM NO. 21

November 11, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Land Lease Agreement – Verizon Wireless Tower Project at OES Building
VZW NM6 Angus

Discussion: Verizon Wireless has been in discussion with the County regarding leasing land at the County's Copper Ridge site for some time for the placement of a 195' self-support tower.

Basic business berms include:

- Lease area: 30' x 40'
- Signing bonus: \$1,500
- Initial Term: Five (5) years
- Renewal Terms: Four (4) renewal terms of five (5) years each
- Annual Rent (initial term): \$9,600 per year
- Monthly Rent (initial term): \$800
- Rent Escalation:: 10% per term

At **Enclosure 1** is Verizon's proposed contract. At **Enclosure 2** are Attorney Morel's comments and proposed changes to the contract. At **Enclosure 3** are drawings depicting the appearance of the area once the tower is erected. OES Director Joe Kenmore will describe the pros and cons to the County from a performance perspective.

Recommendation: Provide direction to Manager and Attorney regarding moving forward with the land lease and the related terms of the lease.

SITE NAME:
SITE NUMBER:
ATTY/DATE

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 20____, between _____, with its principal offices located at _____, hereinafter designated LESSOR and _____ d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at _____ **[INSERT COMMON ADDRESS]** (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately ____ square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$_____, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at _____ **[Address]** or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

ENCL 1

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

[Insert the following paragraph only if VZW plans to delay installation of equipment]

(c). As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of \$_____, which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(c) is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(c) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a ___ foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory

soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or

interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (_____), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed rental.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror.

LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

LESSEE: _____
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar

tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

By: _____

Its: _____

Date: _____

LESSEE:

By: _____

Its: _____

Date: _____

WITNESS

WITNESS

**Comments and Proposed Revisions to
Verizon Wireless Tower Proposal: 111 Copper Ridge Road**

At section 3: Term: Rental

Change “to be paid in equal monthly installments” to pay annually. Additionally change to: “start paying when construction has begun,” as they are utilizing the space.

At section 4: Extensions

No. The lease can term annually with 90 days’ notice after 1st term. I do not recommend a 20 year lease!

At section 5: Extension Rentals

Change to “increase annually,” not every 5 years. Also, need to right to negotiate terms other than rent owed.

At section 6: Additional Extensions

Delete in its entirety.

At section 7: Taxes

Delete in 2nd line “which lessor demonstrates is the” and add in “as a” to read: “Lessee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charged owed on the Property as a result of Lessee’s use of the premises...”

Additionally, change sentence number two to read: Lessee shall be responsible for the payment of any taxes, levies, assessment and other charges imposed including franchise and similar taxes imposed upon the business conducted by Lessee at the property.”

At paragraph 2, after the first sentence ending with “...wholly or partly responsible for payment” delete the remainder of the paragraph.

At section 8: Use Governmental Approvals

Remove all references to “...at the discretion of Lessee. Fence is a requirement, not at Lessee’s discretion.

Add into section: Lessee shall comply with Lincoln County Wireless Ordinance at Lessee’s expense.

Want to bind County for 35 years yet they can terminate immediately without giving notice. Add right to install County equipment on tower at no cost to the County.

At point (vi) delete section until sentence reading: “Upon such termination, this Agreement shall be of no further force..”

At section 10: Insurance

County will need to provide insurance.

Letter d: What "Building" Shack? EOC? Change Lessor to Lessee at Letter d.

At section 12: Annual Termination

No, or right to make termination mutual. Add, County Equipment on tower for free at ____ level.

At section 14: Removal at End of Term

Add: County option to have equipment / tower removed or to remain on site.

At section 15: Holdover

Double rent if hold over

At section 16: Right of First Refusal

Delete: Not applicable

At section 17: Rights Upon Sale

Delete: Not applicable

At section 19: Title

Reciprocal paragraph re: lessee's authority to enter into agreement

At section 22: Assignment

Require notice.

Paragraph one, beginning at sentence two, sentence should read: As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, ~~which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.~~ LESSEE may sublet the Premises **with permission of** within its sole discretion upon notice to LESSOR. Any sublease that is **contemplated by** entered into by LESSEE shall be subject to the approval of LESSOR provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

Add rent paid to lessor.

At section 25: Subordination and Non-Disturbance

Delete: Not applicable

At section 27: Default

a. delete last sentence of paragraph one: ~~LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.~~

b. delete sentences: ~~Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the ability to conduct its business on the Property; provided, however, that if the nature of LESSORS obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such (5) day period and thereafter diligently pursued to completion.~~

At section 28: Remedies

Delete at sentence three: ~~...non-defaulting Party under the Laws or judicial decision of the state in which the Premises are located. Provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE.~~

Delete at sentence four: ~~...and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereof from the date of payment at the greater of of(i) ten percent (10%) per annum, or (ii) the highest rule permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting for the e amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.~~

At section 29: Environmental

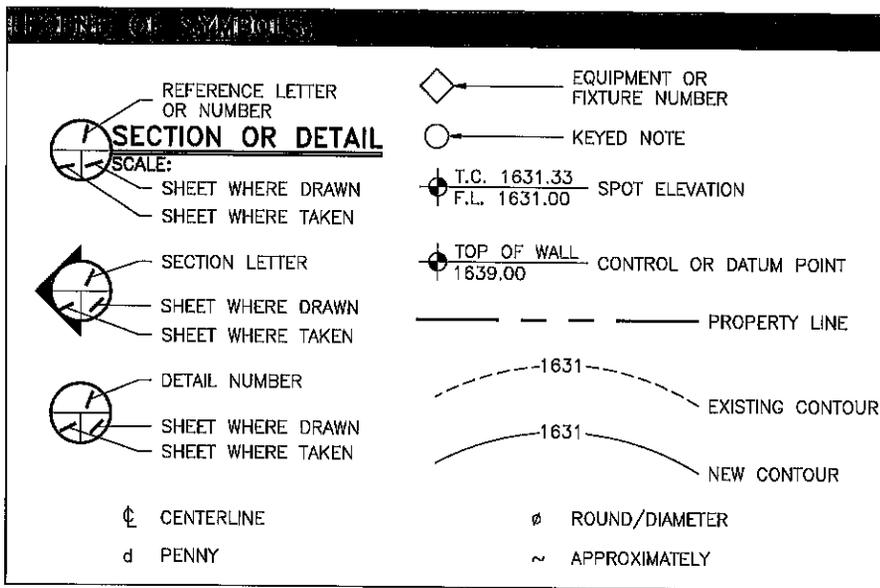
CHANGE LESSOR TO LESSEE AT INDICATED AREAS OR DELETE ENTIRELY

- a. Change LESSOR to LESSEE at sentence one.
- b. Change LESSOR to LESSEE at indicated areas:

~~LESSOR~~ LESSEE shall hold ~~LESSEE~~ LESSOR harmless and indemnify ~~LESSEE~~ LESSOR from and assume all duties, responsibility and liability at ~~LESSOR~~ LESSEE's sole cost and expense,

...industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by ~~LESSEE~~ LESSOR; and
(b) any environmental or industrial hygiene conditions arising out of or in any way related to the

condition of the Property or activities conducted thereon, unless such environmental conditions are caused by ~~LESSEE~~ **LESSOR**



DESIGNED FOR:

verizonwireless

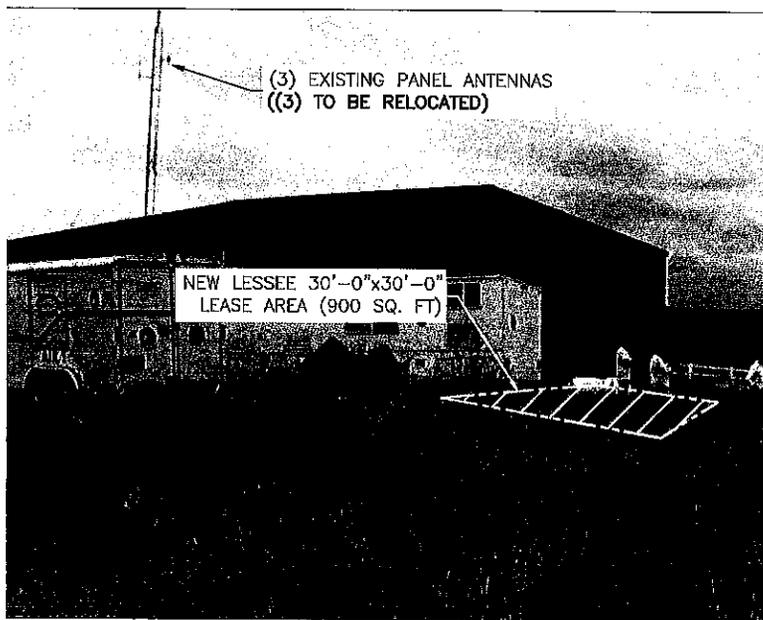
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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DESIGNED BY:	DATE	BY	CHK				
			JVC				
DESCRIPTION	DATE	BY	CHK				
APPROVED FOR CONSTRUCTION	11/13/15	DC	JVC				
REV							
0							



AZ - CA - CO - ID - NM - NV - TX - UT



**VIEW OF NEW LEASE AREA
(LOOKING SOUTHEAST)**

**APPROVED
FOR CONSTRUCTION**

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
11/13/15

PROJECT NAME:

NM6 ANGUS

NEW 194'-0" SELF-SUPPORT TOWER
(OVERALL HEIGHT: 195'-0" A.G.L.)
RAW LAND COMMUNICATION SITE

PROJECT ADDRESS:

111 COPPER RIDGE ROAD
NEW MEXICO 88316
LINCOLN COUNTY

SHEET TITLE:

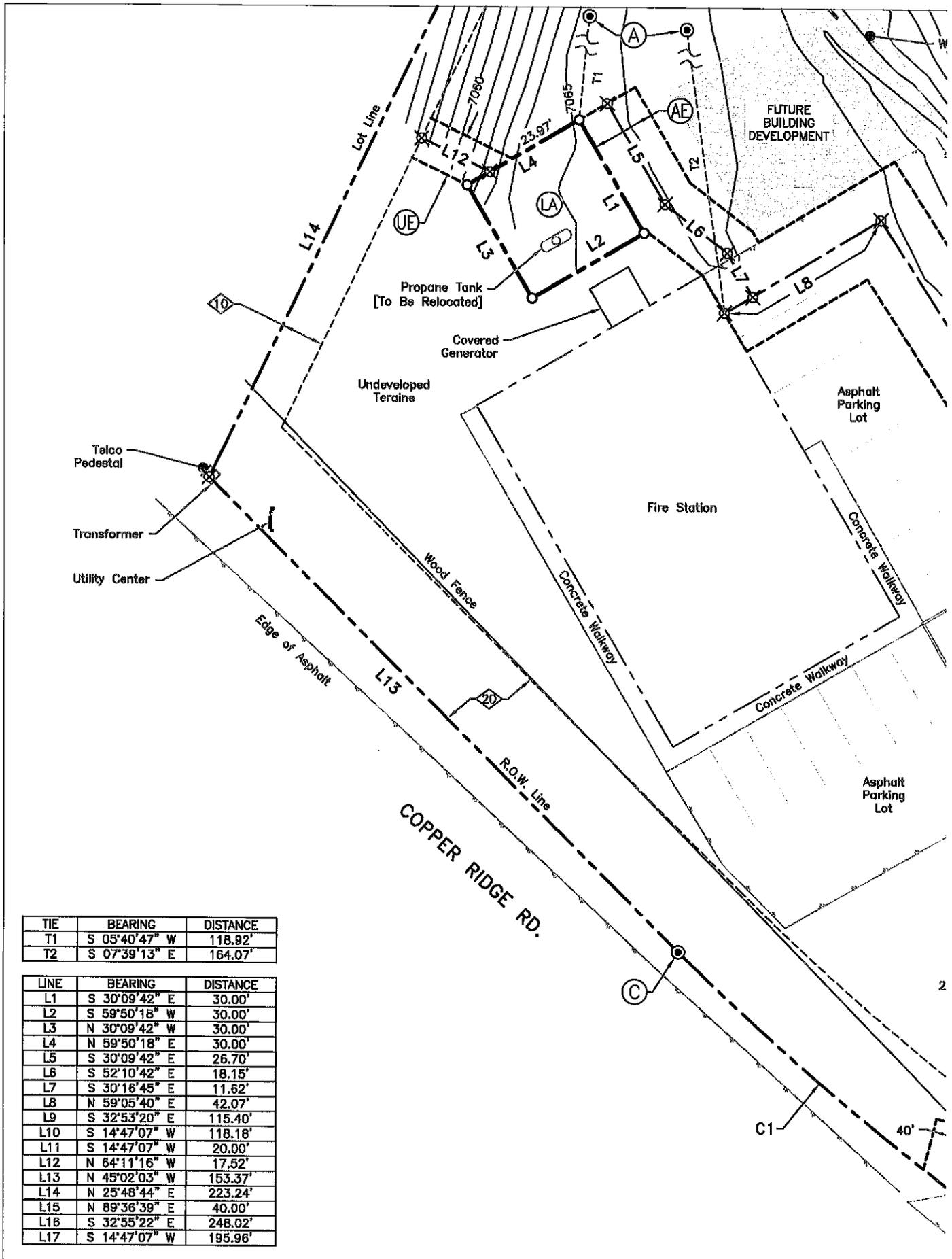
PHOTO SHEET

SAVE DATE:

11/13/2015 3:28 PM

SHEET NUMBER:

PS1



LEASE AREA SITE PLAN OVE

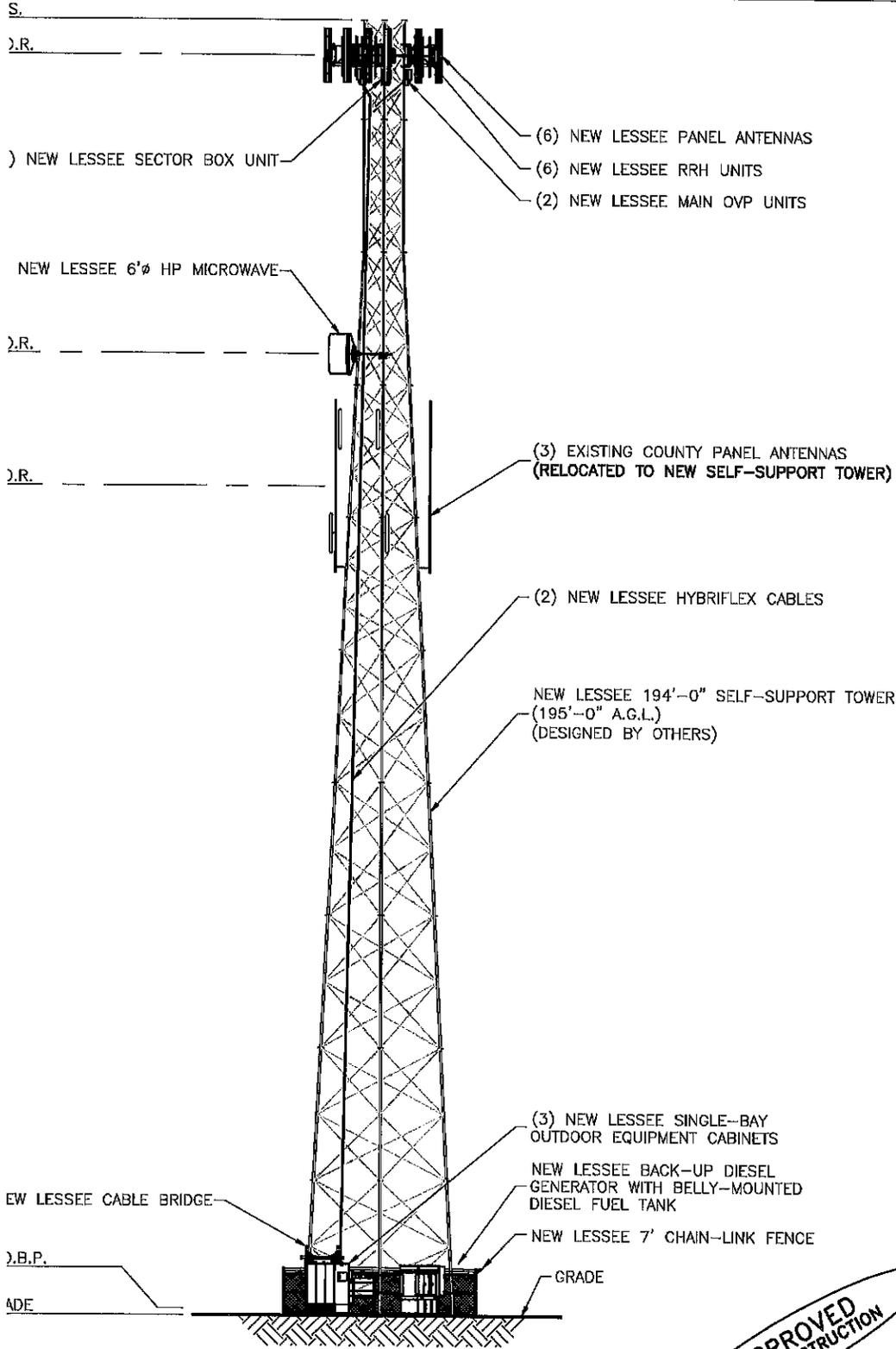
SCALE: 1" = 30'

1. ALL ANTENNAS, MOUNTS, RRH UNITS, AND MOVPS ARE TO BE PAINTED TO MATCH THE NEW SELF-SUPPORT TOWER.

C.O.R. =	CENTER OF RADIATION
A.L. =	ATTACHMENT LEVEL
B.T. =	BOTTOM TIP LEVEL
T.T. =	TOP TIP LEVEL
A.G.L. =	ABOVE GRADE LEVEL
B.O.B.P. =	BOTTOM OF BASE PLATE

DESIGNED FOR:
verizonwireless
 4821 EUBANK NE
 ALBUQUERQUE, NEW MEXICO 87111

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DESIGNED BY:

TowerCom TECHNOLOGIES
 AZ - CA - CO - ID - NM - NV - TX - UT

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	11/13/15	DC	JVC

JAMES V. CHUNG
 NEW MEXICO
 22016
 PROFESSIONAL ENGINEER
 11/13/15

PROJECT NAME:
NM6 ANGUS
 NEW 194'-0" SELF-SUPPORT TOWER
 (OVERALL HEIGHT: 195'-0" A.G.L.)
 RAW LAND COMMUNICATION SITE

PROJECT ADDRESS:
 111 COPPER RIDGE ROAD
 NEW MEXICO 88316
 LINCOLN COUNTY

SHEET TITLE:
ELEVATIONS

SAVE DATE:
 11/13/2015 3:28 PM

SHEET NUMBER:
Z3

NEW SOUTHWEST ELEVATION
 SCALE: 1" = 25'-0"

APPROVED FOR CONSTRUCTION

STATION	COLOR
BAND	RED
BAND	WHITE
	YELLOW
	PURPLE
OR	
	GREEN
	ORANGE
	BROWN

SECTOR	ANTENNA LOCATIONS	FIRST STRIPE (PCS) OR (LTE) OR (A-BAND) OR (B-BAND)	SECOND STRIPE	THIRD STRIPE
ALPHA	1	RED OR WHITE OR YELLOW OR PURPLE	GREEN	-
	2			
	3			
	4			
BETA	1	RED OR WHITE OR YELLOW OR PURPLE	ORANGE	-
	2			
	3			
	4			
GAMMA	1	RED OR WHITE OR YELLOW OR PURPLE	BROWN	-
	2			
	3			
	4			

QUANTITY	DESCRIPTION	PART NUMBER(S)
1	UNIVERSAL MICROWAVE MOUNTING KIT	C10-153 OR C10-172
3	12' FACE, ULTRA-BOOM ASSEMBLY (3' STANDOFF)	C10-852

NOTE: ALL PRODUCTS ARE FROM "SABRE SITE SOLUTIONS"
PHONE: (866) 428-6937 / (712) 293-1964
WWW.SABRESITESOLUTIONS.COM

DESIGNED FOR:

verizon wireless

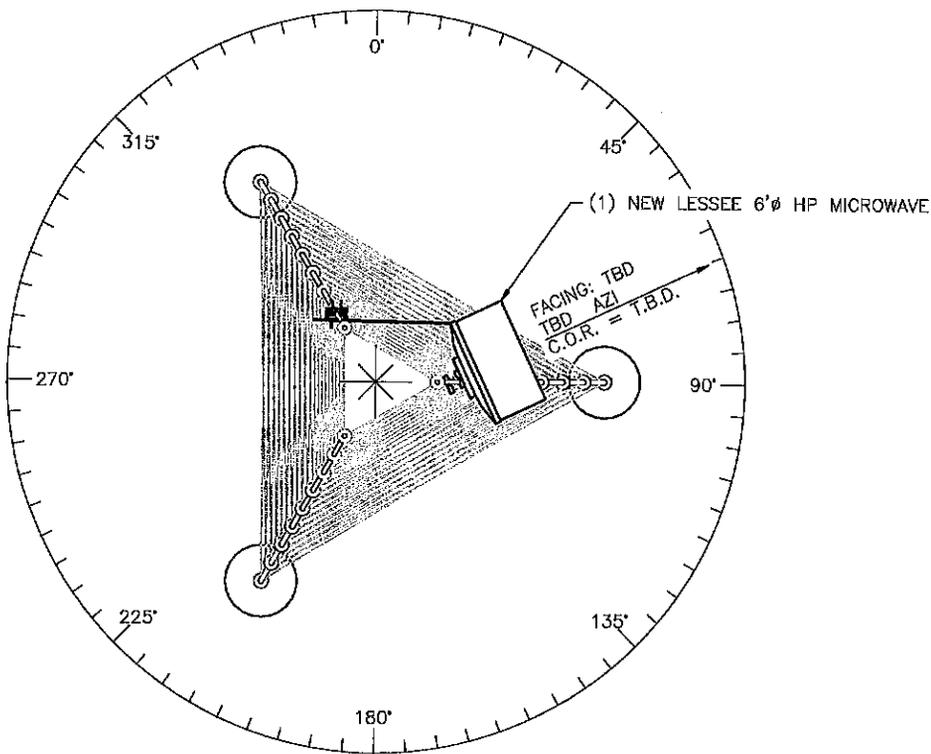
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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TowerCom TECHNOLOGIES

AZ - CA - CO - ID - NM - NV - TX - UT

CHK	JVC
BY	DC
DATE	11/13/15
DESCRIPTION	APPROVED FOR CONSTRUCTION
REV	0



MICROWAVE SECTION © TBD
SCALE: 3/32" = 1'-0"


NORTH

APPROVED FOR CONSTRUCTION

JAMES V. CHUNG
NEW MEXICO
22016
James V. Chung
PROFESSIONAL ENGINEER
11/13/15

PROJECT NAME: **NM6 ANGUS**
NEW 194'-0" SELF-SUPPORT TOWER
(OVERALL HEIGHT: 195'-0" A.G.L.)
RAW LAND COMMUNICATION SITE

PROJECT ADDRESS:
111 COPPER RIDGE ROAD
NEW MEXICO 88316
LINCOLN COUNTY

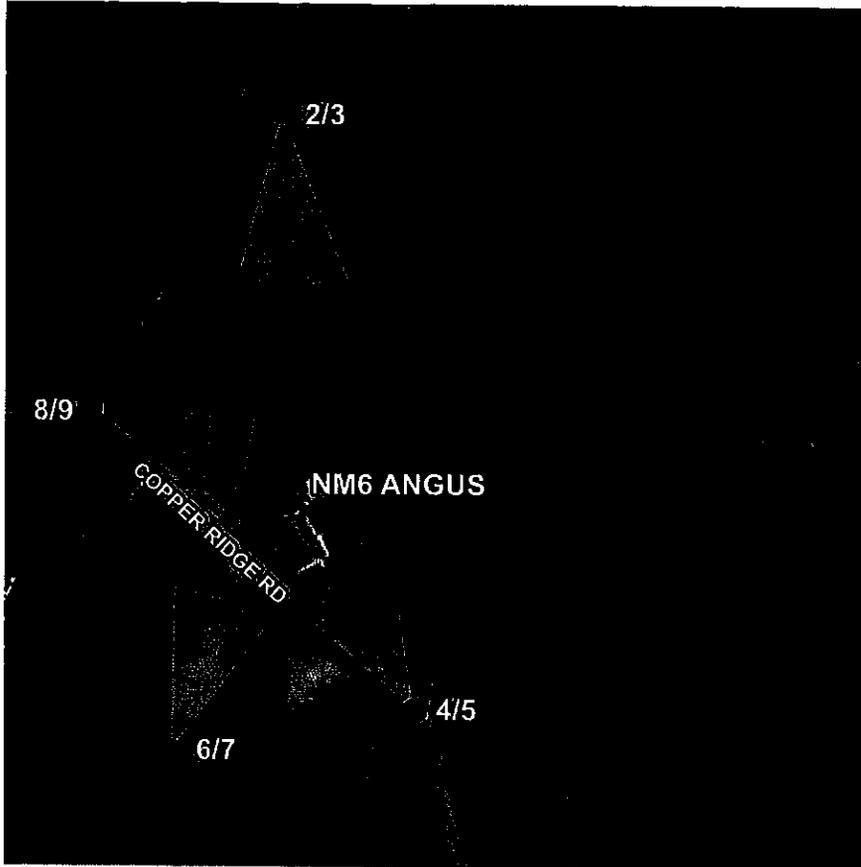
SHEET TITLE: **ANTENNA INFORMATION**

SAVE DATE: 11/13/2015 3:28 PM

SHEET NUMBER: **RF1**



NM6 ANGUS
PHOTO SIMULATION
FEBRUARY 16, 2016



SITE ADDRESS:

111 COPPER RIDGE RD
CAPITAN, NM 88316
LINCOLN COUNTY

COORDINATES:

LAT: 33°27'31.967"N
LONG: 105°39'17.030"W

CONTENTS:

- 1: COVER
- 2: EXISTING NORTH ELEVATION
- 3: NORTH ELEVATION SIMULATION
- 4: EXISTING EAST ELEVATION
- 5: EAST ELEVATION SIMULATION
- 6: EXISTING SOUTH ELEVATION
- 7: SOUTH ELEVATION SIMULATION
- 8: EXISTING WEST ELEVATION
- 9: WEST ELEVATION SIMULATION



VZW NM6 ANGUS

SEE PANEL ANTENNAS, AND
SEE HP MICROWAVE ON NEW
SUPPORT TOWER



NM6 ANGUS
SITE PHOTO
NORTH ELEVATION SIMULATION
FEBRUARY 16, 2016

ireless



VZW NM6 ANGUS

(6) NEW LESSEE PANEL ANTENNAS, AND
(1) NEW LESSEE HP MICROWAVE ON NEW
195'-0" SELF SUPPORT TOWER

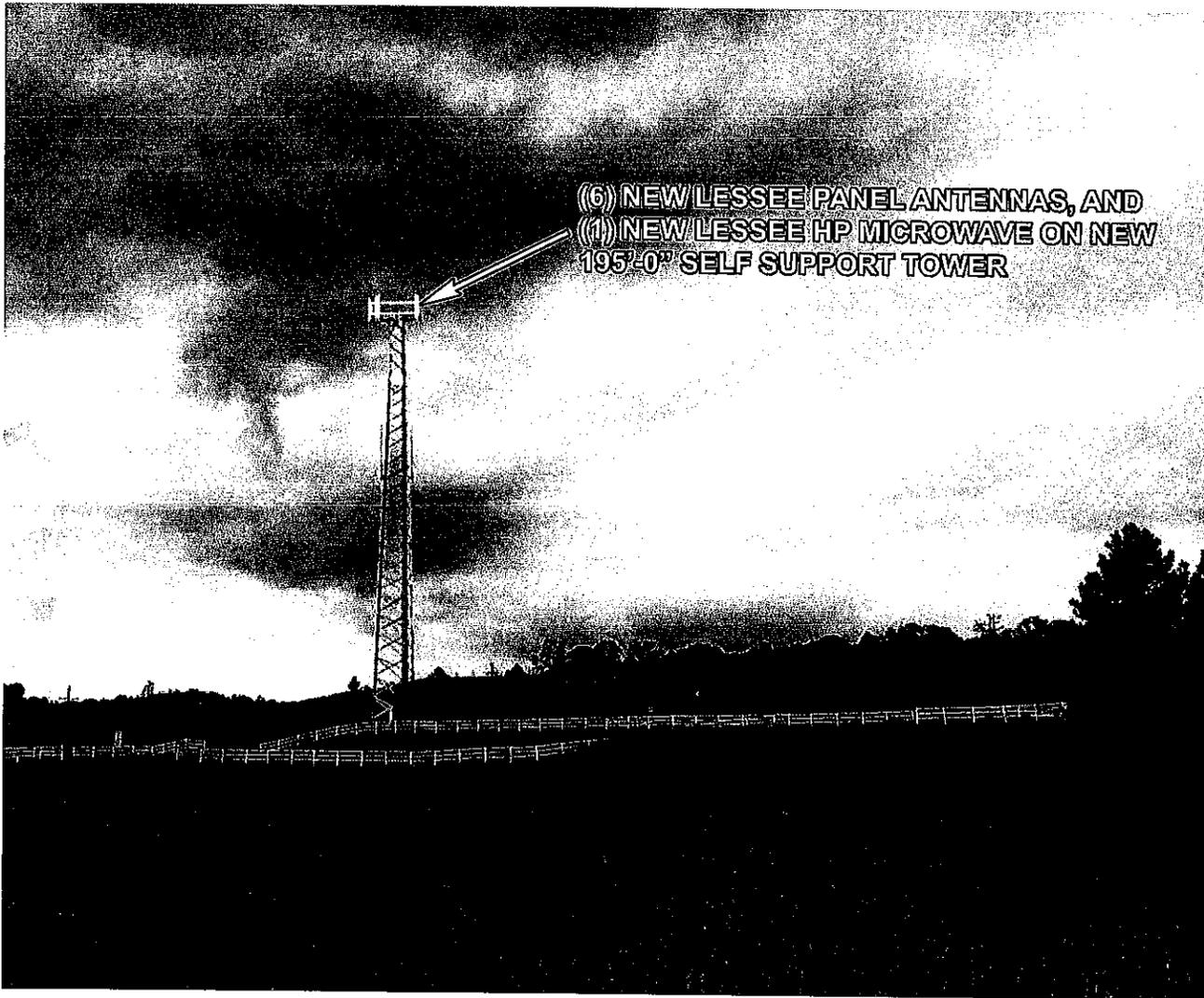


NM6 ANGUS
SITE PHOTO
EAST ELEVATION SIMULATION
FEBRUARY 16, 2016

treless



VZW NM6 ANGUS



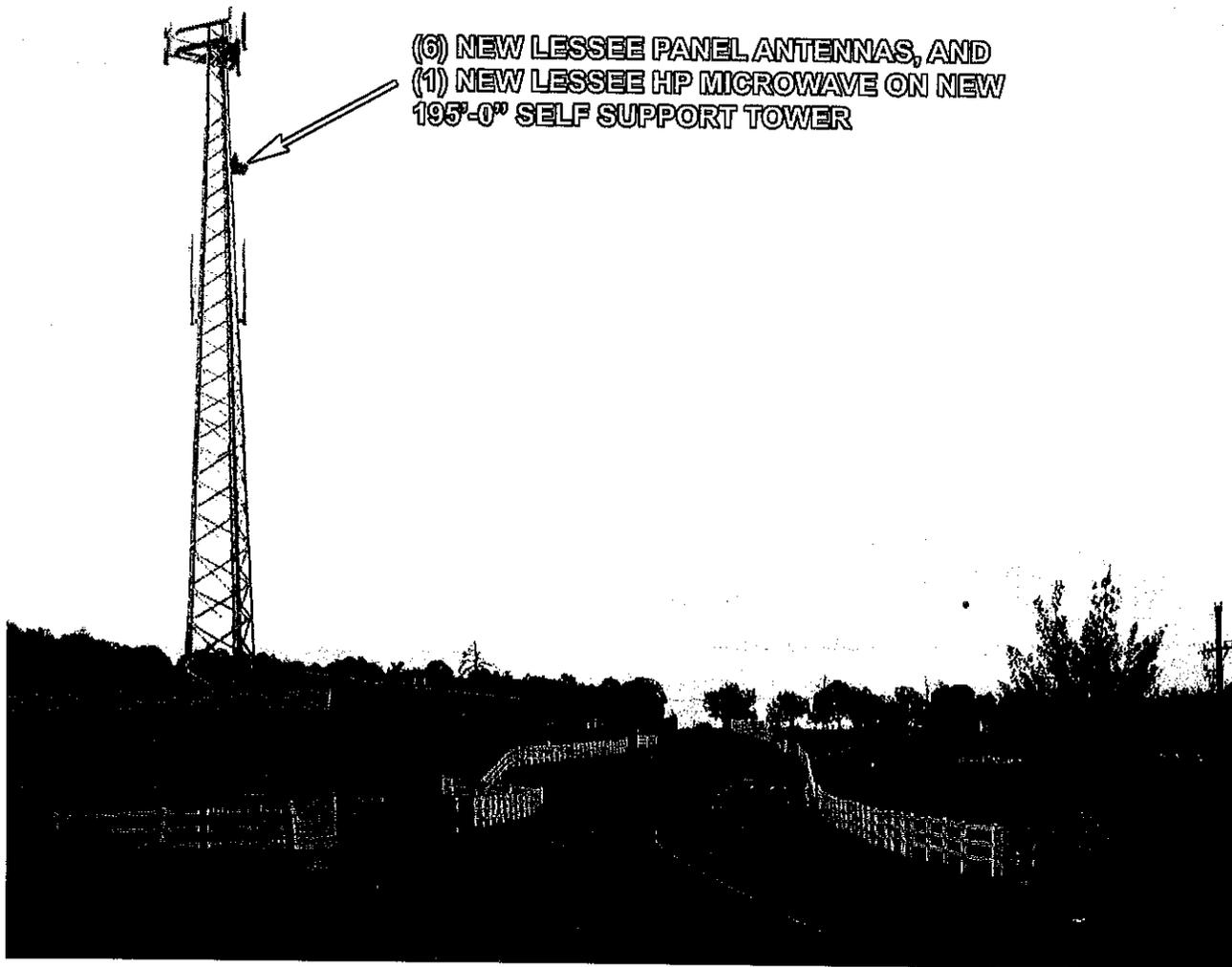
NM6 ANGUS
SITE PHOTO
SOUTH ELEVATION SIMULATION
FEBRUARY 16, 2016

ireless



VZW NM6 ANGUS

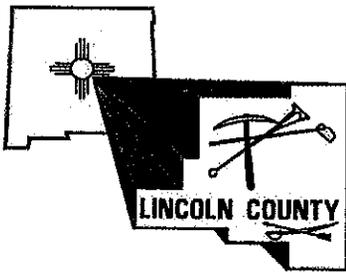
(6) NEW LESSEE PANEL ANTENNAS, AND
(1) NEW LESSEE HP MICROWAVE ON NEW
195'-0" SELF SUPPORT TOWER



NM6 ANGUS
SITE PHOTO
WEST ELEVATION SIMULATION
FEBRUARY 16, 2016

treless





County of Lincoln

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

www.lincolncountynm.gov

Agenda Items No. 22

SUBJECT

1:00 P.M.

Public Hearing to consider possible new service offerings with proposed rate amending resolution 2015-45; A Resolution setting fees to be charged for the efficient and sanitary collection of solid waste in Lincoln County by Resolution 2016-17, pursuant to Ordinance 2016-01.

RESOLUTION 2016-17

A RESOLUTION SETTING FEES TO BE CHARGED BY LINCOLN COUNTY IN THE PROVISION OF SOLID WASTE COLLECTION SERVICES, PURSUANT TO LINCOLN COUNTY SOLID WASTE ORDINANCE 2016-01.

WHEREAS, the Board of County Commissioners of the County of Lincoln finds it necessary to provide the efficient and sanitary collection, transportation and disposal of solid waste in Lincoln County; and,

WHEREAS, the Board of County Commissioners of the County of Lincoln finds it necessary to provide a fair and equitable procedure to allocate the cost of solid waste connection among the residents and businesses outside the municipalities who use such services; and,

WHEREAS, the County of Lincoln has passed, approved, adopted and established Solid Waste Ordinance 2016-01 providing for the efficient and sanitary collection of solid waste in Lincoln County, providing for mandatory disposal and assessment of fees; and,

WHEREAS, Solid Waste Ordinance 2016-01 provides for the Board of County Commissioners of the County of Lincoln to establish, amend, change and/or alter a system of fees by Resolution and provide for appropriate public input to such system of fees; and,

WHEREAS, in the lawful pursuit of collections of delinquent payments for solid waste collection services, Solid Waste Ordinance 2016-01 entitles the Board of County Commissioners of the County of Lincoln the right of filing a lien upon the tract or parcel of land being served pursuant to the authority granted under §§3-36-1 NMSA 1978, *et seq.*, and §4-37-1 NMSA 1978, *et seq.*; and,

WHEREAS, the Board of County Commissioners of the County of Lincoln desires to set the maximum rates which may be charged for Solid Waste Collection services provided under the Lincoln County Solid Waste Ordinance; and,

WHEREAS, the Board of County Commissioners of the County of Lincoln supports the fees as follows:

Lincoln County Polycart Residential Service	\$18.95 per month
Lincoln County Extra Residential Polycart Service	\$8.10 per month
Lincoln County Residential Service	\$17.95 per month
Lincoln County Private 3 Cubic Yd. Dumpster	\$63.30 per month
Administrative Fee for Filing Lien	\$100.00
Administrative Fee for Filing Release of Lien	\$100.00

***NOTE: Private Dumpster Service is not available County-wide.**

NOW THEREFORE, BE IT RESOLVED that the maximum rates charged to customers of the Lincoln County Solid Waste Collection service pursuant to the Lincoln County Solid Waste Ordinance are as set forth above.

PASSED, APPROVED, and ADOPTED this ___ day of ____, 2016.

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

Preston Stone, Chair

Dallas Draper, Vice-Chair

Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard, Member

ATTEST:

Rhonda Burrows,
Clerk, County of Lincoln

**FIRST AMENDMENT TO
SOLID WASTE SERVICES CONTRACT BETWEEN
COUNTY OF LINCOLN, NEW MEXICO AND
SIERRA CONTRACTING, INC.**

This First Amendment to the Contract for Solid Waste Services is dated the ___ of _____, 2016 (“the Effective Date”) and is by and between the County of Lincoln, New Mexico, (“County”) and Sierra Contracting, Inc., (“Contractor”).

RECITALS

- A. County and Contractor are parties to a Contract for Solid Waste Services entered into as of November 23, 2015 (“Contract”).
- B. County desires to amend the terms of the Contract as set forth in this First Amendment to the Contract (“Amendment”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, County and Contractor agree to the following as of the Effective Date:

1. County and Contractor agree that County shall, in addition to previously established rates set forth in the Contract at Article Two: Contractor Fee, additionally remit monthly to Contractor the sum of Forty-Seven Dollars and Fifty Cents (\$47.50) per each three (3) cubic yard private dumpster that will be added to Contractor’s collection area specified in Attachment One of Contract, by means of County Property Owners’ Application to the County for a Private Dumpster.
2. County will collect Sixty-Three Dollars and Thirty Cents (\$63.30) per month for each three (3) cubic yard private dumpster from each County property owner whose Application is approved by County which fee shall be divided as follows: Forty-Seven Dollars and Fifty Cents (\$47.50) shall be remitted to Contractor, Twelve Dollars and Fifty Cents (\$12.50) shall be remitted to County to cover Tipping and Administrative fees, and Three Dollars and Thirty Cents (\$3.30) shall be remitted to the State of New Mexico for Gross Receipts Tax.
3. County and Contractor agree that only those private dumpsters that have been approved through an Application to the County for a Private Dumpster shall qualify for payment of the private dumpster service fee as set forth in Article 1 of this Amendment.
4. Except as amended by the provisions of this Amendment, each of the terms and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the Effective Date.

COUNTY OF LINCOLN

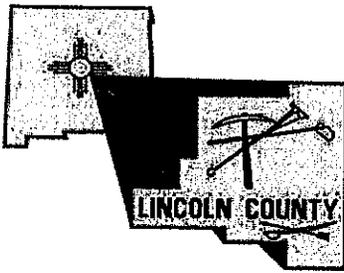
CONTRACTOR

By: _____
Nita Taylor, Manager
County of Lincoln
P.O. Box 711
Carrizozo, NM 88301

By: _____
Gary Van Patton
President
Sierra Contracting, Inc.
P.O. Box 935
Alto, NM 88312

Date: _____

Date: _____



www.lincolncountynm.gov

County of Lincoln

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

AGENDA NO. 23

SUBJECT

1:30 P.M.:

Public Hearing is to consider an applicant seeking a a bed & breakfast liquor license, with on premises consumption in common areas only; Liquor License No. 1016967; from Forges Bradstreet, DBA Wortly Hotel, 585 Calle La Placita, Lincoln, NM 88338.



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

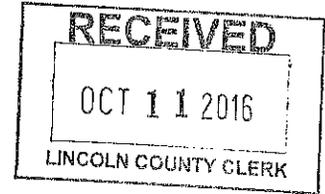
October 5, 2016

Certified Mail No.: 9171 9690 0935 0079 1507 57

Susana Martinez
Governor

Lincoln County
Clerk: Rhonda B. Burrows (R)
P.O. Box 338
Carrizozo, NM 88301-0338

Robert "Mike" Unthank
Superintendent



David Jablonski
Deputy Superintendent

Re: Lic. No. /Appl. No.: Application No. 1016967
Name of Applicant: Forbes Bradstreet
Doing Business As: Wortley Hotel
Proposed Location: 585 Calle La Placita, Lincoln, NM 88338

Claudia Armijo
Deputy General Counsel

Mary Kay Root
Director

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

THE APPLICANT IS SEEKING A BED & BREAKFAST LIQUOR LICENSE, WITH ON PREMISES CONSUMPTION IN COMMON AREAS ONLY.

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



Charmaine Martinez, Hearing Officer
NM Regulation & Licensing Dept. | Alcohol & Gaming Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: charmaine.martinez2@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application

Overman
9/19/19



New Mexico Regulation and Licensing Department • Alcohol and Gaming Division
PO Box 25101 • Santa Fe, New Mexico 87505-5101 • (505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/alcoholandgaming

RECEIVED
AUG 26 2016
ALCOHOL & GAMING DIVISION
Rev. 08/13

SPECIAL BED & BREAKFAST DISPENSING LICENSE APPLICATION

Application fee - \$100.00 Fees are non-refundable.

Application Number (AGD use) 1616967

Local option (AGD use) _____

Name of Applicant: FORBES BRADSTREET

D/B/A Name to be used: WORTLER Hotel

Phone number for licensed premise: 575 653 4300

Physical Location where license is to be used: 585 CALLE LA PLACITA, LINCOLN, LINCOLN COUNTY, NM 83338

Include: Street number / Highway Number / State Road, City, County, State & Zip

Contact Name: TROY NELSON Telephone Number: 575.653.4300 Email: VISIT@WORTLERHOTEL.NET

Mailing Address: (if different than physical address) KATHARINE WASH
PO, BOX 115, LINCOLN NM, 83338

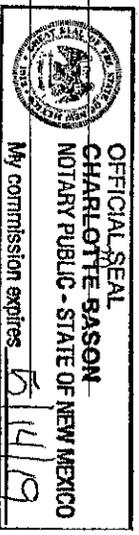
I, (print) TROY NELSON, as (title) PARTNER, being first duly sworn upon oath deposes and says: that he/she represents or is authorized by the applicant to make this application; that he/she has read the contents thereof, and all statements contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Signature of Applicant/Representative _____ Date 8.23.16

SUBSCRIBED AND SWORN TO before me this 23rd day of August Notary Public Use Only, 2016 by Troy Nelson
Notary Public Michaelle Barron My Commission Expires 5/14/19

LOD Use Only

Local Governing Body of _____ (City or County). Hearing held on _____
Please check one: Approved _____ Disapproved _____ City/County Official _____
(Signature & Title)



Approved Disapproved _____ Director Approval _____
AGD Use Only _____
Date _____



New Mexico Regulation and Licensing Department • Alcohol and Gaming Division
P O Box 25101 • Santa Fe, New Mexico 87505-5101 • (505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/alcoholandgaming

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION FOR SPECIAL BED & BREAKFAST DISPENSING LICENSE APPLICATION
SS-60-6B-10

RECEIVED
AUG 20 2016
Page 2
REV 08/12
ALCOHOL & GAMING DIVISION

1. The land and building which is proposed to be the licensed premises is (check one):

Owned by Applicant _____ Leased by Applicant (attach copy of deed or lease) Other (provide details) _____

2. If the land and building are not owned by Applicant, indicate the following:

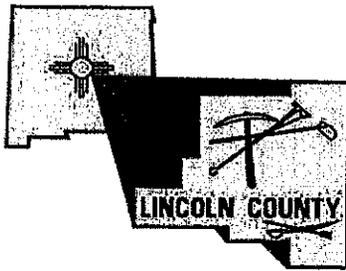
A. Owner(s) TRAY NELSON / KATHARINE MARSH

B. Date and term of lease SIGNED Jan 4, 2016 Term is 1 yr that automatically RENEWS

3. Attach, on a separate sheet, the detailed floor plan for each level (floor) of the proposed premise showing the layout of the building and the entrances, exits, kitchen and the sleeping rooms. Only the common areas of the premises may be included as the licensed premises. Common areas are areas that are accessible to all guests. The floor plan should be no larger than 8 1/2 x 11 inches, and must include the total square footage of the licensed premises (common areas).

4. Attach, on a separate sheet, proof that the Applicant is a bed & breakfast as defined in statute. A bed & breakfast means "...a business establishment that offers temporary lodging with meals included *and has a guest capacity of twenty or fewer persons.*"

NOTE: Service of beer and wine is permitted only in common areas of the premises in conjunction with the service of food. No more than two six ounce servings of wine, one split of wine, or two twelve ounce servings of beer may be served per day to each registered guest of the Bed & Breakfast who is over 21 years of age are permitted. Failure to comply with these requirements could result in a citation which could lead to fines, penalties and/or suspension/revocation of the license.



County of Lincoln

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

www.lincolncountynm.gov

AGENDA ITEM No. 24

November 8, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Lodger's Tax Applications

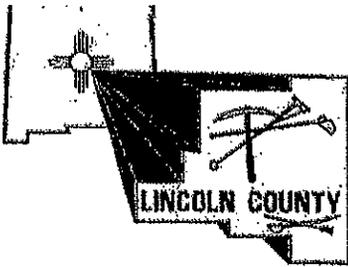
Purpose: To approve Lodger's Tax Applications

Discussion: The Lodger's Tax Committee was presented with one request and approved by the Lodger's Tax Committee.

- a. **Purpose:** Official Ruidoso
Visitors Guide
Request: \$5,000.00
Date(s) of Event: 2016-2017
Guide
Presenter: Lajuana
Martinez/AdVenture
Marketing, Ltd. Co.

Recommendation:

Approve the Lodger's Tax Committee approved amount for \$5,000.00 to AdVenture Marketing, Ltd. Co. for the 2016-2017 Official Ruidoso Visitors Guide.



www.lincolncountynm.net

County of Lincoln

RECEIVED

JUL 27 2016

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

LODGER'S TAX REQUEST FORM

Official Ruidoso Visitor Guide

Name of Event: VisitRuidoso.com/RVG Mobile App Date(s) of Event: 2016-2017

Name of Organization(s) applying for Funding: Ad Venture Marketing, Ltd. Co.

Amount requested for consideration: 5000⁰⁰

The following list of items will be considered as the Board of County Commissioners and the Lodger's Tax Committee reviews your request for funding. If any space is left blank, please provide reasoning.

Describe Event:

Visitor Guide/website/mobile App to promote and drive tourism in Ruidoso and Lincoln County.

Have Lincoln County Lodger's Tax funds been requested for this event before? Please circle one: yes no

If yes:

How many years has Lincoln County Lodger's Tax funds been used for the Event listed below? 2

List past years' requested funding amount(s):

Year: 2013 Amount requested: 5000⁰⁰ Amount funded: 5000⁰⁰

Year: 2014 Amount requested: 5000⁰⁰ Amount funded: 5000⁰⁰

Year: _____ Amount requested: _____ Amount funded: _____

What is the estimated total cost of the Event listed above for this year? 86,000.00

What percentage of the cost of the Event listed above are you requesting from the County? 5.75%

How will the Event track guests who attend to determine how many out-of-town guests utilized County lodging as a result of the Event? Guides are constantly utilized by local lodging facilities.

Are there any in-kind or matching funds anticipated for the Event? NO

If funding is granted by the Board of County Commissioners, please list dollar amounts of how funds are anticipated to be used in advertising:

Newspaper advertising:	Radio:
Magazines:	Internet:
Printing:	Other: <u>5000⁰⁰</u>

What percentage of your budget is planned to be used for out-of-County advertising? 90%

What sources and what amount of funding have been requested elsewhere?
advertising

Please feel free to add additional pages for consideration, and samples of past advertising or brochures.

STATEMENT OF UNDERSTANDING

I understand that I am requesting public funds and they are to be administered according to State Law and County Ordinances, and I agree to submit a follow-up report with a financial statement within ninety (90) days following the event or I may forfeit the funds. I understand that funding recommended for approval by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Board of County Commissioners. I also understand that approved funding amounts may differ from the amount requested on this application.

Lajuana Martinez

Name of Applicant (Please Print):	<u>Lajuana Martinez</u>		
Signature of Applicant:	<u>Lajuana Martinez</u>		
Address: Street/City/Zip:	<u>112 S. 5th Street, Brownfield, TX 79316</u>		
Phone:	<u>806-893-1973</u>	Email:	<u>lajuana@ad-venturemarketing.com</u>
Date submitted:	<u>7/20/16</u>		

Please supply a list of attached documents, and include previous years' Event budgets:

Ruidoso Visitor Guide
Budget
mobile App Screenshot

FOR COUNTY USE:

Date received:	<u>7/27/16</u>		
Received by:	<u>Billiejo Guevara</u>		
Added to Lodger's Tax Committee Agenda scheduled for:	<u>8/30/16</u>	<u>9/27/16</u>	



Toll Free 866.207.0821
Phone 806.637.0030
Fax 806.637.0861

112 S. Fifth Street
Brownfield, Texas 79316
www.ad-venturemarketing.com

July 27, 2016

TO:

Lodger's Tax Board, Lincoln County, NM

FROM:

Ruidoso Visitor Guide/VisitRuidoso.com/Ruidoso Visitor Guide Mobile App
Published by Ad Venture Marketing, Ltd. Co., A New Mexico LLC

REQUEST:

Funding for Ruidoso Visitor Guide Lodging Guide/VisitRuidoso.com/RVG Mobile App - \$5000

Dear Lodger's Tax Board:

As Publishers of the Official Ruidoso Visitor Guide, VisitRuidoso.com and the new Ruidoso Visitor Guide Mobile App, we respectfully request your consideration for a grant of \$5000 to offset the cost of inclusion of a comprehensive lodging guide in the print publication, our website and mobile app.

All lodging facilities from Ruidoso, Ruidoso Downs and Lincoln County are included in the 2016-17 products. We also promote all events and points of interest in Lincoln County.

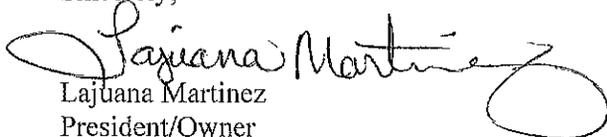
These funds will also be used to distribute 100,000 guides throughout New Mexico, Arizona and Texas. We continue to contract with two distribution companies; one for New Mexico and one for Lincoln County. Guides are also distributed nationally and internationally through the Ruidoso Valley Chamber of Commerce.

Our website, VisitRuidoso.com, contains the same information as the magazine, plus breaking news alerts, weather, events and more. Visitors to the website also have the ability to use the Lodging Search option to locate and reserve accommodations for their stay in Ruidoso.

We are pleased to announce that we have launched a mobile app for The Official Ruidoso Visitor Guide.

Thank you in advance for your consideration. Ad Venture Marketing and The Official Ruidoso Visitor Guide value and appreciate the partnership of Lincoln County. Any suggestions you may have regarding the improvement of our products is always welcome.

Sincerely,


Lajuana Martinez
President/Owner

BUDGET 2016-2017

Official Ruidoso Visitor Guide/VisitRuidoso.com/RVG Mobil App

Printing -	\$35,000
Distribution -	
Fun and Games -	\$ 2,700
SW Advertising -	\$ 4,800
Storage -	\$ 1,200
Sales -	\$15,600
Layout/Design -	\$ 6,000
Web Maintenance/SEO -	\$12,000
Mobile App Development -	\$ 8,000
Promotions/Advertising -	\$ 3,000
TOTAL -	\$88,300

Mobile App

Official
RUIDOSO
VISITRUIDOSO.COM VISITOR GUIDE

AV
AD VENTURE
MARKETING
Publisher of the
Official Ruidoso Visitor Guide
866.207.0821 | Ad-VentureMarketing.com

RUIDOSO

- ABOUT RUIDOSO
- DEALS
- EVENTS
- DINING
- VACATION RENTALS
- HOTELS & MOTELS
- HV PARKS
- ATTRACTIONS
- SHOPPING
- OUTDOOR/RECREATION
- ART/CULTURE
- CASINOS
- GOLF
- NIGHTLIFE
- COMMUNITY
- REAL ESTATE
- TRANSPORTATION
- HEALTH & BEAUTY
- VENUES & CATERING
- REQUEST A COPY
Request a copy of the Ruidoso Visitor Guide

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LINCOLN COUNTY LODGER'S TAX APPLICATION FOR FUNDING

Date: 10/25/16

Application Number: 0020

Section 1

Name of Organization: Ad Venture Marketing / Ruicoso Visitor Guide

Organization is Profit Non-Profit Government Related

Address of Contact: 112 S. 5th Street Phone: 806-637-0030
Brownfield, TX
79316

Amount requested: 5000⁰⁰

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

lodging guide, marketing for app

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.

Jajiana Martinez
Signature of Contact

10/25/16
Date

NOTE: Credit/Tag line MUST appear or be given as follows: Paid for by Lincoln County Lodger's Tax

Section 2 Lodger's Tax Committee

Meeting date: 10/25/16 Amount approved for recommendation: 5,000

Authorized Signature: [Signature]

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

Lincoln County Lodgers' Tax Committee Minutes
Regular Meeting
October 25, 2016
Lincoln County Annex, New Mexico

Members present: James Hobbs, Sue Hutchison, Sheri Rodgers (telephonically)

1. Call to Order

The meeting was called to order at 10:00 a.m. by Chair Hutchison.

2. Roll Call

Roll call was read and a quorum was established.

3. Approval of Minutes of July 26, 2016 regular meeting.

Minutes were reviewed by the Board, with Sheri Rodgers offering a motion to accept, followed by a second from James Hobbs. The motion passed unanimously.

4. Funding Request:

- a. Ruidoso Visitor Guide: Request: \$5,000. Date: Guide is for 2016-2017

Lajuana Martinez of Ad Venture Marketing, Limited Co. was present to answer questions. Ms. Martinez stated that the Guide has hired a position to keep their new mobile app current and stated that the website for the Guide can track hits. She added that advertisers number more than 70 this edition, and that fees are paid to advertise. The Guide recently shipped 80 cases of Guides to the El Paso, Texas area in an effort to market abroad. The Guide is also shipped elsewhere in an effort to bring visitors to Lincoln County. Lodging facilities across the County utilize the Ruidoso Visitor Guide to point guests to local establishments for shopping and dining. The lodging guide in the publication is a resource that can be used by guests for future visits.

Sheri Rodgers offered a motion to recommend \$5,000 funding, James Hobbs offered a second, and the motion passed unanimously.

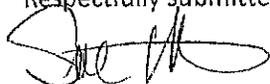
5. Acceptance of A. Expense Budget Report ending June 30, July 31 and August 31, 2016
and B. Outstanding Purchase Orders ending June 30, July 31 and August 3, 2016.

Due to the Committee not possessing up to date financial reports from the County, the Agenda item was tabled until the next Lodger's Tax meeting.

6. Next meeting is scheduled for November 29, 2016.

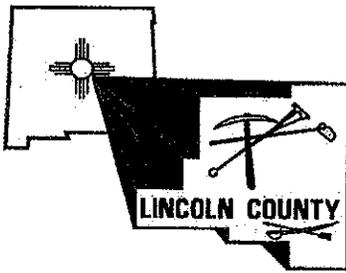
7. Adjournment: the meeting adjourned at 10:20 a.m.

Respectfully submitted,



Sue Hutchison, Chair

Lincoln County Lodgers' Tax Committee



www.lincolncountynm.gov

County of Lincoln

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

AGENDA ITEM NO. 25

November 8, 2016

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager 

SUBJECT: Approval of Prior Year Invoices – FY 15-16

Discussion: Two invoices from Southeastern New Mexico Economic Development District were received in the Finance Office on October 27, 2016 for payment after the end of FY 15-16. Southeastern New Mexico Economic Development District has been made aware of the County's timing requirements for year-end invoice submittal. Invoices are as follows:

- a. Capital Outlay Fiscal Agreement Project ID#14-1940 Communications for 2nd and 3rd Quarter for a total amount of \$250.00
- b. Capital Outlay Fiscal Agreement Project ID#14-1942 Hondo Volunteer Fire Department for 2nd and 3rd Quarter for a total amount of \$250.00.

Recommendation: Approve invoices for payment as services were rendered.

1600 SE Main, Suite D-1
Roswell, NM 88203

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

Hubert H. Quintana
Executive Director

COUNCIL OF GOVERNMENTS

INVOICE

February 19, 2016

RECEIVED BY
LINCOLN COUNTY

OCT 27 2016

Nita Taylor, County Manager
Lincoln County
P.O. Box 711
Carrizozo, NM 88301-0711

FINANCE DEPARTMENT

RE: **Capital Outlay Fiscal Agent Agreement**
Project ID # 14-1940
Communications

Pursuant to the agreement between Lincoln County and the Southeastern New Mexico Economic Development District (SNMEDD) the following amount is due for administrative services for the referenced agreement.

Total Fee: \$500.00

1 st quarter	\$125.00	Paid
2 nd quarter	125.00	Due
3 rd quarter	125.00	Due

Total Due: \$250.00

These services are to be paid from non-capital outlay funds. You will be billed the final bill upon completion of the project.

If you have any questions, please call Hubert Quintana at (575) 624-6131.

Thank you.

Please make check payable to:

SNMEDD/COG
1600 S.E. Main, Suite D
Roswell, NM 88203

I, or We certify that the articles described
were received and meet specifications

APPROVED FOR PAYMENT

AMOUNT 250.00

ACCOUNT NO. 401032150

[Signature]
DEPT HEAD SIGNATURE

PAID ON _____ CHECK# _____

PO # _____ CLOSE_Y_ _

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT
COUNCIL OF GOVERNMENTS**

1600 SE Main, Suite D-1
Roswell, NM 88203

Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

Hubert H. Quintana
Executive Director

INVOICE

May 5, 2016

2nd Request

RECEIVED BY
LINCOLN COUNTY

OCT 27 2016

Nita Taylor, County Manager
Lincoln County
P.O. Box 711
Carrizozo, NM 88301-0711

FINANCE DEPARTMENT

RE: **Capital Outlay Fiscal Agent Agreement**
Project ID # 14-1942
Hondo Volunteer Fire Department

Pursuant to the agreement between Lincoln County and the Southeastern New Mexico Economic Development District (SNMEDD) the following amount is due for administrative services for the referenced agreement.

Total Fee: **\$500.00**

1 st quarter	\$125.00 Paid
2 nd quarter	125.00 Due
3 rd quarter	125.00 Due

Total Due: **\$250.00**

These services are to be paid from non-capital outlay funds.

If you have any questions, please call Hubert Quintana at (575) 624-6131.

Thank you.

Please make check payable to:

SNMEDD/COG
1600 S.E. Main, Suite D
Roswell, NM 88203

I, or We certify that the articles described were received and meet specification

APPROVED FOR PAYMENT

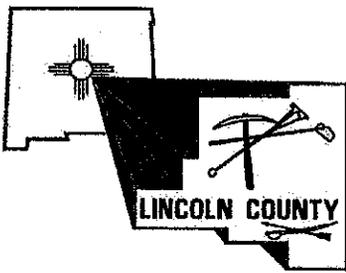
AMOUNT 250.00

ACCOUNT NO. 409472920

Nita Taylor
DEPT HEAD SIGNATURE

PAID ON _____ CHECK# _____

PO # _____ CLOSE _Y_



www.lincolncountynm.gov

County of Lincoln

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

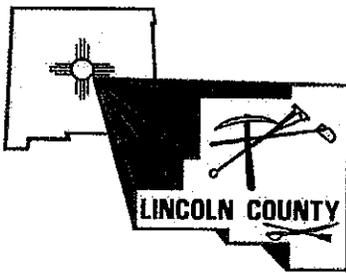
Agenda Items No. 26

SUBJECT

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

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381



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County of Lincoln

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

Agenda Item 27

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

November 15, 2016

**LINCOLN COUNTY EXECUTIVE SESSION PURSUANT TO THE OPEN MEETINGS ACT:
DISCUSSION OF ALL THREATENED AND/OR PENDING LITIGATION SECTION 10-15-1,
SUBPARAGRAPH H.(7); AND DISCUSSION OF THE PURCHASE, ACQUISITION OR
DISPOSAL OF REAL PROPERTY OR WATER RIGHTS BY THE PUBLIC BODY, SECTION
10-15-1, SUBPARAGRAPH H.(8)**

New or Updated Matters since last report *

1. **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.
2. ***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. *Motion to Dismiss for Lack of Prosecution filed October 18, 2016 by Mr. Basham. Order of Dismissal With Prejudice for Lack of Prosecution filed October 28, 2016.
3. **A. Preston, DeAnna v. County of Lincoln, Sheriff Robert Shepperd, Et. Seq. D-1226-CV-2015-00112** Notice of Appeal of Post Disciplinary Hearing filed June 10, 2015. Amended Complaint alleging Civil Rights Violation and Gender Based Discrimination filed on Oct. 13, 2015. Removed to Federal Court Nov. 12, 2015. Amended Complaint Appealing the Adverse Administrative Decision filed May 9, 2016 by Mr. Beauvais. Defendant's Notice of Filing Petition for Removal to Federal Court was filed May 19, 2016.
B. Preston, DeAnna v. County of Lincoln, Sheriff Robert Shepperd, Et Seq In the United States District Court For The District of New Mexico 2:15-cv-01029. Defendants County of Lincoln and Sheriff Robert Shepperd's Motion to Dismiss entered November 19, 2015. Order Dismissing Without Prejudice entered by Judge Stephan Vidmar April 19, 2016. Amended Complaint Civil Rights Violation filed May 6, 2016 by Mr. Beauvais. Settlement Conference scheduled for December 5, 2016 at 9:30 a.m. before Judge Lourdes A. Martinez.
4. **Orlando Montes v. Pinnacle Propane, LLC, Allen Sultemeier, County of Lincoln , Lincoln County Fair Association, John Does; D-1226-CV-2016-00006 United States District Court for the District of New Mexico 2:16-cv-126.** Complaint for Wrongful Death, Statutory Tort, Violation of Constitutional Rights (Due Process), Negligence Per Se: Loss of Consortium, Negligent Infliction of

Emotional Distress filed with the 12th Judicial District Court Jan. 19, 2016. Incident occurred at Lincoln County Fairgrounds July 2, 2015. County was served with Complaint on January 25, 2016. The case was removed to Federal Court Feb. 22, 2016. County of Lincoln's Answer to Complaint filed February 29, 2016. County's Response to Plaintiff's Motion for Partial Summary Judgment filed July 28, 2016. Estate of Montes and Orlando Montes' Response to County of Lincoln's Motion to Stay Discovery filed August 8, 2016.

5. Walter Ray Seidel / Brian Ray Seidel v. Anthony Manfredi, Lincoln County Sheriff Department M-32-CV-2016-00036 Civil Complaint filed March 9, 2016 alleging personal and property damage. County of Lincoln's Answer to Civil Complaint filed March 29, 2016. Motion for Continuance of Trial granted by Judge Buddy Hall on August 1, 2016. Final Pre-Trial Hearing is scheduled for November 30, 2016 at Ruidoso Magistrate Court.

6. Sean McGarry v. Board of County Commissioners, Lincoln County Sheriff's Department, Deputy Mike Wood, Deputy Jason Green, Deputy David Hightower in their individual capacities and as employees of the Lincoln County Sheriff's Department in the United States District Court for the District of New Mexico 2:16-cv-00483 GBW GJF Complaint for damages resulting from the excessive use of force, false arrest, assault and battery, malicious prosecution and false imprisonment of Plaintiff by Defendants. Complaint filed May 26, 2016. Defendants Board of County Commissioners for Lincoln County and Lincoln County Sheriff's Department's Answer to Complaint for Civil Rights Violations filed August 11, 2016.

7. Greentree Solid Waste Authority v. County of Lincoln D-1226-CV-2014-00095 Verified Petition for Declaratory and Supplemental Relief: Injunction. County was served May 14, 2014. Stipulated Order of Dismissal Part With Prejudice and Part Without Prejudice was filed January 19, 2016 by Judge Jerry Ritter.

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

8. *State of NM v. Nava, Gabriel M-30-MR-2016-00081 Violation of County Ordinance 2014-04: Prohibited Contraband in Lincoln County Detention Center. Non-Traffic citation was issued by Sheriff's Stg. Warren June 13, 2016. A Misdemeanor Arraignment took place June 20, 2016 at which time Defendant pled "Not Guilty." *At the direction of the Lincoln County Board of Commissioners, a Nolle Prosequi was filed by Attorney Morel October 20, 2016 dismissing the charges filed against the Defendant, bringing the matter to a conclusion.

9. *State of NM v. Allison, Debi M-32-MR-2016-00397 Violation of County Ordinance 2008-0 Vicious animals and no rabies vaccination proof. A Non-Traffic Citation was issued by Sheriff's Deputy Wall on September 21, 2016. Defendant appeared before Judge Lund October 17, 2016 and entered a plea of "No Contest." A Sentencing Hearing is scheduled to take place before Judge Lund on Thursday, December 1, 2016: 1 p.m. at Ruidoso Magistrate Court.

Tort Claims Notices Received or Threatened

2016

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

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

William Gayford – Roger Linfoot – Tort Claim Notice received February 17, 2016 from Attorney W. Chris Nedbalek alleging 4th and 14th Amendments violations and “possibly other constitutional, statutory, regulatory, legal or equitable rights not specifically named.”

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

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

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

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

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

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

Parsons-Williams, Karen – Tort Claim Notice received June 2, 2016 alleging negligent or malicious medical procedure performed at Lincoln County Medical Center on March 9, 2016.

Ceja, Dana – Tort Claim Notice received September 22, 2016 alleging violations of the US and New Mexico Constitution and various charges while Mr. Joey Ceja was incarcerated at Lincoln County Detention Center.

***Vigil, Elisa** – Tort Claim Notice received October 3, 2016 alleging automobile damage due to Lincoln County road conditions.

***Rue, Barney** – Tort Claim Notice received October 4, 2016 via telephone to County Ordinance Administrator’s office alleging Lincoln County’s non-enforcement of its Solid Waste Ordinance regarding the alleged allowance of accumulation of waste.

2015

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2014

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

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

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

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

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

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

2013

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